

3.5.2 Number of functional MoUs with Institutions, other universities, industries, corporate houses etc. during the years 2022-23

Name of the institution/ industry/ corporate house with whom MoU is signed	Year of signing MoU	Duration	List the actual activities under each MOU and web -links year-wise
Garuda Aerospace Pvt. Ltd., Lubdhi Colony, Alwarpet, Chennai, Tamil Nadu - 600018	2022-23	Open End	Industrial Training, & Visits, Guest Lecturing, Placement of Trained Students.
Mouktik Consulting Services Pvt. Ltd., Plot No. - 1, New Gayatri Nagar, Jilalguda, Telengana - 500097	2022-23	Open End	Industrial Training, & Visits, Guest Lecturing, Placement of Trained Students.
Nasscom Foundation, A1 - 125, Lower Ground Floor, Safdarjung Enclave, New Delhi 110021	2022-23	Open End	Industrial Training, & Visits, Guest Lecturing, Placement of Trained Students.
Reacha, 177-178, Second Floor, Triveni Apartments, Jhilmil Colony, Delhi 110095	2023-24	Open End	Industrial Training, & Visits, Guest Lecturing, Placement of Trained Students.
Bongs Prayukti International Pvt. Ltd Kolkata 700008 West Bengal	2022-23	2023-2025	Industrial Training, & Visits, Projects Guest Lecturing, Placement of Trained Students.

Memorandum of Understanding

Between

RITEE Academy of Training, Raipur Institute of Technology, Raipur

With its registered office in Near Bal Ashram, Kutchery Chowk, Jail Road, Raipur 492001

Hereinafter referred to as "Institution"

and

Garuda Aerospace Private Limited,

With its registered office in Chennai, India

- Hereinafter referred to as "Garuda Aerospace" -

Institution and Garuda Aerospace hereinafter referred to individually as "Party" or collectively as "Parties" – Garuda Aerospace

Memorandum of Understanding

This MOU being signed between Garuda Aerospace Private Limited, having its registered office at Garuda Aerospace Private Limited: Agni Business Centre, 3rd Floor, 24/46, K.B. Dasan Road, Alwarpet, Chennai 600 018 (hereinafter referred to as Garuda Aerospace) OF THE ONE PART and RITEE Academy of Training, Raipur Institute of Technology, Under the Aegis of Mahanadi Education Society Raipur, an educational institution situated at its registered office at Near Bal Ashram, Kutchery Chowk, Jail Road, Raipur 492001, hereinafter referred to as "Institution") OF THE OTHER PART, with a mutual desire to cooperate on bringing Industry Interface by providing programs which are in line with the strengths and aspirations of both the organizations.

The expressions Garuda Aerospace and "Institution" shall, wherever the context admits, mean and include their respective successors in interest and permitted assigns. This MOU is executed at Chennai in the 31.08.2023

WHEREAS

- Garuda Aerospace with an objective of bringing industry interface to students of RITEE Academy of Training, Raipur Institute of Technology, Under the Aegis of Mahanadi Education Society Raipur.
- Garuda Aerospace Pvt Ltd, India's Drone Unicorn start-up is shaping the drone ecosystem in India by pioneering applications in multiple domains using drones. We are India's largest Agriculture Drone fleet owner with a thirst to provide newer solutions for multiple challenge statements with drones as a platform for the solution.
- Garuda Aerospace is willing to participate in an arrangement with Institution for providing Industry Interface to the students of the Institution as preferred partner.
- This MOU provides for Garuda Aerospace and Institution to come together for mutually beneficial cooperation on Industry Interface of Drones as mentioned below;

Vijayakumar Rajagokhinam



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RAIPUR INSTITUTE OF TECHNOLOGY
C-1, Near Bal Ashram, Kutchery Chowk, Jail Road, Raipur (C.G.)

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

1. Objectives:

The objective of this MOU is to combine and synergize the expertise of Garuda Aerospace and Institution. Both the parties shall commit the necessary resources in pursuance of the objectives and formulate necessary action plan to fulfil the objectives. Both the parties undertake to work with each other in a seamless and transparent manner in the spirit of mutuality and partnership.

2. Areas of Cooperation:

This MOU addresses mutual cooperation in the following areas:

- (A) Research and Development
- (B) Training
- (C) Service and Maintenance
- (D) Advisory role in academics

Garuda's Commitment

- Garuda Aerospace Centre of Excellence (CoE) at the institution engages faculty and students of the institute in research, consultancy, service & maintenance of Drones and training programs
- Provide inputs to enhance the curriculum and be an advisory from the capacity of an industry expert in Aeronautical field (Drones).
- Provide placement opportunity to the students of the COE in Garuda Aerospace, if found eligible, he/she will be hired to the team as per their interest and capabilities.
- Conducting National Drone Events/Competitions for the students of CoE Institutions yearly.
- Provide training on Drone Piloting at a cost of Rs.10000/- per student for the students of the Institution.

Institutions Commitment

- Provide civil, electrical and computing facilities for the COE.
- Shall nominate two faculty members preferably in the grade of Asso. Professors and above, to undergo 5 day training program at any of Garuda Aerospace's facilities. This training program shall be offered at free of cost. Food and Accommodation to be borne by the Institution. These two faculty members shall maintain and operate the COE as per the policy and guidelines defined by Garuda Aerospace. No honorarium or salary shall be paid for such activities.
- Provide minimum 50 students for 5-day training (FDP designed programs) for internal as well as external participants as approved by Garuda Aerospace. The training cost shall be reimbursed to the Institution by Garuda Aerospace at Rs.5,000 per external candidate and for internal shall be free of cost.
- Provide accommodation and hospitality to the trainers and experts from Garuda Aerospace during training and consultancy activities
- Provide accommodation and hospitality for external trainees on a paid basis
- Shall play a role as advisory service to the local bodies. Act as a service centre of

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CH-18
JALANDHAR (INDIA)

Garuda Aerospace and render Repairs and Maintenance services to the clients of Garuda Aerospace. The revenue generated through this service rendered shall be shared by the Institution and Garuda Aerospace at 60%:40% sharing

3. Non-Exclusivity:

The cooperation/understanding contemplated herein is not exclusive and GARUDA AEROSPACE /Institution shall be free to enter into similar arrangements with any other party also.

4. Exercising Authority:

Both GARUDA AEROSPACE and Institution will nominate and inform to each other names of two specific representatives to act as the exercising authorities, for operating the various provisions of this MOU on behalf of their respective organizations. All formal communications will be exchanged only through these nominated representatives.

5. Validity of this MOU

This MOU shall be valid for a period of 3 years initially from the date of signing, after which it can be renewed by mutual agreement between the parties. Either party during its currency can also terminate this MOU by giving a notice of one month on the other. On termination, each party shall return to the other party all such documents and reference material as may have been borrowed for the purpose of fulfilling the work under this MOU. This MOU shall also stand terminated if a court of competent jurisdiction declares either of the parties as insolvent. Any termination as per this clause shall not affect the antecedent liabilities of the parties prior to the termination including completion of all assignments that have been agreed prior to such termination.

6. Confidentiality:

In the course of fulfilling the mutual responsibilities under this MOU, there will be a sharing of information of confidential nature. Both parties hereby agree to maintain such information relating to methods, trade secrets, products, services, processes, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express consent of the other party except as may be necessary in the course of fulfilling mutual responsibilities in this MOU. This clause of confidentiality shall extend to the parties employees and associate / Subsidiary Companies / Concerns.

The parties each agree to refrain from distributing, disclosing or disseminating the Confidential Information of the other party and its affiliated entities which is disclosed to it and its affiliated entities in any manner to any person or entity except to the Recipient's employees, consultants and agents who have a need to know and who are obligated in a manner consistent with this MOU to maintain the confidentiality of such information.

Each party's obligation to maintain the confidentiality of the Confidential Information of the other party shall expire two (2) years after the date of disclosure or 12 months after expiry or termination of this MOU whichever is earlier. All drawings and other documents, any copies thereof, or things or samples which embody the Confidential Information of a party shall remain the property of that party and will be promptly destroyed, upon that party's request. The parties each agree that the Recipient of Confidential Information shall not remove any copyright, confidential, proprietary rights or intellectual property notices attached to or included in

Vijayakumar Rajaraman



Principal
Rajaram Institute of Technology
Kudamuzh, Kanyakumari

Confidential Information furnished by the other. The Recipient shall reproduce all such notices on any copies.

The restrictions and confidentiality obligations set forth in this MOU shall not apply to the Discloser's Confidential Information which:

- a. is disclosed upon the advance written authorization of the Discloser;
- b. is lawfully disclosed to the Recipient by a third party without any confidentiality obligation; or
- c. is clearly demonstrable that same was lawfully known or independently developed by the Recipient prior to such disclosure.

Neither party shall use the Confidential Information of the other for any purpose other than to carry out the purpose of this MOU.

The Receiving Party shall construe nothing contained in this MOU as granting to a party a license, either express or implied, under any patent or copyright owned or obtained, or which is or may be licensable.

Neither party shall make any press release or other public references or utterances of any kind regarding this MOU, the information received as part of this MOU or the contents of this agreement without prior written consent of the other party.

Each party upon written request from the other party shall return or destroy all drawings and other documents, including any copies or summaries thereof, or other tangible forms which embody any confidential information of the requesting party.

7. Notices:

All notices and communications concerning this MOU shall be sent to the respective addresses of the parties as below

In the case of GARUDA AEROSPACE Garuda Aerospace Private Limited
Agni Business Centre, 3rd Floor, 24/46, K. B. Dasan Road, Alwarpet, Chennai – 600 018.

In the case of Institution

RITEE Academy of Training, Raipur Institute of Technology, Under the Aegis of Mahanadi Education Society Raipur, Near Bal Ashram, Kutchery Chowk, Jail Road, Raipur 492001

8. Amendments:

Any amendments to this MOU shall be in writing and signed by both the parties.

9. Ownerships:

Intellectual property rights, titles or ownership of any products, proprietary information or technology will not be transferred from one company to another on account of use of the same as part of any work under this MOU and shall always remain with the original owner of the same.

10. Costs:

Institution shall bear their respective costs arising out of the imparted Industry Interface programs under this MOU.

11. Detailed agreement:

The parties will enter into a detailed agreement for each module materialized under this MOU. The detailed agreement shall outline roles and responsibilities, liabilities to customers and define

Vijayakumar Rajarathinam



[Signature]
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S. MAHARAJA ACHARYA AIRA (G)

primary and secondary responsibilities for each business assignment to be executed. The detailed agreement shall not override the MOU, but define a commercial and contractual framework for work execution.

12. Resolution of Disputes:

12.1 If any dispute arises in connection with this Agreement, the responsible representatives of the Parties shall attempt, in fair dealing and in good faith, to settle such dispute. Each Party can request from the other Parties that on all sides a senior representative becomes involved in the negotiations. If the Parties are not able to reach an amicable settlement, each Party may initiate an arbitration proceeding.

12.2 Any dispute or difference or claim arising out of or in relation to this transaction including construction, validity performance or breach thereof shall, shall be referred to and finally resolved by arbitrator under Arbitration and Conciliation Act of 1996 and any subsequent amendments thereof for time being in force. The number of Arbitrator shall be one. If the Parties cannot mutually agree on arbitrator within 4 weeks, then Garuda Aerospace shall appoint a sole arbitrator. The seat of arbitration shall be Chennai. The language to be used in the arbitration proceedings shall be English. Each Party may seek provisional measures from Courts at Chennai, including provisional injunctive relief, provided that the final resolution of the dispute is through the arbitral tribunal appointed in accordance with this Clause 13.

13. Commitments:

Institution / GARUDA AEROSPACE shall make commitments or bind **Institution** /GARUDA AEROSPACE in any manner with any customer only with prior written consent from **Institution** / GARUDA AEROSPACE .

This MOU does not create a joint venture, agency, partnership or other business arrangement, and any agreement between the parties as to business activities will be set forth in subsequent written agreements. Therefore this MOU cannot be used as a right to represent either party on behalf of the other, in any business promotion or sales activities, unless so authorized in writing.

14. Force Majeure:

Neither GARUDA AEROSPACE nor **RITEE Academy of Training, Raipur Institute of Technology, Under the Aegis of Mahanadi Education Society Raipur** shall be liable for non-performance of any or all their obligations under this MOU due to reasons of "Force Majeure "and / or reasons beyond their reasonable control. If the performance as specified in this proposal is prevented, restricted, delayed or interfered by reason of:

- Fire, explosion, cyclone, floods;
- War, revolution acts or public enemies, locate or embargo;
- Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
- Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond control.

The same shall not constitute a breach of the agreement and the time for performance for such provision, if any, shall be deemed to be extended for a period equal to the duration of condition preventing performance.

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In Case the Force - Majeure conditions prevails and / or is likely to prevail for a period beyond one month both the parties will decide the project progress & future actions mutually.

15. Governing Law:

This MOU shall be governed by the laws of Republic of India.

16. Integration:

This MOU contains the entire understanding between the parties and supersedes any prior written or oral agreements between them.

17. Waiver

No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof of any other right or privilege.

18. Severability

If any provision of the MOU is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all the remaining portions thereof.

19. Non-solicitation

During the terms of this MOU and for one year after its expiry or termination, neither party shall, without the prior written consent of the other party, canvass or solicit for direct or indirect employment of any employee (involved with work of this MOU) of each other or proceed with any application by or on behalf of that employee for direct or indirect employment. Neither party shall procure any third party to do any of the aforesaid acts.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEAL, THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED.

Signed for and on behalf of
Garuda Aerospace Private Limited

Vijayakumar Rajarathinam

Name: Dr Vijayakumar Rajarathinam
Designation: Executive Director

Witnesses:

1. Mr.Navin Prabhu-
2. Mr.Harikeerthan-

D. N. Prabhu
Harikeerthan



Signed for and on behalf of
RITEE Academy of Training

Shailendra Jain

Name: Dr.SHAIENDRA JAIN
Designation: SECRETARY

- 1.Mr.PL Yadu-
- 2.Mr.Amit Kandalkar-

Amit kandalkar

Pitamber Lal Yadu
PRINCIPAL
RAJAPUR INSTITUTE OF TECHNOLOGY
RAJAPUR, RAJASTHAN

Date: 20.09.2023

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into this 31st Day of August 2023 by and between: **Garuda Aerospace (P) LTD, Chennai, Tamilnadu, and RITEE Academy of Training, Raipur Institute of Technology, Raipur.**

Garuda Aerospace Private Limited, a Company incorporated under the Companies Act, with its principal place of business at 24/46, KB Dasan Road Alwarpet Chennai -600018 represented by its Executive Director Dr Vijayakumar Rajarathinam (hereinafter, referred to as "Company" which expression shall, unless repugnant to the context or meaning thereof, mean and include its affiliates, successors and assigns) of the First part;

And **RITEE Academy of Training, Raipur Institute of Technology Under the Aegis of Mahanadi Education Society Raipur**, A Society duly Registered and governed by Madhya Pradesh Society Registration Act 1973 as applicable, organized and existing under the laws of India having its Registered office and Principal place of business at Near Bal Ashram, Kutchery Chowk, Jail Road, Raipur 492001 represented by its Secretary Mr. Shailendra Jain (Herein after referred to as 'INSTITUTE, which terms of expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assignments) of the Second Part.

RITEE Academy of Training, Raipur Institute of Technology, Raipur and Garuda Aerospace (P) LTD, Chennai, Tamil Nadu, hereinafter referred to as "PARTY" and collectively as "PARTIES")

WHEREAS, the PARTIES wish, on a non-exclusive basis, to promote its Drone Flying Training business relationship as well as to facilitate discussion on the future cooperation in below-mentioned fields.

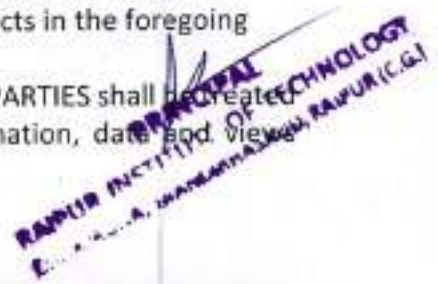
WHEREAS, the PARTIES wish to enter into this MOU which merely constitutes a statement of the mutual intentions of the PARTIES.

NOW THEREFORE, in consideration of the foregoing, the PARTIES hereby mutually understand and agree as follows

1. The PARTIES wish, on a non-exclusive basis, to explore the possibility to cooperate with each other on a basis in the fields of AGRICULTURE DRONE TRAINING through the consideration of competitiveness and mutual interest. Both parties agreed to start cooperation on projects of the following sectors:

Drone Flying Training

2. The PARTIES agree to exchange information, data and views required for the discussion on the cooperation related to the future projects in the foregoing fields.
3. All information, data and views exchanged between the PARTIES shall be treated as confidential and no PARTY shall disclose any information, data and views



costs and expenses incurred for the purposes of, or in connection with, this MOU.

5. This MOU shall not be interpreted or construed to create any permanent partnership or association, legally or otherwise and shall not in any manner limit the PARTIES in their right to carry out their individual business activities.
6. Neither PARTY shall make any commitments, representations or warranties or enter into any agreements with respect to the project contemplated hereby on behalf of the other PARTY without the prior written consent of such other PARTY.
7. If the PARTIES agree to cooperate with each other for a specific project, the details of mutual cooperation such as form of cooperation, scope of works and distribution of responsibilities will be discussed and decided later through mutually binding agreement entered into by the PARTIES.
8. This MOU shall come into force upon its signature by the PARTIES and terminate upon the first occurrence of any of the followings:
 - a) either PARTY, at any time, gives written notice of its intent to terminate this MOU to the other PARTY; or
 - b) One (1) year from the signing date hereof unless further extension is agreed in writing by the PARTIES.
9. This MOU shall not constitute an obligation or commitment of the PARTIES to cooperate in the future projects or enter into the binding agreement. It is the understanding of the PARTIES that this MOU is intended to facilitate discussions regarding general possibility of cooperation in respect of the future projects. Any obligation or commitment to cooperate in the future projects shall be contained only in the binding agreement if entered into by the PARTIES.
10. This MOU shall be governed by and construed in accordance with the laws of India. The language of communication between Parties shall be in English language.
11. Any disputes or differences arising out of or in connection with this MOU shall be amicably settled between the Parties through a joint sitting on a written notice to be given by the disputing Party. In the event the dispute is not amicably settled between the Parties within thirty (30) days from the date of such written notice of such disputes or differences by either Party to the other Party, the dispute shall be finally and exclusively settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules.
12. Scope or Work: The DRONE PILOT TRAINING PROGRAM- An exclusive training program offered by Garuda Aerospace Pvt Ltd.
 - a) Agreement for setting up training center in **RITEE Academy of Training, Raipur Institute of Technology, Raipur.**
 - b) A minimum of 10 & max 20 students per batch is required
 - c) Drone Training for 1 batch will be approx. 9-10 days which will include the following: (4 days on site and 5 days Off Site – in **RITEE Academy of Training, Raipur Institute of Technology, Raipur.**
 - i. Academic teaching about Drones by well-trained pilots & academic expertise
 - ii. Simulator Flying Training
 - iii. Real Time Flying Training



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- iv. Training on Autonomous & Manual Flight
- v. Written and Practical Test to check candidate's skill and knowledge.
- vi. Course completion Certificate, along with flying hours
- vii. All curriculum training & academic study material to all students in the batch
- viii. Small Category Multirotor Training Model Drone/Accessories/Battery/Battery Charger/other Drone components and Simulator Setup/Real Time Flying software will be provided/installed by Garuda Aerospace
- ix. Garuda Aerospace, as per the requirements, may also absorb students & give them employment for students successfully completing the training (as per Garuda Aerospace' company policy and norms)
- x. Accommodation, food & Transport in Raipur, of Garuda staff providing training to be guided by **RITEE Academy of Training, Raipur Institute of Technology Raipur.**
- xi. Location of training will be arranged by '**RITEE Academy of Training, Raipur Institute of Technology Raipur.**
- xii. with following requisites:
- xiii. 350-400 sq ft air-conditioned lab space
- xiv. Work Benches - 6 nos - approx 20' X 10' size
- xv. Minimum 100 meter*100 meter of land required for flying training module with no obstructions (high tension wires, trees, any other obstructions etc)
- xvi. 15 desktops for simulation training
- d) Commercials & Sales margins to be as per below:
- e) Certificate will be issued by Garuda Aerospace Private Limited and INSTITUTION logo will be also mentioned.

Cost per Student for Drone Flying Pilot Training course: DRONE RPTO Training course fees:
- Total Days of Training: 09 Days.

SL. NO	DESCRIPTION	COST PER STUDENT	GST @18 %	TOTAL COST PER STUDENT	RITEE SHARE
1.	DRONE PILOT TRAINING	30,000	5,400	35,400	5,000

- f) 100% money in advance to be paid to Garuda Aerospace Or its CP
Before the training starts and Center/Partner Share will be reimbursed to '**RITEE Academy of Training, Raipur Institute of Technology Raipur.** (Within 7 working days from the date of Entire advance paid by Garuda Aerospace

. Details shared below:

Garuda Aerospace Pvt Ltd
Bank name: Canara bank
Account no: 2604201050272
Branch: Nandhanam
IFSC code: CNRB0002604



The place and seat of arbitration shall be in Chennai, India and the language of arbitration shall be in English. The decision of the arbitrators shall be final and

Vijayakumar Rajarathnam

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CH-2, SUNA, NANDHANAM, RAIPUR (C.G.)

binding and shall not be subject to appeal. The Parties shall not be released from performing their obligations hereunder by reason of any arbitration proceedings being instituted.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be duly executed in 2 ORIGINALS by their respective authorized representatives on the date first written above.

Yours sincerely,

for **Garuda Aerospace Pvt Ltd**

Vijayakumar Rajarathinam

Dr Vijayakumar Rajarathinam

Date:

Witness:

1. Mr. Prateek
2. Mr. Mukesh dhody

Mukesh Dhody

Prateek patel

Confirmed & accepted,

for **RITEE TRAINING OF ACADEMY**

Shailendra Jain

Dr Shailendra Jain

Date:

Witness:

1. Mr. PL Yadu
2. Mr. Amit Kandalkar

Amit kandalkar



[Signature]
PRINCIPAL
RAJPUR INSTITUTE OF TECHNOLOGY
CHHATAUNA, MANDALHASAUD, RAJPUR (C.G.)

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Raipur Institute of Technology

Chhatauna, MandirHasaud, Sector I, Chhatouna, Chhattisgarh 492001

AND

Garuda Aerospace Private Limited

With its registered office in Chennai, India- 24, 46, KB Dasan Rd, Seetammal Colony,
Lubdhi Colony, Alwarpet, Chennai, Tamil Nadu - 600018

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 10th January 2023, by and between **Raipur Institute of Technology, Raipur (CG)**, the First Party represented herein by its representative **Mr. Niraj Kumar Nikkumbh (Director, T&P)** and **Garuda Aerospace Private Limited** the Second Party represented herein by its representative **Mr. Shyam Kumar (COO)**

WHEREAS:

A. First Party is a Higher Educational Institution named as: **Raipur Institute of Technology, Raipur (CG)**.

B. **Garuda Aerospace Private Limited.** - Garuda Aerospace is a human-centric brand that is focused on developing low-cost drone solutions to optimize industries through accurate data. At our core, we're a Drone-As-A-Software aggregator that designs impeccable drones for a myriad of human and industrial needs. We pride ourselves on the impactful intelligence our drone solutions have to offer. Having only started in 2015, we've already made a significant mark on the drone industry.

C. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

D. The Parties intent to cooperate and focus their efforts on cooperation in Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

Campus: NH-6, Chhatauna, MandirHasaud, Raipur (C.G.) 492101 Ph.: 9522173000, 9522174000



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PRINCIPAL
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CHHATAUNA, MANDIR HASAUD, RAIPUR (C.G.)

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2: SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the **Raipur Institute of Technology** the first party to take up any program mention in MoU. If there is any financial cooperation, will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and whatsoever nature required.

Campus: NH-6, Chhatauna, MandirHasaud, Raipur (C.G.)- 492101 Ph.: 9522173000, 9522174000



PRINCIPAL

RAIPUR INSTITUTE OF TECHNOLOGY
CHHATAUNA, MANDIR HASAUD, RAIPUR (C.G.)



CLAUSE 3: VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.



Second Party:

Centre Head:



Service Agreement

This Service Agreement (hereinafter referred to as the "Agreement") is executed at Hyderabad, Telangana on 19/Jan/2023 (hereinafter the Effective Date) by the

Mouktik Consulting Services Pvt. Ltd., having its registered office at Plot no. 8, Road no. 1, New Gayatri Nagar, Jilapuzha, Telangana - 500 097, hereinafter referred as the "COMPANY", which agrees to shall, unless repugnant to the context, terms and include its officers, directors, shareholders, successors, assigns, interest representatives, employees, contractors, administrators and designating authorized Signatory, Director, Mr. Nishu Srivastava

AND

This Memorandum of Understanding (hereinafter called as the "MoU") is entered into on this the 20 May 2023, by and between Raipur Institute of Technology, Raipur (CG), the First Party represented herein by its representative Mr. NISHU KUMAR NIKUMBIH Director Training & Placement

The COMPANY and the INSTITUTION are collectively referred to as the "Parties" and individually referred to as a "Party".

NOW THEREFORE, in consideration of the proposals submitted by the COMPANY, discussions, promises, undertaking herein contained and other good and valuable consideration, the receipt and sufficiency of which have been acknowledged the Parties agree as follows:

1. Program Summary

Project	Mouktik Consulting Services Pvt. Ltd./MCS is offering to provide all program through NASSC OMR status Skills Program in the form of a portal in the link for CCH incentivized courses from MCS. These courses are aligned to National Occupational Standards (NOS) and are approved by Government of India (GOI). The CCH incentive is explicitly shown in the course details. These programs are supported with Virtual Internship and concurrent learning and followed by the Future Skills India PPS certification.
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Campus NH-6, Chhatana, Mandir Hasaud, Raipur (CG) - 492101 | Tel: 927171000, 927171000/WhatsApp

www.rietengineeringeducation.com | Email: principal@riet.ac.in | Head Office: Raipur (CG) - 492101 | Email: principal@riet.ac.in

492001 Chhatana, Mandir Hasaud, Raipur (CG) - 492101



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RAIPUR INSTITUTE OF TECHNOLOGY
CHHATAUNA, MANDIR HASAUD, RAIPUR (CG).

Project Objective	To inspire and support young engineering students by providing them with training, online mentoring & resources that cover the core skills they need to get ready for work.
Approach	Step 1: Students shall get registered by paying a registration fee of Rs. 450/- (including GST), which is non-refundable. Step 2: Students shall register for the Virtual Internship program for which an online portal will be provided by the COMPANY. The portal will have a fee of Rs. 100/- which students registered on the NCS link provided on the FSP portal. This amount will be optional, and the amount is at the discretion of the COMPANY. Step 3: The students shall register for FSP certification exam by paying a fee of Rs. 100/- on the NASSCOM portal. Upon successful completion, the students will be awarded by GOI, the certification fee of Rs. 400/- through Direct Benefit Transfer (DBT) into their registered bank accounts 15-30 days. Step 4: Students shall upload the awarded FSP certificate, the internship proof and discussion and if registered with the company on the NASSCOM FSP portal. The amount of Rs. 100/- will be transferred to the students' bank accounts through DBT by GOI. Step 5: Institution shall make SIP's payment of the registered course fees of Rs. 100/- for each successful student within 15 days from the date of successful completion of the program.
Thematic Area	Skill Development and Transfer (SDTT) - Livelihood
Project Commence Date	05/05/2023
Training Delivery Mode	Physical and Virtual

Scope of work:

INSTITUTION shall

- Provide students detail support in master data template provided by the COMPANY.
- Register students for the FSP program and provide the COMPANY.
- Provide training schedule to the students through the COMPANY.
- Coordinate with the COMPANY for the FSP certification.
- Coordinate with the COMPANY for the FSP certification.
- Shall pay the SIP's payment of the registered course fees of Rs. 100/- for each successful student within 15 days from the date of successful completion of the program.
- Institution shall provide the details of the program to the COMPANY.

2. Term:

This agreement shall be effective from the commencement date mentioned above and will be effective for a period by which time the complete payment is made by the institution, unless terminated earlier as per Clause 6 of this agreement.

3. Payment Terms:

Institution shall pay the company a fixed fee registration fee per student for which a separate Work Order will be issued by the college to the Company with the list of students registered for the course offered by MCS and SP portal. The registration fee will be made explicit in the Work order.

INSTITUTION shall make payment to the COMPANY 50% of the registered number for which students are registered with MCS and SP portal on the ESF portal.

- This payment shall be made by the INSTITUTION for the students who successfully complete the ESF registered course certification.
- This payment shall be made by the INSTITUTION within 10 days from the date of completion of the course by the student.

4. Termination:

- This agreement shall terminate on the completion of term except for the clauses specifically mentioned below in this clause.
- COMPANY & INSTITUTION may terminate this Agreement in the event of material breach where a scope of work and work term is not carried within thirty (30) days of written notice with effect of such breach.
- The COMPANY may terminate this Agreement for its sole convenience by giving thirty (30) days advance notice in writing by mail to the INSTITUTION. In such event, INSTITUTION shall cease work immediately after receipt of notice from the COMPANY and shall be advised by the COMPANY.

5. Dispute Resolution:

- This agreement shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Hyderabad, Telangana, India.
- Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties. If a conclusive resolution is not arrived at, the referral to arbitration.
- Arbitration proceedings shall be held in Hyderabad in accordance with the Arbitration and Conciliation Act, 1996 and its amendments and the rules of the Arbitration and Conciliation Act, 1996 and its amendments and the rules of the Arbitration and Conciliation Act, 1996 and its amendments.



[Signature]

PRINCIPAL

RAIPUR INSTITUTE OF TECHNOLOGY
 CHHATAUNA, MANDAL HASAUD, RAIPUR (C.G.)

mutually appoint an arbitrator, which shall preside and decide finally on arbitration proceedings consisting of 3 arbitrators. Each Party shall appoint one arbitrator and both the arbitrators so appointed shall appoint a third arbitrator, who shall preside over the arbitration proceedings. Any decision, determination or award of the Arbitrator shall be binding on both Parties. Unless otherwise decided by the arbitrator, the cost of arbitration shall be shared by the Parties in equal proportion.

6. Indemnity:

6.1 The COMPANY shall fully indemnify, defend and hold harmless the INSTITUTION and its officers, Directors, employees, representatives, agents, respective directors, and assigns from and against any liability (including any other loss/damage, whether incidental or consequential, that may occur, arising from tortious acts).

- Albreach by the COMPANY of any of the terms, conditions, covenants, representations, undertakings, obligations, deficiencies, warranties and compliance of applicable and enforceable Agreement.
- The actual significant tortious acts or omissions, willful misconduct or negligence of the COMPANY, its employees, agents, representatives and its subsidiaries.
- Termination of the agreement without giving sufficient notice as it is in clause 6 and particularly when the actual tortious acts or omissions are scheduled.

7. Confidentiality and user restriction:

No information either disclosed by the INSTITUTION or acquired through any other means (known incidentally by the COMPANY, either marked confidential or not, shall not be shared or used by the COMPANY, or any other third party through the COMPANY, without the written approval of the authorized signatory of the INSTITUTION. Information include: financial data, data (includes all sources and object code if any), know-how, trade secrets, designs, plans, reports, customer and supplier lists, pricing information, marketing strategies, confidential information, software, hardware, g. design, developments, or products acquired through the expenditure of time, effort and money, all mechanical and business systems, plans, current market information, drawings, sketches, samples, devices, flow charts, compiled computer programs, algorithms, software procedures, flows, algorithms, hardware, methods, processes, procedures, specifications, bills of materials, parts lists, descriptions or catalogs, lists, and data of participants, software, computer equipment, software, designs, samples, technology, technical, documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information related to existing and potential suppliers, customers, contracts and general information, confidential information.



their applications, methods, or results; drawings, photographs, or sketches; and design and performance specifications, production estimates, and production schedules, which are owned, controlled, or prepared by Company respectively; (b) heretofore made available in form, by electronic media, or visual displays only.

8. Compliance with Applicable Laws:

Both parties ensure that all work performed within the scope of their work under this Agreement shall comply with applicable Indian laws and regulations.

COMPANY shall be responsible to provide all required documentation and perform all necessary compliances under the GST Act to make Company eligible to claim the input tax credit of GST. In case Company is unable to claim the input tax credit due to (but not limited to) Service Provider failure to furnish incorrect information on the invoice and upload the same under GST portal, or the amount thereof of supply is not taxable, then the amount of tax paid by the GST paid by COMPANY shall be refunded by Service Provider and the amount shall be recovered from Service Provider as the amount due.

9. Severability:

If any of the provisions of this Agreement are declared to be invalid or legally unenforceable, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

10. Miscellaneous:

- This Agreement can be modified, amended, altered, extended based on mutual agreement in writing by both the parties and such amendment shall form part of this agreement from the date of execution.
- Any notice, request or request required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or request shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by trackable courier, mail or e-mail to the address of the Party without being received in above.
- Nothing contained herein shall be construed as establishing a partnership or joint venture or any other principal and agent relationship between the parties.
- No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver of that Party's right to pursue or exercise such right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- The captioned herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.
- This Agreement constitutes the entire agreement between the Parties with respect to



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SINCE 1985

the subject matter hereof and supersede all previous agreements, understandings, or negotiations, both written and oral, between the Parties with respect to the subject

of this Agreement. No representation, inducement, promise, understanding, condition, warranty or other further similar hereunder shall be made by any Party hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seal on the day, month and year first hereinabove written.

For Mouktik Consultancy Services Pvt. Ltd.  Name: <i>S. K. S. S.</i> Designation: Director	For Raipur Institute of Technology, Raipur  Name: <i>Mr. Nishu Kumar</i> Designation: Director
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RAIPUR INSTITUTE OF TECHNOLOGY
CHHATAUNA, MANOIR HASAUD, RAIPUR (C.G.)



छत्तीसगढ़ CHHATTISGARH

R 145922

Memorandum of Understanding (MoU) Between
NASSCOM Foundation

and

Raipur Institute of Technology

**FOR THE DIGITAL LABS TO SUPPORT MARGINALISED YOUTH IN SEMI
URBAN AND RURAL COLLEGES PROGRAM**

This Memorandum of Understanding is made at Delhi on 16th March 2023.

BETWEEN

NASSCOM Foundation, a charitable trust registered under the Indian Trust Act, 1882 vide registration number :10479, Permanent Account Number AAATN4866D and having its registered office at A1-125, Lower Ground Floor, Safdarjung Enclave, New Delhi 110021, hereinafter referred to as "NF" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the First Part,

AND

Raipur Institute of Technology located at Raipur, Chhattisgarh (India) hereinafter referred to as "**Raipur Institute of Technology**" or "**the College**" (which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the Second Part,



क्रमांक 73228 दिनांक 23/03/23

विद्यार्थी का नाम नमो कर्म फा/कु03बीन

निवास

प्रेम का नाम शायर इंस्टीट्यूट ऑफ टेक्नोलॉजी

निवास

मायन MDP शायर (नमो)



संलग्नता सती, राipur
जिला-न्यायालय परिसर, रायपुर (छ.ग.)



PRINCIPAL
RAIPUR INSTITUTE OF TECHNOLOGY
CH-AT-100, Raipur, Chhattisgarh, India-491001

NF and Raipur Institute of Technology are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, NASSCOM Foundation has agreed to partner with Raipur Institute of Technology, for the setting up of digital labs under the **DIGITAL LABS TO SUPPORT MARGINALISED YOUTH IN SEMI URBAN AND RURAL COLLEGES PROGRAM** ("Program").

AND WHEREAS the **Program** is a CSR funded program for Creating sustainable skill building plans to support students from marginalised communities under Adobe's CSR Mandate and implemented by the NASSCOM Foundation.

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

1. The College Responsibilities:

Shall nominate /Identify Director/ HoD, as the SPOC, with adequate accountability and responsibility to be the executive face of the Program in the college. This person must attend regular review calls at a mutually agreed frequency with NF for updates and assessments of the Project. This person shall ideally be a member of the college faculty.

The College Coordinate will be responsible for the following activities of the Project:

- **Installation and commissioning** of the digital lab by 24th March, 2023.
- **Impact Reporting** - Collecting & Uploading info needed like footfall, photos, milestones, outreach etc.
- **Keyholding** - Responsible for keeping the digital lab open and accessible

Shall support with publicity of the Program through the college website.

Shall encourage the Program in a manner so that students will take part in the program on a voluntary basis with flexible timings.

Shall make available the infrastructure and value added services (including IT infrastructure, applications and connectivity) required to run the Program on its own cost.

Shall provide all the support services and facilities to NF and its partners for the said Program.

Shall coordinate with NF and its Partners and facilitate the conduct of events and other engagement programs as per shared plan.

The college is capable of entering into this Memorandum of Understanding and has all the required permissions for the same.



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Assets Ownership:

The assets provided under the Program shall belong to NASSCOM Foundation and shall be moved out of the College, if NASSCOM Foundation decides to discontinue its engagement with the college in the Program. Subject to any other terms and conditions laid down by NASSCOM Foundation, the College can continue to use the assets if:

- it agrees to sustain the Program without any funding support from NASSCOM Foundation;
- it agrees to maintain the brand name of the program as provided by NASSCOM Foundations separately in writing;
- It agrees to allow students access to the digital labs for ideation, learning and other related activities
- it agrees to opportunities to learn from NASSCOM Foundation's skilling and volunteering initiatives
- it agrees to create sustainable skill building plans to support students from marginalised communities
- it agrees to facilitate the participation of students in events organized by NASSCOM Foundation and Adobe;

The performance of college on the above points will be monitored by NASSCOM Foundation regularly. The Program will be allowed to continue only on satisfactory assessment of the performance of College on the above points by NASSCOM Foundation. Decision of NASSCOM in this regard shall be final and binding.

2. NF Responsibilities:

Will supply the equipment for Digital lab (List of the equipment attached as annexure 1).

Will keep the college informed of any changes in the program plan;

NF shall have no liability qua the equipment after the same have been supplied to the College.

3. Other Terms & Conditions for Engagement

The following are other terms and conditions of engagement:

- **Terms of engagement:** This MoU is valid from date of execution to 31st March 2023, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.



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C/o:, MAHAKHASAU, RAIPUR (C.G.)

- **Training Fees:** The College, NF and Partners will not charge any amount on whatsoever account/name from the students in relation to the Program
- **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.
- **Termination:** In case any party to this MoU commit any breach of the terms and conditions of this MoU or violates any statutory provisions or any Government or statutory guidelines or any guidelines issued by the controlling authority, then, in addition to any other remedy available as per law, the other party shall have the right to terminate this agreement by serving at least 15 days' written notice to the defaulting party. However, on such termination, both the parties shall continue to be liable to each other for completion of their mutual rights and obligations under this MoU, which were there on the date of the termination of this MoU.

Both parties to the MoU reserve the right to terminate the MoU with one-month prior notice if in their opinion the Program is not being implemented as per the MoU or the specific aims.

- **Branding:** Both parties shall not use the name and brand of other party or even that of Adobe in any advertisement or make any public announcement without the prior written approval of the respective party whose name is intended to be used in any advertisement or branding.
- **Operational Responsibilities:** The Digital Lab maintenance and operations will be managed by the College.

4. General terms

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 NASSCOM Foundation/ Adobe in relation to the Program due to any acts or omissions of College shall be defended and contested by the College at their sole expenses and cost keeping NASSCOM Foundation / Adobe indemnified from the same.

Waiver: The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either Party of its right to terminate this MOU or to enforce any provision of this MOU for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.



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GATEWAY, RAIPUR, JHARKHAND

Severability: If any section or paragraph, or part thereof, of this MOU or any document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of this MOU, then it is the intention of the Parties that the remainder of the MOU, or any document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this MOU to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the MOU, or enter into suitable amendatory or supplementary MOUs, as will best preserve for the Parties the benefits and obligations under such provision.

Amendment of MOU: The terms and conditions contained in this MOU may be amended or modified only with the mutual consent in writing of both Parties.

Relationship: The relationship between the Parties is that of principal to principal. Nothing in this MOU shall be taken as constituting a Party an employee or agent of the other Party. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them.

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

6. Intellectual Property Rights

Neither Party shall be entitled to use the trademarks, logos or any intellectual property belonging to the other Party and its affiliates in any manner without prior written approval from the other Party. The ownership of all proprietary rights in relation to ideas / products developed created, in the maker labs will lie with the creator/creators of the said property.

7 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.

8 Force Majeure:

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.



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C/O. RAIPUR, RAIPUR, RAIPUR (C.G.)

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, pandemic, epidemic. 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.

9. Governing Law and Jurisdiction:

This MoU shall be governed by the laws of India and the parties to this MoU hereby agree that the Courts at Delhi shall have exclusive jurisdiction to try any dispute or difference arising between the parties out of this MoU and the parties further agree that no other Courts shall have jurisdiction to decide any dispute between the parties, arising out of this MoU.

IN WITNESS WHEREOF, to show their assent, the duly authorized representatives of the parties hereto have signed the MoU and set their seals as below: -

Party of the First Part

For NASSCOM Foundation

Stamp of the Party :

Signature of Authorised Signatory :

Name of Authorised Signatory : Nidhi Bhasin
Chief Executive Officer

Party of the Second Part

Raipur Institute of Technology
Dr. Pankaj Agrawal
Principal

Stamp of the Party

Signature of Authorised Signatory

Name of Authorised Signatory




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CHHATAUNA, MANMUKHIAJAU, RAIPUR (C.G.)

ANNEXURE 1
List of the equipment

List of equipment for the digital lab		
S. No.	Item Description	Quantity
1	HP Desktop PF2000in Intel i3 12th gen Latest 8gb DDR4 Ram , 512GB SSD Drive, Win 11 Licensed and MS Office 2021 Lifetime with 20 inch with 3 year Onsite warranty	20
2	UPS Zebronics UPS 600 VA	20
3	HP Webcam	20
4	HP Headset	20
5	Acer Projector X1226	1
6	Projector Screen 6 x 4	1
7	Projector Screen 6 x 4	1
8	Ahuja 125 watts portable PA speaker	1
9	Ahuja wireless microphone	2
10	Ahuja collar microphone	1
11	IP Camera	2
12	Interactive White Digital Board	1



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RAIPUR INSTITUTE OF TECHNOLOGY
CHHATAURA, MANDIKHSAUD, RAIPUR (C.G.)



Letter of Understanding (LoU)

Between

REACHA (1st Party)

And

RAIPUR INSTITUTE OF TECHNOLOGY (2nd Party)



This Letter of Understanding (LOU) is effective from 29th August, 2023. It is entered into by and between

REACHA having its Registered Office at 177-178, 2nd Floor, Triveni Apartments, Jhilmil Colony, Delhi India 110095.

(Hereinafter referred to as 1st Party)

And

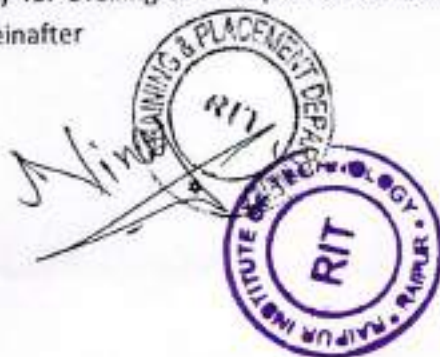
RAIPUR INSTITUTE OF TECHNOLOGY, having its Registered Office at NH-6, Chhatauna, Mandir Hasaud, Raipur (CG)-492101

(Hereinafter referred to as 2nd Party).

Together both may be referred to as "Parties"

Recitals

- I. Whereas, IBM SkillsBuild represented by its country partner for India - REACHA, is a skill building & learning digital platform where users can achieve industry relevant skills, get IBM certificates certified badges & seek employment opportunities for free. This would be applicable based on assessment by REACHA.
- II. Whereas RAIPUR INSTITUTE OF TECHNOLOGY has 8 Branches of Engineering, this is the first Engineering college of Chhattisgarh state Accredited grade A+ by NAAC. It provides skill Development and help to develop personality of students to make a path towards the successful bright future. (2nd Party) represents all the departments and affiliated colleges of the College/University/Institute.
- III. Whereas the 1st Party wants to collaborate with specialized agencies/institutions to achieve industry relevant skills required under the IBM SkillsBuild Project.
- IV. Whereas the 2nd Party has shown interest in providing desired skills required by the 1st Party for implementation of the IBM SkillsBuild Project.
- V. Whereas, at the suggestion of 2nd Party, 1st Party has agreed to collaborate with 2nd Party for availing their expertise for SkillsBuild Project for various activities as listed hereinafter



Therefore, both the parties agree to collaborate for IBM SkillsBuild Project in respect of activities and on terms and conditions given in succeeding para in this Letter of Understanding (LoU). It is reiterated that this LoU is only an expression of interest to collaborate for IBM SkillsBuild Project and neither Party shall have any rights or obligations with respect to each other besides the activities listed below in this LoU.

The IBM SkillsBuild aims to inculcate the requisite knowledge, experience, and skills amongst the students. As per the UGC Guidelines of December 2022, for Fostering Social Responsibility & Community Engagement in Higher Education Institutions (HEIs) in India, Institutions should prioritize social responsibility and community engagement in their mission and operations (refer to *Guidelines for Fostering Social Responsibility and Community Engagement in Higher Education Institutions in India 2.0*). It calls for the integration of community engagement into graduation requirements, assessments, and performance evaluations while offering suggestions for different forms of community engagement. The Guidelines further suggest forms of community engagement which may include linking learning with community service, linking research with community knowledge and knowledge sharing, and knowledge mobilization. Furthermore, as per the Guidelines for performance assessments of teachers, administrators in HEIs should include the view of their involvement and contributions to community engagement in teaching and research. Criteria of and weightage to community engagement by teachers and researchers should be explicitly included in assessments for recruitment, regularization, and promotion.

One of the major objectives of the SkillsBuild programme offered by IBM and implemented by REACHA is to facilitate colleges in achieving all of the above-desired goals.

Objectives

1. The objective of this LoU is to mutually complement both above parties' energies, outreach, and efforts to curate opportunities of collaboration, sharing of knowledge resources and jointly work on building capacities of the users through the IBM SkillsBuild Platform.
2. Both parties will enable IBM SkillsBuild for 1500 (mention no. of students) students from RAIPUR INSTITUTE OF TECHNOLOGY (name of 2nd party) with prime focus in State of Chhattisgarh. Both Parties will work together to achieve this target.
3. The identified students would be encouraged to take up and complete courses on IBM SkillsBuild by both parties mentioned. 2nd Party must ensure a minimum of 80% attendance and course completion as active learning (8-10 hours of dedicated learning under Project Based Learning Lite Model as defined by IBM SkillsBuild) per month of onboarded learners.

Duration

This LoU is valid from 29th August, 2023 up to 31st March 2024.

Operational Aspects

Both parties will work closely with their teams to leverage their student/learner base and other important stakeholders to build industry relevant skillsets & enhance employability prospects of



students/ learners by providing market-linked skills. 1st Party will facilitate the on-boarding of learners (students) on the platform with assistance and in collaboration with 2nd Party and encourage students to leverage the platform for better learning opportunities.

2nd Party must ensure a minimum of 80% attendance and course completion as active learning (8-10 hours of dedicated learning under Project Based Learning (PBL) Lite Model as defined by IBM SkillsBuild) on IBM SkillsBuild platform per user per month through participation in innovation camps and other learning activities.

2nd party shall provide the required facilitation for access to employability for students as part of the project.

2nd Party shall nominate a Single Point of Contact (SPOC)/ Volunteer faculty to act as facilitator between students and REACHA Digital Success Manager/team. The SPOC is to be provided with "Letter of Appreciation", from the 1st Party based on their performance during the programme.

2nd Party must provide the necessary infrastructure (High-Speed Internet Connectivity, projector/ screen, Mic and sound system and classroom/ auditorium) during the in-person orientation session.

2nd Party shall provide Student Volunteers for the coordination and smooth execution of the programme. These Student Volunteers are to be provided with "Letter of Appreciation", from the 1st Party based on their performance during the programme.

In order to maintain the desired level of social media outreach, each party promises to follow the guidelines for social media amplification sent as a part of the communication package as per IBM norms/approved by IBM on case-to-case basis. With respect to the social media outreach, each party will also appoint an appropriate person(s) to represent the organization.

Termination and Extension of LoU

The period of collaboration covered by this LoU shall terminate on 31st March, 2024.

In the event of non-compliance or breach of terms by any one of the parties of the obligations binding upon it, the other party may terminate the LoU with immediate effect by a simple notice in writing without assigning any reason, whatsoever.

This LoU can be extended further as per the mutual consent between the parties in writing.

Financial Aspects and Conflict of Interest

This LoU has no financial implications for the Parties with respect to each other or to any 3rd Party.

Both Parties shall ensure there is no conflict of interest during the delivery of the Project.

In case of any dispute/ differences/ conflict of interest, both parties appoint Chairman, REACHA as their sole Arbitrator and his decision in the matter shall be final.

The Jurisdiction of courts shall be at New Delhi.

1st Party shall be represented by Shri Nikhil Pant, Chief Executive Officer, on behalf of REACHA, and 2nd Party shall be represented by Mr. Niraj Nikkumbh, Director of Training and Placement Department on behalf of RAIPUR INSTITUTE OF TECHNOLOGY. (2nd Party). They or their representative will sign communications and take decisions in respect of matters covered under the LoU and it will be binding on their respective organizations.



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A/NA, MANUMHSAUD, RAIPUR (C.G.)



The terms and provisions in this LoU also apply to any subsequent Addendum to this LoU.

IN WITNESS WHEREOF, the parties hereto have executed this LoU on the day 29th August, 2023.



Mr. Niraj Nikkumbh
Director of Training & Placement
RAIPUR INSTITUTE OF TECHNOLOGY
NH-6, Chhatauna, Mandir Hasaud,
Raipur-492101, Chhattisgarh-India



Nikhil Pant
Chief Executive Officer
(REACHA)
177-178, 2nd Floor, Triveni
Apartments, Jhilmil Colony,
Delhi, India- 110095



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RAIPUR INSTITUTE OF TECHNOLOGY
NH-6, Chhatauna, Mandir Hasaud, Raipur (C.G.)



छत्तीसगढ़ CHHATTISGARH

AA 927302

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herewith called as the 'MoU') is made on 02 June 2023 between "Bongs Prayukti International Private Limited (hereafter referred to as **First Party**)" having its registered office at Unit-4B, 323A Motilal Gupta Road, Kolkata – 700008, West Bengal, India and "Raipur Institute of Technology (RIT), Raipur, Chhattisgarh, India (hereafter referred to as **Second Party**)".

The First Party is a reputed globally acclaimed environmental consulting organization providing advisory and technical consulting services to various government organisations, multilateral funding organizations as well as industries in India and across the world.

The Second Party is the only premier Institute having NAAC A+ Grade in the state of Chhattisgarh with high repute since around three decades in Central India is being actively engaged in enriching education, imparting cutting-edge technical standards towards the innovative real time research oriented solution leveraging advanced technologies with proven leadership in the diversified fraternities of science, engineering and management academics for the societal as well as industrial development including the domains of Health-Safety-Environment along with climate change issues.

Both the parties are united by common interests and objectives to study various environmental challenges and develop most suitable techno-commercial solutions.

Page 1 of 3



The First Party and Second Party have agreed to work on the following areas on mutually agreed terms and conditions:

1. The First Party shall be responsible for identifying projects/ assignments and is requiring expertise of the Second Party in the relevant arena as per needful completion of the respective work.
2. Both the parties shall collaborate in studying the problem and developing appropriate techno-commercially feasible solution. The proposals and submissions (e.g. reports) will be submitted to clients under the joint signature and logos of the respective parties as per the need of requirements.
3. For the purpose of the project/ assignment, both the parties shall deploy suitably qualified and experienced personnel, as required.
4. The Parties shall work out a specific plan of action for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as intellectual property, scope of work, deliverables, timeline, and other relevant terms and conditions will be mutually agreed in writing between the parties for each project/ assignment through separate project specific agreement.
5. Either party may terminate this agreement by giving one month's written notice to the other party.
6. The MOU shall be effective from the Effective Date upon signatures and shall remain in force for a period of 02 (two) years. The Parties may extend the term in writing complying necessary terms and conditions duly agreed.
7. Neither Party, nor any of their affiliates such as respective directors, officers, employees, subcontractors or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.
8. Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for official requirements necessary governmental disclosures.
9. For the purposes of this MOU, the Parties hereto are independent contractors and nothing contained in this MOU shall be construed to place them in the relationship of partners, principal and agent, employer/employees or joint ventures.
10. This MOU shall be constructed, governed, interpreted and applied in accordance with the laws of India and the court of Raipur (Chhattisgarh) shall have the exclusive jurisdiction.

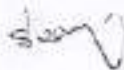


[Signature]
PRINCIPAL
RAIPUR INSTITUTE OF TECHNOLOGY
CHHATAUNA, MANDIMASAUD, RAIPUR (C.G.)

[Signature]

In witness thereof, the Parties hereto have signed this MOU on the Effective Date mentioned here in before.

For, Bongs Prayukti International Pvt. Ltd.




Signature:

Name: Mr. Swarnabha Bandyopadhyay

Designation: Director

Date: 07.06.2023

For, Raipur Institute of Technology, Raipur (CG)




Signature:

Name: Dr. Debabrata Mukhopadhyay

Designation: Professor & Dean (Chemical & Project)

Date: 07.06.2023

Witness: Subhakar Ganguly

Signature:

Name:

Designation: Admin. Raipur

Date: 07/06/2023

Witness:

Signature:

Name: Dr. Vaishali Pendse

Designation: Associate Professor & HoD (Chemical)

Date: 07/06/2023




PRINCIPAL
RAIPUR INSTITUTE OF TECHNOLOGY
Raipur Institute of Technology, Raipur (C.G.)