MEMORANDUM OF UNDERSTANDING

BETWEEN

EduSkills
Nation Building Through Skills

EduSkills Foundation ("EduSkills")

AND

K. R. Mangalam University

FOR EDUSKILLS MEMBERSHIP PROGRAM

This Memorandum of Understanding ("MOU") is effective form the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party 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.
c. 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.

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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.

Amendment

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

9. **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 **EduSkills Foundation**	Signed for and on behalf of **K. R. Mangalam University**
By: _____ Authorized Signatory	By: _____ Authorized Signatory
Mr. Shubhajit Jagadev Name	Gp. Capt.Praveen Mahajan Name
Chief Executive Officer Designation	Registrar Designation
_____ Date	_____ Date
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India Email: info@eduskillsfoundation.org	**Address for communication:** K. R. Mangalam University, Sohna Rd, Sohna Rural, Haryana 122103 Email: registrar@krmangalam.edu.in

EXHIBIT A

NON-BINDING TERMS

1. Scope and Intent

EduSkills and **K. R. Mangalam University** 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, where ever 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
- EduSkills & AICTE Internship Program for students.

3. Proposed Obligations of **K. R. Mangalam University :**

- 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.
- Pay membership **fee every year**. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 3 years**.
- Institution need to bear the expense for the AWS & Red Hat Global Certification fee of faculties as its mandatory.
- 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 upto 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.

4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000* + GST
- Year 3: INR 40,000* + GST

* Can be incremented annually on a very nominal basis.

Please Note: This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.

MUTUAL NONDISCLOSURE AGREEMENT

This agreement is entered into by Blue Prism India Private Ltd and the other party listed below, as of the date of the later signature below ("**Effective Date**"), in order to evaluate and possibly enter into a business transaction between the parties or their affiliates (the "**Purpose**"). The parties are entering into this agreement so that each of the parties and their affiliates (each, when disclosing, "**Discloser**") may disclose to the other party and to their affiliates (each, when receiving, "**Recipient**") information related to the proposed business transaction that Discloser considers confidential, that is marked as confidential or which Recipient should know is confidential based on the way it was disclosed or the subject matter of the information (the "**Confidential Information**"). An "affiliate" is any legal entity either party owns, that owns such party or that is under common control with such party. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

1. **No Obligation or License; Disclaimer of Warranty.** This agreement does not (a) impose on either party any obligation to enter into any business relationship or proceed with any business transaction; (b) grant any right or license to the intellectual property rights of the other party, except the limited rights granted in this agreement as necessary to use the Confidential Information for the Purpose; or (c) create, and each party hereby disclaims, all express and implied warranties for its Confidential Information, including but not limited to implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by statute or common law.

2. **Use, Protection and Disclosure of Confidential Information.** Recipient may use Confidential Information only for the Purpose. Recipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information, solely as needed for the Purpose, with its representatives who need to know it and only if they have agreed with either party in writing to protect the confidentiality of the Confidential Information. A "representative" is an employee, contractor, advisor or consultant of either party or of its respective affiliates. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. If there is an unauthorized disclosure of Confidential Information, Recipient shall notify Discloser in writing as soon as it becomes aware of such disclosure and provide reasonable assistance to Discloser to minimize any damages caused by such disclosure.

3. **Information That is Not Confidential Information.** Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.

4. **Term and Termination.** This agreement will have a term of three (3) years from the Effective Date and either party may sooner terminate this agreement on 30 days' prior written notice. Section 2 of this agreement will survive any expiration or termination of this agreement as to Confidential Information that is disclosed before termination or expiration and for a period of two (2) years thereafter. Upon expiration or earlier termination, Recipient shall return or destroy all Confidential Information of Discloser (at Discloser's option) and certify in writing that it has done so. Notwithstanding anything to the contrary herein, protection of trade secrets, including, but not limited to, technical information about a Discloser's current products and services and all information about possible unreleased products or services shall never expire.

5. **Governing Law and Venue.** This agreement is governed by the laws of Singapore, and the exclusive venue for disputes shall be the courts of Singapore.

6. **Modification and Interpretation.** This agreement may only be modified in a writing signed by both parties. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions will remain in effect and enforceable without the invalid or unenforceable provision.

7. **Integration.** This agreement is the entire agreement between the parties relating to the Purpose and supersedes all prior or contemporaneous agreements between the parties relating to the Purpose.

8. **Assignment.** Neither party may assign this agreement without the other party's written consent, except that consent is not required if the assignment is to an affiliate of the assigning party. This Agreement will inure to the benefit of and be binding upon any authorized successors and assigns.

9. **Counterparts**. This agreement may be signed in counterparts and may be agreed to and exchanged electronically.

10. **Notices.** Any notices required under this agreement must be sent to the address below and must be in writing and refer to this agreement. Notices may be delivered by courier, by registered mail with a return receipt, by reputable overnight delivery service with delivery confirmation, or by email. Notices will be deemed given when received if sent by courier or overnight service, 5 days after deposited in the mail if sent by registered mail, and in the case of email, when such email is sent, unless a mail non-delivery notification has been received by the sender.

KR MANGALAM UNIVERSITY

Signed for and on behalf of Blue Prism India Private Ltd	Signed for and on behalf of K.R. Mangalam University, Sohna, Gurugram (HR)
By:_____ Authorized Signature	By: Mahajan Authorized Signature
_____ Name	Gp. Capt. Praveen Mahajan Name (type or print please)
_____ Title	Registrar Title
_____ Date	13th May, 2022 Date
Address for notices: Blue Prism India Private Ltd C/o Blue Prism Pte Ltd 38 Beach Road #29-11 South Beach Tower Singapore 189767 SINGAPORE Attn: Legal Department Email: legal.notices@blueprism.com	Address for notices: K.R. Mangalam University, Sohna Road, Sohna, Gurugram (Haryana) - 122103 Attn: Computer Science & Engg. Department Email: registrar@krmangalam.edu.in dean.soet@krmangalam.edu.in

KR MANGALAM UNIVERSITY * SOHNA ROAD GURGAON
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Fwd: Approval of Industry- Academy Collaboration with EduSkills

Dr. Swati <swati@krmangalam.edu.in>
Fri 13-05-2022 14:16
To: Deepak Mishra <deepak.mishra@krmangalam.edu.in>

Get Outlook for Android

From: Dr. Swati
Sent: Wednesday, March 9, 2022 3:11:32 PM
To: Vice Chancellor K. R. Mangalam <vc@krmangalam.edu.in>
Cc: Pro Vice Chancellor, K R Mangalam University <provc@krmangalam.edu.in>; Manvi Arora <manvi.arora@krmangalam.edu.in>; Dr. Shweta Bansal <shweta.bansal@krmangalam.edu.in>; Dr. Meenu <meenu@krmangalam.edu.in>; Vineet Dahiya <vineet.dahiya@krmangalam.edu.in>; Rohit G <rohitg@krmangalam.com>
Subject: Approval of Industry- Academy Collaboration with EduSkills

Dear Sir,

With the aim of promoting free skilling and upskilling courses for our students under Centre of Excellence at KRMU we wish to propose an **Industry - Academic collaboration with Eduskills**

Eduskills is a leading EdTech organization operating across 22 States of India and have partnered with IT leaders like Juniper, Amazon Web Services, Red Hat, VMware, GoDaddy, Palo Alto, Blue Prism, Celonis, and Microchip to drive their global academy programs. The Academic programs supported by Eduskills at present are shown below the student can avail any of the mentioned Academy course.

Sno.	Academy	Courses
1	**Juniper Network Cloud and Automation Academy**	Juniper Networks Certified Associate (JNCIA)-JUNOS(R&S)
		Juniper Networks Certified Associate (JNCIA)-Cloud
		Juniper Networks Certified Associate (JNCIA)-Security
		Juniper Networks Certified Associate (JNCIA)-Devops and Automation
		Juniper Networks Certified Associate (JNCIA)-Mist AI
2	**AWS Academy**	AWS academy cloud foundations
		AWS academy AI & ML foundations
		AWS academy data analytics foundations
		Any one course from Associate level
		AWS Academy Solutions Architect
		AWS Academy cloud developing
		AWS Academy cloud operations (SysOps)
3	**Red Hat Academy**	Red Hat Certified System Administrator (RHCSA)
		Red Hat Certified Engineer (RHCE)
4	**Paloalto**	Pallo Alto Network Certified Cybersecurity Entry level Technician (PCCET)
		Cyber Security Foundations
		Network Security Fundamentals
		Cloud Security Fundamentals
		Security Operations Fundanentals (SOC)
5	**Blue Prism University**	Blue Prism Academy Foundation
		Blue Prism Academy Associate Developer
6	**MicroChip Academic Program**	PCB Design
		LTspice Programming
		VHDL Programming
		FPGA
		ATMEGA 16
		Embedded Linux
7	**Celonis**	Process Mining Fundamentals
		Process Mining Expert

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Benefits to Member Institutions:

- Individual Agreement with each Corporate. Weightage in AICTE, NAAC, NBA Accreditation, and NIRF Rankings
- Use of corporate's global academy logos as **"Center of Excellence"**
- All courses and learning management systems are **"Zero Cost"** to the students

Benefits to Students:

- AICTE & EduSkills Internship Opportunity
- Cloud-based Learning Management System, students can learn anywhere, anytime
- Online curriculum developed & maintained by corporates
- Online assessments, hands-on lab activities and projects
- Students will get lifetime login credentials of the learning platform
- Students will get course completion certificates directly from corporates
- Discounted vouchers for global certifications
- Hiring Opportunities
- Students will get opportunities to participate in all National Level competitions & events organized by corporates

Benefits to Faculties:

- Faculties will get Master Trainer ID and Certificate from corporates
- Educator Development Programs (EDP)

This collaboration will enhance the holistic development of both students and faculties and will provide opportunity to students enhance their technical skills.

The MoU will be proposed between KR Mangalam University and Eduskills for which following financial assistance is required from the university.

Annual Membership Fees:40K +GST and Faculty Training Fee :40 K +GST (Optional)

Thanks & Regards,

Dr Swati,Dr Shweta Bansal and Dr Meenu

Associate Professor,CSE Department

Center of Excellence,SOET

KRMU

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