



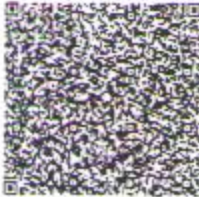
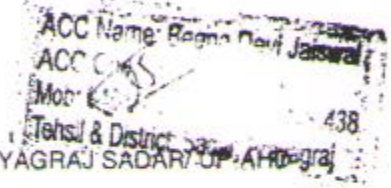
INDIA NON JUDICIAL
Government of Uttar Pradesh



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e-Stamp

Certificate No.	: IN-UP33679585795506V
Certificate Issued Date	: 05-Oct-2023 03:33 PM
Account Reference	: NEWIMPACC (SV)/ up14502004/ PRAYAGRAJ SADAR/ UP-Allahabad
Unique Doc. Reference	: SUBIN-UPUP1450200463166468110403V
Purchased by	: SGBS UNNATI FOUNDATION BANGLORE SOMAYA BAHADUR
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: SGBS UNNATI FOUNDATION BANGLORE SOMAYA BAHADUR
Second Party	: DEPARTMENT OF HIGHER EDUCATION UTTAR PRADESH
Stamp Duty Paid By	: SGBS UNNATI FOUNDATION BANGLORE SOMAYA BAHADUR
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



MEMORANDUM OF UNDERSTANDING

This MoU is executed on the 25 October 2023 at Prayagraj by and between:

DIRECTORATE OF HIGHER EDUCATION, UTTAR PRADESH (DHE-UP)

And

SGBS UNNATI FOUNDATION (SUF)

DIRECTORATE OF HIGHER EDUCATION, represented by the **Shri Brahmadev** and having its office at Sarojini Naidu Marg, Canton, Civil Lines, **Prayagraj**, Uttar Pradesh 211016, India.(hereinafter referred to as "**DHE-UP**") which expression shall unless repugnant to the context or meaning thereof be deemed to include its, executors, administrators, legal representatives, nominees affiliates and permitted assigns of the **FIRST PART**;

AND

"**SGBS Unnati Foundation**" a not for profit organization under Section 8 of



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

3. ROLE OF DHE-UP

- a. Will facilitate the running of the "UNXT" program in its centres and in Govt. Colleges.
- b. The "UNXT" program will run for 3 hours a day for 30 days and will be offered free of cost.
- c. Will provide all the necessary infrastructure at its Colleges to ensure smooth running of the program. Infrastructure includes (i) a classroom and (ii) a Projector or a TV (iii) Internet connection.
- d. DHE-UP will appoint a nodal officer to be a Single point of Contact. This officer will work closely with SUF team to ensure smooth implementation of the UNXT Program. This officer will be authorised officially to do so.
- e. DHE-UP will ensure 2 batches per day of 35-40 students will be provided for UNXT to make it economically viable for SUF.

4. ROLE OF SUF

UNDER "UNXT" Program:

1. Will conduct the UNXT training for 3 hours per batch and a minimum of two batches per day, spanning over 30 working days in each College.
2. Will provide access to an e-learning app with over 600 videos and questions to the youth who attend the UNXT program.
3. Will provide a UNXT digital certificate to students who match the attendance requirement of 90% (27 days of attendance).
4. SUF will assure a job for students who approach them. The jobs will be in Metro Cities and in reputed companies with social securities like ESI & PF.
5. The salaries offered by these companies will be in line with the market.
6. SUF will collect data of students (including aadhaar) for reports to sponsors and DHE.
7. Each ChangeMaker from SUF will conduct 2 batches per day of 35-40 students to make it economically viable.

5. IMPACT OF THE PROGRAM

- a. SUF is working on a platform with all necessary filters for industry, to facilitate hiring.
- b. DHE-UP will inform Industry Bodies and large companies in the state to try and hire from this platform as the trained candidates would be of higher quality than what they will find in the market.

6. CONFIDENTIALITY

During the term of this MoU, either Party may receive or have access to technical or Proprietary Information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing Party considers to be confidential ("Confidential Information"). In the event

Confidential Information is to be disclosed, the Confidential Information shall be marked as confidential at the time of disclosure or if disclosed orally but stated to be confidential, shall be designated as confidential in writing by the disclosing Party summarizing the Confidential Information disclosed and sent to the receiving Party within thirty (30) days after such oral disclosure.

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

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

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

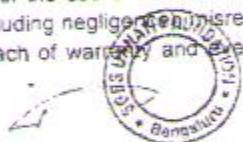
7. TERMS OF COLLABORATION

This MoU is effective from the date of Signing and is valid for three years viz. 2023-28. The continuity of the MoU may be decided by either party after successful completion of the aforesaid term.

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

8. LIMITATION OF LIABILITY

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



damages.

9. INTELLECTUAL PROPERTY OF SUF

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

10. GENERAL CLAUSES

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

II. Entire MoU: This MoU constitutes the entire MoU between the Parties and shall prevail over any other MoU relating to the subject matter hereof. The Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Parties except as herein contained.

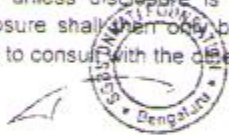
III. Non-Waiver. Any Party to this MoU may (a) extend the time for performance of any of the obligations or other acts of any other Party, (b) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered by the other Party pursuant thereto or (c) waive compliance with any of the MoUs or conditions of any other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this MoU. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

IV. Governing Law: This MoU (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this MoU or its formation) shall be governed by and construed in accordance with laws of India.

V. Jurisdiction: The Parties agree that only the Courts in Bangalore shall have jurisdiction to entertain any proceedings related to this MoU whether during pendency, or after termination. No other Court shall have jurisdiction under this MoU.

VI. Non Assign-ability: The rights and obligations incumbent upon the Parties pursuant to the provisions hereof shall not be ceded or assigned in any circumstances to any third party except as may be agreed. The prior, written consent of SUF shall be required by DHE-UP for assigning its rights and obligation under this MoU to an associate, affiliate or franchisee for the purpose of this MoU.

VII. No Disclosure: neither the execution of this MoU or its terms shall be disclosed to any other person by either of the Parties without prior written consent of the other Party unless disclosure is required by Applicable Law or the Laws of India and disclosure shall then only be made after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of disclosure.



VIII. Expenses: Save as expressly otherwise provided here in, each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this MoU or any other MoU incidental to or referred to in this MoU.

IX. Severability: Each of the provisions contained in this MoU shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this MoU.

X. Amendment: This MoU may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties.

XI. No Third Party Beneficiaries: This MoU is solely for the benefit of the Parties hereto and no provision of this MoU shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this MoU.

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

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

XIV. FORCE MAJEURE

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

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

11. DISPUTE RESOLUTION

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



expenses of the arbitration will be share equally by the parties to the MoU.

2. The venue of arbitration shall be Prayagraj and the language of arbitration shall be English.
3. The award shall be rendered in the English Language and shall be final and binding between the Parties.

12. TERMINATION BY CAUSE:

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

(ii) Each Party shall have the right to terminate this MoU with immediate effect by written notice if the following events occur:

a) Other Party is wound up, liquidated or for any other reason ceases to carry on its business or transfers its business to another entity;

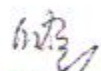
b) A decree or order by a court or governmental agency or authority for the appointment of a receiver or liquidator for the assets and properties of other Party in liquidation proceedings, readjustment of debt, marshalling of assets and liabilities or similar proceeding and the interim order is not vacated within seven (7) calendar days from the date of its issuance.

c) Termination without cause and/or for Convenience: The Parties shall have the right to terminate this MoU without assigning any reason by giving a sixty (60) calendar day's prior written notice to the other Party.

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

For and on behalf of DHE-UP

For and on behalf of SUF


Shri Brahmadevi
Director
DHE-UP (उ. दे. व.)
श्रीमा निदेशक (उ. दे. व.)
प्रणगराज


A Padmanabhan alias Ramesh Swamy
Director
SGBS Unnati Foundation