



Memorandum of Understanding

This Agreement is entered into on **20th July 2026** by and between: **Ethnus Consultancy Services Private Limited**, represented by **Chithambaresh TI**, having its office at No.151/17/1, SST Chambers, Second Floor, 36th Cross Road, Jayanagar 5th Block, Bengaluru 560041, Karnataka (hereinafter called as “**Ethnus**”) which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the **FIRST PARTY** and **National College (Autonomous)** represented by

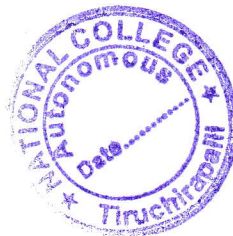
Dr.D.Prasanna Balaji, Principal of National College (Autonomous) located at National College (Autonomous) Tiruchirappalli-620001 (hereinafter called as “**National College (Autonomous)**”) which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the **SECOND PARTY**.

Ethnus and **National College (Autonomous)** are hereafter referred to singly as “**Party**” and jointly as “**Parties**”. WHEREAS, **National College (Autonomous)** is a premier technical institution dedicated to delivering quality engineering education, fostering innovation, and developing industry-ready professionals. WHEREAS, **Ethnus** is a leading training and skill development company with the objective of transforming lives through skilling.

WHEREAS, **Ethnus** has tied up with **National College (Autonomous)** for conducting emerging technology training for the students of the latter as part of the Youth Skilling Program – STEM Skills supported by **Infosys Foundation**. The training program is designed for **Final-year STEM students**, and this document remains valid for all eligible students until **2030**. Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

1. SCOPE OF THE AGREEMENT

National College (Autonomous). shall support the program by facilitating enrollment by eligible students, ensuring consistent attendance, and providing necessary training space based on **Ethnus's** requirements.



2. ROLES AND RESPONSIBILITIES OF FIRST PARTY

In addition to and not in derogation or substitution to any of the obligations, undertaking, terms and conditions or covenants set out elsewhere in this Agreement, Ethnus shall at its own cost and expense observe, undertake and comply the following obligations:

- 1.1 Shall as Delivery partner in the training program provide training to the students of **National College (Autonomous)**. Shall conduct training on various courses including Job Readiness, Life Skills, Corporate Communication, Soft Skills.
- 1.2 Shall provide online/offline training for up to 12 to 40 hours per course
- 1.3 Shall evaluate the students from time to time during the course of the training program through assessments and share the results with **National College (Autonomous)**. Shall provide certification at the end of each course considering various criteria including attendance and assessment performance.
- 1.4 Shall support their placement in IT-ITeS/Industry/Manufacturing jobs.

2. ROLES AND RESPONSIBILITIES OF SECOND PARTY

In addition to and not in derogation or substitution to any of the obligations, undertaking, terms and conditions or covenants set out elsewhere in this Agreement, shall at its own cost and expense observe, undertake and comply with the following obligations:

- 2.1 Shall share the details of its students with annual family income of less than Rs. 8 lakh, specifically final year college students and unemployed graduates from two preceding batches, as required by **Ethnus**.
- 2.2 Shall be responsible for providing training program- and placement-related communication with students throughout the training program.
- 2.3 Shall ensure that all offer letters received by its students, whether facilitated through **Ethnus** placements or secured independently, are shared with **Ethnus** in a timely manner.
- 2.4 At least ten (10) days' prior written notice shall be provided in the event that the training needs to be rescheduled or postponed for any reason.
- 2.5 The College undertakes not to engage, appoint, or authorize any other party to conduct or deliver any training in the name of, or on behalf of, Infosys Foundation.

3. COMMERCIAL TERMS

There will be no commercials involved in any of the activities conducted by either party.

PROJECT COORDINATOR

Both Parties shall nominate a Project Coordinator each, as a single point of contact, on behalf of the Parties to coordinate this project.

4. VALIDITY, RENEWAL AND TERMINATION

- 4.1 This Agreement shall be effective from the date of signing and continue to be operative for a



period of **4 years**.

4.2 The Agreement may be renewed by the Parties further through a signed written instrument on mutual agreement of Parties.

4.3 The Agreement shall be terminated immediately by mutual consent of the Parties; or by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement and is unable to rectify it within 30 (Thirty) days after receiving a written notice of such material breach, at the risk and cost of the defaulting party.

4.4 The clauses of this Agreement, which by nature are intended to survive termination of this Agreement, shall remain in effect after such termination.

5. OTHER COVENANTS

5.1 **Representation:** Neither Party shall represent the other Party in any manner. This Agreement does not give any authority to either Party to represent or exercise opinion or decision, on behalf of the other Party unless a written consent is received.

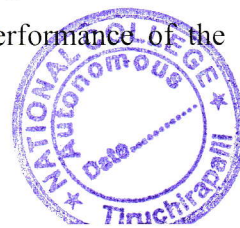
5.2 **Successors and Assigns:** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and its connected persons, affiliates, provided that no rights or obligation herein shall be assigned by both the parties without the prior written consent of the other Party.

5.3 **Indemnity: Ethnus and National College (Autonomous)** hereby undertake to indemnify and keep the other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which it may suffer or incur arising from:

(i) Any breach of its respective representations, warranties, covenants undertakings, or obligations under this Agreement; or (ii) Non-fulfilment of or failure to perform any covenant, obligation, Agreement or undertaking contained in this Agreement.

5.4 **Non-Disparagement:** Either Party shall not, at any time during the term of this Agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Party, its connected persons, affiliates, its partners or the staff of the other Party or any of its connected persons, subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. This provision as aforesaid and the non-disparagement obligation as mentioned in this Agreement shall survive the termination of this Agreement.

5.5 **Exclusivity:** Nothing contained herein shall restrict the right of **Ethnus** or **National College (Autonomous)** to enter into negotiations, business arrangements, partnerships, Agreements, and the like with third parties of its choice so long as such business arrangements, partnerships, Agreements, and the like do not affect the performance of the obligations of the respective



parties under any definitive Agreement/s the parties shall enter into and as may have been envisaged under this Agreement. Nothing contained in this Agreement shall restrict either Parties from offering same or similar courses elsewhere.

5.6 Relationship: It is agreed between the Parties that nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the Parties. No relationship of employer and employee is created between Ethnus and National College (Autonomous) and / or any person engaged by Ethnus and/or National College (Autonomous).

5.7 Publicity: All materials intended to publicize the initiatives and activities resulting from the Parties discussions shall be approved by both Parties prior to release. Upon the other Party's prior written consent (which may be via email), either Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Arrangement. No Party may acquire any right, title or interest in any other Party's trademarks under this Arrangement and no Party shall use the trademarks of the other Party without prior written consent.

5.8 Amendment and Waiver: No Amendment for change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

5.9 Confidentiality: Subject to the exceptions provided in this clause hereinafter, Parties agree that they shall keep all information pursuant to this Agreement confidential and shall not disclose to any third Person any Confidential Information with respect to the Agreement unless specified in clause 7.10 here under.

5.10 Exceptions: Party may disclose Confidential Information:

5.10.1 To the extent to which it is required to be disclosed pursuant to Applicable Law;

5.10.2 To the extent to which it is specifically permitted by the other Party in writing;

5.10.3 To the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation);

5.10.4 To its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

5.11 Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this Agreement including the



interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the Party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Bengaluru and mode of Arbitration shall be online through video conference. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

5.12 Ownership of Materials/Intellectual Property: Each Party acknowledges and agrees that the other Party owns the intellectual property rights that it owned or controlled prior to or created separately during but unrelated to this Arrangement, including any modifications thereto. Any work by the Parties resulting in the creation of new intellectual property shall be governed by the applicable Definitive Agreement(s) that addresses intellectual property ownership. No jointly owned intellectual property is intended to be created by the Parties under this Arrangement. No right or license is granted to either Party or its affiliates under this Arrangement to any confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

5.13 Force Majeure: If the performance of any obligations by any Party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained herein above, the Party affected shall be excused from its performance to the extent of such performance related to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, earthquakes, other natural calamities, war, revolution, blockage, pandemic or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

5.14 Notices and notifications: Any notice or notification required to be given under the provisions of this Agreement must be given in writing in the address given below, and can be duly served on the other party by registered post, speed post or email.

Address of First Party:

Chithambaresh TI
Customer Relations Manager

Ethnus Consultancy Services Pvt. Ltd. 151/17, SST Chambers, Second Floor,
36th Cross Road, Jayanagar 5th Block, Bengaluru 560041, Karnataka

Email: chithambaresht@ethnus.com



Address of Second Party:

Dr.D.Prasanna Balaji
Principal
National College (Autonomous)
National College (Autonomous)
Tiruchirappalli-620001
Email: principal@nct.ac.in

- 5.15 **Matters not provided in:** If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.
- 5.16 **Governing Law and Jurisdiction:** This Agreement and any matter relating to this Agreement shall be governed by and construed in accordance with the laws of India, and shall be subject to exclusive jurisdiction of the courts at Bengaluru.
- 5.17 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument. **IN WITNESS WHEREOF**, the Parties have caused their duly authorised representatives to sign this Agreement on the date first above written

For
Ethnus Consultancy Services Private Limited

For
National College (Autonomous)


Signed by
Chithambaresh TI
Customer Relations Manager



Witnesses:


Signed by
Dr.D.Prasanna Balaji
Principal
National College (Autonomous)
Tiruchirappalli - 620 001.

Witnesses:

