

**BMS** INSTITUTE OF  
**TECHNOLOGY & MANAGEMENT**  
(Autonomous Under VTU)

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**Department of Electronics and Communication Engineering**

Consultancy with EdGate Technologies Pvt Ltd

Consultants:

1. Dr. Anil Kumar D, Associate Professor, Dept. of ECE
2. Prof. Thyagaraj T, Assistant Professor, Dept. of ECE

## CONSULTANCY AGREEMENT

THIS AGREEMENT made on this 1<sup>st</sup> day of June 2021 between EdGate Technologies Pvt Ltd a Company incorporated under the Companies Act, 1956 having its Registered Office at #479, 6<sup>th</sup> Main, H.M.T. Layout, R.T.Nagar, Bangalore:560032 which expression, shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns (hereinafter referred to as 'the Company') of the ONE PART and BMS Institute of Technology and Management, Yelahanka, Bengaluru-560064 which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, administrators and legal representatives (hereinafter referred to as 'the Consultant') of the OTHER PART:

WHEREAS the Company is engaged in the business of Training and Embedded Systems products and is carrying on its activities in India; AND WHEREAS the Company, as part of its business, has decided to appoint consultant for training

AND WHEREAS the Company requires the expert services of a person having the experience and specialised knowledge in the Artificial Intelligence and Machine Learning field in assisting and advising the Company to EdGate Technologies Pvt Ltd.

AND WHEREAS the Consultant has the requisite expertise, specialised knowledge and experience in the ...Artificial Intelligence and Machine Learning field and has offered his/its services to the Company on a principal to principal basis;

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. APPOINTMENT**

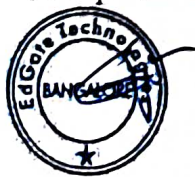
- 1.1. The Company hereby appoints the Consultant to render Consultancy Services and the Consultant hereby accepts the same upon the terms and conditions hereinafter set forth.
- 1.2. The services will be rendered by the Consultant to the Company in Artificial Intelligence and Machine Learning field {area of consultancy} in accordance with the directions and requirements of the Company.
- 1.3. The Consultant shall devote his attention and energy to rendering the services under this Agreement in accordance with the directions of the Company.

**2. TERMS**

The services to be provided under this Agreement shall be for a period of Three Years i.e.36 months commencing with effect from .....15-07-2021... and shall continue . Unless a notice of termination is given by either party as per clause 5 hereunder.

**3. CONSULTANT'S SERVICES, DUTIES AND OBLIGATIONS ("SERVICES")**

3.1 "Services" shall mean the obligations, duties and services to be provided by Consultant under this Agreement as described in an attached Statement of Work in Annexure "A" which is attached hereto and made part of this Agreement.



3.2 The Consultant will perform the "Services" in accordance with the procedures described in the Statement of Work, in a timely and professional manner, consistent with industry standards, at a location, place and time that the Consultant deems appropriate, and all in accordance with the Statement of Work, and this Agreement. The manner and means the Consultant chooses to perform the Services are in the Consultant's sole discretion and control. In providing the Services, the Consultant agrees to provide its own equipment, other materials at its own expense.

3.3 The Consultant, in consultation with the Company, will determine the method, details and means of performing the work to be carried out for company. In addition, Company shall be entitled to exercise a broad general power of supervision and control over the results of the work performed by the Consultant to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the Statement of Work. Modifications to the scope of the Statement of Work by the Company resulting in additional services by the Consultant shall be compensated accordingly.

#### **4. FEES/EXPENSES.**

4.1 In consideration of the services to be rendered, the Consultant shall receive consultation fees as described in an attached Statement of Work in Annexure "A" which is attached hereto and made part of this Agreement.

4.2 All payments shall be subject to deduction of tax at source and any other taxes as in accordance with Indian law. Consultant must submit details of PAN (Permanent Account Number) and Account payee details.

4.3 The Company shall make payments to the Consultant within 30 days ( Thirty Days) from the execution of training.

4.4 Compensation Can be reviewed based on prevailing conditions after 3 Months.

#### **5. TERMINATION.**

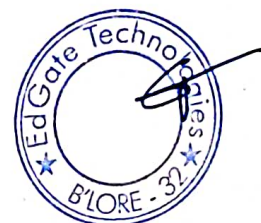
5.1 Either party shall have the right to terminate this Agreement by giving written notice of termination to the other by registered post on the address given hereinabove. The Agreement shall terminate on the 30 days after such notice of termination.

5.2 The Consultant shall return all documents including papers, memoranda, notes, programmes, data and all copies thereof including any electronic record containing any business and technical information disclosed to the Consultant by the Company or in any manner procured, received by the Consultant during his term of appointment with the Company.

5.3 Upon the termination of this Agreement for any reason whatsoever all amounts due and payable to the Consultant shall be paid within 30 days from the date of termination of this Agreement.

#### **6. CONFIDENTIALITY.**

The Consultant shall keep confidential all "confidential information" provided to him by the Company excepting only such information as is already generally known to the public and that he shall not release use or disclose of the same except with the prior written permission of the Company or if required by law or an order from court. However, the Consultant will be entitled to divulge the information to those who are directly concerned or as may be necessary in order to obtain certain information necessary for the performance of his obligations.





## 7. RESTRICTION:

The Consultant shall not sell, shall not work with organizations having similar Business or enter into agreement with any other company or entity other than EDGATE TECHNOLOGIES PVT LTD for a period 3 years from the date of agreement or otherwise (Hereinafter referred to as "Restricted Period"), Consultant agrees not to engage in any business competitive, independently /entrepreneur or in association with others, with any business of the Company without the Company's prior written consent.

## 8. RELATIONSHIP BETWEEN THE COMPANY AND THE CONSULTANT.

The Consultant is an independent contractor and is not an agent or employee of the Company and is not authorised to act on behalf of the Company. While the Company is entitled to provide the Consultant with general guidance to assist the Consultant in competing the Services to the Company's satisfaction, nevertheless the Consultant is ultimately responsible for directing and controlling the performance of the task comprising the Statement of Work, in accordance with the terms and conditions of this Agreement.

## 9. DISPUTE/RESOLUTIONS

Any disputes difference, controversy arising relating to the interpretation of this Agreement shall be settled by arbitration in the accordance with the rules of conciliation and arbitration of India. The place of arbitration shall be at Bangalore, Karnataka state, India and conducted in English.

## 10. JURISDICTION AND APPLICABLE LAW

This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF the respective parties have caused this instrument to be executed in duplicate, each of which shall be considered as original.

For EDGATE TECHNOLOGIES PVT LTD For BMS Institute of Technology & Management

(Authorized Signatory)

Name: Gurdreet Singh

Designation: Director -Business Operations



Signature

Name: Dr. Mohan Babu, Principal,

PRINCIPAL

BMS Inst. of Tech. & Mgmt.

Doddaballapur Main Road

Avalahalli, Yelahanka, B'lore-64

*Mohan Babu*

15/7/21

Consultant :

1. Dr. Anil kumar D, Associate Professor, ECE Department

2. Mr. Thyagaraj T, Assistant Professor, ECE Department,

*Anil Kumar D* 15/7/21

*Thyagaraj T* 15/7/21

ANNEXURE "A"

STATEMENT OF WORK

I. RESPONSIBILITIES & EXPECTATIONS

Students / Faculty Development Program for 10 Days (20 hrs) and 20 Days (40 hrs)

- o Scheduled training will not be cancelled / postponed at any given point of time
- o Company may request Consultant to conduct Students / Faculty Development Programs compensate the Consultant as given below:

*For the training program with # participants, the compensation is given below:-*

Event Type	Workshop/FDP Duration	Compensation	Deliverable for PAYMENT
Student/ FDP participants	10 Days	INR 400 per Participants	<ul style="list-style-type: none"><li>• Consultant should have good internet facility.</li><li>• Consultant should share PPTs/training information to Company as and when required.</li><li>• The Company shall make payments to the Consultant within 30 days (Thirty Days) from the successful completing of training program.</li><li>• Feedback on final day of session.</li></ul>
	20 Days	INR 900 per Participants	

For EDGATE TECHNOLOGIES PVT LTD. For BMS Institute of Technology & Management



(Authorized Signatory)

Name: Gurpreet Singh

Designation: Director - Business Operations

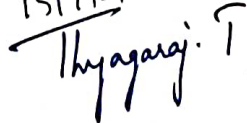
Consultant :

1. Dr. Anil Kumar D, Associate Professor, ECE Department

2. Mr. Thyagaraj T, Assistant Professor, ECE Department,

Signature   
Name: Dr. Mohan Babu, Principal 15/7/21  
**PRINCIPAL**

**BMS Inst. of Tech. & Mgmt.**  
**Doddaballapur Main Road**  
**Avalahalli, Yelahanka, B'lore-64**

  
Thyagaraj T, 15/7/21