

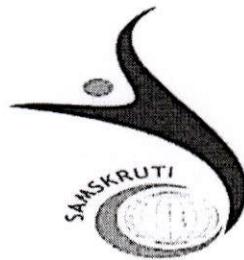
MEMORANDUM OF UNDERSTANDING

BETWEEN



EduSkills Foundation ("EduSkills")

AND



Samskruti College of Engineering and Technology

FOR EDUSKILLS MEMBERSHIP PROGRAM



PRINCIPAL

Samskruti College of Engineering & Technology
Kondapur, Ghatkesar Mandal, Medchal (D)

This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and Samskruti College of Engineering and Technology will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

A. NON-BINDING TERMS.

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

B. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

1. Confidentiality

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know-how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which;

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.

The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or

EduSkills Confidential



(Handwritten signature)

PRINCIPAL
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warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **thirty-six (36) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

9. Amendment

This MOU may be amended at any time by the mutual written assent of the Parties.

DocuSigned by:

EduSkills Confidential



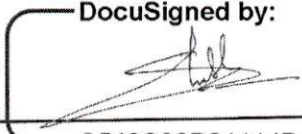


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10. Severability

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this **MOU** by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <u>EduSkills Foundation</u>	Signed for and on behalf of <u>Samskruti College of Engineering and Technology</u>
By:  Authorized Signatory C548C96D21114D1...	By:  Authorized Signatory
Dr. Shubhajit Jagadev Name	Dr. C. Udaya Kiran Name
Chief Executive Officer Designation	Principal Designation
20th Jan 2024 Date	20th Jan 2024 Date
Address for communication: #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India Email: info@eduskillsfoundation.org	Address for communication: Keesara-Bogaram-Ghatkesar Road, Kondapur, Telangana 501301. Email: principal@samskruti.ac.in




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Kondapur, Ghatkesar Municipality, Medchal (D)

EXHIBIT A

NON-BINDING TERMS

1. Scope and Intent

EduSkills and **Samskruti College of Engineering and Technology** have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to their students.

2. Proposed obligations of **EduSkills**:

- To offer digital content and courses of up to 8 global academy programs to the institution.
- To offer LMS of the academy programs, wherever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.
- EduSkills Talent Connect Program for Students
- AICTE & EduSkills Internship Program for Students
- AICTE ATAL & EduSkills Faculty Development Program
- Publish research paper in EduSkills Journal

3. Proposed Obligations of **Samskruti College of Engineering and Technology**:

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- **Agreement to be renewed after 3 years.**
- Institution needs to bear the expenses for the Global Certification fee of faculties.
- Minimum 100 students' commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
 - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
 - b. Identify up to 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

DocuSigned by:



Memorandum of Understanding

This Memorandum of Understanding is entered on 31/1 2024 ("Effective Date") by and between Edunet Foundation having its office at A-11- 1105, Arcadia South City 2, Gurgaon 122018, India (hereinafter referred to as "Edunet"); and

Samskruti college of Engg & Tech having its address Kondapur, Chhatkedar, Medchal hereinafter referred to as "Institution")

WHEREAS, Edunet is a non-profit organization with multiple programs, sponsored by government and corporate entities, that are offered free to learners across the education spectrum, including but not limited to the Code Unnati program;

WHEREAS, Institution is a premier institution in Telangana, India with the following details:

Established (year):	2005
Recognition, NAAC rating, ranking:	Govt of India NAAC 'A' grade
Vision:	To be an institution moulding globally competent professionals as essence of Noble values.

AND WHEREAS, the Parties seek to collaborate with each other to mutually complement their synergies and to jointly work on building capacity of learners through one or more of the programs managed by Edunet.

NOW THEREFORE, this Memorandum of Understanding (hereinafter called "MOU") witnesses the following.

- Term and termination:** This MOU is valid from the Effective Date till 31st March 2027. It can be extended by further periods, as agreed to by the Parties in writing from time to time. Either Party may terminate this MOU by giving the other minimum 30 days' notice in writing. The MOU will be deemed terminated at the end of the notice period or after completing all ongoing activities so that the beneficiaries (learners and teachers) are not negatively impacted, whichever is later. Neither party will be liable to pay any compensation to the other party in respect of expiry of term of or termination of this MOU.
- Single Point of Contact (SPOC) for program co-ordination:** Both the Parties shall each appoint a suitable person who will serve as a single point of contact (SPOC) on all matters related to program rollout. Individual learners and teachers may be in touch with corresponding trainers, mentors, advisors, and peers during program rollout, but all matters related to the execution of this MOU shall reside with the SPOC in accordance with the terms as agreed between the parties.
- Program Calendar:** The SPOCs from both Parties will work with their respective internal stakeholders to develop a calendar for the program(s) rollout at the start of every quarter. This calendar will then be synchronized and published for use by everyone.
- Responsibilities of Parties:** The following table outlines the responsibilities of both Edunet and the Institution towards this collaboration.

Description	Institution	Edunet
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Establishment of a suitable Centre of Excellence (COE) within the campus of the Institution	<ol style="list-style-type: none"> 1. Appropriate premises with conditioned power, internet access at workstation level, lighting, air conditioning if required and furniture will be provided by the Institution for the COE. 2. All ongoing costs, including but not limited to power, utilities, maintenance etc., related to the operations of the COE will be borne by Institution. 	<ol style="list-style-type: none"> 1. Computer hardware and software costs will be borne by Edunet and/or its sponsors as per the defined configuration of centre. The infrastructure thus created shall be transferred to the institution at the end of this MOU. Edunet will not be responsible for maintenance and upkeep of the same at any time though, once installed and commissioned. 2. Lab commissioning will be handled by Edunet nominated personnel.
Learner identification and orientation sessions	<ol style="list-style-type: none"> 1. Institution will identify students and faculty who may participate in one or more programs offered by Edunet. 2. A minimum of 35 learners (students in 2nd, 3rd or final year only) will be identified by the institution, every year for the duration of this MOU, if required by Edunet Foundation, as recipients of the training program(s). 3. Institution shall manage the logistics related to the orientation sessions. 	Edunet will conduct orientation sessions for learners and educators, at a mutually agreed schedule, to onboard them onto the program(s).
Program Materials	Institution will ensure that all materials received from Edunet Foundation and/or its partners are protected from intellectual property theft. Institution recognises that the Intellectual property in all materials provided are the proprietary of Edunet and/or its partners and that there is no transfer of ownership of the Intellectual Property to the Institution.	Edunet will share all program materials with the institution and/or learners as required. All sharing will be online and/or through electronic media.
Classroom and/or online sessions	<ol style="list-style-type: none"> 1. Institution will provide all on-the ground support for conduct of sessions by the Edunet team. 2. Institution will publish, on a quarterly basis, a program calendar for all its participants. 3. Institution will ensure that program participants enthusiastically participate in chosen programs, with minimum attendance of 60% as agreed between the Parties. 	These sessions may take the form of webinars or mentoring workshops or technology bootcamps or innovation marathons or career readiness workshops that will seek to assist learners in their career goals. These programs will be organized regular as per a regular calendar, published online and will be conducted by Edunet team members or program sponsors or external stakeholders as appropriate.
Interaction with industry experts	Institution will provide all on-the-ground support for conduct of sessions by the Edunet team.	Edunet will bring industry experts to the Institution to drive engagements with students through seminars/webinars or project mentorship.

Online platforms for learning and development	Institution will provide online access, without discrimination, to all program participants.	Online platforms for each of the programs of interest to the Institution will be made available to it. Links for these platforms will be made available to the Institution in a timely manner
Assessment and certification	Institution will ensure that assessments carried onsite or offline are proctored and professionally managed.	Edunet will conduct assessments, as required, for its programs prior to certification by Edunet and/or its partners and sponsors.
Career Services Support	The Institution's placement cell and placement officers shall work in close cooperation with the Edunet Career Services team.	Edunet will provide linkages with local and regional industry, government and the local start-up ecosystem (incubators etc) that will help learners with gainful employment and/or entrepreneurial opportunities. Interactions will be encouraged in terms of classrooms sessions, workshops, internship opportunities, career opportunities and entrepreneurship opportunities.
Fees	Institution will not charge any extra fees from learners for participation in Edunet programs.	Edunet will not charge any fees from the students/institution for the program.

- 5. Non-binding nature of this MOU:** The MOU is not binding on either Party, and each is working with the other out of sheer good-will and for the benefit of the learners. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship beyond the scope of the MOU. Neither party is authorised, in any manner, to make any commitment on behalf of or to bind the other party.
- 6. Each Party is responsible for its own costs:** Other than costs explicitly identified in this MOU, the Institution and Edunet will independently manage their cost towards fulfilment of obligations under this MOU.

The Parties agree to the terms and conditions set forth above and have caused their duly authorised representatives to sign and execute this MOU on the Effective Date.

For Institution



Name: Dr. Vdaya Kiran

Designation: principal

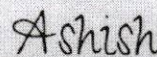
Institutional Seal:

Principal
Samskruthi College of Engg. & Technology
Kondapur(V), Ghatkesar(M), Medchal (D)



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For Edunet Foundation



Name: Ashish Arora

Designation: Director - Outreach



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PRINCIPAL

Samskruthi College of Engineering & Technology
Kondapur, Ghatkesar Municipality, Medchal (D)

AGREEMENT

This agreement is made and executed on this 17th day of April 2023 at Hyderabad by and between M/s **VALMIKI CONSULTANTS PVT. LTD.**, a company, incorporated under the Companies Act, 1956 and having its Registered Office at #206 & 207, Jade Arcade, Opposite Hotel Paradise, Secunderabad - 500 003, represented by its Director, Ln. Surya Ganesh Valmiki, (**Herein after called as First Party**), which expression shall, unless repugnant to or inconsistent with the context, mean and include, its successors-in-interest and assignees, etc.).

AND

M/s **Samskruti College of Engineering and Technology**, has its registered office at #Keesara-Bogaram-Ghatkesar Road, Kondapur, represented by *Director/* Principal : **Dr. J. Govardhan**, (hereinafter after called as **Second Party**, which expression shall, unless repugnant to or inconsistent with the context, mean and include his/her heirs, executors, administrators, legal representatives, assignees, etc.)

WHEREAS First Party is engaged in the business of Overseas Education Consultancy that is operated in accordance with a distinctive system and plans. First Party is an authorized agent of various universities abroad.

WHEREAS First Party is an established overseas education consultancy and has developed by utilizing and compromising the technical knowledge, trade secrets, confidential information, techniques, identifying schemes and materials, standard operational procedures, and proprietary information related to the operation of Overseas Education consultancy.

Whereas the Second Party is an Academic Institution offering UG/PG programs, the Second Party does not have arrangements with the Universities abroad, hence First Party has come forward to offer services and guidance to students on campus. Whereas the Second Party will provide an infrastructure facility to carry out the operations of **the Valmiki Career Counselling Center (VCCC)**

NOW, THIS AGREEMENT IS WITNESSETH AS FOLLOWS:

PART I: General Specifications

1. This agreement between the parties is valid for a period of 3 years commencing from April 2023 to April 2026.
2. This is a non-exclusive agreement with a second party. The first party can engage in similar agreements with other similar institutions.
3. Both the parties shall not make use of the Trademarks, Trade name, Trade dress, patents, copyrights, other logos, designs, monograms, and all other intellectual property rights own and used without written consent from either party.
4. The first party shall not offer any guarantee or admission or guarantee of a visa to any student. If any student claims that the guarantee is given, then the party to the first is not liable and the second party is solely responsible for settling any disputes that arise from such students.


PRINCIPAL

OUR BRANCHES

Ahmedabad | Dilsukhnagar | Guntur | Kukatpally | Narayanaguda | Nagpur | Somajiguda | Tarnaka | Madhapur | Vijayawada

5. The first party shall not charge any fees from the student exorbitantly. If there is any dispute in respect of the same there is no liability of the first party and the second party alone is responsible to deal with the student.
6. Either party shall preserve the goodwill and reputation of each party and operate in strict compliance with laws that are required under the law. Either Party shall not allow any illegal activities such as fake documents etc.
7. Either Party may terminate this Agreement at any time and for any reason by giving the other Party thirty (30) calendar days' prior written notice.
8. This Agreement together with all schedules, annexures, appendices, and amendments Incorporated/communicated from time to time constitutes the entire agreement between the Parties relating to the subject matter. There are no oral or implied agreements and no oral or implied warranties or understanding between the Parties.
9. The second party is authorized to be represented as **Valmiki Career Counselling Center (VCCC)**.

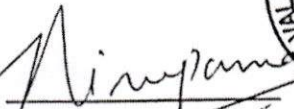
This agreement witness on the day, month, and year mentioned above in the presence of the following witnesses.

For **Samskruti College of Engineering and Technology**

WITNESSES

1) FIRST PARTY

for VALMIKI GROUP

Signature: 

Name: Ms. Nirupama Das

Title: Chief Executive Officer

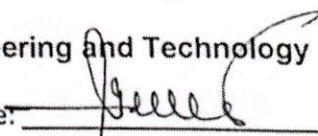
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2) SECOND PARTY

for Samskruti College of

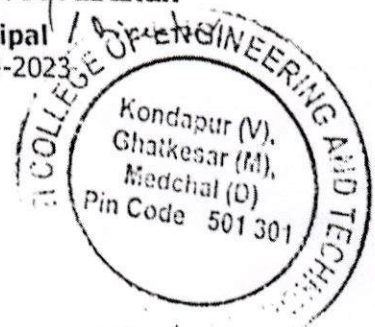
Engineering and Technology


Signature: 

Name: Dr. J. Govardhan

Title: Principal

Date: 17-04-2023




PRINCIPAL

Samskruti College of Engineering & Technology
Kondapur, Ghatkesar Municipality, Medchal (D)