



## MEMORANDUM OF UNDERSTANDING



**UCCIL**  
Pursuing Prosperity

**Date: 13.01.2024**

The Utkal Chamber of Commerce and Industry Limited (UCCIL) Bhubaneswar and Einstein Academy of Technology and Management (EATM), Khurda, AICTE approved and Affiliated to BPUT would like to collaborate in view of common interest in the field of Industry Relations and Technical and Professional Education and in fostering advancement in teaching, research and training in professional skills with an aim to furthering enterprise and entrepreneurship and a self-driven sustainable ecosystem and hence, herewith, come to an agreement and Memorandum of Understanding.

**This MoU comes to effect dated 13<sup>th</sup> January 2024** and the document, further shall address both the parties as UCCIL and EATM.

**This Mou, whatsoever, shall have no financial bearing of any Nature.**

### **MOU, Industry Interaction, Professional Education and Joint Initiatives**

The aforesaid objectives can only be achieved well by bridging the gap between industry and the academic institutions. Better interaction between professional and technical institutions and industry fraternity is the need of the hour. This will have great bearing on the professional and technical curriculum, exposure of such students to industrial atmosphere.

Industries and institutes have been collaborating for over a century, but the rise of a global knowledge economy has intensified the need for strategic partnerships. The Institutes are imparting the basic knowledge and skill, but the industry-academia interaction and conglomerate will enable to undertake research by staff and students relevant to the industry.

The industry-academia interaction should be designed to run for longer period for preparing the manpower of world class standards in the field of science, technology, finance, human resources, information technology by inculcating the various specified skills required by the industry thereby contributing to the economic and social development of the society at large.

The Utkal Chamber of Commerce & Industries Limited (UCCIL) is the apex body of association of Large, Medium, Small, Trade and Services having nearly 800-member organization as its member. UCCIL always work to create value for our businesses and visit neighbouring countries as well as various states within the country to explore the potential of bilateral ties between our business fraternities and encourage dialogue for improving our trade ties.

**UCCIL mission** is to promote trade, commerce, industry and services in Odisha with a view to strengthen and expand economic activity in the state, by fostering just, equitable and globally competitive business environment compatible with free Enterprise of the New Millennium to continue serving the society through proactive initiatives and to support Socio-Economic and Cultural causes.

In this endeavour UCCIL intends and wishes to include the professional technical educational institutes along to build new India's industrial eco-system's future generation.

### **Aims and objectives of UCCIL's Memorandum of Understanding with EATM:**

#### **EATM OBLIGATION:**

- To conduct seminars, talks, workshops, industrial visits, laboratory set-ups etc and to collaborate in designing courses highlighting the affirmative between industry and professional training.
- Sensitization programmes to create public interest and awareness regarding the significance of interwinding Industrial Requirements and Professional Trainings.
- Collaborative Industrial Relationships and Professional Training programmes to show case Odisha's advancement of Industrial Workshops.
- To provide certificate courses in Industrial Experiences and Exposures for Professional Trainees.
- Developing new patterns of course involving interdisciplinary research as per Industry requirements.
- Facilitating Student Internship/sandwich programs.
- Agreed on sharing of Facilities such as Conference Halls, auditorium, lawn, playground etc.
- Access to library and other supporting facilities by students / scholars/ faculties and industry experts.
- To foster and set up entrepreneurship cells and/or incubation with UCCIL so as to boost the innovation and start-up activities of the state.



### **OBLIGATION OF UCCIL :-**

- Short term assignment of institutions' faculty members in industries.
- Professionals from industry to be visiting faculty in professional academic and training institutions.
- Practical training and hand-holding of students at the industries and experience certificates.
- Facilitate Industries to sponsor scholarships and fellowships at professional educational institutes.
- Help Organize education fairs, Industry and factory site visits, exhibitions and workshops.
- Capacity Building and Human Resource Development.
- Provide reasonable resources to house centre for entrepreneurship / innovation cell with-in the premises of UCCIL office at Bhubaneswar.

### **Other terms and conditions of UCCIL's Memorandum of Understanding with EATM:**

- **Coordination:** Each party, UCCIL and EATM shall appoint one member of Industry expert and its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of (i) programme coordinator from the side of UCCIL, and (ii) programme coordinator from the side of EATM will periodically review and identify ways to strengthen cooperation between the two parties in concern.
- **Data Confidentiality:** Neither UCCIL nor EATM shall absolve any confidential information during the extent of the agreement. Both UCCIL and EATM will aim at maintaining mutual trust and mutual productivity in sense of affirmative development and sustenance of a viable industry education eco-system.
- **Intellectual Property Rights:** Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, industry equipment, indigenous know-how, core operating systems and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both parties to this Memorandum. Both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property and both parties shall make joint application for the registration of the same. Before any registration or commercialisation of any intellectual property takes place, both the parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the

prior written consent of both institutes, such consent not to be unreasonably withheld. UCCIL and EATM shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

- **Validity of Agreement:** The Memorandum shall remain in force for a period of 3(three) years commencing from the effective date. Both UCCIL and EATM may extend the term by written agreement signed by both after review.
- **Termination of Agreement:** Either party, UCCIL or EATM, may terminate the MoU by giving written notice of 3 (three) months in advance to the other party. Once terminated, neither UCCIL nor EATM will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, UCCIL and EATM will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.
- **Amendments/Modifications to the MoU:** This MoU may be amended or modified by a written agreement signed jointly by the representatives of both UCCIL and EATM.

**This MOU signed on 13-01-2024**

EINSTEIN ACADEMY OF  
TECHNOLOGY AND MANAGEMENT

Chairman



**CHAIRMAN**

**Einstein Academy of  
Technology and  
Management (EATM)**

For The Utkal Chamber of Commerce & Industry Ltd



**PRESIDENT**

**The Utkal Chamber of  
Commerce and Industry  
Limited (UCCIL)**







Einstein Academy of  
Technology and  
Management

**MEMORANDUM  
OF  
UNDERSTANDING**



**INTACH**

Indian National Trust  
for Art and Cultural  
Heritage

**16<sup>th</sup> December 2023**

Proposal for collaboration between Einstein Academy of Technology and Management, Khordha, Bhubaneswar (EATM) and the Indian National Trust for Arts and Cultural Heritage (INTACH) Bhubaneswar Chapter in view of common interest in the field of culture and heritage education and fostering advancement in teaching, research, heritage and cultural understanding.

Proposed the following aims and objectives of EATM's Memorandum of Understanding with INTACH:

- EATM proposes to conduct training programmes on history, culture, heritage and related subjects for their students studying in various disciplines of the institute

Principal  
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Bhubaneswar, Khurda

- Facilitating Student internship/sandwich programs.
- Capacity building and human resource development
- The competent faculty / technical personnel shall be invited to deliver lectures / invited talks and Joint Conference/ Workshop/ Courses will be held along with INTACH.
- Agreed in sharing of Facilities: Two organizations agree to share their respective important R &D facilities in order to promote academic and research in the areas of cooperation.
- Access to library and other supporting facilities by students / Scholars/ Faculties.

EATM- Bhubaneswar proposes to formulate Odisha state culture centric development models, publish reports and monographs and to organize conferences and seminars on issues relating to culture and to provide inputs to policy matters in different spheres along with INTACH.

To take appropriate measure for promoting the members of tribal and local communities capable of managing, administering and looking after their own need by access to higher education through INTACH.



- To set up a Heritage Club at the EATM Campus and facilitate a matching grant for a library of heritage and culture books.
- To conduct seminars, talks, workshops, heritage walks, heritage tours etc. and to offer courses highlighting the affirmative between tourism and heritage
- Sensitization programmes to create public interest and awareness regarding the significance of culture and heritage, its protection and conservation.
- Collaborative cultural programmes to show case Odisha's classical and folk music and dance forms.
- Organizing education fairs, heritage site visits exhibitions and workshops.
- Heritage walks to encourage community participation and contribution.
- Cultural walks to promote tourism and to create economic benefit to local community.
- Conduct extension activities in education and training of crafts people.
- To provide certificate courses in art/culture related to tourism
- Developing new patterns of course involving interdisciplinary research.



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To invite experts from India and abroad, who are actively engaged in culture, heritage tourism training and research, to deliver lectures and participate in the training and research activities of the Institute.

To take appropriate measures for promoting innovations in teaching learning process in inter-disciplinary studies and researches and to pay special attention to the improvement of social, educational and economic conditions and welfare of the communities within the State of Odisha.

To organize FDP and MDP programmes in the field of Culture, heritage, tourism, in association with INTACH.

  
PRINCIPAL, EATM

Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

  
CONVENOR, INTACH

Signed today i.e. 16th December 2023.



# MEMORANDUM OF UNDERSTANDING (MOU)

Between



**CDAC NOIDA**

And

**Einstein Academy of Technology and  
Management (EATM)**



This is a Memorandum of Understanding between Centre for Development of Advanced Computing (C-DAC), NOIDA. Hereinafter called “**CDAC, NOIDA**” and “**Einstein Academy of Technology and Management (EATM)**”, hereinafter called “Spoke Institute”.

This Memorandum of Understanding (hereinafter referred to as MoU) Dated 4<sup>th</sup> August, 2023 day, Friday.

## **BETWEEN**

**CDAC NOIDA** (Hereinafter called ‘**CDAC NOIDA**’) represented by its Director- whose address is at C-56/1, Anusandhan Bhawan, Institutional Area, Sector 62, Noida, Uttar Pradesh 201307, and shall include its lawful representatives and permitted assigns;

## **AND**

Einstein Academy of Technology and Management (hereinafter called “Spoke Institute”), Represented by its Principal- whose address is at Baniatangi, Khurda, Bhubaneswar-752060, Odisha , India and shall include its lawful representatives and permitted assigns;

## **WHEREAS**

CDAC, Noida is an organization which is a branch of Centre for Development of Advanced Computing (C-DAC), the premier R&D organization of the Ministry of Electronics and Information Technology (MeitY) for carrying out R&D in IT, Electronics and associated areas. Further CDAC providing the learning platform & Environment for getting (Meity & NASSCOM) Certification in 10 emerging technologies by the SME which have course content as per current industry requirements – approved by SSC NASSCOM and enhance their skills in those technologies to the candidates.

Einstein Academy of Technology and Management (EATM), Baniatangi, is an established Institute established in the year 2009. It is approved by All India Council for Technical Education (AICTE) under Ministry of HRD, Govt. of India, recognized by Govt. of Odisha and is affiliated to Biju Patnaik University of Technology (BPUT), Rourkela. It is accredited by NAAC (National Assessment and Accreditation Council). Two of its disciplines (CSE, ME) are also accredited by National Board of Accreditation (NBA), New Delhi. EATM offers UG and PG programs in Engineering & Management.

The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein

The parties initiated contacts between themselves with intention to collaborate in furthering the educational services objective, hereinafter referred as “FutureSkills PRIME”.

### **“FutureSkills PRIME” Programme**

MeitY and NASSCOM have jointly conceived a new initiative titled “FutureSkills PRIME” (Programme for Re-skilling/Up-skilling of IT Manpower for Employability)”, which aims to Re-skilling/Up-skilling of working IT professionals in 10 emerging technologies.



### Roles & Responsibilities:

1. CDAC / NIELIT is recognised as Knowledge Partner for imparting training in **Bigdata Technology** Bridge Courses.
2. The enrolment of candidates will be done by both CDAC / NIELIT & Spoke Institute.
3. It is responsibility of Spoke Institute to enrol the candidates on the FutureSkills PRIME platform in **Bigdata Technology** Bridge Course.
4. The faculty members of Spoke Institute will be trained as part of Training of Trainers (ToT) Programme under FutureSkills PRIME to conduct the Bridge Courses.
5. CDAC / NIELIT faculty along with trained faculty of Spoke Institute will conduct the Theory, Practical, Project Work, Case Study, etc. in Blended mode.
6. Spoke Institute should make necessary arrangement for the candidates to carryout theory, lab and project work.
7. The candidates will be assessed on weekly basis through quiz sessions. The performance of candidates on the progress of the course, quiz and attendance will be shared to Spoke Institute by C-DAC / NIELIT Centre.
8. On completion of the course, the candidate will appear for the assessment by paying the Rs.600/- as Assessment fee on the Portal. After clearing the assessment, candidate will be awarded with joint certification by MeitY & NASSCOM.
9. As part of motivating the candidates, the Government of India is providing incentives (Rs.600/- of Assessment cost and 50% of course fee subject to a maximum of Rs.3000/-) to the eligible beneficiaries upon successful certification.
10. The monitoring committee will be constituted for regularly monitoring the course conduction and other related aspects. Accordingly, corrective measures and actions may be suggested to be incorporated for effective implementation.
11. On formal confirmation, a team from CDAC / NIELIT Centre may conduct webinars/seminars and other related awareness activities.
12. To create awareness about FutureSkills PRIME Programme, the Spoke Institute can use name and logo of CDAC / NIELIT, NASSCOM & FutureSkills PRIME in their promotional content with due endorsement from C-DAC / NIELIT Centre.

## **Terms & Conditions:**

1. The validity of collaboration is 1 year starting from the formal consent and endorsement of this MOU.
2. Initially, the target for Spoke Institute till December, 2023 under **Bigdata Technology** is 200. Once, it is completed, on the basis of performance of Spoke Institute, additional target will be provided.
3. CDAC–Noida shall support/guide Spoke institute for establishing '**Centre of Excellence**' in Big Data Technology, if above said criteria's fulfilled by the institute.
4. For the candidates registered through Spoke Institute, 70% course fee will be paid back to the Spoke Institute after 180 days of candidates' enrolment in the course with due verification.

## **The eligible beneficiaries for FutureSkills PRIME Programme: -**

- a. Fresh Recruits (who have been offered employment) but are yet to take up a job, as well as undergoing/ selected for Internship & Apprenticeship roles in IT/ ITeS are also expected to derive great value from the programme.
- b. IT employees in IT firms and Non-IT firms (Non-IT employees aspiring to use new and emerging technologies in their respective domains.
- c. Further, the programme would also aim to re-skill/ up-skill employees whose skills for a particular job have become outdated and may no longer be employed.
- d. Central Govt. & State Govt. Employees including employees of PSUs & Autonomous bodies (Govt. Employees) would also benefit from the platform

## **FINANCIAL MODEL for the course fee**

- a. Spoke will be empanelled with (70:30) arrangement.
- b. The spoke will get 70 % of the course fee after deducting payment Gateway Charges
- c. Refund amount will be credited after 180 days of Enrolment.
- d. Spoke Centre will pay the statutory GST as applicable.



CDAC–Noida shall support/guide Spoke institute for establishing 'Centre of Excellence' in Big Data Technology, if above said criteria's fulfilled by the institute.

To:

Address: C-56/1, Anusandhan Bhawan, Institutional Area, Sector-62, Noida, Uttar Pradesh-201307

Attn to: Mr. Tushar Patnaik, Associate Director, CDAC, Noida

Tel no.: 01202210854

E-mail: tusharpatnaik@cdac.in

Signature: Tushar Patnaik

Date: 1st Apr 2023

To:

Address: Principal, EATM, At: Baniatangi, PO: Bajpur, Dist: Khordha Bhubaneswar-752060 (ODISHA)

Attn to: Dr. Suwendu Prasad Sahu

Tel no.: 9437827763

E-mail: principal@eatm.in

Signature: [Signature]

Date:

04/08/23  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda



## **MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN

### **EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT**

Baniatangi, Bhubaneswar 752060,

Odisha, India

AND

### **SNYD INNOVATIONS PRIVATE LIMITED**

2267, Jaydev Vihar, Bhubaneswar, 751013

Odisha, India

FOR

### **SETTING UP CAREER LAB AND CAREER EXCELLENCE CELL**





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61AA 831471

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5<sup>th</sup> DAY of April, Two Thousand and Twenty Three by and between


EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT, Bhubaneswar, Odisha, India, THE FIRST PARTY, herein referred as "Institution" represented by its Principal, Dr. Suwendu Prasad Sahu.

AND

SNYD INNOVATIONS PRIVATE LIMITED, Bhubaneswar, Odisha, India, THE SECOND PARTY, herein referred as "Mentroz" represented by its Chief Executive Officer, Mr. Manas R Mohanty.

### PURPOSE OF MOU

In particular, this MOU is intended to set up a career lab and virtual career excellence cell by Mentroz at the Institution to assist its students to choose the right career using scientific methodologies and pursuing the same by exposure and expert mentorship to build a successful career.

  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Kt.urda

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Authorised Signatory

2023

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 channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The co-operation between **Mentroz** and **Institution** will facilitate effective utilization of the intellectual capabilities of **Mentroz** providing significant inputs to them in developing suitable assessment/ training systems, keeping in mind the needs of the **Institution**.

**Clause 2**

**SCOPE OF THE MOU**

- 2.1 Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge in terms achieving career excellence. **Mentroz**
- a) Will set up a virtual career lab for **Institution** to carryout complete career development programs for the students by enabling the students choosing right career and by mentoring them to succeed on the same.
  - b) Will conduct regular programs and seminars for the students of the **Institution** to give them continuous exposure towards new careers, entrances, scholarships, events, etc.
  - c) Also may conduct sessions on grooming, communication, skill development, and industry connect, etc. to prepare the students industry ready.
  - d) Prior schedule for these sessions has to be prepared by both parties on mutually agreed timings (preferably every month first week).



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Bhubaneswar, Khurda

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**Authorised Signatory**




- e) Will offer free counseling to the students and their parents on behalf of the **Institution** as and when required.
- f) Will give valuable inputs to **Institution** in teaching/ training methodology so that the students fit into the industrial scenario meaningfully
- g) Will optionally support the **Institution** in terms of placement assistance by connecting with partnering ventures.
- h) The exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- i) May introduce paid programs for the students to choose careers through scientific assessment, career planning and tracking, advanced mentoring, etc. and may deal with desirer students directly.
- j) May register the students in its website and mobile app for any required assessments and exposure to help them choosing the right career and to pursue the same.

## 2.2 The **Institute**

- a) May provided a dedicated hall to set up the career lab and internet facilities if possible to **Mentroz** for the smooth implementation.
- b) Will have to provide access to auditorium or any such infra available inside the campus along with the public address system as and when mutually agreed to conduct the above mentioned seminars.

## 2.3 Fees

- a) The career lab set up by **Mentroz** will be complementary for the **Institution** for the first year. However **Mentroz** may charge applicable fees from the 2<sup>nd</sup> year onwards. If mutually agreed, both can renew the MOU.
- b) May introduce paid programs for the students to choose careers through scientific assessment, career planning and tracking, advanced mentoring, etc. and may deal with desirer students directly.

  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

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Authorised Signatory

### Clause 3

#### INTELLECTUAL PROPERTY RIGHTS

- 3.1 Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding. All rights, title and interests in and to the material used by First Party in the provision of the Services of this Agreement shall exclusively belong to First Party or its licensors ["Mentroz Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the Mentroz Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to First Party or its licensors and Second Party shall not be entitled to claim any rights therein.
- 3.2 All rights, title and interests in data of First Party shall always remain with them, First Party agrees that Second Party shall have the right to list First Party name in its marketing material and use their logo with respect to such listing and for reference purposes related to the said program.

### Clause 4

#### CONFIDENTIALITY

- 4.1 During the term of this MOU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is
- Previously known to the receiving party at the time of disclosure, or
  - Independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other,
  - Disclosed to the receiving party by a third party without an obligation of confidentiality or
  - In or subsequently comes into the public domain [other than as a result of a breach of this MOU);
  - Required to be disclosed by the receiving party by law, regulation, court order or other legal process.
- 4.2 The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth



in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents. Upon the disclosing party's written request at any time, or following the completion or termination of this MOU, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof.

#### Clause 5

#### VALIDITY

- 5.1 This MOU shall be valid from the Effective Date and shall remain in force for 1 (one) year from the Effective date, unless terminated earlier by either Party as provided herein below.
- 5.2 Either party may terminate this MOU by giving thirty [30] days' notice to the other party, On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.
- 5.3 All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

#### Clause 6

#### GOVERNING LAW/ARBITRATION/VENUE

- 6.1 The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act,1996 (as amended from time to time), The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties.
- 6.2 The venue of Arbitration shall be Bhubaneswar, Odisha. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bhubaneswar, for any action or proceeding regarding this MOU.



Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

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Authorized Signatory

**Clause 7**

**NON SOLICITATION**

7.1 During the term of this MOU and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit solicit or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MOU,

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above



**Principal**  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

**EINSTEIN ACADEMY OF  
TECHNOLOGY AND MANAGEMENT**

By: Dr. Suwendu Prasad Sahu

Title: Principal

POC – Mr. Sumit Kumar Choudhary

Contact - +91 79787 86881

Mail - sumitchoudhary@eatm.in



**SNYD INNOVATIONS PVT. LTD.**  
Authorized Signatory

**SNYD INNOVATIONS PRIVATE  
LIMITED**

By: Mr. Manas Ranjan Mohanty

Title: Chief Executive Officer

POC – Mr. Manas Mohanty

Contact - +91 84314 37903

Mail – manas@mentroz.com

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "MOU") is entered into on 12/08/2022 And shall be Effective from 12/08/2022 (the "Effective Date"),

### **BY AND BETWEEN:**

**Sorting Hat Technologies Private Limited**, a private company incorporated under the provisions of the Companies Act, 2013 bearing CIN U72200KA2015PTC082063 and having its registered office at Maruti Infotech Centre, 3rd Floor, A-Block, Domlur, Koramangala Inner Ring Road, Bangalore- 560 071, Karnataka, India (hereinafter referred to as "**Company**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **FIRST PART;**

### **AND**

**Einstein Academy of Technology and Management** with its campus **at Baniatangi, Bajpur(P.O), Khurda - Dist, Bhubaneswar-752060, Odisha 752060** here in after referred to as "**College**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **SECOND PART;**

The Company and the College shall thereafter, as the context may require, individually be referred to as a "**Party**" and collectively be referred to as the "**Parties**".

### **THE PARTIES TO THIS MOU HEREBY AGREE AS FOLLOWS:**

#### **1. SCOPE**

- 1.1. The College is an educational institution recognized under law, providing education to students for various disciplines.
- 1.2. The Company owns and operates a technology platform which provides among other services, test Preparation and online learning called [www.unacademy.com](http://www.unacademy.com) or the Unacademy App ("**Platform**").
- 1.3. The College in desirous of engaging with the Company for various collaborative activities ("**Activities and/or Activity**") as given in this MOU; The Company may
  - 1.3.1. conduct Webinars to create awareness about career opportunities in the subject or field that the students at the College are interested in;
  - 1.3.2. Conduct technical workshops, advance technologies workshops and campus placement workshops.
- 1.4. The details of the Activities shall be mutually decided between the Parties and confirmed via email ("**Email**") or by a separate agreement or contract as required.
- 1.5. The College shall provide the contact details of the students, with the required consents, who need to be enrolled in the webinars and workshops to the Company, or who are meritorious.



- 1.6. The Parties agree, in the event the Parties decide to confirm details of the Activities via Email, such Email shall be a valid and binding on both Parties, along with corresponding terms and condition for each Activity.
- 1.7. The Parties agree that this MOU is being entered purely for collaborative purposes without any expectation of any monetary compensation.
- 1.8. In the event the College recognizes any students who are meritorious, upon mutual agreement between the Parties, the Company shall offer special discounts for those individuals. It is hereby clarified that the discounts can be availed directly by those students who purchase a subscription on the Platform and the Company shall not collect or process any payments to the College at any point of time. The discounted subscriptions will be provided by the Company subject to the College sharing the requested details of the individuals with the Company. The Company may even share a unique code that the student may have to input at the time of availing the subscription in order to avail the special discounts. The details and terms and conditions for any Activity involving such discounted subscription shall be shared via Email or a separate agreement or contract.

## 2. TERM

This MOU shall commence on the Effective Date and shall continue until 11/08/2023 (“Term”).

## 3. TERMINATION

- 3.1 Either Party shall have the right to terminate this MOU by providing 30 (Thirty) day’s written notice in the event that any Party materially breaches its obligations under this MOU:
  - a. in a manner that is irremediable; or
  - b. fails to remedy a remediable breach within 30 days after being put on notice of such breach by the non-breaching Party; or
  - c. undergoes a “bankruptcy event”, as such term is conventionally understood or for convenience.
- 3.2 Upon termination of this MOU and thereafter, neither Party shall provide to any beneficiary or third party or the public at large, the impression that the association between the Parties is continuing or allow such impression to be created.
- 3.3 Notwithstanding the termination of this MOU, the terms contained in Clause 4 below, in relation to confidentiality and non-disclosure, shall survive for a period of 2 (Two) years from the date of termination of this MOU.

## 4. CONFIDENTIALITY AND NON-DISCLOSURE

- 4.1 Each Party hereby acknowledges that, based on the Party’s past or current relationship with the other Party such Party has had access to, or may have access to and become acquainted with the Confidential Information (*as defined below*) of the other Party. Each Party hereby covenants and agrees that it shall not, in any fashion, form or manner, unless previously and specifically consented to in writing by the other Party, either directly or indirectly use, divulge, transmit or otherwise disclose or cause to be used, divulged, transmitted or otherwise disclosed to any person, firm, partnership, corporation or other entity now existing or hereafter created, in any manner whatsoever (other than to its directors, officers, employees and advisors and other than as required by law), any of the disclosing Party’s Confidential Information of any kind, nature or description. Each Party hereby further acknowledges and agrees that the sale or unauthorized use, transmission or other disclosure of any of the disclosing Party’s Confidential Information which is in their possession constitutes unfair competition and the receiving Party covenants and agrees that it shall not engage in any unfair competition with the disclosing Party. The foregoing provisions shall not be construed to prevent the receiving Party from making use of or

Disclosing information that is in the public domain through no fault of receiving Party; provided, however, specific information shall not be deemed to be in the public domain merely because it is encompassed by some general information that is published or in the public domain. The foregoing provisions shall also not be construed as preventing Company from reasonable and bona fide efforts to promote the Company using Personality's Services.

- 4.2 "**Confidential Information**" shall mean (a) this MOU and any information which is disclosed by any Party to the other Party pursuant to, or in connection with this MOU (whether orally or in writing and whether or not such information is expressly stated to be confidential); (b) any dispute or claim arising out of or in connection with this MOU or the resolution of such claim or dispute; (c) any information or materials prepared by or for the Parties or its representatives that contain or otherwise reflect, or are generated from the Confidential Information; (d) in case of the Company, any trade secrets, information, ideas, concepts, processes, techniques, or any other Intellectual Property, any information or data relating to the affairs of any Party including any project, work in progress, reports, statistics, summaries, records, future business, revenue projections, operational or financial plans, financing or personnel matters, information relating to present or future works, views, subscribers, clients, customers, employees, key persons engaged by the Company. Confidential Information shall not include any information in the public domain, provided, however, specific information shall not be deemed to be in the public domain merely because it is encompassed by some general information that is published or in the public domain.

## **5 REPRESENTATIONS AND WARRANTIES**

- 5.1 Each Party hereby represents and warrants to the other Party that it has the legal capability to grant the rights under this MOU and to satisfy its obligations and responsibilities hereunder.
- 5.2 Other than as specifically provided herein, each Party warrants that it shall not represent to any third Party that it is acting on behalf of the other Party and in no case shall such Party create or allow the creation of the impression that the other Party has any direct or indirect relationship with or liability to the beneficiaries of such other third party.
- 5.3 Each Party (Indemnifying Party) agrees that it shall, at its own expense, indemnify, defend and hold harmless the other Party and the other Party's officers, directors, employees, representatives, agents, respective directors, insurers and assign from and against any and all third liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys' fees and expenses) and any other direct loss that may occur, in whole or in part, to, reimbursement or deliberate negligence or breach of any representations or warranties by the Indemnifying Party, in the performance of the Indemnifying Party's mutual obligations under this MOU.
- 5.4 To the extent permitted by applicable law, in no event shall either Party be liable for any special, indirect, consequential, exemplary or incidental damages, however caused to the other Party, arising out of or relating to this MOU.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party. The Parties undertake that neither of them shall claim any right, title and interest in the intellectual property rights of the other Party.
- 6.2 During the Term, each Party grants the other Party a limited, non-exclusive, royalty-free right under this MOU to use its name and logo for the purposes of public relations and promoting the association between the Parties under this MOU, including without limitation, promoting over social media platforms, promotional material as approved by the other Party in writing and all related collateral.



Each Party shall obtain the other Party's approval before using the other Party's name and logo in public relations, promotional and related communications as provided herein, it being agreed by the other Party that such approval shall not be unreasonably withheld or delayed. Further, it is clarified and agreed among the Parties that any such approval granted shall sustain during the Term for repeated use of such approving Party's name and logo in similar public relations, promotional and related communications for purposes of the Programme defined herein.

- 6.3 The Parties agree that subject to the licenses granted hereinabove, any intellectual property rights created by either Party in the course of giving effect to this MOU shall be owned by the Party that creates the same.


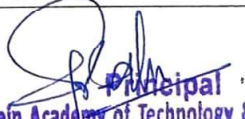
## 7. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

This MOU shall be governed by and construed in accordance with the laws of the Republic of India. Any dispute under this MOU shall be resolved by arbitration by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996, in Bengaluru, India. The courts of Bengaluru, India shall have jurisdiction over this MOU.

## 8. MISCELLANEOUS

This MOU constitutes the entire agreement between the Parties with respect to the Agreement and supersedes all prior written agreements and understandings, both written and oral, between the Parties with respect to the Agreement. This MOU shall be binding in all respects and shall govern the relationship between the Parties. This MOU shall be binding upon executors, successors in interest and permitted assigns of the respective Parties. Any provision of the MOU may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. Either Party may not, assign, in whole or in part, the benefits or obligations of the MOU to any other person without the prior written consent of the other Party. The MOU may be executed in counterparts, each of which when executed shall constitute an original, but both of which when taken together shall constitute one and the same agreement. Nothing contained in this MOU shall be construed as creating any agency, legal representative, partnership, association of persons or other form of joint enterprise between the Parties. Neither Party shall have authority to contract for or bind the other in any manner whatsoever.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this MOU as of the date and year first written above.

Signature		 Principal Einstein Academy of Technology & Management Bhubaneswar, Khurda
Name	Tony Mathew	Dr. Suwendu Prasad Sahu
Title	Authorized Signatory	Principal
	For, <b>Company</b>	For, <b>College</b>



## Memorandum of Understanding

This Memorandum of Understanding is hereby executed on 10th May, 2022 between **Anudip Foundation for Social Welfare**, having its head office at CIMCYS TOWERS, 3<sup>RD</sup> Floor, Plot No. Y-13, Block-EP, Sector-V, Salt Lake, P.S: Bidhan Nagar (East) Kolkata- 700091, and **Einstein Academy of Technology and Management**, located at **Baniatangi, Bajpur, Khordha, Odisha 752060**.

### Background of Anudip Foundation:

Anudip Foundation for Social Welfare set up in 2007, is a Section 8 non-profit company as per Companies Act, 2013 having its head office at CIMCYS TOWERS, 3RD Floor, Plot No. Y-13, Block-EP, Sector-V, Salt Lake, P.S: Bidhan Nagar (East) Kolkata- 700091. Anudip creates livelihood opportunities for marginalized women and youth of India.

Over the past 15 years Anudip has worked with international and national agencies, corporations and community-based organizations to offer sustainable digital livelihood programs for impoverished youth residing in the rural and peri-urban areas of Andhra Pradesh, Delhi/ NCR, Jharkhand, Maharashtra, Odisha, Tamil Nadu, Telengana and West Bengal. Anudip aims at building sustainable livelihoods of such communities and enhance economic empowerment through employability programs in digital services sector.

### Program Deliverable

**Einstein Academy of Technology and Management**, located at **Baniatangi, Bajpur, Khordha, Odisha 752060** would provide students to Anudip. With this collaboration Anudip aims to impart market aligned skill and career development training program for the unemployed youth and women towards successful placement of the trained students. In case of future batches, same clauses as prescribed herein will be followed.

### These modules would be included in the course curriculum:

1 IMPACT

### Course Fees:

Enrollment fees for the above 3 courses are Rs 1000 One student is eligible for only one course in our program from the above 3. Except this there is no hidden charges for any others activities.

### Benefits from our Program:

- Placement Assistance & Support
- LMS App & Web version for Self-Learning.
- Enguru English Communication App & Web version for easy practice of English communication.
- 



## **Anudip Foundation for Social Welfare**

Cimsys Towers, 3rd Floor, Plot No. Y-13, Block EP, Sector V, Salt Lake City, Kolkata 700091

☎ 033 4062 4187 / 4060 8484 | ☎ 8145111444 | ✉ info@anudip.org | www.anudip.org

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### Beneficiaries' profile:

Minimum age for the target group is 18 years and maximum age is 30 years. Minimum educational qualification is 12<sup>th</sup> pass and each of the students must have Android phone with Internet connection.

### Training Methodology

Anudip's digital livelihoods program follows a technology-driven, methodology that has evolved based on employer and student feedback, team evaluation, and impact studies conducted externally and internally, Anudip team continuously tries to align with changing job markets, digital trends, and the state of the training technology worldwide.

### Training Location:

Training will be conducted by trainers of Anudip Foundation through Online.

### Student Exit Profile:

After successful certification, Anudip's graduates who are job-ready will get the placement assistance as Back Office Executive, Data Entry Operator, Customer Care Executive and Retail Executive, Sales etc. The Job will be based in any part of the country depending on employer's specifications.


The second party has to submit all the claims within the project period and no claims will be accepted after end of the project.

### Termination:

Either party may terminate this Memorandum of Understanding by giving 30 days' prior notice. This MOU is effective till March of this Financial Year.


**For Anudip Foundation**

**For Einstein Academy of  
Technology and Management**

  
Tanmay Mukherjee  
Sahu.



AVP - Operations

  
Dr. Suwendu Prasad Sahu.  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

**Anudip Foundation for Social Welfare**

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### These modules would be included in the course curriculum:

- 1 AWS
- 2 JAVA
- 3 DOT NET

### Course Fees:

Enrollment fees for the above 3 courses are Rs 1500 One student is eligible for only one course in our program from the above 3. Except this there is no hidden charges for any others activities.

### Benefits from our Program:

- Placement Assistance & Support
- LMS App & Web version for Self-Learning.
- Enguru English Communication App & Web version for easy practice of English communication.



**Anudip Foundation for Social Welfare**

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**Training Methodology**

Anudip's digital livelihoods program follows a technology-driven, methodology that has evolved based on employer and student feedback, team evaluation, and impact studies conducted externally and internally. Anudip team continuously tries to align with changing job markets, digital trends, and the state of the training technology worldwide.

**Training Location:**

Training will be conducted by trainers of Anudip Foundation through Online.

**Student Exit Profile:**


After successful certification, Anudip's graduates who are job-ready will get the placement assistance as Back Office Executive, Data Entry Operator, Customer Care Executive and Retail Executive, Sales etc. The Job will be based in any part of the country depending on employer's specifications.

The second party has to submit all the claims within the project period and no claims will be accepted after end of the project.

**Termination:**


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**For Anudip Foundation**

  
**Tanmay Mukherjee**  
AVP - Operations



**For Einstein Academy of  
Technology and Management**

  
**Dr. Suvendu Prasad Sahu**  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

**Anudip Foundation for Social Welfare**

Cimsys Towers, 3rd Floor, Plot No. Y-13, Block EP, Sector V, Salt Lake City, Kolkata 700091

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## MEMORANDUM OF UNDERSTANDING (MoU)

(To promote quality and enhance education to all the stakeholders)

BETWEEN



EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT  
(UNDER THE AEGIS OF UDAYANATH EDUCATIONAL AND CHARITABLE TRUST),  
AT: BANIATANGI, PO: BAJPUR, KHORDHA, BHUBANESWAR-752060, ODISHA

&



मिड्स जैव प्रौद्योगिकी संस्थान  
MITS SCHOOL OF BIOTECHNOLOGY

MITS SCHOOL OF BIOTECHNOLOGY

(UNDER THE GOVERNANCE OF BASANTDEVI CHARITABLE TRUST),

2(P), INFOCITY, PATIA, CHANDAKA INDUSTRIAL ESTATE, BHUBANESWAR-751024, ODISHA.

This Memorandum of understanding is entered on 2<sup>nd</sup> January 2023 between Einstein Academy of Technology and Management (EATM), Baniatangi, Bajpur, (Under the aegis of Udayanath Educational and Charitable Trust) having its office at Bhubaneswar, Odisha, India. Herein after referred to as the "First Party".

And

MITS School of Biotechnology (Under the governance of Basantdevi Charitable Trust) 2(P), Infocity, Patia, Chandaka Industrial Estate, Bhubaneswar-751024 Herein after referred to as the "Second Party".

Page:1/3



### i) Background:

- 1) Einstein Academy of Technology and Management, established in 2009, under the aegis of Udayanath Educational and Charitable Trust, Khordha, Odisha with the vision to grow into an ideal technical institution by imparting affordable, job oriented, progressive and self-reliant education to all sections of the society, keeping abreast of the advancements in science and technology along with promotion of research activities to enable every individual to be successful in this technically competitive era.
- 2) The MITS School of Biotechnology (MSB), established in 2003, under the governance of Basantdevi Charitable Trust, Bhubaneswar, aspires to become a world-class hub, influencing technical expertise and research in life sciences, IT and management. MSB envisions itself as a beacon of excellence in biotechnology and IT education, training, research and ongoing professional development for a diverse student population in Odisha region.

### ii) Objective: Both the Parties mutually agree on:

1. To promote and enhance academic, socio-cultural interest between both the institutes.
2. To provide advice for implementation of quality of co-curricular activities between both the institutes.
3. To cooperate research and continuing education activities between parties.
4. To give guidance for quality improvement, leading to accreditation by Organisation for Quality assessment..
5. To foster a professional environment in support of projects related to science and IT, engage senior faculty or experts.

### iii) Scope of Collaboration:

1. Focus on continuous enhancement activities to improve the quality of teaching staff.
2. Impart academic interaction with special lectures on topics of relevance to modern industry.
3. Provide necessary help in organizing sports, cultural and co-curricular and personality development programs for enhancement of skills in respect of students, teachers and staff.

### iv) Terms & Conditions:

1. The cost of development of infrastructure at both parties should be borne by themselves.
2. Both parties agreed to collaborate in identifying and inviting students from each institution to partake in activities aimed at fostering comprehensive youth development.
3. This MOU may be amended, removed and terminated by mutual written agreement of the parties at any time.





# मिटस जैव प्रौद्योगिकी संस्थान MITS SCHOOL OF BIOTECHNOLOGY






Confidentiality:

Both the parties agreed to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of MOU and will not disclose the same to any third party without written consent of the other party.

## vi) Tenure and Termination:

This MOU will take effect from the date it is signed by representatives of the two institutions. The validity of the agreement is one year from the date of the agreement. Either institution may terminate the MOU by giving written notice to the other institution 30 days in advance. However, First party and Second party will ensure that all activities in progress are allowed to be completed successfully.

This MOU is signed subject to approval of the respective academic/administrative bodies.  
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS MOU AS OF THE DAY  
AND YEAR FIRST ABOVE WRITTEN:

For Einstein Academy of Technology and Management, Khordha	For MITS School of Biotechnology, Bhubaneswar
 Prof. (Dr.) Srivendu Prasad Sahu Designation: Principal Date: 02.01.2023	 Prof. (Dr.) G.K. Panda Designation: Director Date: 02.01.2023
	Seal: 
Witnessed by:	Witnessed by:
 Prof Sarfat Rout Designation: Dean(MBA) Date: 02.01.2023	 Dr. Tapaswini Nayak Designation: Associate Professor Date: 02.01.2023

Page:3/3



## MEMORANDUM OF UNDERSTANDING



**Date: 10<sup>th</sup> October 2022**

PYTHONSOFT LLP Bhubaneswar and Einstein Academy of Technology and Management (**EATM**), Khurda, AICTE approved and Affiliated to BPUT would like to collaborate in view of common interest in the field of Industry Relations and Technical and Professional Education and in further development in teaching, research and training in professional skills and hence, herewith, come to an agreement and Memorandum of Understanding.

**This MoU comes to effect dated 10<sup>th</sup> October 2022** and the document, further shall address both the parties as PYTHONSOFT and EATM.

**This Mou, whatsoever, shall have no financial bearing of any Nature.**

### **MOU, Industry Interaction, Professional Education and Joint Initiatives**

The aforesaid objectives can only be achieved well by bridging the gap between industry and the academic institutions. Better interaction between professional and technical institutions and industry fraternity is the need of the hour. This will have great bearing on the professional and technical curriculum, exposure of such students to industrial atmosphere.

Industries and institutes have been collaborating for over a century, but the rise of a global knowledge economy has intensified the need for strategic partnerships. The



Institutes are imparting the basic knowledge and skill, but the industry-academia interaction and conglomerate will enable to undertake research by staff and students relevant to the industry.

The industry-academia interaction should be designed to run for longer period for preparing the manpower of world class standards in the field of science, technology, finance, human resources, information technology by inculcating the various specified skills required by the industry thereby contributing to the economic and social development of the society at large.

**PYTHONSOFT LLP** is a Limited Liability Partnership firm incorporated on 10 February 2021. It is registered at Registrar of Companies. **PYTHONSOFT** is a leading software training institute in BHUBNESWAR (INDIA) with an aim to provide quality training to the students.

**PYTHONSOFT mission** is conducting various Career Oriented programs such as workshops, seminars, Professional Training programs, campus connect programs etc. since last 8 years in at different places of Odisha .and has the credit of having trained more than 30000 B. Tech, MCA, Diploma students from across the country over the years..

In this endeavour PYTHONSOFT intends and wishes to include the professional technical educational institutes along to build new India's Super and skilled brain power,

**Aims and objectives of PYTHONSOFT's Memorandum of Understanding with EATM:**

**EATM OBLIGATIONS:**

- To conduct seminars, talks, workshops, industrial visits, laboratory set-ups etc and to collaborate in designing courses highlighting the affirmative between industry and professional training.



- To provide certificate courses in Industrial Experiences and Exposures for Professional Trainees.
- Developing new patterns of course involving interdisciplinary research as per Industry requirements.
- Facilitating Student Internship.
- Agreed on sharing of Facilities such as Conference Halls, auditorium.

#### **OBLIGATION OF PYTHONSOFT:**

- Practical training of students at the Software companies & certificates.
- Capacity Building and Human Resource Development.
- Provide reasonable project to research and innovation cell within the premises of EATM at Bhubaneswar.
- Professionals from software companies to be visiting faculty in EATM.

#### **Other terms and conditions of PYTHONSOFT's Memorandum of Understanding with EATM:**


- **Validity of Agreement:** The Memorandum shall remain in force for a period of 3 (Three) years commencing from the effective date. Both PYTHONSOFT and EATM may extend the term by written agreement signed by both after review.
- **Termination of Agreement:** Either party, PYTHONSOFT or EATM, may terminate the MoU by giving written notice of 3 (three) months in advance to the other party. Once terminated, neither PYTHONSOFT nor EATM will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, PYTHONSOFT and EATM will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.



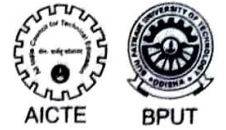


- **Amendments/Modifications to the MoU:** This MoU may be amended or modified by a written agreement signed jointly by the representatives of both PYTHONSOFT and EATM.

**This MOU signed on 10-10-2022**

  
**PRINCIPAL**  
**Einstein Academy of**  
**Technology and**  
**Management (EATM)**  
Principal  
Academy of Technology & Management  
Bhubaneswar, Khurda

  
*Purna Chandra Pradhan*  
**Authorized Signatory**  
**PYTHONSOFT**



**MOU for Skill Development and Training under Career Hub by Masai School**

THIS COLLABORATION AGREEMENT (“**Agreement**”) is made and executed on this 4<sup>th</sup> day of May, 2022 (“**Execution Date**”) by and between:

**Nolan Edutech Private Limited**, (CIN U80210KA2019PTC122972) a company incorporated under the Companies Act, 1956/2013 having its registered office at 351, 3<sup>rd</sup> and 4<sup>th</sup> Floor, Salarpuria Tower 1 Hosur Road, Near Forum Mall, Koramangala, Bengaluru 560095 (hereinafter referred to as the “**Company**” which expression shall include its representatives, successors and permitted assigns), of the First Part;

And

**Einstein Academy of Technology and Management, Baniatangi, Khordha (EATM)** an engineering institute, approved by AICTE, New Delhi and Affiliated to Biju Patnaik University of Technology, Govt. of Odisha (hereinafter referred to as the “**Institute**” which expression shall include its representatives, successors and permitted assigns), of the First Part;

The Company and the Institute are hereinafter individually referred to as “**Party**” and are collectively referred to as “**Parties**”.

**WHEREAS:**

- A. Company is engaged in the business providing training students in relation to providing internship and placement support by software development by offering various courses.
- B. Institute is offering courses in Engineering and Management, approved by AICTE, New Delhi and BPUT, Govt. of Odisha.
- C. Company is desirous to provide counseling to the students and shall be conducting several student engagement activities such as seminars, training, mass counseling and other activities, as mentioned in Clause 1 herein below.
- D. The Company and the Institute intend to work collaboratively to establish a Centre of Excellence (“**COE**”) for the development of the students of the Institute on the terms and conditions set out in this Agreement.

*Institutional Alliance:*  
IAS-ANZ



insert academic alliance

Technophilia

RCA USA



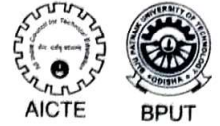
Principal

10/05/22

Empowering Talents...

www.eatm.in





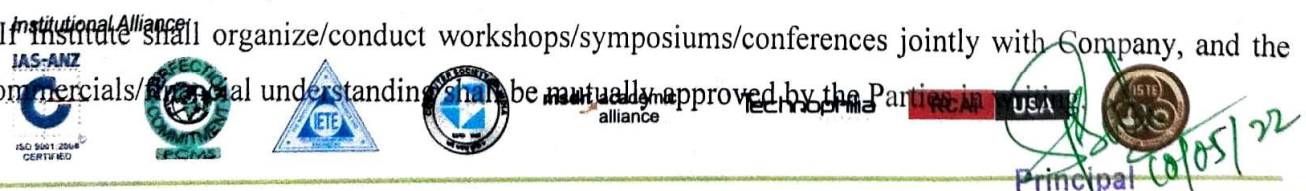
Empowering Talents...

**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER:**

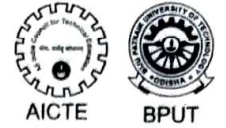
**1. ENGAGEMENT**

- 1.1. The Company has expressed interest to establish COE in the Institute premises to offer certified free skill development programmes for enhancing internship and placement opportunities and to promote industry-academia partnership by engaging in extensive consultancy services with the Institute. Company shall engage in up skilling and development for societal benefits and uplift the students of the Institute. Further, the Company shall strategically align with the Institute's vision and promote the brand of The Company and conduct other activities in the Institute premises.
- 1.2. In lieu of conducting the activities, the Company hereby seeks support from the Institute to promote and market the brand of the Company in the premises during the Term of this Agreement and to render certain services as mentioned in Schedule 1 herein below.
- 1.3. During the Term of the Agreement, the Company's COE shall provide various skill development courses across different disciplines to the students of the Institute.
- 1.4. The duration of such courses shall be mutually agreed by the Parties in writing.
- 1.5. The Company shall provide a 20%-40% discount to the students/faculty of the Institute on the regular fees of such paid courses depending upon the demand in the Institute.
- 1.6. The Company shall provide a student/faculty who enrolled himself/herself in the courses provided by COE unlimited access to the lab's usage time during the course period. The timing of the courses shall be subject to the availability of COE.
- 1.7. The Company's COE shall provide free NSDC certification to the students/faculty who enrolled complete themselves in the courses provided by COE.
- 1.8. The Company shall assist students to obtain internships and the students/faculty shall be enrolled by the Company as per its discretion.
- 1.9. During the Term, the Company's COE shall organize/conduct workshops/symposiums/conferences etc. and any participants from the Institute shall be provided 25% discount on the registration fees for the workshops/symposiums/conferences.

1.10. If Institute shall organize/conduct workshops/symposiums/conferences jointly with Company, and the commercials/financial understanding shall be mutually approved by the Parties in writing.







Empowering Talents...

- 1.11. The Institute shall assist and support marketing and branding activities in the premises of the Institute.
- 1.12. In the event, if the Parties require to conduct, organize any other specific activities, apart from the activities mentioned under this Agreement then it shall be mutually agreed between the Parties in writing.
- 1.13. Institute shall provide the Company rooms, tables, chairs, power supply etc as mentioned in the Schedule 2 dedicated AC Room/ space minimum 300+ square feet.
- 1.14. Institute shall provide tables to put Laptop and office chairs, as required by the Company.
- 1.15. The Company shall be allowed to enter the COE from 9 AM – 6 PM all days including but not limited to Saturday and Sunday if Company deems fit.
- 1.16. The Institute shall provide basic infrastructure of uninterrupted power supply, high speed internet and ample lighting in the COE.

## 2. CONSIDERATION

- 2.1. In lieu of the collaboration, Company shall pay to the Institute a sum of money as mentioned in Schedule 2 herein below (“**Consideration**”) plus applicable taxes.
- 2.2. The Consideration payable under this Agreement is subject to applicable tax deductions.
- 2.3. The Parties hereby agree that payment of the Consideration, and any other amount payable by the Company hereunder shall be made directly to the Institute’s account, as applicable, by cheque/ demand draft/ RTGS/electronic transfer in the account of the Institute.
- 2.4. The Institute has paid and shall continue to pay all taxes (including the municipal taxes) related to the premises as may be assessed due to ownership of the premises from time to time during the Term.

## 3. REPRESENTATIONS AND WARRANTIES

- 3.1. The Institute shall be entitled to hold and enjoy the premises during the said Term without any interruption by the Institute or any other person whatsoever.
- 3.2. The Company shall have unlimited access to the COE seven (7) days of a week, for the conduct of its business.
- 3.3. During the Term, the Institute shall pay the property tax and any other municipal taxes in respect of the premises along with any other charges. Further, it is clarified between the Parties that the electricity charges shall be paid by the Institute on actual.
- 3.4. The Institute hereby warrants and represents that the Institute is the absolute owners of the premises and is fully entitled to execute this Agreement.



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 Bhubaneswar, Khurda

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- 3.5. The Institute further represents that all necessary permission/sanctions/ approvals from the concerned authorities have been obtained for the premises, for the lease of the same and that the construction of the premises is in accordance with all applicable laws, rules and regulations.
- 3.6. The Institute covenants with the Company that from time to time during the Term, at the request of the Company, repair any damage to any structural construction of the building is located for ensuring that the premises is always functional.
- 3.7. The Institute agrees and confirms that the Company is entitled to fix a name-board indicating the name, address and business of the Company in the Institute's premises.
- 3.8. The Institute undertakes that the Company shall retain all the right, title and interest in the assets stored in the Institute's premises.

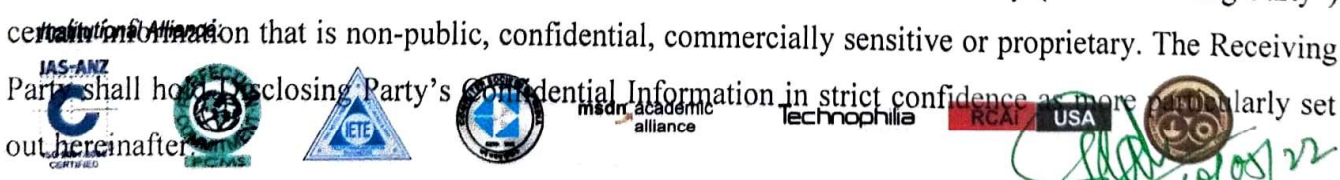
#### 4. TERM AND TERMINATION

- 4.1. This Agreement shall commence from the Execution Date of the Agreement for a period of three (3) years ("Term"), unless terminated by either Party as per the provision of this Agreement. The Term of the Agreement can be extended on terms and conditions mutually acceptable to both the Parties in writing.
- 4.2. Either Party may terminate this Agreement by serving 120 (one hundred and twenty) days, with assigning reasons to the other Party in writing.
- 4.3. Notwithstanding to the contrary the Institute shall not be entitled to terminate this Agreement for a period of three (3) years from the Execution Date ("**Lock-in-Period**").
- 4.4. Termination of this Agreement shall be without prejudice to any rights and liabilities of the Parties accrued prior to the date of termination.
- 4.5. Upon termination, Institute will transfer and/or assign to Company:
  - a) All Confidential Information in Institute's possession or control belonging to Company.
  - b) Institute shall cease to use the Company's logo, name in any manner whatsoever.

#### 5. INTELLECTUAL PROPERTY RIGHTS

#### 6. CONFIDENTIALITY

- 6.1. Either Party may disclose (the "Disclosing Party") or deliver to the other Party (the "Receiving Party") confidential information that is non-public, confidential, commercially sensitive or proprietary. The Receiving Party shall hold Disclosing Party's Confidential Information in strict confidence as more particularly set out hereinafter.



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6.2. For purposes of this Agreement, "Confidential Information" shall mean and include all information and materials including this Agreement, in any form or medium, being disclosed or observed including proprietary business practice information (including media plans and media rates), media strategies, trade secrets, financial information, business records, strategies of either Party or any other information exchanged between the Parties, whether so classified or not. Both Parties agree that if a Party breaches any of its obligations of confidentiality, the other Party may be irreparably harmed and in addition to all other remedies which such Party may have, it may be entitled to seek immediate injunctive reliefs to enforce an obligation under this Agreement. Confidential Information will not include information which:

- a) is or becomes a part of the public domain through no act or omission of the Receiving Party;
- b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;
- c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;
- d) is independently developed by the Receiving Party; or
- e) is required to be disclosed by applicable law.

6.3. Each Party agrees that during the Term of this Agreement it will: (i) only disclose Confidential Information to its employees, officers, directors, agents and contractors (collectively "Representatives") on a need to know basis, provided, the Receiving Party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party (iii) not use Confidential Information for its own benefit or that of any third party.

**7. INDEMNITY**

7.1. Either Party shall indemnify and hold the other Party, its directors, employees, affiliates, and group companies harmless from and against direct and actual loss, liability, damage, expenses (including attorney fees) or other consequences which may arise or result from the breach of Party's obligations under this Agreement.

7.2. Without prejudice to any other rights or remedies that any Party may have at law or in equity, the Parties acknowledge and agree that damages alone may not be an adequate remedy for any breach of the provisions of this Agreement. The Parties acknowledge that, with proof of actual damages, injunctive relief, specific performance or other equitable relief in favor of the non-defaulting Party shall be an appropriate and necessary remedy for breach of the terms of this Agreement.



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Principal 10/09/22

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# EINSTEIN ACADEMY OF TECHNOLOGY & MANAGEMENT

(Managed by Udayanath Educational & Charitable Trust, Bhubaneswar)

Approved by AICTE, Govt. of India, New Delhi & Affiliated to BPUT, Govt. of Odisha

An ISO 9001:2008 Certified Degree Engineering College



AICTE

BPUT

7.3. Neither Party shall be liable for any indirect/consequential losses under this Agreement, including but not limited to loss of profit, loss of business, loss of data any other consequential losses.

7.4. Either Party's total liability under or in connection with this Agreement, whether in tort or contract (including for breach of warranty, negligence and strict liability in tort), will be limited to the actual direct damages incurred but will not exceed the amounts actually paid to the Institute by Company immediately preceding the relevant Parties formal written notice of the claim for liability hereunder.

## 8. RIGHTS IN DATA

The Institute hereby agrees and acknowledges that all rights, title and interest in and to any data and materials furnished to the Institute by the Company are and shall remain the property of the Company and shall be returned to the Company on the termination of this Agreement. The Institute shall not use any trademark, logo of the Company without the prior consent of the Company.

## 9. RELATIONSHIP BETWEEN THE PARTIES

This Agreement shall not be deemed to constitute a partnership or joint venture or supplier agreement between the Parties. It is confirmed that the Parties are independent entities engaged in the conduct of their own businesses and that this Agreement is being entered into on a principal-to-principal basis.

## 10. NOTICES

Any notice shall be deemed given on the day of mailing or, if notice is by email, then on the day when the email is received by the Party to whom the notice is addressed.

### To Company

Attn: Growth Head

Email: shikhar.mohan@masaischool.com

Address: SJR Primus, Koramangala 7, Bengaluru - 560095, India

### To Institute

Attn: Principal

Institutional Alliance:

IAS-ANZ Email: principal@eatm.in



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USA

of

Address: Baniatangi, PO: Bapatpur, Dist: Khordha, BHUBANESWAR-752060, Odisha, India

*[Handwritten Signature]*  
10/05/22  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Odisha, India

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## 11. GOVERNING LAW

11.1. This Agreement shall be construed in accordance with the applicable laws of India and the courts at Bangalore shall have exclusive jurisdiction.

## 12. NON-SOLICITATION AND NON-COMPETE

12.1. The Institute hereby covenants and agrees that, during the term of this Agreement and for a period of 1 (one) year following the termination or expiration of this Agreement, Institute shall not, directly or indirectly, solicit for employment, or otherwise encourage the departure of any employee, customer, client, consultant, agent, contractor or officer working with the Company.

12.2. The Institute shall not, carry on or engage in, directly or indirectly, whether for profit or otherwise, in any business or render any services which competes, either directly or indirectly, with the whole or any part of the business of the Company during the term of this Agreement and for a period of 5 (five) years following the termination / expiry of this Agreement.

## 13. COMPLETE AGREEMENT

This Agreement, together with recitals, annexes, documents referred to in it, contains the entire agreement between the Parties relating to the transactions contemplated by this Agreement. No amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by both the Parties and executed by the person/s expressly authorized by a resolution of the Parties in this behalf.

## 14. COSTS AND EXPENSES

Unless otherwise expressly provided in this Agreement, all taxes, duties, levies, charges applicable to Consideration in this Agreement and incidental to the services provided hereunder shall be borne by the Institute.

## 15. FURTHER ASSURANCES

Each Party hereby covenant to the other Party that it shall do all such acts, deeds and things as may be necessary or reasonably requested by the other Party to give full effect to the intent, purpose and arrangements contemplated by this Agreement in accordance with the spirit of and in the manner contemplated in this Agreement.



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 Bhubaneswar, Khurda





**16. ASSIGNMENT**

The Institute shall not be entitled to assign this Agreement to any third party. However, Company shall at its sole discretion, shall have the right to assign its right/obligation under this Agreement.

**17. MISCELLANEOUS**

- 17.1. This Agreement shall not be altered, modified or supplemented except by a written agreement/ document signed by both Parties to this Agreement.
- 17.2. The Parties shall be entitled to specific performance of the terms of this Agreement and obligations assumed and undertaken by the other Party.
- 17.3. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the successors, permitted assigns, executors and administrators of the Parties hereto.
- 17.4. If any part of this Agreement is held by any court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on the Parties hereto at the relevant time as a severable part hereof with nothing to affect the rest of this Agreement.
- 17.5. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of this right or any other right.
- 17.6. Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first hereinabove written.

<p><b>SIGNED AND DELIVERED</b>  <b>For Nolan Edutech Private Limited</b></p>	<p><b>SIGNED AND DELIVERED BY</b>  <b>For Einstein Academy of Technology and Management</b></p>
<p>Institutional Alliance:          Name: Mr. Prateek Shukla          Designation: CEO</p>	<p>          Name: Prof. (Dr.) Suwendy Prasad Sahu          Designation: Principal          Einstein Academy of Technology &amp; Management          Bhubaneswar, Khurda</p>
   	 

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## Schedule 1

### Services

1. Access to free upskilling courses based on Software Development, Finance & Consulting, Aptitude & Puzzles, Guesstimate, Data Analytics and more.
2. Appointment of Full Time Resource for hassle free functioning of Center of Excellence.
3. Conducting free Industry based talks from experienced working professionals, HR sessions and industry based upskilling exposure.
4. Weekend based boot camp session with top performers of the courses and the students of the institution.

## Schedule 2

### Requirements from Institute

1. Institute shall provide a dedicated AC Room/ space minimum 300 square feet.
2. Institute shall provide tables to put Laptop and office chairs, as required by the Company.
3. The COE shall be allowed to be open from 9 AM – 6 PM all days including but not limited to Saturday and Sunday if Company deems fit.
4. The Institute shall provide basic infrastructure of power supply, high speed internet and ample lighting in the COE.

#### Institutional Alliance:



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*[Signature]*  
10/09/22  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Odisha



# Memorandum of Understanding

Between



**Innovative and Scientific House for Advanced Mobility Solutions  
(ISHAMS)  
Bhubaneswar, Odisha**

And



**Einstein Academy of Technology and Management (EATM)  
Bhubaneswar, Odisha**



*Principal*  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

This agreement is entered on <sup>21st</sup> February 2022.  
Between

**Innovative and Scientific House for Advanced Mobility Solutions** (here in after called as “**ISHAMS**”), presently at K1/422, Kalinga Nagar, Ghatikia, Bhubaneswar—751003, Odisha, which is a research and product development organization focused in the advanced mobility space and also offer products ranging from Electric Vehicles to Drones.

**ISHAMS** is committed to impart skills for employment in industries, to encourage Innovation and entrepreneurship on various projects involving Industry 4.0 related areas like Robotics, Electric Vehicles and Drone technologies among students who are pursuing professional, technical and vocational courses. **ISHAMS** has completed many such projects in the past to its credit and presently working on many other innovative products and projects. **ISHAMS** is also the promoter of drone manufacturing company **SWAVIMAAN PRIVATE LIMITED** a Start up incubated in **STPI -EP**, Bhubaneswar.

And

**Einstein Academy of Technology and Management (EATM), Baniatangi, Khordha** is established by the Founder Chairman, in the year 2009, under the Udayanath Educational and Charitable Trust, Nayapali, Bhubaneswar. It is duly approved by AICTE - New Delhi, affiliated to Biju Patnaik University of Technology (BPUT), Rourkela, Odisha, accredited by NAAC with B++ grade in 2018 and two of its UG Programmes such as Computer Science and Engineering (CSE) and Mechanical Engineering (ME) are accredited by NBA in 2022.

The institute offers various courses such as B.Tech, M. Tech, MBA and Diploma in engineering (2nd shift). The institute has an in-campus boys’ hostel and one girls’ hostel to accommodate more than 800 students. The institute has made systematic strides and carved a niche for itself in the field of imparting professional education not only in Odisha but also in entire eastern India by providing all the state-of-the-art facilities with laboratories and the very best academics by imparting technical and management education with highly acclaimed academic delivery.

The institute has collaborated with reputed institutes and organizations to enrich the teaching and learning quality continuously. The Research and Development Cell of the institute facilitates the research activities carried out by the faculty members and students. The IQAC Cell also ensures of maintaining the quality in every sphere. The Training & Placement (T&P) Cell of the institute works relentlessly for the overall improvement of communication and soft skills of the students to make them industry ready. The Center of Excellence (CoE) Cell of the institute provides the opportunity to its students to have various certification courses to improve their technical skill level in diversified areas.



Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda



## Background

Scientific research is the creation of new knowledge, creating in turn the expanded capabilities that enable the development of novel technologies, skilled jobs and new processes or products. Scientific advances and technological change are important drivers of recent economic performance. Advances in research are driving technological changes faster and simultaneously interaction with respective user industries to produce and spread innovations which will have high economic, social and environmental values.

**ISHAMS** shall be an integrated R&D Centre for Electric vehicle and Drone Technology. It has the vision to create "One Stop Solution" with scientific capabilities in wide spectrum areas of Automotive, Aeronautics, Electric and Solar Vehicles, Marine applications, Robotics, machine condition monitoring, FEA, NVH and composite materials, and New Products Prototyping. It has created state of the art facilities of instruments and equipment to carry out world class research engaging high quality researchers to provide the technological package starting from development of the process/product till the commissioning of the project for the industries. The Institute is capable to transfer the technology and give door-step solution on the concept of "Lab to Land". Founder has Career spanning Twenty Two (22) years in Teaching, Consulting, Skill training and Placements, New Product Design & Prototyping and Research in Mechanical Engineering and Automobile Engineering. Also founder has Twelve (12) years of hand on experience in building ATVs, Formula One Cars, Electric and Solar Cars, Motorized and Solar boats. Presently, involve in many innovative project works in area of Automotive, Aeronautics, Electric and Solar Vehicles, Marine applications, Robotics, Machine condition monitoring, FEA, NVH and composite materials and New Products Prototyping.

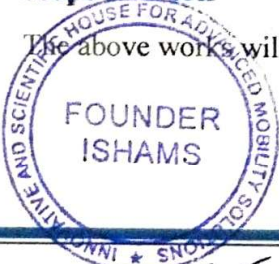
## Purpose

The main purpose is to carry out R&D work jointly with **EATM** in collaboration mode to provide the following objectives of **ISHAMS**;

- ❖ **ISHAMS** will impart skill training on payment basis in mutually agreed upon payment terms as prescribed by institute rules and guidelines to trainees time to time. Besides, it will guide and provide technological inputs to the students for certain products and projects in its specialized fields.
- ❖ **ISHAMS** will help the students in their products and projects aimed at entrepreneurship.
- ❖ **EATM** will provide workshop and technical support to **ISHAMS** including component development at its laboratories for prototypes development and technology commercialization efforts.
- ❖ **EATM** will make the outputs available to **ISHAMS** for commercialization.
- ❖ **ISHAMS** and **EATM** will be the joint beneficiaries of all the outputs.
- ❖ **ISHAMS** and **EATM** reserves the right to amend the above mentioned terms and conditions.

## Scope of Work

The above work will be carried out in collaborative mode by both institutes;





- (a) Research scholars from **ISHAMS** with requisite qualification will enroll for their Master. program in the **degree providing institute**. The guide and co-guide will be there from both institutes.
- (b) Students from **EATM** can carry out their research work, project and internship based on the theme of R&D area of **ISHAMS**. The guide and co-guide will be there from both institutes.

### General Terms and Conditions

It is now therefore mutually understood and agreed by and between the above parties that: -

1. There is no financial exchange between the two MoU parties. However, the budget involved in any joint project / consultancy will be 60/40 ratio between PI & Co-PI respectively.
2. Any intellectual property as per IPR Act., arising out of the joint intellectual input under the collaborative R&D work will be held by both the parties i.e., **ISHAMS** and **EATM** and filing of such IP right and maintenance cost of which shall also be borne by both parties concerned.
3. The utilization, transfer, licensing and sale of the joint intellectual property or knowledge-base to third party shall not be done without the consent of both the parties and sharing of its benefits shall be done equally, if not covered by any other mutual agreement otherwise.
4. Both **ISHAMS** and **EATM** shall maintain strict confidentiality and prevent disclosure of all information and data exchanged/ generated pertaining to the R&D work.
5. Both shall consult each other for any publication of technical data in respect of the works carried out jointly. These publications shall be in the names of research workers, from **ISHAMS** and **EATM**.
6. This collaborative agreement will be valid for a period of 5 (five) years from the date of signing by both the parties and can be renewable after end of its tenure.
7. The following will be coordinators for all the collaborative works to be undertaken and any notice correspondence shall/must be served to below mentioned address respectively:

**For Innovative and Scientific House for  
Advanced Mobility  
Solutions(ISHAMS), Bhubaneswar**

*[Signature]*  
**Dr. Isham Panigrahi, Founder & MD,  
ISHAMS, Bhubaneswar**

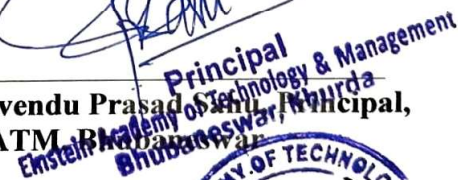


**WITNESSES**

*[Signature]*  
**ER Deba Ranjan Mohanty**  
*[Signature]*  
**Debmohanty**

**For Einstein Academy of Technology and  
Management(EATM) ,  
Bhubaneswar**

*[Signature]*  
**Prof.(Dr.) Suvendu Prasad Panda, Principal,  
EATM, Bhubaneswar**



**WITNESSES**

*[Signature]*  
**Dr. Bijaya Kumar Mohapatra**





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48AA 401527

This Memorandum of Understanding (MOU) for collaborative research, educational training and project activities is entered into this 10<sup>th</sup> May 2021 by and between Einstein Academy of Technology & Management (EATM), Bhubaneswar, Odisha, India (hereinafter called the First Party) and Mechem Pvt. Ltd. (Mechem), Bhubaneswar, Odisha, India (hereinafter called the Second Party).

### General Principles and Objectives

1. The prime objectives of this agreement between both the Parties is to establish a mutually beneficial association built for research, academic quality enrichment, training and joint collaborative projects for the benefit of technology in particular and society in general through exchange of resources, resource persons and related laboratory & workshop facilities for the aforesaid objectives.
2. Both the Parties agree to provide opportunities and synergic assistance as appropriate for the following activities towards initiating, conducting & completing the objectives of this MOU.

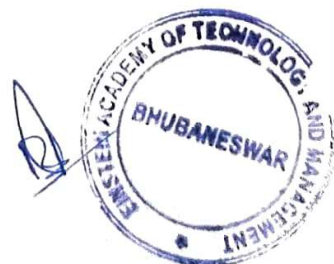




- a) The research, training, educational projects shall be planned and prepared by the nominated experts from both the Institutions.
- b) The joint programs / projects thus formulated shall have to be acceptable to both the Parties.
- c) The joint programs / projects shall be submitted by the First Party on behalf of both the Parties to the sponsoring agencies which are identified and agreed upon by both the Parties.
- d) Each Party shall retain respective autonomy and control over the manner in which the commitments and obligations are met for the Collaborative ventures.
- e) The financial grants / aid provided by the sponsoring Organization for any project shall be received by the First Party on behalf of both the Parties. The amount so received shall be spent under the approval of the Project In-charge (PI) of respective Parties according to the planned activities formulated by both the Parties.
- f) The First Party shall apply to the Sponsoring Agencies for securing the projects and maintain the required documents/records/books of accounts/expenditure details/bills etc. and carry out all the required including commercial & financial formalities.

#### **Other Terms & Conditions**

1. The credit for research publications and Patents (if any) of the joint projects shall be shared by Parties, the research scholars and the guides as per the joint decision of Heads of both the Institutions.
2. No Clause of agreement of this MOU shall be amended or modified except by a joint written and signed Order of the Heads of both the Institutions (First and Second Parties). Such amendments shall be identified through continuous serial no. with date of respective Amendments.
3. This MOU shall be binding upon and inure to the benefit of both the Institutions including their successors and assignors.
4. The MOU shall be valid for a period of **3 (Three) years** from the date of its signing by both Parties and shall be extended thereafter with or without any amendment for further periods as per mutual agreement.
5. In case, one of the two Parties desires to withdraw from MOU during the pendency of the agreement, the concerned Party shall give at least 6 (six) months written & signed notice of its intention to do so to the Head of the other Party. However, the MOU cannot be terminated unless the ongoing projects / programs are completed in all respects including financial and commercial commitments.





6. All notices and other business communications between EATM and Mechem shall be in writing, sent by certified mail and addressed to the Heads of respective institutions.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For EATM  
Authority



For Mechem Pvt. Ltd.  
Authority



Witness

1 *[Signature]*

2 *[Signature]*

Date 10.05.2021

Date 10.05.2021



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48AA 401530

**Non-Binding Memorandum of Understanding**

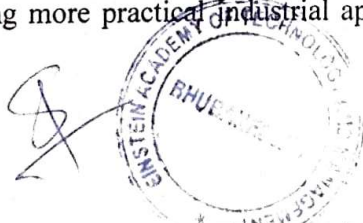
This non-binding memorandum of understanding is made and entered into on the 10<sup>th</sup> January 2021 between **Einstein Academy of Technology and Management (EATM)** (hereinafter referred to as EATM) hereinafter called Party of the First Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **CAD DIGEST** (hereinafter referred to as CAD DIGEST) hereinafter called the Party of the Second Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

**Whereas**

**Einstein Academy of Technology and Management (EATM)** is an Udayanath Educational and Charitable Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of Indian society. EATM engaged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.

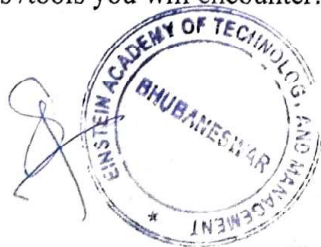
**And Whereas**

At CAD DIGEST, our aim is to sharpen present young Mechanical/Civil Engineers skill set by emphasizing more practical industrial application based real-world projects applications





so that they can be the one who contributes in innovation and challenge conventional trend by contributing with cutting-edge skills rather than theoretical approach. We don't believe in only experience but believe in analytical ability which can transform the decision made by our young Mechanical/Civil engineers so that they can turn around the project by applying the advanced tools taught by us and contribute to the industry & get placed at very high starting salary before completion of graduation. Hence, our unique approach enhances optimization of Training process outside the company (the company where students will get placed) which is regularly conducted, semester wise at the college campus, so that the skilled manpower (fresher so called students) can contribute from 1st hr. of operation and company saves huge amount of training investment & no compromise on quality skills of their working engineers. We help companies and college so that quality placement and quality manpower is guaranteed. We have a team of more than 10+ top IITians & Industry consultant which enables us to transfer our 25+ year's domain knowledge i.e. the present industrial cutting edge approach/tools as we closely work as consultant for Tier1/2 companies. We offer training programs that are certified by industry and delivered by well-qualified trainers who are consultants. We analyze student's interest, performance, map their skills and recommend the best possible companies where they can contribute and work which enforces and keep their passion live. We strongly believe to consult our future engineers from 3rd semester onwards till 8th semester so that they can focus what to do next and their priority and discover their passion through our enjoyable approach which can be best referred as kindergarten. So our tagline best describes our transforming aim & vision i.e. fills the gap between education & industry. Our intention of improving quality skills to civil engineering graduates about the latest trends in civil engineering industry and to bridge the gap between industries actual requirement and what our university offers. By keeping industries actual requirement we have designed specific courses/ workshops in Die Design, Plastic Mold, BIW, FEA, Civil-Bridge/Roads/Water resources/Structure domains that would equip young Indian students with the skills and knowledge related to various domains of civil engineering. Our courses /workshops are designed by keeping industry present need & to expose students to multidisciplinary cutting edge optimization tools/skills applied at the industry. We deal with the most complex domain i.e. Finite Element Analysis, BIW, Progressive Die Design, structural engineering and we promise to deliver in a fun and interesting way which students love to apply and enjoy the process. Stay tuned to below questions & I assure you will get answer through us!!!! Do you think that presently all technical universities adequately prepare Mechanical/civil graduates for career success? What skills do you wish Mechanical/civil graduates came to work armed with? What is the hardest skill to teach a new Mechanical/civil graduate? You can advance your career in the direction you want, at the pace you want. The amount of effort you put into improving your skills will determine the rate at which you advance. CAD DIGEST will support you every step of the way with training, a flexible schedule at your choice, and advancement opportunities. The Career Program is flexible in order to meet your needs and the new markets, new methods, and new technologies /tools you will encounter... giving you the freedom to pursue your career goals.



**WHEREAS, both EATM and CAD DIGEST, now**

- Providing opportunities for student groups to undertake problem solving projects in the areas of content development and software solutions.
- Training students, faculty and teaching staff in new technologies and process.
- Collaborating in joint educational and extension programs

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on technical education in the world of learning and preparing students for the future and, hereby, to be counted amongst the best of educational and research institutes globally and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both EATM and CAD DIGEST hereby acknowledge, EATM and CAD DIGEST hereby agree to sign a non-binding memorandum of understanding (MOU).

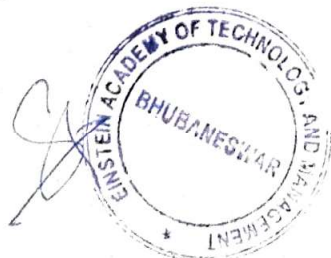
**ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between EATM and CAD DIGEST for enhancing, within the country, the availability of highly qualified manpower in the areas of Computer Engineering, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in EATM and CAD DIGEST without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to EATM and CAD DIGEST. The areas of cooperation can be extended through mutual consent.

**ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both EATM and CAD DIGEST shall encourage interactions between the Engineers, Scientists, Research Fellows, Faculty Members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of EATM students at CAD DIGEST;
- d) CAD DIGEST may request to design and teach a Course or Courses or Short-Term Training which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises. This will give exposure on the latest trends in applications of the concerned areas.





- e) CAD DIGEST may seek assistance/guidance of EATM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- f) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- g) CAD DIGEST may avail library, Internet, computational facilities at EATM.
- h) A student may be encouraged to take up the project such that CAD DIGEST desirably benefits from its outcomes.
- i) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- j) Both EATM and CAD DIGEST will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- k) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) EATM and CAD DIGEST shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- b) EATM and CAD DIGEST shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programmed between EATM and CAD DIGEST shall be coordinated by a Coordination Committee appointed by Directors of both the Institutes.
- b) Project Schedule will be decided by EATM and CAD DIGEST mutually.
- c) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.



#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of **3 year** from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programmed under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of CAD DIGEST and EATM.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software / design / product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both EATM and CAD DIGEST will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both EATM and CAD DIGEST shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both EATM and CAD DIGEST shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) Is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;





- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khorda.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

#### ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both EATM and CAD DIGEST shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.



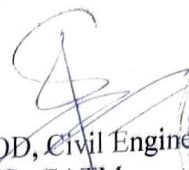
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



Witness

1. Soumen Pattnaik
2. Rabindra Sefhi

Date 10.01.2021



HOD, Civil Engineering  
EATM  
Bhubaneswar



Witness

1. Jagannath Mishra
2. Abhinash Parikony

Date 10.01.2021





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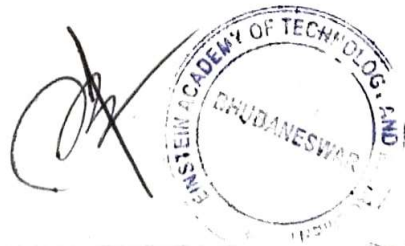
48AA 401524

Non-Binding Memorandum of Understanding

This non-binding memorandum of understanding is made and entered into on the 31<sup>st</sup> March 2021 between **Einstein Academy of Technology & Management** (hereinafter referred to as EATM) hereinafter called Party of the First Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **Kunj Alloys Pvt. Ltd.** (hereinafter referred to as KAPL) hereinafter called the Party of the Second Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

Whereas

**Einstein Academy of Technology & Management (EATM)** is a Udayanath Educational & Charitable Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of Indian society. EATM engaged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.





## And Whereas

**Kunj Alloys Pvt. Ltd** is engaged Mining of iron ores [includes mining of hematite, magnetite, limonite, siderite or taconite etc. which are valued chiefly for iron content. Production of sintered iron ores is also included].

## WHEREAS, both EATM and KAPL, now

- Recognizing the importance of research and development in the areas in manufacturing of Power Cables, Instrumentation Cables, Thermocouple Cables, Overhead Conductors etc, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Power Cables, Instrumentation Cables, Thermocouple Cables, and Overhead Conductors etc.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on technical education in the world of learning and preparing students for the future and, hereby, to be counted amongst the best of educational and research institutes globally and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both EATM and KAPL hereby acknowledge, EATM and KAPL hereby agree to sign a non-binding memorandum of understanding (MOU).

## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between EATM and KAPL for enhancing, within the country, the availability of highly qualified manpower in the areas of Mechanical, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in EATM and KAPL without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to EATM and KAPL. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both EATM and KAPL shall encourage interactions between the Engineers, Scientists, Research Fellows, Faculty Members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;





- c) Practical training of EATM students at KAPL;
- d) KAPL may depute its personnel as visiting faculty at EATM to teach any of the regular Course or specialized topics.
- e) KAPL may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) KAPL may seek assistance/guidance of EATM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) KAPL may avail library, Internet, computational facilities at EATM.
- i) A student maybe encouraged to take up the project such that KAPL desirably benefits from its outcomes.
- j) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- k) Both EATM and KAPL will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- l) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) EATM and KAPL shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) EATM and KAPL shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) EATM and KAPL shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programmed between EATM and KAPL shall be coordinated by a Coordination Committee appointed by Directors of both the Institutes.



- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of **2 years** from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programmed under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of KAPL and EATM.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

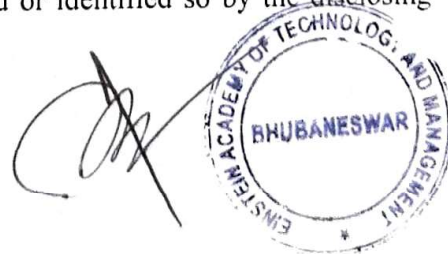
#### ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both EATM and KAPL will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both EATM and KAPL shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both EATM and KAPL shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing





party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) Is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khorda.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

#### ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both EATM and KAPL shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude

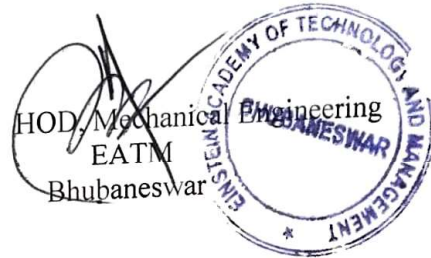


any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

  
Sr. Engineer, Electrical  
Kunj Alloys Pvt. Ltd.  
Bhubaneswar

  
HOD, Mechanical  
EATM  
Bhubaneswar

Witness

1. Dhameswar Chhotaray
2. Biswabhusan Satapathy

Date: 31/03/21

Witness

1. Biswadi Saha
2. Deekha Roy

Date: 31/03/2021



MEMORANDUM OF UNDERSTANDING BETWEEN  
GREAT LAKES E-LEARNING SERVICES PVT. LTD  
AND  
EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 16th day of December, 2020 by and between GREAT LAKES E-LEARNING SERVICES PVT. LTD, a company incorporated in India and having its corporate office at 2nd Floor, Orchid Centre, Sec-53, Golf course road, Gurgaon, India 122002 (hereafter referred to as "GREAT LEARNING") and *Einstein Academy of Technology and Management*, an educational institute set up in India and having its registered office at [At-Bajapur, PO-Baniatangi, Khordha-752060] (hereinafter referred to as "INSTITUTE").

PURPOSE

That Great Learning intends to assist universities and colleges deliver high quality and impactful online and blended learning by providing access to its Courses and the use of its proprietary end to end cloud based solution, Olympus Digital Campus (hereinafter "Platform") to create a seamless student, faculty and Administration (hereinafter "User") experience that ensures excellent learning outcomes.

That the Institute intends to utilize the Courses offered by Great Learning along with the Platform in providing an online and blended learning experience for students and faculty.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions set forth in this Agreement, Great Learning and Institute (individually, the "Party" and collectively, the "Parties") agree as follows:

I. OBLIGATIONS:

A. Great Learning will

- Provide access to Great Learning Courses to the Institute and its students. These Courses shall be provided to the Institute based on the payment terms agreed upon by both the Parties in writing.
- Provide role based access to the Platform based on the Institute's requirements and the subscribed version
- Provide the required assistance to the Institute in setting up the Courses and operations on the Platform
- Conduct trainings for the Users for on-boarding them on the Platform
- Provide the required support in the day to day operations on the Platform

B. Institute will:

- Provide the necessary details as requested by Great Learning for on-boarding the Users on the Platform
- Ensure that the Courses and Platform is used only for the purpose stipulated above
- Grant Great Learning a non-exclusive, non-transferable, and non-sublicenable license to use the Institute's trademarks solely in connection with marketing, promotion and sale of its Courses and Platform.
- Make timely payments for the services rendered under this MOU.

## II. TERM AND TERMINATION

This Agreement will be effective on the day of its signing by both Parties. It will be valid for a period of 6 (Six) months. The parties may change or modify the Term of this Agreement only by written amendment signed by the parties.

This Agreement may be terminated with or without cause by providing written notice to the other party at least thirty (30) days prior to the effective date of termination.

In the event of expiry or termination of this Agreement, the Institute shall promptly pay to Great Learning, all amounts due and payable to Great Learning under this Agreement or otherwise, for the Courses or the Platform.

## III. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Parties shall abide by the Privacy Policy and Terms of use specified on the Great Learning website and the Platform, which may be amended from time to time.

The Parties agree that it shall not acquire any ownership interest in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, "Intellectual Property") or confidential information owned by or licensed to the other Party under this Agreement. For the sake of clarity, Great Learning's Courses and the Platform are Great Learning's Intellectual Property.

## IV. INDEMNIFICATION

Each Party hereby agrees to indemnify and hold harmless the other Party against any and all liability, claims, suits, losses, costs and legal fees to the extent caused by, arising out of, or resulting from any fraud, willful misconduct, misrepresentation, infringement or misappropriation of Intellectual Property rights, breach of confidentiality and/or negligent act or omission of the Party in the performance and/or failure to perform under this agreement, including the negligent acts or omission of the Party or any direct or indirect employees or Users of the Party.



## V. ASSIGNABILITY

The respective rights and obligations of the Parties under this Agreement shall not be assignable.

## VI. MODIFICATION

This Agreement constitutes the entire understanding of the Parties with respect to the Relationship and may be modified only by a written agreement signed by each Party.

## VII. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and the Courts at New Delhi will have sole and exclusive Jurisdiction.

The undersigned have signed this Agreement on the dates respectively indicated below.

Authorized Signing Authority:


GREAT LEARNING

 16/12/20

Name: Aparna Mahesh

Title: Chief Marketing officer

EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT

 16/12/20

Name: Dr. Surendu Prasad Sahu

Title: Principal



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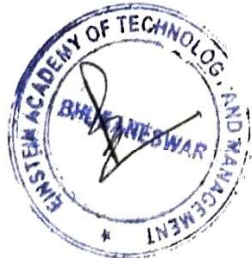
48AA 401525

**Non-Binding Memorandum of Understanding**

This non-binding memorandum of understanding is made and entered into on the Dated, 29<sup>th</sup> December 2020 between **Einstein Academy of Technology & Management (EATM)** (hereinafter referred to as EATM) hereinafter called Party of the First Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **LEARNINGWARE.IN** (hereinafter referred to as LW) hereinafter called the Party of the Second Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

**Whereas**

**Einstein Academy of Technology & Management (EATM)** is a Udayanath Educational & Charitable Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of Indian society. EATM engaged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.





## And Whereas

Learningware caters to the end-to-end teaching-learning needs of Students, Faculty and Institution Management. It is popularly known for its Holistic E-learning Solution.

## WHEREAS, both EATM and LW, now

- Providing opportunities for student groups to undertake problem solving projects in the areas of content development and software solutions.
- Training students, faculty and teaching staff in new technologies and process.
- Collaborating in joint educational and extension programs

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on technical education in the world of learning and preparing students for the future and, hereby, to be counted amongst the best of educational and research institutes globally and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both EATM and LW hereby acknowledge, EATM and LW hereby agree to sign a non-binding memorandum of understanding (MOU).

## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between EATM and LW for enhancing, within the country, the availability of highly qualified manpower in the areas of Computer Engineering, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in EATM and LW without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to EATM and LW. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both EATM and LW shall encourage interactions between the Engineers, Scientists, Research Fellows, Faculty Members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of EATM students at LW;
- d) LW may request to design and teach a Course or Courses or Short-Term Training which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises. This will give exposure on the latest trends in applications of the concerned areas.



- e) LW may seek assistance/guidance of EATM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- f) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- g) LW may avail library, Internet, computational facilities at EATM.
- h) A student maybe encouraged to take up the project such that LW desirably benefits from its outcomes.
- i) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- j) Both EATM and LW will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- k) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) EATM and LW shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- b) EATM and LW shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programmed between EATM and LW shall be coordinated by a Coordination Committee appointed by Directors of both the Institutes.
- b) Project Schedule will be decided by EATM and LW mutually.
- c) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of **3 years** from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programmed under the MOU.





- d) Any clause or article of the MOU may be modified or amended by mutual agreement of LW and EATM.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both EATM and LW will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both EATM and LW shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both EATM and LW shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) Is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khorda.



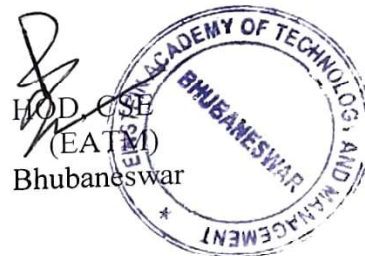
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both EATM and LW shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Training Manager  
LEARNINGWARE (LW)  
Bhubaneswar



Witness

1. Kishore chandra Bairi
2. Ranajit Ch. Behera

Date 29/12/2020

Witness

1. Manas pattenaiik
2. Rakesh Bairi

Date 29/12/2020





MEMORANDUM OF  
UNDERSTANDING



**Date: 13.09.2020**

Technosys Instruments and Equipment (TIE) Bangalore and Einstein Academy of Technology and Management (EATM), Khurda, AICTE approved and Affiliated to BPUT would like to collaborate in view of common interest in the field of Industry Relations and Technical and Professional Education and in fostering advancement in teaching, research and training in professional skills with an aim to furthering enterprise and entrepreneurship and a self-driven sustainable ecosystem with generating employable opportunities and employment and hence, herewith, come to an agreement and Memorandum of Understanding.

**This MoU comes to effect dated 13<sup>th</sup> September 2020** and the document, further shall address both the parties as TIE and EATM.

**This Mou, whatsoever, shall have no financial bearing of any Nature.**

The aforesaid objectives can only be achieved well by bridging the gap between industry and the academic institutions. Better interaction between professionals, technology and technical knowledge, technical institutions and industry fraternity is the need of the hour.

Industries and institutes have been collaborating for over a century, but the rise of a global knowledge economy has intensified the need for strategic partnerships. The Institutes are imparting the basic knowledge and skill, but the industry-

academia interaction and conglomerate will enable to undertake research by staff and students relevant to the industry.

The industry-academia interaction should be designed to run for longer period for preparing the manpower of world class standards in the field of science, technology, finance, human resources, information technology by inculcating the various specified skills required by the industry thereby contributing to the economic and social development of the society at large.

TIE has a mission to become the most preferred solution provider in the field of materials testing, our supplies and services should be the best solution for the customer. Our approach to business should be driven by the customers need and to provide value-added services to help customers to become a pioneer in their field. Expand the horizon to become Global Leader. TIE has the distributorship of the flagship companies to supply material testing equipment and measuring instruments. We provide sales and after sales service support for the entire range of our products. We have a group of factory trained engineers to provide installation, training and application support on the supplied instruments. We listen to our customers, focus on their needs and react fast to their requests. TIE is accessible, flexible, trustworthy and easy to work with.

EATM has missions in imparting quality technical and professional education through student-centric and innovative teaching learning processes. Emphasizing, supporting and supplementing the scientific temperament of associates for the development of research activities. Providing financial and moral support to needy segments of the society in technical studies. Adapting and inculcating a strong set of ethical values among the budding technocrats.





**Aims and objectives of TIE's Memorandum of Understanding with EATM:**

**EATM OBLIGATION:**

- To conduct seminars, talks, workshops, industrial visits, laboratory set-up etc and to collaborate in designing courses highlighting the affirmative between industry and professional training.
- Collaborative Industrial Relationships and Professional Training programmes to show case Odisha's advancement of Industrial Workshops.
- To provide certificate courses in Industrial Experiences and Exposures for Professional Trainees.
- Developing new patterns of course involving interdisciplinary research as per Industry requirements.
- Facilitating Student Internship/sandwich programs.
- Agreed on sharing of facilities such as conference halls, auditorium etc.
- Access to library and other supporting facilities by students / scholars/ faculties and industry experts.
- To foster and set up centre of excellences and/or incubation with TIE so as to boost the innovation and start-up activities of the state.

**OBLIGATION OF TIE :-**

- Short term assignment of institutions' faculty members in industries.
- Professionals from industry to be visiting faculty in professional academic and training institutions.
- Practical training and hand-holding of students at the industries and experience certificates.
- To provide internships, summer trainings and job opportunities
- Help Organize education fairs, Industry and factory site visits, exhibitions and workshops.
- Capacity Building and Human Resource Development.



**Other terms and conditions of TIE's Memorandum of Understanding with EATM:**

- **Validity of Agreement:** The Memorandum shall remain in force for a period of 5 (five) years commencing from the effective date. Both TIE and EATM may extend the term by written agreement signed by both after review.
- **Termination of Agreement:** Either party, TIE or EATM, may terminate the MoU by giving written notice of 3 (three) months in advance to the other party. Once terminated, neither TIE nor EATM will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, TIE and EATM will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.
- **Amendments/Modifications to the MoU:** This MoU may be amended or modified by a written agreement signed jointly by the representatives of both TIE and EATM.

**This MOU signed on 13-09-2020**



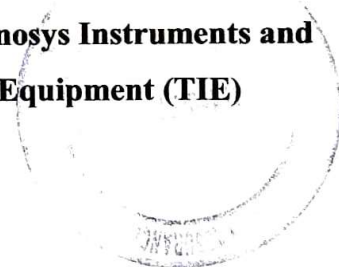
**PRINCIPAL**

**Einstein Academy of  
Technology and  
Management (EATM)**  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

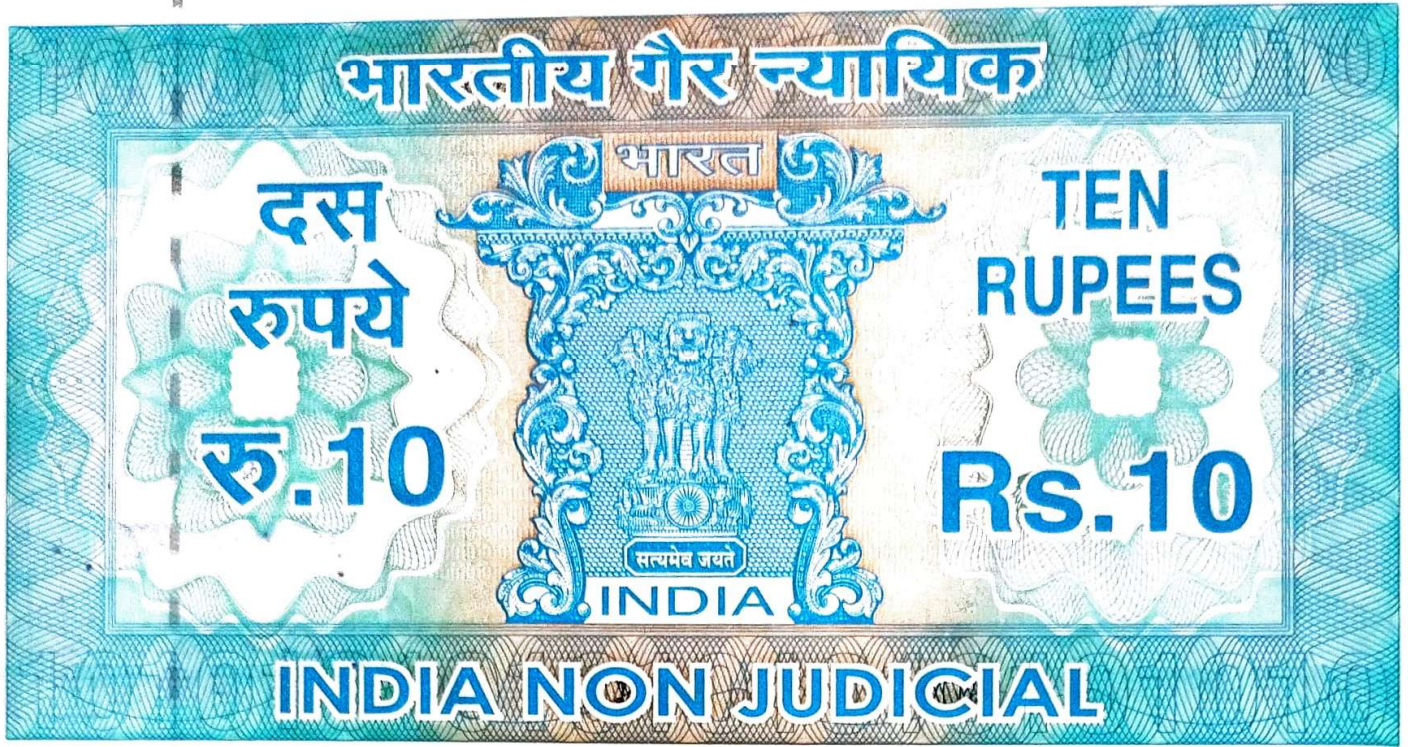


**Authorized Signatory**

**Technosys Instruments and  
Equipment (TIE)**







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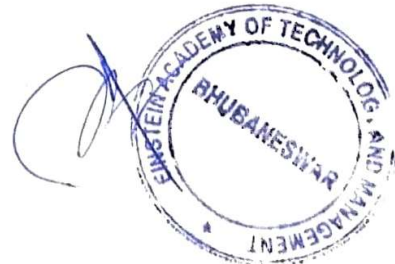
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**Non-Binding Memorandum of Understanding**

This non-binding memorandum of understanding is made and entered into on the 5<sup>th</sup> June 2020 between **Einstein Academy of Technology & Management** (hereinafter referred to as EATM) hereinafter called Party of the First Party (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **Samaleswari Ferro Alloys pvt. Ltd.** (hereinafter referred to as SFAPL) hereinafter called the Party of the Second Party (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

**Whereas**

**Einstein Academy of Technology & Management (EATM)** is a NM Lok Kalyan Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of Indian society. EATM engaged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.





**And Whereas**

**Samaleswari Ferro Alloys pvt. Ltd.** is engaged Mining of iron ores [includes mining of hematite, magnetite, limonite, siderite or taconite etc. which are valued chiefly for iron content. Production of sintered iron ores is also included].

**WHEREAS, both EATM and SFAPL, now**

- Recognizing the importance of research and development in the areas in manufacturing of Power Cables, Instrumentation Cables, Thermocouple Cables, Overhead Conductors etc, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Power Cables, Instrumentation Cables, Thermocouple Cables, and Overhead Conductors etc.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on technical education in the world of learning and preparing students for the future and, hereby, to be counted amongst the best of educational and research institutes globally and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both EATM and SFAPL hereby acknowledge, EATM and SFAPL hereby agree to sign a non-binding memorandum of understanding (MOU).

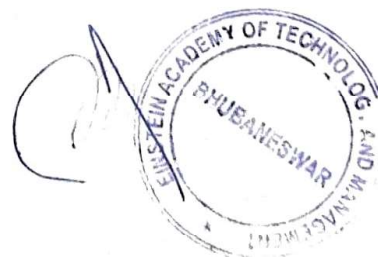
**ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between EATM and SFAPL for enhancing, within the country, the availability of highly qualified manpower in the areas of Mechanical, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in EATM and SFAPL without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to EATM and SFAPL. The areas of cooperation can be extended through mutual consent.

**ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both EATM and SFAPL shall encourage interactions between the Engineers, Scientists, Research Fellows, Faculty Members and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of EATM students at SFAPL;





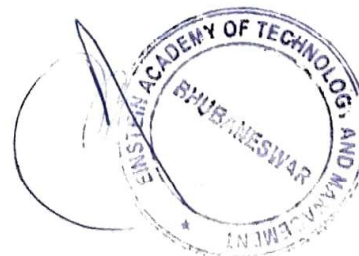
- d) SFAPL may depute its personnel as visiting faculty at EATM to teach any of the regular Course or specialized topics.
- e) SFAPL may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) SFAPL may seek assistance/guidance of EATM faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) SFAPL may avail library, Internet, computational facilities at EATM.
- i) A student maybe encouraged to take up the project such that SFAPL desirably benefits from its outcomes.
- j) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- k) Both EATM and SFAPL will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- l) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) EATM and SFAPL shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) EATM and SFAPL shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) EATM and SFAPL shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programmed between EATM and SFAPL shall be coordinated by a Coordination Committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.



## ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of **3 years** from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programmed under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of SFAPL and EATM.

## ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

## ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both EATM and SFAPL will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both EATM and SFAPL shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both EATM and SFAPL shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;





- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

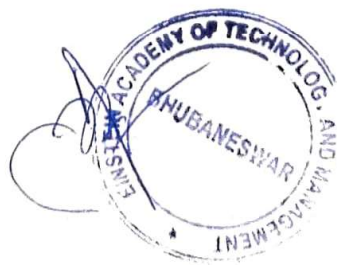
Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khorda.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

#### ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both EATM and SFAPL shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.



d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



HOD, Mechanical Engineering  
EATM  
Bhubaneswar



Witness

1. Sangam Panda
2. Biswajit Nayak

Date 5/06/2020.

Witness

1. M D Jewel Khan
2. Bikyet

Date 5/06/2021





MEMORANDUM  
OF  
UNDERSTANDING



*Date: 7<sup>th</sup> October 2019*

MBK Project Solution and Einstein Academy of Technology and Management (EATM), Khurda, AICTE approved and Affiliated to BPUT would like to collaborate in view of common interest in the field of Industry Relations and Technical and Professional Education and in fostering advancement in teaching, research and training in professional skills with an aim to furthering enterprise and entrepreneurship and a self-driven sustainable ecosystem with generating employable opportunities and employment and hence, herewith, come to an agreement and Memorandum of Understanding.

**This MoU comes to effect dated 7<sup>th</sup> October 2019** and the document, further shall address both the parties as MBK Project Solution and EATM.

**This Mou, whatsoever, shall have no financial bearing of any Nature.**

The aforesaid objectives can only be achieved well by bridging the gap between industry and the academic institutions. Better interaction between professionals, technology and technical knowledge, technical institutions and industry fraternity is the need of the hour.

Industries and institutes have been collaborating for over a century, but the rise of a global knowledge economy has intensified the need for strategic partnerships.

The industry-academia interaction should be designed to run for longer period for preparing the manpower of world class standards in the field of science, technology, finance, human resources, information technology by inculcating the various specified skills required by the industry thereby contributing to the economic and social development of the society at large.

MBK Project Solution has a mission to become the most preferred solution provider in the field of materials testing, our supplies and services should be the best solution for the customer. Our approach to business should be driven by the customers need and to provide value-added services to help customers to become a pioneer in their field. Expand the horizon to become Global Leader. We listen to our customers, focus on their needs and react fast to their requests. MBK Project Solution is accessible, flexible, trustworthy and easy to work with.

EATM has missions in imparting quality technical and professional education through student-centric and innovative teaching learning processes. Emphasizing, supporting and supplementing the scientific temperament of associates for the development of research activities.

**Aims and objectives of MBK Project Solution's Memorandum of Understanding with EATM:**

**EATM OBLIGATIONS:**

- To conduct seminars, talks, workshops, industrial visits, laboratory set-up and to collaborate in designing courses highlighting the affirmative between industry and professional training.
- To help in conducting Add on programmes .





- To provide certificate courses in Industrial Experiences and Exposures for Professional Trainees.
- Agreed on sharing of facilities such as conference halls, auditorium etc.
- Access to library and other supporting facilities by students / scholars/ faculties and industry experts.

**OBLIGATIONS OF MBK PROJECT SOLUTION:-**

- Short term assignment of institutions' faculty members in industries.
- Professionals from industry to be visiting faculty in professional academic and training institutions.
- Practical training and hand-holding of students at the industries and experience certificates.
- To provide internships, summer trainings and job opportunities
- Capacity Building and Human Resource Development.

**Other terms and conditions of MBK Project Solution's Memorandum of Understanding with EATM:**

- **Validity of Agreement:** The Memorandum shall remain in force for a period of 3 (Three) years commencing from the effective date. Both MBK Project Solution and EATM may extend the term by written agreement signed by both after review.
- **Termination of Agreement:** Either party, MBK Project Solution or EATM, may terminate the MoU by giving written notice of 3 (three) months in advance to the other party. Once terminated, neither MBK Project Solution nor EATM will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, MBK Project Solution and EATM will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.



- **Amendments/Modifications to the MoU:** This MoU may be amended or modified by a written agreement signed jointly by the representatives of both MBK Project Solution and EATM.

**This MOU signed on 07-10-2019**

**PRINCIPAL**  
**Einstein Academy of**  
**Technology and**  
**Management (EATM)**

**MBK Project Solution**  
**Plot No-76, Lane No-5**  
**Bapuji Nagar, Bhubaneswar**

**Authorized Signatory**  
**MBK Project Solutions**



## Memorandum of Understanding (MOU)

MOU between KernelSphere and EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT.

This Memorandum of Understanding (MOU) is entered by and between the KernelSphere Technologies Pvt. Ltd and EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT

Objectives of the MOU:

- To promote and enhance academic interest between KernelSphere and EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT
- To provide implementation of quality of education with EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT
- To encourage students to learn IT career oriented offline courses.

Purpose and Scope:

As per this agreement KernelSphere will be providing IIoT (Industrial Internet of Things) Training for EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT students. Fee for each course per student will be 6,000 INR (Indian Rupees). This is including tax.

Both partners will evaluate the effectiveness of knowledge transfer. The parties assure each other that their co-operation is based upon mutual trust and fair performance to achieve a sustainable relationship.

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

- KernelSphere agrees to provide IIoT (Industrial Internet of things) Training for all registered students of EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT
- Total of 30 IIoT Kits will be given for Free and will be donated to EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT Lab for next training uses.
- We have target of 60 students (There will be 2 students per IIoT kit) in 1st Batch.
- We will provide a payable intern to top 10 students from 150 students (After online Test).
- Student Seminar/Sensitization Talks/Branding events will be organized time to time by KernelSphere for the purpose of registration of the interested candidates.
- IIoT Lab needs to be established before the commencement of the training of 1st batch, for this EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT need to provide the space.
- For trainers, training will be provided by KernelSphere (including IIoT Projects guidance).
- Minimum TWO projects should be completed by each student under the guidance of KernelSphere trainers.
- We will also provide Cyber Security, AWS, Devops and Data Analytics course in this lab.

#201, Sree Swathi Anukar, Beside Aditya Trade Center, Ameerpet, Hyderabad-500038

Web: [www.kernelsphere.com](http://www.kernelsphere.com); e-mail: [shweta@kerneltech.com](mailto:shweta@kerneltech.com) & [shweta@kernelsphere.com](mailto:shweta@kernelsphere.com)

Ph.: +91 40 4221 8546, Mob: +91 93476 32617

  
14/03/2019  


  
14/03/19  


## Details Commercials

1. IIoT course fee, for per student will be 6,000 INR (Indian Rupees). This is including tax.
2. We will teach EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT Students (During Off Class Timing & Summer/Winter Vacations)

## Confidentiality

Both parties' staff shall keep strictly all information as confidential. Neither the KernelSphere nor EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT shall release any confidential materials to third parties.

## Amicable settlement

The parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of this MOU or the breach, termination or invalidity thereof

## Notices:

Any notice required to be given by either party under this MOU shall be given in writing, shall be deemed given when actually received by the other party and shall be conveyed via Email or courier

## Termination Policy

To terminate the MOU either of the party should be intimated before 45 days through Email communication.

After terminate the MOU from either of party, EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT is responsible for return all (40) IOT trainer kit and Smart devices to KernelSphere.

This MOU may be modified by mutual consent of authorized officials from KernelSphere and EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT The party agrees to the aforesaid terms and hereby promise to fulfill these. This MOU shall enter into force upon its signature by both parties.

## Partners signatures:

ShashiNath Chaturvedi (Training Manager, India Head)

Date:

EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT

Date:

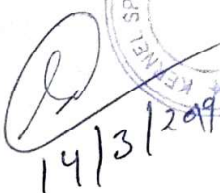
(KernelSphere Technologies Pvt. Ltd.)

Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

#201, Sree Swathi Anukar, Beside Aditya Trade Center, Ameerpet, Hyderabad-500038

Web: [www.kernelsphere.com](http://www.kernelsphere.com); e-mail: [shweta@kerneltech.com](mailto:shweta@kerneltech.com) & [shweta@kernelsphere.com](mailto:shweta@kernelsphere.com)

Ph.: +91 40 4221 8546, Mob: +91 93476 32617

  
14/3/2019





EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT

INDUSTRIAL INTERNET OF THINGS LAB (IIOT)

Sl No.	Devices	Quantity (Nos.)
1	Smart Energy Meter	1
2	Smart Temperature Sensor + RTD	1+1
3	Smart Electricity Meter	1
4	Smart Over Head Tank	1
5	Smart Agriculture Pump	1
6	Smart Security	1
7	Smart Lighting	1
8	Smart Attendance	1
9	Smart Vehicle	1
10	Bulb Socket(4)	1
11	Bulb Socket(2)	1
12	Pump +Switch	1
13	IoT Trainer Kit	30

  
14/3/2019  


  
14/03/19  


## MOU FOR PAPER MANAGEMENT

This MOU for Waste Management is entered into on 02-06-2018 by and amongst,

SHREE GANESH RECYCLING PVT. LIMITED (CIN: U21000OR2012PTC015741) having its Registered office at 131, Punjabi Colony, Satyanagar, Bhubaneswar-751007, (herein after referred as "SGR" which expression shall unless contrary to the context or meaning thereof, mean and include its successors and permitted assigns) represented by Shri Narasingha Panigrahi, Director, SGR.

**AND**

EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT (EATM) having its Registered Office/ Principal Office at Plot No: N-4/145, I.R.C. Village, Nayapalli, Bhubaneswar-751015, Odisha, India (herein after referred to as the "EATM", which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) represented by Dr. Gavenesh Prasad Sahu duly authorized -----

**WHEREAS;**

- SGR is operating a facility for the collection, transportation, channelization of recyclable paper waste through appropriate recyclers.
- SGR is also working on providing solutions for organic waste management.
- EATM & SGR have agreed to partner for the management of organic waste and channelization of recyclable waste, especially waste paper in accordance with the terms of this MOU.

NOW THIS AGREEMENT witnesses as follows;

### DEFINITIONS AND INTERPRETATION

1. Waste Paper – Will refer to the following kinds:
  - a. Old News Papers
  - b. Exam Papers
  - c. Office Records
  - d. Old Books and Magazines
  - e. Cartons
  - f. Any used Paper

### SCOPE OF THE AGREEMENT

#### Responsibility of SGR

- To help in establishing the processes for collection and channelization of all kinds of recyclable waste paper.
- To support with awareness programs on waste management.
- To pick up all waste papers compensate in agreed term.





**Responsibility of EATM:**

- To Form a Waste Management committee.
- To Organize in house activities related to waste management.
- To identify and segregate all kinds of recyclable paper waste generated in all the campuses across EATM.
- To coordinate with SGR for picking up waste paper.

**PAYMENTS**

1. SGR shall pay or supply hand made paper / paper made products for waste paper as per the mutually agreed quotation which would be negotiated for every transaction.
2. The payment shall be made within 7days of the collection of recyclable waste in the form of an electronic transfer / cheque.

**TERM AND TERMINATION**

1. This Agreement shall be in force for a period of 10 years from the date of signing of this Agreement. Upon completion of the term, the Agreement may be renewed at the option of both the Parties in writing on mutually agreed terms and conditions.
2. The Agreement may be terminated by either party by giving 3 months of prior written notice to the other Party.

**IN WITNESS WHEREOF,**

This MOU has been signed by the duly authorized representatives of each Party hereto.

For

**SHREE GANESH RECYCLING PVT. LIMITED**

Name: Narasingha Panigrahi (Director)

Designation: Director

Date: 11-04-2018



*Narasingha Panigrahi*

**EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT (EATM)**

Name: Dr. Sunanda Prasad Laha

Designation: Principal

Date: 11/04/18

*[Signature]*

Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda





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REGD. NO. OH-012000  
18/7/18

Swarnatika Sahu.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on the 18<sup>th</sup> day of July 2018

By and Between

CADDESK JAIPUR, 2nd & 3rd Floor, Pixel Tower Near Morani Motor (Volvo), Sitabari Tonk Road, Jaipur-302011(Rajasthan) India (hereinafter referred as "CADDESK, Patia, Bhubaneswar" for the sake of brevity) and represented by its Centre Head, Miss. Swarnatika Sahu (which expression shall mean and include its successors in office and assigns).

And

Einstein Academy of Technology and Management (EATM), having its CAMPUS at Baniatangi, PO: Bajpur, Dist: Khordha, Bhubaneswar-752060, Odisha, India and represented by its Principal Prof. (Dr.) Suwendu Prasad Sahu (which expression shall mean and include its successors in office and assigns), hereafter will be called as EATM

Swarnatika Sahu.  
Suwendu Prasad Sahu  
Dr. Kamlesh Chandra Rath

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Objectives of the Collaboration:

- To provide **Centre of Excellency & Employable skills** to the students of **EATM**.
- Make the student aware of the latest tools and techniques in order to keep them industry ready at the end of their course.
- Offer the course at an affordable price to the students of **EATM**.
- Increase the employability of the student and maximize on the placement opportunities available.
- To build / improve the confidence level of the student to face the challenges of real time.

This Memorandum of Understanding is to conduct a Unique, Step-by-step, Systematic, and **Employable Skills Development Program** for the students of **EATM** towards achieving the objective of maximizing the employable opportunities for students of the **EATM**.

This Memorandum of Understanding states the terms and conditions under which the Trainings shall be conducted by **CADDESK** through its **Patia Centre** in Bhubaneswar at the premises of **EATM** and lists herein the respective responsibilities of both parties.

PREAMBLE :

To get a student employable and placed in an organization; over and above the subject knowledge he / she is expected to have the following:

- Strong Fundamental Engineering Knowledge
- Engineering related Multiple Technical Skills - Develop skills that add value.
- Project Management & Operational excellence - Learn & Acquire the Skills
- Communication & other Soft Skills

While Subject Knowledge would be provided by **EATM**, **CADDESK** will equip the students with required industry specific software skills and Project Management skills.

On one hand, thousands of unemployed Engineering graduates are not finding suitable jobs, while on the other hand, Industry requires millions of young minds at all levels but are unable to find the right candidate. This is because of the skill gap that exists between the student and industry requirements. This skill gap is sought to be minimized for the students of **EATM** by facilitating them to acquire the appropriate and relevant skills at **EATM** itself through this program.

✓ *Swaranathika Sahu*  
✗ *Sarwendu Prasad Sahu*

*Dilip Kumar Mohapatra*  
*Dr. Ramachandran Rathi*

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REGD. NO. OH-01/2000

Through this collaboration, **CADDESK** through its Business Partner will prepare the students of **EATM** to be ready for the industry by the time they enter the final semester and facilitate many of them to secure dream jobs. For this the students have to be nurtured and trained in different areas from the very beginning. Keeping in mind the academic program and the progressive skill development cycle in mind, the programs are spread across their semesters.

18/7/18

**CADDESK through its Business Partner Shall Provide**

- Comprehensive **CADDESK** reference books to all enrolled students for each course as part of the course.
- To provide well qualified and efficient trainers for the course and the training program.
- The relevant all software and computer systems for training purposes.
- Periodical assessment of the progress of students for their further improvements.
- The 'Certificate of Completion' to every enrolled student who successfully completes the training program.
- The "Certificate of Completion" will carry the logos of **CADDESK**.
- The **CADDESK** Student Bag with the required stationeries.
- "Certificate of Association" from **CADDESK**.
- A "link to **EATM** website" from **CADDESK** website [www.caddekindia.com](http://www.caddekindia.com)
- Provide Permission to use **CADDESK** logo as the Skill Development Partner.
- Welcome **EATM** to use **CADDESK** strategically based on the need. In the event of any deviation from the profile of the trainers or **CADDESK** not being able to cover the syllabus in the schedule time provided by **EATM**, then proportionate deduction shall be made by **EATM**. However, all endeavors shall be made to ensure the highest quality of the course materials supplied, classes undertaken, training done etc by **CADDESK**.
- **EATM** will be allowed to show the soft-wares provided by the **CADDESK** as of its own for any inspection purposes.

✓ Swarnatika Sahu

X Swarnika Sahu

W-1 Dilip Kumar Mohapatra

W-2: Dr. Rajan Chandra Raha



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**EATM Shall Provide:**

- The required number of computer systems in the lab and other required infrastructure for the practice
- The Class rooms with LCD projector for the theory classes.
- The Schedule with the classes for this training will start in the month of July every year till the MOU is valid.
- The supports to ensure, all students who have signed up for the class, attend the training programs scheduled for them.
- Disciplinary support for the smooth conduct and timely completion of the entire course.
- Minimum 60 Hours of Training time.
- Provide all support to **CADDESK** in the marketing initiatives undertaken by **CADDESK** to enroll students in the courses offered by **CADDESK**. **EATM** will provide all infrastructural facilities for the marketing initiatives undertaken by **CADDESK**.

*Swarнатika Sahoo*  
*Suwendu Prasad Sahu*

**PARTICIPANTS:**

The participants would be the **EATM** Students of specified All branches from **CE/ME/ECE/EE/EEE/CSE**.

**COURSE CONTENTS:**

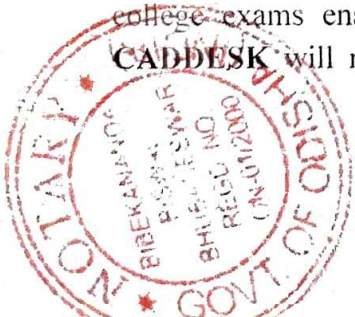
**CADDESK** and its Business Partner in consultation with **EATM** after several discussions and demonstration, mutually agreed to start the training program on the all software. The same is provided in the **Annexure – I**. These will be reviewed every year and suitable changes, if required, will be incorporated. As the requirement of each course is different, courses and fees have been worked out separately for each branch.

*Wol Dikar pun mokashi*  
*Dr. Ramachandrababu Ratha*

**TIME SCHEDULE**

**Centre of Excellency** office will remain open from 10am to 8pm. The program(s) will be conducted during timings provided by **EATM**. The students will be divided into batches, depending on the total strength. The program(s) will be conducted according to the Time Table drawn up with the mutual consent of **CADDESK** and **EATM**. Utmost care will be taken to frame the time table in such a way that it does not coincide with college exams enabling the student to complete his training ahead of the exams.

**CADDESK** will not conduct any classes during the time of exams. In case of any



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change in training schedule the same will be intimated to the Programme Coordinator of **EATM**. Similarly, if **EATM** wants a change in training schedule the same may be communicated to the Programme Coordinator of **CADDESK**. In either of the cases, a revised training schedule has to be made and the Programme Coordinators of both **CADDESK & EATM** and the respective students must be informed about the change in training schedule by means of suitable media (emails/posters/circulars/notice board displays).

**Programme Coordinator**

The Director of **EATM** shall appoint a "Programme Coordinator" from each department for the duration of the program, who shall liaise with **CADDESK** and **CADDESK's** Business Partner and make the training process learner-friendly and effective. **CADDESK** shall work in close relationship with the Programme Coordinator, who in-turn shall keep a close touch with the students. In the event of any difference of opinion between **CADDESK** and the Programme Coordinator, the matter should be referred to the Director of **EATM**, whose decision thereon shall be final and binding on both the parties.

✓ *Swarнатika Sahu*  
X *Surendra Prasad Sahu*

**COMMENCEMENT OF COURSE**

**CADDESK** will ensure that the courses will commence from **the first week of August** in every academics calendar, however exception can be made due to reasons mentioned in the Course Completion Clause or may be some other valid reasons.

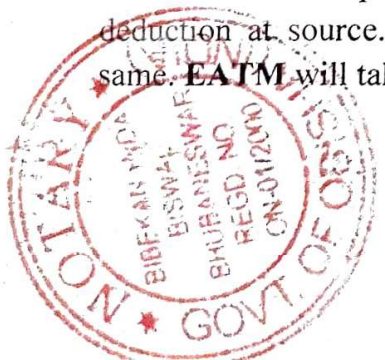
**COURSE FEES & PAYMENT PATTERN**

The course fee per student for each course offered is decided and mutually agreed upon by both the parties. The course fee and the payment pattern are available in the **Annexure – I**. The student shall pay the course fee directly to **EATM** before the start of the course.

**EATM** will make payment by Cheque or DD payable at Bhubaneswar in the name of **Ambika IT Solution, Bhubaneswar**.

**CADDESK** shall refund the course fee if courses are not provided as stated in **Annexure 1**. The Fees for **EATM** are mentioned in **Annexure 1**. In the event of any student not able to attend and is missing out the entire session of classes, the **EATM** shall not make the payment towards that student. The amount such paid is subject to tax deduction at source. **EATM** will provide tax deduction at source certificate for the same. **EATM** will take the responsibility of collecting fees from the students.

✓ *Dilip Kumar Mahanta*  
✓ *Dr. Ramesh Chandra Ratha*



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**COURSE COMPLETION:**

While **CADDESK** through its Business Partner will endeavor to complete the course as per the schedule mutually agreed upon and mentioned in **Annexure 1**. **CADDESK** will not be responsible and accountable for delay in completing the course due to reasons which are beyond the control of **CADDESK**. Reasons beyond the control of **CADDESK** and **CADDESK's** Business Partner include – acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, failure and non – availability of Computer Systems, non – availability of Classrooms), law and order problems, students unrest/strike/boycott, unscheduled changes in college curriculum and other unforeseen circumstances.

- Courses for individual software will be completed as mentioned in **ANNEXURE 1**.
- Advanced Certificate course will be completed in Seven semesters as mentioned in **ANNEXURE 1**

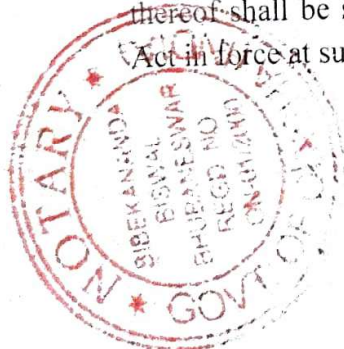
While it is mandatory for the student to have undergone the complete course as mentioned in **ANNEXURE 1** to be eligible for an **ADVANCE CERTIFICATE**, in case he/she opts out due to any reasons an appropriate certificate will be issued for only for that course completed by the student. Students will not be eligible for Certification for the courses that they have not completed.

Neither **CADDESK** nor **CADDESK's** Business Partner will issue "Certificate of Completion" to the successful student, if full payment is **not** made.

**JURISDICTION**

All matters, queries, disputes or differences, whatsoever, arising between the parties touching the construction, meaning, operation or effect of this Memorandum of Understanding or out of or relating to this Memorandum of Understanding or breach thereof shall be settled through arbitration in accordance with the relevant Arbitration Act in force at such time. The Arbitration award shall be binding on both parties.

*[Handwritten notes on right margin]*  
✓ Swarnatika Sahu.  
X Suvendu Prasad Sahu  
Dr. Dilip Kumar Mohapatra  
Dr. Ranveer Choudhary - RGH



*[Handwritten Signature]*  
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**VALIDITY**

Both **EATM** and **CADDESK** shall have the rights to terminate this **MOU** by providing **THREE** months notice in writing on their respective letter head only after a minimum period of **ONE** year. Termination of this **MOU** for whatever reason shall be without prejudice to the rights of either party and of the students and the ongoing academic programmes.

This Memorandum of Understanding will be valid for a period of **TWO** years and further renewal can be done if both the parties are agreeing with each other.

This Memorandum of Understanding shall come into effect from **JULY 2018**.

**For: EATM**

**For: CADDESK, BHUBANESWAR, PATIA**

**Name:** *Sarwendu Prasad Lahiri*  
**Designation:** *Principal*  
*Einstein Academy of Technology & Management*  
**Date:** *18/07/18*  
*Bhubaneswar, Khurda*

**Name:** *Swaratalika Sahoo*  
**Designation:** *Centre Head*  
**Date:** *18/07/2018*  
*CADDESK*  
*Bhubaneswar*

*Swaratalika Sahoo*  
*Sarwendu Prasad Lahiri*



*Mr. 1 Dilip Kumar Mohanti*  
*Mr. 2 Dr. Ranesh Chandra Acharya*

*Bibe Kananda Biswal*  
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**BIBEKANANDA BISWAL**  
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**COURSES OFFERED: ANNEXURE - I**

Sl. No.	Name Of the Course	Course Fee
<b>FOR CIVIL ENGINEERING</b>		
01	AUTOCAD	3500
02	STAAD PRO	4700
03	REVIT ARCHITECTURE	5450
04	REVIT STRUCTURE	5480
05	BUILDING ESTIMATION & COSTING	3800
06	MX-ROAD	5900
07	3DS-MAX	4700
08	CIVIL 3D	5800
09	ETABS	5800
10	LAND SURVEY	4700
11	ANSYS CIVIL	4800
12	MSP/PRIMAVERA	7220
13	3D PRINTING	4500
<b>FOR MECHANICAL ENGINEERING</b>		
01	AUTOCAD	3500
02	CREO	4800
03	CATIA	4800
04	SOLID WORK	4800
05	NX-CAD	5800
06	NX-CAM	5800
07	ANSYS WORKBENCH	4800
08	GD&T	3500
09	CNC PROGRAMMING	4200
10	FUSION 360	7800
11	REVIT MEP	4800
12	MSP/PRIMAVERA	7220
13	3D PRINTING	4500
<b>FOR ELECTRICAL ENGINEERING</b>		
01	ELECTRICAL CAD	3500
02	PLC	4800
03	MATLAB	3800
04	SCADA	3750
05	3D PRINTING	

W-1 Dileep Kumar Mohapatra ✓ Swarnalika Sahoo  
W-2 Dr. Rajendra Choudhary ✓ Dr. Rajendra Prasad Sahoo



*[Signature]*  
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**FOR COMPUTER SCIENCE ENGINEERING**

01	C PROGRAMMING	1500
02	C++ PROGRAMMING	2500
03	ORACLE	6500
04	JAVA	4500
05	JAVA	2000
06	MS-OFFICE	3800
07	PHOTOSHOP	4800
08	SOCIAL MEDIA MARKETTING ( SMM )	6500
09	PROFESSIONAL DRUPAL	3500
10	MICROSOFT ( BING )	15000
11	ADVANCED I-PHONE COURSE	6500
12	ZEND FRAMEWORK	22000
13	ADVANCED ANDROID APPLICATION	12000
14	ON PAGE & OFF PAGE SEO	8000
15	GOOGLE ADWORDS & PAY-PER- CLICK ( PPC )	4500
16	GOOGLE SKETCHUP	10000
17	SOCIAL MEDIA & SMO COURSE	7000
18	PROFESSIONAL & ADVANCED WORD-PRESS	6500
19	PHP	2500
20	3D LOGO DESIGN	10,000
21	POST GRADUATE DIPLOMA APPLICATION (PGDCA)	6000
	SPOKEN ENGLISH+GD+PD	

18/7/18

Swarnatika Sahu  
Dilip Kumar Mohapatra  
Dr. Ranjith Choudhary  
Suresh Prasad Sahu

For: EATM

For: CADDESK, BHUBANESWAR,  
PATIA

Name: *Suresh Prasad Sahu*  
Designation: *Principal*  
Date: *18/09/18*

Name: *Swarnatika Sahu*  
Designation: *Centre Head*  
Date: *18/02/2018*



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**ANNEXURE - I**

**(Sharing of Fees between CADDESK and EATM)**

1-100 students	80% CADDESK and 20% EATM
101-200 students	75% CADDESK and 25% EATM
201-300 students	70% CADDESK and 30% EATM
301 -500 students	65% CADDESK and 35% EATM
501 and above	60% CADDESK and 40% EATM

**For: EATM**  
*[Circular Stamp: BHUBANESWAR, EATM MANAGEMENT]*

**For: CADDESK, BHUBANESWAR, PATIA**

*[Circular Stamp: CADDESK, PATIA-24, BHUBANESWAR]*

Name: *Suresh Prasad Sahu*  
Designation: *Principal*  
Date: *18/7/18*  
Einstein Academy of Technology & M...  
Bhubaneswar, Khur

Name: *Swarнатika Sahu*  
Designation: *Centre Head*  
Date: *18/07/2018*  
Centre Head  
CADDESK  
Patia-24, Bhubaneswar

Identified by me  
*Kishore Ranjan Mahanta*  
*[Signature]*  
ADVOCATE  
BHUBANESWAR  
*18/7/18*  
Dilip Kumar Mahanta

*[Circular Stamp: NOTARY (MIND), BIBEKANANDA BISWAL, BHUBANESWAR, REGD NO. ON-01/2000, GOVT. OF ODISHA]*

No. 2 Dr. Ranjey chandra

*[Signature]*  
**BIBEKANANDA BISWAL**  
CITY NOTARY  
BHUBANESWAR  
REGD. NO. - ON-01/2000  
*18/7/18*

## MOU FOR E-WASTE MANAGEMENT

This MOU for Waste Management is entered into on 02-06-2018 by and amongst,

SHREE GANESH RECYCLING PVT. LIMITED (CIN: U21000OR2012PTC015741) having its Registered office at 131, Punjabi Colony, Satyanagar, Bhubaneswar-751007, (herein after referred as "SGR" which expression shall unless contrary to the context or meaning thereof, mean and include its successors and permitted assigns) represented by Shri Narasingha Panigrahi, Director, SGR.

### AND

EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT (EATM) having its Registered Office/ Principal Office at Plot No: N-4/145, I.R.C. Village, Nayapalli, Bhubaneswar-751015, Odisha, India (herein after referred to as the "EATM", which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) represented by Dr. Suvendu Prasad Sahu duly authorized -----

### WHEREAS;

- SGR is operating a facility for the collection, transportation, channelization of waste through appropriate recyclers and E-Waste through the Producer Responsibility Organization channel and the take back system of authorized producer.
- EATM & SGR have agreed to partner for the management of organic waste and channelization of E-Waste in accordance with the terms of this MOU.

NOW THIS AGREEMENT witnesses as follows;

### DEFINITIONS AND INTERPRETATION

1. E-Waste – Will refer to the following kinds:
  - a. Waste Electrical and Electronics items covered in the Schedule 1 of the E-Waste management rules 2016 notified by the Ministry of Environment forest and climate change, Government of India.

### SCOPE OF THE AGREEMENT

#### Responsibility of SGR

- To help in establishing the processes for collection and channelization of E-Waste.
- To support with awareness programs on E-waste management.
- To pick up all E-Waste and compensate in agreed term.

#### Responsibility of EATM:

- To Form a Waste Management committee.
- To Organize in house activities related to waste management.
- To identify and segregate all kinds of E-Waste generated in all the campuses across EATM.
- To coordinate with SGR for picking up E-Waste for recycling.





**PAYMENTS**

1. SGR shall pay or supply hand made paper / paper made products for E-Waste as per the mutually agreed quotation which would be negotiated for every transaction.
2. The payment shall be made within 7days of the collection of recyclable waste in the form of an electronic transfer / cheque.

**TERM AND TERMINATION**


1. This Agreement shall be in force for a period of 10 years from the date of signing of this Agreement. Upon completion of the term, the Agreement may be renewed at the option of both the Parties in writing on mutually agreed terms and conditions.
2. The Agreement may be terminated by either party by giving 3 months of prior written notice to the other Party.

**IN WITNESS WHEREOF,**

This MOU has been signed by the duly authorized representatives of each Party hereto.

For

**SHREE GANESH RECYCLING PVT. LIMITED**



Name: Narasingha Panigrahi (Director)

Designation: Director

Date: 02-06-2018



**EINSTEIN ACADEMY OF TECHNOLOGY AND MANAGEMENT (EATM)**

  
Name: Dr. Surendra Prasad Sahu.

Designation: Principal.

Date: 02/06/18

Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda





CIN Number U74999KA2015PTC008357

March 17, 2018

**To whom-so-ever it may concern**

***Subject: SGR's understanding with Karo Sambhav, a PRO***

Karo Sambhav is a tech-enabled, environmentally beneficial and socially responsible PRO that is setting up a **robust India-wide transformative solution on e-waste management**. Karo Sambhav is a PRO for leading electronics producers like Apple, Dell, HP and Lenovo. Karo Sambhav is running awareness, engagement and collection programmes for Schools, Bulk Consumers, Repair Shops, Waste Pickers and Waste Aggregators on responsible e-waste management. Karo Sambhav is also working on skilling and capacity building of waste pickers and e-waste aggregators across India.

Karo Sambhav is partnering with International Finance Corporation (IFC) (a part of the World Bank group) as a part of the India E-waste Programme to develop a legitimate and sustainable solution for implementation of the E-Waste Management Rules (2016) and the development of the sector with enhanced employment and increased investment. The IFC and EU are leading the Clean E-Bhubaneswar E-Waste management program in Bhubaneswar.

Karo Sambhav is partnering with Shree Ganesh Recycling Pvt Ltd (SGR) [CIN: U21000OR2012PTC015741], based in Bhubaneswar to enable collection and channelization of e-waste. SGR is collecting e-waste from Bhubaneswar on behalf of Karo Sambhav and shall hand-over the collected e-waste (in the categories accepted by Karo Sambhav on the day of hand-over) to Karo Sambhav for responsible recycling.

Best Regards,  
 For **KARO SAMBHAV PRIVATE LIMITED**

Pragati Sengupta

Authorized Signatory

**Founder**  
Karo Sambhav







**RLG Reverse Logistics India Pvt. Ltd.**

Corporate Office :  
Asotech Business Crestara, Upper Ground Floor, Tower 2,  
Plot No. 22, Sector-13B, Noida, Gautam Buddha Nagar (U. P.)  
Regd. Office : 94, Pocket-4, Sector 11, Dwarka, New Delhi-110075  
E-mail : info@rev-log.com  
Web : www.rev-log.com, www.rlgindia.in  
GST NO. : 09AAACR329101ZA

Date: 22<sup>nd</sup> May 2018

To Whomsoever It May Concern

**Subject: Understanding between RLG Reverse Logistics India Pvt. Ltd., (RLG) and Shree Ganesh Recycling Pvt. Ltd (SGR)**

RLG Reverse Logistics India Private Limited (RLG), manages and operates the Producer Responsibility Organization "Clean India Electronics Recycling Platform" (CIERP) to provide producers a sustainable, reliable and efficient option to comply with their extended producer obligations as prescribed in the CPCB's Implementation Guidelines for E-waste (Management) Rules, 2016.

RLG has engaged Shree Ganesh Recycling Pvt. Ltd (SGR) [CIN: U21000OR2012PTC015741] to collect and channelize e-waste (defined as used or end-of-life products predefined in the shared 'accepted e-waste' list), for and on behalf of RLG India. The services of SGR are being availed by RLG for e-waste collection and channelization as part of the e-waste management mechanism of the Clean E-Bhubaneswar Project - an E-waste Management Project being carried out in Bhubaneswar by the International Finance Corporation (IFC), a World Bank Group, and the European Union.

Upon handing over of collected e-waste from SGR to RLG, RLG takes full responsibility for its subsequent responsible recycling as per the E-waste management Rules.

Best Regards

  
Managing Director  
RLG Reverse Logistics India Private Limited (RLG)



**MEMORANDUM**  
**OF**  
**UNDERSTANDING**



**Date: 05/10/2018**

N-Technology Research Centre Pvt. Ltd Bhubaneswar and Einstein Academy of Technology and Management (EATM), Khurda, AICTE approved and Affiliated to BPUT would like to collaborate in view of common interest in the field of Industry Relations and Technical and Professional Education and in fostering advancement in teaching, research and training in professional skills with an aim to furthering enterprise and entrepreneurship and a self-driven sustainable ecosystem and hence, herewith, come to an agreement and Memorandum of Understanding.

**This MoU comes to effect dated 5<sup>th</sup> August 2018** and the document, further shall address both the parties as N-Technology Research Centre Pvt. Ltd. and EATM.

**This Mou, whatsoever, shall have no financial bearing of any Nature.**

**MOU, Industry Interaction, Professional Education and Joint Initiatives**

The aforesaid objectives can only be achieved well by bridging the gap between industry and the academic institutions. Better interaction between professional and technical institutions and industry fraternity is the need of the hour. This will have great bearing on the professional and technical curriculum, exposure of such students to industrial atmosphere.



Industries and institutes have been collaborating for over a century, but the rise of a global knowledge economy has intensified the need for strategic partnerships. The Institutes are imparting the basic knowledge and skill, but the industry-academia interaction and conglomerate will enable to undertake research by staff and students relevant to the industry.

The industry-academia interaction should be designed to run for longer period for preparing the manpower of world class standards in the field of science, technology, finance, human resources, information technology by inculcating the various specified skills required by the industry thereby contributing to the economic and social development of the society at large.

N-Technology Research Centre Pvt. Ltd is almost a decade old company specializing in electronic design and manufacturing services.

**N-TECHNOLOGY mission** is to promote trade, commerce, industry and services in Odisha with a view to strengthen and expand economic activity in the state, by fostering just, equitable and globally competitive business environment compatible with free Enterprise of the New Millennium to continue serving the society through proactive initiatives and to support Socio-Economic and Cultural causes.

In this endeavour N-Technology Research Centre Pvt. Ltd intends and wishes to include the professional technical educational institutes along to build new India's industrial eco-system's future generation.

**Aims and objectives of N-Technology's Memorandum of Understanding with EATM:**

**OBLIGATIONS OF EATM:**

- To conduct seminars, talks, workshops, industrial visits, laboratory set-ups etc and to collaborate in designing courses highlighting the affirmative between industry and professional training.
- Collaborative Industrial Relationships and Professional Training programmes.



- To provide certificate courses in Industrial Experiences and Exposures for Professional Trainees.
- Facilitating Student Internship program.
- Access to library and other supporting facilities by students / scholars/ faculties and industry expert.

#### **OBLIGATIONS OF N-TECHNOLOGY:**

- Short term assignment of institutions' faculty members in industries.
- Professionals from industry to be visiting faculty in professional academic and training institutions.
- Practical training and hand-holding of students at the industries and experience certificates.
- Facilitate Industries to sponsor scholarships and fellowships at professional educational institutes.
- Help Organize education fairs, Industry and factory site visits, exhibitions and workshops.
- Capacity Building and Human Resource Development.

#### **Other terms and conditions of N-TECHNOLOGY's Memorandum of Understanding with EATM:**

- **Validity of Agreement:** The Memorandum shall remain in force for a period of 3 (Three) years commencing from the effective date. Both N- Technology Research Centre Pvt. Ltd. and EATM may extend the term by written agreement signed by both after review.
- **Termination of Agreement:** Either party, N- Technology Research Centre Pvt Ltd or EATM, may terminate the MoU by giving written notice of 3 (three) months in advance to the other party. Once terminated, neither N- Technology Research Centre Pvt. Ltd. nor EATM will be responsible for any losses,





financial or otherwise, which the other institutions may suffer. However, N-Technology Research Centre Pvt. Ltd. and EATM will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

- **Amendments/Modifications to the MoU:** This MoU may be amended or modified by a written agreement signed jointly by the representatives of both N- Technology Research Centre Pvt. Ltd. and EATM.

**This MOU signed on 05-10-2018**



**PRINCIPAL**

**Einstein Academy of  
Technology and  
Management (EATM)**  
Principal  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda



**Authorized Signatory**

**N- Technology Research  
Centre Pvt. Ltd.**



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H 172350

#### AGREEMENT

This agreement ("Agreement") is entered into on 24<sup>th</sup> June 2017 ("Effective Date") by and between

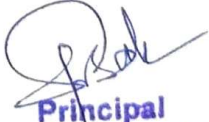
1. **Reliance Jio Infocomm Limited**, a company incorporated under provisions of the Companies Act, 1956, and having its registered office at 3<sup>rd</sup> Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021, Maharashtra, India ("Reliance", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), and
2. **EINSTEIN Academy of Technology and Management** managed by **Udayanath Educational & Charitable Trust**, a public charitable trust which is registered under the Trust Act and having its registered office at Plot No: 297/4002, Jaydev Vihar, PS: Nayapalli, Bhubaneswar, Khordha. ("Institute" which expression shall, unless it be repugnant to the context or meaning thereof shall mean and include the trustee or trustees for the time being of, survivors or survivor of them and the heirs, executors and administrators of the last survivor and permitted assigns).

Reliance and Institute may individually be referred to as "Party" and collectively as "Parties".

#### Whereas,

- A. Parties have agreed that Institute will offer the Course Program developed by Reliance to students at the Locations of the Institute on the terms and subject to the conditions set forth herein.
- B. Capitalised terms and expressions used in this Agreement shall have the meaning given to them in **Annexure 1** and the principles of interpretation set out in **Annexure 1** shall apply while interpreting this Agreement.



  
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NOW THEREFORE, Parties hereby agree as follows:

**1. TERM**

- 1.1 This Agreement shall be effective on and from the Effective Date and shall remain in full force and effect for three (3) years ("Term"), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.2 Parties may extend the Term for a maximum period of **THREE** years on mutually agreed terms and conditions.


**2. COURSE PROGRAM**

- 2.1 Institute shall offer the Course Program at the Locations to all persons eligible to enrol in the Institute and to employees / representatives nominated by Reliance or any of its affiliates.
- 2.2 Institute may use the Course Program and Intellectual Property Rights associated therewith or relating thereto only for teaching, and marketing and promoting, the Course Program.
- 2.3 Reliance shall provide the Institute relevant course materials relating to the Course Program as provided by it to other institutes offering the Course Program. Institute shall not provide or make available the course materials to any person other than the Students.

**3. INFRASTRUCTURE, ASSETS AND PERSONNEL**

- 3.1 Institute shall, as soon as reasonably practicable and in any event within \_\_\_\_\_ days of the Effective Date, set up and install all necessary infrastructure and assets for conducting the Course Program at each Location in accordance with the provisions hereof, including without limitation the following:
- (a) two or more Smart Classrooms at each Location for conducting functional, technical and behavioural training, of which one will have computer system integrated to the monitors on each desk for systems and processes training;
  - (b) high speed internet connectivity;
  - (c) a fiber laboratory containing all equipment and other assets required to provide practical fiber training with components including (i) the systems laboratory with computers and (ii) the in-building and in-home wiring training facility and provide 2500 square feet of open ground area at the Locations for outside plant park (OSP) simulation and training, in consultation with Reliance;
  - (d) Institute Assets at each of the Locations for conducting the Course Program.
- 3.2 Institute shall set up the laboratory and classroom in compliance with the design and layout provided by Reliance, or as per the existing laboratory design.
- 3.3 Institute shall provide the Students access to the infrastructure and other facilities at the Locations including classrooms, stationery, canteen, wash-rooms.
- 3.4 Institute shall maintain the infrastructure and the Institute Assets so as to effectively conduct the Course Program, and shall ensure that the infrastructure and Institute Assets are in good and proper working order.
- 3.5 Institute shall ensure that the faculty members nominated by it to conduct the Course Program are skilled, qualified, trained and equipped personnel.
- 3.6 Institute shall, in consultation with Reliance, determine (i) the criteria for admitting persons to the Course Program and (ii) the maximum and minimum number of persons to be enrolled in the Course Program in each year.



  
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- 3.7 Institute shall not charge the persons admitted to the Course Program ("Students") a fee higher than that stipulated by Reliance from time to time for or in relation to the Course Program.
- 3.8 Institute shall not, in any event and under any circumstances guarantee or charge any amount in any manner whatsoever to any person including students for any placements or job openings or employment opportunities with Reliance or any of its affiliates
- 3.9 Reliance shall be entitled to install its telecommunication infrastructure / equipment at the Institute / Locations so as to enable Reliance to provide telecommunication services to the faculty, staff and students of the Institute. Institute shall provide access to the Locations as may be required by Reliance to install, maintain, repair and / or replace any such infrastructure or equipment and shall co-operate with and provide all reasonably assistance to Reliance in this regard.
- 3.10 Institute shall designate a single point of contact ("SPOC") within two (2) days of the date hereof and ensure that the SPOC is available at all times for discussion and consultation with Reliance in relation to the Course Program and this Agreement.

#### **4. OWNERSHIP AND USE OF THE COURSE PROGRAM**

- 4.1 Institute agrees and acknowledges that Reliance is and shall be the sole and exclusive owner of all Intellectual Property Rights in relation to or in connection with the Course Program developed before, after and during the Term, including any and all intellectual property derived from or in connection with the Course Program.
- 4.2 Institute shall use the Course Program, Reliance Assets and all Intellectual Property Rights therein and in relation thereto only for offering the Course Program to the Students, and for marketing and promotion of the Course Program and for no other purpose whatsoever.

#### **5. ASSETS**

- 5.1 Reliance shall install and maintain Reliance Assets at the Locations as and when required in a reasonably timely manner for provision of the Course Program. Institute shall retain the Reliance Assets at the place where originally fixed at the Location on the date of installation and not move the same therefrom without prior written consent of Reliance.
- 5.2 Each Party shall continue to have all right, title and interest in its respective Assets and any additional assets provided / installed by it at any time and from time to time and the other Party shall have no right, title, interest or lien or any right of any nature or kind whatsoever in the first Party's Assets.
- 5.3 Institute shall not, and shall procure that its representatives do not, create any charge, pledge, hypothecation, lien, security interest or other encumbrance whatsoever on or in respect of any Reliance Asset.
- 5.4 Institute shall bear and pay all operating costs relating to all Assets.

#### **6. CERTIFICATION OF COURSE PROGRAM**

- 6.1 Reliance shall set up a proctored testing website on which Students shall be required to undertake certification tests for the Course Program.
- 6.2 Institute shall ensure that only Students who have completed specified hours of training are permitted to take such tests in relation to the Course Program.
- 6.3 Institute shall conduct the tests at the Institute in the manner specified by Reliance from time to time.





6.4 Institute shall issue completion and proficiency certificates in the format provided by Reliance to Students who successfully complete the tests and meet the criteria specified by Reliance from time to time.

## 7. TRAINING

7.1 Reliance may conduct a training program in relation to the Course Program for faculty members nominated by the Institute at a location and schedule specified by Reliance.

7.2 Institute shall nominate a minimum of two (2) senior faculty members for the training program and ensure that such faculty members attend the training program. Institute shall ensure that the faculty so nominated by it are capable of training other faculty members who replace them.

7.3 Institute shall nominate and ensure such nominated senior faculty members attend the additional refresher course conducted by Reliance, if any.

## 8. ADVERTISING AND PROMOTIONS

8.1 Institute shall market and promote the Course Program, including on its website.

8.2 Institute shall thirty (30) days prior to commencement of each year of the Term provide Reliance for its approval its proposed calendar for promotional and marketing events and activities in the immediately following year.

8.3 Institute will publish the link to Reliance job portal on its website and in its bulletin boards at the Locations for dissemination of information to students and alumni members for potential career options available at Reliance or its affiliates.

8.4 Institute will display and exhibit the marks, logo and other material provided by Reliance from time to time in relation to the Course Program at its premises, website and such other locations as may be agreed by Reliance from time to time.

8.5 Reliance may make available to Institute artwork, imagery, photographs, sample branding materials and other similar items for advertising, marketing and promoting the Course Program.

8.6 Institute will use the marks, logo and materials provided by Reliance only for the purposes set out herein, and then only in accordance with the guidelines prescribed by Reliance from time to time.

8.7 Institute confirms that it shall not obtain any right, title or interest whatsoever in any proprietary information or intellectual property of Reliance.

8.8 Institute shall on its website and bulletin board provide details of websites or portals maintained by or on behalf of Reliance on which potential applicants may register their profiles for suitable job roles.

## 9. BOOKS AND RECORDS; AUDIT

9.1 Institute shall prepare and maintain up to date, complete and accurate books of records and accounts in relation to the Course Program and other transactions relating to the Agreement in the form and the manner as may be specified by Reliance from time to time.

9.2 In particular, Institute shall provide to Reliance on or before the 20<sup>th</sup> day of each month the following reports:

- (a) Report detailing the Course Program conducted by it at each Location during the immediately preceding month;



- (b) report with details of the Students who have attended the Course Program conducted during the immediately preceding month; and
- (c) such other data, reports, information and supporting records as Reliance may from time to time prescribe;

each in a format prescribed by Reliance, if any.

- 9.3 Reliance and its representatives shall be entitled at any time and from time to time to visit the Locations and the Institute, to inspect and audit the Assets, fiber laboratories, classrooms (including Smart Classrooms), and other infrastructure provided by the Institute, and the books of account and records relating to this Agreement, and to take copies of such books and records. Institute shall grant Reliance and its representatives free access to its laboratories, classrooms and open area for such purpose.
- 9.4 Reliance and its representatives may at any time and from time to time visit the Locations / Institute to verify and audit whether the Course Program is being conducted in accordance with the Agreement.
- 9.5 Institute shall furnish to Reliance an updated database of Students who have successfully completed the Course Program at such periodicity and in the format prescribed by Reliance from time to time.

#### 10. **INSURANCE**


- 10.1 Institute shall, at its own cost and expense, obtain and maintain insurance cover to cover claims that may be made by or on behalf of its employees, officers, staff or agents in relation to any risk that may arise during the course of performing the obligations under this Agreement including accident, illness or any other related risks.
- 10.2 Institute will at its cost obtain applicable insurance cover in relation to all Institute Assets. Institute shall ensure that such insurance policy is effective from the Effective Date and valid and binding until the expiry of the Term. Institute shall produce for inspection documentary evidence that such professional indemnity insurance has been obtained and is being maintained.
- 10.3 Reliance will at its cost obtain applicable insurance cover in relation to all Reliance Assets.

#### 11. **REPRESENTATIONS AND WARRANTIES OF INSTITUTE**

Institute represents and warrants that:

- 11.1 it has the capacity and all the necessary power and authority to enter into and perform all its obligations hereunder and to undertake the transactions contemplated hereby;
- 11.2 entering into this Agreement or performance of the obligations hereunder shall not result in a violation of or non-compliance with any applicable laws and it shall at all times comply with the applicable laws;
- 11.3 it has obtained all permits and licenses, if any, required or desirable to be obtained by it in connection with this Agreement and the performance of its obligations hereunder and shall at all times maintain such permits and license and keep them valid and subsisting;
- 11.4 it is not subject to any bankruptcy proceedings and there are no circumstances which exist that may entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets;
- 11.5 this Agreement and the other documents entered into in connection herewith have been duly executed and delivered by it and constitute or will constitute, following the execution and



  
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delivery of this Agreement and such other documents, valid and binding obligations of Institute, enforceable against it in accordance with its terms;

- 11.6 none of the execution or delivery of this Agreement, the consummation of transactions hereby contemplated or compliance with the terms hereof, will conflict with or result in a breach of, or require any consent under the charter documents or any applicable laws or any agreement or instrument to which it is a party or by which it or its property is bound or may be affected or to which it is subject;
- 11.7 each representation and warranty of Institute is true and correct in all respects as on the date of execution of this Agreement and shall remain true and correct on each day of the Term.


## 12. TERMINATION

- 12.1 Either Party may terminate this Agreement by giving three (3) months' prior written notice to the other Party.
- 12.2 A Party may terminate this Agreement in case of a material breach of this Agreement by the other Party which breach is not remedied within thirty (30) days from the date of notice of such breach to such defaulting Party.
- 12.3 Reliance may terminate this Agreement if any representation or warranty of the Institute set out in clause 12 is untrue.
- 12.4 Upon expiry or termination of this Agreement,
- (a) Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and liabilities that accrued prior to termination, or those which survive termination of this Agreement;
  - (b) Institute shall, and shall procure that his representative shall, return to Reliance, all Reliance Assets in proper working condition (reasonable wear and tear excepted), course materials, any designs, layouts, advertising, promotional or other material provided by or on behalf of Reliance and Confidential Information that the Institute has in its possession or control;
  - (c) Institute shall cease using any and all Intellectual Property Rights other materials, logos, marks, artwork and imagery provided by or on behalf of Reliance and the granted hereunder to Institute in relation thereto shall forthwith terminate.

## 13. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- 13.1 Institute shall maintain strictly confidential in accordance with the standards of care and diligence that it utilises in maintaining its own confidential information, and in any event no less than reasonable standard of care, the terms of this Agreement and any information in relation to this Agreement, Reliance or its affiliates supplied to or obtained by it or its representatives pursuant to or in the course of performance of this Agreement ("**Confidential Information**") and shall not disclose any such information to any person, save as expressly provided herein.
- 13.2 Institute may disclose Confidential Information only to its employees strictly on a need to know basis (and then only to the extent so required) provided that each such person is aware of the confidential nature of such information and agrees to maintain it strictly confidentiality on terms no less onerous than the terms hereof. Prior to disclosure of Confidential Information, Institute shall procure that the relevant employee enters into a confidentiality and non-disclosure agreement on terms no less onerous than the terms hereof and agreeing to assignment of such agreement in favour of Reliance, at Reliance's option. Institute shall be liable to Reliance for the acts and omissions of its employees in relation to the Confidential Information, as if they were acts and omissions of Institute.



  
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- 13.3 Institute shall, and shall ensure that its affiliates, and its and their employees, directors, officers, agents and representatives, keep the terms of this Agreement and any and all information exchanged in pursuance hereof, strictly confidential and shall not, and shall ensure that its representatives do not, disclose any such information to any third party, without Reliance's prior written consent.
- 13.4 Institute shall not make any public announcements or issue any advertisement, promotional material or release or any other similar document, nor participate in any media interview in relation to any transaction relating to this Agreement, the existence or terms of this Agreement, without the prior written consent of Reliance, including in relation to the form thereof.
- 13.5 This clause shall survive termination of this Agreement.

#### **14. INDEMNITY**

- 14.1 Institute shall indemnify, defend and hold Reliance and its affiliates, its and their officers, directors, employees, agents and representatives, harmless from and against all claims and losses, arising out of or resulting from in connection with (a) a breach by Institute of any of its obligations hereunder or (b) any of Institute's representations or warranties being untrue. This clause shall survive the termination of this Agreement.

#### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

- 15.1 This Agreement is made and shall be construed in accordance with laws of India.
- 15.2 Parties shall make reasonable endeavours to resolve any dispute or difference arising out of or in relation to this Agreement. If any such dispute or difference is not so resolved within 30 days of the dispute or difference arising then either Party may refer such dispute or difference to arbitration. Arbitration shall be conducted by a tribunal of 3 arbitrators in accordance with the provisions of Arbitration and Conciliation Act, 1996, with each Party nominating an arbitrator and the two arbitrators so appointed appointing the third arbitrator. The venue of arbitration shall be Mumbai and the language of arbitration shall be English. The arbitral award shall be final and binding on Parties.
- 15.3 Subject to the provisions of clause 16.2, Parties agree to submit to the jurisdiction of competent courts in Mumbai, India with regard to any dispute or difference arising out of or in connection with this Agreement, to the extent reference to courts is permitted under the provisions of the Arbitration and Conciliation Act, 1996.
- 15.4 This clause shall survive termination of this Agreement.


#### **16. ASSIGNMENT**

- 16.1 Institute shall not, directly or indirectly, assign or otherwise transfer this Agreement, in whole or in part, without Reliance's prior written consent. Reliance may assign or otherwise transfer this Agreement, in whole or in part, without requiring consent (prior or otherwise) of Institute, to any entity or Person.

#### **17. NOTICES**

- 17.1 Any and all notices, demands and other communication in relation to this Agreement may only be sent by a Party to the other Party by pre-paid post or facsimile transmission to the address of the recipient stated herein or at any other address notified by the recipient or the facsimile transmission number notified by the recipient and any notice, demand or communication so sent shall be effective upon actual receipt and in case of notices sent by pre-paid post, it shall be deemed received on the third day after the date of dispatch (if not actually received earlier) and shall become accordingly effective.



  
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**18. MISCELLANEOUS**


- 18.1 This Agreement constitutes the entire agreement between the Reliance and Institute and supersedes all previous agreements and negotiations in respect thereof.
- 18.2 Nothing in this Agreement shall constitute or be deemed to constitute the relationship of principal and agent or of partnership between Parties hereto or create a joint venture between Parties or employment relationship between Reliance and Institute's personnel.
- 18.3 No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each Party.
- 18.4 In case any provision of this Agreement (except in relation to any representation or warranty) shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 18.5 Neither Party shall be liable for any consequential or indirect losses in connection with or arising out of this Agreement.
- 18.6 Each Party shall bear and be responsible for its own costs and expenses in connection with this Agreement.
- 18.7 This Agreement may be executed by Parties in counterparts, each of which shall be an original and all such counterparts taken together shall be deemed to constitute one and the same Agreement.

**IN WITNESS WHEREOF**, Parties have caused their respective authorized signatories to execute this Agreement on their behalf.

**For Reliance Jio Infocomm Limited**

**For Einstein Academy of Technology and Management, Bhubaneswar**

  
Name: R. V. Balakrishnam  
Title: Vice President  
Date: 24/June/2017

  
Name: Prof. (Dr.) Sarendu Prasad Sahu  
Title: Principal  
Date: 24/06/2017.



  
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## ANNEXURE 1

### DEFINITIONS AND PRINCIPLES OF INTERPRETATION

#### 1. DEFINITIONS


Unless the context or meaning otherwise requires, the following expressions shall have the following meaning:

- 1.1 "Agreement" means this Agreement, together with all the Annexures, as may be amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof;
- 1.2 "Assets" means Institute Assets and Reliance Assets collectively and "Asset" means Institute Assets or Reliance Assets, as the case may be;
- 1.3 "Course Program" means vocational training course developed by Reliance in relation to telecommunication and internet sales and services, including but not limited to the training modules, course content, study materials, presentations, practical laboratory sessions, certification criteria and methodology, and shall include any other vocational training courses which may be developed by Reliance in future from time to time in relation to telecommunication and / or internet services;
- 1.4 "Institute Assets" means assets owned, installed and maintained by the Institute as more particularly detailed in Part A of Annexure 3;
- 1.5 "Location" shall mean location of the branches of the Institute set out in Annexure 2 and such other locations as may be mutually agreed between Parties from time to time;
- 1.6 "Intellectual Property Rights" means, on a worldwide basis, any and all intellectual property rights now known and hereafter known or obtained, current or future, in both tangible and intangible forms, including without limitation, (a) rights associated with works of authorship including without limitation copyrights, moral rights, and mask works, (b) trade secret rights, (c) trademarks, drawings, service marks, commercial symbols, trade names, patents, algorithms, designs, and other industrial property rights, know-how, ideas, concepts, rights of publicity, methods, techniques, processes, domain names, business names, fictitious names, inventions and all other intellectual and industrial property rights of every kind and nature worldwide and however designated, whether arising by operation of law, contract, license or otherwise (d) all registrations, initial applications, renewals, extensions, continuations (including continuations-in-part), re-examinations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), and (e) rights to enforce any of the foregoing;
- 1.7 "Reliance Assets" means assets owned, installed and maintained by Reliance and as more particularly detailed in Part B of Annexure 3;
- 1.8 "Smart Classroom" means classroom having LCD projector, computer aided projector facility connected to a central server, secure data storage and retrieval facilities;
- 1.9 "Term" shall have the meaning assigned thereto clause 1;

#### 2. PRINCIPLES OF INTERPRETATION

Unless the context otherwise requires, the following principles of interpretation shall apply while interpreting this Agreement:




  
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Bhubaneswar, Khurda



- 2.1 Descriptive headings of clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.
- 2.2 Words denoting persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations and other entities (whether or not incorporated).
- 2.3 Use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.
- 2.4 References to the word "include" or "including" shall be construed without limitation.
- 2.5 Annexures form an integral part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- 2.6 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 2.7 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement.
- 2.8 Any consent, notice, approval or determination given under this Agreement, shall be binding only given in writing.
- 2.9 "Written" or "in writing" means handwritten, typewritten or printed electronically to make a permanent record.



  
**Principal**  
Einstein Academy of Technology & Management  
Bhubaneswar, Khurda

UNIVERSITY OF  
SOUTH ALABAMA  
College of Business Administration  
Department of Management  
At University PO Box 860000 Mobile AL 36686





**ANNEXURE 3**  
**INFRASTRUCTURE**

**PART A: INSTITUTE ASSETS**

1. Smart Classrooms
  - a. Classrooms with minimum capacity of 20 and maximum capacity of 30
  - b. LCD Projector connected to computer
  - c. Secure server / 1 TB storage space for training content
  - d. High speed internet data connectivity related infrastructure
2. Systems Labs
  - a. Computer based Training Facility
  - b. LCD Projector connected to computer
  - c. High speed internet data connectivity related infrastructure


**PART B: RELIANCE ASSETS (Optional)**

- a. Fiber connectivity provided by Reliance for cloud computing
- b. Training Equipment
  - i. Construction and splicing equipment
  - ii. Tools
  - iii. Consumables and other Material
- c. Display Products
  - i. Cables
  - ii. Racks, Distribution Panels

Detailed list will be appended where the Institute has been identified to set up the Lab Infrastructure

Reliance and Institute may from time to time agree on the consumables to be provided by Reliance to enable the Institute to provide practical training to the students and the consumption cycle for such consumable. Institute shall on monthly basis provide a report of such products used by Institute and at such times and in the form as may be requested by Reliance from time to time. Reliance may provide at its cost and may replenish the said consumables periodically.



  
**Principal**  
**Einstein Academy of Technology & Management**  
**Bhubaneswar, Khurda**