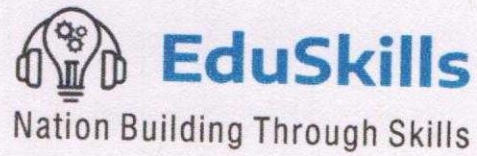


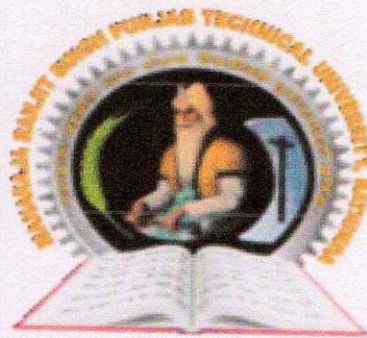
MEMORANDUM OF UNDERSTANDING

BETWEEN



EduSkills Foundation ("EduSkills")

AND



MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY, BATHINDA, PUNJAB

FOR DIGITAL SKILLS, IT EDUCATION AND INDUSTRY 4.0 SKILL DEVELOPMENT

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 to as 'First Party' and Maharaja Ranjit Singh Punjab Technical University will be referred to as 'Second Party'.

The Parties have been discussing a proposed collaboration in the areas of **"Digital Skills, IT Education and Industry 4.0 Skill Development"**.

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 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.

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.

ACCEPTED AND AGREED:

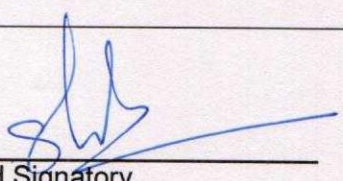
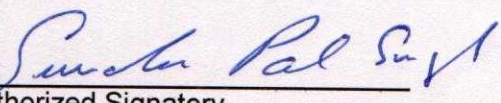
Signed for and on behalf of <u>EduSkills Foundation</u>	Signed for and on behalf of <u>Maharaja Ranjit Singh Punjab Technical University</u>
By:  Authorized Signatory	By:  Authorized Signatory
Name: Mr. Shubhajit Jagadev	Name: Dr. Gurinder Pal Singh Brar
Designation: Executive Director	Designation: Registrar
Date: 12 th March 2021	Date: 12 th March 2021
Email: shubhajit@eduskillsfoundation.org	Email: reg@mrsptu.ac.in

EXHIBIT A

NON-BINDING TERMS

1. Broad Objective

Both the parties have decided to work together for the purpose of expanding and scale up digital skills in all the colleges affiliated by the University and its colleges will get access of digital content, LMS and certifications offered by EduSkills. EduSkills in partnership with Cisco, AWS, Red Hat, Palo Alto, Blue Prism, etc. will enable their academy programs for relevant colleges and students to prepare a digital workforce in the state.

2. Proposed Obligations of Second Party (Maharaja Ranjit Singh Punjab Technical University):

- Global academy courses (i.e., Cisco, AWS, Red Hat, Blue Prism, Palo Alto) offering in all Govt. & Private Engineering, Polytechnic and Degree colleges.
- Issue on boarding notifications to all B.Tech, M.Tech and MCA affiliated colleges under Maharaja Ranjit Singh Punjab Technical University and create awareness for adoption and registration of digital programs.
- Need to onboard minimum 10 affiliated colleges within one month of the MoU Signing.
- Institutions needs to bear the expense for AWS & Red Hat Global Certification fee of faculties as these are mandatory certification for master trainers. 50% discount voucher in AWS and 75% discount voucher in Red Hat global exam will be offered by EduSkills, AWS and Red Hat.
 - a. AWS Cloud Practitioner Global Exam Fee after 50% Special Discount: \$50 + GST
 - b. AWS Cloud Solutions Architect Global Exam Fee after 50% Special Discount: \$75 + GST
 - c. Red hat Academy Global Exam Fee after 75% Special Discount: \$55/- + GST
- To publish the collaboration in print and news media as well as in university website.
- To provide platform to EduSkills for various promotional activities like Academy meet/student events.
- To create awareness, University will communicate to its affiliated colleges periodically.
- To pilot digital courses integration in the main syllabus of the relevant trades.
- **Agreement to be renewed after 3 years.**
- To nominate a point of contact who could monitor and review the program updates
- 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) instructors with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers.

3. Proposed Obligations of First Party (EduSkills):

- One-day orientation session/workshop for all the colleges.
- One-day workshop for mass on-boarding.
- Coordination with University to ensure proper communication to be sent out to all the colleges.

- Coordination with Heads/Principals of all the colleges.
- In-person/remote support to all the academies for any troubleshooting needed during the onboarding process.
- Deploy dedicated project officers for every **60 Institution**:
 - a. We will post onsite project manager to handle issues of all academies and to coordinate with Govt.
 - b. Telephonic Support: Dedicated phone line and queries to be handled by EduSkills representative.
- Monthly/Quarterly in-person review: Meeting with University stakeholders: Review the program with University and Presentation before University Officials on overall progress.
- MIS Sharing with University officials: Weekly MIS will be sent to each academy and consolidated MIS will be shared with University Officials.
- To offer digital content and courses of up to 5 global academy programs to its member institution. Selection of program will depend on the relevance/preference of the students/college.
- 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.
- 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

4. Financial Sponsorship by EduSkills to Maharaja Ranjit Singh Punjab Technical University:

Note: Sponsorship is applicable only for the University. Affiliated colleges will have to accept commercial terms, if they apply for membership.

- EduSkills annual membership fee of INR 40,000/- will be sponsored.
- Master Training for 6 Faculties (INR 3 Lakhs - onetime fee) will be sponsored (as per EXHIBIT-B).
- All the software & VM licenses will be sponsored. Approx. cost is INR 4 to 5 Lakhs.
- Blue Prism one Enterprise Cloud based license will be sponsored. Approx. cost is INR 6 to 7 Lakhs.

5. Annual Membership Fee & Faculty Training Fee for Maharaja Ranjit Singh Punjab Technical University Affiliated Colleges:

- Annual Membership fee: To be paid by each Institution
 - **For Engineering Colleges:** INR 40,000/- + GST every year.
 - **For M.Tech/MCA Colleges:** INR 20,000/- + GST every year.
- Master Educator Training fee (One-time): To be paid by each Institution
 - **For Engineering Colleges:**

Fee for up to 6 Faculties (INR 3 Lakh- onetime fee) **will be sponsored by EduSkills and Corporates**. (Please refer Annexure-A). For any additional faculty, training fee is **INR 5,000 + GST** per faculty per course.

- **For M.Tech/MCA Colleges:**
Fee for up to 6 Faculties (INR 3 Lakh- onetime fee) **will be sponsored by EduSkills and Corporates** (Please refer Annexure-B). For any additional faculty, training fee is **INR 5,000 + GST** per faculty per course.
- Institutions needs to bear the expense for AWS & Red Hat Global Certification fee of faculties as these are mandatory certification for master trainers. 50% discount voucher in AWS and 75% discount voucher in Red Hat global exam will be offered by EduSkills, AWS and Red Hat.
 - AWS Cloud Practitioner Global Exam Fee after 50% Special Discount: \$50 + GST
 - AWS Cloud Solutions Architect Global Exam Fee after 50% Special Discount: \$75 + GST
 - Red hat Academy Global Exam Fee after 75% Special Discount: \$55/- + GST
- All the software & VM licenses will be fully sponsored by EduSkills and Corporates. Approx. cost is INR 4 to 5 Lakhs.
- Blue Prism one Enterprise Cloud based license will be fully sponsored by Blue Prism and EduSkills. Approx. cost is INR 6 to 7 Lakhs.

Payment Account Detail:

Account Name: EDUSKILLS FOUNDATION
Name of Bank: KOTAK MAHINDRA BANK
Branch Address: Bhubaneswar, Odisha, India.
Bank A/C No: 6412959240
Bank IFSC Code: KKBK0007241
GSTIN: 21AABTE0262F1ZG
PAN: AABTE0262F

Please Note: **This fee applies on institutions only. EduSkills will not charge any fee from the students as these programs comes under purview of CSR. Institutions may enroll and extend benefit to as many students they want. There won't be any capping on number of students for registrations in any of these offered courses.**


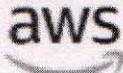




6. Proposed Joint Obligations, if any:

The Parties agree for a quarterly meeting of representatives. Such meetings will be organised and hosted by EduSkills (either face to face or any assisted technology like Webex) for the purpose of assessing how the co-operation is progressing and to identify areas where it could be strengthened.

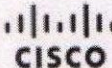
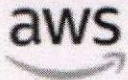



7. Special Terms and Conditions:

Any implementation of the objectives / obligations shall be subject to separate definitive agreement(s) and such definitive agreement(s) shall be subject to internal approval by Maharaja Ranjit Singh Punjab Technical University and EduSkills.

ANNEXURE A (Engineering Colleges)

Academy	Courses	No of Faculty
 Networking CISCO Academy	Cisco Certified Network Associate (CCNA)	1
 aws academy	AWS Academy Cloud Foundations	1
	AWS Academy AI & ML Foundations	
 RED HAT ACADEMY	Red Hat Certified System Administrator (RHCSA)	1
 paloalto Cybersecurity Academy	Palo Alto Networks Certified Cybersecurity Entry-level Technician (PCCET)	1
	Cybersecurity Foundation	
	Network Security Fundamentals	
	Cloud Security Fundamentals	
	Security Operations Fundamentals (SOC)	
 blueprism University Academia Program	Blue Prism Academy Foundation	1
 MICROCHIP Academic Program	PCB Design	N/A
	LTspice Programming	
	VHDL Programming	
	FPGA	
	ATMEGA 16	1

ANNEXURE B (M.Tech/MCA Colleges)

Academy	Courses	No of Faculty
 Networking CISCO Academy	Cisco Certified Network Associate (CCNA)	1
 aws academy	AWS Academy Cloud Foundations	1
	AWS Academy AI & ML Foundations	
 RED HAT ACADEMY	Red Hat Certified System Administrator (RHCSA)	1
 paloalto Cybersecurity Academy	Palo Alto Networks Certified Cybersecurity Entry-level Technician (PCCET)	1
	Cybersecurity Foundation	
	Network Security Fundamentals	
	Cloud Security Fundamentals	
	Security Operations Fundamentals (SOC)	
 blueprism University Academia Program	Blue Prism Academy Foundation	1