

Agreement of Co-operation

Between

Dlithe Consultancy Services Pvt Ltd, Bengaluru and Manipal Skill Development Centre, Manipal

This agreement of cooperation is entered on 4th December, 2023 by and between

Dlithe Consultancy Services Pvt Ltd

**A company having its registered office at No. 51, 1st Main, 6th Block, 3rd Phase, 3rd Stage, Bangalore
– 560085**

And

**Manipal Skill Development Centre, (A Unit of Dr. T M A Pai Foundation) Dr. T M A Pai
Polytechnic Campus, Milk Dairy Road, Eshwar Nagar, Manipal-576104, Udupi, Karnataka**

1. Recitals:

- i. Dlithe Consultancy Services Pvt Ltd (Dlithe)
- ii. Manipal Skill Development Centre, Manipal (MSDC)

The parties have executed an agreement of cooperation on 4th December, 2023.

- i. This agreement shall come onto force with immediate effect for the purpose of exploring the areas of cooperation benefitting both Dlithe and MSDC.
- ii. The agreement shall terminate by common consent, upon which the areas of cooperation, as set out under the said agreement, shall forthwith cease and all other duties, obligations or rights of the parties under the said agreement shall terminate without prejudice. To the rights accrued and obligations incurred by the parties till the date of termination, which shall remain unaffected.

2. Area of cooperation under the agreement:

1. Dlithe shall depute its employees to conduct special lectures in the emerging areas of IT to MSDC.
2. MSDC shall depute its faculties to Dlithe to get on field training in Software Development.
3. Faculties of MSDC and Dlithe employees shall jointly publish research papers in National and International Journals and Conferences.
4. Students and faculties of MSDC shall undertake Industrial Visits to Dlithe.
5. Dlithe shall help in designing the curriculum as per industry needs.
6. MSDC and Dlithe shall jointly organize / conduct student and faculty workshops / seminars / FDPs and Hackathons.
7. Dlithe shall help the students of MSDC to undertake project Works, Internships etc.

- 1) Internship, where the students can work with guidance without affecting the company's business, is offered to students after they pass the rounds of technical interview.
- 2) Internships, where students need to undergo a fixed duration of training period, will be provided access to tools, platforms and they need to complete the training at the office in Bangalore or at institution campus, before working on the respective project.
8. MSDC shall provide Consultancy Services to DLithe through its faculty in their areas of expertise.
9. DLithe shall extend their services to MSDC as and when required.
10. DLithe shall assist MSDC in setting up Industry Based Labs, Centre of Excellence etc. in their areas of expertise.
11. MSDC shall provide all the necessary facilities such as Computer Lab, Internet, Class Room and Seminar Room etc. to carry out the above assignments.
12. Provide platform to students to showcase the project outcome
13. Enable Entrepreneurship skills, Design Thinking, Research

3. Intellectual Property Rights:

1. Ideas/Product generated through MSDC, IP rights will belong to MSDC
2. Ideas/Product generated through DLithe, IP rights will belong to DLithe

4. Confidentiality: Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this Agreement either directly or indirectly in any form whatsoever.

5. Neither this agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this Agreement represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.

6. Neither party shall issue any press release, public announcement or other such disclosure concerning this agreement without the other party's prior written consent as to such release or announcement.

7. This agreement may not be amended without the prior written consent of both the parties. This agreement shall be effective for three years from December, 2023

8. This agreement can be renewed based on mutual convenience.

9. Termination: Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of two months to the other.

10. Notices: All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To: Dlithe Consultancy Services Pvt Ltd
No. 51, 1st Main, 6th Block, 3rd Phase,
3rd Stage, Banashankari,
Bangalore – 560085

To: Brig (Dr) Surjith Singh Pabla
Chairman
Manipal Skill Development Centre
(A Unit of Dr. T M A Pai Foundation)
Dr. T M A Pai Polytechnic Campus
Milk Dairy Road, Eshwar Nagar
Manipal-576104, Udupi, Karnataka

11. All notices, requests, demand and other communications given or made in accordance with the provisions of this agreement shall be in writing by letter, emails.

12. Indemnity: Each of the parties shall defend indemnity and hold the other party harmless from and against any claim, liability, loss costs or expenses arising out of or resulting from the material breach of the provision therein. This MoU respects gender equality, humanity and it does not support any religious, political and similar engagements.

IN WITNESS WHEREOF THE parties have set their hands here to on the day and the year first herein above written under their respective seal of office.

Mr. Arun V Rajpurohit

Brig (Dr) Surjith Singh Pabla

Director
Dlithe Consultancy Services Pvt Ltd

Chairman
MSDC, Manipal

