

MEMORANDUM OF UNDERSTANDING

This MoU is executed on the ___ day of _____ 2024 at Lucknow by and between:

TECHNICAL EDUCATION DEPARTMENT (DTE), UTTAR PRADESH

And

SGBS UNNATI FOUNDATION (SUF)

DEPARTMENT OF TECHNICAL EDUCATION (DTE), GOVERNMENT OF UTTAR PRADESH, having its office at UP Civil Secretariat, Lucknow, Uttar Pradesh _____ (hereinafter referred to as "DTE") which expression shall unless repugnant to the context or meaning thereof be deemed to include its, executors, administrators, legal representatives, nominees, affiliates and permitted assigns of the **FIRST PART**;

AND

"SGBS Unnati Foundation" a not for profit organization under Section 8 of Companies Act represented by **Mr. Sanjeet Nigam, Changemaker, Unnati Foundation**, having its registered office at #1, Temple road, NGEF Layout Sadananda Nagar, Bengaluru - 560038 (hereinafter referred to as "SUF") which expression shall unless repugnant to the subject or context shall mean and include its affiliates, successors, assigns and administrators,

(All the parties are hereinafter, collectively referred to as the "Parties" and individually as the "Party")

DTE, after evaluation has decided to offer skill development training, hereinafter called as "UNXT" to youth who are in GOVERNMENT ENGINEERING COLLEGES AND GOVERNMENT/ GOVERNMENT AIDED POLYTECHNICS UNDER ITS PURVIEW

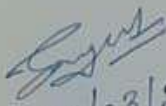
AND WHEREAS DTE and SUF, hereby desire to enter into a non-exclusive relationship that will enable SUF to deliver "UNXT" at GOVERNMENT ENGINEERING COLLEGES AND GOVERNMENT/ GOVERNMENT AIDED POLYTECHNICS UNDER DTE

AND WHEREAS the Parties agree to enter into relationship for mutual benefits at the terms and conditions mentioned in this MoU.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- (i) In addition to terms and expressions defined elsewhere in this MoU (including the Recitals), except to the extent that the context requires otherwise, the following words and expressions shall bear the meaning ascribed to them here in below:


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- "MoU" means this MoU executed by the Parties.
- "UNXT" means the 30 day -3hr/ day skill development training offered free of cost to Final Year youth in GOVERNMENT ENGINEERING COLLEGES AND GOVERNMENT/ GOVERNMENT AIDED POLYTECHNICS UNDER DTE
- "Proprietary Information" means trademarks, trade names, and marks, whether registered or not.
- "Term" means the term of this MoU as stated in clause of this MoU.

(ii) Interpretation. In this MoU, headings and bold type are for convenience only and do not affect the interpretation of this MoU and, unless the context otherwise requires:

- A reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders; and
- A reference to an individual shall include his personal representative, successor or legal heir.

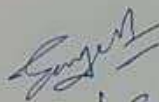
2. SCOPE

SUF shall collaborate with DTE to provide training to students during the term of this MoU. The Parties will describe the Services in one or more Schedule of Works (SOW). This MoU will apply to each and every SOW. SUF may enter into SOW with DTE under the terms of this MoU, and in such an event, any necessary local legal and other requirements, to the extent of this MOU, will be documented separately in writing, as may be agreed by both parties.

This MoU expresses the spirit of co-operation and the best intentions of the Parties to achieve the purposes stated herein.

3. ROLE OF DTE

1. DTE shall endorse the UNXT program and facilitate the Directors/Principals and Placement Officers of Government engineering colleges and Government/ Government aided polytechnics to mobilize their final year students, to attend the UNXT training program in their Institute premises.
2. DTE will ask Institutes to provide all the necessary infrastructure to ensure smooth running of the programme. Infrastructure includes (i) a classroom, (ii) a Projector or a TV with HDMI/VGA Cable and (iii) Internet connection.
3. DTE will strive to ensure that there are two batches in a day per Institute with acritical class size of at least 35 students per batch.
4. DTE will appoint a nodal officer to be a SPOC (Single point of contact). This officer will closely work with Unnati and the Regional Joint Directors and Directors/ Principals of the institutes to ensure smooth implementation of UNXT program. This officer will be authorised officially to do so.
5. DTE will inform industry bodies regarding the programme and request them to give preference to youth of Government engineering colleges and Government/ Government aided polytechnics who have been certified by SUF by signing up to Unnati's Udhogam Portal.
6. DTE's role will be non-financial in nature.
7. DTE will ask Institutes to share data of students with Unnati to facilitate enrolment and placement.


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4. ROLE OF SUF UNDER "UNXT" Program:

1. UNXT training is conducted free of cost for 3 hours per batch and a minimum of two batches per day, spanning over 30 working days in each Institute. Time Table is attached in ANNEXURE 1.
2. LMS with over 600 videos and questions is provided free of cost to the youth who attend the UNXT program.
3. UNXT digital certificate will be provided to students who match the attendance requirement of 90% (27 days of attendance).
4. SUF will raise funds for this programme through the CSR Sponsor. SUF will be allowed to display the Sponsor Company's name during the programme.

SUF will hire trainers (ChangeMakers) at the listed locations on its payrolls.

SUF Impact measurements:

- SUF will work on placement in a big way through its portal "Udhyogam", for employers with relevant filters and upload all certified student data on the portal to facilitate quick and easy placement.
- SUF will ensure 70% of the total trained youth will fall under 3 heads, namely, a) Employed b) Self- Employed and c) Higher Studies.
- SUF will assure a job for students who approach them. The jobs will be in Metro Cities and in reputed companies with social securities like ESI & PF.
- The salaries offered by these companies will be in line with the market.

5. CONFIDENTIALITY

During the term of this MoU, either Party may receive or have access to technical or Proprietary Information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing Party considers to be confidential ("Confidential Information"). In the event Confidential Information is to be disclosed, the Confidential Information shall be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, shall be designated as confidential in writing by the disclosing Party summarizing the Confidential Information disclosed and sent to the receiving Party within thirty (30) days after such oral disclosure.

Confidential Information may be used by the receiving Party only with respect to the performance of its obligations under this MoU, and only by those employees of the receiving Party and its subcontractors who have a need to know such information for purposes related to this MoU, provided that such subcontractors have signed separate MoUs containing substantially similar confidentiality provisions. The receiving Party shall protect the Confidential Information of the disclosing Party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving Party uses to protect its own confidential information of like nature. The receiving Party's obligation shall be for a period of one (1) year after the date of disclosure.

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The obligations stated above shall not apply to any information which is:

- Already known by the receiving Party prior to disclosure.
- Publicly available through no fault of the receiving Party.
- Rightfully received from a third Party without a duty of confidentiality.
- Disclosed by the disclosing Party to a third party without a duty of confidentiality on such third party.
- Independently developed by the receiving Party prior to or independent of the disclosure.
- Disclosed under operation of law.
- Disclosed by the receiving Party with the disclosing Party's prior written approval.

6. TERMS OF COLLABORATION

This MoU is effective from the date of Signing and is valid for three years. The continuity of the MoU may be decided by either party after successful completion of the aforesaid term.

DTE and SUF shall jointly review progress of programme and will form the basis for subsequent actions to grow the collaboration, including launching of new programmes and future developments.

7. LIMITATION OF LIABILITY

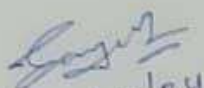
In no event shall SUF be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software, courseware, and other inputs or services provided under this MoU, the provision of information and related content through the software and other inputs, or services or otherwise, arising out of the use of the software and other inputs or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

8. INTELLECTUAL PROPERTY OF SUF

DTE acknowledges and agrees that with respect to goods and services, including marketing collaterals (if any) and other inputs received by them from SUF, no copyrights, trademarks, intellectual property rights or other pecuniary benefits are granted by SUF to DTE, either expressly, by implication, inducement, estoppel or otherwise.

9. GENERAL CLAUSES

1. No Agency: The Parties hereto agree DTE and SUF are executing this MoU on a principal to principal basis. Nothing herein contained shall constitute any Party as an agent, legal representative, partner, subsidiary, joint venture or employee of the other Party. No Party shall have the right or power to, and shall not bind or obligate in any way, manner or thing whatsoever, the other Parties nor represent to the contrary.


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- II. Entire MoU: This MoU constitutes the entire MoU between the Parties and shall prevail over any other MoU relating to the subject matter hereof. The Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Parties except as herein contained.
- III. Non-Waiver: Any Party to this MoU may (a) extend the time for performance of any of the obligations or other acts of any other Party, (b) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered by the other Party pursuant thereto or (c) waive compliance with any of the MoUs or conditions of any other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this MoU. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.
- IV. Governing Law: This MoU (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this MoU or its formation) shall be governed by and construed in accordance with laws of India.
- V. Jurisdiction: The Parties agree that only the Courts in Lucknow shall have jurisdiction to entertain any proceedings related to this MoU whether during pendency, or after termination. No other Court shall have jurisdiction under this MoU.
- VI. Non Assign-ability: The rights and obligations incumbent upon the Parties pursuant to the provisions hereof shall not be ceded or assigned in any circumstances to any third party except as may be agreed. The prior, written consent of SUF shall be required by DTE for assigning its rights and obligation under this MoU to an associate, affiliate or franchisee for the purpose of this MoU.
- VII. No Disclosure: neither the execution of this MoU or its terms shall be disclosed to any other person by either of the Parties without prior written consent of the other Party unless disclosure is required by Applicable Law or the Laws of India and disclosure shall then only be made after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of disclosure.
- VIII. Expenses: Save as expressly otherwise provided here in, each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this MoU or any other MoU incidental to or referred to in this MoU.
- IX. Severability: Each of the provisions contained in this MoU shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this MoU.
- X. Amendment: This MoU may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties.
- XI. No Third Party Beneficiaries: This MoU is solely for the benefit of the Parties hereto and no provision of this MoU shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other


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right in excess of those existing without reference to this MoU.

XII. Counterparts: This MoU may be executed in any number of counterparts and by the several Parties hereto on separate counterparts, each of which when so executed, shall be an original, but all the counterparts shall together constitute one and the same instrument.

XIII. Survival: The provisions of Clauses 5, 8 and 9, shall survive the termination or expiration of this MoU.

XIV. **FORCE MAJEURE**

For the purpose of this MoU, the 'Force Majeure Event' means anything outside the reasonable control of a Party including fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labour dispute, civil disorder, riot, act of civil or military authority, act of public enemy, terrorist threat or activity, war (declared or undeclared), act of God, act or omission of carriers or suppliers, restriction of law, regulation, order or other acts of regulatory or governmental agency(ies), interruption or failure of telecommunication or digital transmission link, Internet failure or delay but excluding the occurrence of such events with respect to another customer of the Party.

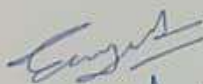
Neither Party shall be responsible or liable for, or deemed to be in breach of this MoU because of any failure or delay in complying with its obligations under this MoU, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the affected party to the extent that such failure or delay would have nevertheless been experienced by the Party had such Force Majeure event not occurred.

10. DISPUTE RESOLUTION

1. Any dispute arising from or out of the performance of this MoU shall first be settled by the Parties amicably. In case, no amicable settlement can be reached, then such dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each Party will be entitled to appoint one arbitrator and the third arbitrator will be appointed with the consent of two arbitrators. The panel of three arbitrators will arbitrate disputes and the decision of the arbitral tribunal will be final and binding on both the Parties. The expenses of the arbitration will be shared equally by the parties to the MoU.
2. The venue of arbitration shall be Lucknow and the language of arbitration shall be English.
3. The award shall be rendered in the English Language and shall be final and binding between the Parties.

10. TERMINATION BY CAUSE:

- (i) Each Party shall be entitled to terminate this MoU in the event of failure on part of the other Party to rectify or remedy any material breach of its obligations pursuant to and under the MoU within [30] thirty calendar days of receipt of written notice in this regard from non-defaulting Party.


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- (ii) Each Party shall have the right to terminate this MoU with immediate effect by written notice if the following events occur:
- a) Other Party is wound up, liquidated or for any other reason ceases to carry on its business or transfers its business to another entity;
 - b) A decree or order by a court or governmental agency or authority for the appointment of a receiver or liquidator for the assets and properties of other Party in liquidation proceedings, readjustment of debt, marshalling of assets and liabilities or similar proceeding and the interim order is not vacated within seven [7] calendar days from the date of its issuance.
 - c) Termination without cause and/or for Convenience: The Parties shall have the right to terminate this MoU without assigning any reason by giving a sixty (60) calendar day's prior written notice to the other Party.

Notices: Any notice provided for or permitted under this MoU will be treated as having been given when a) delivered personally, b) sent by confirmed telecopy, c) sent by commercial overnight courier with written verification of receipt, or d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting whichever is earlier.

For and on behalf of DTE

M. Devaraj
Principal Secretary
DEPARTMENT OF TECHNICAL
EDUCATION, UTTAR PRADESH

(एम० देवराज)
प्रमुख सचिव
प्राविधिक शिक्षा, व्यावसायिक शिक्षा,
कौशल विकास और उद्यमशीलता विभाग,
उत्तर प्रदेश शासन

For and on behalf of SUF

Sanjeet Nigam
Changemaker
SGBS UNNATI FOUNDATION