

3.5.1. Number of functional MoUs/linkages with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years

Sl. No.	Name of the MoU / linkage	Name of the institution / industry with whom the MoU / linkage is made, with contact details	Year of signing MoU / linkage	Purpose of the MoU/Linkage (internship, on-the-job training, project work, student / faculty exchange and collaborative research)	Duration of MoU / linkage	List the actual activities under each MOU/ Linkage and web -links year-wise	Link to the relevant document
1	MoU between AIT and Aatmanirbhar Center of Excellence Pune (ACOEP)	Aatmanirbhar Center of Excellence Pune (ACOEP)	2024	To establish the Aatmanirbhar Center of Excellence in Pune (ACOEP) and define the frame work for collaborator for the development and transfer of intellectual properties in defence related domains	from 2024	Defence related R&D projects and their deployment	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/acoep.pdf
2	MoU between AIT and M/S Automation AI Infosystem Pvt Ltd	M/S Automation AI Infosystem Pvt Ltd	2023	To build a bridge of skills between Academy Institute and Industry expectations	1 year	Training	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/Automatoninfo.pdf
3	MoU between AIT and M/S Xefficient Pvt Ltd	M/S Xefficient Pvt Ltd	2023	Joint patent ownership agreement	3 years	Joint patent ownership agreement	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/Xefficient.pdf
4	MoU between AIT and M/S Zeus Numerix Pvt Ltd	M/S Zeus Numerix Pvt Ltd	2023	Technical training and testing programs, joint R&D projects, Industry visit	3 years	Technical training and testing programs, joint R&D projects, Industry visit	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/Zeus.pdf
5	MoU between AIT and M/S Ethous Design Pvt Ltd	M/S Ethous Design Pvt Ltd	2023	Curriculum design, Industrial training, Internship and placement, skill development	from 2023	Curriculum design, Industrial training, Internship and placement, skill	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/Ethosh.pdf
6	MoU between AIT and M/S Cranes Varsity Pvt Ltd	M/S Cranes Varsity Pvt Ltd	2023	To collaborate Diploma courses/ Allied activities	2 years	To collaborate Diploma courses/ Allied activities	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/Cranes.pdf
7	MoU between AIT and eSec Forte Technologies	eSec Forte Technologies Pvt Ltd., New Delhi	2022	Skill based training, Internship, Collaborative Research and Development	5 Years	Project Proposal on Establishment of Center of Excellence	https://www.aitpune.com/Documents/Comp/MoU/202223.pdf
8	MoU between AIT and FortyTwo42 Technology	FortyTwo42 Technology Innovtions Pvt. Ltd., Pune	2021	Internship and Collaborative Research	3 Years	Internship and Collaborative Research	https://www.aitpune.com/Documents/Comp/MoU/202122A.pdf
9	MoU between AIT and CopperCloud IoTech Pvt. Ltd.	CopperCloud IoTech Pvt. Ltd.	2021	Training Programs for Faculty & Students, Setting up an IoT Lab & Centre of Excellence in IoT, Provide Internships for Students, Mentor Students in their projects	23-Apr-24	Training Programs for Faculty & Students, Setting up an IoT Lab & Centre of Excellence in IoT, Provide Internships for Students , Mentor Students in their	https://www.aitpune.com/Documents/Comp/MoU/202021B.pdf
10	MoU between AIT and Dr. Anuraag Mohan	Dr. Anuraag Mohan	2021	1)Expert session for core technology projects 2) Research Project	30-Nov-22	Expert session for core technology projects, Research Project	https://www.aitpune.com/Documents/ETC/MOU/Anuraag_MohanMou.pdf
11	MoU between AIT and EV Lab Smt. Asha Suhas Gogate	EV Lab Smt. Asha Suhas Gogate	2021	Enhance research and development culture	from 2021	Projects related to electric vehicle	https://www.aitpune.com/Documents/ETC/MOU/EV%20labMou.pdf
12	MoU between AIT and Microsoft MSDN	Microsoft MSDN	2021	Microsoft MSDN Volume license for Academic school/college agreement	3 Years	Microsoft MSDN Volume license for Academic agreement	https://www.aitpune.com/Documents/Comp/MoU/202122B.pdf

13	MoU between AIT and Cycle Hub	Cycle Hub	2021	Provision of cycles on rent	3 yrs	Activities related to cycles	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/Cyclehub.pdf
14	MoU between AIT and M/S Medyug Technology Pvt Ltd	M/S Medyug Technology Pvt Ltd	2021	Training	2 Years	Training	https://www.aitpune.com/Documents/IT/MOU/Sr%20No%205B.pdf
15	MoU between AIT and Great lakes E-Learning Services Pvt. Ltd.	Great lakes E-Learning Services Pvt. Ltd.	2021	Online and blended learning experiences for students and faculties	6 months	Training Programs for Faculty & Students	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/GreatLearning.pdf
16	MoU between AIT and Shree Rapid Technologies	Shree Rapid Technologies	2020	Exchange of Intellectual property, inventions and innovations	1 yr	Academic and research collaboration	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/Shreerapid.pdf
17	MoU between AIT and MACFOS Pvt Ltd	MACFOS Pvt Ltd	2020	Research, Development, Student projects	3 years	Internship	https://www.aitpune.com/Documents/ETC/MOU/MacfosMo u.pdf
18	MoU between AIT and Critical AI Private Limited	Critical AI Private Limited	2020	Skill Development	1 Year	Skill Development	https://www.aitpune.com/Documents/Comp/MoU/202021A.pdf
19	MoU between AIT and SoftTech Data Securities	SoftTech Data Securities, Pune	2020	Skill Development	5 Years	Information Security and Digital Forensics Club establishment , Student	https://www.aitpune.com/Documents/Comp/MoU/202021C.pdf
20	MoU between AIT and Credit Suisse Services (India)AG	Credit Suisse Services (India)AG	2020	Internships	3 years	Internships	https://www.aitpune.com/Documents/IT/MOU/Sr%20No%203.pdf
21	MoU between AIT and Talent Sprint Pvt Ltd	Talent Sprint Pvt Ltd	2020	Training	5 Years	Training	https://www.aitpune.com/Documents/IT/MOU/Sr%20No%204C.pdf
22	MoU between AIT and 3D PLM Product Innovation Lab	3D PLM Product Innovation Lab	2019	Development of 3D PLM Product Innovation Lab, Training, Provide Internships	from 2019	For Entire College	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/3DPLM.pdf
23	MoU between AIT and Microsoft MSDN	Microsoft MSDN	2018	Microsoft MSDN Volume license for Academic school/college agreement	3 Years	Microsoft MSDN Volume license for Academic agreement	https://www.aitpune.com/Documents/Comp/MoU/201819.pdf
24	MOU between Dept of MECH AIT & ELEATION	ELEATION	2018	Training and project work to students	from 2018	Course on CAE (Hyperworks) by CAE	https://www.aitpune.com/Documents/Mech/MOU/Eleation.pdf
25	MoU between AIT and Robu.In –MACFOS Pvt Ltd.	Robu.In –MACFOS Pvt Ltd.	2018	Innovation & Development Center – Robu.In, Training, Provide Internships for Students	from 2018	Innovation & Development Center – Robu.In, Training, Provide Internships for	https://www.aitpune.com/Documents/ETC/MOU/Robuin.pdf
26	MOU between Dept of MECH AIT & CADCAMGURU	CADCAMGURU SOLUTIONS PVT LTD	2017	Training and project work to students	from 2017	Course on Catia by CADCAMGURU, Pune	https://www.aitpune.com/Documents/Mech/MOU/AIT%20and%20CAD%20CAM%20GURU.pdf
27	MoU between AIT and College of Military Engineering	College of Military Engineering	2017	Workshops, Trainings	from 2017	Workshops, Trainings	https://www.aitpune.com/Documents/ETC/MOU/CMEMou.pdf
28	MoU between AIT and IIT Bombay	IIT Bombay	2017	Visits of exchange staff and research scholars, joint research activity	5 yrs	Visits of exchange staff and research scholars, joint research activity	https://www.aitpune.com/Documents/naacreports/SSR2024/Criteria3/3_5_1/IITBombay.pdf
29	MoU between AIT and 3D PLM Product Innovation Lab	3D PLM Product Innovation Lab	2016	Development of 3D PLM Product Innovation Lab, Training, Provide Internships	from 2016	For Entire College	https://www.aitpune.com/Documents/ETC/MOU/3DPLMMou .pdf
30	MoU between AIT and Virtual Lab, COEP	Virtual Lab, COEP	2015	Virtual Labs Experiments	from 2015	Virtual Labs Experiments	https://www.aitpune.com/Documents/ETC/MOU/VirtuallabCOEPMou.pdf

**Memorandum of Understanding for Establishment of
Aatmanirbhar Centre of Excellence, Pune (ACOEP)**

**This Memorandum of Understanding ("MOU") is made at MCCIA, Pune and
is effective as of the 30th day of January, 2024 (the "Effective Date")**

BY AND BETWEEN

**Regional Technology Node (RTN), HQ Southern Command
AND
Maharatta Chamber of Commerce, Industries and Agriculture (MCCIA)
AND
Army Institute of Technology, Pune (AIT)
AND
The Indian Institute of Science Education and Research (IISER) Pune
AND
Strategic Research & Growth Foundation (SRGF)**

RTN, MCCIA, AIT, IISER, and SRGF shall collectively be called as "Parties" and individually as a "Party".

Project:

In an endeavour to achieve self-reliance in Defence under the "Aatmanirbhar" initiative and also to position Indian Defence Technology Ecosystem on a global platform for futuristic technology areas, Regional Technology Node, (RTN) Pune under the guidance of the Office of the Principle Advisor to Ministry of Defence, New Delhi has initiated to establish Aatmanirbhar Centre of Excellence, Pune (ACEOP) with the organisations names herewith.

Objective:

The objective of this MoU is to establish the Aatmanirbhar Center of Excellence in Pune (ACEOP) and define the framework for collaboration among the Parties for the development and transfer of intellectual properties in defence-related domains.

Scope:

The ACEOP will focus on addressing critical defence problem statements through research and innovation, aiming to create intellectual properties that can be transferred to industries for practical implementation. The scope will include, but will not be limited to, domains such as AI/ML, Cyber Security, Drone/Anti-Drone technologies, Robotics, etc, as well as specific problem areas that the end-users have identified ("Project").

Whereas:

Regional Technology Node, Pune established at the HQ Southern Command is an Industry Interface with role as under:-

- (a) To address voids at user level by gathering user problems and oversee their resolution, either through HQ SC's resources, partnering with industry or in conjunction with the Army Design Bureau (ADB).

(b) To accelerate development and induction of indigenous defence and dual use technology into the Indian Army in collaboration with R&D Organisations, PSUs, Private industries, MSMEs, start-ups, academia and in-house innovators in close coordination with user Army establishments.

(c) Drive ideas and innovations in the Area of Responsibility of HQ SC in terms of scanning for talent, material and financial assistance, facilitation and interface with industry.

AND

Mahratta Chamber of Commerce, Industries and Agriculture (MCCIA) is a Section 25 company established in 1934 having its registered office at Tilak Road, Pune and Corporate office at 505 and 506 MCCIA Trade Tower, International Convention Centre Complex, 403- A, Senapati Bapat Road, Pune 411 016. Maharashtra, India. Hereinafter referred to as 'MCCIA' and will be responsible for coordination of all efforts of the local Industry.

AND

Army Institute of Technology, Pune (AIT) is an undergraduate engineering college affiliated to the University of Pune. AIT is located at Dighi Hills, Alandi Road area in Pune, Maharashtra, India. Only wards of army personnel are allowed admission. The admission is done through JEE MAINS exam. AIT functions under the aegis of the Army Welfare Education Society (AWES) and has the senior most officer of the Indian Army, the Chief of Army Staff of the Indian Army (COAS), as the President of its Board of Governors. AIT will be the Academia partner.

AND

The Indian Institute of Science Education and Research (IISER) Pune is a premier institute dedicated to research and teaching in the basic sciences. It was established in 2006 by the Ministry of Human Resource Development (renamed Ministry of Education in August 2020). In 2012, IISER Pune was declared as an Institute of National Importance by an Act of Parliament. IISER-Pune will be the Research partner.

AND

The Strategic Research and Growth Foundation (SRGF) is a dynamic and emerging non-profit organization headquartered in Pune, Maharashtra. Established in early 2023, SRGF is dedicated to fostering sustainable development, inclusive growth and comprehensive national security for our society. SRGF primarily operates in the areas of Social Impact, Capacity Building and Policy Recommendations. By gathering first-hand actionable insights, the organization strives to generate meaningful and effective strategies that address pressing national and humanitarian challenges.

1. Obligations of RTN, MCCIA, AIT, IISER, and SRGF agree that:

- i. **RTN, MCCIA, AIT, IISER and SRGF**, in principle, will work towards establishing ACEOP with the aim specified and all four organisations are desirous of establishing the Project.
- ii. **RTN, MCCIA, AIT, IISER and SRGF** will initially utilise the premise for a period of One year at MCCIA, SB Road to initiate the activities of the ACEOP.
- iii. In order to carry out the Project, **RTN, MCCIA, AIT, IISER and SRGF** will identify among its staff designated team members who will be interacting on a regular basis for the exchange of information and for assistance.
- iv. **RTN, MOD Rep** will provide necessary inputs (strategic needs, problem statements and directives) and facilitate working with related Armed Forces organisation for joint execution of the Project to achieve the desired results and effectiveness in the stipulated time.

(b) To accelerate development and induction of indigenous defence and dual use technology into the Indian Army in collaboration with R&D Organisations, PSUs, Private industries, MSMEs, start-ups, academia and in-house innovators in close coordination with user Army establishments.

(c) Drive ideas and innovations in the Area of Responsibility of HQ SC in terms of scanning for talent, material and financial assistance, facilitation and interface with industry.

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- iv. **RTN, MOD Rep** will provide necessary inputs (strategic needs, problem statements and directives) and facilitate working with related Armed Forces organisation for joint execution of the Project to achieve the desired results and effectiveness in the stipulated time.

- v. **RTN, MCCIA, AIT, IISER and SRGF** will collaborate in the formation of a Project Report, within four weeks post MOU, to formulate framework of governance, managing committee, scope of activities, objectives & deliverables, milestones, responsibilities & authorities and also support needed from RTN, MOD to establish & operate.
- vi. **RTN, MCCIA, AIT, IISER and SRGF** will primarily focus on the Projects being undertaken and also on skilling of representatives of armed forces, industry, and academia.
- vii. **RTN, MCCIA, AIT, IISER and SRGF** will jointly identify the set up required for ACEOP, including software, hardware, support equipment and technical expertise.
- viii. **RTN, MCCIA, AIT, IISER and SRGF** will execute Project through ACEOP and also will facilitate execution and hand holding with member industry/academia depending upon the nature of the Project.
- ix. **The generated intellectual properties** will be jointly owned by the Parties and efforts will be made to facilitate the transfer of developed Intellectual Properties Rights (IPRs) to industries for further development, production, and implementation. The Parties shall enter into relevant definitive agreements for IPR transfer, which shall detail the scope and commercials for the IPR transfer. "Intellectual Property Rights or IPR" for this clause shall mean any patent, patentable claim, copyright (including rights in computer software), trademark, trade secret, design, moral rights, circuit layout, know-how, database rights, algorithms and all other Intellectual Property Rights of a similar nature and any other proprietary rights, whether registered or unregistered, including such rights in the Project.
- x. Nothing contained in this MOU shall grant any right, title or interest in respect of any pre-existing intellectual property rights of a Party to the other Party herein.
- xi. **Funding for ACEOP initiatives** will be sourced from various identified funding sources and managed collectively by the Parties based on agreed-upon budgets.

2. Independent Contractor

It is understood between the Parties that Parties employees shall not have any employer-employee or master-servant relationship with each other. Parties' relationship under this MOU is that of an independent contractor, and nothing in this MOU shall be construed to create a joint partnership, joint venture or agency relationship between the Parties.

3. Validity

This Agreement shall be valid for a period of three years from the Effective Date and may be renewed as mutually agreed upon between RTN, MCCIA, AIT, IISER and SRGF. Either Party may, upon giving thirty (30) days' notice in writing, terminate this Agreement.

The Parties may revise, amend or modify all or any part of this Agreement by way of mutual consent in writing. Any revision, amendment or modification agreed to between the Parties shall come into force on such date as determined by the Parties and shall form part of this Agreement.

4. Confidentiality

- i. No Party shall disclose any confidential information or information material acquired in connection with the provision of the services to any person other than each other.
- ii. Parties agree to keep in confidence and not disclose to others all knowledge, information and data furnished and claimed by either Party to be proprietary, provided such information is given in writing or, if oral, is reduced to writing within **[10]** days and such writing is marked to indicate the claims of ownership and/or secrecy. Parties agree that they shall not use, nor reproduce for use in any way, any proprietary information of the other except in furtherance of the relationship set forth herein.
- iii. Parties agree to protect the proprietary information of each other with the same standard of care and procedures used by themselves to protect their own proprietary information of a similar nature and importance, but at all times using at least a reasonable degree of care.
- iv. The covenants of confidentiality set forth herein shall survive and continue and be maintained from the Effective Date hereof until 5 years after termination of this MOU.

5. Representations and Warranties

The Parties represents and warrants that:

- i. they are a validly existing entity under the applicable laws of India.
- ii. they have the authority to enter into and the performance of its obligations under this MOU shall not violate any law or regulatory or court order.
- iii. they have obtained the requisite licenses, authorization, permits required for carrying on its business and performing its obligations under this MOU and the same are in full force and effect.
- iv. they have not engage in any action that may lead to defamation of any of the Parties or any of its directors, officers or employees.

6. Disclaimer

Except as expressly stated in the mou, parties disclaim all warranties of any kind, whether express, implied, statutory, or in any communication between the parties, including without limitation, the implied warranties of merchantability, non-infringement, title, and fitness for a particular purpose. Subject to confidentiality obligations, parties shall not be liable to any party or any third party for any direct, indirect damages, goods, lost profits or any other special, consequential, incidental or indirect damages, however caused, and whether based on contract, tort (including negligence), or any other theory of liability, regardless of whether parties have been advised of the possibility of such damages. Parties shall have no liability towards direct damages for any reason.






7. Assignment

This MOU is personal to the Parties and may not be assigned in part or whole by either Party without prior written consent of the other Party.

8. Governing law

This MOU shall be construed and governed by the laws of India. Any dispute arising out of or in relation to this MOU shall be submitted to the sole jurisdiction of the courts of law at Pune.

In witness whereof, RTN, MCCIA, AIT, IISER and SRGF sign this Agreement on 30th January 2024

SIGNED for and on behalf of RTN by- Name & Designation Brig. Rajiv Gautam RTN, HQ SC	 Signature
SIGNED for and on behalf of MCCIA by- Name & Designation Mr. Prashant Girkane Director General, MCCIA	 Signature
SIGNED for and on behalf of AIT by- Name & Designation Brig. Abhay A Bhat Director, AIT	 Signature
SIGNED for and on behalf of IISER by- Name & Designation Prof. Dr. Ranjiv Deen R. D.	 Signature
SIGNED for and on behalf of SRGF by- Name & Designation Mr. Varun Khandare Founding Director, SRGF	 Signature

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Memorandum of Understanding (MoU)

between

Automaton AI Infosystem Pvt. Ltd.

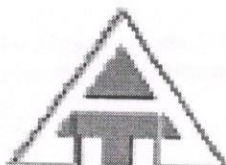
Pune



Automaton

&

**Army Institute of Technology (AIT),
Dighi**



Onward to Glory

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made on this day 24th May, 2023, (the "Effective Date") at Dighi, Pune, MH, India.

BETWEEN

Automaton AI Infosystem Private Limited (CIN U72900PN2018PTC179407) having its registered office at S No. 691/1K/2, Adinath Nagar Gavhane Vasti, Nr. Sonali Store, Bhosari Pune 411039 hereinafter called the "Automaton" (Which expression shall unless excluded by or repugnant to the context mean and include its heirs, administrators, successors in interest, assignees etc), thereby called the Party of the FIRST PART

AND

Army Institute of Technology, having its official address at Alandi Rd, Dighi, Pune, Maharashtra 411015 hereinafter called the "Institute" (Which expression shall unless excluded by or repugnant to the context mean and include its heirs, administrators, successors in interest, assignees, etc.), thereby called the Party of the Second PART

The Automaton and Institute hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS the Automaton is engaged in the business of providing Artificial Intelligence Products and related services.

AND WHEREAS, the Institute is engaged in providing quality education to the students.

AND WHEREAS, Institute desires to enter into MOU with the Automaton to deploy the AI Labs inside the college premises for deep learning and research purposes only in AI/ML (hereinafter called "Software/COELABS"). The COELABS shall be deployed, in accordance with the Software Features annexed herewith as Annexure I of this MOU.

AND WHEREAS, Automaton agrees to deploy the COELABS and provide related services in college premises according to the terms of this MOU.

NOW THEREFORE, in consideration of the above recitals, which are hereby incorporated into the below MOU, and in consideration of the mutual promises made herein, the Automaton and Institute further agree as follows:

1. Definitions

As used in this document the following terms shall have the meanings set forth below:

- 1.1 "Acceptance" shall have the meaning stated in Section 3 of this MOU.
- 1.2 "MOU" shall mean this MOU, any attached exhibits, annexures or schedules and any amendments to this MOU which are in writing and signed by both parties.

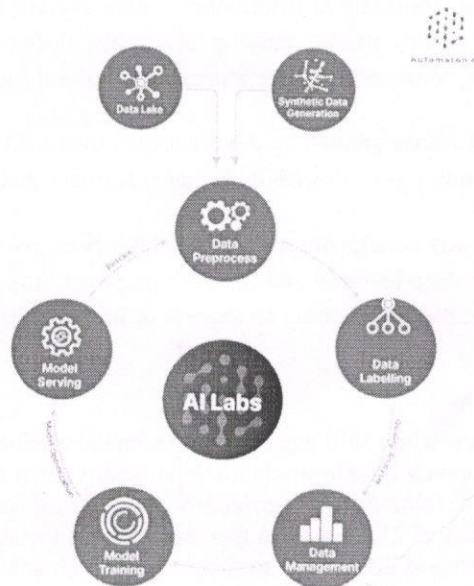
- 1.3 "Software/COELABS" shall mean deployment of Automaton AI Labs and provide related support & services for deep learning and research purposes only in AI/ML in the college premises according to the terms of this MOU and COELABS Features as Annexure I
- 1.4 "Effective Date" shall mean the execution date of this MOU as mentioned above.
- 1.5 "Term" shall mean term of this MOU.
- 1.6 "Business Day" means any weekday other than a bank or public holiday in India
- 1.7 "Charges" shall mean the charges relating to COELABS as stated in this MOU
- 1.8 "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected including but not limited to strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, lockdown, loss or malfunctions of utilities, communications or computer (software and hardware) services, industrial disputes affecting any of the party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars.
- 1.9 "Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade-marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;
- 2.0 "License" means the License granted by Automaton to Institute to use the COELABS in accordance with the terms and conditions of this MOU for deep learning and research purposes only in AI/ML.
- 2.1 "Institute" shall mean any college or university that has been granted legal permission by Automaton to use the License for deep learning and research purposes only in AI/ML and related activity. The permission, or license, can be given on an express or implied basis.

2. Objective

Today, there is a wide, and growing, skill gap between technical graduates and IT industry expectations. To propel India's digital economy transformation, it is imperative that the higher education system in the country bridges this gap by developing new curriculum and offering courses in emerging AI technologies. The National Education Policy 2021 recognizes this, and stresses the need for greater industry-academic linkages, and for higher education institutions to focus on research and innovation.

With the COELABS, you can keep pace with fast changing industry needs and expectations. It will help you in the following ways:

- **Equip your students with industry relevant AI skills:** In this age of data explosion, there is immense opportunity. Give your students the edge by equipping them with AI skills that will help them glean better insights and develop high-value solutions.
- **Unleash your students' creative potential:** India has an incredible opportunity to unleash the creative potential of the largest student population in the world by training them in the right skills to drive India's digital transformation.
- **Build a Strong Foundation in AI:** Understand ML, DL, embedded edge computing, etc. concepts from the ground up. Work through an end-to-end application development workflow to get practical understanding of what to expect when building AI solutions on the edge as well as on the cloud.
- **Build a strong reputation:** With ADVIT AI Labs, you can be recognized as an institute that is committed to train your students in the latest technology to prepare them for industry, and focus on faculty development.
- **Build capability for the long term:** Establish Institute's leadership and maintain it with the help of our partners, who will get you AI recommendations for end-to-end Technology Labs set up, course content, and the training to go with it.
- **Leverage our Partner Network:** Be it training, customizations of your lab set up, or maintenance and support requests, you can rely on our strong Partner Network for all your needs.



COELABS is a unique offer from Automaton for Universities & Education Institutions, to setup an Artificial Intelligence Lab of the necessary hardware, software & training.

The main objective of the program is to build the skill gap between Education institutes and the industry expectations by deploying a lab with emerging AI technology & edge computing etc. This Program is a complete “Center of excellence” marked as **ADVIT AI Labs**.

This COELABS also involves digital library in Machine Learning and Deep learning with the open-source technology content like Tensorflow, PyTorch, ONNX, Kubernetes, Dockers, etc. where you can use this to certify students in Deep Learning (DL) and Machine Learning (ML) or you can also use this as elective subject in AI.

With ADVIT AI Labs, you can keep pace with fast changing industry needs and expectations. It will help you equip your developers/students with industry relevant datacentric skills & unleash your student’s creative potential. Institute can build a strong reputation with AI corporates in India and around the world & get ready for the edge computing.

3. AI / ML / DL Career path for the students

- Math skills
 - Statistics
 - Derivative & Integrations
- Programming skills
 - Python
 - ML frameworks like Tensorflow, PyTorch, Keras, ONNX, etc.
 - PyCUDA (by Nvidia), Open VINO (by Intel), etc.
- Data Engineering skills
- Machine Learning Algorithms
 - Supervised learning
 - Unsupervised learning
 - Reinforcement learning
- Deep Learning Algorithms
 - Computer Vision
 - NLP
 - Generative Adversarial Networks (GANs)
 - Autoencoders

- Orchestration
 - Kubernetes
 - Dockers & Containers
- MLOPs
- AIOPs
- Explainable AI

4. Grant of License

Subject to the terms and conditions of the MOU, Automaton grants to Institute a non-exclusive, non-transferable License to use the COELABS for the deep learning and research purposes only in AI/ML and related activity. Institute shall use the COELABS solely for its internal research activity. However, the Institute shall not transfer or sublicense the COELABS to any third party, in whole or in part, in any form, whether modified or unmodified, provided that, the Automaton shall hold the exclusive ownership rights over the COELABS, data services tool, data server and all other equipment provided by the Automaton.

The purpose of this MOU is to establish the terms and conditions under which the Institute is willing to deploy COELABS into the Institute premise as described in Annexure I. Under this MOU, the Automaton shall grant rights to use the COELABS for the research purposes only in AI/ML and Deep Learning.

Institute has been engaged with Automaton as an AI partner in providing their expertise internally to Automaton and to Automaton clients through discussions, student interns, faculty consultancy, etc. Institute and Automaton hereby establish this MOU to express their desire to continue working together in areas of mutual interest devoted to the Institute.

Institute and Automaton wish to explore mutually beneficial activities to provide professional and scientific information for the potential advancement of AI models, research, information, and innovation in the AI technology whereas, the Automaton shall hold the ownership rights over any invention, AI models/software, and/or development where data and guidance provided by the Automaton to the Institute in such inventions process.

5. Software Provided "AS IS"

Automaton warrants that it has the right to provide the COELABS to Institute hereunder. Otherwise, Automaton provides the COELABS to Institute "as is." Automaton makes no warranties or representations that the COELABS is free of errors or defects, or that it adequately performs the functions it is intended to perform.

6. Acceptance Criteria

All deliverables by Automaton shall be reviewed by the Institute and any reasons for non-acceptance will be communicated to Automaton within thirty (30) days of receipt of deliverables, if Institute fails to communicate the same with the Automaton within period specified herein above, then the deliverables shall be deemed to have been accepted by the Institute.

7. Change in Scope

Any changes to this MOU must be evaluated by both the Parties to determine whether they constitute change to COELABS costs and/or delivery schedules ("Changes in Scope"). Requests for Changes in Scope must be by e-mail and accepted by the receiving Party prior to become effective. A Change in Scope may require re-evaluation of the costs and delivery schedule and a revised plan that has been mutually agreed upon will be issued to reflect the change.

8. Responsibilities of Institute

The Institute hereby accepts and agrees to perform following responsibilities.

- a. The Institute shall be responsible to volunteer to achieve the purpose of this MOU.
- b. The Institute shall provide all the required and prompt support and assistance to Automaton to achieve and meet the requirements of the Institute.
- c. The Institute may provide interns for 6-12 months on as and when required basis as per the assignment required by the Automaton at Automaton's premises.
- d. The Institute may host or participate in the seminars with Automaton jointly to promote AI technology.
- e. The Institute may develop at least three (03) AI Research projects yearly using the COELABS provided by the Automaton.
- f. The Institute shall provide feedback on the AI labs on the monthly basis.
- g. The Institute will assign dedicated person / single point of contact to communicate with Automaton about the COELABS provided by Automaton.
- h. The Institutes professor and students may report the projects progress on the semester basis to Automaton as per the project topics mentioned in the Annexure II.
- i. The Institute shall assign the project guide for all the projects under this MoU.
- j. The Institute may actively participate in the Faculty Development Program (FDP) for faculties every year.
- k. The Institute may collaborate with Automaton to take FDPs for the other institutes & educational faculties/institutes, etc.
- l. The Institute may collaborate with Automaton to conduct hackathons, webinars, seminars, symposium, workshops, conferences, new social products / ideas, in AI both at national and international level. The commercials & responsibilities of both Parties will be discussed separately on a case-to-case basis for such events/programs.
- m. Institute will mention Automaton name in all the published papers, journals, teaching material, etc. that will be developed using the COELABS.
- n. The Institute faculties shall provide required and prompt support and assistance to Automaton as per their requirement.
- o. The Institute will provide the necessary AI hardware/servers to Automaton to deploy & maintain COELABS in the Institute's premise (online mode)

9. Responsibilities of Automaton

The Automaton hereby accepts and agrees on the following:

- a. The Automaton shall deploy the COELABS after signing this MOU for the Term of this agreement.
- b. The Automaton may contact Institute for the student internships as and when needed.
- p. The Automaton may conduct hackathons, webinars, seminars, symposium, workshops, conferences, FDPs, products / ideas, in AI in collaboration with the Institute. The commercials & responsibilities of both Parties will be discussed separately on a case-to-case basis for such events/programs.
- c. The Automaton shall not be responsible for data leakage other than Automaton's premises.
- d. The Automaton shall not be liable for any cyber theft post COELABS deployment.
- e. The Automaton agrees to Institute on putting up the name in the AI education and research program of the Automaton.
- f. The Automaton may hire interns for the Automaton's internal projects from the Institute
- g. The Automaton shall provide newsletters and updates about the COELABS.
- h. The Automaton shall provide to the Institute the collaboration certificate.
- i. The Automaton shall provide certificate to the Institute's students and faculties.
- j. The Automaton shall provide the user manual and documentation to the Institute for how to use the COELABS.
- k. The Automaton will provide free feature upgrades of the COELABS until the term of this MoU.
- l. The Automaton may provide project topics to the to the Institute as per the Annexure II.
- m. Automaton shall collaborate with the Institute to develop "AI Research Center & Excellence".
- n. The Automaton shall provide "ADVIT AI Labs" certificate to the Institute's students and faculties.
- o. Automaton may help Institute to publish the research paper in AI in standard journals.
- p. Automaton shall work with the Institute to promote the AI technology in the Institute syllabus design, webinars, etc.

10. Maintenance Support

Automaton will provide to Institute the following support with respect to the COELABS:

- a. During the term of this MOU, the Automaton shall provide maintenance support for the faults (if any) or functional or operative errors in the COELABS.
- b. Automaton shall provide maintenance support to resolve the issue in case of failure of any tool of the COELABS and cooperate with Institute in case of cyber-attack by third-party.

11. Benefits to Institute from COELABS

- a. International branding of the Institute without any financial obligations.
- b. Automaton COELABS Appreciation letter for the association to the institute.
- c. To develop student's projects using real-world data
- d. Students project performance & tracking
- e. Students & faculties can develop AI model IPs using the COELABS
- f. Get statistics about the project development.
- g. Monitor & QA AI projects in runtime
- h. Annotate real-world data using the COELABS
- i. Students will develop real-world AI projects
- j. Institute can claim the appropriate marks while going through NBA/NAAC/NIRF/NABET and other ranking agencies

12. Success Criteria of the COELABS

The success criteria of the COELABS shall be defined by the following ways:

Automaton will take number of competitions in a year. There will be multiple colleges and universities participating in the competition. The best team performing in AI will be awarded based on the following criteria:

- a. Highest number of projects accomplished in Deep Learning and Computer Vision.
- b. Highest accuracy of real-time / Research AI models developed by the colleges in the yearly competition/hackathon held by the Automaton
- c. Highest number of accurate data annotated using the COELABS.

13. Media Release

Each party permit to other party the use of brand names, trade names, trademarks, and the like, for the purpose of marketing, promotions and advertising however publishing Party shall notify the other Party before use of such names. Each party agree and understand that any and all intellectual property vested in the COELABS is valuable to each providing party and therefore each party shall take all necessary measures to prevent the misuse and infringement of intellectual property provided by the other party. Both the parties shall publish papers or journals jointly where they have worked together using the COELABS research and ideas and projects shared with each other.

14. Data protection

The Data receiving Party shall secure the collected Data and forbid the dissemination of Data to any third party. The Data receiving Party shall also regulate

- a. Data Governance: The Data receiving Party shall follow the Data governance (DG) process for managing the availability, usability, integrity and security of the Data in enterprise systems, based on internal Data standards and policies that also control Data usage.
- b. Data Security: The Data receiving Party shall follow the practice of protecting Data from unauthorized access, corruption or theft.
- c. AI Security: The Data receiving Party shall have proper tools and technology to autonomously identify, respond and protect the potential cyber threats based on activities performed by the Data receiving Party.
- d. Model governance: The Data receiving Party maintain the proper module for risk measurement, risk management, avoiding risk and risk mitigate.

15. Data Privacy

Each Party shall (and shall procure that each of its relevant affiliates shall), and shall use reasonable endeavours to procure that any third party subcontractors shall, comply with their respective obligations under all applicable law such as Personal Data Protection Act (PDPA) regarding data protection in relation to all Personal Data and Confidential Information (together, "Protected Data") that is processed by it in the course of performing its obligations under this MOU, and take such steps as are reasonably required by the other Party to ensure that the other Party is able to comply with such law. This includes maintaining a valid

and up to date registration or notification under applicable law relating to Data protection. "Personal Data" and "processing" and "processed" have the meanings given to those terms in The General Data Protection Regulation (GDPR) and the applicable implementing the Health Insurance Portability and Accountability Act (collectively called as "Data Protection Laws"). The Data receiving Party acknowledges that, to the extent the disclosing Party is a data processor within the meaning of the Data Protection Laws, the disclosing Party shall (and shall use all reasonable endeavours to ensure that its sub-contractors shall) (i) only process Confidential Information, including any client data, in accordance with Data receiving Party's instructions and (ii) bring into effect and maintain all reasonable technical and organizational measures to maintain security, prevent unauthorized or unlawful access to or processing of Personal Data, and accidental loss or destruction of, or damage to, Personal Data, having regard to the technological development and the cost of implementing the measures, so as to ensure a level of security appropriate to: (A) the harm that may result from breach of those measures; and (B) the nature of the Personal Data to be protected. Further, the Data Protection Laws make it mandatory that Data receiving Party obtain contractual guarantees from all third parties who will be given access to or who become aware of Protected Data during the course of their visits to the Premises in order that they may undertake the role of a service provider. The Data Protection Laws also require Data receiving Party to ensure they have measures in place to prevent the unauthorized or unlawful use of Protected Data and to prevent accidental loss, destruction or damage to any personal information. The disclosing Party must therefore ensure, by way of written contract between it and its employees, subcontractors and individuals visiting the Premises on the disclosing Party's behalf, that if at any time a contractor becomes aware of Protected Data the disclosing Party or its contractors shall not (i) share this information with anyone outside of Data receiving Party, (ii) take any information away from the Premises, and/or (iii) duplicate or copy any Protected Data.

16. Modification

- a. The Institute agree and understand that, Automaton may introduce new features, feature upgradation or developments in COELABS during the term of this MOU.
- b. Any misuse of the COELABS, involvement of the third party to use the COELABS and any other unauthorised modifications to the COELABS shall amount to breach of this MOU.
- c. The Institute shall not make copies, decompile, modify, reverse engineer, or create derivative works out of the COELABS and other AI model development, data annotation and AI model deployment.

17. Assignment of Rights

The Institute may not assign, delegate, or transfer these terms or rights or obligations hereunder in any way (by operation of law or otherwise) without the Automaton's prior written consent. The Automaton may transfer, assign, or delegate these Terms and their rights and obligations without Institute's consent.

18. Confidentiality

Each party recognizes the importance of maintaining appropriate safeguards against improper disclosure of the other party's confidential information and recognizes that such disclosure may result in damage to the owner of the confidential information. Information protected by this paragraph is comprised of any and all non-public information about the disclosing party, including but not limited to: its techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing,

methods of operations, procedures, products and/or services (hereinafter, "Confidential Information"). Confidential Information does not include information that is or becomes publicly available through no wrongful act of the receiving party; was lawfully obtained by the receiving party from a third party without any obligation to maintain the Confidential Information as confidential; was previously known to the receiving party without any obligation to keep it confidential; or was independently developed by the receiving party without use of or reliance upon the Confidential Information. Confidential Information will include only that information furnished, disclosed, or transmitted that is marked as "confidential" or "proprietary" or information which the receiving party would reasonably construe to be confidential.

The receiving party agrees to hold Confidential Information in confidence; not to make use of it other than as required for the performance of this MOU; to release it only to employees, agents, or subcontractors requiring such Confidential Information; and not to release or disclose it to any other third party, except if mandated by law or legal process. Subject to the confidentiality obligations stated herein, nothing in this MOU will be construed to restrict either party from contracting for similar services with other persons or entities. The obligations under this Confidential Information provision will be in force for a period of two (2) year from the date of disclosure.

19. Disclaimer of Warranty

- a. Neither the Automaton shall make any representations or warranties concerning any content contained in or accessed through the COELABS, and Automaton will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the COELABS. The Automaton shall make no representations or warranties regarding suggestions or recommendations of services or material provided through the COELABS. The COELABS provided "AS IS" and without any warranty of any kind from the Automaton or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).
- b. THE SOFTWARE AND CONTENT ARE PROVIDED BY THE AUTOMATON (AND ITS AUTOMATONS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

20. Indemnity

Each Party shall indemnify and hold harmless the other Party and its directors, officers, employees, partners, subsidiaries, affiliates and assignees, or any of them, from and against

- Any losses, damages, liabilities, expenses (including reasonable attorney's fees) costs, claims, suits, demands, actions, causes of action, proceedings, judgments, assessments, deficiencies and charges arising out of or resulting from any material misrepresentation of any of the terms of this MOU by either Party.
- All costs resulting from, caused by, relating to or arising out of performance of either party of its obligations hereunder, and negligent acts or omissions or willful misconduct by either party in

connection with performance of its obligations hereunder, including any assertions regarding unfair competition or violations of laws, rules or regulations by either Party.

21. Limitation of liability

“AUTOMATON SHALL NOT BE LIABLE TO INSTITUTE FOR ANY LOST PROFITS, LOST REVENUES OR OPPORTUNITIES, DOWNTIME, OR ANY CONSEQUENTIAL DAMAGES OR COSTS, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF AUTOMATON KNEW OR SHOULD HAVE KNOW OF THE POSSIBILITY THEREOF”.

22. Intellectual Property Rights

All “Pre-existing work” including inventions, trade secrets, data, know-how, information, software or proprietary knowledge owned by either party prior to this MOU shall continue to be owned with respect to title, interests and rights by that party – unless expressly transferred to the other party by the owner. The IP rights vested in the Software components, Software ideas, architecture, materials, AI models, ML algorithms, data pre-processing techniques, data labeling techniques, products of Automaton, business ideas, business proposals, and AI applications code developed by Automaton shall be owned completely by Automaton. Each party shall hold the ownership rights over the data and intellectual property provided, developed and invented by respective party during the term of this MOU.

23. Dispute Resolution and Governing law

Any dispute, difference, controversy or claim (“Dispute”) arising between the Parties out of or in relation to or in connection with this MOU, of the breach, termination, effect, validity, interpretation or application of this MOU or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of consequent to or in connection with this MOU, shall be settled by the Parties by mutual negotiations and agreement.

If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the “Arbitration Act”). Each of the Parties shall appoint an arbitrator within fifteen (15) days of the receipt by a Party of the other Party’s request to initiate arbitration. The two arbitrators so appointed shall then jointly appoint a third arbitrator within fifteen (15) days of the date of appointment of the second arbitrator; such third arbitrator shall act as the Chairman of the tribunal. Arbitrators not appointed within the time limit set forth in the preceding sentence shall be appointed in accordance with the Arbitration Act. The decision of the Arbitrators shall be final and binding upon the Parties. The venue of arbitration proceedings shall be at Pune, Maharashtra. The language of the arbitration shall be in English.

This MOU shall be construed in accordance with the laws of India.

24. Assumptions

Sr. No	Assumption

1	The COELABS development activity will be carried out of Automaton Pune, India office
2	This MOU will be non-transferable to any other organization, institute, Pvt. Ltd., LLP, etc. other than the Institute.
3	The Institute will provide the necessary AI infrastructure to deploy COELABS in the Institute's premise.

Table 1: Assumptions

The invalidation of any of the assumptions can impact schedule, effort, and cost, which shall be discussed between Institute and Automaton.

25. Term and Termination

The term of this MOU shall begin on Effective Date and shall remain in full force and effect for a period of one (1) year and the Automaton shall notify the Institute one (1) month before the expiration of the term and thereafter this MOU may be renewed only by execution by the parties hereto of a new agreement or written extension hereof. (collectively, the "Term"). Either party may terminate this MOU upon thirty (30) days prior written notice to the other. In the event of a material breach by either party, the non-breaching party may terminate this MOU by giving written notice to the breaching party unless such breach is cured within such thirty (30) days.

Upon termination of this MOU for any reason before the term of the MOU, the Institute shall not be entitled to get refund of amount paid to the Automaton.

This MOU shall terminate, without notice upon;

If either Party goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction and where all the rights and obligations are validly assigned), dissolution, administration or receivership or ceases to carry on its business or is otherwise insolvent or unable to pay its debts on time.

26. General Provisions

The parties understand that nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the parties hereto execute a formal written MOU with respect to the subject matter of this MOU.

Relationship between the Parties: The relationship between the parties shall be of an independent contractor and shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for any other purpose. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Third-Party Beneficiaries: Unless explicitly stated otherwise elsewhere in this MOU, no Person other than the parties themselves has any rights or remedies under this MOU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

Force Majeure: If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this MOU, other than any obligation to make a payment, that obligation shall be suspended for the duration of the Force Majeure Event.

A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this MOU, must:

- (i) promptly notify the other; and
- (ii) inform the other of the period for which it is estimated that such failure or delay will continue.

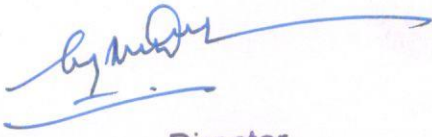


A party whose performance of its obligations under this MOU is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

Notices: Any notice or communication between the parties shall be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the addresses of registered office as mentioned above. If either party send any notice by mail, then notice will be effective on the date of receipt.

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

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures by way of putting thumb impression and signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

Name & Address	Signature, Date & Stamp
<p>Authorized representative of the Institute</p> <p>Name: <u>Brig Abhay A Bhat</u></p> <p>Designation: <u>Director, AIT</u></p> <p>Address: Alandi Rd, Dighi, Pune, Maharashtra, 411015</p> <p>Email: <u>director@aitpune.edu.in</u></p>	<p></p> <p>Director Army Institute of Technology Dighi Hills, Pune - 411015.</p> <p>May 24, 2023</p>
<p>Authorized representative of the Automaton</p> <p>Name: Bhushan Muthiyan</p> <p>Designation: CEO</p> <p>Address: S No. 691/1K/2, Adinath Nagar Gavhane Vasti, Nr. Sonali Store, Bhosari Pune 411039</p> <p>Email: <u>bhushan@automatonai.com</u></p>	<p></p> <p></p> <p>May 24, 2023.</p>

Annexure I

COELABS Software Features

Sr. No.	Features	On premise - COELABS
1	Number of users	25
2	Number of projects	10
3	User dashboard	Yes
4	DL Frameworks Supported	<ul style="list-style-type: none">• Tensorflow• Pytorch• Keras• Darknet
5	Project segregation	<ul style="list-style-type: none">• Yes
6	Automated Data Labeling	Yes
7	Deep Learning Model integration connectors	Yes
8	Data Export	Yes
9	Data Security	Yes
10	Identity & Access Management	Yes

Table 2: COELABS Software Features



Annexure II

Practical AI Student Projects – COELABS

1. Defense Research Projects:

- a. Drones
 - i. Object detection
 - ii. Precision spraying
 - iii. Vehicle detection
 - iv. People detection
 - v. Solar panel fault analysis
 - vi. Smart lane / runway motoring using the video data for aviation
 - vii. Change detection
- b. Video compression using AI
- c. Artificial Intelligence (AI) Monitor for Surveillance
 - i. AI monitoring system is required to convert the legacy Surveillance camera inputs into smart inputs using AI.
- d. AI in Inventory Management
 - i. AI in inventory management as a future enabler.
- e. Smartisation of Anti Infiltration Obstacle System (AIOS).
 - i. The smartisation of the AIOS as per new technology including cameras & sensors incorporating better surveillance features and AI, suitably integrated to provide a coherent
 - ii. picture will contribute immensely in further enhancing the effectiveness of the
 - iii. AIOS.
- f. Military Object Detection in Satellite Imagery Using AI
- g. Use of AI / DI Towards Development of an AI Engine for Analysis of Monochromatic / Multi-Spectral Satellite Imagery / UAV Video. AI Engine will enable Military Object Detection, Classification, Pattern Recognition and decision support

2. Face restoration using GANs

3. Image upscaling using GANs

4. Image Dehazing using GANs

And more projects can be discussed on case-to-case basis



महाराष्ट्र MAHARASHTRA

2023

BY 295171

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी तो स्टॅम्प ६ महिन्यांच्या आत वापर करायचा आहे.

दस्तावाप्रकार / अनुबंध क्रमांक : Agreement

दस्त नोंदणी करणार आहेत का : -----

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव : -----

भिल्लकतीचे वर्णन : -----

मोबदला रक्कम

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता

दुसऱ्या पक्षकाराचे नाव

हस्ते असल्यास स्वाक्षणा

मुद्रांक शुल्क

मुद्रांक विकत घेतलेल्या मुद्रांक

मुद्रांक विकत घेणाऱ्याचा पत्ता

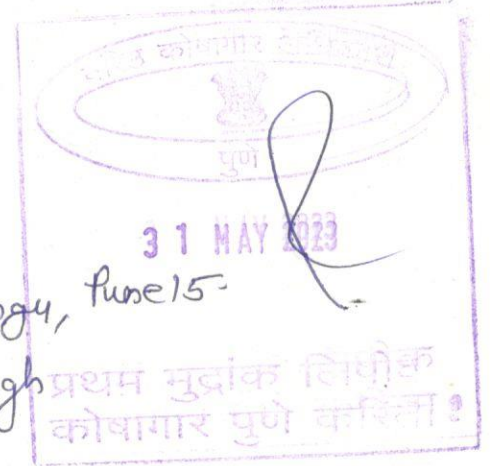
परवानाधारक मुद्रांक विकत घेतलेल्या मुद्रांक

पत्रवार्ता कक्षा

Army Institute of Technology,
XEFFICIENT PVT LTD.
M. Manmohan Singh

500/-
8450

07 JUN 2023



प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता

JOINT PATENT OWNERSHIP AGREEMENT

This JOINT PATENT OWNERSHIP AGREEMENT has been entered into on this Thursday of 15th June, 2023

BETWEEN

MR. Pitambar Panda an Indian national, aged about 23 years, having PAN: EVTPP2196C and Aadhaar: 4823 5445 0468 residing off FLAT NO. -304, S No. 295/2A, Sainik Residency, Near Tower Pune, Maharashtra 411047, India (hereinafter referred to as the "inventor 1", which

Signature of Brig Abhay A Bhat

Brig Abhay A Bhat (Retd)
Director
Army Institute of Technology
Dighi Hills, Pune - 411 015

Signature of Pitambar Panda
XEFFICIENT PRIVATE LIMITED

expression shall, unless it be repugnant to the subject or context hereof, mean and include his/ her legal heirs, administrators, nominees, successors and permitted assigns) on the **FIRST PART**;

MR. Priyanshu Dayal an Indian national, aged about 24 years, having PAN: GJPPD8530L and Aadhaar: 4671 4057 0369, residing off FLAT NO. -304, S No. 295/2A, Sainik Residency, Near Tower Pune, Maharashtra 411047, India (hereinafter referred to as the "**Inventor 2**", which expression shall, unless it be repugnant to the subject or context hereof, mean and include his/ her legal heirs, administrators, nominees, successors and permitted assigns) on the **SECOND PART**;

MR. Vishal Singh, an Indian national, aged about 24 years, having PAN: JHKPS5926R and Aadhaar: 5972 0604 4362, residing off FLAT NO. -304, S No. 295/2A, Sainik Residency, Near Tower Pune, Maharashtra 411047, India (hereinafter referred to as the "**Inventor 3**", which expression shall, unless it be repugnant to the subject or context hereof, mean and include his/ her legal heirs, administrators, nominees, successors and permitted assigns) on the **THIRD PART**;

(The Inventor 1, Inventor 2 and Inventor 3 are hereinafter collectively referred to as '**Inventors**' and individually as a '**Inventor**');)

AND

ARMY INSTITUTE OF TECHNOLOGY, an engineering college affiliated to Savitribai Phule Pune University (SPPU ID – PU/PN/ENGG/108/(1994)), registered under the provisions of Army Welfare Education Society (AWES), Societies Registration Act having registration number 13459 of 1983 and its registered office at Alandi Road, Dighi Hills, Pune, Maharashtra 411015 (hereinafter referred to as "**AIT**", which expression shall, unless it be repugnant to the subject or context hereof, mean and include successors and assigns) on the **FOURTH PART**;

AND

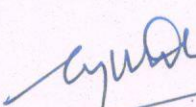
XEFFICIENT PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, bearing CIN: U29308PN2021PTC198902 and having its registered office at FLAT NO. -304, S No. 295/2A, Sainik Residency, Near Tower Pune, Maharashtra 411047, India (hereinafter referred to as "**Company**", which expression shall, unless it be repugnant to the subject or context hereof, mean and include successors and assigns) on the **FIFTH PART**;

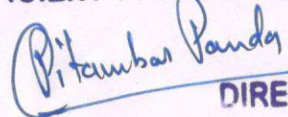
(The Inventor 1, Inventor 2, Inventor 3, AIT and Company are hereinafter collectively referred to as '**Parties**' and individually as a '**Party**').

WHEREAS:

- A) AIT is an educational institution imparting technical education and training. AIT is also engaged in promotion of entrepreneurship culture in and around the campus by providing multiple platforms to budding entrepreneurs through which AIT also supports its students in development and securing of intellectual property and where students can improve upon their business models, get mentorship by successful entrepreneurs, interact with investors and groom their entrepreneurship skills.
- B) The Inventors, were students of AIT and utilising the infrastructure of AIT and under the guidance of and with the support of AIT faculties have developed Vertical Axis Wind Turbine.
- C) In pursuance of the collaboration, the Owners (term defined hereunder) have jointly filed an application for grant of Patent (term defined hereunder). Further the Inventors have incorporated the Company for, *inter alia*, commercialisation of the Patent.

XEFFICIENT PRIVATE LIMITED


Brig Abhay A Bhat (Retd)
Director
Army Institute of Technology
Dighi Hills, Pune - 411 015


DIRECTOR

- D) The Parties have decided to execute this Agreement to define their, *inter se*, rights with respect to the Patent.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter made (the receipt and sufficiency of which are acknowledged), the Parties have agreed and do hereby agree in manner and form as hereinafter set forth.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless repugnant to the context the following terms used in this Agreement shall have the meanings respectively assigned to them:

"Agreement" shall mean this Joint Patent Ownership Agreement and includes all recitals, annexure, schedules and exhibits appended hereto, as may be amended and/or modified from time to time.

"Law" shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, government approval, directive, guideline, requirement or other governmental restriction or any decision or determination by, or any interpretation, policy or administration of any of the foregoing, or by any Authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter.

"Owners" shall mean the owners of the Patent being AIT and the Inventors.

"Patent" shall mean application for grant of patent titled 'VERTICAL AXIS WIND TURBINE ' dated 28/04/2021 bearing no. 202021046978 detailed in **Schedule** hereto filed by the Owners.

"Person" shall broadly be interpreted to mean and includes an individual, company, partnership, trust, unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government or any executors, administrators or other legal representatives of any individual in such capacity.

"Product" shall mean the product manufactured by utilising the Patent.

"Sales Revenue" shall mean the amount received through sale of the Products manufactured by the by the Company, less any sales returns and discounts, less Taxes.

"Taxes" shall mean any present and future tax, levy, imposed, duty, stamp duty, charge, fee, deduction or withholding in the nature of tax wherever imposed, levied, collected, withheld or assets by any government authority pursuant to the applicable Law.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words of any gender are deemed to include the other gender;
- (b) words using the singular or plural number also indicate the plural or singular number respectively;
- (c) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement;
- (d) the term "Section" refers to the specified clause of this Agreement;

Brig Abhay A Bhat (Retd)

Director _____ 3
Arr _____ Technology

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ent;
EFFICIENT PRIVATE LIMITED

Pitambar Panda
DIRECTOR

- (e) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (f) reference to any section, clause, sub-section, sub-clause, or schedule means an article, clause, sub-clause of or a schedule to this Agreement;
- (g) 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;
- (h) any term or expression used but not defined herein shall have the same meaning attributable to it under applicable Law; and
- (i) references to the word "include" or "including" shall be construed without limitation.

2. Terms Governing of Joint Ownership of the Patent

- 2.1 The Parties agree that the Patent is jointly owned by the Inventors and AIT and each Owner has their respective undivided interest Patent in the following proportion:

Name of Party	Percentage of undivided interest in Ownership of Patent
Inventor 1	25%
Inventor 2	25%
Inventor 3	25%
AIT	25%
TOTAL	100%

- 2.2 The Company was incorporated by the Inventors for commercialisation of the Patent and the Inventors and AIT shall enter into a separate agreement with the Company granting rights to the Company to commercialise the Patent.
- 2.3 Unless otherwise agreed to upon by AIT and the Company in writing, AIT shall have no rights in the Sales Revenue and/ or in the profits of the Company.
- 2.4 In the event the Company sub-licenses the Patent to any third party for commercial exploitation, AIT will be entitled to upto 4% royalty from the profit generated by such third party sub-licensee. AIT shall be entitled to receive such amount for a maximum period of 10 years from date of this Agreement.
- 2.5 In the event AIT and the Inventors decide to assign/ transfer the Patent to any third party, AIT shall be entitled to 25% of the sale proceeds from such assignment/ transfer of Patent. AIT shall be entitled to claim such 25% of the sale proceeds for a period of 10 years from the date of filing of the Patent i.e. from April 28, 2021 till April 27, 2031. In the event the Owners decide to sell the Patent, AIT shall, at the cost of Inventors/ Company, provide such support as may be reasonably required by the Inventors or the Company to complete the sale transaction.
- 2.6 AIT can sell its undivided interest in the Patent to the other Owners or to the Company on mutually agreed terms.
- 2.7 AIT will not independently commercialise the Patent.
- 2.8 Each Owner shall promptly sign and execute such documents as may be necessary for registering, perfecting, maintaining, protecting, and enforcing the Patent. The cost of maintaining and processing the Patent shall be borne by AIT.

3. Representations and Warranties

- 3.1 Each Party represents and warrants that:
- 3.1.1 it has full authority to enter into this Agreement and to carry out the provisions hereof;
 - 3.1.2 this Agreement is a legal and valid obligation, binding and enforceable in accordance with its terms; and
 - 3.1.3 it will comply with the applicable Law that is, or may become applicable to the Assignee.

Brig Abhay A Bhat (Read)

Director

Army Institute of Technology

Dighi Hills, Pune - 411 015

EFFICIENT PRIVATE LIMITED

[Signature]
DIRECTOR

- 3.2 The Inventors represents and warrants to the Assignee that the Patent is free of any claims, actions (including infringement actions), proceeding or other litigation pending charges, pledges, restrictions, adverse claims, rights of others, liabilities and encumbrances of any kind.

4. Indemnification

Each Party hereby indemnifies the other Party against any and all demands, claims, actions, causes, suit or any proceedings, or judgments, costs, charges and expenses that the other Party may incur to the extent resulting out of breach of this Agreement.

The Inventors agree to protect and fully indemnify AIT, its employees, representatives and its affiliates from any and all third party claims, liability, damages, expenses and costs (including reasonable attorney's fees) caused by or arising from (i) infringement of third party rights on account development, use, licensing or transfer (including commercialisation) of the Patent.

5. Term and Termination

This Agreement shall expire/ terminate upon AIT ceasing to hold 25% undivided interest in the Patent.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Indian laws. Subject to Section 7 below, the courts at Pune, India shall have exclusive jurisdiction to try and entertain any issues arising out of this Agreement.

7. Arbitration

Any dispute arising between the Parties in connection with this Agreement which cannot be amicably resolved between the Parties within 30 (thirty) days shall be referred to arbitration.

Any such dispute shall be referred to a sole arbitrator appointed as per the Arbitration and Conciliation Act, 1996 or any other statutory re-enactment or modification thereto for the time being in force. The seat of the arbitration shall be Pune and the language of arbitration shall be English. The arbitration award shall be final and binding on the Parties.

8. Notices

All notices, demands, requests, statements, instruments, certificates, drawings, documents or other communications given, delivered or made by, or on behalf of, either Party to the other under or in connection with this Agreement shall be in English.

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth in this Agreement or to such address or email id's as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, when sent recognized international courier 1 (one) day after deposit, or when sent by mail (registered, return receipt requested) at that address, 4 (four) days after the notice or communication is put into transmission; and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

Brig Abhay A Bhat (Retd)

Director

Army Institute of Technology
Dighi Hills, Pune - 411 015

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XEFFICIENT PRIVATE LIMITED

P. S. Tambur
DIRECTOR

9. **Miscellaneous**

9.1 **Severability**

In the event that any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if the unenforceable part or parts were. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

9.2 **Counterparts**

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

9.3 **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties, and supersedes any prior negotiations, arrangements, understandings or representations of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

9.4 **Amendments**

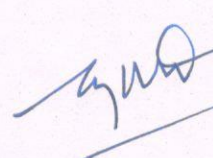
The terms of this Agreement shall not be altered or added to, nor shall anything be omitted therefrom, except by means of a supplementary deed in writing duly signed by both the Parties.

9.5 **Waiver**

Failure of any Party at any time to enforce any provision of this Agreement or to require performance by the other Parties of any provision of this Agreement shall not be construed as waiver of such provision and shall not affect the validity of this Agreement or any part of it or the right of the relevant party to enforce any provision in accordance with its terms.

9.6 **No third party interest**

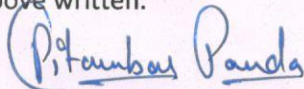
Except otherwise agreed in this Agreement, nothing contained in this Agreement, whether express or implied, shall be construed to give to any Person other than the Parties, any legal right, remedy, or claim under or in respect of this Agreement.


Brig Abhay A Bhat (Retd)
Director
Army Institute of Technology
Dighi Hills, Pune - 411 015

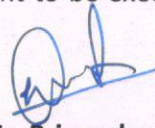
XEFFICIENT PRIVATE LIMITED

DIRECTOR

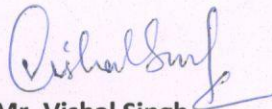
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.



Mr. Pitambar Panda
("Inventor 1")

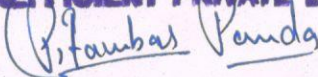


Mr. Priyanshu Dayal
("Inventor 2")



Mr. Vishal Singh
("Inventor 3")

For XEFFICIENT PRIVATE LIMITED
XEFFICIENT PRIVATE LIMITED



Mr. Pitambar Panda **DIRECTOR**
Co-founder, Xefficient Pvt. Ltd.

For ARMY INSTITUTE OF TECHNOLOGY ("AIT")



Brig Abhay A. Bhat (Retd.)
Director, AIT

Brig Abhay A Bhat (Retd)
Director
Army Institute of Technology
Dighi Hills, Pune - 411 015



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XEFFICIENT PRIVATE LIMITED
CIN: U29308PN2021PTC198902

Regd. Office: FL NO. -304, S NO-295/2A, SAINIK RESIDENCY, NR-TOWE PUNE CITY
PUNE MH 411047 IN

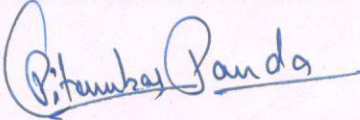
Email id: vishalnow4@gmail.com Contact No: 9149155300

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF XEFFICIENT PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY ON WEDNESDAY 14TH DAY JUNE, 2023 AT 11.00 A.M.

To authorise Mr. Pitambar Panda, Director to sign Memorandum of Understanding (MOU) with Army Institute of Technology, Pune on behalf of the company

RESOLVED THAT Mr. Pitambar Panda, Director of the Company be and is hereby authorised to sign , execute Memorandum of Understanding (MOU) to be entered into with **Army Institute of Technology, Pune** and other deeds, documents, papers, writings etc. and to do all such acts, deeds, things matters etc. as may be required for the said purpose on behalf of the company.

For and on behalf of the Board of Directors of
XEFFICIENT PRIVATE LIMITED



MR. PITAMBAR PANDA

Director

DIN: 09080456

DATE: 14/06/2023

PLACE: PUNE



MR. PRIYANSHU DAYAL

Director

DIN: 09080457



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ZEUS NUMERIX

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Army Institute of Technology
Dighi Hills, Pune 411015

And

ZEUS NUMERIX PRIVATE LIMITED
3rd Floor, Pushpak Business Hub,
Bhumkar Chowk, Wakad, Pune, India 411057

Alain

This MEMORANDUM OF UNDERSTANDING is entered on 07 September 2023.

BETWEEN

Army Institute of Technology, an institution declared as the Institution of National importance by the act of Parliament with its principal office located at Dighi Hills, Pune 411015 (Hereinafter referred to as INSTITUTE)

AND

Zeus Numerix Pvt Ltd. (Hereinafter referred to as ZNPL) having registered office at M03 SINE, IIT Bombay Campus, Powai, Mumbai 400076 and having a DSIR (Govt of India) certified R&D office at 3rd Floor, Pushpak Business Hub, Bhumkar Chowk, Wakad, Pune, India 411057. ZNPL is an R&D and D&D company having major focus in the design, development and certification of various strategic systems. ZNPL is the first and only Indian company in India to have developed engineering software including CFD, CEM, Dynamics and Control, and various other tools. ZNPL is certified by CEMILAC (GoI) for R&D and design certification.

This MOU shall commence from the date of its signing and shall continue for a period of **Three years** from date of its signing. Unless either party notifies in writing to the other party of its intention to terminate this MOU thirty days in advance.

This MOU is not legally binding contract and under no circumstances does this memorandum subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under national applicable law.

INSTITUTE and ZNPL recognize that they share common goals and are desirous to establish a cooperative arrangement for mutual Benefit.

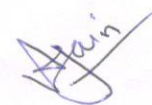
The said arrangement between INSTITUTE & ZNPL will be in the following areas:

Alain

01. **Technical Training Programs (TTPs):** TTPs helps to improve the knowledge & the skills of the individuals. An individual undergoing TTPs can benefit in multiple ways. It will give an opportunity to understand the job currently handling and its importance, which will lead to productivity improvement. This MOU also envisages a series of Technical Training Programs for Industry. Technical Training Programs could be organized for various Trades/ Engineering branches. INSTITUTE will be resource organization for TTPs and charges and revenue of the TTPs are worked out with mutual discussions.
02. **Industrial Testing & Use of Laboratories:** It is an important area to collaborate for both INSTITUTE & ZNPL. INSTITUTE in the last 25 years has developed State of the Art laboratories. Ltd., ZNPL members shall utilize the various Laboratories that are available with INSTITUTE. The equipment & faculty expertise could be used by the Industry for varied purpose on chargeable basis as decided by INSTITUTE.
03. **Joint R&D Projects:** The problems faced by an Industrial undertaking are many and required medium to high end R&D for solution. INSTITUTE and ZNPL will identify such research problems and propose solution to R&D Boards. Since the primary focus will be R&D, INSTITUTE will be lead partner in the projects. In case of consultancy projects having large R&D content, INSTITUTE again will be lead partner. For other consultancy projects ZNPL will be lead partner and will co-opt INSTITUTE faculty for domain expertise. In all cases ZNPL will take the responsibility for writing proposals and their submission. Once approved – formal administrative procedure will be taken care of by Lead Partner.
04. **Industry Visit:** It is an activity where student community would like to experience the real-life work situations. This MOU will provide an

opportunity to the students of INSTITUTE of different Branches to visit the premises of ZNPL.

05. **Summer Internship/ Final Placement Programs:** The students of INSTITUTE have to undergo Summer Internship Programs in different fields, based on the area of Specialization. This MOU will provide opportunities to the students of INSTITUTE to pursue Internship Programs at ZNPL. Possibility of Final Placement can also be explored in the purview of this MOU.
06. **Guest Faculty/ Visiting Faculty:** INSTITUTE will invite ZNPL experts to share their experience with Students of INSTITUTE through Entrepreneurship Development Cell of various Departments. These lectures would be organised on a mutually agreeable time & date. It is expected that ZNPL will depute the Senior Executives who are ready to share their experience with students of INSTITUTE.
07. **Mock Interviews:** Mock interviews will enable candidates to have a fair idea about the sort of things they are going to experience at actual interviews, and prepare them how accurately they can deal with it. ZNPL will support INSTITUTE for conducting Mock-Interviews for the final year students.
08. **Confidentiality:** As part of this MOU, either party will acquire or develop confidential and proprietary information concerning its dealings and methods of dealings. Both parties agree that such Confidential Matter is for the other party's exclusive benefit and that, either party will not directly or indirectly use or disclose any Confidential Matter, except for specified purpose. Receiving party shall use the Confidential Matter of the other party only to its employees, directors and advisors on a 'need to know' basis. Disclosing party does not give any warranty for accuracy or completeness of Confidential Mailer. Upon the termination of this MOU, either party will promptly return all the Confidential Matter to the other party. The confidentiality obligations stated herein shall survive for three



(3) years after termination of this MOU. The obligations contained in this Clause shall not apply to information in public domain or is received from a third party without restrictions or is developed independently or is in possession of the receiving party.

09. **Presentation /Dissertation Evaluation:** As a part of curriculum the students of INSTITUTE are preparing dissertation /Presentation. ZNPL will support this activity of INSTITUTE by sharing technical data and the necessary guidance to the students to make their dissertation/ Presentation technically perfect and unique.
10. **Joint Working Group:** INSTITUTE & ZNPL will establish a "Joint Working Group" to manage and execute the cooperative activities mentioned in this MOU. The Parties will endeavor to ensure that the Working Group is composed of the representatives of the Industry and institutes that will work to achieve the objectives of this association.
11. **Agreements for Research Collaboration:** Each research collaboration undertaken by the parties here under shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:
- a. The nature, scope and schedule of the research collaboration.
 - b. The form of the research collaboration.
 - c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
 - d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.

e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

12. **Settlement of Dispute**: Any dispute arising out of work related with this MOU will be settled through mutual discussion.


13. **Signed in Duplicate**: This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

**Army Institute of Technology
(INSTITUTE)**

By


Name: Brig Abhay A Bhat

Title: Director

Date: September 7, 2023

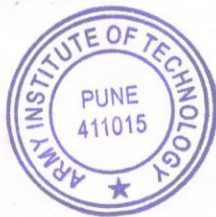
Witness

Sign: 

1. Dr. Surekha K.S

Sign: 

2. Dr. Rahul M Desai



On behalf of

Zeus Numerix Private Limited (ZNPL)

By


Name: Abhishek Jain

Title: Chief Business Officer

Date: September 7, 2023



Witness

Sign: 

1. Basant Kumar Gupta

Sign: 

2. Irshad Khan

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Army Institute of Technology (AIT), Pune,

&

Ethosh Designs Pvt. Ltd., Pune

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5th day of June – Two Thousand Twenty Three (05.06.2023),

BETWEEN

Army Institute of Technology (AIT), Dighi, Alandi Rd, Pune, Maharashtra 411015, the First Party represented herein by its Director, **Brig Abhay A Bhat (Retd)** at AIT, Alandi Road, Dighi, Pune - 411015, (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Ethosh Designs Pvt Ltd

the **Second Party** and represented herein by its **Head of L&D, Mr. Ravindra Palekar, Office # 413, Pride Silicon Plaza, 4th Floor, B-Wing, Senapati Bapat Road, Near Chatushringi Temple, Pune- 411016, Maharashtra** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators, and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
Army Institute of Technology, Alandi Road, Dighi, Pune,
- B) The Parties intent to co-operate and focus their efforts on co-operation within area of Skill Based Training, Education and Research.
- C) Both Parties, being legal entities in themselves, desire to sign this MOU for advancing their mutual interest.
- D) **Ethosh Designs Pvt Ltd** – the Second Party is engaged in designing & developing User and Digital Experiences/Solutions, Technical Visualization, AR-VR Solutions, Digital Campaign strategies for the corporates, esp. Healthcare & Engineering companies.
- E) **Ethosh Designs Pvt Ltd** –, the Second Party is promoted by its **Co-founder & Executive Director, Mr. Jitendra Dahale, Office # 413, Pride Silicon Plaza, 4th Floor, B-Wing, Senapati Bapat Road, Near Chatushringi Temple, Pune- 411016, Maharashtra**
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

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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 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Students of the First Party to involve in Industrial Training Programs offered by the Second Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party. In certain scenarios, First Party may also offer its Labs / Sites for setting up the hands-on training location.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of qualified students of the First Party into internships/jobs.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies to bridge the skill gap and make them industry ready. The programs and property developed by the First Party students will be owned by the Second Party. First Party cannot claim any right on any development, content or programs created during this engagement.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

- 2.7 There is no financial commitment on the part of the **Army Institute of Technology**, the First Party, to take up any program mentioned in the MoU. If there is any financial consideration that emerges, it will be dealt separately. If both the parties will be indulging in the specific paid certificate courses and will share revenue for the same. The revenues will be decided and agreed upon depending on the scope of work for both the parties.

CLAUSE 3 VALIDITY


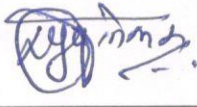

- 3.1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Ethosh Designs Pvt Ltd, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner Ethosh Designs Pvt Ltd, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 3.2. Second Party will be making significant investments in running this program in terms of equipment, trainers, course content, infrastructure, and time. First Party needs to commit the success to this program by making sure students enrolled into the program complete the course. If NOT, Second Party has full right to shut down that course with immediate effect.
- 3.3. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

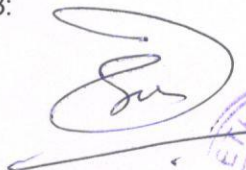

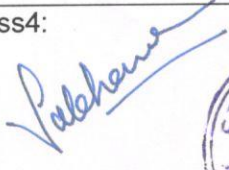

- 4.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune.

AGREED:

<p>First Party For Army Institute of Technology,</p> <p>Brig. Abhay A. Bhat (Retd.) Director Mob. +91 7249250118 Authorized Signatory</p> <p> Director Army Institute of Technology Dighi Hills, Pune - 411015.</p>	<p>Second Party For Ethosh Designs Pvt. Ltd.</p> <p>Mr. Ravindra Palekar Head – L&D Mob. +91 7738446551 Authorized Signatory</p> <p> </p>
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Name of Institution- Army Institute of Technology	Name of Industry- Ethosh Designs Pvt Ltd
Address: Alandi Road, Dighi, Pune - 411015	Address: 413, Pride Silicon Plaza, S B Road, Near Chatushringi Temple, Pune 411016
Contact Details: Brig Abhay A Bhat (Retd.) +91 7249250118	Contact Details: Mr. Ravi Palekar Mob. +91 7738446551
E-mail: director@aitpune.edu.in	E-mails: rpalekar@ethosh.com
Website: https://www.aitpune.com	Website: https://www.ethosh.com/

<p>Witness1: Mr. Sushant Deshpande Head – Technology Business Ethosh Designs Pvt. Ltd. Pune</p>	<p>Witness2: Ms. Suraja Palekar HR Manager Ethosh Designs Pvt. Ltd. Pune</p>
<p>Witness3:</p> <p> </p>	<p>Witness4:</p> <p> </p>



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as “MOU”) has been agreed, made and executed on this 03rd. day of October, 2023 (“3-10-2023”),

Between

Cranes Varsity Private Limited (Cranes Varsity) (a Subsidiary Company of **Cranes Software International Limited**) having its office at #82, Presidency Building, 3rd & 4th Floor, St. Marks Road, Bangalore - 560 001, Karnataka, India(hereinafter referred to as “**Cranes Varsity**”, which expression shall unless repugnant to the context and meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns);

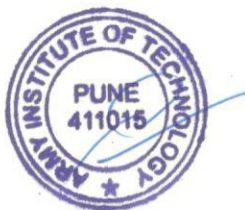
And

Army Institute of Technology, (AIT) Pune, India, is an Educational Institute. It was established in the year 1994 to cater to the wards of army personnel, (hereinafter referred to as “AIT”, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns. Hereinafter referred to as “**AIT**”, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns.

(**Cranes Varsity** and **AIT** shall hereinafter be collectively referred to as the “**Parties**” and individually referred to as “**Party**” in this MOU)

WHEREAS:

- i) **Cranes Varsity** is a pioneer Technical Training institute turned EdTech Platform offering Technology educational services for over 24 years. Being a trusted partner of over 5000+ reputed Academia, Corporate & Defence Organizations it has successfully trained 1 Lakh+ engineers and placed 70,000+ engineers. Cranes Varsity offers high-impact hands-on technology training to Graduates, Universities, Working Professionals, and the Corporate & Defence sectors.





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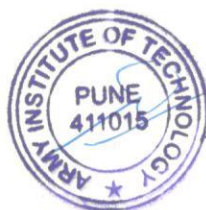
- ii) **AIT** is an Educational Organization catering to the growing requirements of Higher Education for the wards of army personnel. AIT desires to provide and inculcate in its students' values and inner development in order for them to perform better as students and be leaders for growth in nation building.
- iii) **Cranes Varsity** carries a legacy of being the Authorized-training partner for Texas Instruments, MathWorks, Wind River & ARM. Cranes Varsity has training leadership in EMBEDDED, MATLAB & DSP, extending training domains to emerging industry trends like Automotive, IoT, VLSI, Java full-stack, Data Science & Business Analytics. They have excellence in delivering corporate training in various technologies. They are the preferred training partners for MNCs like Honeywell, Autoliv, Ford, Collins Aerospace Royal Enfield, SHARP, Tech Mahindra, Tata Elxsi & more. Cranes Varsity is also a preferred & listed Corporate Training Partner of many DRDO's & PSU's such as SDSC ,NPOL, CDOT, LRDE, BEL , BEL Academy for Excellence , Indian Naval Academy, DIAT, & Others.
- iv) **AIT** intends to appoint Cranes Varsity as Authorised Training Partner (ATP) on the terms agreed to herein, in order to conduct short term courses in the area of Automotive, IoT, VLSI, Java full-stack, Data Science & Business Analytics etc. Further, **Cranes Varsity** and **AIT** in support of their interest in the field of education are desirous of promoting activities of mutual interest way of this MOU.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES

AIT desires to create a precedent by offering suitable and pertinent learning and offerings to its students, alumni, wards of army personnel, retired or serving defence personnel, persons or employees from industry and other institutes, for their skill development in the area of Automotive, IoT, VLSI, Java full-stack, Data Science & Business Analytics etc. **AIT** has represented that it is a leading institution that offers high quality education and its priority is to provide training in the areas mentioned above for generation of skilled manpower in these areas.

- 1.1. **Cranes Varsity** has agreed to be Authorised Training Partner (ATP) in such mission through its offerings and assures and represents to AIT that it has all the required permissions, authorizations, licenses etc either from any Regulators or authorities of the





government or from any national or international bodies or universities or institutions to render this service to AIT and to the participants.

- 1.2. Both the Parties, hereby express their commitment to collaborate with each other to conduct the Certificate/PG Diploma courses and allied activities for the target population mentioned in para 1.2 above.

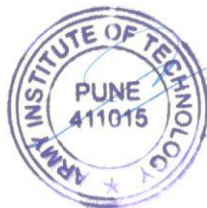
2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator ("**Facilitators**") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the courses and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the purpose and objectives envisioned under this MOU.

3. RESOURCES

AIT shall make arrangements by providing such classrooms, laboratories, audio-visual equipment and other facilities as shall be required for conduct of the training courses and/or programs with respect to the Offerings.

- 3.1. **Cranes Varsity** shall nominate such experts, trainers and support staff as it deems necessary for conducting and providing training to participants in the courses and programs pursuant to this MOU.
- 3.2. **Cranes Varsity** if necessary shall provide support to orient **AIT's** teachers to conduct the sessions as advised by **Cranes Varsity** for the candidates at **AIT** and shall provide such external support as required.
- 3.3. The Parties agree to distribute reading materials/ promotional/ literature to the participants, through any means including but not limited to audio and/or video recordings, books and magazines as deemed fit by **Cranes Varsity**. **Cranes Varsity** shall share the content of such reading materials, literature, video recordings and other such material with **AIT**, before distributing the same to the participants.





4. OFFERINGS AND OBLIGATIONS OF CRANES VARSITY AND AIT

4.1. Cranes Varsity shall:

- i) Assist AIT to advertise the courses.
- ii) Design the course content of the courses to be offered to participants.
- iii) Provide experts/trainers for the conduct of the courses.
- iv) Monitor the progress of participants, evaluate and assess the participants.
- v) Conduct examination and provide certification to the participants. Participants will be evaluated after every module. The evaluation process will consist of test, assignments and Mock interview. Project will be integrated along with training. At the end of the program students who have successfully completed the program, submitted project and have scored min. 60% will only be shortlisted for placement opportunities.
- vi) Provide placement assistance. Participants will be groomed for placement readiness through soft skills, Mock interviews & Interview readiness programs Each candidate will be assisted with placement opportunities till the candidates gets placed, provided the candidates follows delicately the campus placement process of Cranes Varsity.

4.2. AIT shall:

- i) Advertise the courses and admit the participants for the courses.
- ii) Collect the fees from participants and will keep account of the same.
- iii) Coordinate all the activities for smooth conduct of the course such as communication with participants, schedule of sessions etc.
- iv) Provide all equipment and consumables required for conduct of the course. Cranes Varsity shall provide list of such items before start of the course.
- v) Take initiatives such that participants shall attend the sessions conducted by Cranes Varsity with an objective to upgrade their skills.
- vi) Facilitate participants to attend as per the training schedule.
- vii) Jointly conduct surveys at regular intervals to find the effectiveness of the courses/programs conducted pursuant to this MOU.
- viii) Encourage its participants to share written, audio and/or video testimonials with respect to any training programs conducted by Cranes Varsity;
- ix) Provide lab assistant for conduct of lab sessions.

4.3 Batch Size & Admission Criteria: There will be a batch of at least 40 students for each certificate course. Advertisement for the courses will be given in various





media prior to 1 month of the start of the course and applications will be invited from the candidates. If the number of applications received for a course is more

than the batch size then a test will be conducted and admissions will be given as per following preference & merit in the test conducted:-

- i) Preference 1- AIT Alumni and students.
- ii) Preference 2- Army Personnel serving/ retired, their wards, spouses and Defence personnel applying through DGR.

5. FINANCIAL UNDERSTANDING

5.1. **Cranes Varsity** shall provide its services with respect to conduct of courses on chargeable basis at all times as agreed. It is hereby agreed that the income and certain expenses relating to training courses, shall be charged in the following manner.

- i) **Cranes Varsity** in consultation with **AIT** will decide before the start of every course, total fees to be charged to the participants including GST and other charges.
- ii) The income from course fees excluding GST and other fees will be distributed as **60%: 40%** between **Cranes Varsity** and **AIT** respectively.
- iii) The participants may be allowed to pay the fees in instalments.
- iv) Discount to be offered in the fees to be charged to the participants, will be shared in the **60:40** ratio between **Cranes Varsity** and **AIT** respectively.
- v) **Cranes Varsity** will bear all expenses related to conduct of entire training which includes design and development of training modules, trainers' remuneration/salary and their travel and other expenses and any other expenditure not mentioned by **Cranes Varsity** before the start of the course.

5.2. Logistic:

Cranes Varsity shall reimburse the expenses with respect to all actual to and from travel expenses, including but not limited to train, bus, flight, and taxi, borne by all the trainers who are invited to **AIT** for conducting or coordinating sessions/programs. **Cranes Varsity** shall make arrangements for accommodation facilities to such trainers

6. TERM

6.1. This MOU has been executed for the purpose of conducting Certification Programs /PG Diploma sessions at the premises of **AIT** in blended or hybrid mode





- 6.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of two years thereafter.
- 6.3. This MOU shall terminate after completion of the term of two years from the Execution Date and subject to renewal, without any financial obligations of Parties, except for any pending reimbursements and costs as provided herein.
- 6.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.
- 6.5. Either Party may voluntarily terminate this MOU by giving a one months' notice in writing to the other. In such case, all the responsibilities regarding courses being conducted at that time are to be completed by both parties.
- 6.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.

7. ASSIGNMENT

This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

8. INTELLECTUAL PROPERTY

- 8.1. Neither Party shall exercise any rights in the Course conduct methodology and allied activities, logo, trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.
- 8.2. All intellectual property rights including all (i) copyrights and other rights associated with works of authorship throughout the world, including neighbouring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all

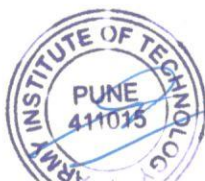




- 8.3. other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations,
- 8.4. divisions, or reissues thereof now or hereafter in effect (“IPR”) with respect to (a) “Courses & Modules”, (b) “Assessment & Evaluation”, (c) “Placement Assistance”, their techniques and/or connected procedures therein and (d) the title and content/modules or any other information shared with AIT, its staff, students and teachers, as the case may be, as part of the Offerings of Cranes Varsity, and (e) other trademarks belonging to **Cranes Varsity** or of those of its associates, (collectively referred to as “**Cranes Varsity Courses & Modules**”) as and when used by **Cranes Varsity** under license shall always vest with **Cranes Varsity** or its associates, as applicable. **Cranes Varsity** reserves the right to use the same internally or externally at its sole discretion.
- 8.5. This MOU in no way creates or conveys any ownership interests in Course Conduction IP to AIT. AIT shall only use such Course Conduct IP or any part thereof, in the manner and form previously approved in writing by **Cranes Varsity** and in coordination with and assistance of **Cranes Varsity** authorized representatives.
- 8.6. **Cranes Varsity** reserves the right to modify, change or improve their Training methodology/IP in the manner it deems fit and implement such changed versions of training methodology/IP or allied techniques at any time during the term of this MOU.
- 8.7. The Parties agrees that all ownership rights in any and all testimonials submitted in accordance with Clause 4.2 (iv) above shall vest with **Cranes Varsity**.

9. INDEMNITY

- 9.1. Except for cost reimbursements, the services provided by **Cranes Varsity** with respect to the Offerings are on a mutual basis and free of cost. Only willing participants for their own wellbeing / self-development are required to participate. AIT may for development of its students make the **Cranes Varsity** courses/ programs, modules as part of its curriculum. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability to anybody who participates and therefore no damage can arise therefrom. No indemnity is therefore provided herein. The Parties agree that **Cranes**





- 9.2. **Varsity** programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.
- 9.3. In the event **AIT** breaches the terms of Clause 8 (intellectual property) of this MOU, **Cranes Varsity** shall be entitled to seek specific performance against the **AIT** for performance of its obligations under Clause 8 (intellectual property) of this MOU in addition to any and all other legal or equitable remedies available to it.
- 9.4. Cranes Varsity agrees and undertakes that it shall be solely answerable and responsible for the claims, demands, disputes or actions in law or otherwise with regard to or against any course contents, reading or study materials, methodology, quality of the course contents or teaching or services, correctness and the authenticity of the contents, its own intellectual rights with regard to the contents or methodology either owned or licensed to it, and also with regard to any permissions or licenses from any regulators, government authorities, national or international institutions, universities, or publishing houses, privacy or social media regulators and AIT has no responsibility or control on all these aspects of this MOU. Cranes Varsity indemnifies AIT against any claims, costs and expenses, legal or attorney fees in defending or prosecuting such actions or proceedings.

10. GOVERNING LAW, JURISDICTION & ARBITRATION

- 10.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. In case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within 30 days, failing which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be English and place of arbitration shall be Pune the Award of the Arbitrator shall be binding on the parties subject to the rights of the parties under the said Act.
- 10.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction in Pune shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.





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Cranes Varsity
'Where Technology Meets Excellence'

11. MISCELLANEOUS

11.1 This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the

entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.

11.2 This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.

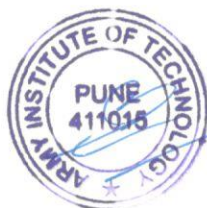
11.3 This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement.

11.4 If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11.5 The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

11.6 None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between **Cranes Varsity** and **AIT** and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It is on a principle to principle basis.

11.7 **AIT** agrees that the participants to any of the **Cranes Varsity** course shall participate voluntarily.






IN WITNESS WHEREOF the Parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For **CRANES VARSITY PRIVATE LIMITED**

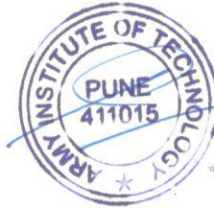

[Arpita Mishra]
Senior VP
Date:

For **ARMY INSTITUTE OF TECHNOLOGY (AIT),**


[Brig Abhay Bhat]
Director AIT
Date:

Witnesses:

1. Dr. G. R. Patil 
- 2.



(11)

MEMORANDUM OF UNDERSTANDING (MOU)

For

**Skill Based Training, Internship, Consultancy
and Collaborative Research & Development**

BETWEEN

Army Institute of Technology, Pune 411015

&

eSec Forte Technologies Pvt. Ltd.

eSec Forte® Technologies P. Ltd.

Registered Office: A-2/10, A-2 Block, Rohini Sector- 5, New Delhi – 110085

Mailing Address: Plot - 285, 2nd & 3rd Floor Udyog Vihar, Phase- 4, Gurugram, Haryana - 122015

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P: +91-124-4264666 **E:** Info@esecforte.com **W:** www.esecforte.com

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 26th Day of Oct, 2022

Between

Army Institute of Technology

And

eSec Forte® Technologies Pvt. Ltd. with Corporate Office at 285, Udyog Vihar 4, Gurgaon, 122015, Haryana, India is a CMMi Level 3 certified Global Consulting and IT Security company with offerings across Cloud Security, Cyber Forensics, Malware Detection, Security Audit, Red Team Assessment, Threat Hunting, Security Operations Control, Penetration Testing, Secure Access Management, Risk Assessment, IOT Security etc.

We are emplaned by CERT-INDIA for providing Information Security Auditing Services. We are PCI DSS QSA and are authorized by the PCI Security Standards Council to validate an entity's adherence to PCI DSS.

1. **Whereas Army Institute of Technology, Pune** (hereinafter referred to 'AIT' or as First Party and the expression shall include all its present and future units) is an Institute of National importance providing education in the field of forensics.
2. **Whereas eSec Forte Technologies Pvt Ltd – eSec Forte** (hereinafter referred to as 'eSec Forte' OR 'Second Party') shall include its successors – in-office, administrators and assigns is engaged in Consulting, R&D, Implementation, and standardization activities in the field of Cyber Security and Digital Forensics.

Aim

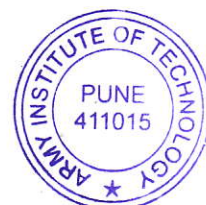
3. Both the parties to this agreement wish to undertake activities for mutual benefit in the true spirit of Skill Based Training, Education and Collaborative Research &

eSec Forte® Technologies P. Ltd.

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Development which will promote more effective use of each of their resources and provide each of them with enhanced opportunities. **The aim of this Memorandum of Understanding is to lay down the framework for both parties to engage in long term collaboration** within the scope of activities as mentioned in the subsequent para.

Objectives & Scope of Activities

4. The objectives and scope of activities envisaged are as follows:

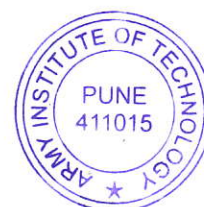
- a. **Joint Research and Development.** Both Parties have agreed to carry out the joint research activities in the field of Information Security, Cyber Forensics, Internet Technologies including Internet of Things, Blockchain, Crypto and Industry 4.0, Web 2.0, and Web 3.0. The joint research development activities will include scaling of the existing projects and programs.
- b. **Students Internships:** Both the parties have agreed that students of Army Institute of Technology, Pune will be offered suitable internship opportunities by eSec Forte.
- c. **Joint Projects.** Both, first party & second party will work together to identify projects of importance in the area of Cyber Security, Cyber Forensics & Internet Governance and may jointly apply for any grant in aid with different Government of India ministries / departments and also on PPP model. The work plan can be decided by mutual consent of both the parties.
- d. **Digital Forensic Research Lab.** Creation of Digital Forensic research Lab at **Army Institute of Technology, Pune** campus in collaboration with eSec Forte which can then work in tandem for advanced Digital Forensics research in India. The lab can be used by both the parties to create their offerings & programs.
- e. **Cyber Security Research Lab.** Creation of Cyber Security research Lab at **Army Institute of Technology, Pune** campus in collaboration with eSec Forte which can then work in tandem for advanced Cyber Security research in India. The lab can be used by both the parties to create their offerings & programs.

eSec Forte® Technologies P. Ltd.

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- f. **Open Internet Standards & Protocols.** To create indigenous Internet protocols & standards to make globally accepted make in India IT products.
- g. **Forensic Accounting.** Reviewing the technology dimension of forensics embedded in the indigenous accounting standards in the field of forensic accounting.
- h. **Tools & Products.** eSec Forte will advise **Army Institute of Technology, Pune** on the latest tools & products available globally which may benefit **Army Institute of Technology, Pune** in Academic & research work. The advice will however will not be binding for both the parties.

Terms & Conditions

5. The broad Terms & Conditions within which both the parties would work are:

- a. This MoU does not have any financial bindings. However, where specific collaborative work/project tasks involve funding, both parties would engage on mutually agreeable terms & conditions.
- b. Both parties can mention this MoU and use the logo / name of each other on print & digital media to reflect collaboration.
- c. eSec Forte will endeavor to position **Army Institute of Technology, Pune** at various international organizations for any meetings/ conferences related to work of joint project development or research activity.
- d. eSec Forte will offer internship opportunities to students at **Army Institute of Technology, Pune.**
- e. Both the parties will provide inputs to each other in developing suitable skills / training systems, keeping in mind the needs of the industry and the nation.

Project Agreements

6. This being an Umbrella MoU, both the parties would sign separate agreement for each new project on case-to-case basis on mutually agreed terms and conditions.

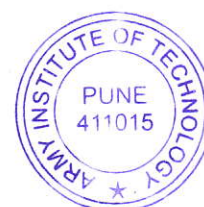
Intellectual Property Rights

eSec Forte® Technologies P. Ltd.

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7. Each party shall continue to remain the sole owner of its material contributed to any joint Project / Research. Arrangements relating to new intellectual property rights jointly created should be agreed in writing by both parties.

Arbitration

8. Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act of India. The place of the arbitration shall be at New Delhi, India.

Amendments, Duration & Timeline

9. The MoU will be effective as follows:
- Amendments to this memorandum of Understanding can only be made after consultation and with mutual written consent of both the parties.
 - This memorandum of understanding shall be effective from the date of signing of MoU and continue for a period of five years from that.
 - This memorandum of understanding may be terminated by a party after 30 calendar days' notice to the other party with reason for doing so. In the event of Termination, both parties will have to discharge their obligations.

Confidentiality and Data Protection

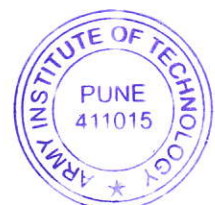
10. Both Parties will not disclose to any third party or itself, except in the performance of this Agreement, any Confidential Information that may be made available to it in connection with its performance of this Agreement, except as may be specifically authorized in writing by a duly authorized representative by other party.
11. The term "Confidential Information" means and includes all information furnished or made available to the parties orally or in writing pursuant to this Agreement or in connection with a Task Order, without limitation, non-public Intellectual Property, Deliverables, ideas, concepts, procedures, agreements, notes, summaries, reports, analyses, compilations, studies, lists, charts, surveys and other materials, both written and oral, in whatever form maintained concerning the business of other party and its clients, customers and/or Subcontractors. Confidential Information shall also include, without limitation, any reports, findings, conclusions, recommendations, or reporting data and analysis prepared by Subcontractor for Company in furtherance of this Agreement.

eSec Forte® Technologies P. Ltd.

Registered Office: A-2/10, A-2 Block, Rohini Sector- 5, New Delhi – 110085

Mailing Address: Plot - 285, 2nd & 3rd Floor Udyog Vihar, Phase- 4, Gurugram, Haryana - 122015


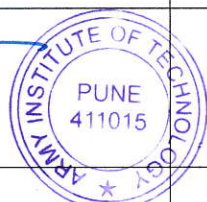


Mumbai | Bangalore | Delhi | Gurugram | Singapore | Sri Lanka



Non-Solicitation

From the Effective Date until eighteen (18) months following the date of termination, each Party, on behalf of itself and its Affiliates, agrees not to, either directly or through others, solicit, initiate discussions with or attempt to solicit any present officer or employee of the other Party or its Affiliates with whom it has contact during the discussions contemplated by this Non-Disclosure Agreement, or who becomes known to it through disclosure of Confidential information, to terminate his or her relationship with the other Party; provided, however, that the foregoing restriction shall not apply to any such person who (a) has ceased to be employed by a Party or any of its Affiliates for at least six (6) months; or (b) responds to a general solicitation for employment such as may be contained in or on a newspaper, trade publication, a Party's website or employment website.



AGREED:

On Behalf of <u>Army Institute of Technology, Pune</u>	On behalf of eSec Forte
 	 
Director Brig. Abhay Bhat	Sh. Sachin Kumar
Director	Director
<u>Army Institute of Technology</u>	eSec Forte Technologies Pvt Ltd
Alandi Road, Dighi, Pune-411015	Gurugram - 122015

Witness:

1. Dr. Sunil Dhore 
2. Dr. Sagar Ramc 

Witness:

1.  Lt. Col (Dr.) Santosh Khadsare
2.  Dr. U.V. Awasarmol

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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is made on this 25th day of June 2021 ("**Effective Date**")

By

Fortytwo42 Technology Innovations Private Limited, a company registered under the Indian Companies Act, 2013, having its registered office address at Office No: 205, 206, 207, Floor No.2, Siddh Icon, Sr.No.1/1A/29/1&2, Baner Road, Pune Maharashtra- 411045 through its authorized representative Mr. Swaminathan Iyer (hereinafter referred to as "**FT42 Labs**")/**Receiving Party No.1**", which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the **First Part**;

And

Army Institute of Technology, a premier Engineering College, established in 1994, affiliated to University of Pune, being located at, Alandi Road, Dighi, Pune, Maharashtra -411015 through its authorized representative Mr. Brig Abhay A Bhat (hereinafter referred to as "**AIT**")/**Receiving Party No.2**", which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the **Second Part**;

in favour of

National Stock Exchange of India Limited having its registered address at Exchange Plaza, C -1, Block G, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 through its authorized representative Mr. [●] (hereinafter referred to as "**NSE**")/**Disclosing Party**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its subsidiaries, affiliates, group companies, successors and assigns) of the **Third Part**.

NSE shall be disclosing certain proprietary and/or Confidential Information under this Agreement and shall be hereinafter referred to as the "**Disclosing Party**" and the Receiving Party No. 1 and 2 receiving such proprietary and/or Confidential Information of the Disclosing Party shall be hereinafter be collectively referred to as the "**Receiving Parties**".

WHEREAS:

- (A) Receiving Party No.1 and 2 are desirous of jointly developing a system related to "Fine-Grained Access Control & Authorization using Provable Cryptographic Identity based Crypto-system". i.e. a cryptosystem with an objective to build a security system which is believed to be useful for organisations dealing with sensitive information like defence agencies, NSE etc.
- (B) The Receiving Parties have presented their proposal to build the above -mentioned system in front of National Cyber Security Coordinator (hereinafter "**NCSC**"), which coordinates with different agencies at the national level for cyber security matters.
- (C) The Receiving Parties have represented to the Disclosing Party that, the said proposal is under consideration by NCSC for providing the Receiving Parties a funding subject to, the Receiving Parties submitting a proposal to NCSC by naming agencies of national importance like defence agencies, the

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Disclosing Party dealing with sensitive data which could be potential users of their system for ensuring better security etc.

- (D) The Receiving Parties have approached the Disclosing Party to provide consultative support and practical understanding of security systems and other alike intelligence, based on its industry knowledge for the development of the system at its Research and Development stage (R & D). The Receiving Parties have further requested the Disclosing Party to provide a Letter of Intent to collaborate for receiving such consultative support and practical knowledge, which shall enhance their chances of getting the funding from NCSC ("**Purpose**").
- (E) Based on the representations of the Receiving Parties, and subject to terms and conditions of this Agreement, the Disclosing Party has agreed to provide the Receiving Parties the Letter of Intent to be given to NCSC confirming that it shall provide the necessary support in good faith.
- (F) Pursuant to the above understanding between the parties, the parties intend to enter discussions with each other for the specific Purpose mentioned hereinabove.
- (G) For the Purpose, it is necessary for the Disclosing Party to disclose and share certain information with the Receiving Parties, which may be of a strategic, proprietary, non-public commercial, technical, and confidential in nature.
- (H) The Receiving Parties recognize that careful protection and non-disclosure of the Disclosing Party's such strategic, proprietary, and confidential information by them is necessary.
- (I) In order to proceed with the Purpose, the Disclosing Party has agreed to provide certain Confidential Information (hereinafter defined) concerning the Purpose and the Receiving Parties have agreed to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below. For avoidance of doubt, it is hereby clarified that, for the purposes of this Agreement, the Disclosing Party shall include its employees, representatives, subsidiaries, affiliates, group companies, advisors, and branch offices in any jurisdiction.

IN CONSIDERATION of the Receiving Parties having access to the Disclosing Party's Confidential Information and for other good and valuable considerations (the receipt and sufficiency of which is hereby acknowledged), each party agrees to the following terms and conditions:

1. The term "**Confidential Information**" for the purpose of this Agreement shall mean any and all information relating to the Disclosing Party disclosed by the Disclosing Party (whether on or after the date of this Agreement and whether in written, oral, graphic, electronic or other tangible or intangible form) or any other medium and irrespective of whether such information is marked as "**confidential**" or not and irrespective of whether such information has any commercial value or not) to the Receiving Party or obtained by the Receiving Party for the Purpose, including but not limited to, the terms and conditions of this Agreement, any and all financial, technical, non-technical information, data, business operations information, market and distribution related information, business and strategy plans, agreements with third parties, selection process, ideas and creative works belonging to the Disclosing Party (regardless of whether such information is protected under copyright, patent or trademark and/or trade secret laws) , including but not limited to, all tangible information, documents, data, papers, statements, copyright, techniques, any business/ customer information and trade secrets, business forecasts, research, work in progress, program formats, software/s, website information and methods, projects, sales and marketing plans, future development plans, and information relating to or arising out of the Purpose, including but not limited to, all aspects pertaining to and relating to the business practices, its internal systems and their functionalities, safety, security technology and/or software used for business operations of the Disclosing Party in

June 16, 2021

connection with the above mentioned Purpose or otherwise, and includes proprietary information.

benefit from the Confidential Information.

2. Notwithstanding any other provision of this Agreement, the Receiving Parties acknowledge that Confidential Information shall not include any information that:

- (a) is or becomes publicly available without breach of this Agreement other than as a direct or indirect result of any breach of this Agreement).
- (b) becomes lawfully available to the Receiving Parties from a third party free from any confidentiality restriction or obligation under this Agreement.
- (c) is required to be disclosed under any relevant law, regulation or order of court, or under any directives or order by governmental, supervisory or regulatory body, applicable laws, or rules of any stock exchange having jurisdiction over the Disclosing Party, Group (as defined below) provided that the Receiving Party shall as far as legally possible give the Disclosing Party reasonable written notice prior to such disclosure, subject to applicable law, so that the Disclosing Party may seek a protective order or other appropriate remedy; in the event that no such protective order or other remedy is obtained, or the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party shall furnish only that portion of Confidential Information which is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information to the extent possible;
- (d) Was previously in the possession of the either of the Receiving Party/ and which was not acquired directly or indirectly from the Disclosing Party in breach of the confidentiality obligations under this Agreement ; or
- (e) Is independently developed by the Receiving Parties without breach of this Agreement and without any use of or

3. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent. The term "Group" in relation to or in context of the Receiving Party shall mean and include the Receiving Party together with each of its employees, personnel, representatives, subsidiaries, affiliates, advisors, and branch offices in any jurisdiction. The disclosure to the Group shall be strictly on a need-to-know basis and only to the extent necessary for each of them to perform its duties in relation to the Purpose, provided that the Receiving Party shall be responsible for any breach of the Group.

4. The Receiving Party shall hold and keep in strictest confidence, any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information but in no case less than a reasonable degree of care. The Receiving Party shall promptly provide the Disclosing Party with a written notice of any actual or threatened breach of the terms of this Agreement.

5. The Receiving Party shall only make such copies of any Confidential Information or any documents containing Confidential Information as may be required for carrying out the Purpose and shall not otherwise reproduce, publish, reverse engineer, decompile or disassemble any Confidential Information.

6. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made hereunder within 7 (Seven) days of receipt of the request unless the Receiving Party is required to retain a copy of such Confidential Information subject to any applicable laws or compliance policies.

7. The Disclosing Party warrants that it has the legal right and authority to make the

June 16, 2021

disclosure of the Confidential Information under this Agreement and to permit the use of the Confidential Information by the Receiving Party strictly in terms of this Agreement.

8. The Disclosing Party either by itself or in its affiliates, group companies, subsidiaries shall retain all right, title, and interest in the Confidential Information. The Receiving Party acknowledges that damages may not be sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.
9. The Receiving Party does not acquire any rights on Confidential Information under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
10. All intellectual property rights (IPRs) of the parties shall continue to be vested with the respective parties and nothing contained herein is intended to convey or assign or license any such rights of either Party to the other.
11. Receiving Party shall not modify or erase the logos, trademarks etc., of Disclosing Party or any third- party present on the Confidential Information. The Receiving Party shall not use or display the logos, trademarks etc., of the other Disclosing Party in any advertisement, press etc., without the prior written consent of the Disclosing Party.
12. In addition to the limitations on the use and disclosures of Confidential Information set forth herein, it is agreed that with respect to the Purpose, the parties shall not issue or release or confirm any statement to the general public, to the news media, or to any third party, except with the prior concurrence of the other party, both as to the content and timing of any such issue or release or confirmation. The parties agree not to attribute any information to the other party: (i) in any public medium (e.g., press releases, web sites), (ii) for advertising or promotional purposes, or (iii) for the purpose of informing or influencing any third party, including the Purpose, without the other party's prior written consent. This provision shall survive the termination of this Agreement.
13. The Disclosing Party shall not be liable to the Receiving Parties hereunder for amounts representing loss of profits, loss of business or indirect, consequential, or punitive damages of the other party in connection with the provision or use of Confidential Information hereunder. The Disclosing Party makes no warranties of any kind, whether expressed or implied, as to the accuracy, reliability, or completeness of the Confidential Information.
14. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
15. This Agreement shall be governed by the laws of India. All rights and obligations under this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Mumbai, India.
16. Any disputes or differences arising out of or pertaining to this Agreement shall be first resolved by the Parties through mutual negotiations and discussions, failing which such disputes / differences shall be subject to arbitration proceedings and each party shall appoint its arbitrator, who in turn will appoint a third arbitrator. Arbitration proceedings shall be conducted at Mumbai, India, in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modification thereof. The award passed by the arbitrator(s) in pursuance of such arbitration proceedings shall be binding upon both parties

June 16, 2021

hereto. All arbitration proceedings shall be conducted in the English language.

17. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party.
18. In the event that, any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
19. Nothing in this Agreement shall prevent the parties from engaging in discussions with any third party(ies) regarding the Purpose, or any other possibility of a related proposed business relationship, provided that the terms of this Agreement are strictly complied with during such discussions.
20. All notices or requests under this Agreement shall be in writing and shall be delivered or mailed (by registered post, A.D.) to addresses mentioned above. Notices or requests given by personal delivery shall be deemed given and received at the time of delivery, and notices or requests given by mail shall be deemed given and received after confirmation of delivery from the postal department.
21. Nothing contained herein shall imply or be construed to mean a commitment by either party to avail the services/ products of the other party or to enter any further contractual arrangements of any nature. However, in the event, the Disclosing Party is desirous of exploring any business transaction with the Receiving Parties, it may enter definitive documents to capture such proposed transactions in the future as it may deem fit.
22. This Agreement shall commence on the Effective Date and shall remain in full force and effect up to 2 year from the Effective Date in case the Purpose Agreement is not entered

between the parties. Additionally, this Agreement shall remain in full force and effect in accordance with the term of the Purpose Agreement and will continue to bind the parties for a term of 1 year after the expiry or termination of the Purpose Agreement, whichever is earlier. The parties may further renew this Agreement for such further period as mutually agreed between the Parties. Notwithstanding anything contained herein, the Disclosing Party may at any time, without assigning any reason, terminate this Agreement by providing the Receiving Parties 30 (thirty) days written notice, indicating the same. For avoidance of doubt, the termination of this Agreement by Disclosing Party shall lead to automatic revocation of the Letter of Intent provided by the Disclosing Party for the proposed Purpose, the Receiving Parties shall take the necessary actions to communicate the dis-engagement between the parties to NCSC. The Receiving Party shall promptly return to the Disclosing Party at its request, destroy all copies of Disclosing Party's Confidential Information (including all data (personal or otherwise) pertaining to the Disclosing Party in its possession within 7 (seven) business days from the date of request by the Disclosing Party in this regard and will certify to the Disclosing Party in writing that it has complied with the confidentiality obligations mentioned herein.

23. The Receiving Parties shall not assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the Disclosing Party. Any attempt to do so shall be void. This Agreement shall be valid and binding on the successors-in-title of the Parties.
24. The Receiving Parties agree that, in the event any of its personnel/ employees are required to visit the premises of the Disclosing Party to avail consultative support or advance discussions in relation with the Purpose, it shall comply with the code of conduct and policies of the Disclosing Party. Further such personnel and employees shall obtain the necessary gate pass, adhere to security checks. No visitation rights shall be allowed except a

June 16, 2021

prior written consent of the Disclosing Party in this regard.

25. Data Protection: The Receiving Party has complied with and shall continue to comply with all relevant requirements of Data Protection Legislation. For the purposes of this Clause, "Data Protection Legislation" means all statutes, enacting instruments, laws, regulations, decisions in India concerning the protection and/or processing of personal data, as may be amended or be applicable from time to time including relevant provisions of the Information Technology Act, 2000 and rules thereof. Notwithstanding anything to the contrary contained herein or any other document, the Receiving Party hereby agrees, confirms and affirms that it shall not collect, process, store, exploit or use any data (personal or otherwise) pertaining to the Disclosing Party, for any reason whatsoever, without the prior written consent of the Disclosing Party. In the event such consent is provided by the Disclosing Party, any collection, processing, store or use of data in such form and manner as may be mutually agreed between the parties in writing and in accordance with the applicable laws including the Data Protection Legislations.

26. Indemnity: The Receiving Party for itself, its affiliates, resources, employees, personnel,

subsidiaries (if applicable) will save and hold the Disclosing Party, its affiliates, subsidiaries and group companies harmless against all losses, damages, claims, penalties, liabilities and expenses including legal costs howsoever arising from or incurred as a result of the following:

- All losses, damages, claims, penalties suffered, expenses incurred in defending the suits or proceedings consequent to failure of the Receiving Party to act in accordance with the terms and conditions of this Agreement.
- Any loss/damage which may be sustained or suffered by the Disclosing Party due to breach of intellectual property rights of such Disclosing Party and/or any third party due to reasons directly attributable to the Receiving Party or due to its performance or non-performance of its obligations under this Agreement.
- Any liability, loss or penalty arising out of non-compliance of its obligations under statutory requirements and other applicable laws, statutes, regulations, and rules.
- Any fraud, gross negligence or fraudulent conduct, wilful misconduct, or wilful default by the Receiving Party or its Group.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the day and year first above written.

For and on behalf of	For and on behalf of	For and on behalf of
National Stock Exchange of India Ltd. (NSE)	Fortytwo42 Technology Innovations Private Limited 	Army Institute of Technology 
Name:	Name: SWAMINATHAN IYER	Name: ABHAY A BHAT
Title:	Title: STRATEGIC INITIATIVES	Title: DIRECTOR
In the Presence of:	In the Presence of:	In the Presence of: 
Name:	Name:	Name: Sagor



Army Institute Of Technology (AIT) Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186
Exch : 7249250183, 7249250184, 7249250185

Website : aitpune.com Email : aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

Memorandum of Understanding Between Army Institute of Technology (AIT), Pune And CopperCloud IOtech Pvt Ltd

This is a Memorandum of Understanding between **Army Institute of Technology (AIT)** represented by **Brig. Abhay A Bhat (Retd.)**, Director AIT Pune hereinafter referred to as **AIT - the 'Party No 1'**

and

CopperCloud IOtech Pvt Ltd, incorporated under the Company's Act 2013 (CIN U74999PN2018PTC178960) represented by **Brig. Vilas Deogirikar**, Director hereinafter referred to as **CopperCloud - the 'Party No 2'**.

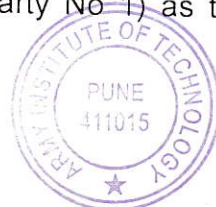
This is an "In-Principle, Broad - Based MOU" between the two parties in the nature of "Expression of Intent". This document, by itself, has no financial implications. Separate MOUs for specific services shall be drawn up on need basis, with mutual consent.

Whereas the Party No 1 runs an Engineering Institute at Pune, has a range of activities in the Internet of Things (IoT) space in its academic curriculum and the Party No 2, has a business in Internet of Things (IoT) space, and the Company also has a Training Vertical involved in imparting IoT training to faculty and students in academic domain.

Whereas both the parties after discussion have decided to enter into a Memorandum of Understanding as per details in succeeding paragraphs.

Whereas the Institute (Party No 1) wishes to engage the services of CopperCloud IOtech Pvt Ltd (Party No 2) as the professional consultants on all matters concerning **Internet of Things (IoT)** dealt with by the Institute in the course of their academic curriculum.

Whereas CopperCloud (Party No 2) has shown interest in associating with the Institute and is willing to collaborate with the Institute (Party No 1) as their Industry Partner (IP) in the specialized field of **Internet of Things (IoT)**.





Army Institute Of Technology (AIT) Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186

Exch : 7249250183, 7249250184, 7249250185

Website : aitpune.com Email : aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

Whereas the two parties have identified some of the areas for collaboration in the IoT space which are listed as under:

1. Conduct Seminars / Webinars on IoT and other related emerging technologies.
2. Conduct regular IoT workshops for students of Electronics and non-Electronic streams
3. Conduct Faculty Development Program (FDP) in **IoT and Enabling Technologies**
4. Conduct Guest Lectures in IoT and related subjects as Industry Expert.
5. Assist in setting up an IoT Lab & Center of Excellence in IoT.
6. Provide internships to students to be selected based on their performance in IoT Workshops conducted by CopperCloud IOTech.
7. Mentor students in their projects in IoT subjects, both during CopperCloud teams' visits to the Institute as well as online (remote guidance).
8. Undertake joint consultancy and R&D Projects in IoT and allied areas.

This is an "In-Principle, Broad - Based MOU" between the two parties *in the nature of 'Expression of Intent'* Separate MOUs for specific services shall be drawn up on need basis for collaboration for any or all the above services (under the scope stated vide paras 8 to 11)

This MOU will initially be in force for a period of 3 years from the date of signatures, from 1 April 2021 to 31 March 2024 It can be renewed thereafter on a yearly basis by mutual consent.

Signed this 23. day of Apr. 2021.

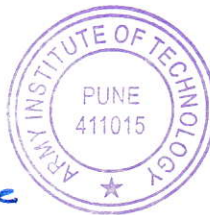
For PARTY No 1

Signed

Name. Brig. Abhay A Bhat (Retd.)

Designation /Title Director, AIT Pune

Date 23 Apr 2021



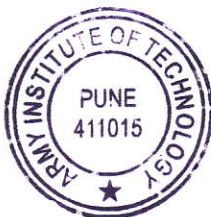
For PARTY No 2

Signed

Name. Brig. Vilas Desai/CA2

Designation /Title Director Ops

Date 23 Apr 2021



**Memorandum of Understanding
Between
Army Institute of Technology (AIT), Pune
And
Dr Anuraag Mohan**

This is a Memorandum of Understanding between **Army Institute of Technology (AIT)** represented by **Brig. Abhay A Bhat (Retd.), Director AIT Pune** hereinafter referred to as **AIT - the 'Party No 1'**

and

Dr Anuraag Mohan, Fremont, CA, USA, hereinafter referred to as the 'Party No 2'. Dr. Mohan has more than 14 years of experience working at National Semiconductors, Texas Instruments, Maxim Integrated and Bosch in USA. He is currently VP of Engineering at Crocus Technology.

This is an "In-Principle, Broad - Based MOU" between the two parties in the nature of "Expression of Intent". This document, by itself, has no financial implications. Separate MOUs for specific services shall be drawn up on need basis. with mutual consent.

Whereas the Party No 1 runs an Engineering Institute at Pune, and the Party No 2, is an expert in Sensor Design and Integration with CMOS circuits. Both the parties after discussion have decided to enter into a Memorandum of Understanding as per details in succeeding paragraphs

Whereas the Institute (Party No 1) wishes to associate Party no. 2 as an expert mentor for Student projects in the course of their academic curriculum.

Whereas Dr. Anuraag Mohan (Party No 2) has shown interest in associating with the Institute and is willing to collaborate with the Institute (Party No 1) as an expert mentor in his domain of expertise.

Whereas the two parties have identified some of the areas for collaboration as under:

- a. Informational sessions once every 4 weeks for TE and BE.
- b. Mentor a group students for core technology projects.

Both the parties agree on following terms:

- c. There is no financial implication on any party.
- d. As an outcome of work done under this MOU publications if any will be co authored by party1 and 2.
- e. If any of the research projects done under this MOU are patentable, the Intellectual Property Rights will be owned by either party 1 or party 2 or both, on case to case basis.

This MOU will initially be in force for a period of 1 year from the date of signatures, from 1 December 2021 to 30 November 2022 It can be renewed thereafter on a yearly basis by mutual consent.

Signed this day of2021.

For PARTY No 1

Signed

Name... Brig Abhay A Bhat

Designation /Title ... Director

Date ... 01/12/21 Director
Army Institute of Technology
Dighi Hills, Pune - 411015.

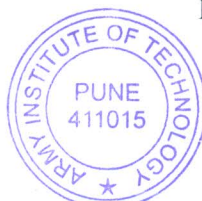
For PARTY No 2

Signed

Name.....

Designation /Title.....

Date.....





Army Institute Of Technology (AIT) Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186
Exch : 7249250183, 7249250184, 7249250185

Website : aitpune.com Email : aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

Memorandum of Understanding

This Memorandum of Understanding has been entered into between Smt. Asha Suhas Gogate, residing at D6/3 Salunkhe Vihar, Kondhwa Pune 411048.

AND

Brig Abhay A Bhat (Retd), Director, Army Institute of Technology, an Institute setup under the aegis of AWES at Dighi Hills Pune 411015, on this day of Twelve March 2021.

Smt. Asha Suhas Gogate (referred to hereafter as Donor) and Army Institute of Technology (referred to hereafter as AIT, Pune) having agreed as follows –

I. PURPOSE

(a) AIT, Pune is considering setting up an Electric Vehicles Laboratory (EV Lab) to enhance research and development culture in AIT Pune in new generation technologies in general and electrical vehicle area in particular. During discussions with Mrs. Asha Suhas Gogate, she expressed a desire to set up a Laboratory for students in the memory of her late husband Lt. Col Suhas Govind Gogate.

(b) Mrs Asha Gogate has agreed to provide funds for setting up of a Laboratory for student research and training on Electric Vehicles (EV Lab) within the premises of AIT, Pune and AIT, Pune has agreed to name the Laboratory in gratitude to commemorate the service rendered by Lt. Col Suhas Govind Gogate, in service of the nation.

(c) The purpose of this MOU is to pen down this transaction.

II SCOPE

1. This MoU defines the obligations and responsibilities of AIT, Pune and the Donor as follows: -

(a) The Donor will donate an amount of Rs10,00,000 (Rs. Ten Lakhs only) in suitable instalments, for setting up of the EV Lab.

(b) The EV Lab will be set up within the premises of AIT, Pune and will be duly certified/ registered with the Govt. authorities.

(c) AIT, Pune will take the overall responsibility of setting up of the EV Lab, procurement of equipment and undertakes to run the activities/ research in the EV Lab on an ongoing basis by arranging the requisite resources and maintenance on its own.



(d) AIT, Pune will establish all the necessary basic facilities of Electric Vehicle Development within the AIT, Pune Campus

(e) The following minimum facilities/ Equipment will be provided/ procured by AIT, Pune for setting up of the EV Lab: -

Ser	Equipment	Qty
(i)	E bike (Assembled)	1
(ii)	E Rickshaw Passenger all parts (not assembled)	1
(iii)	Electronic kit of E Rickshaw (Motor, controller- accelerator, digital meter, horn, key switch)	1
(iv)	L2/ L3 10kW (3.5Kw X 3 vehicles) DC type charging station.	1
(v)	General purpose 2-wheeler and 4-wheeler chassis	1(each)
(vi)	Jack of high capacity to lift vehicle (manual)	1
(vii)	Two-wheeler retrofitting conversion kit	1
(viii)	BLDC motors of various capacities from 200w to 1000w	4
(ix)	Wheels of various sizes	20
(x)	Battery capacity testing machine	1
(xi)	Air filling pump	1
(xii)	Supercapacitor bank	1
(xiii)	BLDC motors controllers	5
(xiv)	Chargers	4
(xv)	VRLA batteries for 2-wheeler	2 sets
(xvi)	VRLA batteries for E Rickshaw	01 set
(xvii)	Lithium batteries	4
(xiii)	Timing belts, light weight chains	10
(xix)	Light weight shock absorbers	10
(xx)	Charger guns/ plugs as required	4

* Any other equipment/ facility at the discretion of AIT, Pune.

III AIT, PUNE's RESPONSIBILITIES

1. AIT, Pune shall fulfil/undertake the following activities/ roles:

(a) EV Lab facilities will be developed in AIT's Pune campus through funding support from the Donor. AIT, Pune will ensure that the EV lab has been allocated adequate space and provided with necessary facilities for conduct of research including but not limited to water, electricity, internet connectivity, furniture, etc.



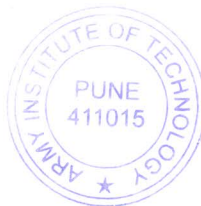
Army Institute Of Technology (AIT) 268 Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186
Exch : 7249250183, 7249250184, 7249250185

Website : aitpune.com Email : aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

- (b) The Laboratory will be named as "Lt. Col Suhas Gogate Laboratory" permanently. Additionally, any other major equipment (eg. Charging Station) sourced through the donation, which may not be co-located with EV Lab will either bear the name of "Lt. Col Suhas Gogate" or display in a prominent place stating, 'funding support from Lt. Col Suhas Gogate'. Towards the naming, AIT, Pune will prepare a suitable plaque/Board with prominent font size and display the same in a prominent location of the Laboratory (preferably over the main entrance).
- (c) AIT, Pune will procure the equipment mentioned above from reputed vendors and ensure due diligence throughout the procurement process.
- (d) AIT, Pune will allocate the necessary funds every year, to the EV Lab, towards maintenance, procurement of routine consumables and equipment/facility.
- (e) The EV lab facility will serve as an incubation center for students' start-ups in the field of electric vehicles. AIT, Pune at their discretion will provide funding to the start-ups for suitable periods.
- (f) Students enrolled in AIT, Pune will not be charged additional fees for using the EV Lab for conduct of projects.
- (g) AIT, Pune will aim to progress a minimum of 2 major and 4-5 minor projects per year in the EV Lab.
- (h) AIT, Pune student participants of SAE India or any other EV competitions will be permitted to utilize the facilities of the EV Lab facilities as and when required.
- (j) Students from other colleges, may be permitted use of the EV Lab facilities as members of a team/ group, subject to the condition that the team/ group undertaking the project has majority composition of AIT, Pune students.
- (k) AIT, Pune will solely be responsible for establishment, functioning, and security of personnel involved with the EV Lab. The Donor will not be held responsible for any issues related to the construction, setting up and functioning of the EV Lab.





Army Institute Of Technology (AIT) Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186
Exch : 7249250183, 7249250184, 7249250185

Website : aitpune.com Email : aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

IV. DONATION AMOUNT AND SETTING UP OF EV LAB

It is mutually understood and agreed between the parties that:

- (i) The EV lab set up with funding provided by the Donor will be named as mentioned earlier in this MoU. Further, the name of the Laboratory will be permanent in nature and will not be changed if the Lab is relocated, modernized or changed to any other Lab in the future.
- (ii) The Donor will transfer the amount as agreed in this MoU as follows: -
 - (a) An amount of Rs 1,00,000 (Rupees One Lakh) will be transferred by electronic means to the Bank Account of AIT, Pune on the day of signing of the MoU. AIT, Pune will provide the requisite bank details for enabling the transfer.
 - (b) AIT, Pune will call for quotations of the proposed equipment. On finalization of the Vendors, AIT, Pune will intimate the quoted cost of equipment to the Donor. The Donor will transfer an amount equivalent to the cost of equipment as per quotes (less Rs 1 lakh) subject to the total funds transfer limit of Rs 10 Lakhs.
 - (c) The balance funds (subject to the maximum limit committed) if any will be transferred on the date of inauguration of the EV Laboratory.
 - (d) AIT, Pune on its part will complete all the civil works, equipment procurement and set up the EV Laboratory within Three Months of receipt of the funds per quotations.
 - (e) The Donor will be informed regularly (at least once every month) by email and phone about the progress of setting up of the laboratory.

V. EFFECTIVE DATE AND SIGNATURE

- (i) This MOU shall be effective upon the signing by both parties.

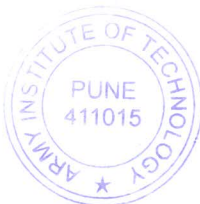
Signatures

Director,
Army Institute of Technology, Pune
Dighi Hills Pune 411015

12 Mar 2021

Mrs. Asha Suhas Gogate
D 6/3 Salunke Vihar
Wanowrie, Pune

12 Mar 2021



From: Microsoft Volume Licensing Operations <msvlop@microsoft.com>

To: kiran_dass@rediffmail.com

Subject: Open Value Order Confirmation (B30430405) (V2921057) {~576460752858937834~}

Date: Wed, 29 Nov 2023 16:47:21 IST

Cc: manish.v@isplpune.com

Microsoft Open Value Subscription Education Solutions Order Confirmation Notice

2023-11-29

Mr. Kiran Dass
Army Institute of Technology
Dighi Hills
Alandi Road
Pune
MH
411015
India

Dear Mr. Kiran Dass,

Thank you for submitting your order through your chosen reseller Infinite Technologies under your Open Value Subscription Education Solutions Agreement. We are pleased to inform you that Microsoft has received and accepted this order for the software licenses or online services as detailed in the table below.

Please note that this notification is a part of proof of license. To help with your record keeping, we ask that you keep all Microsoft notices received during the term of your agreement. Please refer to your Open Value Subscription Education Solutions Agreement for your payment obligations and details on your evidence of license. Order details are retrievable via Volume Licensing Service Center (VLSC) at <https://www.microsoft.com/licensing/servicecenter>

Agreement details:

Program:	Open Value Subscription Education Solutions
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Customer Name:	Army Institute of Technology
Reseller:	Infinite Technologies
Agreement Number:	V2921057
Start Effective Date:	2021-12-01
End Effective Date:	2024-11-30

Order Details:

Part Number	Product Description	Quantity Ordered	Coverage Period
77D-00161	Microsoft® Visual Studio Professional MSDN All Languages License & Software Assurance Open Value Level E 1 Year Academic AP	15	2023-12-01 - 2024-11-30
2UJ-00011	Microsoft® Desktop Education All Languages License & Software Assurance Open Value Level E 1 Year Academic Enterprise	70	2023-12-01 - 2024-11-30

If a minus quantity is stated in the Quantity Ordered sections below, this means that we have reduced your previous order by the number of licenses reflected. Please refer to VLSC for the updated summary of all your Licensing Enrollment details.

Volume License Product Keys - To install certain licensed products you will need to use a specific Volume License Product Key (VLK). This VLK is issued to your company for your exclusive use for each specific license purchase. You agree to use your best efforts to keep a secure record of this product key including not disclosing this product key to any unauthorized third party. The VLK(s) for this enrollment can be retrieved from the VLSC at <https://www.microsoft.com/licensing/servicecenter> or by calling a customer service representative – full information on this process including worldwide activation center phone number listings can be found at <https://licensingapps.microsoft.com/product-activation>.

If you have any questions, please contact your reseller who will work with Microsoft on your behalf.

Yours sincerely,
Microsoft Corporation(I) Pvt. Ltd.

Cc: Infinite Technologies
Distributor PO number: B30430405

Print

Cancel

CYCLE HUB

Colony Number 11, Ganesh Nagar, Bopkhel Pune (411031)

Email: shanawazkhan1985@gmail.com

Phone no: 9923668755, 8762228656

MEMORANDUM OF UNDERSTANDING

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the firm **CYCLE HUB** whose address is **Colony Number 11, Ganesh Nagar, Bopkhel, Pune (411031)** and **Army Institute of Technology, Pune**.

2. **Purpose:** The purpose of this MOU is to establish the terms and conditions under which both the parties agree for cycle rentals.

3. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for **12 months**. This MOU may be terminated, with cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

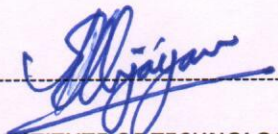
4. **Terms and conditions:**

- (a) We will provide cycle within a week after signing the MOU.
- (b) We will provide cycle mechanic for check of bikes every month and servicing of cycles after six months
- (e) AIT will be responsible for any loss of bike, damage or replacement of parts
- (d) The rental charge for a cycle will be **Rs.1200/-** per month.
- (e) The payment for rental cycles must be paid before 10th of every month.

The effective date of this MOU is the date of the acceptance by AIT.


3/3/21





ARMY INSTITUTE OF TECHNOLOGY

Joint Director
Army Institute of Technology
Dighi Hills, Pune-411015.

03 Mar 2021

(10)

280

Memorandum of Understanding

This Memorandum of Understanding is signed on the **29th day of July 2021** between the following organisations:

- 1. M/S Medyug Technology Pvt Ltd. Bangalore**
- 2. Army Institute of Technology, Pune**

In order to promote industry-academic interaction activities and to help to achieve academic excellence of AIT, the partners wish to enter into this Memorandum of Understanding (MoU).

Therefore, the partners agree as follows:

1. Objective.

The objective of this MoU is to outline the possible ways in which M/S Medyug Technology Pvt Ltd and AIT can collaborate and find the best ways of education to make students more employable and ready for the industry.

2. Area of potential Collaboration.

M/S Medyug Technology Pvt Ltd is an artificial intelligence company. Our mission is to create highly skilled engineers by offering hands-on and practical knowledge, which is required to succeed in the industry. With our mentor-guided Projects, students get an opportunity to work on real-world projects and learn from some of the best engineering professionals in the industry. Project-based learning approach allows them to develop their skills in the area of critical thinking, problem-solving, creativity, hands – on- technical know-how and the art of product design, implementation, and testing.

Through this MoU, the two parties agree to the following:

- (a) M/S Medyug Technology Pvt Ltd will offer projects to the students and faculty of AIT. The project will be leveraged by next batch of students for further enhancements/improvements.
- (b) M/S Medyug Technology Pvt Ltd will offer free technical talks to the students involved in the project and make them aware of various latest technologies.
- (c) M/S Medyug Technology Pvt Ltd will screen students based on the requirements of various projects. Selected students will be assigned a project, mentor from M/S Medyug Technology Pvt Ltd and faculty mentor/s from AIT.
- (d) Each project will have a defined timeline during which students will be constantly challenged with various real-life problems and to deliver good quality projects.
- (e) A separate SOW (Statement of Work) will be signed with each project assigned from Medyug Technology Pvt Ltd between the parties detailing the engagement.

3. Not legally binding.

The MoU is not intended to be and is not construed as a legally binding agreement. The signing of this MoU does not result in any material, financial or other obligations for either of the

parties hereto. By signing this MoU, the parties are signifying their desire for collaboration. Specific initiatives may be considered and agreed upon, on a case-to-case basis. Subsidiary agreements may be signed as required.

4. Term.

This MoU will be valid for a period of two years and will become effective on the date it is signed by both parties. This MoU may be extended or amended with the written agreement by any of the two parties and may be terminated by any of the two parties with one month's written notice to the other party.

5. Point of contact.

Megha Sharma, M/S Medyug Technology Pvt Ltd. Bangalore
Mobile No.: 7404548401
Email Id: megha@mtatva.com

Dr. Surekha K S, Army Institute of Technology, Pune
Mobile No.: 9422356483
Email Id: surekhaks@aitpune.edu.in

Both parties have signed this agreement on the date stated below that party's signature.

M/S Medyug Technology Pvt Ltd




Date: 29/07/2021

Army Institute of Technology



**Director
Army Institute of Technology
Dighi Hills, Pune - 411015.**

Date: 02 Aug 21.



MEMORANDUM OF UNDERSTANDING BETWEEN
GREAT LAKES E-LEARNING SERVICES PVT. LTD
AND
ARMY INSTITUTE OF TECHNOLOGY

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 14th day of January, 2021 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 Army Institute of Technology, an educational institute set up in India and having its registered office at Dighi Hills, Pune-411015 (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 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 atleast 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

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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, wilful 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.

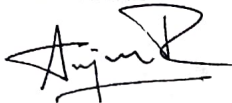
The undersigned have signed this Agreement on the dates respectively indicated below.

VIII. COMMERCIALS

INR 10,000 + 18% GST

Authorized Signing Authority:

GREAT LEARNING



Name: Arjun Nair

Title: Co-Founder

ARMY INSTITUTE OF TECHNOLOGY



Name: Brig Abhay A Bhat (Retd)

Title: Director



Memorandum of Understanding (MoU)
for
research collaboration
between
Shree Rapid Technologies, Mumbai
AND
Army Institute of Technology, Pune (A.I.T. Pune)

Preamble:

This Memorandum of Understanding (this "MOU") made on this September 5th, 2020 between **Army Institute of Technology, Pune (A.I.T. Pune)** and **Shree Rapid Technologies (S.R.T), Mumbai**. The AIT, Pune and SRT, Mumbai collectively referred to as the "Institutions" or the "Parties",

RECOGNIZING their mutual interest in research, development, education and technology transfer on a non-commercial basis, and also

RECOGNIZING the global nature of today's business, industrial and social problems, and the need to address them through research cooperation,

HEREBY agree to encourage collaboration according to the terms and conditions set forth in the following articles.

Article 1: Scope of Collaboration

1.1 Deliverables from AIT, Pune

- a. Coordinate with SRT on additive manufacturing of 3D samples for material grade SS316L via Direct metal printing on 3D Systems' DMP Flex 350. (Direct Metal Printing Machine – Powder Bed) under project "Augmentation of cryogenic performance of additive manufactured stainless steel by virtue of peening methodology"



1.2 Deliverables from Shree Rapid Technologies, Mumbai

- a. Support AIT and team on additive manufacturing of 3D samples with ref. to aforementioned project title.

Article 2: Intellectual Property, Inventions and Innovations

- 2.1 Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights.
- 2.2 Both parties agree, accept and recognize that they are absolute owner(s) of the Intellectual Property Rights in their marks provided to the other party.
- 2.3 All Intellectual Property solely conceived and/or developed by students/Guides of AIT, Pune during the course of this Agreement shall be owned by AIT, Pune.
- 2.4 Intellectual Property jointly conceived and/or developed by AIT, Pune and SRT, Mumbai will be jointly owned by AIT, Pune and SRT, Mumbai.
- 2.5 For purposes of this Agreement, the term "Intellectual Property" shall mean any and all works and property including, but not limited to, all intellectual properties, ideas, inventions, concepts, products, improvements, innovations, discoveries, developments, methods, formulas, techniques, software, knowhow and writings made, conceived, reduced to practice, developed, written, or prepared by a party, whether or not patentable or copyrightable and whether made solely by that party or jointly with other third parties.
- 2.6 AIT, Pune and SRT, Mumbai agree to collaborate towards the protection, if appropriate, and application of such Intellectual Property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.



Article 3: Duration of MoU

This MoU shall have an initial duration of 12 months from the date of signature, This MoU may be extended further academic collaboration and research in the subject, by mutual written agreement.

This MoU is signed subject to approval by the appropriate authorities on both sides.

For Army Institute of Technology, Pune

Signature:

Name: Brig Abhay A Bhat

Title:

Director

Date:

21.09.2020

Stamp:

Director
Army Institute of Technology
Dighi Hills, Pune - 411015.



For Shree Rapid Technologies, Mumbai

Signature:

Name: Nitin Chaudhari

Title: Partner

Date: 17.09.2020

Stamp:

For SHREE RAPID TECHNOLOGIES



PARTNER

1

MEMORANDUM OF UNDERSTANDING

BETWEEN

MACFOS Pvt. Ltd.

AND

Department of Electronics and Telecommunication
Engineering,

Army Institute of Technology, Pune (AIT)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this 10th of October 2020 between Department of Electronics & Telecommunication Engineering, under Army Institute of Technology, Pune (AIT), located at Dighi Hills, Pune-411015 herein referred to as AIT, and MACFOS PVT. LTD (Robu.In®) located at Sumant Building, Dynamic Logistic Trade Park, Dighi, Pune 411014. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

1. ALLIANCE OBJECTIVE

This document outlines a strategic understanding between MACFOS PVT. LTD and Department of Electronics & Telecommunication Engineering, under AIT, to work together and develop Industry automation Projects. The primary aim of this partnership is to aid the Department of Electronics & Telecommunication Engineering in establishing a high quality research facility in the fields of Industry 4.0 technologies while creating repository of software/hardware technologies and libraries. This will help Army Institute of Technology, Pune to give their students a platform to develop various skills in field of IoT, automation, robotics and embedded hardware and software.

As opposed to a one time implementation, this is a strategic initiative and requires the total commitment of both MACFOS PVT LTD and Department of Electronics & Telecommunication Engineering, under AIT, Pune. MACFOS PVT LTD Training Program initiative would allow Army Institute of Technology, Pune, one of the foremost institutions in India in the field of Education, and imparts training, among others in Electronics & Telecommunication, Computer Applications and Information technology faculties, to train students in high caliber engineering skills required in the fast changing technology marketplace.

DEFINITIONS AS USED IN THIS MoU:

“MoU” means this instrument executed by MACFOS PVT. LTD and Army Institute of Technology, Pune and subsequent amendments issued to the MoU by mutual consent as provided herein.

“Training Program” means the training provided by MACFOS PVT. LTD in the department, that is the subject of this MoU.

“Research Platform” or “Product” or “Project” means the final platform or project developed.

“Research Facility” means the designated area allocated by AIT for research and development of research or product or project.

1.1. BENEFITS TO THE DEPARTMENT OF ELECTRONICS AND TELECOMMUNICATION ENGINEERING

1.1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of robotics and automation.

1.1.2 Establishment of high quality research facility with latest technologies in both hardware and software.

1.1.3 Creation of pool of project that can be taken up by students of various streams in AIT.

1.2. BENEFITS TO MACFOS PVT LTD

1.2.1 Creation of a resource pool of various libraries and hardware design as a result of training/development in research facility.

1.2.2 Availability of skilled students from the Training Program for MACFOS commercial projects and also for recruitment into various departments of MACFOS PVT LTD.

2. RELATIONSHIP BETWEEN THE PARTIES

2.1 Department of Electronics & Telecommunication Engineering, AIT, Pune nor MACFOS PVT LTD is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.

2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

3. AREAS OF COLLABORATION

3.1 MACFOS PVT LTD

3.1.1 Hardware and software that is required to developed research platform or product or project will be made available to the Department of Electronics & Telecommunication Engineering, AIT, Pune.

3.1.2 Cost of various services that are required to be hired from outside for development of research platform or product or project including but not limited to machining, laser cutting, CNC manufacturing, 3d printing etc to be borne by MACFOS PVT LTD.

3.1.3 Organizing various training/consultation sessions with Department of Electronics & Telecommunication Engineering students and staff associated with training program.

3.2 DEPARTMENT OF ELECTRONICS & TELECOMMUNICATION ENGINEERING, ARMY INSTITUTE OF TECHNOLOGY, PUNE

3.2.1 Setting up, operating & maintaining the infrastructure required for training.

3.2.2 Allocating teaching staff for support to students on Department of Electronics & Telecommunication Engineering research facility

3.2.2 Making available industry experts, as per mutual convenience, for conducting training on AIT campus and a research facility for development of the project.

3.2.5 Maintenance of record of development being done at research facility.

4. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of faculty members of Army Institute of Technology, Pune and officers nominated by MACFOS PVT LTD will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the development progress, industry expertise availability and material procurement.

5. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the hardware/software furnished by MACFOS PVT LTD will at all times remain proprietary to MACFOS PVT LTD, which however, hereby grants to Department of Electronics & Telecommunication Engineering, under Army Institute of Technology, Pune, non-exclusive, royalty-free license to use the same internally. The hardware/software being developed as a result of this MoU shall be intellectual property of MACFOS PVT LTD. Department of Electronics & Telecommunication Engineering, AIT, Pune unconditionally agrees to comply with such terms and conditions.

6. LIMITATION OF LIABILITY

Under no circumstances is MACFOS PVT LTD liable to Department of Electronics & Telecommunication Engineering, Army Institute of Technology, Pune loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if MACFOS PVT LTD is informed of its possibility.

7. GENERAL

1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.

2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.

3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.

4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.

5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.

6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.

7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.

8. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.

9. The MACFOS PVT LTD training program offered under the said MoU are for the specific purpose set forth in the MoU, namely for development of research platform or product or project and not for any other commercial purposes.

10. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent

amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.

12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

13. The laws of the Republic of India shall govern this MoU.

14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

15. All communication between the parties shall be in writing and in English Language.

16. This MOU will be in force for a period of three years from the date of signatures, from 10th Oct 2020 to 30th Sept 2023. It can be renewed thereafter on a yearly basis by mutual consent.

8. SUMMARY

MACFOS PVT LTD recognizes the significance of the Army Institute of Technology initiative to be the leader in the field of technology related academia in the country. MACFOS PVT LTD proposes to make available the appropriate technology, expertise and training to develop Army Institute of Technology, Pune position as a leading institute in the country providing high quality skilled resources.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

MACFOS PVT LTD

Name: Mr. Jayesh Jain

Designation: Executive Director

Sign:



Place:

Pune

Date:

13/3/21

Department of Electronics & Telecommunication Engineering

Army Institute of Technology, Pune

Name: Brig. Abhay A Bhat (Retd.)

Designation: Director, AIT Pune

Sign:



Place:

Pune

Date:

17/3/21.



Army Institute Of Technology (AIT) Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186

Exch : 7249250183, 7249250184, 7249250185

Website : aitpune.com Email : aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

MEMORANDUM OF UNDERSTANDING

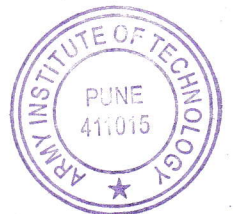
This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 12th Day of October 2020.

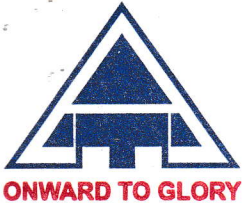
Army Institute of Technology, the first party represented herein by **Brig Abhay A Bhat (Retd)** (herein referred as 'First Party' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in office, administrators and assigns).

AND

Critical AI Private Limited, the second party and represented herein by Lt Col P J Anand Kumar (Retd) (herein referred as 'Second Party' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')





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WHEREAS:

A) First Party is a Higher Educational Institution named **Army Institute of technology**

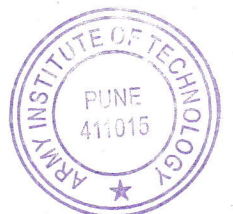
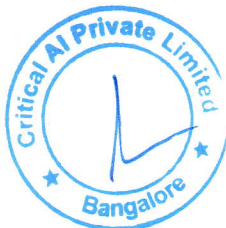
Address:AIT,Dighi Hills,Alandi Road,Pune-411015.

Background:

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research in AI, Data Science, Robotics, GIS and Cyber Security.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.





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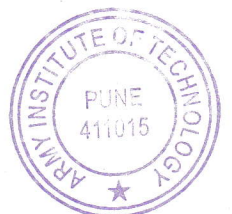
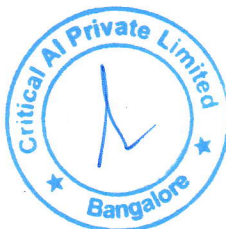
Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

E) **Critical AI Pvt Ltd**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields AI, Data Science, Robotics, GIS, Cyber Security and related fields

F) **Critical AI Pvt Ltd**, the Second Party is promoted by promoter Lt Col P J Anand Kumar (Retd);

Address: B-103, Mantri Astra,
HennurMain Road, Kalyan Nagar,
Bengaluru-560043

Background. Critical AI Private Limited is a company with an integrated network of Engineers, Technologists, Industry professionals and interns who are working on niche and cutting edge technologies like AI, Data Science, IoT, Blockchain, Cyber Security, GIS and Robotics. Critical AI is strong on optimization and integration of both hardware and software. It specialises in customizing integrated solutions to solve client's critical business problems in a variety of domains like Defence, Healthcare, Agriculture and Finance.



G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

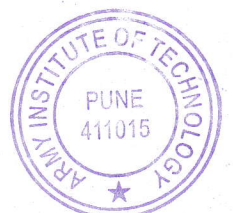
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

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 within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the Intellectual capabilities of the faculty of First Party



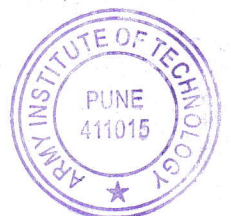
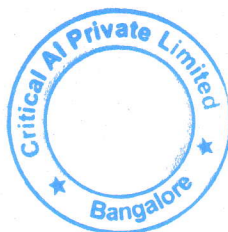
providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an



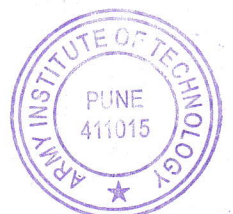
Industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Curriculum Design**: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 **Research and Development**: Both Parties have agreed to carry out the joint research activities in the fields of - AI, Data Science, Robotics, GIS, Cyber Security and related fields and services.

2.4 **Skill Development Programs**: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.5 **Guest Lectures**: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.



2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

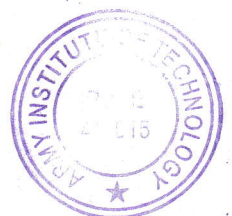
2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.8 Any financial consideration will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.



CLAUSE 4

VALIDITY

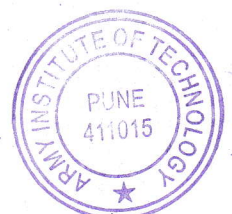
4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.





Army Institute Of Technology (AIT) Dighi Camp, Pune -15

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Exch : 7249250183, 7249250184, 7249250185

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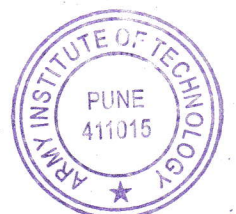
Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Name of City.





Army Institute Of Technology (AIT) Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186

Exch : 7249250183, 7249250184, 7249250185

Website : aitpune.com Email : aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

AGREED:

For Army Institute of technology

For Critical AI Pvt Ltd

Authorized Signatory

Name of Institution

Address

Contact Details

E-mails

Web

Authorized Signatory

Name of Industry

Address

Contact Details

E-mails

Web

Critical AI Private Limited
B-103, Mantri Astra 116/1,
Chellekere Extension,
Hennur Main Rd. Kalyan Nagar Post,
Bangalore - 560043

Witness 1:

Dr. S. R. Shou
HOD, Comp

Witness 2:

Dr. Sangeeta Jadhav
HOD (IT)

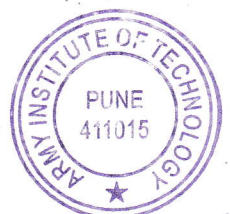
Witness 3:

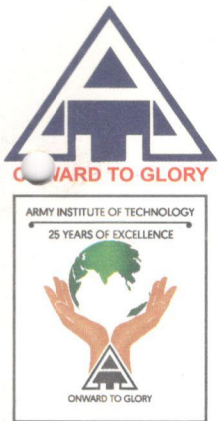
Dr. Ashwini Sopkal

Witness 4:

Dr. Rahul Desai

Prof. Manoj Khobekar





Army Institute of Technology (AIT)

Dighi Camp, Pune -15.

Director : (020) 27157758, Joint Director : (020) 27157977, Principal : (020) 27157741

Exch : (020) 27157612, (020) 27157534 Fax : Extn : (020) 27157534

Website : www.aitpune.com, Email : ait@aitpune.edu.in

Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

MEMORANDUM OF UNDERSTANDING

Between

Army Institute of Technology, Dighi Hills, Alandi Road, Pune-411015

and

SoftTech Data Securities, 4th Floor Sr. No. 93/A/2, 2, Senapati Bapat Rd, Shivajinagar, Pune, Maharashtra 411021

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Institution (hereinafter referred to as "College"), and SoftTech Data Securities, (hereinafter SoftTech).

Scope:

WHEREAS, the parties to this MOU desire to establish a **Students Club** in Information Security and Digital Forensics.

WHEREAS, both the parties to this MOU will provide necessary documents and information as needed and agree that they shall keep the on-going negotiations as well as the related technology of the products and services confidential.

WHEREAS, the parties to this MOU are targeted towards to form an interdisciplinary skill enhancement center to create industry induction ready candidates to uplift their career in desired field of work by conducting (but not limited to) various training and research programmes for student and research scholars.

WHEREAS, under this MOU, College and SoftTech agreed upon use of identity such as Logo and Name of Institute/Department/Group for publicity of the said campaign/training which is mutually agreed.

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

Objective: To establish a Center of Excellence

- Establish a mutually agreed association between College and SoftTech that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
- Collaboration in planning, implementation, and continuous improvement of programs including the provision for faculty, staff, and administration, curriculum development; training and student services.
- Provision of Training and Student or Faculty development programs, Seminars, Expert talks, Research activity and expert technical training programs for research scholars and any other initiative which is mutually discussed and programmed.
- Creating and hosting capacity building programs. Identification and Induction of upcoming and career enhancement thrust areas to explore new career avenues.
- Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.

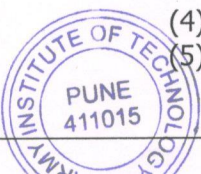


- f) Training programs designed and executed at the Centre of Excellence is mutually designed and planned in consideration of in-demand and industry required thrust areas.
- g) Training programs can be categorized as Beginner/Intermediate/Expert level assessing the latest trends in technology and techniques used in industry.
- h) Duration of said programs can be set as 1,2 or 5 Days or 10,20,30 or 40 hours which is mutually decided.
- i) Centre can host and create Add On training program full time or Part time program in joint association between College and SoftTech
- j) Center can host long term and short-term programs (6 months or 3 months), which will lead to overall skill enhancement and implantation of new technological expertise at all levels of aspirant candidates.
- k) Center will host training program every month or as per requirement catering to a variety of trainings that shall take place as part of "Continuous Engagement." It will act as a support system for aspirant candidates to elevate their expertise and knowledge.
- l) All training hosted at the center will be available for in-house students as well as the adjacent College's students or the interested candidates as approved by AIT Management.
- m) SoftTech is known for its quality and industry preparedness taking this forward, if College finds poor quality in delivery of the training the same training will be repeated without any charge, after due improvement in quality.
- n) As a part of industry interaction, SoftTech will provide Technical Sponsorship/internship to registered members and students of the College/ adjacent College/institution to develop their projects and initiate research work.
- o) Creating and Hosting College/State/National and International level events for training, upscaling and research publications.
- p) Creating affordable educational to enable professional upskilling.
- q) Hosting our Center as a nodal center for overall growth of candidate in their respective fields.
- r) All training programs will be jointly certified by Center (SoftTech) and the College.
- s) Under Industry academia venture as a part of social responsibility SoftTech and the College will take Cyber Saksharta – Digital Surakhsha. It is an initiative to improve overall cyber security awareness in society by training young students on Cyber Security.
- t) Center will completely be focused on overall growth of candidate, thus, creating a sustainable revenue generation for College and SoftTech.

Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:

A. Roles of College: College shall have the following roles:

- (1) Shall provide and make available infrastructure, academic amenities and all other facilities required to carry out the activity for the students and participants in accordance with the requirements set by SoftTech.
- (2) Shall assist SoftTech in conducting the joint promotional activities as well as training activities.
- (3) Shall provide classrooms, lecture halls, office space, electricity and internet, labs, examination rooms, demonstration rooms along with requisite equipment, furniture and other infrastructure as and when required.
- (4) Shall provide one Computer lab to reform it into a "Center of Excellence".
- (5) SoftTech by virtue of this MOU is hereby appointed the sole and exclusive authority for the mentioned activities.



B. Roles of SoftTech: SoftTech shall have the following duties:

- (1). Shall design the Campaign/Activity and Training but not limited to, and modify, evolve, upgrade or restructure and repackage the course as per the needs of the industry and based on any new development in the concerned discipline.
- (2). Creation of training material, deliverable appointing resource person. Supporting technical sponsorship and other joint activity (not limited to).
- (3). Driving Center of Excellence by conducting training programs but not limited to Campaign/Activity and Training.
- (4). Shall utilize its strength to align with various skill development programs and initiatives to meet the objectives of The Center of Excellence. It shall accordingly design and deliver various programs within the overall scope of MoU.
- (5). The quality delivery is the responsibility of SoftTech and SoftTech would have to have in-house man-power or engage the required manpower and the faculty as per the requirement, in conjunction with the program.

C. Joint Responsibilities

- Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
- Promotion for the programs undertaken shall be advertised/ propagated through respective websites of the parties.
- Assessment of the courses shall be carried out jointly by both the parties.

D. Media and Public Relations

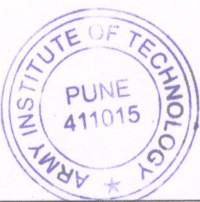
Media and public relations regarding the said MOU will be managed according to SoftTech and College protocols.

Financial Arrangement:

- Course/training/activity/workshop/program but not limited to, fee shall be decided in mutual Agreement by both the parties for all the programs to be conducted at the Center.

Copyright:

The copyright of all learning material, testing material, educational tools and content and the embedded intellectual property in them shall belong solely to SoftTech. In Joint activity if material and other training aid is developed jointly copyright will be shared jointly.



Confidentiality:

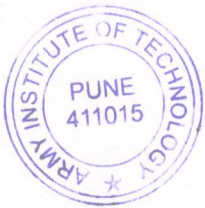
Shall at all times maintain secrecy and shall keep confidential (and ensure that its respective employees, teaching staff, visiting or otherwise, agents etc. shall keep confidential) the course materials, programs, methodologies, research developed, mode of instructions and all other information and documents which it may acquire in connection with this Memorandum of Understanding and shall not use or disclose such information except with prior written consent of SoftTech except where such disclosure is ordered by a court of competent jurisdiction. This obligation shall be followed till and after the term of this Memorandum of Understanding is over.

Force Majeure: Under this clause:

- (a) Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, strikes [of its own or other employees, insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority [known as an 'Event of Force Majeure'].
- (b) Each of the parties agrees to give notice to the other upon becoming aware of an Event of Force Majeure. Such notice shall contain details of the circumstances leading/resulting to an Event of Force Majeure and subsequent impossibility to perform this Agreement.
- (c) If a default due to an Event of Force Majeure shall continue for more than 3 months, then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

Notice:

This agreement can be terminated prior to its term of **Five** years by mutual consent. Either party to this agreement wanting termination before the expiration of this agreement, shall give a notice in writing to the other party of minimum of One months and the other party may give its consent in writing within fifteen days from the date of receipt of the notice. In the absence of mutual consent, the agreement will not be terminated. However, it shall be the responsibility of both the parties to complete all the scheduled trainings. Notwithstanding mutual consent, this agreement will subsist till the last scheduled training is completed.



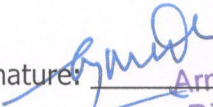
Termination:

Termination of this agreement is possible under the following circumstances.

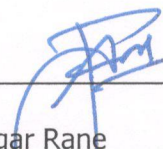
- (i) Automatic Termination: After the agreement period is over, the agreement shall automatically stand terminated unless and until mutually renewed.
- (ii) By Law: If the business of any party to this Memorandum of Understanding becomes illegal at any time by virtue any law of the State Government or the Government of India.
- (iii) By mutual consent, subject to conditions laid down under the clause titled "Notice".

IN WITNESS WHEREOF the parties have set hands hereto on the date first mentioned hereinabove.

For, Army Institute of Technology

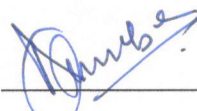
Signature:  Director
Army Institute of Technology
Dighi Hills, Pune - 411015.

Name: Brig. Abhay Bhat (Retd.)
Designation: Director, AIT Pune

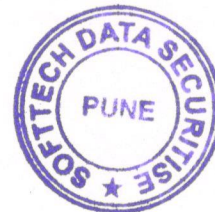
Signature: 

Name: Mr. Sagar Rane
Designation: Asst. Professor
(Computer Engineering)

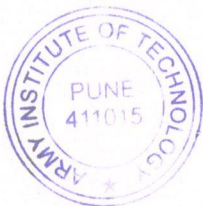
For SoftTech Data Securities

Signature: 

Name: Mr. Amey Tambe
Designation: Director



Place: **Pune**
Date: 13th August 2020



This MOU ("Agreement") is made at Pune on 16th day of January, 2020.

By and between:

Credit Suisse Services (India) AG: ("Credit Suisse"), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Cluster A, EON Free Zone Plot No. 1, S. No. 77, MIDC Knowledge Park, Pune 411014, India (hereinafter individually and collectively referred to as the "**Credit Suisse or CSSAG**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean to include its successors and permitted assigns);

Army Institute of Technology, Pune (AIT) is an engineering college run by Army Welfare Education Society, exclusively for Army and Ex-Army wards across India. AIT is accredited by NAAC (The National Assessment and Accreditation Council) in Grade A, NBA (National Board of Accreditation) and affiliated to the Savitribai Phule Pune University. Founded in 1998, AIT is ranked at 91 by National Institution of Ranking Framework (NIRF) by MHRD, Govt of India. Admission to UG level is purely based on merit of **Joint Entrance Examination (JEE)** (approved by a special Supreme Court order). It is a **non-aided and non-profit** making college

This Memorandum of Understanding (MoU) between AIT and Credit Suisse to create awareness in Finance domain and give exposure to engineering students in application of technology in Finance domain across India, the Parties desire to collaborate with each other to support and grow the training offerings.

NOW, THEREFORE, Credit Suisse and AIT (hereinafter, each individually a Party, and collectively referred to as Parties) agree as follows:

1. Credit Suisse will run one-semester elective course 'Financial Technology' for 'Computer Engineering and Information Technology' students with the help of faculty members of AIT.
2. AIT will have one or two faculty members as point of contact for the above-mentioned course for smooth execution of the course.
3. Credit Suisse will take care of the entire teaching, laboratory sessions and evaluation process.

AIT: As an EDLC AIT will have following Roles and Responsibilities



Statement of Work with respect to MoU dated January 16, 2020.

A. Involvement of Credit Suisse in Programs of AIT:

Considering industry requirement and to equip students to meet the requirements, AIT and Credit Suisse have agreed to offer jointly a course viz. Financial Technology. The Financial Technology course is designed jointly by AIT and Credit Suisse to address the ever-increasing focus of the BFSI (Banking, Financial Services and Insurance) industry on technology. The course also provides adequate information to form a strong base in finance- with topics including regulatory frameworks, macroeconomics, financial accounting, corporate finance, various financial instruments etc.

This course should be considered as a beginner level course in finance, having extensive project requirements in technologies relating to the entire trade life cycle. Students will gain a competitive advantage while applying for technology roles in the financial industry after this course.

Credit Suisse has agreed to extend its expertise in content delivery and while AIT is responsible for all operational matters pertaining to the course offering including executives' travel and local hospitality. Credit Suisse has agreed to share course study material and will help faculty members to develop business case studies and course study material. Credit Suisse has agreed to continue its support for three years starting from academic year 2020-21.

For the above activities, Prof. Manoj Khaladkar from AIT and Mr. Chirag Shah from Credit Suisse will be the contact points.

For and on behalf of AIT

Signature:

Name: ABHAY BHAT

Designation:

Director

Army Institute of Technology, Pune



For and on behalf of Credit Suisse

Signature:

Name: Mr. John Burns

Designation:

Managing Director

Head of IT India and SFO Pune

PRIVATE & CONFIDENTIAL

26 February, 2021

Mayank Kumar
Army Institute of Technology (AIT)
Alandi Rd, Dighi, Pune
Maharashtra 411015

Dear Mayank,

We are pleased to offer you an internship with Credit Suisse Services AG, Pune Branch (the "Company") on the terms and conditions set out below in this internship agreement.

In the course of your internship with the Company, you will be required to perform services for the Company and, subject to applicable laws and regulations, other entities comprising the Credit Suisse Group. In this internship agreement, "Credit Suisse Group" and "CS" mean Credit Suisse Group AG and/or its affiliates.

Location:

Your principal place of work will be in the Company's offices in Pune, India. Although you may be required to travel outside of Pune from time to time to carry out your duties, you must not work on a regular basis from any other location outside of Pune without the written approval of the Company.

Position:

Intern, Technology

Commencement Date:

Your internship will commence on a date following the satisfactory completion of the background and other checks referred to herein which is to be agreed between you and the Company (the "Commencement Date") but in any event no later than 14 June, 2021. Your Commencement Date is also subject to work visa approval, where applicable.


Duration:

The duration of your internship will commence on the Commencement Date and unless terminated sooner in accordance with the 'Termination' section herein, will expire on 13 August, 2021. Your internship may be extended by mutual agreement between you and the Company in writing.

Mayank Kumar

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Stipend:

Your stipend will be INR 900,000 per annum, payable monthly. Your Stipend will be payable in equal instalments monthly in arrears and will be subject to all applicable statutory withholdings.

Overtime:

You will not be eligible for overtime payments in line with prevailing Company policy.

Annual Leave:

You will not be entitled to any annual leave during the period of the internship. However you will be entitled to all public holidays approved for the Company.

Other Benefits:

You will not be entitled to any additional benefits.

Working Hours:

You will be required to work a minimum of 40 hours per week exclusive of meal breaks. The timing of these hours will be determined by the Company in its sole discretion and may include hours that are not within the official business hours of the Company (as defined in the Employee Handbook).

Taxation:

If applicable, the Company will withhold and make due payment of income taxes levied on your internship income and accordingly, if applicable the Company will deduct the appropriate amounts from your gross income.

However, you will remain personally responsible for the preparation, filing and payment of all your income and other taxes worldwide to the relevant tax authorities in connection with the payments and other benefits received by you under this internship agreement.

Termination:

Either you may or we may terminate your internship with the Company for any reason by giving seven day's notice in writing to the other party if such notice is given within the first month following the Commencement Date; and at any time thereafter by giving fifteen day's notice in writing to the other party. The Company, however, shall have the right to shorten any notice period it is required to give you by a payment equal to the amount of the stipend you would have otherwise been paid for the unexpired notice period.

Mayank Kumar

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26/02/2021



Notwithstanding the foregoing, if the Company terminates your internship for Cause, no notice will be required. With regard to references in this letter to termination for Cause, 'Cause' shall mean: (i) wilful misconduct or gross negligence in the performance of your duties; wilful and continued failure or refusal to perform any duties reasonably requested in the course of your internship with the Company (other than a failure resulting from your disability, as defined in the Company's long-term disability plans applicable to you); or (ii) fraudulent, dishonest or other improper conduct engaged in by you that causes, or in the sole discretion of the Company has the potential to cause, harm to the Company, its parents, its affiliates, its subsidiaries, its business units, its divisions or its or their business or reputation, including, without limitation, your violation of any policies of the Credit Suisse Group applicable to you, your violation of laws, rules or regulations applicable to you, criminal activity, habitual drunkenness or use of illegal drugs; or (iii) a material breach by you of this agreement including engaging in competitive activity or in the direct or indirect hiring or solicitation of employees in violation of any applicable contract, agreement, directive or policy; or in the direct or indirect solicitation of customers or clients of the Credit Suisse Group in violation of any applicable contract, agreement, directive or policy; or disclosing Confidential Information in violation of any applicable contract, agreement, directive or policy; or a failure by you to give notice of a resignation as required by any applicable contract, agreement, or policy.

During any notice period (whether you or the Company has given notice) you will, pending the termination of your internship with the Company, continue to be subject to your fiduciary duties and other obligations as an intern of the Company, you will assist the Company in the transition of your responsibilities and will be entitled to continue to receive your stipend. You may, at the Company's option, be required to remain away from the Company's premises during all or part of the notice period. In no event, however, may you perform services for any other person, firm, corporation or employer during the notice period.

Post Internship Restraints:

For the purposes of this section / paragraph:

'Client' shall mean any Person who is a customer or client of the Company or CS (or was such a client or customer at any time within the Relevant Timeframe) and is also a Person either:

- (a) with whom you have had significant personal contact or dealings in the course of your internship with the Company in the Relevant Timeframe ; and/or
- (b) with whose custom or business you were involved in the course of your internship with the Company in the Relevant Timeframe; and/or
- (c) in respect of whom you have had access to Confidential Information in the Relevant Timeframe (provided that this information remained confidential beyond the Termination Date and could be used by you to obtain business from the Person).

'Client' shall also include any Person with whom the Company or CS were in negotiations or discussions (including tender proposals) in which you were involved and/or with whom you had significant personal contact or dealings and/or in respect of whom you have had access to



Confidential Information, at any time in the Relevant Timeframe regarding that Person becoming a customer or client.

'Person' means an individual person, corporation or other entity (whether or not having separate legal personality);

'Relevant Period' means thirty (30) days;

'Restricted Person' means any Person who is employed or otherwise engaged by the Company or CS (or was so employed or engaged at any time during the Relevant Timeframe) and with whom you worked and/or had significant personal contact in the course of your internship with the Company during the Relevant Timeframe PROVIDED THAT in the course of that Person's employment or engagement, the Person also dealt with or was responsible for customers or clients of the Company or CS, and/or had access to the Confidential Information of the Company or CS, and/or was part of the senior management team of the Company or CS and/or held the post of relationship manager, investment consultant or any similar sales-related post in the Company or CS;

'Termination Date' means the date upon which your internship with the Company ceases, irrespective of the reason for or manner of the cessation; and

'Relevant Timeframe' means the last twelve (12) months of your internship with the Company, or if you have been employed for less than twelve (12) months, that period.

Non-Solicitation:

For the Relevant Period commencing upon and following the Termination Date, you shall not whether on your own behalf or in conjunction with or on behalf of any other person, firm, company, organisation or any other entity (and whether as director, shareholder, principal, consultant, agent, partner, employee, contractor or otherwise) directly or indirectly:

- (a) solicit, induce or encourage any Restricted Person, to leave the employment of, or to cease to provide services to, the Company or CS or to accept employment with, or provide services to, any other Person (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (b) employ or engage or participate in the employment or engagement of any Restricted Person in the same or a similar field of work in which they were previously employed or engaged by the Company or CS, in competition with the Company or CS (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (c) solicit, induce or encourage any Client: (i) to cease to use the services or products of the Company or CS and/or (ii) to use the services or products of any Person who competes with the Company or CS; and/or to otherwise interfere with the relationship which the Company or CS maintains with a Client and/or to discuss with any Client the present or

future availability and/or provision of services or products of any Person who competes with the Company or CS; or

- (d) accept a request from and/or enter into any business dealings with any Client to provide services or products of the same type as or similar to or competitive with any of the services or products supplied by the Company or CS.

Scope of Restraints:

You agree that the Non-Solicitation restraints above (together, the "Restraints") are reasonable and necessary in all the circumstances for the protection of the Company's or CS's confidential information, proprietary interests, client relations, and all other legitimate business interests of the Company or CS and that, having regard to those interests, the Restraints do not work unreasonably on you.

Further, you agree that:

- (a) the various provisions of the Restraints each constitute an entirely separate and independent covenant and that if any part of them is or becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions of the Restraints; and
- (b) if one or more of the Restraints should be held by the court to be illegal, invalid or unenforceable for any reason whatsoever but would have been held valid if part of the wordings had been deleted or the period reduced or the range of activities reduced in scope, the said Restraints shall apply with such modifications as may be necessary to make them valid and effective.

For the avoidance of doubt, the Restraints shall apply in relation to all Clients and Restricted Persons in respect of whom they are expressed to apply notwithstanding that such Clients and Restricted Persons may have been introduced to the Company or CS by you (or any person under your control) before or during your (or that person's) internship (or employment) with the Company.

Remedies:

You acknowledge that damages may not be an adequate remedy for breach of the Restraints by you, and that the Company may also, or alternatively seek injunctive or equitable relief for your breach or potential breach of any of the Restraints.

Background and Other Checks:

By signing and returning this internship agreement, you represent and agree that:

- (a) except as disclosed in writing to the Company prior to the date hereof, you have no criminal record and there are no civil or criminal proceedings outstanding against you;



- (b) except as disclosed in writing to the Company prior to the date hereof, you have not been fined, censured or disciplined by any regulatory body in the banking or financial markets industry or by any stock exchange;
- (c) you are not currently, and have not previously been, disqualified from acting as a director;
- (d) you have not failed to disclose or misrepresented to the Company or any of its affiliates any information, which the Company in its sole and absolute discretion deems to be material for the purposes of this internship agreement; and
- (e) you are free to enter into this internship agreement and to take up an the internship with the Company on the Commencement Date and that you are not subject to any agreement, arrangement or restriction affecting your right to compete with any person or to solicit clients or employees of any person or in any way restricting you from performing the obligations referred to in this internship agreement.

In addition, by signing and returning this internship agreement, you give your irrevocable consent to the Company (or any person acting on behalf of the Company) conducting such checks and investigations as the Company in its sole and absolute discretion deems necessary in order (i) to verify the matters covered by the representations set out above; and (ii) to determine your suitability for an internship with the Company. You undertake to take such actions as may be necessary or desirable in the reasonable opinion of the Company to assist all such checks and investigations.

You shall, upon a request by the Company, provide references from previous employers and, in certain cases, regulatory authorities, as well as any additional information, which may be required in order for the Company to verify the matters covered by the representations set out above. This internship agreement is conditional upon the Company receiving, and being satisfied with, such references and additional information including relevant visas and regulatory licences.

The Company has the right to terminate this internship agreement without notice and/or your internship for Cause without notice if it subsequently discovers or determines in its sole discretion that (1) any of the above representations (a) to (e) were untrue as at the date on which you counter-sign this internship agreement or (2) the results of its background checks and investigations referred to above are not satisfactory.

Your commencement of your internship with the Company is strictly conditional upon and cannot take place until the Company has completed, and is satisfied in all respects with the results of, its background checks and investigations pursuant to this section.

Confidentiality:

The terms of this internship agreement and your stipend should not be disclosed to any entity, organization or person or discussed with any employee or intern of the Company or CS except your immediate manager and the Human Resources department.

During the course of your internship with the Company, you will acquire information in oral, written and/or electronic form, whether recorded or otherwise, that is of a confidential or

proprietary nature (the "Confidential Information"). Confidential Information includes (without limitation) all non-public information that is either developed by or for the benefit of the Company or CS, and which pertains to the business, clients, customers, counter parties, shareholders, employees, policies, procedures, financial condition, earnings, prospects or trade secrets of the Company or CS. Confidential Information shall also include, without limitation, any work product developed by you, either singularly or jointly with any other person(s) that is based on, or incorporates, Confidential Information.

You are required to maintain the confidentiality of Confidential Information and by signing this internship agreement as provided below you acknowledge and confirm that you will not, at any time during or after the termination of your internship with the Company, except as required by law, for any reason disclose any Confidential Information to any persons other than (a) those who are employees of the Company or CS and need to know or whose business it is to know the same, (b) third parties if such disclosure is necessary in connection with the legitimate business of the Company or CS, or (c) with prior written approval of the Company. Furthermore, you will not, during or after the termination of your internship with the Company, attempt to use Confidential Information to the detriment or prejudice of the Credit Suisse Group or for personal gain or the gain of a third party.

You represent, warrant and agree that you will not improperly use or disclose to the Company for its benefit or enter into the Company's electronic systems any confidential information (including without limitation, client lists and client-sensitive information such as information relating to client accounts and transactions) or trade secrets which are proprietary or belong to (i) any former or current employers or (ii) any other person to whom you owe an obligation of confidentiality. You must not bring onto the premises of the Company any materials which contain such confidential information or trade secrets, any unpublished documents or property belonging to any person referred to in either (i) or (ii) above unless consented to in writing by such person.

Removal of Property:

Prior to the termination of your internship with the Company, you must return to the Company (in the absence of prior written approval of the Company to do otherwise) any documents, proposals, correspondence, analyses, writings, papers, memoranda, records, notes, reports, recordings, computer programs, computer schedules, computer tapes, computer disks, client lists or any other materials based on or containing information that is of a confidential or proprietary nature to the Company or CS; and all other documents, correspondence, manuals, security passes, keys and any other items whatsoever which may be in your possession, custody or under your control and which belong to the Company or CS.

Company Policies:

You acknowledge that the rules, regulations, policies and procedures of the Company as they may be published or amended from time to time (the "Company Policies") (including without limitation, as specified in the Employee Handbook), form directions from the Company with which you are required to comply. Without limiting the generality of this paragraph, we draw your attention to the Credit Suisse Group's Code of Conduct and the Company's policies on Personal Account Trading and Outside Business Activities that impose restrictions on interns,

employees and other staff during the course of their engagement entering into certain transactions on their own account or maintaining or entering into business arrangements that they may otherwise wish to maintain. Please contact the Company's Human Resources Department if you require further information on these or any other policies.

You further acknowledge that the Company Policies and/or Employee Handbook do not form part of the terms and conditions of this internship agreement and that the Company may supplement, amend or withdraw the Company Policies and/or Employee Handbook at any time, with or without notice to you. Nothing contained in the Company Policies or Employee Handbook shall limit the Company's right to terminate your internship in accordance with the 'Termination' section above.

You will be provided with a copy of the Employee Handbook either in hard copy or through an electronic link upon the Commencement Date; however, you may request a copy at an earlier time. You will be required to acknowledge that you have read, and you understand and accept the terms of the Employee Handbook. Where there is any inconsistency between the terms of the Employee Handbook and this internship agreement, the terms of this internship agreement will prevail.

Other Conditions:

This internship agreement is subject to the grant to you of the necessary work permit and such other permission, licence or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.

You will perform such duties and accept such responsibilities as may from time to time be assigned to you by the Company to the utmost of your ability, to promote and advance the interests of the Company.

You will not at any time during the continuance of your internship engage directly or indirectly in any other business or occupation, or engage in any activities to the detriment of the Company's interests.

May we point out that our business requires absolutely reliable and trustworthy individuals who can protect the Company's interests in every respect. Of particular importance is that all information concerning the Company and of its affiliates must be treated in strictest confidence.

To the extent permitted by law, the Company will be entitled at any time during your internship, and in any event, when your internship ends, to deduct from your stipend any monies due from you. This includes, but is not limited to, any outstanding loans, advances, overpayments, relocation or education expenses and excess leave taken by you.

The Company reserves the right at any time and from time to time to add, amend revise or vary the terms and conditions of your internship by giving you written notice thereof.

Governing Law:

These terms and conditions and your internship with the Company shall be governed by and construed in accordance with the laws of India.

This offer of an internship, unless withdrawn at an earlier date by the Company, will remain open for acceptance by you for a period of two weeks from the date hereof. Please confirm your acceptance of the above terms and conditions by signing and returning the duplicate of this letter of offer.

We look forward to welcoming you to Credit Suisse Services AG, Pune Branch. Please feel free to call Anand Anil Jahagirdar directly on +91 20 6738 5974 if you have any questions.

Yours sincerely,
Credit Suisse Services AG, Pune Branch

Syed Jilani

Syed Jilani
Vice President
Human Resources

Shivani

Shivani Kapur
Vice President
Human Resources

I accept the above offer of an internship and agree to the terms and conditions set out in this internship agreement. In particular, I consent to Credit Suisse Services AG, Pune Branch (or any person acting on its behalf) conducting such checks and investigations as it in its sole and absolute discretion deems necessary, as further described in this letter.

Signed: _____

Intern Name: Mayank Kumar

Date: _____

Mayank Kumar

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26/02/2021

PRIVATE & CONFIDENTIAL

26 February, 2021

Ashish Mishra
Army Institute of Technology (AIT)
Alandi Rd, Dighi, Pune
Maharashtra 411015

Dear Ashish,

We are pleased to offer you an internship with Credit Suisse Services AG, Pune Branch (the "Company") on the terms and conditions set out below in this internship agreement.

In the course of your internship with the Company, you will be required to perform services for the Company and, subject to applicable laws and regulations, other entities comprising the Credit Suisse Group. In this internship agreement, "Credit Suisse Group" and "CS" mean Credit Suisse Group AG and/or its affiliates.

Location:

Your principal place of work will be in the Company's offices in Pune, India. Although you may be required to travel outside of Pune from time to time to carry out your duties, you must not work on a regular basis from any other location outside of Pune without the written approval of the Company.

Position:

Intern, Technology

Commencement Date:

Your internship will commence on a date following the satisfactory completion of the background and other checks referred to herein which is to be agreed between you and the Company (the "Commencement Date") but in any event no later than 14 June, 2021. Your Commencement Date is also subject to work visa approval, where applicable.


Duration:

The duration of your internship will commence on the Commencement Date and unless terminated sooner in accordance with the 'Termination' section herein, will expire on 13 August, 2021. Your internship may be extended by mutual agreement between you and the Company in writing.

Ashish Mishra

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26/02/2021



Stipend:

Your stipend will be INR 900,000 per annum, payable monthly. Your Stipend will be payable in equal instalments monthly in arrears and will be subject to all applicable statutory withholdings.

Overtime:

You will not be eligible for overtime payments in line with prevailing Company policy.

Annual Leave:

You will not be entitled to any annual leave during the period of the internship. However you will be entitled to all public holidays approved for the Company.

Other Benefits:

You will not be entitled to any additional benefits.

Working Hours:

You will be required to work a minimum of 40 hours per week exclusive of meal breaks. The timing of these hours will be determined by the Company in its sole discretion and may include hours that are not within the official business hours of the Company (as defined in the Employee Handbook).

Taxation:

If applicable, the Company will withhold and make due payment of income taxes levied on your internship income and accordingly, if applicable the Company will deduct the appropriate amounts from your gross income.

However, you will remain personally responsible for the preparation, filing and payment of all your income and other taxes worldwide to the relevant tax authorities in connection with the payments and other benefits received by you under this internship agreement.

Termination:

Either you may or we may terminate your internship with the Company for any reason by giving seven day's notice in writing to the other party if such notice is given within the first month following the Commencement Date; and at any time thereafter by giving fifteen day's notice in writing to the other party. The Company, however, shall have the right to shorten any notice period it is required to give you by a payment equal to the amount of the stipend you would have otherwise been paid for the unexpired notice period.

Notwithstanding the foregoing, if the Company terminates your internship for Cause, no notice will be required. With regard to references in this letter to termination for Cause, 'Cause' shall mean: (i) wilful misconduct or gross negligence in the performance of your duties; wilful and continued failure or refusal to perform any duties reasonably requested in the course of your internship with the Company (other than a failure resulting from your disability, as defined in the Company's long-term disability plans applicable to you); or (ii) fraudulent, dishonest or other improper conduct engaged in by you that causes, or in the sole discretion of the Company has the potential to cause, harm to the Company, its parents, its affiliates, its subsidiaries, its business units, its divisions or its or their business or reputation, including, without limitation, your violation of any policies of the Credit Suisse Group applicable to you, your violation of laws, rules or regulations applicable to you, criminal activity, habitual drunkenness or use of illegal drugs; or (iii) a material breach by you of this agreement including engaging in competitive activity or in the direct or indirect hiring or solicitation of employees in violation of any applicable contract, agreement, directive or policy; or in the direct or indirect solicitation of customers or clients of the Credit Suisse Group in violation of any applicable contract, agreement, directive or policy; or disclosing Confidential Information in violation of any applicable contract, agreement, directive or policy; or a failure by you to give notice of a resignation as required by any applicable contract, agreement, or policy.

During any notice period (whether you or the Company has given notice) you will, pending the termination of your internship with the Company, continue to be subject to your fiduciary duties and other obligations as an intern of the Company, you will assist the Company in the transition of your responsibilities and will be entitled to continue to receive your stipend. You may, at the Company's option, be required to remain away from the Company's premises during all or part of the notice period. In no event, however, may you perform services for any other person, firm, corporation or employer during the notice period.

Post Internship Restraints:

For the purposes of this section / paragraph:

'Client' shall mean any Person who is a customer or client of the Company or CS (or was such a client or customer at any time within the Relevant Timeframe) and is also a Person either:

- (a) with whom you have had significant personal contact or dealings in the course of your internship with the Company in the Relevant Timeframe ; and/or
- (b) with whose custom or business you were involved in the course of your internship with the Company in the Relevant Timeframe; and/or
- (c) in respect of whom you have had access to Confidential Information in the Relevant Timeframe (provided that this information remained confidential beyond the Termination Date and could be used by you to obtain business from the Person).

'Client' shall also include any Person with whom the Company or CS were in negotiations or discussions (including tender proposals) in which you were involved and/or with whom you had significant personal contact or dealings and/or in respect of whom you have had access to

Confidential Information, at any time in the Relevant Timeframe regarding that Person becoming a customer or client.

'Person' means an individual person, corporation or other entity (whether or not having separate legal personality);

'Relevant Period' means thirty (30) days;

'Restricted Person' means any Person who is employed or otherwise engaged by the Company or CS (or was so employed or engaged at any time during the Relevant Timeframe) and with whom you worked and/or had significant personal contact in the course of your internship with the Company during the Relevant Timeframe PROVIDED THAT in the course of that Person's employment or engagement, the Person also dealt with or was responsible for customers or clients of the Company or CS, and/or had access to the Confidential Information of the Company or CS, and/or was part of the senior management team of the Company or CS and/or held the post of relationship manager, investment consultant or any similar sales-related post in the Company or CS;

'Termination Date' means the date upon which your internship with the Company ceases, irrespective of the reason for or manner of the cessation; and

'Relevant Timeframe' means the last twelve (12) months of your internship with the Company, or if you have been employed for less than twelve (12) months, that period.

Non-Solicitation:

For the Relevant Period commencing upon and following the Termination Date, you shall not whether on your own behalf or in conjunction with or on behalf of any other person, firm, company, organisation or any other entity (and whether as director, shareholder, principal, consultant, agent, partner, employee, contractor or otherwise) directly or indirectly:

- (a) solicit, induce or encourage any Restricted Person, to leave the employment of, or to cease to provide services to, the Company or CS or to accept employment with, or provide services to, any other Person (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (b) employ or engage or participate in the employment or engagement of any Restricted Person in the same or a similar field of work in which they were previously employed or engaged by the Company or CS, in competition with the Company or CS (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (c) solicit, induce or encourage any Client: (i) to cease to use the services or products of the Company or CS and/or (ii) to use the services or products of any Person who competes with the Company or CS; and/or to otherwise interfere with the relationship which the Company or CS maintains with a Client and/or to discuss with any Client the present or



future availability and/or provision of services or products of any Person who competes with the Company or CS; or

- (d) accept a request from and/or enter into any business dealings with any Client to provide services or products of the same type as or similar to or competitive with any of the services or products supplied by the Company or CS.

Scope of Restraints:

You agree that the Non-Solicitation restraints above (together, the "Restraints") are reasonable and necessary in all the circumstances for the protection of the Company's or CS's confidential information, proprietary interests, client relations, and all other legitimate business interests of the Company or CS and that, having regard to those interests, the Restraints do not work unreasonably on you.

Further, you agree that:

- (a) the various provisions of the Restraints each constitute an entirely separate and independent covenant and that if any part of them is or becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions of the Restraints; and
- (b) if one or more of the Restraints should be held by the court to be illegal, invalid or unenforceable for any reason whatsoever but would have been held valid if part of the wordings had been deleted or the period reduced or the range of activities reduced in scope, the said Restraints shall apply with such modifications as may be necessary to make them valid and effective.

For the avoidance of doubt, the Restraints shall apply in relation to all Clients and Restricted Persons in respect of whom they are expressed to apply notwithstanding that such Clients and Restricted Persons may have been introduced to the Company or CS by you (or any person under your control) before or during your (or that person's) internship (or employment) with the Company.

Remedies:

You acknowledge that damages may not be an adequate remedy for breach of the Restraints by you, and that the Company may also, or alternatively seek injunctive or equitable relief for your breach or potential breach of any of the Restraints.

Background and Other Checks:

By signing and returning this internship agreement, you represent and agree that:

- (a) except as disclosed in writing to the Company prior to the date hereof, you have no criminal record and there are no civil or criminal proceedings outstanding against you;

- (b) except as disclosed in writing to the Company prior to the date hereof, you have not been fined, censured or disciplined by any regulatory body in the banking or financial markets industry or by any stock exchange;
- (c) you are not currently, and have not previously been, disqualified from acting as a director;
- (d) you have not failed to disclose or misrepresented to the Company or any of its affiliates any information, which the Company in its sole and absolute discretion deems to be material for the purposes of this internship agreement; and
- (e) you are free to enter into this internship agreement and to take up an the internship with the Company on the Commencement Date and that you are not subject to any agreement, arrangement or restriction affecting your right to compete with any person or to solicit clients or employees of any person or in any way restricting you from performing the obligations referred to in this internship agreement.

In addition, by signing and returning this internship agreement, you give your irrevocable consent to the Company (or any person acting on behalf of the Company) conducting such checks and investigations as the Company in its sole and absolute discretion deems necessary in order (i) to verify the matters covered by the representations set out above; and (ii) to determine your suitability for an internship with the Company. You undertake to take such actions as may be necessary or desirable in the reasonable opinion of the Company to assist all such checks and investigations.

You shall, upon a request by the Company, provide references from previous employers and, in certain cases, regulatory authorities, as well as any additional information, which may be required in order for the Company to verify the matters covered by the representations set out above. This internship agreement is conditional upon the Company receiving, and being satisfied with, such references and additional information including relevant visas and regulatory licences.

The Company has the right to terminate this internship agreement without notice and/or your internship for Cause without notice if it subsequently discovers or determines in its sole discretion that (1) any of the above representations (a) to (e) were untrue as at the date on which you counter-sign this internship agreement or (2) the results of its background checks and investigations referred to above are not satisfactory.

Your commencement of your internship with the Company is strictly conditional upon and cannot take place until the Company has completed, and is satisfied in all respects with the results of, its background checks and investigations pursuant to this section.

Confidentiality:

The terms of this internship agreement and your stipend should not be disclosed to any entity, organization or person or discussed with any employee or intern of the Company or CS except your immediate manager and the Human Resources department.

During the course of your internship with the Company, you will acquire information in oral, written and/or electronic form, whether recorded or otherwise, that is of a confidential or

proprietary nature (the "Confidential Information"). Confidential Information includes (without limitation) all non-public information that is either developed by or for the benefit of the Company or CS, and which pertains to the business, clients, customers, counter parties, shareholders, employees, policies, procedures, financial condition, earnings, prospects or trade secrets of the Company or CS. Confidential Information shall also include, without limitation, any work product developed by you, either singularly or jointly with any other person(s) that is based on, or incorporates, Confidential Information.

You are required to maintain the confidentiality of Confidential Information and by signing this internship agreement as provided below you acknowledge and confirm that you will not, at any time during or after the termination of your internship with the Company, except as required by law, for any reason disclose any Confidential Information to any persons other than (a) those who are employees of the Company or CS and need to know or whose business it is to know the same, (b) third parties if such disclosure is necessary in connection with the legitimate business of the Company or CS, or (c) with prior written approval of the Company. Furthermore, you will not, during or after the termination of your internship with the Company, attempt to use Confidential Information to the detriment or prejudice of the Credit Suisse Group or for personal gain or the gain of a third party.

You represent, warrant and agree that you will not improperly use or disclose to the Company for its benefit or enter into the Company's electronic systems any confidential information (including without limitation, client lists and client-sensitive information such as information relating to client accounts and transactions) or trade secrets which are proprietary or belong to (i) any former or current employers or (ii) any other person to whom you owe an obligation of confidentiality. You must not bring onto the premises of the Company any materials which contain such confidential information or trade secrets, any unpublished documents or property belonging to any person referred to in either (i) or (ii) above unless consented to in writing by such person.

Removal of Property:

Prior to the termination of your internship with the Company, you must return to the Company (in the absence of prior written approval of the Company to do otherwise) any documents, proposals, correspondence, analyses, writings, papers, memoranda, records, notes, reports, recordings, computer programs, computer schedules, computer tapes, computer disks, client lists or any other materials based on or containing information that is of a confidential or proprietary nature to the Company or CS; and all other documents, correspondence, manuals, security passes, keys and any other items whatsoever which may be in your possession, custody or under your control and which belong to the Company or CS.

Company Policies:

You acknowledge that the rules, regulations, policies and procedures of the Company as they may be published or amended from time to time (the "Company Policies") (including without limitation, as specified in the Employee Handbook), form directions from the Company with which you are required to comply. Without limiting the generality of this paragraph, we draw your attention to the Credit Suisse Group's Code of Conduct and the Company's policies on Personal Account Trading and Outside Business Activities that impose restrictions on interns,

employees and other staff during the course of their engagement entering into certain transactions on their own account or maintaining or entering into business arrangements that they may otherwise wish to maintain. Please contact the Company's Human Resources Department if you require further information on these or any other policies.

You further acknowledge that the Company Policies and/or Employee Handbook do not form part of the terms and conditions of this internship agreement and that the Company may supplement, amend or withdraw the Company Policies and/or Employee Handbook at any time, with or without notice to you. Nothing contained in the Company Policies or Employee Handbook shall limit the Company's right to terminate your internship in accordance with the 'Termination' section above.

You will be provided with a copy of the Employee Handbook either in hard copy or through an electronic link upon the Commencement Date; however, you may request a copy at an earlier time. You will be required to acknowledge that you have read, and you understand and accept the terms of the Employee Handbook. Where there is any inconsistency between the terms of the Employee Handbook and this internship agreement, the terms of this internship agreement will prevail.

Other Conditions:

This internship agreement is subject to the grant to you of the necessary work permit and such other permission, licence or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.

You will perform such duties and accept such responsibilities as may from time to time be assigned to you by the Company to the utmost of your ability, to promote and advance the interests of the Company.

You will not at any time during the continuance of your internship engage directly or indirectly in any other business or occupation, or engage in any activities to the detriment of the Company's interests.

May we point out that our business requires absolutely reliable and trustworthy individuals who can protect the Company's interests in every respect. Of particular importance is that all information concerning the Company and of its affiliates must be treated in strictest confidence.

To the extent permitted by law, the Company will be entitled at any time during your internship, and in any event, when your internship ends, to deduct from your stipend any monies due from you. This includes, but is not limited to, any outstanding loans, advances, overpayments, relocation or education expenses and excess leave taken by you.

The Company reserves the right at any time and from time to time to add, amend revise or vary the terms and conditions of your internship by giving you written notice thereof.



Governing Law:

These terms and conditions and your internship with the Company shall be governed by and construed in accordance with the laws of India.

This offer of an internship, unless withdrawn at an earlier date by the Company, will remain open for acceptance by you for a period of two weeks from the date hereof. Please confirm your acceptance of the above terms and conditions by signing and returning the duplicate of this letter of offer.

We look forward to welcoming you to Credit Suisse Services AG, Pune Branch. Please feel free to call Anand Anil Jahagirdar directly on +91 20 6738 5974 if you have any questions.

Yours sincerely,
Credit Suisse Services AG, Pune Branch

Syed Jilani

Syed Jilani
Vice President
Human Resources

Shivani

Shivani Kapur
Vice President
Human Resources

I accept the above offer of an internship and agree to the terms and conditions set out in this internship agreement. In particular, I consent to Credit Suisse Services AG, Pune Branch (or any person acting on its behalf) conducting such checks and investigations as it in its sole and absolute discretion deems necessary, as further described in this letter.

Signed: _____



Intern Name: _____

Ashish Mishra

Date: _____

March 1, 2021 | 8:19:11 PM PST

Ashish Mishra

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26/02/2021



CREDIT SUISSE SERVICES AG

(Corporation incorporated in Switzerland with limited liability)
1st to 7th Floor, Tower A, Phone +91 20 6713 3001/2
(Eon Free Zone Phase - 2) www.credit-suisse.com
EON Kharadi Infrastructure Pvt. Ltd. - SEZ,
S. No. 72, Hissa No. 2/1,
Kharadi, Pune, Maharashtra - 411 014, India

PRIVATE & CONFIDENTIAL

02 March, 2021

Narendra Kumar Yadav
Army Institute of Technology (AIT)
Alandi Rd, Dighi, Pune
Maharashtra 411015

Dear Narendra,

We are pleased to offer you an internship with Credit Suisse Services AG, Pune Branch (the "Company") on the terms and conditions set out below in this internship agreement.

In the course of your internship with the Company, you will be required to perform services for the Company and, subject to applicable laws and regulations, other entities comprising the Credit Suisse Group. In this internship agreement, "Credit Suisse Group" and "CS" mean Credit Suisse Group AG and/or its affiliates.

Location:

Your principal place of work will be in the Company's offices in Pune, India. Although you may be required to travel outside of Pune from time to time to carry out your duties, you must not work on a regular basis from any other location outside of Pune without the written approval of the Company.

Position:

Intern, Technology

Commencement Date:

Your internship will commence on a date following the satisfactory completion of the background and other checks referred to herein which is to be agreed between you and the Company (the "Commencement Date") but in any event no later than 14 June, 2021. Your Commencement Date is also subject to work visa approval, where applicable.

Duration:

The duration of your internship will commence on the Commencement Date and unless terminated sooner in accordance with the 'Termination' section herein, will expire on 13 August, 2021. Your internship may be extended by mutual agreement between you and the Company in writing.

Stipend:

Your stipend will be INR 900,000 per annum, payable monthly. Your Stipend will be payable in equal instalments monthly in arrears and will be subject to all applicable statutory withholdings.

Overtime:

You will not be eligible for overtime payments in line with prevailing Company policy.

Annual Leave:

You will not be entitled to any annual leave during the period of the internship. However you will be entitled to all public holidays approved for the Company.

Other Benefits:

You will not be entitled to any additional benefits.

Working Hours:

You will be required to work a minimum of 40 hours per week exclusive of meal breaks. The timing of these hours will be determined by the Company in its sole discretion and may include hours that are not within the official business hours of the Company (as defined in the Employee Handbook).

Taxation:

If applicable, the Company will withhold and make due payment of income taxes levied on your internship income and accordingly, if applicable the Company will deduct the appropriate amounts from your gross income.

However, you will remain personally responsible for the preparation, filing and payment of all your income and other taxes worldwide to the relevant tax authorities in connection with the payments and other benefits received by you under this internship agreement.

Termination:

Either you may or we may terminate your internship with the Company for any reason by giving seven day's notice in writing to the other party if such notice is given within the first month following the Commencement Date; and at any time thereafter by giving fifteen day's notice in writing to the other party. The Company, however, shall have the right to shorten any notice period it is required to give you by a payment equal to the amount of the stipend you would have otherwise been paid for the unexpired notice period.

Narendra Kumar Yadav

Notwithstanding the foregoing, if the Company terminates your internship for Cause, no notice will be required. With regard to references in this letter to termination for Cause, 'Cause' shall mean: (i) wilful misconduct or gross negligence in the performance of your duties; wilful and continued failure or refusal to perform any duties reasonably requested in the course of your internship with the Company (other than a failure resulting from your disability, as defined in the Company's long-term disability plans applicable to you); or (ii) fraudulent, dishonest or other improper conduct engaged in by you that causes, or in the sole discretion of the Company has the potential to cause, harm to the Company, its parents, its affiliates, its subsidiaries, its business units, its divisions or its or their business or reputation, including, without limitation, your violation of any policies of the Credit Suisse Group applicable to you, your violation of laws, rules or regulations applicable to you, criminal activity, habitual drunkenness or use of illegal drugs; or (iii) a material breach by you of this agreement including engaging in competitive activity or in the direct or indirect hiring or solicitation of employees in violation of any applicable contract, agreement, directive or policy; or in the direct or indirect solicitation of customers or clients of the Credit Suisse Group in violation of any applicable contract, agreement, directive or policy; or disclosing Confidential Information in violation of any applicable contract, agreement, directive or policy; or a failure by you to give notice of a resignation as required by any applicable contract, agreement, or policy.

During any notice period (whether you or the Company has given notice) you will, pending the termination of your internship with the Company, continue to be subject to your fiduciary duties and other obligations as an intern of the Company, you will assist the Company in the transition of your responsibilities and will be entitled to continue to receive your stipend. You may, at the Company's option, be required to remain away from the Company's premises during all or part of the notice period. In no event, however, may you perform services for any other person, firm, corporation or employer during the notice period.

Post Internship Restraints:

For the purposes of this section / paragraph:

'Client' shall mean any Person who is a customer or client of the Company or CS (or was such a client or customer at any time within the Relevant Timeframe) and is also a Person either:

- (a) with whom you have had significant personal contact or dealings in the course of your internship with the Company in the Relevant Timeframe ; and/or
- (b) with whose custom or business you were involved in the course of your internship with the Company in the Relevant Timeframe; and/or
- (c) in respect of whom you have had access to Confidential Information in the Relevant Timeframe (provided that this information remained confidential beyond the Termination Date and could be used by you to obtain business from the Person).

'Client' shall also include any Person with whom the Company or CS were in negotiations or discussions (including tender proposals) in which you were involved and/or with whom you had significant personal contact or dealings and/or in respect of whom you have had access to

Confidential Information, at any time in the Relevant Timeframe regarding that Person becoming a customer or client.

'Person' means an individual person, corporation or other entity (whether or not having separate legal personality);

'Relevant Period' means thirty (30) days;

'Restricted Person' means any Person who is employed or otherwise engaged by the Company or CS (or was so employed or engaged at any time during the Relevant Timeframe) and with whom you worked and/or had significant personal contact in the course of your internship with the Company during the Relevant Timeframe PROVIDED THAT in the course of that Person's employment or engagement, the Person also dealt with or was responsible for customers or clients of the Company or CS, and/or had access to the Confidential Information of the Company or CS, and/or was part of the senior management team of the Company or CS and/or held the post of relationship manager, investment consultant or any similar sales-related post in the Company or CS;

'Termination Date' means the date upon which your internship with the Company ceases, irrespective of the reason for or manner of the cessation; and

'Relevant Timeframe' means the last twelve (12) months of your internship with the Company, or if you have been employed for less than twelve (12) months, that period.

Non-Solicitation:

For the Relevant Period commencing upon and following the Termination Date, you shall not whether on your own behalf or in conjunction with or on behalf of any other person, firm, company, organisation or any other entity (and whether as director, shareholder, principal, consultant, agent, partner, employee, contractor or otherwise) directly or indirectly:

- (a) solicit, induce or encourage any Restricted Person, to leave the employment of, or to cease to provide services to, the Company or CS or to accept employment with, or provide services to, any other Person (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (b) employ or engage or participate in the employment or engagement of any Restricted Person in the same or a similar field of work in which they were previously employed or engaged by the Company or CS, in competition with the Company or CS (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (c) solicit, induce or encourage any Client: (i) to cease to use the services or products of the Company or CS and/or (ii) to use the services or products of any Person who competes with the Company or CS; and/or to otherwise interfere with the relationship which the Company or CS maintains with a Client and/or to discuss with any Client the present or

Narendra Kumar Yadav

future availability and/or provision of services or products of any Person who competes with the Company or CS; or

- (d) accept a request from and/or enter into any business dealings with any Client to provide services or products of the same type as or similar to or competitive with any of the services or products supplied by the Company or CS.

Scope of Restraints:

You agree that the Non-Solicitation restraints above (together, the "Restraints") are reasonable and necessary in all the circumstances for the protection of the Company's or CS's confidential information, proprietary interests, client relations, and all other legitimate business interests of the Company or CS and that, having regard to those interests, the Restraints do not work unreasonably on you.

Further, you agree that:

- (a) the various provisions of the Restraints each constitute an entirely separate and independent covenant and that if any part of them is or becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions of the Restraints; and
- (b) if one or more of the Restraints should be held by the court to be illegal, invalid or unenforceable for any reason whatsoever but would have been held valid if part of the wordings had been deleted or the period reduced or the range of activities reduced in scope, the said Restraints shall apply with such modifications as may be necessary to make them valid and effective.

For the avoidance of doubt, the Restraints shall apply in relation to all Clients and Restricted Persons in respect of whom they are expressed to apply notwithstanding that such Clients and Restricted Persons may have been introduced to the Company or CS by you (or any person under your control) before or during your (or that person's) internship (or employment) with the Company.

Remedies:

You acknowledge that damages may not be an adequate remedy for breach of the Restraints by you, and that the Company may also, or alternatively seek injunctive or equitable relief for your breach or potential breach of any of the Restraints.

Background and Other Checks:

By signing and returning this internship agreement, you represent and agree that:

- (a) except as disclosed in writing to the Company prior to the date hereof, you have no criminal record and there are no civil or criminal proceedings outstanding against you;

- (b) except as disclosed in writing to the Company prior to the date hereof, you have not been fined, censured or disciplined by any regulatory body in the banking or financial markets industry or by any stock exchange;
- (c) you are not currently, and have not previously been, disqualified from acting as a director;
- (d) you have not failed to disclose or misrepresented to the Company or any of its affiliates any information, which the Company in its sole and absolute discretion deems to be material for the purposes of this internship agreement; and
- (e) you are free to enter into this internship agreement and to take up an the internship with the Company on the Commencement Date and that you are not subject to any agreement, arrangement or restriction affecting your right to compete with any person or to solicit clients or employees of any person or in any way restricting you from performing the obligations referred to in this internship agreement.

In addition, by signing and returning this internship agreement, you give your irrevocable consent to the Company (or any person acting on behalf of the Company) conducting such checks and investigations as the Company in its sole and absolute discretion deems necessary in order (i) to verify the matters covered by the representations set out above; and (ii) to determine your suitability for an internship with the Company. You undertake to take such actions as may be necessary or desirable in the reasonable opinion of the Company to assist all such checks and investigations.

You shall, upon a request by the Company, provide references from previous employers and, in certain cases, regulatory authorities, as well as any additional information, which may be required in order for the Company to verify the matters covered by the representations set out above. This internship agreement is conditional upon the Company receiving, and being satisfied with, such references and additional information including relevant visas and regulatory licences.

The Company has the right to terminate this internship agreement without notice and/or your internship for Cause without notice if it subsequently discovers or determines in its sole discretion that (1) any of the above representations (a) to (e) were untrue as at the date on which you counter-sign this internship agreement or (2) the results of its background checks and investigations referred to above are not satisfactory.

Your commencement of your internship with the Company is strictly conditional upon and cannot take place until the Company has completed, and is satisfied in all respects with the results of, its background checks and investigations pursuant to this section.

Confidentiality:

The terms of this internship agreement and your stipend should not be disclosed to any entity, organization or person or discussed with any employee or intern of the Company or CS except your immediate manager and the Human Resources department.

During the course of your internship with the Company, you will acquire information in oral, written and/or electronic form, whether recorded or otherwise, that is of a confidential or

Narendra Kumar Yadav

proprietary nature (the "Confidential Information"). Confidential Information includes (without limitation) all non-public information that is either developed by or for the benefit of the Company or CS, and which pertains to the business, clients, customers, counter parties, shareholders, employees, policies, procedures, financial condition, earnings, prospects or trade secrets of the Company or CS. Confidential Information shall also include, without limitation, any work product developed by you, either singularly or jointly with any other person(s) that is based on, or incorporates, Confidential Information.

You are required to maintain the confidentiality of Confidential Information and by signing this internship agreement as provided below you acknowledge and confirm that you will not, at any time during or after the termination of your internship with the Company, except as required by law, for any reason disclose any Confidential Information to any persons other than (a) those who are employees of the Company or CS and need to know or whose business it is to know the same, (b) third parties if such disclosure is necessary in connection with the legitimate business of the Company or CS, or (c) with prior written approval of the Company. Furthermore, you will not, during or after the termination of your internship with the Company, attempt to use Confidential Information to the detriment or prejudice of the Credit Suisse Group or for personal gain or the gain of a third party.

You represent, warrant and agree that you will not improperly use or disclose to the Company for its benefit or enter into the Company's electronic systems any confidential information (including without limitation, client lists and client-sensitive information such as information relating to client accounts and transactions) or trade secrets which are proprietary or belong to (i) any former or current employers or (ii) any other person to whom you owe an obligation of confidentiality. You must not bring onto the premises of the Company any materials which contain such confidential information or trade secrets, any unpublished documents or property belonging to any person referred to in either (i) or (ii) above unless consented to in writing by such person.

Removal of Property:

Prior to the termination of your internship with the Company, you must return to the Company (in the absence of prior written approval of the Company to do otherwise) any documents, proposals, correspondence, analyses, writings, papers, memoranda, records, notes, reports, recordings, computer programs, computer schedules, computer tapes, computer disks, client lists or any other materials based on or containing information that is of a confidential or proprietary nature to the Company or CS; and all other documents, correspondence, manuals, security passes, keys and any other items whatsoever which may be in your possession, custody or under your control and which belong to the Company or CS.

Company Policies:

You acknowledge that the rules, regulations, policies and procedures of the Company as they may be published or amended from time to time (the "Company Policies") (including without limitation, as specified in the Employee Handbook), form directions from the Company with which you are required to comply. Without limiting the generality of this paragraph, we draw your attention to the Credit Suisse Group's Code of Conduct and the Company's policies on Personal Account Trading and Outside Business Activities that impose restrictions on interns,

employees and other staff during the course of their engagement entering into certain transactions on their own account or maintaining or entering into business arrangements that they may otherwise wish to maintain. Please contact the Company's Human Resources Department if you require further information on these or any other policies.

You further acknowledge that the Company Policies and/or Employee Handbook do not form part of the terms and conditions of this internship agreement and that the Company may supplement, amend or withdraw the Company Policies and/or Employee Handbook at any time, with or without notice to you. Nothing contained in the Company Policies or Employee Handbook shall limit the Company's right to terminate your internship in accordance with the 'Termination' section above.

You will be provided with a copy of the Employee Handbook either in hard copy or through an electronic link upon the Commencement Date; however, you may request a copy at an earlier time. You will be required to acknowledge that you have read, and you understand and accept the terms of the Employee Handbook. Where there is any inconsistency between the terms of the Employee Handbook and this internship agreement, the terms of this internship agreement will prevail.

Other Conditions:

This internship agreement is subject to the grant to you of the necessary work permit and such other permission, licence or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.

You will perform such duties and accept such responsibilities as may from time to time be assigned to you by the Company to the utmost of your ability, to promote and advance the interests of the Company.

You will not at any time during the continuance of your internship engage directly or indirectly in any other business or occupation, or engage in any activities to the detriment of the Company's interests.

May we point out that our business requires absolutely reliable and trustworthy individuals who can protect the Company's interests in every respect. Of particular importance is that all information concerning the Company and of its affiliates must be treated in strictest confidence.

To the extent permitted by law, the Company will be entitled at any time during your internship, and in any event, when your internship ends, to deduct from your stipend any monies due from you. This includes, but is not limited to, any outstanding loans, advances, overpayments, relocation or education expenses and excess leave taken by you.

The Company reserves the right at any time and from time to time to add, amend revise or vary the terms and conditions of your internship by giving you written notice thereof.

Narendra Kumar Yadav

Governing Law:

These terms and conditions and your internship with the Company shall be governed by and construed in accordance with the laws of India.

This offer of an internship, unless withdrawn at an earlier date by the Company, will remain open for acceptance by you for a period of two weeks from the date hereof. Please confirm your acceptance of the above terms and conditions by signing and returning the duplicate of this letter of offer.

We look forward to welcoming you to Credit Suisse Services AG, Pune Branch. Please feel free to call Anand Anil Jahagirdar directly on +91 20 6738 5974 if you have any questions.

Yours sincerely,
Credit Suisse Services AG, Pune Branch

Syed Jilani

Syed Jilani
Vice President
Human Resources

Shivani

Shivani Kapur
Vice President
Human Resources

I accept the above offer of an internship and agree to the terms and conditions set out in this internship agreement. In particular, I consent to Credit Suisse Services AG, Pune Branch (or any person acting on its behalf) conducting such checks and investigations as it in its sole and absolute discretion deems necessary, as further described in this letter.

Signed: 

Intern Name: Narendera Kumar Yadav

Date: March 2, 2021 | 3:56:28 AM PST

CREDIT SUISSE SERVICES AG

(Corporation incorporated in Switzerland with limited liability)
1st to 7th Floor, Tower A, Phone +91 20 6713 3001/2
(Eon Free Zone Phase - 2) www.credit-suisse.com
EON Kharadi Infrastructure Pvt. Ltd. - SEZ,
S. No. 72, Hissa No. 2/1,
Kharadi, Pune, Maharashtra - 411 014, India

PRIVATE & CONFIDENTIAL

1 June, 2021

Ms. Pushpa
Army Institute of Technology (AIT), Alandi Rd
Dighi, Pune, Maharashtra 411015

Dear Pushpa,

We are pleased to offer you an internship with Credit Suisse Services AG, Pune Branch (the "Company") on the terms and conditions set out below in this internship agreement.

In the course of your internship with the Company, you will be required to perform services for the Company and, subject to applicable laws and regulations, other entities comprising the Credit Suisse Group. In this internship agreement, "Credit Suisse Group" and "CS" mean Credit Suisse Group AG and/or its affiliates.

Location:

Your principal place of work will be in the Company's offices in Pune, India. Although you may be required to travel outside of Pune from time to time to carry out your duties, you must not work on a regular basis from any other location outside of Pune without the written approval of the Company.

Position:

Intern, Technology

Commencement Date:

Your internship will commence on a date following the satisfactory completion of the background and other checks referred to herein which is to be agreed between you and the Company (the "Commencement Date") but in any event no later than 5 July, 2021. Your Commencement Date is also subject to work visa approval, where applicable.

Duration:

The duration of your internship will commence on the Commencement Date and unless terminated sooner in accordance with the 'Termination' section herein, will expire on 3 September, 2021. Your internship may be extended by mutual agreement between you and the Company in writing.

Pushpa

Page 1 of 9

01/06/2021



Stipend:

Your stipend will be **INR 900,000 per annum**, payable monthly. Your Stipend will be payable in equal instalments monthly in arrears and will be subject to all applicable statutory withholdings.

Overtime:

You will not be eligible for overtime payments in line with prevailing Company policy.

Annual Leave:

You will not be entitled to any annual leave during the period of the internship. However you will be entitled to all public holidays approved for the Company.

Other Benefits:

You will not be entitled to any additional benefits.

Working Hours:

You will be required to work a minimum of 40 hours per week exclusive of meal breaks. The timing of these hours will be determined by the Company in its sole discretion and may include hours that are not within the official business hours of the Company (as defined in the Employee Handbook).

Taxation:

If applicable, the Company will withhold and make due payment of income taxes levied on your internship income and accordingly, if applicable the Company will deduct the appropriate amounts from your gross income.

However, you will remain personally responsible for the preparation, filing and payment of all your income and other taxes worldwide to the relevant tax authorities in connection with the payments and other benefits received by you under this internship agreement.

Termination:

Either you may or we may terminate your internship with the Company for any reason by giving seven day's notice in writing to the other party if such notice is given within the first month following the Commencement Date; and at any time thereafter by giving fifteen day's notice in writing to the other party. The Company, however, shall have the right to shorten any notice period it is required to give you by a payment equal to the amount of the stipend you would have otherwise been paid for the unexpired notice period.

Notwithstanding the foregoing, if the Company terminates your internship for Cause, no notice will be required. With regard to references in this letter to termination for Cause, 'Cause' shall mean: (i) wilful misconduct or gross negligence in the performance of your duties; wilful and continued failure or refusal to perform any duties reasonably requested in the course of your

Pushpa

internship with the Company (other than a failure resulting from your disability, as defined in the Company's long-term disability plans applicable to you); or (ii) fraudulent, dishonest or other improper conduct engaged in by you that causes, or in the sole discretion of the Company has the potential to cause, harm to the Company, its parents, its affiliates, its subsidiaries, its business units, its divisions or its or their business or reputation, including, without limitation, your violation of any policies of the Credit Suisse Group applicable to you, your violation of laws, rules or regulations applicable to you, criminal activity, habitual drunkenness or use of illegal drugs; or (iii) a material breach by you of this agreement including engaging in competitive activity or in the direct or indirect hiring or solicitation of employees in violation of any applicable contract, agreement, directive or policy; or in the direct or indirect solicitation of customers or clients of the Credit Suisse Group in violation of any applicable contract, agreement, directive or policy; or disclosing Confidential Information in violation of any applicable contract, agreement, directive or policy; or a failure by you to give notice of a resignation as required by any applicable contract, agreement, or policy.

During any notice period (whether you or the Company has given notice) you will, pending the termination of your internship with the Company, continue to be subject to your fiduciary duties and other obligations as an intern of the Company, you will assist the Company in the transition of your responsibilities and will be entitled to continue to receive your stipend. You may, at the Company's option, be required to remain away from the Company's premises during all or part of the notice period. In no event, however, may you perform services for any other person, firm, corporation or employer during the notice period.

Post Internship Restraints:

For the purposes of this section / paragraph:

'Client' shall mean any Person who is a customer or client of the Company or CS (or was such a client or customer at any time within the Relevant Timeframe) and is also a Person either:

- (a) with whom you have had significant personal contact or dealings in the course of your internship with the Company in the Relevant Timeframe ; and/or
- (b) with whose custom or business you were involved in the course of your internship with the Company in the Relevant Timeframe; and/or
- (c) in respect of whom you have had access to Confidential Information in the Relevant Timeframe (provided that this information remained confidential beyond the Termination Date and could be used by you to obtain business from the Person).

'Client' shall also include any Person with whom the Company or CS were in negotiations or discussions (including tender proposals) in which you were involved and/or with whom you had significant personal contact or dealings and/or in respect of whom you have had access to Confidential Information, at any time in the Relevant Timeframe regarding that Person becoming a customer or client.

Governing Law:

These terms and conditions and your internship with the Company shall be governed by and construed in accordance with the laws of India.

This offer of an internship, unless withdrawn at an earlier date by the Company, will remain open for acceptance by you for a period of two weeks from the date hereof. Please confirm your acceptance of the above terms and conditions by signing and returning the duplicate of this letter of offer.

We look forward to welcoming you to Credit Suisse Services AG, Pune Branch. Please feel free to call Anand Jahagirdar directly on 91 20 6738 5974 if you have any questions.

Yours sincerely,
Credit Suisse Services AG, Pune Branch

Shivani

Shivani Kapur
Vice President
Human Resources

Syed Jilani

Syed Jilani
Vice President
Human Resources

I accept the above offer of an internship and agree to the terms and conditions set out in this internship agreement. In particular, I consent to Credit Suisse Services AG, Pune Branch (or any person acting on its behalf) conducting such checks and investigations as it in its sole and absolute discretion deems necessary, as further described in this letter.

Signed: _____



Intern Name: _____ Pushpa

ag

Date: _____ June 3, 2021 | 10:23:12 PM PDT



CREDIT SUISSE SERVICES AG

(Corporation incorporated in Switzerland with limited liability)
1st to 7th Floor, Tower A, Phone +91 20 6713 3001/2
(Eon Free Zone Phase - 2) www.credit-suisse.com
EON Kharadi Infrastructure Pvt. Ltd. - SEZ,
S. No. 72, Hissa No. 2/1,
Kharadi, Pune, Maharashtra - 411 014, India

PRIVATE & CONFIDENTIAL

26 February, 2021

Supriya Negi
Army Institute of Technology (AIT)
Alandi Rd, Dighi, Pune
Maharashtra 411015

Dear Supriya,

We are pleased to offer you an internship with Credit Suisse Services AG, Pune Branch (the "Company") on the terms and conditions set out below in this internship agreement.

In the course of your internship with the Company, you will be required to perform services for the Company and, subject to applicable laws and regulations, other entities comprising the Credit Suisse Group. In this internship agreement, "Credit Suisse Group" and "CS" mean Credit Suisse Group AG and/or its affiliates.

Location:

Your principal place of work will be in the Company's offices in Pune, India. Although you may be required to travel outside of Pune from time to time to carry out your duties, you must not work on a regular basis from any other location outside of Pune without the written approval of the Company.

Position:

Intern, Technology

Commencement Date:

Your internship will commence on a date following the satisfactory completion of the background and other checks referred to herein which is to be agreed between you and the Company (the "Commencement Date") but in any event no later than 14 June, 2021. Your Commencement Date is also subject to work visa approval, where applicable.

Duration:

The duration of your internship will commence on the Commencement Date and unless terminated sooner in accordance with the 'Termination' section herein, will expire on 13 August, 2021. Your internship may be extended by mutual agreement between you and the Company in writing.

Supriya Negi

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26/02/2021



Stipend:

Your stipend will be **INR 900,000 per annum**, payable monthly. Your Stipend will be payable in equal instalments monthly in arrears and will be subject to all applicable statutory withholdings.

Overtime:

You will not be eligible for overtime payments in line with prevailing Company policy.

Annual Leave:

You will not be entitled to any annual leave during the period of the internship. However you will be entitled to all public holidays approved for the Company.

Other Benefits:

You will not be entitled to any additional benefits.

Working Hours:

You will be required to work a minimum of 40 hours per week exclusive of meal breaks. The timing of these hours will be determined by the Company in its sole discretion and may include hours that are not within the official business hours of the Company (as defined in the Employee Handbook).

Taxation:

If applicable, the Company will withhold and make due payment of income taxes levied on your internship income and accordingly, if applicable the Company will deduct the appropriate amounts from your gross income.

However, you will remain personally responsible for the preparation, filing and payment of all your income and other taxes worldwide to the relevant tax authorities in connection with the payments and other benefits received by you under this internship agreement.

Termination:

Either you may or we may terminate your internship with the Company for any reason by giving seven day's notice in writing to the other party if such notice is given within the first month following the Commencement Date; and at any time thereafter by giving fifteen day's notice in writing to the other party. The Company, however, shall have the right to shorten any notice period it is required to give you by a payment equal to the amount of the stipend you would have otherwise been paid for the unexpired notice period.

Confidential Information, at any time in the Relevant Timeframe regarding that Person becoming a customer or client.

'Person' means an individual person, corporation or other entity (whether or not having separate legal personality);

'Relevant Period' means thirty (30) days;

'Restricted Person' means any Person who is employed or otherwise engaged by the Company or CS (or was so employed or engaged at any time during the Relevant Timeframe) and with whom you worked and/or had significant personal contact in the course of your internship with the Company during the Relevant Timeframe PROVIDED THAT in the course of that Person's employment or engagement, the Person also dealt with or was responsible for customers or clients of the Company or CS, and/or had access to the Confidential Information of the Company or CS, and/or was part of the senior management team of the Company or CS and/or held the post of relationship manager, investment consultant or any similar sales-related post in the Company or CS;

'Termination Date' means the date upon which your internship with the Company ceases, irrespective of the reason for or manner of the cessation; and

'Relevant Timeframe' means the last twelve (12) months of your internship with the Company, or if you have been employed for less than twelve (12) months, that period.

Non-Solicitation:

For the Relevant Period commencing upon and following the Termination Date, you shall not, whether on your own behalf or in conjunction with or on behalf of any other person, firm, company, organisation or any other entity (and whether as director, shareholder, principal, consultant, agent, partner, employee, contractor or otherwise) directly or indirectly:

- (a) solicit, induce or encourage any Restricted Person, to leave the employment of, or to cease to provide services to, the Company or CS or to accept employment with, or provide services to, any other Person (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (b) employ or engage or participate in the employment or engagement of any Restricted Person in the same or a similar field of work in which they were previously employed or engaged by the Company or CS, in competition with the Company or CS (irrespective of whether such Restricted Person would commit any breach of his or her contract with the Company or CS or whether such Restricted Person has any post-termination restrictive covenants in his or her contract with the Company or CS); or
- (c) solicit, induce or encourage any Client: (i) to cease to use the services or products of the Company or CS and/or (ii) to use the services or products of any Person who competes with the Company or CS; and/or to otherwise interfere with the relationship which the Company or CS maintains with a Client and/or to discuss with any Client the present or

future availability and/or provision of services or products of any Person who competes with the Company or CS; or

- (d) accept a request from and/or enter into any business dealings with any Client to provide services or products of the same type as or similar to or competitive with any of the services or products supplied by the Company or CS.

Scope of Restraints:

You agree that the Non-Solicitation restraints above (together, the "Restraints") are reasonable and necessary in all the circumstances for the protection of the Company's or CS's confidential information, proprietary interests, client relations, and all other legitimate business interests of the Company or CS and that, having regard to those interests, the Restraints do not work unreasonably on you.

Further, you agree that:

- (a) the various provisions of the Restraints each constitute an entirely separate and independent covenant and that if any part of them is or becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions of the Restraints; and
- (b) if one or more of the Restraints should be held by the court to be illegal, invalid or unenforceable for any reason whatsoever but would have been held valid if part of the wordings had been deleted or the period reduced or the range of activities reduced in scope, the said Restraints shall apply with such modifications as may be necessary to make them valid and effective.

For the avoidance of doubt, the Restraints shall apply in relation to all Clients and Restricted Persons in respect of whom they are expressed to apply notwithstanding that such Clients and Restricted Persons may have been introduced to the Company or CS by you (or any person under your control) before or during your (or that person's) internship (or employment) with the Company.

Remedies:

You acknowledge that damages may not be an adequate remedy for breach of the Restraints by you, and that the Company may also, or alternatively seek injunctive or equitable relief for your breach or potential breach of any of the Restraints.

Background and Other Checks:

By signing and returning this internship agreement, you represent and agree that:

- (a) except as disclosed in writing to the Company prior to the date hereof, you have no criminal record and there are no civil or criminal proceedings outstanding against you;

Supriya Negi

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(b) except as disclosed in writing to the Company prior to the date hereof, you have not been fined, censured or disciplined by any regulatory body in the banking or financial markets industry or by any stock exchange;

(c) you are not currently, and have not previously been, disqualified from acting as a director;

(d) you have not failed to disclose or misrepresented to the Company or any of its affiliates any information, which the Company in its sole and absolute discretion deems to be material for the purposes of this internship agreement; and

(e) you are free to enter into this internship agreement and to take up an the internship with the Company on the Commencement Date and that you are not subject to any agreement, arrangement or restriction affecting your right to compete with any person or to solicit clients or employees of any person or in any way restricting you from performing the obligations referred to in this internship agreement.

In addition, by signing and returning this internship agreement, you give your irrevocable consent to the Company (or any person acting on behalf of the Company) conducting such checks and investigations as the Company in its sole and absolute discretion deems necessary in order (i) to verify the matters covered by the representations set out above; and (ii) to determine your suitability for an internship with the Company. You undertake to take such actions as may be necessary or desirable in the reasonable opinion of the Company to assist all such checks and investigations.

You shall, upon a request by the Company, provide references from previous employers and, in certain cases, regulatory authorities, as well as any additional information, which may be required in order for the Company to verify the matters covered by the representations set out above. This internship agreement is conditional upon the Company receiving, and being satisfied with, such references and additional information including relevant visas and regulatory licences.

The Company has the right to terminate this internship agreement without notice and/or your internship for Cause without notice if it subsequently discovers or determines in its sole discretion that (1) any of the above representations (a) to (e) were untrue as at the date on which you counter-sign this internship agreement or (2) the results of its background checks and investigations referred to above are not satisfactory.

Your commencement of your internship with the Company is strictly conditional upon and cannot take place until the Company has completed, and is satisfied in all respects with the results of, its background checks and investigations pursuant to this section.

Confidentiality:

The terms of this internship agreement and your stipend should not be disclosed to any entity, organization or person or discussed with any employee or intern of the Company or CS except your immediate manager and the Human Resources department.

During the course of your internship with the Company, you will acquire information in oral, written and/or electronic form, whether recorded or otherwise, that is of a confidential or

Supriya Negi

proprietary nature (the "Confidential Information"). Confidential Information includes (without limitation) all non-public information that is either developed by or for the benefit of the Company or CS, and which pertains to the business, clients, customers, counter parties, shareholders, employees, policies, procedures, financial condition, earnings, prospects or trade secrets of the Company or CS. Confidential Information shall also include, without limitation, any work product developed by you, either singularly or jointly with any other person(s) that is based on, or incorporates, Confidential Information.

You are required to maintain the confidentiality of Confidential Information and by signing this internship agreement as provided below you acknowledge and confirm that you will not, at any time during or after the termination of your internship with the Company, except as required by law, for any reason disclose any Confidential Information to any persons other than (a) those who are employees of the Company or CS and need to know or whose business it is to know the same, (b) third parties if such disclosure is necessary in connection with the legitimate business of the Company or CS, or (c) with prior written approval of the Company. Furthermore, you will not, during or after the termination of your internship with the Company, attempt to use Confidential Information to the detriment or prejudice of the Credit Suisse Group or for personal gain or the gain of a third party.

You represent, warrant and agree that you will not improperly use or disclose to the Company for its benefit or enter into the Company's electronic systems any confidential information (including without limitation, client lists and client-sensitive information such as information relating to client accounts and transactions) or trade secrets which are proprietary or belong to (i) any former or current employers or (ii) any other person to whom you owe an obligation of confidentiality. You must not bring onto the premises of the Company any materials which contain such confidential information or trade secrets, any unpublished documents or property belonging to any person referred to in either (i) or (ii) above unless consented to in writing by such person.

Removal of Property:

Prior to the termination of your internship with the Company, you must return to the Company (in the absence of prior written approval of the Company to do otherwise) any documents, proposals, correspondence, analyses, writings, papers, memoranda, records, notes, reports, recordings, computer programs, computer schedules, computer tapes, computer disks, client lists or any other materials based on or containing information that is of a confidential or proprietary nature to the Company or CS; and all other documents, correspondence, manuals, security passes, keys and any other items whatsoever which may be in your possession, custody or under your control and which belong to the Company or CS.

Company Policies:

You acknowledge that the rules, regulations, policies and procedures of the Company as they may be published or amended from time to time (the "Company Policies") (including without limitation, as specified in the Employee Handbook), form directions from the Company with which you are required to comply. Without limiting the generality of this paragraph, we draw your attention to the Credit Suisse Group's Code of Conduct and the Company's policies on Personal Account Trading and Outside Business Activities that impose restrictions on interns,



employees and other staff during the course of their engagement entering into certain transactions on their own account or maintaining or entering into business arrangements that they may otherwise wish to maintain. Please contact the Company's Human Resources Department if you require further information on these or any other policies.

You further acknowledge that the Company Policies and/or Employee Handbook do not form part of the terms and conditions of this internship agreement and that the Company may supplement, amend or withdraw the Company Policies and/or Employee Handbook at any time, with or without notice to you. Nothing contained in the Company Policies or Employee Handbook shall limit the Company's right to terminate your internship in accordance with the 'Termination' section above.

You will be provided with a copy of the Employee Handbook either in hard copy or through an electronic link upon the Commencement Date; however, you may request a copy at an earlier time. You will be required to acknowledge that you have read, and you understand and accept the terms of the Employee Handbook. Where there is any inconsistency between the terms of the Employee Handbook and this internship agreement, the terms of this internship agreement will prevail.

Other Conditions:

This internship agreement is subject to the grant to you of the necessary work permit and such other permission, licence or registration as may from time to time be necessary to enable you to carry out your duties and continue your internship.

You will perform such duties and accept such responsibilities as may from time to time be assigned to you by the Company to the utmost of your ability, to promote and advance the interests of the Company.

You will not at any time during the continuance of your internship engage directly or indirectly in any other business or occupation, or engage in any activities to the detriment of the Company's interests.

May we point out that our business requires absolutely reliable and trustworthy individuals who can protect the Company's interests in every respect. Of particular importance is that all information concerning the Company and of its affiliates must be treated in strictest confidence.

To the extent permitted by law, the Company will be entitled at any time during your internship, and in any event, when your internship ends, to deduct from your stipend any monies due from you. This includes, but is not limited to, any outstanding loans, advances, overpayments, relocation or education expenses and excess leave taken by you.

The Company reserves the right at any time and from time to time to add, amend revise or vary the terms and conditions of your internship by giving you written notice thereof.

Governing Law:

These terms and conditions and your internship with the Company shall be governed by and construed in accordance with the laws of India.

This offer of an internship, unless withdrawn at an earlier date by the Company, will remain open for acceptance by you for a period of two weeks from the date hereof. Please confirm your acceptance of the above terms and conditions by signing and returning the duplicate of this letter of offer.

We look forward to welcoming you to Credit Suisse Services AG, Pune Branch. Please feel free to call Anand Anil Jahagirdar directly on +91 20 6738 5974 if you have any questions.

Yours sincerely,
Credit Suisse Services AG, Pune Branch

Syed Jilani

Syed Jilani
Vice President
Human Resources

Shivani

Shivani Kapur
Vice President
Human Resources

I accept the above offer of an internship and agree to the terms and conditions set out in this internship agreement. In particular, I consent to Credit Suisse Services AG, Pune Branch (or any person acting on its behalf) conducting such checks and investigations as it in its sole and absolute discretion deems necessary, as further described in this letter.

Signed: _____

Intern Name: _____

Supriya Negi

Date: _____

March 1, 2021 | 5:27:51 AM PST

Supriya Negi

Page 9 of 9

26/02/2021



Status: Completed

Certificate Of Completion

Envelope Id: C583E508C21940D6A969DBC18BC81EC0
Subject: Confidential. Information from Credit Suisse - Supriya Negi - 3552580 - NP
Source Envelope:
Document Pages: 9
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 1

Envelope Originator:
Credit Suisse Exp Recruitment India
india.offermanagement@credit-suisse.ch
IP Address: 198.147.160.75

Record Tracking

Status: Original
2/28/2021 3:44:15 AM

Holder: Credit Suisse Exp Recruitment India
india.offermanagement@credit-suisse.com

Location: DocuSign

Signer Events

Anand Jahagirdar
anand.jahagirdar@credit-suisse.com
Credit Suisse AG-HR
Security Level: Email, Account Authentication
(None)

Signature

ag

Signature Adoption: Pre-selected Style
Using IP Address: 198.147.160.75

Timestamp

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Signed: 3/1/2021 4:00:01 AM

Electronic Record and Signature Disclosure:
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Syed Jilani
syed.jilani@credit-suisse.com
Vice President
Credit Suisse AG
Security Level: Email, Account Authentication
(None)

Syed Jilani

Signature Adoption: Pre-selected Style
Using IP Address: 198.147.160.75

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Shivani Kapur
shivani.kapur@credit-suisse.com
Vice President
Credit Suisse AG
Security Level: Email, Account Authentication
(None)

Shivani

Signature Adoption: Uploaded Signature Image
Using IP Address: 198.147.160.75

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Electronic Record and Signature Disclosure:
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Naveen Pratapsingh
naveen.pratapsingh@credit-suisse.com
Credit Suisse AG-HR

Signing Group: Credit Suisse Exp Recruitment India
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 198.147.160.75

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Signed: 3/1/2021 4:36:58 AM

Signer Events

Supriya Negi
supriya.negi.5@gmail.com
Security Level: Email, Account Authentication
(None), Access Code

Signature



Signature Adoption: Uploaded Signature Image
Using IP Address: 103.141.169.42

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Signed: 3/1/2021 5:27:51 AM

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In Person Signer Events

Signature

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Aaveen Pratapsingh
aaveen.pratapsingh@credit-suisse.com
Credit Suisse AG-HR
Security Level: Email, Account Authentication
(None)

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Signed: 2/28/2021 3:44:15 AM

Electronic Record and Signature Disclosure:
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and Jahagirdar
and.jahagirdar@credit-suisse.com
Credit Suisse AG-HR
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/1/2021 5:27:52 AM

Electronic Record and Signature Disclosure:
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Business Events

Signature

Timestamp

Delivery Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

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2/28/2021 3:44:16 AM

Envelope Delivered

Security Checked

3/1/2021 5:21:20 AM

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Security Checked

3/1/2021 5:27:51 AM

Envelope Deleted

Security Checked

3/1/2021 5:27:52 AM

Document Events

Status

Timestamps

Electronic Record and Signature Disclosure



DocuSign Consent (For Current Employees Only)

Throughout the period of your employment and thereafter, Credit Suisse Group AG, or any of its affiliates or subsidiaries (collectively "Credit Suisse") may manage many aspects of the employment relationship electronically.

By clicking the "I Accept" button, you hereby provide your consent and agree: (i) to receive and return to Credit Suisse, employment related documents, electronically through your DocuSign Inc. user account ("DocuSign"); (ii) that by applying your signature electronically using DocuSign, you are confirming your consent and agreement to the content of the document; (iii) that you intend your electronic signature on employment-related documents to have the same force and effect as if your signature was handwritten by you; (iv) that you will only sign employment related documents using DocuSign where you are authorised to sign such documents on your own behalf; and (v) that those signing employment related documents on behalf of Credit Suisse, may also sign, by applying their signature electronically using DocuSign. If you wish to withdraw your consent to sign employment related documents by applying your electronic signature using DocuSign, you may do so by both (i) declining to sign the electronic version of any document you receive and (ii) contacting your local HR team to request a paper copy. Subject to certain printing requirements, you may also print any document you have signed electronically, or you may contact Human Resources to receive a paper copy of any document you have electronically signed.

To electronically sign documents using DocuSign, you will need access to an Internet browser with at least 256-bit encryption and Adobe Reader, all of which is currently satisfied by Credit Suisse's electronic systems. Updates will be provided from time to time regarding any changes to this information that could materially impact your ability to electronically sign documents.

If you do not agree to the terms of this Consent, please contact Human Resources.

By clicking "I accept," you acknowledge and agree to the above.

DocuSign Consent (For External Candidates Only)

If you are applying for a position at Credit Suisse located in Switzerland, Singapore, Hong Kong, India, UK or USA you agree that Credit Suisse also uses digital signature technology as part of recruitment process. For this purpose, all personal data/information included in the Self-Declaration/Authorization for the Background Screening Process form will be transferred to Credit Suisse's digital signature solution service provider DocuSign Inc. 221 Main St. Suite 1000 San Francisco CA 94105.

(6) (25)

Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 15th day of July, 2020

By and between:

TalentSprint Private Limited, a company incorporated under Companies Act 1956 having its registered office at PSR Prime Towers, 1st Floor, Beside DLF Cyber City gate 1, Gachibowli, Hyderabad – 500 032, Telangana (hereinafter referred to as **"TalentSprint"**, which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

AND

Army Institute of Technology [company/College/Trust/ Society] incorporated under the provisions of the Societies Act with its registered office at Dighi Hills , Alandi Road , Pune. (hereinafter referred to as **"Institution"**, which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART.

Institution and TalentSprint are hereinafter collectively referred to as **"Parties"** and individually referred to as **"Party"**.

WHEREAS,

1. TalentSprint brings transformational high-end and deep-tech learning programs to young and experienced professionals. The Company's digital platform offers a hybrid onsite/online experience to seekers of deep technology expertise. The Company partners with top academic institutions and global corporations to create and deliver world class programs, certifications, and outcomes. The Company is an Innovation Partner for the National Skill Development Corporation (an arm of the Ministry of Skill Development and Entrepreneurship, Government of India).
2. AIT is the top ranked engineering institute run by Army Welfare Education Society, exclusively for the wards of Army and Ex-Army personnel. AIT has achieved many landmarks in the last 25 years and looks forward to continuing with your good wishes .Features and Achievements:- Accreditation by NAAC (Grade A) and NBA, 100% admissions are purely on JEE Merit, High class campus placements with 70 + major industries as prominent recruiters, Affiliated to Pune University. details of which are available at www.aitpune.com (website).
3. TalentSprint has launched TalentSprint Centre of Excellence(TSCOE), an initiative which aims to provide exposure to college students on the emerging industry needs.
4. The Institution has expressed its desire to launch TSCOE in their Institution.

Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

Q KS

1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **five (5) Year** from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties.

2. TalentSprint Deliverables to Institution:

The Institution which becomes a TSCOE member will enjoy various complementary and premium programs offered by TalentSprint either on its own or in association with corporations or institutions from time to time. Programs are brought out in Annexure 1 which is effective June 1, 2020 and may be amended from time to time.

3. Institution Deliverables to TalentSprint:

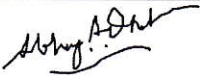
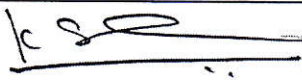
Institution will, as part of setting up the TSCOE, offer the following:

- a. Register their students on the TalentSprint COE platform to enable them access content of the complementary programs
- b. Position TSCOE and its brand in their campus as mutually agreed upon
- c. Showcase various opportunities available to the students from time to time as mutually agreed upon
- d. Participate in launching Premium programs from time to time as mutually agreed upon

4. Commercials

There are no commercials to be a TSCOE member. However each of the Programs and Services may have its commercials.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For Army Institute of Technology	For TalentSprint
Signature		
Name	Brigadier Abhay A Bhat	Sridhar K
Title	Director	Chief Business Officer
Date	Jul 17, 2020	Jul 15, 2020

ANNEXURE 1**PROGRAMS AS ON MAY 29, 2020****I. Complementary Programs**

- A. Digi Placement Readiness program:** This Program is open to ALL STUDENTS of the Institution. This Program will enable students to build problem solving and communication skills.
- B. Programming Foundations:** Prepares Your Students for Technical Interview Round with programming foundations which covers C, Java, SQL
- C. Blue Prism Foundation Certification Program:** Self paced learning program coupled with online live interactive doubt clearing classes with faculty. Certification costs, if any, may apply.
- D. Python for AI/ML:**
Best suited for capable select students (maximum 100 in an year), this program provides the right foundation in Python, its libraries and other relevant tools for AI/ML.

II. Premium Programs

These Programs will be offered on a select basis to Institution, based on industry demand and acceptance by program partners. These Programs are generally designed as a Student-Pay program and Fee will be charged as applicable.

1. Pega University Academic Program
2. Automation Anywhere Master Certification Program
3. Blue Prism Developer Certification Program
4. Certified Data Science Engineer
5. Full Stack Developer

Q

KS

Date: September 4, 2019

Amendment # 2
To MOU between 3DPLM Software and Army Welfare Education Society (AWES)

This is in furtherance of the Memorandum of Understanding (MOU) dated 26th July 2016 between 3DPLM Software Solutions Private Limited formerly known as 3DPLM Software Solutions Limited ("3DPLM") and Army Welfare Education Society (AWES) and amendments executed till date.

Based on Clause 2.2 of the MOU, Annexure I of the MOU stands amended and 3DPLM has decided to make an additional contribution of Rs. One Lakh Fifty Thousand (Rs. 1,50,000/-) for Lab maintenance and enhancement of lab set-up.

The funding for lab maintenance shall be utilised in consultation with 3DPLM before 31st December 2019.

In all other respects the MOU remains unmodified and in full force and effect.

3DPLM Software Solutions Private Limited

Sign: [Signature]

Name: Sudarshan Mogasale

Title: CEO, 3DPLM

Army Welfare Education Society

Sign: [Signature] 04/9/19

Name: Brig Abhay A Bhat (Retd)

Title: Director, AIT
Director
Army Institute of Technology
Dighi Hills, Pune - 411015.



<p>For: 3DPLM Software Solutions Limited Name: Sudarshan Mogasale (CEO) Address: 3DPLM Pune Office Plot No. 15B, Pune Infotech Park, M.I.D.C, Phase-I, Hinjewadi, Taluka Mulshi Pune 411 057 Ph: +91 (20) 6793 6600 Email id: Sudarshan_Mogasale@3dplmsoftware.com</p>
<p>For: Army Welfare Education Society (TRUST) Name: Brig (Dr) S K Lahiri (Retd) Title: Director, Army Institute of Technology. Address: Dighi Hills, Alandi Road, Pune – 411015. Phone: 020- 27157758. Email id: director@aitpune.edu.in</p>

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

- f) To make the Lab self-sustaining in the near future

3.4 Mechanism to make the Lab self-sustaining:

- a) The mechanism to run and make the Lab self-sustaining will include fund generation activities such as:
 - i. Students and faculty community will get free lab access and material at free/concessional rates to be decided by TRUST in consultation with 3DPLM
 - ii. Industries and other individuals will pay for machine time and material at prescribed rates to be decided by Trust in consultation with 3DPLM
- b) The above mechanism for Community usage of the Lab shall be finalized within 90 days of signing of this MOU and TRUST shall implement it accordingly.
- c) All funds generated through the above mechanism shall be utilized by the TRUST solely for supporting the Lab in future.

4. Term

- 4.1 This MOU shall be effective from the 'Effective Date' and shall be valid for an initial period of 3 years. Thereafter, this MOU shall automatically renew for successive three (3) year terms unless terminated by either party in accordance with the provisions of this MOU.
- 4.2 During the initial term or any renewal term, either party may terminate this MOU upon sixty (60) days prior written notice to the other party.
- 4.3 Notwithstanding the foregoing, either party may terminate this MOU by written notice to the other parties if any party is in breach of any material provision of this MOU and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- 4.4 In the event of termination of this MOU prior to expiry of the initial term of 3 years, 3DPLM shall have no obligation to provide further funding to the Lab and TRUST will continue to use the Lab along with its infrastructure at its own cost.



Rediffmail

Mailbox of kiran_dass@rediffmail.com

Print

Cancel

From: EC VL Unified Notification <msvlop@microsoft.com>

To: <kiran_dass@rediffmail.com>

Subject: Open Value Order Confirmation (B30053863) (V1299489) {-900719926026643256~}

Date: Tue, 26 Nov 2019 19:54:36 IST

Cc: <manish.v@isplpune.com>

Microsoft Open Value SubscriptionEducation SolutionsOrder Confirmation Notice

2019-11-26

Mr. Kiran Dass
Army Institute of Technology
Dighi Hills
Alandi Road
Pune
MH
411015
India

Dear Mr. Kiran Dass,

Thank you for submitting your order through your chosen reseller Infinite Technologies under your Open Value SubscriptionEducation Solutions Agreement. We are pleased to inform you that Microsoft has received and accepted this order for the software licenses or online services as detailed in the table below.

Please note that this notification is a part of proof of license. To help with your record keeping, we ask that you keep all Microsoft notices received during the term of your agreement. Please refer to your Open Value SubscriptionEducation Solutions Agreement for your payment obligations and details on your evidence of license. Order details are retrievable via Volume Licensing Service Center (VLSC) at <https://www.microsoft.com/licensing/servicecenter>

Agreement details:

Program:	Open Value Subscription Education Solutions
Customer Name:	Army Institute of Technology
Reseller:	Infinite Technologies
Agreement Number:	V1299489
Start Effective Date:	2018-11-24
End Effective Date:	2021-11-30

Order Details:

Part Number	Product Description	Quantity Ordered	Coverage Period
77D-00161	Microsoft® Visual Studio Pro SubMSDN AllLng License/Software Assurance Pack Academic OLV 1 License Level E Additional Product 1 Year	15	2019-12-01 - 2020-11-30
2UJ-00011	Microsoft® Desktop Education AllLng License/Software Assurance Pack Academic OLV 1 License Level E Enterprise 1 Year	70	2019-12-01 - 2020-11-30

If a minus quantity is stated in the Quantity Ordered sections below, this means that we have reduced your previous order by the number of licenses reflected. Please refer to VLSC for the updated summary of all your Licensing Enrollment details.

Volume License Product Keys - To install certain licensed products you will need to use a specific Volume License Product Key (VLK). This VLK is issued to your company for your exclusive use for each specific license purchase. You agree to use your best efforts to keep a secure record of this product key including not disclosing this product key to any unauthorized third party. The VLK(s) for this enrollment can be retrieved from the VLSC at <https://www.microsoft.com/licensing/servicecenter> or by calling a customer service representative – full information on this process including worldwide activation center phone number listings can be found at <https://licensingapps.microsoft.com/product-activation>.

If you have any questions, please contact your reseller who will work with Microsoft on your behalf.

Yours sincerely,
Microsoft Corporation(I) Pvt. Ltd.

Cc: Infinite Technologies
Distributor PO number: B30053863

Print

Cancel

MEMORANDUM OF UNDERSTANDING
Between
DEPARTMENT OF MECHANICAL ENGINEERING
ARMY INSTITUTE OF TECHNOLOGY, PUNE 411015
And
"ELEATION"

Terms of Services Agreement

The following terms of service (the "Agreement") will be effective from **July 06, 2018**.

BETWEEN

ELEATION - ELEMENT SIMULATION ACADEMY

307, 3rd Floor, Kamla Arcade, In Front of Bal Gandharv, J.M. Road, Pune, Maharashtra - 411005.
 (The "Service Provider")

ELEATION was established on the 11th of November 2015 with an aim of changing the trend of CAE Domain throughout the country. They have successfully trained more than 5000 students in CAE domain. The training principle inculcated in all the sessions, is to inspire the trainees and guide them through their technical projects as opposed to conventional classroom learning.

AND

DEPARTMENT OF MECHANICAL ENGINEERING, ARMY INSTITUTE OF TECHNOLOGY,

Dighi Hills, Pune, Maharashtra - 411015.
 (The "Client")

Army Institute of Technology, Pune (AIT) is an undergraduate engineering college affiliated to the University of Pune. AIT is located at Dighi Hills, Alandi Road area in Pune, Maharashtra, India. Only wards of Army Personnel are allowed for admission. The admission is done through JEE MAINS exam. AIT functions under the aegis of the Army Welfare Education Society (AWES).

WHEREAS, the service provider is in the business of development, supply and operation of products and services related to technical education and training in the field of CAE / FEA / FEM; and

WHEREAS, the service provider is setting up Value Addition Program in which it has approached the client to participate on mutually beneficial basis; and

WHEREAS, the client has expressed its interest in running the Value Addition Program at its premises and is committed to working towards making it success; and

WHEREAS, this Agreement contains the Service Provider's terms of Agreement.

Now, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. SERVICE PROVIDED

In order to meeting the increasing demand of technical students and engineering educational institutes about providing quality technical education the service provider has come out with a proactive program to share its knowledge with the students at the Client's location. The Service Provider has agreed to manage and run the Value Addition Program at the Client's premises.

2. GENERAL TERMS OF SERVICE

- a. The Service provider will manage and run course on CAE softwares' at Client's premises.
- b. All correspondence between the Service Provider and the Client will be done in writing. The Client will nominate an authorized person who will be the figurehead for all future correspondence.
- c. A program schedule will be provided by the Service Provider to the Client within 7 days of signing of this agreement. This schedule will be designed in close coordination with the Client's authorized person.
- d. Detailed schedule and content for each module will be provided to participating students in advance. The timetable of the course will be displayed well in advance and will be strictly followed. In case the schedule conflicts with any internal exams / test, the matter has to be resolved between mutual understandings. At the end of module, examination to evaluate performance of student will be conducted. The results are to be displayed.
- e. At the end of module, Service Provider is supposed to take the Exam of every student on the basis of entire course content.
- f. All items related to course schedule, fee and payment schedule are present in Annexure A of this document.
- g. The Service Provider will provide the Certificate to Students depending upon their grades earned by the students in the test he has conducted.

OBLIGATIONS OF THE SERVICE PROVIDER

- a. The Service Provider will run a course on CAE Softwares' at the Client's premises. All resources required in terms of course delivery, trainers, content required, hands-on training kits and courseware will be brought in by the Service Provider.
- b. The Service Provider should provide the faculty which came in the institute for demonstration. The client will be taking the feedback from students as well as from the authorized person.

4. OBLIGATIONS OF THE CLIENT

- a. The Client will take proactive steps towards promotion of the Value Addition Program. In this regards the Client will nominate one authorized person who will be direct communication link between Service Provider and Client.
- b. After the MOD1.1 the enrolment for next module is the responsibility of both client and Service Provider and is based on the feedback received from enrolled students during MOD1.1. The Client will provide at no cost to the Service Provider relevant publicity measures in order to meet the minimum requirements of students for the program.
- c. The client shall also provide the necessary infrastructure required for the program. These include necessary classrooms and other reasonable infrastructure required for the commencement of the course itself. Lodging and Boarding cost shall be borne by Client for the duration of training program. Nominal facilities will be offered by Client.
- d. Detailed Schedule and content of each module will be provided to participating students well in advance. The timetable of the course will be displayed well in advance and will be strictly followed. In case the schedule conflicts with any internal exams / test, the matter is to be resolved with mutual understanding. At the end of each module, examination to evaluate performance of student will be conducted. The results are to be displayed.
- e. The Client will undertake all measures towards effective collection of fees for the program conducted by the Service Provider, Details of fees structure are documented in Annexure A.

5. TERM OF THE CONTRACT

The service agreement will be valid for a term of one year from the date of signing of the agreement and can be extended on mutual consent.

6. TERMINATION BY CLIENT

Client may terminate this agreement if any deficiency in the quality; by giving proper intimation to the Service Provider.

However, the Client will consider the recommended students till the date of termination of the contract and will be liable to the above obligations for the recommended set of students.

7. TERMINATION BY THE SERVICE PROVIDER

Service provider may terminate this agreement and stop acting for the client if;

- a. The Client doesn't comply with the agreement; or

- b. Service Provider forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or
- c. Service Provider believes on reasonable grounds that, by continuing to act for the Client, it may breach the professional conduct rules which are binding upon professionals in the education industry.

8. MUTUAL SUPPORT AND COOPERATION

Each of the Service Provide and Client agrees that it will take all steps reasonably necessary, at its own expense, to;

- a. To designated key individuals to perform its obligations here under.
- b. The conduct periodic meetings of all such key individuals and others as necessary.
- c. To fully cooperate with all reasonable requests for assistance.

The parties will make diligent efforts through their respective key individuals to identify the causes of any problem in the services and to make adjustments, in and equitable fashion, in order to address and resolve such problems.

9. NON EXCLUSIVE NATURE

Both parties agree that this agreement represents a non-exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with the third party. However, the Client shall not engage another Service Provider in similar domain conducting similar activities for the period of association, provided Service Provider satisfies interest of Client and Students.

10. NON DISCLOSURE

- a. The Client undertakes not to Disclose or allow to Disclosed or copy or allow to be copied any material, collateral, training guides, books or manuals, strategies etc provided by the Service Provider to any other third party or institute.
- b. Neither party shall issue any press release, public announcement or other such disclosure concerning this Agreement without the other party's prior consent as to such release or announcement.

11. NON SOLICITATION

The Service Provider and the Client recognize that their individual employees, consultants and other resource personnel are invaluable assets for the respective organizations and undertake that they will not recruit, attempt to recruit, employ, or offer any work or consulting to any employee, consultant or resource person from each other's organisations either directly or indirectly for a period of a year after the termination of the contract.

12. ARBITRATION

Differences of opinions, if any arising during the period of agreement, will be settled on the basis of mutual consultation by the signatories or their designated nominees. In the event of any question, dispute or differences arising under these conditions with this agreement, except as to any matters the decision of which is specially provided for by these or their special conditions, the same shall be referred to the sole arbitration of two signatories of this agreement. The award of the arbitrator shall be final and binding on the parties to this contract.

The venue of the Arbitration will be finalised later on in such case.

13. FORCE MAJEURE

Any failure or delay in the performance of the Service Provider of its obligations hereunder shall not be a breach of this Agreement if such failure or delay arises out of or results primarily from fire, storm, flood, or other acts of God, explosions, wars, insurrections, strikes, work stoppages or slowdowns, epidemics or quarantine restrictions, unforeseen equipment failure or inability to access essential raw materials despite commercially reasonable best efforts to do so.

14. INDEMNITY CLAUSE

Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's Fees) arising out of or resulting from the breach of the provisions herein.

15. NOTICES

All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

ANNEXURE A

Based on the current demand of CAE in industry, we have best in class training modules in ANSYS and HyperWorks, covering from basic to advance and theory to practical on industrial problem based on different domains.

- Theory Classes and Hands On training at Institutes.
- Certificate of Training (Certificate of Participation) – All the students will get training certificate.
- Certificate of Appreciation – Students solving the industrial projects will get Certificate of Appreciation.
- Joined Certificate by ELEATION and Institute.
- Access to Online Training videos, Theory PDF, 300+ mini projects.
- License version of ANSYS Software and Altair HyperWorks Software.
- The courses will be online or conventional classroom teaching depending on the student's requirement.
- Course Fees will be INR 4000/-.
- Fess will be paid on successful completion of the course and issue of certificate
- Placement assistance will be provided to all the students attending the training.
- Industrial Projects will be given to all the students attending the training.

To,

**ELEATION, Element Simulation
Academy,
307, 3rd Floor Kamla Arcade, In Front of
Bal Gandharv, J.M. Road, Pune, Maharashtra
411005.**

For and on Behalf of ELEATION – Element Simulation Academy

For ELEATION
ELEment Simulation Academy



Proprietor

Signature and Seal

**Name: Apoorv Bapat
Designation: CEO and Founder**

To,

For and on Behalf of Department of Mechanical Engineering, AIT Pune



**Professor & Head
Department of Mechanical Engg.
Army Institute of Technology
Pune - 411015.**

Signature / Seal

Name: Dr Sanjiv M Sansgiri

Designation: Professor and Head Department of Mechanical Engineering, AIT Pune

HyperWorks Level - 1 Course content

ATION's HyperWorks Level – 1 Course.

- Theory of FEM and CAE
- 1D Theory - Rod , Bar, Beam - Tension , Compression, Simply Supported and Fix - Fix problems
- Line Mesh of Roll cage and Geometry Editing on Line Data of Roll Cage
- 2D Theory , Getting Started with HyperMesh, Opening and Saving Files, Working with Panels, Organizing a Model, Controlling the Display
- Importing and Repairing CAD, Generating a Midsurface, Simplifying Geometry, Refining Topology to Achieve a Quality Mesh
- Plate with hole - with washer and without washer
- AutoMeshing, Meshing without Surfaces, 2-D Mesh in Curved Surfaces, QI Mesh Creation, Checking . and Editing Mesh
- Plate with Hole - Biasing - Panels - Ruled, Spline, skin, Drag, spin, line drag, automesh
- Panels - Surface, Surface Edit, Defeature, Midsurface, quick Edit, Edge Edit
- 3D Theory , Creating and Editing Solid Geometry
- Tetrameshing, Creating a Hex-Penta Mesh using Surfaces, Creating a Hexahedral Mesh using the Solid Map Function
- solids, solid edit, drag, spin, line drag, tetramesh, solid map, linear solid, solid mesh
- Linear Static Analysis
- Thermal Stress Analysis
- Normal Modes Analysis
- Inertia Relief Analysis
- Buckling Analysis
- Weld Simulation
- Composite Analysis
- Axi-Symmetric Analysis
- Non-Linear Gap Analysis
- Random Response Analysis
- Coupled Linear Heat Transfer/Structure
- Linear Steady State Heat Convection Analysis
- Linear Transient Heat Transfer Analysis
- Thermal Stress Analysis using Anisotropic Material
- Heat Transfer Analysis using GAP Element
- Direct Frequency Response Analysis
- Modal Frequency Response Analysis
- Direct Transient Dynamic Analysis
- Modal Transient Dynamic Analysis
- Pretensioned Bolt Analysis
- Fatigue using S-N (Stress - Life) Method
- Fatigue using E-N (Strain - Life) Method
- Complex Eigenvalue Analysis
- Response Spectrum Analysis
- Computation of Equivalent Radiant Power

HOD Mech

Memorandum of Understanding (MOU) between "Elevation: Element Simulation Academy" and Department of Mechanical Engineering is placed opposite for your review.

SMS
July 04, 2018
 Dr Sanjiv M Sansgiri
 Professor and HOD
 Mechanical Engineering

Principal

Jt. Director

Director

- What are the payment terms?
- Payment for min 2? no. of students.
 - Some Payment Advance *
 - * Balance of payment *
 - * Termination of course midway if
 not any → impact on payment.
 - Exact syllabus of course?
 - Mode of delivery 2?
 - Recognition of certification?
 - Details about "Elevation" organisation

HOD Mech SMS
Mar 13, 2019

Changes incorporated; Sent
 for your go ahead for sending to get
 signatures

Director

MAIN OFFICE	
SR No.	1678
Dt.	18/3
Sign	<i>[Signature]</i>

Yadav
14/3/19

Annexure III A

MEMORANDUM OF UNDERSTANDING

BETWEEN

Robu.In® - MACFOS PVT. LTD.

and

Army Institute of Technology, Pune (AIT)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this 03rd of January 2018 between Electronics & Telecommunication department, under Army Institute of Technology, Pune (AIT), located at Dighi Hills, Pune-411015 herein referred to as AIT, and MACFOS PVT. LTD (Robu.In®) located at Plot no PAP/J-146, Bhosari Telco Road, Bhosari MIDC, Pimpri Chinchwad Pune 411026. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

ALLIANCE OBJECTIVE

This document outlines a strategic understanding between MACFOS PVT. LTD and Army Institute of Technology, Pune to work together and develop mobile research platform. The primary aim of this partnership is to aid Army Institute of Technology, Pune in establishing a high quality research facility in the fields of Robotics while creating repository of software/hardware technologies and libraries. This will help Army Institute of Technology, Pune to give their students a platform to develop various skills in field of automation and robotics and embedded hardware and software.

As opposed to a one time implementation, this is a strategic initiative and requires the total commitment of both MACFOS PVT LTD Army Institute of Technology, Pune. MACFOS PVT LTD Training Program initiative would allow Army Institute of Technology, Pune, one of the foremost institutions in India in the field of Education, and imparts training, among others in Electronics & Telecommunication, Computer Applications and Information technology faculties, to train students in high caliber engineering skills required in the fast changing technology marketplace.

DEFINITIONS AS USED IN THIS MoU:

"MoU" means this instrument executed by MACFOS PVT. LTD and Army Institute of Technology, Pune and subsequent amendments issued to the MoU by mutual consent as provided herein.

"Training Program" means the training provided by various Robu.In department, that is the subject of this MoU.

"Mobile Research Platform" or "Product" means the final robotic platform developed, refer Annexure "A"

"Research Facility" means the designated area allocated by AIT for research and development of research platform.

1.1. BENEFITS TO THE ARMY INSTITUTE OF TECHNOLOGY

1.1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of robotics and automation.

1.1.2 Establishment of high quality research facility with latest technologies in both hardware and software

1.1.3 Creation of pool of project that can be taken up by students of various streams in AIT.

1.2. BENEFITS TO MACFOS PVT LTD

1.2.1 Creation of a resource pool of various libraries and hardware design as a result of training/development in research facility.

1.2.2 Availability of skilled students from the Training Program for MACFOS commercial projects and also for recruitment into various departments of MACFOS PVT LTD.

2. RELATIONSHIP BETWEEN THE PARTIES

2.1 Army Institute of Technology, Pune nor MACFOS PVT LTD is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.

2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

3. AREAS OF COLLABORATION

3.1 MACFOS PVT LTD

3.1.1 Hardware and software that is required to developed mobile research platform as per Annexure A will be made available to the Army Institute of Technology, Pune.

3.1.2 Cost of various services that are required to be hired from outside for development of mobile research platform including but not limited to machining, laser cutting, CNC manufacturing, 3d printing etc to be borne by MACFOS PVT LTD

3.1.3 Organizing various training/consultation sessions with AIT Students and staff associated with training program.

3.2 ARMY INSTITUTE OF TECHNOLOGY, PUNE

3.2.1 Setting up, operating & maintaining the infrastructure required for training.

3.2.2 Allocating teaching staff for support to students on AIT research facility

3.2.2 Making available faculty, as per mutual convenience, for conducting training on AIT campus and a research facility for development of mobile platform.

3.2.5 Maintenance of record of development being done at research facility.

4. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of faculty members of Army Institute of Technology, Pune and officers nominated by MACFOS PVT LTD will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the development progress, faculty availability and material procurement.

5. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the hardware/software furnished by MACFOS PVT LTD will at all times remain proprietary to MACFOS PVT LTD, which however, hereby grants to Army Institute of Technology, Pune, non-exclusive, royalty-free license to use the same internally. The hardware/software being developed as a result of this MoU shall be intellectual property of MACFOS PVT LTD. Army Institute of Technology, Pune unconditionally agrees to comply with such terms and conditions.

6. LIMITATION OF LIABILITY

Under no circumstances is MACFOS PVT LTD liable Army Institute of Technology, Pune loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if MACFOS PVT LTD is informed of its possibility.

7. GENERAL

1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.

2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.

3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.

4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.

5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.

6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.

7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.

8. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.

9. The MACFOS PVT LTD training program offered under the said MoU are for the specific purpose set forth in the MoU, namely for development of mobile research and development platform and not for any other commercial purposes.

10. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.

12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

13. The laws of the Republic of India shall govern this MoU.

14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

15. All communication between the parties shall be in writing and in English Language.

SUMMARY

MACFOS PVT LTD recognizes the significance of the Army Institute of Technology initiative to be the leader in the field of technology related academia in the country. MACFOS PVT LTD proposes to make available the appropriate technology, expertise and training to develop Army Institute of Technology, Pune position as a leading institute in the country providing high quality skilled resources.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

MACFOS PVT LTD

Name: Jayesh Jain

Designation: Executive Director

For MACFOS PVT. LTD.

Sign:



Place:

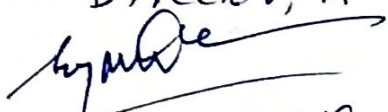
Pune 27/01/18 Director

Army Institute of Technology, Pune

Name: Brig. Abhay A Bhat (Retd)

Designation: Director, AIT Pune

Sign:



Place:

Pune. 27/1/18.

Memorandum of Understanding

Between

“Army Institute of Technology”, Pune
&
“CADCAMGURU Solutions Pvt Ltd”

Academic	Type of MOU	Remark
	1. Financial <input type="checkbox"/>	
	2. Skill Based <input type="checkbox"/>	
	3. Knowledge Transfer <input type="checkbox"/>	
	4. Certification <input type="checkbox"/>	
	5. Other (Specify) <input type="checkbox"/>	
	6. Social <input type="checkbox"/>	
	7. Other (Specify) <input type="checkbox"/>	

Objectives:

1. To provide Value Added Courses (VAC) to students.
2. To provide support in CAD Software to students to prepare them for interviews.


Duration:

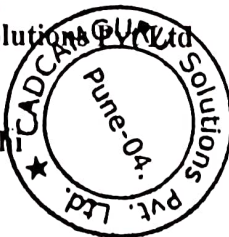
The Memorandum of Understanding (MoU) is valid for a period of 1 year with effect from the date of signing of the agreement i.e. from 01.09.2017 to 31.08.2018.

Financial Terms and Conditions:

The aid and assistance provided to the students by CADCAMGURU Solutions Pvt Ltd will be at cost as per the industry standards as negotiated and will not include any further allowances from either party (like traveling, fuel, stay etc).

For CADCAMGURU Solutions Pvt Ltd


Mr Prasanna Joshi
Director



Army Institute of Technology


Dr B P Patil
Principal

**Memorandum of Understanding
Between
"Army Institute of Technology", Pune
&
"CADCAMGURU Solutions Pvt Ltd", Pune**

**Article 1
Objective of MOU**

To facilitate the transfer of knowledge and skills through hands on training and sharing of ideas through out of box thinking so as to overcome challenges faced in design, manufacture of industrial process equipment machines, fixtures and testing machines.

Broad Goals

- To utilize the knowledge and skills of students in solving engineering problems while providing them technology training in the short term and guide them on design engineering projects in various departments of the industry
- To provide assistance for developing project ideas for students
- To mentor and guide students with entrepreneurial ambitions
- To guide students and train them to face interviews

**Article 2
Role of CADCAMGURU Solutions Pvt Ltd**

- Provide active short term engineering projects for students
- Provide short term skills training to students
- Help students in finalizing final year projects
- Help students understand and plan for the processes involved from concept development and designing to manufacturing
- Allow access to their facility for training and learning purposes

**Article 3
Role of Department of Mechanical Engineering, Army Institute of Technology**

- Allow students to visit CADCAMGURU during project days, Workshops and holidays as schedule permits
- Permit faculties for "Train the Trainers Program" at CADCAMGURU during vacations
- Provide conditional access to their laboratories and software i.e. only for training the students

Article 4

Outcomes

- Help students understand practical applications of the theory studied in college
- Provide help in product development to students and train them to face interviews

Article 5

Duration of MOU

This document is valid for a period of 1 year from the agreement date and will also be open to amendments, reviews and modifications as deemed appropriate by mutual agreement of both parties.

Article 6

Financial Terms and Conditions

Both CADCAMGURU and Army Institute of Technology

- Department of Mechanical Engineering are not liable to pay any compensation or remuneration in lieu of services rendered, manpower assigned, or for providing resources
- The aid and assistance provided to the students by CADCAMGURU Solutions Pvt Ltd will be at cost as per the industry standards as negotiated and will not include any further allowances from either party (like traveling, fuel, stay etc)
- CADCAMGURU is not mandated to take any fixed number of students for training every year. The number is to be decided by the management of CADCAMGURU depending on their work load as decided with Army Institute of Technology

Article 7

Legal Terms and Conditions


N/A


Article 8

Amendments

Army Institute of Technology welcomes the establishment of this MoU for cooperation & jointly agrees to the provisions as set above. This MoU shall be effective from the date of its signing.

The MoU is made on this 01st day of September 2017 at Army Institute of Technology.


Dr Sanjiv M Sansgiri
HOD
Mechanical Engineering Department,
AIT, Pune


Mr Sushant Mulay
Director
CADCAMGURU
Hadapsar Center





MEMORANDUM OF UNDERSTANDING

This is the Memorandum of Understanding ("MOU") executed on Jan 2017, between:

Army Institute of Technology having its campus at Dighi Hills, Pune 411015, (hereinafter referred to as "AIT", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns);

AND

College of Military Engineering and having its campus at Dapodi, Pune 411031 (hereinafter referred to as "CME", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**.

(CME and AIT are individually referred to as "Party" and collectively as the "Parties").

WHEREAS:

AIT has expressed its interest in Collaborating for workshops/seminars/guest lectures in the field of 'Robotics and applications' on the terms and conditions contained in this MOU and in pursuance of the aforesaid, the Parties here to wish to record under this MOU, the terms of their mutual understanding with respect to their association.

NOW THE PARTIES HERE TO AGREE AS UNDER:

1. SCOPE OF THE MOU

1.1 Technical training for students:

- a) Project guidance to the students of AIT & CME.
- b) Faculty & Student involvement in development of Projects under robotics club of AIT & CME.

2. AIT DELIVERABLES

AIT hereby agrees to

- i. Organize Workshops / Trainings on Latest technologies of Robotics Club of AIT at college campus where CME can be part of it.
- ii. Provide necessary hardware required for trainings.
- iii. Provide necessary training data (materials, software and documents).
- iv. AIT will provide the required infrastructure which includes training rooms along with personal computers, networking facilities and internet connection. Each of the activities under the scope of the MOU would require specific items such as hardware, software and related items.

2. CME DELIVERABLES

- i. Provide Expert Faculty for technical support to the Robotics club of AIT.



ii. CME will provide the required infrastructure which will be helpful for Robotics prototype developments which includes training rooms along with personal computers, networking facilities and internet connection. Each of the activities under the scope of the MOU would require specific items such as hardware, software and related items.

4. Period of MOU:

This MOU shall be valid from 01/01/2017 to 31/12/2020

5. Benefits for stakeholders:

- a) Development of students by carrying out technical activities in robotics.
- b) Project Guidance to students based on real hardware
- c) Faculty development with knowledge of upgraded technologies.

6. Revenue Sharing:

NA

7. Renewal of MOU

The enhancements to the MOU in terms of additional activities increase or decrease in scope, addition of latest or new technology would be applied to the MOU through an addendum. Once an addendum is approved by both the entities, the original MOU and the addendums would constitute as the complete MOU.

8. CONFIDENTIALITY

- 8.1 Any information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential.
- 8.2 Either Party may disclose the general terms of this Agreement (but not the commercials or the specific details therein) for publicity subject to the condition that the Party so wishing to disclose gets the content to be published, publicized or disclosed to be approved by the other Party.

9. MISCELLANEOUS

- i. Neither Party shall be not liable by reason of failure nor delay in the performance of its obligations under this MOU if such failure or delay is caused by acts of God, strikes, lockouts, war or any other cause beyond its control and without its fault or negligence.
- ii. This MOU supersedes all prior understandings, if any, between the Parties concerning the subject hereof.
- iii. No amendments to the MOU shall be valid unless executed in writing and signed by both Parties.

**Indian Institute of Technology Bombay
and
Army Institute of Technology, Pune**

MEMORANDUM OF UNDERSTANDING

In order to promote co-operation between Indian Institute of Technology Bombay, India, and Army Institute of Technology, Pune, the two institutions agree as follows:-

The two institutions will encourage direct contact and co-operation between their faculty and administrative staff, departments and research institutions.

Within fields that are mutually acceptable, the following general forms of co-operation will be pursued:-

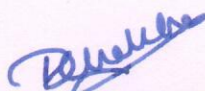
- Visits by and exchange of faculty members and research scholars.
- Exchange of information including, but not limited to, research publications of faculty members.
- Joint research activities and joint supervision of research work.
- Other mutually advantageous joint undertakings.

This memorandum is not intended to create binding or legal obligations on either party. Both parties must agree upon the specific terms of any inter-institution initiative relative to this agreement in written or electronic record correspondence at least three months prior to the initiation of a particular program or activity in order for the said initiative to proceed. Intellectual properties generated under this MoU shall be governed by the IPR policies of respective institutions.

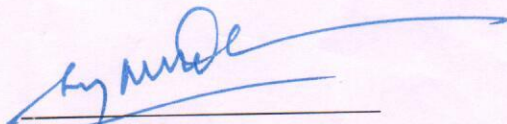
Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

If the Memorandum remains dormant for three consecutive years it will be deemed to have lapsed. Where the Memorandum continues to be active, the two institutions agree to review it after five years from the date hereof. It may be terminated at any time by mutual consent or by six (6) months' notice in writing by either party.

Should on-going collaborative activities be affected by termination, the parties undertake to resolve any issue amicably by mutual agreement.


Name **D. V. KHAKHAR**

Director
Indian Institute of Technology Bombay
Date: 13/12/07


Abhay A. Bhat
Brig (Retd)
Director
Army Institute of Technology
Date: 29/11/07

NAME : _____

ADDRESS : _____

THROUGH : _____

SIGNATURE : _____

RECEIPT NO.: 46

FOR W.M.D.C. LTD.

AUTHORISED SIGNATORY

Western Maharashtra
Development Corporation
Ltd. 2nd Floor, Kubera
Chambers, Dr. Rajendra
Prasad Road, Shivajinagar,
Pune 411 005.
D-5/STP(V)/C.R.1014/01/
08/205-208/08



SPECIAL ADHESIVE
महाराष्ट्र
JUL 21 2016

ZERO ZERO ZERO ZERO ONE ZERO ZERO 12:25

R.0000100/-PB6588

INDIA STAMP DUTY MAHARASHTRA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on _____ 2016 ("Effective Date")

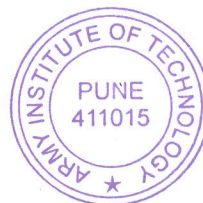
By and between

3DPLM Software Solutions Ltd. (www.3dplmsoftware.com) having its registered office at a company registered under Companies Act, 1950, having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai-400 079, India (hereinafter referred to as "3DPLM")

And

ARMY WELFARE EDUCATION SOCIETY (hereinafter referred to as "Trust"), situated at BLDG no 202, Shankar Vihar, Delhi Cantonment, New Delhi, 110010, registered under the Societies Registration Act XXI of 1860 on 29 Apr 1983 as Army Welfare Education Society (AWES)
Registration No. of the Trust is 'S / 13459'

Whereas,



- A) **3DPLM Software Solutions Ltd (3DPLM)** is a joint venture between Geometric Limited (www.Geometricglobal.com) & Dassault Systèmes (www.3ds.com)

3DPLM is the R&D center of Dassault Systèmes in India & has centers' in Pune, Bengaluru & Mumbai. 3DPLM is 2000+ people strong team of passionate and highly qualified technocrats contributing to the product development of Dassault Systèmes products. 3DPLM works on the development of some of the world's best known 3D apps including 3DVIA, CATIA, DELMIA, ENOVIA, GEOVIA, SIMULIA, 3DEXCITE and SOLIDWORKS.

- B) **TRUST** chartered in year 1983 is the **Army Welfare Education Society** with an objective of quality education to the wards of Army and Ex-Army personnel all across India, who has 134 Army Public Schools and 11 professional colleges including **ARMY INSTITUTE OF TECHNOLOGY –PUNE** and others in the areas of Medical Sciences, Management Studies, Law, Fashion Designing and Nursing.
- C) As part of the Corporate Social Responsibility Initiative, 3DPLM would like to promote "Learn by Doing" approach and thereby improving skills & competency development for students in engineering colleges / universities. **3DPLM** intends to set up an 'Product Innovation Lab' in the premises of the **Army Institute of Technology-Pune** located at Dighi Hills, Alandi Road PUNE (the "**COLLEGE**") as identified by the **TRUST**, which shall be called as "**3DPLM Product Innovation Lab**" (the "**Lab**"). The purpose is to promote 'Learn by Doing' approach, provide a platform for students to acquire integrated engineering, and multi-disciplinary skills, experiment with industry's best software / hardware to bring product innovations, provide 'hands-on' practical experiences and industry exposure to the students and promote 'Make in India', 'Start-up' culture amongst the engineering student. This will help the students Community to understand the power of Integrated engineering, advanced technologies like Systems Engineering, 3D printing, Robotics, Intelligent products, Engineering Automation. It will also provide them industry exposure and motivate them to explore, design and prototype ideas to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture. (hereinafter referred to as "**the objectives**")
- D) The '3DPLM Product Innovation Lab' will be accessible to the students, faculty members, researchers of the **COLLEGE** and also to the students, professors, researchers of other colleges / institutes as well as industries, entrepreneurs, in the region (Herein after referred to as "**the Community**") to promote the aforementioned objectives.

1. Purpose

- 1.1 This MOU is to establish collaboration between **3DPLM** and **TRUST** to set up a lab "3DPLM Product Innovation Lab" at **COLLEGE** premises.

The objectives of the lab:

- To promote "Learn by Doing" approach so that students get practical orientation and hands-on experience while studying the engineering subjects, upcoming technologies
- Motivate students / professors to experiment, simulate – evaluate different solutions / approaches to address specific problems, thereby learn through practical approach

- c) Motivate students / professors to explore, design and prototype ideas to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture, find solutions for India's problems – local problems.
- d) Introduce advanced learning experiences
- e) Help local industries, entrepreneurs by providing working prototypes to address their challenges, problems

This Lab shall be accessed by:

- a) The students / professors, researchers of COLLEGE which will help them to understand the technology, concept, power of Integrated Engineering, and understand other related tools-technologies
 - b) The students / professors, researchers of other colleges, institutes in the region solely towards achieving objectives listed above
 - c) Industry, entrepreneurs and Community at large solely towards achieving **objectives** listed above
 - d) Mutually agreed partners of both parties of this collaboration (3DPLM, TRUST) for further studies, research, exploration
- 1.2 To establish a Lab which will be self-sustaining in the near future, that will continue to achieve the objectives listed above

2. Financial arrangement for the Lab

- 2.1 Subject to the terms of this MOU, 3DPLM will contribute funds to the **trust** to set-up the **LAB** at the **COLLEGE** premises. The funds will be contributed by 3DPLM as per the details mentioned in **Annexure i**.
- 2.2 Based on the progress, commitments from both the partners of this MoU, 3DPLM may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to the Annexure I.
- 2.3 These funds shall be used for:
- (a) Procuring required hardware and software and setting up the required infrastructure for the Lab
 - (b) Appointment of the Lab Manager/Supervisor/Technicians who will be an employees of COLLEGE
 - (c) Provide scholarships to the students undertaking research in this lab. Scholarship criterion and amount will be decided mutually by 3DPLM and the TRUST.
 - (d) Covering other mutually agreed reasonable expenses incurred on account of students / faculty visits to / from 3DPLM and other institutes, industries to understand the know-how and processes required for setting up of the Lab.
 - (e) Organise trainings, conferences in alignment with the objectives stated above.
 - (f) Payments towards periodic maintenance of the hardware/software (AMC) in the Lab
 - (g) These funds shall NOT be used for any activities of profit making in nature.
- 2.4 The parties hereby agree that the detailed investment plan for the Lab shall be discussed between the parties and accordingly worked out over a period of two (2) months from date of execution of this MOU and funds shall be released and usage shall be monitored in accordance with the investment plan.

3. Responsibilities and Mechanism to run the Lab

3.1 3DPLMs' Responsibilities

- a) To Provide financial and management expertise
 - i. Funding as specified in Section 2.1 above
 - ii. Management expertise to set up the Lab and make this program a success
- b) To define initial exercises / experiments to be performed by the students in the lab
- c) To provide technical knowhow and processes knowledge to set up the Lab
- d) Participate in promotion of the Lab
 - i. Organize training and conferences for the students/faculty of COLLEGE
 - ii. Help in industry connect by way of inviting industries to refer their technical problems to the lab to explore possible solutions / prototypes.
- e) To facilitate projects to be undertaken by COLLEGE and it's graduate/post graduate students, interns
- f) To conduct quarterly review to ensure that funds allocated for the Lab are utilized in the manner agreed between the parties

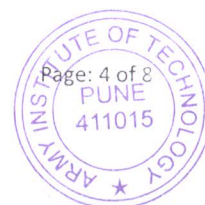
3.2 TRUSTS' Responsibilities

- a) To provide adequate space and infrastructure at the COLLEGE premises for the Lab, with access to Community
- b) To appoint senior faculty member of the College with defined bandwidth to make this program successful and to achieve stated objectives
- c) To appoint a full-time Lab Manager/Supervisor/Technicians to run the Lab
- d) To handle day-to-day operations of the Lab
- e) To develop educational curriculum, define new exercises / experiments to be performed in the lab
- f) To undertake meaningful projects in the area of integrated engineering / Systems engineering / Mechatronics / Robotics, Engineering automation / Simulation in line with curriculum
- g) To promote and support, usage of the Lab by the students & Community
- h) To handle user training and upkeep of infrastructure
- i) To ensure that all the infrastructure installed in the Lab is handled by the TRUST and the COLLEGE with utmost care, is protected to the same extent that TRUST and COLLEGE would protect its own property and is not damaged by the users in the Lab.
- j) To encourage conducting of research or analytical projects in the relevant area in the Lab by students' / faculty community.

3.3 Joint Responsibilities of all the parties

- a) To work jointly and co-operate with each other to accomplish the goal for setting up of the Lab
- b) To promote culture of innovation and Community participation
- c) To suitably upgrade the Lab in line with technology advancements and Community requirements
- d) To undertake joint collaborative research projects in the relevant area
- e) Each party shall appoint their representative as a Single Point of Contact (SPOC) who shall constitute a 'Joint Working Group' to manage and execute the cooperative activities mentioned in this MOU. This group shall decide on Lab progress milestones and hold quarterly progress reviews for the Lab and suggest means to increase lab utilization for Community purpose.

SPOC details:



For: 3DPLM Software Solutions Limited

Name: Sudarshan Mogasale (CEO)

Address: 3DPLM Pune Office

Plot No. 15B, Pune Infotech Park, M.I.D.C, Phase-I, Hinjewadi, Taluka Mulshi
Pune 411 057

Ph: +91 (20) 6793 6600

Email id: Sudarshan_Mogasale@3dplmsoftware.com**For: Army Welfare Education Society (TRUST)**

Name: Brig (Dr) S K Lahiri (Retd)

Title: Director, Army Institute of Technology.

Address: Dighi Hills, Alandi Road, Pune – 411015.

Phone: 020- 27157758.

Email id: director@aitpune.edu.in

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

- f) To make the Lab self-sustaining in the near future

3.4 Mechanism to make the Lab self-sustaining:

- a) The mechanism to run and make the Lab self-sustaining will include fund generation activities such as:
- i. Students and faculty community will get free lab access and material at free/concessional rates to be decided by TRUST in consultation with 3DPLM
 - ii. Industries and other individuals will pay for machine time and material at prescribed rates to be decided by Trust in consultation with 3DPLM
- b) The above mechanism for Community usage of the Lab shall be finalized within 90 days of signing of this MOU and TRUST shall implement it accordingly.
- c) All funds generated through the above mechanism shall be utilized by the TRUST solely for supporting the Lab in future.

4. Term

- 4.1 This MOU shall be effective from the 'Effective Date' and shall be valid for an initial period of 3 years. Thereafter, this MOU shall automatically renew for successive three (3) year terms unless terminated by either party in accordance with the provisions of this MOU.
- 4.2 During the initial term or any renewal term, either party may terminate this MOU upon sixty (60) days prior written notice to the other party.
- 4.3 Notwithstanding the foregoing, either party may terminate this MOU by written notice to the other parties if any party is in breach of any material provision of this MOU and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- 4.4 In the event of termination of this MOU prior to expiry of the initial term of 3 years, 3DPLM shall have no obligation to provide further funding to the Lab and TRUST will continue to use the Lab along with its infrastructure at its own cost.

- 4.5 In the event of termination/expiry of this MOU after 3DPLM has provided the entire funding for the Lab as specified in Section 2.1 above, the Lab may be at the option of 3DPLM continue to be called as "3DPLM Integrated Engineering Lab".
- 4.6 This MOU shall be governed by the laws of the Republic of India.

5. **Access to the lab and process knowledge developed at the Lab**

- 5.1 3DPLM shall have access to all the experiments developed at the Lab by Community and to the process knowledge built up at the Lab.
- 5.2 3DPLM shall have access to the prototypes developed at the Lab by Community and to the process knowledge built up at the Lab.

6. **Branding**

3DPLM reserves the right to do branding as and where it deems appropriate. The Trust will seek prior approval from 3DPLM before using the 3DPLM logo/brand in any form.



7. **Review and Monitoring**

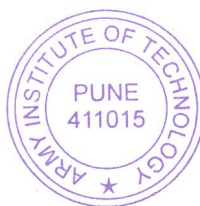
- 7.1 The Trust shall submit reports each Quarter, giving the status of various stages of completion of the lab as well as statements containing details of expenses incurred by it to 3DPLM, per requirement. The Trust shall also provide such information and documents as are required by 3DPLM with respect to the said project.
- 7.2 3DPLM reserves the right to make visits to the Lab to monitor progress of the same, with adequate prior notice to the Trust.

8. **Miscellaneous**

- 8.1 Neither Party shall be liable for failure or delay on its part in performing its obligations under this MOU, if such failure or delay is partly or wholly due to a Force Majeure condition.
- 8.2 All conditions, changes, erasures, amendments, waivers, etc. shall only be in writing, duly executed by all the Parties.
- 8.3 Neither parties may assign any part or whole of this MOU or any rights hereunder, without the written permission of the other parties.
- 8.4 This MOU sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution.
- 8.5 The Parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU amicably. In case the differences are not resolved amicably, a committee will do the same and failure after that to resolve differences could lead to termination of this MOU.
- 8.6 The TRUST shall provide 3DPLM all access and information and copies of all information relating to the subject matter of this MOU and shall take all steps required by 3DPLM to fulfill its internal regulations and compliances under applicable law.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

For and on behalf of 3DPLM Software Solutions Ltd	For and on behalf of Army Welfare Education Society (Trust)
	
Name: SUDARSHAN MOGASALE	Name: Brig (Dr) S K Lall (Retd)
Designation: CEO, 3DPLM	Designation: Director, Army Institute of Technology
Date:	Date: Dighe Hills, Pune - 411015. <i>July 2016</i>



Annexure I

It is agreed between the parties that initially, 3DPLM will contribute Rs. 11,00,000/- (Eleven Lakh Rupees) to the **trust** to set-up the **LAB** at the **COLLEGE** premises, and the same to be utilized by during **current financial year**. The trust confirms that it shall provide receipts for all such expenses incurred in setting up the Lab.

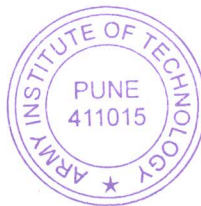
The Trust will be required to give an explanation, in writing, for any delay in the achievement of the objectives envisaged, and thereby for the non- utilisation of the contribution until 30th September 2016.

Based on the progress, commitments from both the partners of this MoU, 3DPLM may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to this Annexure.

----- (0) -----

J. Lakshmi

Mahesh
26/7/2016
Director
Army Institute of Technology
Dighi Hills, Pune - 411015.





COLLEGE OF ENGINEERING, PUNE

(An Autonomous Institute of Govt. of Maharashtra)
SHIVAJINAGAR, PUNE-411005 (MAHARASHTRA) INDIA

Tel.No.020-25507000/25507009

Fax: 020-25507299

E-mail: director@coep.ac.in

No. COEP/VLAB/MP2/NC22/2017-18/002

August 21, 2017

To,

The Principal,
Army Institute of Technology,
Dighi,
Pune 411 015

Dear Principal,

This has reference to our letter no. COEP/VLAB/MP2/NC22/2015-16/001 dated 14th December 2015 approving your college as Nodal Center for Virtual Labs. We are now happy to extend the said approval for your college as Nodal Center up to 31st December 2018.

We thank you again for your interest in the Virtual Labs project and appreciate your endeavor in the service of the student community. Wishing you all the best!

Thank You,

Sincerely,

Prof. S. D. Agashe
Principle Investigator,
College of Engineering, Pune


METHODOLOGY FOR COLLECTING OUTREACH USAGE DATA FOR VLAB.

The outreach include following activities for collecting outreach usage data at Army Institute of Technology,
Pune on actual basis till August 31, 2016

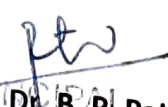
S. No.	Activit	No. of Usages
1	Number of Vlabs experiments performed at Nodal Centers	$2160 = 3 \times 720$ / Semester (All branches)
2	Online Lab-wise usage form	Online Feedback is given by each staff & Student After doing the experiment (Sample feedback forms are attached.)
3	Number of attendees in workshops	$50 \times 4 = 200$
4	Cloud data usage	Yes
5	FDP / CEP / QIP at respective institutes	25 June 2016 (Notice & Attendance sheet Is attached)
6	Others Hands on Experiments performed by students	Language Lab
	Total usages	60%


Please provide the following updated data till 31 August 2016:

1. Number of Workshops organized: 01
2. Date: 25 June 2016
3. Number of Attendees: 41
4. Number of Usage : 80%


Nodal Center Coordinator
Prof. D.G. Auradkar
30 Sep 2016

Name of Institute: Army Institute Of Technology Pune


Sign: Dr. B. P. Patil
Principal, AIT, Pune
30 Sep 2016 - 411015


Professor
Department of Instrumentation & Control
College of Engineering
Pune - 411 005.

Annexure I

1) Number of Vlab experiments performed at Nodal Centers

Number of Virtual lab experiments performed at respective nodal centers during regular lab sessions in a semester → one experiment for each subject for each year. i.e. for S.E, T.E, B.E. for E&TC, Computer, Information Technology & Mechanical Engineering Under graduate Branches. Total 720 experiments are conducted.

Supporting document: Usage report of Nodal center on letter head duly signed by the Director and Nodal Coordinator. → 80% Usage of Vlab

2) Online Lab-wise usage form

The data submitted as online usage form at respective Participating Institute / Lab-wise online usage server. → Online Feedback is submitted after conducting each experiment. (Sample Feedbacks are attached.)

Supporting document: Database of usage server at respective participating institutes. Is present on vlab.co. in.

3) Number of attendees at workshops

These are total attendees in workshops on Virtual Labs at respective participating institute including workshops at their Nodal Centers as well. → 41 Attendance sheet is attached.

Supporting document: Attendance sheet of workshop with details of attendees.

Yes Attached.

4) Cloud data usage

It is data received from cloud server where all labs are being hosted.

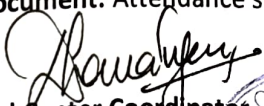
Supporting document: Analytics by IIIT Hyderabad from Central Data Server.

No

5) FDP / CEP / QIP at respective institutes

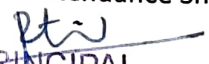
No of attendees in FDP/CEP/QIP → 41

Supporting document: Attendance sheet duly signed by PICs. → Attendance Sheet is Attached.


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