Memorandum of Understanding (MoU)

Between

Techno India NJR Institute of Technology
&
Rubicon Skill Development Pvt. Ltd., Pune

For Training students on Artificial Intelligence / Machine Learning

This Memorandum of Understanding is made at Udaipur on 26th day of August 2017.

BETWEEN

Techno India NJR Institute of Technology, Udaipur (India) hereinafter referred to as **"THE COLLEGE"** (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

Rubicon Skill Development Private Limited a Company incorporated and registered under the Companies Act, 2013, having its Corporate office at 801, 8th Floor, Tower 1, World Trade Centre, Pune - 411014, Maharashtra, hereinafter referred to as **"Rubicon"** (which term shall so far as the context

admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.

1. **Introduction**

    THE **COLLEGE** has decided to partner with **RUBICON** for the conduct of Training Program in Artificial Intelligence/Machine Learning (the "Training Program") at THE COLLEGE.

2. **THE COLLEGE Responsibilities:**

    2.1.   Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Programme.

    2.2.   Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct the Training Program.

    2.3.   Shall provide all the support services and facilities to **RUBICON** during the conduct of the said Training Program. Adequate power backup through UPS and DG supplies during the training sessions

    2.4.   Shall coordinate with RUBICON and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by RUBICON, as per schedule communicated by RUBICON.

    2.5.   Provide lodging, wherever available, as per the standards of RUBICON for faculty conducting the Training Programme for the total duration of the Training Programme plus two days (one day prior and one day after closure).The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.

3. **Rubicon Responsibilities:**

3.1. Will provide necessary training as per Training Programme requirements and curriculum for delivery as per Annexure I to this MOU

3.2. Will provide suitable faculties for the training exclusive for classroom training

3.3. Will conduct assessment of its own and also arrange external assessment as required.

4. Other Terms & Conditions:

The following are other terms and conditions of engagement:

4.1. Batch Size: The batch size would need to be a min/ max of 22-25.

4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program

4.3. Pre-assessment & Selection: RUBICON would carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with RUBICON.

4.4. Programme schedule:

4.4.1. Training Program scheduled commencement date _____

4.4.2. Scheduled Completion Date: and will be completed by not later than :_____

4.4.3. Assessment schedule: The assessment of the students may be conducted within a period of up to two months from the date of successful completion of Program Training. RUBICON shall provide the schedule for assessment prior to the end of the Training Programme.

4.5. Commercials:

4.5.1. Training Fees: The training Fees is as follows,

Student Profile	Min no of students in a batch	Max no of students in a batch	Curriculum to be followed	Training Fee
4th Year Students of Class of 2018	25	25	Part 1 of Annexure I	Rs 20,000 per student
3rd Year Students of Class of 2019	22	25	Part 2 of Annexure I	Rs 75,000 per student

4.5.2.   Payment Terms

50% advance and 50% within 5 days of completion of face to face training

4.6. Certification:

Students who are successful in the assessment conducted by RUBICON shall be awarded a certificate post completion of the training program.

4.7. Term of engagement:

This MoU is valid from the date of sign off by both parties for a period of five years, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Limitations and Warranties :

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

4.9. Termination:

4.9.1.   Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.

4.9.2. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programmes, which would be without any hindrance and would be progressed for completion.
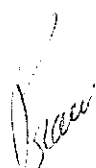
General Terms:

5.1. Both the parties may receive information proprietary to other party (the Confidential Information) in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.

5.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, titles and interests therein.

5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other.

5.4. Each party shall be at liberty to terminate this MOU with a written notice period of three (3) month to the other party without any compensation and seeking legal redress.

6. **Jurisdiction:**

In the event of any litigation, the court of jurisdiction shall be Pune.

7. **Indemnification**

Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

Any claim, compensation, case initiated by any student against Aricent in relation to the Training Program due to any acts or omissions of COLLEGE and/or RUBICON shall be defended and contested by the COLLEGE and RUBICON at their sole expenses and cost keeping Aricent indemnified from the same.

8. Limitation of Liability:

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

9. Notices:

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

10. Intellectual Property Rights

10.1. RUBICON explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the THE COLLEGE has no rights to use the content and mode of delivery for any other purpose.

10.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
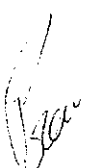
10.3. Upon expiration of this MoU, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.

11. Force Majeure:

11.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

11.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-
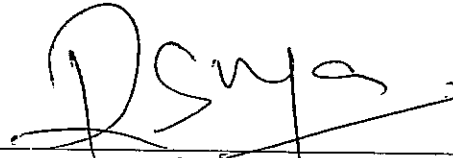
Party of the First Part   For Techno India NJR Institute of Technology

Stamp of the Party

Signature of Authorised
Signatory :
Name of Authorised Signatory   Mr Raj Shekhar Vyas

Designation :   Director

Witness
Signature of Witness

Name of Witness   :

Party of the Second Part   For Rubicon Skill Development Pvt. Ltd.
Stamp of the Party:

Signature of Authorised
Signatory   :
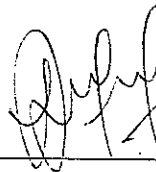Name of Authorised Signatory   Pravir Kumar
:
Designation   Chief Executive Officer

Witness

Signature   of   Witness
:

Name of the Witness   ANURAG SHARMA

Part 1

1. Introduction to AI/ML – 2 weeks

The course outline can be modified with mutual agreement but the total training hours would be limited to 80 hours spread over 2 weeks

Topic	Areas covered
Introduction to Python	About Python Basic programming in Python (loops, functions) Containers (tuples, lists, dictionaries) Introduction to NumPy Graphing and plotting using Matplotlib
Introduction to AI	What is AI and where is it used? History Intelligent agents and different levels of complexity

Solving problems	Solving problems using search
	    Breadth-first search
	    Depth-first search
	    Heuristics search
	    A* search
	    Adversarial search
	Constraint satisfaction problems

Gathering knowledge of the world	Knowledge-based agents
	    Propositional logic
	    First-order logic
	Uncertainty, probability and Bayes' rule
	Hidden-Markov models
	Bayesian networks
	Making decisions
	    Utility functions and simple decision-making
	    Sequential decisions, value and policy iterations

Machine learning	Learning from examples (supervised learning)
	    Regression vs classification
	    K-nearest neighbors
	    Decision trees
	    Artificial Neural Networks
	    Support Vector Machines
	    Ensemble methods
	Unsupervised learning
	    Clustering

	K-means Reinforcement learning
Communication and interacting with the world	Natural language processing (NLP) Computer vision (CV) Robotics

2. **Project Work/Internship in AI/ML**
   - Duration – 2 months
   - Scope –
     - o Project/internship will be provided by Rubicon
     - o Remote support will be provided to students to execute the projects

Part 2

1. Introduction to AI/ML – 2 weeks

The course outline can be modified with mutual agreement but the total training hours would be limited to 80 hours spread over 2 weeks

Topic	
Introduction to Python	About Python Basic programming in Python (loops, functions) Containers (tuples, lists, dictionaries) Introduction to NumPy Graphing and plotting using Matplotlib
Introduction to AI	What is AI and where is it used? HIstory Intelligent agents and different levels of complexity
Solving problems	Solving problems using search Breadth-first search Depth-first search Heuristics search A* search Adversarial search Constraint satisfaction problems
Gathering knowledge of the world	Knowledge-based agents Propositional logic First-order logic Uncertainty, probability and Bayes' rule Hidden-Markov models Bayesian networks Making decisions Utility functions and simple decision-making Sequential decisions, value and policy iterations

- Duration – 2 months
- Scope –
    - Project will be provided by Rubicon
    - Remote support will be provided to students to execute the projects

Machine learning	Learning from examples (supervised learning)
	    Regression vs classification
	    K-nearest neighbors
	    Decision trees
	    Artificial Neural Networks
	    Support Vector Machines
	    Ensemble methods
	Unsupervised learning
	    Clustering
	    K-means
	Reinforcement learning

Communication and interacting with the world	Natural language processing (NLP) Computer vision (CV) Robotics

2. Machine Learning

The course outline can be modified with mutual agreement but the total training hours would be limited to 80 hours spread over 2 weeks

Topic	Areas covered
Introduction to Applied Machine Learning	Statistical learning vs. Machine learning Iteration and evaluation Bias-Variance trade-off
Regression	Linear regression Generalizations and Nonlinearity Exercises
Classification	Bayesian refresher Naive Bayes Logistic regression K-Nearest neighbors Exercises
Cross-validation and Resampling	Cross-validation approaches Bootstrap Exercises
Unsupervised Learning	K-means clustering Examples Challenges of unsupervised learning and beyond K-means

3. Internship in AI/ML
Duration – 2 months

4. Project Work in AI/ML