

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

TECNIA INSTITUTE OF ADVANCED STUDIES

&

RESOLUTE AI SOFTWARE PRIVATE LIMITED



Director
Tecnia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85

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For RESOLUTE AI SOFTWARE PRIVATE LIMITED

Authorised Signatory

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Nine (9) day of September, Two Thousand Twenty-Two (2022),

BETWEEN

Tecnia Institute of Advanced Studies, 3 PSP, Institutional Area, Madhuban Chowk, Rohini, New Delhi-110085, the First Party represented herein by its **Name of Competent Authority / Representative** (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

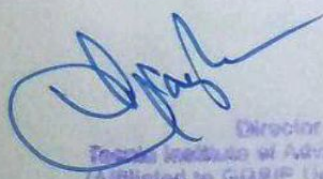
Resolute AI Software Private Limited, a company registered under the laws of Companies Act, 1956, with its registered office at 91 Springboard, #175 & 176, Dollars Colony, Phase 4, JP Nagar, Bannerghatta Main Road, Bangalore 560076 India, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

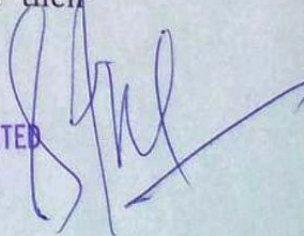
(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **Tecnia Institute of Advanced Studies**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their

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Director
Tecnia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-110085


For RESOLUTE AI SOFTWARE PRIVATE LIMITED

Authorized Signatory

resources, and provide each of them with enhanced opportunities.


C) The Parties intent to cooperate and focus their efforts on some or all area of corporation as below:

- Student Induction Program
- Exchanging of expertise by means of Guest Lectures, Workshop, Seminar, Conference for the benefit of Faculty & Students,
- Value Added Program
- Short Term Capability Enhancement Program
- Hiring students for internship and live project for practical training,
- Skill Development
- R&D Services,
- Summer Internship
- International / Domestic Industrial & Educational Travel Programs.
- Industrial Visit
- Entrepreneurship
- Career Counseling
- Career Guidance
- Consultancy
- Innovation
- Entrepreneurship & Startup
- Placement
- Expert for Institutions Innovation Council, Ministry of Education (MoE)


C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

D) **Resolute AI Software Private Limited**, the Second Party is in the business of licensing their Software in the realm of Artificial Intelligence, Analytics, and Digital Platforms ("Software") and providing the AI & Digital Engineering Services and AI Professional Services.

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


Director
Technia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Bahadurpur, Delhi-85

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For RESOLUTE AI SOFTWARE PRIVATE LIMITED

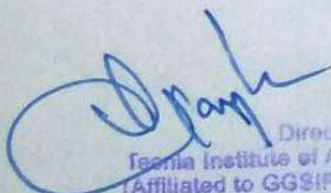
Authorized Signatory

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 (To be entered as per the mutual agreement - Below content is just the draft)

- 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.

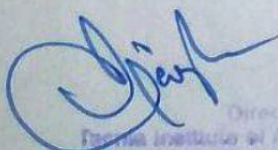

Director
Iqbal Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85

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For RESOLUTE AI SOFTWARE PRIVATE LIMITED

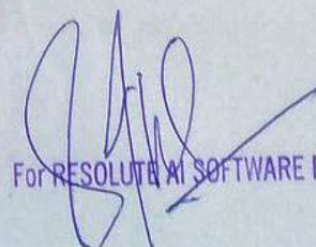
Authorised Signatory

- 2.2 **Curriculum Design:** Second Party will give valuable inputs, as per the requirement, 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 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party, upon request and feasibility, may permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party may provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of – **AI ML, Data Science and Data Analytics**
- 2.5 **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.
- 2.6 **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.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.



Director
GGS Indraprastha Institute of Advanced Studies
(Affiliated to GGSIP University, Delhi)
Machubani Chowk, Rohini, Delhi-85

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For RESOLUTE AI SOFTWARE PRIVATE LIMITED

Authorised Signatory

- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on the part of the **Tecnia Institute of Advanced Studies**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

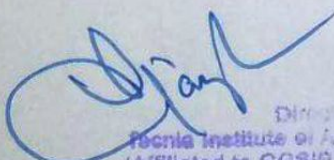
- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

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 **Resolute AI Software Private Limited**, 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 **Resolute AI Software Private Limited**, 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


Director
Tecnia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi,
Madhuban Chowk, Rohini, Delhi-85)

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For RESOLUTE AI SOFTWARE PRIVATE LIMITED
Authorized Signatory

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.


First Party
Faculty Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85

For RESOLUTE AI SOFTWARE PRIVATE LIMITED


Second Party

Authorised Signatory

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 Delhi.

Separate Agreement:

Prior to initiating any specific activity of conducting training program or internship program, First Party and ResoluteAI.in will negotiate and enter into a separate agreement, signed by each party's authorised signatories, describing the terms of the arrangement, including commercial consideration. Each party will designate a Single Point of Contact (SPoC) to develop and coordinate specific activities for the same.

Binding Obligations:

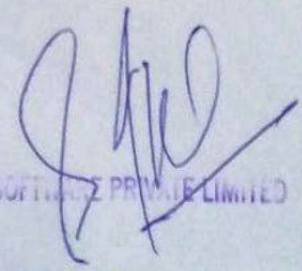
This MoU is not intended to create any legal binding obligations on either First Party or Resolute AI.in but rather intend to facilitate discussions regarding general areas of cooperation.

Use of Names:


Faculty Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi

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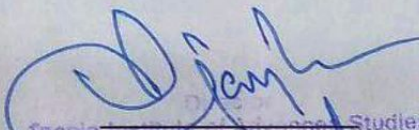
For RESOLUTE AI SOFTWARE PRIVATE LIMITED

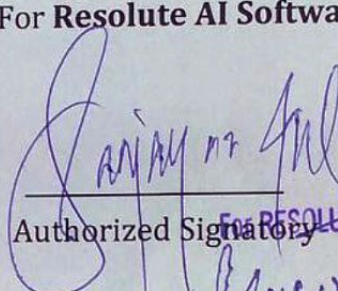

Authorised Signatory

The branding and logo can be used by each party for using the other's name and promotional material for generation of business and during the performance of work under this MOU, subject to the condition that before the use of such materials and names, prior consent of the both the parties should be obtained formally. Further, the party using such name and material will ensure that the same is utilized solely for the purposes for which the prior approval has been obtained consequent to this MOU.

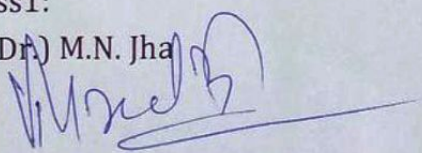
AGREED:

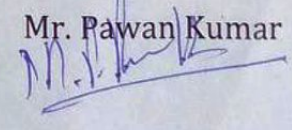
For **Tecnia Institute of Advanced Studies** For **Resolute AI Software Pvt Ltd**

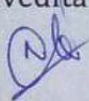

 Authorized Signatory
 8/Sept/2022


 Authorized Signatory
 09/Sept/2022
 RESOLUTE AI SOFTWARE PRIVATE LIMITED
 Authorized Signatory

Tecnia Institute of Advanced Studies	Resolute AI Software Pvt Ltd
3 PSP, Institutional Area, Madhuban Chowk, Rohini, New Delhi-110085	91 Springboard, #175 & 176, Dollars Colony, Phase 4, JP Nagar, Bannerghatta Main Road, Bangalore 560076 India
Contact Details: 7678600432	Contact Details - 74069 38888
E-mails: directortias@tecnia.in	E-mails - jeenal@resoluteai.in
Web: https://tiaspg.tecnia.in/	Web - www.resoluteai.in

Witness1:
 Prof. (Dr.) M.N. Jha


Witness2:
 Mr. Pawan Kumar


Witness3:
 Dr. Nivedita


Witness4: