



















MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



TECNIA INSTITUTE OF ADVANCED STUDIES

Institutional Area, Madhuban Chowk, Rohini, Delhi-110085, (INDIA)



Tomori Pal College

1223 Budapest, Művelődés u. 21-27, Hungary

02nd September, 2020



Memorandum of Understanding

Faculty & Students Exchange Programs Between Tecnia Institute of Advanced Studies, India And



Tomory Pal College, Hungary

This Memorandum of Understanding (MoU) for Faculty Exchange programs is entered on 22nd day of August, 2020 between

"Tecnia Institute of Advanced Studies (TIAS), Madhuban Chowk, Rohini, New Delhi, India" through Dr. Rashmi Gujrati, Professor & Dean

Tecnia Institute of Advanced Studies (TIAS) as one of the Premier NAAC Accredited "A" Grade Institute duly approved by All India Council for Technical Education, Ministry of HRD, Govt. of India in the year 1998 and is affiliated to Guru Gobind Singh Indraprastha University, Delhi, recognized Under Section 2(f) of UGC Act, 1956 for the conduct of MBA, BBA & BA (J&MC) Program in both shifts and BCA in first shift only. The Institute is a professional center established, with an Aim to provide Training and Expertise to improve the capabilities, technical knowledge, required for career development of young generation by way of providing the quality education. Institute is ISO 9001:2015 & ISO 14001:2015 certified for Quality Management System and for Environmental Management System by ISC Assurance Services Pvt. Ltd.

And

"Tomori Pal College (TPC) through Dr. Habil. Nagy Henrietta, Associate Professor, Vice Rector for Scientific and International Affiars, Hungary"

Tomori Pal College, was accredited by the Hungarian Accreditation Committee in 2003 by its decision No. MAB 2003/9/VII/2. The Parliament decided about the acknowledgement of Tomori Pál College on 14 July 2004. (legislation No. LX. in 2004.). The maintainer organization released its founding document on 22 June 2004.

The main goal of the College is to prepare its students finishing its vocational an BA courses, Higher Educational Vocational Training (in Hungarian), Postgraduate specialist training courses (in Hungarian), In addition to teaching activities, the College also aims to fulfil the role of a regional centre of knowledge, based on its capacities of staff, knowledge and infrastructure. The College also acts as an organizer and manager of business to business relations and an interface between the world of labour and the world of education through consulting activities and the organization of business trainings. Currently, Tomori Pál College is the only higher education institution in the region of South Buda and we are determined to continue to be an important educational actor in the field of economics and arts, extending our selection of programmes with ones in technical sciences and IT

Scope of the MoU

This MoU details the modalities and general conditions regarding collaboration between Tecnia Institute of Advanced Studies & Tomori Pal College to cooperate and focus their efforts on cooperation within area of, Consultancy, Exchanging of expertise by means of guest lectures, workshop for the benefit of faculty & Students, international industrial visit, hiring students for internship and live project for practical training, R&D Services, Skill Development & Placement and international and domestic industrial and Educational and travel programs.

1. Areas of Collaboration

- a. Launching research projects, participating in research projects in partnership to take advantage of the competitive edge inherent in order to widen the network of scientific links of the institute across the world.
- b. Transfer of new competencies the courses based on research activities to faculty and Students through distance mode.
- c. Transfer of new skills gathered on the courses based on research activities through ematerials which would support the transfer and dissemination of knowledge.
- d. Provide opportunity for educational tours for the Students and Faculty.
- e. Exchange of faculty and students in Planning and handling of academic programs and courses, seminars, workshops and conferences including the exchange of mutual experiences in teaching, research.
- f. To train the students on the emerging technologies areas in order to bridge the skill gap and make them industry ready.
- g. Students exchange in MBA Executive programs/ PGDM/ Diploma Programs.

2. Terms and Conditions

- a. In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- b. This MoU may be amended, renewed and terminated by mutual written agreement of Tecnia Institute of Advanced Studies & Tomori Pal College at any time.

3. Confidentiality

- a. TIAS and TPC to hold in confidence all information/data designated by the parties as being confidential which is obtained from either of the parties or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other party.
- b. The above confidential clause under this MOU excludes the information/data possessed by either party before entering into this MoU or independently developed and/or information already available through public domain.

4. Duration of MOU

This MoU, unless extended by mutual written consent of the parties, shall expire in two years after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended for another two years by mutual consent.

5. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version 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
Tecnia Institute of Advanced Studies
Madhuban Chowk, Rohini, Delhi

Prof (Dr.) Rashmi Guirati

Professor & Dean
Email: directortias@tecnia.in
iic@tecnia.in
Date: 22.08.2020

On behalf of
Tomori Pal College
Budapest, Hungary

Dr. Rózsa Meszlényi
Founding Rector Emerita & Professor
Email: meszlenyi.rozsa@tpfk.hu
Date: 22.08.2020

Date: 22.08.2020

5. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version 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

Tecnia Institute of Advanced Studies

Madhuban Chowk, Rohini, Delh

Prof (Dr.) Rashmi Gujrati

Professor & Dean

Email: directortias@tecnia.in

Date:

2020 On behalf of

California Institute of Behavioral

Neurosciences and Psychology

Dr. Hassaan Tohid Co-Founder & CEO

Email:.....

Date:



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL43649720315201T

29-Oct-2021 02:23 PM

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SUBIN-DLDLSHIMP1781955743704314T

TECNIA INSTITUTE OF ADVANCED STUDIES

Article 58 Memorandum of Settlement

Not Applicable

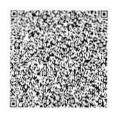
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TECNIA INSTITUTE OF ADVANCED STUDIES

MICROTEK INTERNATIONAL PVT LTD

TECNIA INSTITUTE OF ADVANCED STUDIES

(One Hundred only)



....Please write or type below this line_____

Teenie institute of Advanced Studies (Affiliated to GGSIP University Delhi) Madhuban Chowk, Robint, Delbi-85

For Microtek International Private Limited

Director

Page 1411

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN



TECNIA INSTITUTE OF ADVANCED STUDIES

Institutional Area, Madhuban Chowk, Rohini, Delhi-110085

&



Microtek international Pvt. Ltd. H-56-57, Udyog Nagar, Rohtak Rd, Delhi, 110041

(28th September, 2021)

Director

fechie institute of Advanced Studies (Affiliated to GGSIP University Delhi) Madhuban Chowk, Rohini, Delhi-85 For Microtek Interfacional Private Limited

This Memorandum of Understanding (hereinafter called as the "MOU") is effective and entered into on this the 28th day of September, 2021,

BETWEEN

Tecnia Institute of Advanced Studies, O/A: Institutional Area, Madhuban Chowk, Rohini, Delhi-110085 the First Party represented herein by its Dr. Ajay Kumar, Director, TIAS (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).

Tecnia Institute of Advanced Studies ("TIAS") is a Flagship of Tecnia Group of Institutions; one of the Premier NAAC accredited "A" Grade Institute; Approved by All India Council For Technical Education (AICTE), Ministry of Human Resource Development (HRD), Government Of India (GoI) and Affiliated to Guru Gobind Singh Indraprastha University, Delhi; Recognized under Section 2(f) of University Grants Commission Act, 1956. The Institute conducts Master of Business Administration (MBA), Bachelor of Business Administration (BBA), Bachelors of Arts (BA) & Master of Computer Application (MCA) & Bachelor of Computer Applications (BCA) programmes in both shifts. The institute is ISO (hereinafter ISO refers to International Organization For Standardization) 9001:2015, ISO 14001:2015, ISO 21001:2018 & ISO 51001: 2018 Certified and Instituted is Top 50 Best B-School in North Zone by The Week Hansa Research Survey, Top 50 Private Institute in India by Times BBA Education Ranking Survey; The institute has established Institution Innovation Council (IIC) under the MHRD, GoI in Entrepreneurship Development Cell to promote Innovation and Start up. Institute also provides Value Added Programs & Career Counseling Session, Capabilities Training to enhance, and technical Expertise knowledge for development of young professional. The institute had setup TIAS-NPTEL Local chapter to complete MOOCs Course with e-certification for making students employable. Institute has ultra-Modern infrastructure and impart value Based Education, conducts Training, Research & Consultancy, National and International conferences and seminars, faculty exchange programme, Technical cum Cultural Fest etc. since 1998. The Institute is located at a prime location and has state-of-the-art facilities, erudite faculties, dedicated staff members and an ambiance to fulfill admirable academic pursuit.

AND

Microtek international Pvt. Ltd., H-56-57, Udyog Nagar, Rohtak Rd, Delhi, 110041,the Second Party, and represented herein by its Mr. Subodh Gupta, Chief Managing Director(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).

The Second Party facilitated various training and development programs in India; to promote internship, Live Projects for practical training, Final Placements and industrial visit, the Second Party is promoted by Mr. Subodh Gupta, Chief Managing Director, Microtek international Pvt. Ltd., H-56-57, Udyog Nagar, Rohtak Rd, Delhi, 110041, the Second Party.

The Second party is a renowned player in the power product market of India. It is the most trusted & preferred brand in India. No wonder it's the company's best-in-class products that have helped the organization to achieve the position of India's most trusted & preferred brand. Being a technology innovator and a pioneer in the power back-up industry of India,

For Microtek Intel

Page 3 of 11

Director .

Microtek stands tall as an epitome in the space with its capability of making reliable and latest technology incorporated products that are well accepted and appreciated by household consumers & the industrial sector across the globe.

Microtek today is offering many products which deal with Power Backup solutions, Solar Energy, Voltage Solutions, Wires & Cables, Circuit Protection Devices (MCB, DBs), E-Vehicle Chargers, Surge & Lightning Protectors & Health Care range of products. Not just that but Microtek is the only brand to make line interactive UPS in India. All of these products are of premium quality and are crafted to cater to the unique requirements of the consumers.

With such dedicated offerings, Microtek today has earned the valuable trust of more than 120 million smiling users worldwide. Since its inception, the organization has achieved tremendous growth and excellence in all verticals of its operations.

WHEREAS:

- A) First Party and Second Party are hereinafter jointly referred to as "Parties" and individually as "Party"
- 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 the area of;
 - 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)

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Milliated to GGSIP University Delhi)

Madhuban Chowk, Rohini, Dethi-85

Director

Page 4 of 11

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

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

CLAUSE 1: CO-OPERATION

- 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.
- 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 MOUs, 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 MEMORANDUM OF UNDERSTANDING (MOU)

- The budding graduates from the institutions could play a key role in technological upgradation, 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.
- Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to 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 will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.3 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them. Hiring students for internship & Live project for practical training. For Microtek Interna Maal Pri

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

Page 5 of 11

For Students of Management

- Providing industrial exposure to the management students to understand the practical situations and operational activities of the organizations.
- Getting oriented for corporate culture and functioning.
- Providing the management students a sense of direction in identifying career opportunities and get prepared accordingly.
- To help students in identifying their areas of interest and generating placement opportunities (PP I / PPO).

For Students of Journalism and Mass Communication

- Applying classroom based education for practical work experience in the industry.
- Utilizing current standards and recent advances in media and entertainment organization.
- Networking with the industry professionals.
- Applying classroom learning for practical work experience in the industry.
- Developing proficiency of skills, explore career options and networking with potential employers.
- Demonstrating proficiency of skills in their field of interest in Media and entertainment Industry.

For Students of Computer Applications

- Providing high-quality technical training covering key concepts in computer applications and software design, development, and implementation.
- Developing appropriate skills for increasing the productivity of students.
- 2.4 Campus interview: The second party will come for campus requirement where intake depends up on the clearance of all the rounds by the candidate in the selection process.
- 2.5 **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.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the continuing development for every intern through our exceptional training solutions in BFSI sector.
- 2.7 **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.
- 2.8 **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.
- 2.9 Management Development Programs: First Party to train the member of Second Party to through Management Development programs abreast with the latest skills.

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(Affiliated to GGSIP University Delhi)
Machuban Chowk, Rohini, Delhi-85

Page 6 of 1/1.

- 2.10 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of –Interns with specialization in Marketing and HR, passionate to make their career in Banking and Financial Sector.
- 2.11 **Projects and Consultancy:** Both the parties agree to coordinate with each other on various projects and consultancy on various sectors of management.
- 2.12 Branding & Strengthen of Relations: Both the parties agree to use logo of each other for branding and strengthen of relations and can publicize on website and other social media. The students of Tecnia Institute of Advanced Studies undergoing internship with Stallion Capital Management Pvt. Ltd. may use the logo of the company on the report that would be submitted for final evaluation.
- 2.13. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.14 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

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

4.1 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

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 MOU 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.

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Affiliated to GGSIP University Delbi)
Madhuban Chowk, Rohini, Delhi-85

Page 7 of 11

CLAUSE 6: ARBITRATION

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties; In case aggrieved parties are not satisfied and the amicable solution is not possible, the same shall be referred for arbitration to panel of two arbitrators each to be appointed by the "parties" as per the provisions of Arbitration and Conciliation Act 1996 as amended/notated. The place of the arbitration shall be at notified by the parties. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Delhi only.

CLAUSE 7: INDEMNITIES

First Party shall unconditionally and irrevocably indemnify Second Party (its officers, employees and agents), and/or its Affiliates, from and against all claims and actions and all liabilities, loss, expense, injury and damage (whether or not on the basis of negligence and including legal costs and disbursements on a solicitor and client basis) suffered or incurred directly or indirectly as a result of, or in connection with, (i) First Party's performance under this MOU or (ii) A breach of any of its obligations under this MOU; or (iv) any gross negligence, fraud, willful default/misconduct; (v) Violation of applicable laws by the First Party, its employees, agents or associates; (vi) Breach of confidentiality obligations under this MOU by Supplier; (vii) Breach of intellectual property rights of a third party by the First Party and students sent by the First Party.

CLAUSE 8: CONFIDENTIAL INFORMATION

- 8.1 The Parties understand and acknowledge that, whether in the course of performance of this MOU or otherwise, it will receive or become aware of Confidential Information of the other Party
- 8.2 The Parties agree that it shall use the Confidential Information of the disclosing Party only as follows:
 - 8.2.1 To use such Confidential Information only in relation to the MOU;
 - 8.2.2 Not to disclose the Confidential Information in whole or in part to any other person without disclosing Party's prior written consent, except to the receiving Party's employees, agents and students involved in the performance of this MOU on a confidential and need to know basis and provided that employees, agents and students are bound by written MOUs of confidentiality which are at least as stringent as the provisions of this Agreement; and
 - 8.2.3 Safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data.
- 8.3 The receiving Party shall immediately upon becoming aware of any unauthorized disclosure, give notice to the other Party of such unauthorized disclosure, misuse, theft or other loss of Confidential Information, whether inadvertently or otherwise.
- 8.4 The First Party shall ensure that it has similar MOU containing terms and conditions consistent with the terms and conditions provided under this clause in place with its agents, teachers and students and any third party accessing Confidential Information pursuant to this MOU. First Party shall ensure that such third parties adhere and comply with confidentiality obligations similar to the ones provided under this MOU. First Party

Olivector Following Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-35

Director Page 8 of 11 shall be liable for any breach of confidentiality obligations by such parties.

8.5 The terms of this Clause shall continue in full force and effect for a period of 3 years from the date of disclosure of such Confidential Information or the entire duration of this MOU, whichever is later.

CLAUSE 9: AMENDMENT AND WAIVER

The terms of this MOU may not be modified, waived, changed, discharged or terminated, except by an MOU in writing signed by the party against whom or which such modification, waiver, changed, discharged, or termination to be imposed. No terms or conditions of this MOU shall be deemed to have been waived, nor shall there by any estoppel against any enforcement of any provision of this MOU, except by written instrument of the party charged with such waiver or estoppels. No such written waiver shall be deemed a continuing waiver unless specifically stated there, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver or such term or condition for the future or as to any act other than that specifically waived.

CLAUSE 10: SEVERABILITY.

The Invalidity, illegality or unenforceability of any particular provision or part of any provision of any MOU under any applicable law shall not affect the other provisions or parts thereof, which shall remain in full force and affect, and any such any valid, illegal or unenforceable provision of part thereof shall be deemed modified to the extent necessary to make it valid, legal or enforceable under any applicable law.

CLAUSE 11: COUNTERPARTS.

This MOU may be executed in any number of counterparts each of which for all purposes shall be deemed to be original and all of which taken together shall constitute one and the same instrument.

CLAUSE 12: ENTIRE MOU.

This MOU constitutes the entire MOU between and among the parties with respect to the subject matter hereof, recites the sole consideration for the promises exchanged and supersedes any prior MOUs with respect to the subject matter hereof. In reaching this MOU neither party has relied upon any representation nor promise except those set forth herein.

Director
Techic Institute of Advanced Studies
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Page 9 of 11

CLAUSE 13: CONSTRUCTION.

The parties agree that the terms and conditions of this MOU are the result of negotiations between the parties and/or their council, and that this MOU shall not be construed In favor of or against either parties by reason of the extent to which either party or its council participating in the drafting of this MOU.

CLAUSE 14: NOTICES.

All notices, requests, claims, demands and other communications here under shall be in writing and shall be deemed to be given if delivered personally or sent by overnight courier (providing proof of delivery) or by Registered Post to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) To the First Party at: Tecnia Institute of Advanced Studies

Institutional Area, Madhuban Chowk

Rohini, Delhi – 110085

With Copy to:

Mr. Vivek Kumar, Advocate

E-16/391, Sector-8, Rohini

New Delhi-110085

(b) To the Second Party: MICROTEK INTERNATIONAL (P) LIMITED

H-57, Udyog Nagar,

Rohtak Road, Delhi-110041

With Copy to:

Mr. Parvesh Khanna, Advocate

F3, Ground Floor, South Ext.

Part II, Delhi-110049

CLAUSE 15: SUCCESSORS AND ASSIGNS.

This MOU shall be binding upon and enure to the benefit of the parties hereto and any of their successors and assigns. In addition the Company may assign their rights and obligation hereunder to any of its or their affiliates or to the purchaser of or successor to (i) All or a significant portion of the Company's business or assets, or (ii) that aspect of the company's business in which Consultant is principally involved in each case whether by a case of merger, stock sale, asset sale, or otherwise, provided that no assignment shall relieve or excuse the Company from its obligations to pay Consultant under this MOU. Except as set forth in the prior sentence, this MOU may not be assignable by any party hereto without the prior written consent of the other For Microtek Internat Director parties.

Ponie Institute of Advanced Studies (Affiliated to GGSIP University Dellai) Madhuban Chowk, Rohini, Defwi-85

Page 10 of 11

CLAUSE 16: CAPTIONS.

The captions in this MOU are for the convenience only and shall not be construed to affect the meaning of any provision herein.

CLAUSE 17: KNOWING AND VOLUNTARILY EXECUTION.

Parties acknowledge that they have read and fully understand the terms of this MOU that they have obtained legal advice in connection with this MOU, and that they are signing it knowing and voluntarily.

For Microtek

Name: Mr. Subodh Gupta

Chief Managing Director

Date: hernalio

IN WITNESS WHEREOF, the parties hereto have executed this MOU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned

For Tecnia Institute of Advanced Studies For M/s Microtek international Pvt. Ltd., (First Party) (Second Party)

Name: Dr. Ajay Kumar,

Director

Director

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

Page 11 of 11





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Government of National Capital Territory of Delhi

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL63884140628338U

22-Jul-2022 12:55 PM

IMPACC (IV)/ dl753203/ DELHI/ DL-DLH

SUBIN-DLDL75320310297590133933U

INSTITUTE FOR INDUSTRIAL DEVELOPMENT

Article 5 General Agreement

Not Applicable

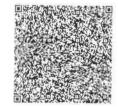
(Zero)

INSTITUTE FOR INDUSTRIAL DEVELOPMENT

Not Applicable

INSTITUTE FOR INDUSTRIAL DEVELOPMENT

(One Hundred only)



MEMORANDUM OF UNDERSTANDING (MOU)

Between

TECNIA INSTITUTE OF ADVANCED STUDIES

AND

INSTITUTE FOR INDUSTRIAL DEVELOPMENT (IID)



Directo



- Statutory Alert The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.



MEMORANDUM OF UNDERSTANDING (MOU)

Between

TECNIA INSTITUTE OF ADVANCED STUDIES

AND

INSTITUTE FOR INDUSTRIAL DEVELOPMENT (IID)

Under the Aegis of M/s SAMADHAN SAMITI

FOR

ENTREPRENEURSHIP, SKILL DEVELOPMENTAND INDUSTRIAL SOLUTIONS MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



AND

INSTITUTE FOR INDUSTRIAL DEVELOPMENT (IID)







MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) signed on 22^{std} day of July year 20 22. Hereinafter collectively called as the "Parties"

1. THE FIRST PARTY

Tecnia Institute of Advanced Studies (TIAS) – is one of the Premier Institute, set up under the aegis of Health & Education Society (Regd.), – a body registered under the Society Registration Act XXI, 1860. TIAS is NAAC accredited "A" Grade Institute duly recognized by All India Council for Technical Education, Ministry of Education, Govt. of India and is affiliated to Guru Gobind Singh Indraprastha UNIVERSITY, Delhi; Recognized under Section 2(f) of UGC Act, 1956 established in the country's capital in the year 1998 as an educational and professional center, with an aim to provide technical knowledge required for the career development of young generation by way of providing the quality education

Tecnia Institute of Advanced Studies (TIAS) is situated at 3 PSP, Institutional Area, Madhuban Chowk, Rohini, New Delhi-110085. (Hereinafter called the 'First Party)

AND

2. THE SECOND PARTY:

The Institute for Industrial Development (IID) an incubator under the public private partnership with Ministry of Micro, small and Medium Enterprises and Samadhan Samiti, having its office at Gandhi Darshan, KVIC Pavilion, Rajghat New Delhi. It primarily discharges its responsibilities for online and offline training of Entrepreneurship development on behalf of Ministry of MSME, as incubator in the field of Entrepreneurship development. The training is through online portal and mobile apps. (Hereinafter called the 'Second Party or IID, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assignors)

It is also a START UP Incubator promoted by Govt of Uttar Paradesh and set up under PPP mode to educate, update and train Professionals and entrepreneurs and guide them with the latest technology, schemes, manufacturing processes, Machinery details, project cost etc

3. Purpose of MOU:

Self-employment and entrepreneurship development is a key concern for both the parties and both are working for it according to their strength and domain expertise. It is obvious that UNIVERSITY is more focused on their key area of education and IID is focused on Entrepreneurship development, skill development and providing industrial knowledge to create industry ready educated youth. Therefore, this MOU is designed to synergise the common area of expertise and focus on entrepreneurship development and skill development of educated youth, who are enrolled in various courses of various streams of education.

- 3.1. The youth should be motivated through online workshops and EDP training, Industrial Readiness Program (IRP) through online portal and mobile apps. The students should be enrolled according to their domain specific stream related business models or industries. IID is imparting Training, providing guidance and updation of knowledge of aspiring students regarding setting up of industries, start-ups and small businesses thorough its unique incubation process.
- 3.2. IID is only virtual incubator in India with Ministry of MSME, which is nurturing the youth and aspiring Entrepreneurs through weekly live Industrial workshop, expert episodes, industrial documentaries, project reports, registration and Government schemes guidance. It is also managing MSME helpline through its call center. It has its own YouTube channel named "Entrepreneur India TV" and "Udyami India". It has its own production house at Rajghat, New Delhi which comprises of fully equipped Audio Video Studio with Chroma Facility, Editing Room, and Live Streaming equipment in Real Time. It has in house production team, which comprises of cinematographers, editors, anchors and content writers.
- 3.3. IID will get enrolled the students from various stream of university on IID portal <u>iid.org.in and entrepreneur India Live</u> apps for Online Entrepreneurship Development training and nurturing with various industrial process. The student may download the mobile apps to update themselves about the working of the various industries, which may give them better understanding of their job roles as well as help in self-employment. IID shall also provide this platform to Alumni students of various streams to do EDP programme, who want to start their business after doing jobs or have not been able to get employment according to their qualification and skills. These Entrepreneurs can generate employment through this process and the upcoming students may be employed under these industries.

Both organizations agree to undertake the following activities

4. First Party Roles:

The role of First Party shall Include the work Designated to their

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departments, faculties and allied institution of the First party. The role may be defined as follows:

- 4.1. The First party shall provide their platform to IID regarding Implementation of Entrepreneurship development Programme (EDP), skill development programme and allied nurturing programmes at their various stream of education on compulsory project on quarterly basis. These students are allotted projects according their stream of education.
- 4.2. The First Party shall advise the concerned technical agencies involved in student system management for integration of data with our online portal and apps to conduct workshops and seminars according to their stream. This will enable students to upgrade their knowledge and information about industries. They can submit their project online after attending or watching various industrial documentaries and workshops. The assessment shall also be made online and certificate may be downloaded online.
- 4.3. The students, who wish to be self-employed or wish to start business or industry or start-ups, it shall join online EDP courses for long term nurturing and guidance. These students are eligible to apply loan under PMEGP scheme after completion of education and exempted for mandatory EDP training for disbursement of loan by this certification of IID.
- 4.4. The expert and faculties of university shall update lectures or workshop at our mobile apps with university logo and it may be utilized by the IID to show in their website or you Tube channel to promote the content as well as university initiatives.
- 4.5. First Party shall appoint a nodal officer or team for coordinators from various streams to implement this programme in effective manner and Generate valuable contents for the students. They shall give the suggestions and programme scheduling with mutual consent with team IID.
- 4.6. First party shall Collaborate and coordinate with IID to establish pool of technologies, expertise, technology providers, technology seekers and other resource persons throughout the country in undertaking any related activities.
- 4.7. First Party will provide opportunity to each student for entrepreneurial evaluation, selection, development, management and most importantly, the nurturing in industrial domain. Both University and IID Incubator will mentor, assist and guide students and faculty in promoting and developing entrepreneurship and self-employment through continuous, professional and planned manner in every semester of each class as project on quarterly basis.
- 4.8 First Party will provide a space in their web portal for data integration with IID Portal through landing page which will be more interactive and informatics. During the data integration IID will follow the pulse Data Security.

5. Second Party Roles:

The IID shall conduct these roles / activities through their own and associate network. The IID is an incubator Ministry of MSME and shall provide virtual and physical nurturing of students through the use of technology and various online tools. The role of IID shall be as under:

- 5.1. The Second Party shall educate, train and guide students on various business models of entrepreneurships development and industrial nurturing of the students through online portal and mobile apps according the domain of education.
- 5.2. The Second Party shall enroll students in mandatory entrepreneurship Development programme (EDP) or Industrial Solution Programme (ISP), irrespective of any stream of education. The project will be provided to the students on quarterly basis in each year under these programmes.
- 5.3. EDP/ISP training shall be available in video lecture format Hindi/English, recorded by renowned experts of industries and professionals. Along with these lectures PPT shall also be provided in English for better/ further understanding of the subject.
- 5.4. The EDP portal and mobile apps shall contain various industrial documentaries, experts episodes and project reports for various business models and related to education stream & job roles. These shall help Students to develop better understanding of the subject and help to start their business or getting a job
- 5.5. The online workshops and seminars are also telecast on mobile apps for the students on weekly basis for various industries and business models for the knowledge upgradation of all the enrolled students.
- 5.6. The empanelment of experts shall be done by the IID for various domain of expertise with the help of first party. These experts shall deliver their lectures and conduct live/ physical workshops from the studio of second party at Rajghat New Delhi or at University campus or other relevant places equipped with live streaming facilities of live telecast. Both the parties for their enrolled candidates may utilize these contents.

5.7. The Second party shall provide their portal and Mobile apps for this EDP/ISP implementation purpose and long term nurturing of the students. The local assistance shall be provided by the first party, regarding training aspect of apps operations and assessments.

- 5.8. The second party has established and nurtured various MSME's units under the PMEGP scheme till date, which are running successfully in pan India basis. These units may be advised to give opportunities to the students in applying in these Industries.
- 5.9. The Second party shall extend help to all students after completion of their studies, who want to start own business, industry, service sector unit or want to do self-employment work in applying loans under PMEGP scheme online for project cost up to 10 lakhs for service sector and project up to 25 Lakhs for manufacturing sector.
- 5.10. The second party shall guide the students through a call centre tor students for different type of knowledge of EDP/ISP training, projects, business registration and Job opportunities.
- 5.11. The second party shall provide knowledge of major Government schemes through their portal in video and PPT formats at the portal and mobile apps.
- 5.12. The second party has EDP content of 100 hours in video/PPT format (Hindi & English) in the form of industrial documentaries, experts episodes, project reports and further other allied content on business models and industries should be developed according to requirements on regular basis.





- 6. The financial cost structure will been decided by the both parties on mutually agreed basis. The financial cost shall include the cost of onetime services like industrial documentaries, episodes, EDP course content and project report and other component of recurring operational costs to run portal, hosting, call centre etc. This will be made part of the MoU or exchange through letter or mail.
- 7. This MOU is valid for a duration of the five year from the date of signing this agreement and this MOU is extended or replaced by other agreement on similar or amended terms and conditions as agreed by the both the parties.
- 8. This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.
- 9. In the event of breach of the MOU/agreement the UNIVERSITY and IID shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this MOU thereof the same shall be referred to a Arbitrator appointed on mutual consent of both the parties. The city of arbitration shall be New Delhi, India.
- UNIVERSITY and IID are free to terminate the MoU at three month notice as per mutual consent; however this shall not affect the training of the students already enrolled.
- 11. Both parties agree that each other's logo shall be used in all promotions, documentaries, episodes, documents concerned by other party and related to training only, but not for any other commercial purpose.
- 12. Any amendment or changes in the scope of work or term of engagement under MoU could be modified from time to time with mutual consent and writing.
- 13. It is certified that parties will mutually discuss and consult each other for any provisions arising out of this agreement in order to identify and decide upon the manner in which the activities are to be done. Parties will be guided about their role and related activities from time to time by way of exchanging letter and emails.
- 14 If the no activities take place within a period of 12 months. The MOU ceases to be operative and can only be reviewed with mutual consent by exchange of letter or a mail.

For and on Behalf of TECNIA INSTITUTE OF ADVANCED STUDIES 3 PSP, Institutional Area, Madhuban Chowk, Rohini, New Delhi-110085	For and on behalf of Institute for industrial Development (IID) Under the Aegis of Samadhan Samiti
Dr. Nivedita	Mr/Mrs. KAMAL BYOLA
Signature: Designation: Training and Placement Head and In-Charge IIC	For Institute for Industry Signature Designation
	\ \b
Witness I:	Witness II:
Name HEENA LAL	Name JAY PRAUDEN JAY.
Address Teenia Institute of Advanced Studies, Robini	Address Kvic, Rogghat, Dellu.

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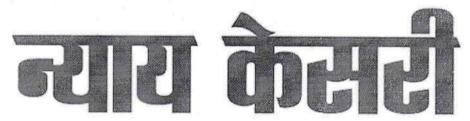
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MEMORANDUM OF UNDERSTANDING (MoU)



TECNIA INSTITUTE OF ADVANCED STUDIES

Institutional Area, Madhuban Chowk, Rohini, New Delhi-110085 &



NYAY KESARI

1170/76, DEVA RAM PARK, TRI NAGAR, NEW DELHI-110035 RNI No. DEL/BIL/2015/66885 Email:- NYAYKESARI@GMAIL.COM

> 31st Day of January, 2023 New Delhi

Partial Inetitute of Advanced Studies (Affiliated to GGSIP University Delhi)



This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 31st day of January, 2023,

BETWEEN

Tecnia Institute Of Advanced Studies, O/A: Institutional Area, Madhuban Chowk, Rohini, Delhi-110085 the First Party represented herein by its Dr. Ajay Kumar, Director (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).

Tecnia Institute of Advanced Studies ("TIAS") is a Flagship of Tecnia Group of Institutions; one of the Premier NAAC accredited "A" Grade Institute; Approved by All India Council For Technical Education (AICTE), Ministry of Human Resource Development (MHRD), Government Of India (GoI) and Affiliated to Guru Gobind Singh Indraprastha University, Delhi; Recognized under Section 2(f) of University Grants Commission Act, 1956. The Institute conducts MBA, BBA, BA(JMC) & BCA programmes in both shifts. The institute is ISO (hereinafter ISO refers to International Organization For Standardization) 9001:2015, ISO 14001:2015, ISO 21001:2018 & ISO 50001: 2018 Certified and Instituted is Top 50 Best B-School in North Zone by The Week Hansa Research Survey, Top 50 Private Institute in India by Times BBA Education Ranking Survey; The institute has established Institution Innovation Council (IIC) under the Norms of MHRD's Innovation Cell, Gol Dated 11.09.2019 to promote Innovation and Start up and also established Entrepreneurship Development Cell. Institute provides Value Added Programs & Career Counseling Session, Capabilities Enhancement Program on Technical and Soft Skill Expertise knowledge for development of young professional. The institute had setup TIAS-NPTEL Local chapter to complete MOOCs Course with e- certification for making students employable. Institute has ultra- Modern infrastructure and impart Value Based Education, conducts Training, Research & Consultancy, National and International Conferences and Seminars, Faculty Exchange Programme, Technical cum Cultural Fest etc. since 1998. The Institute is located at a prime location and has State-of-the-Art facilities, erudite faculties, dedicated staff members and an ambience to fulfill admirable academic pursuit.

AND

NYAY KESARI (RNI No. DEL/BIL/2015/66885) owned by the Kesari Business Media Group Address: 1170/76, DEVA RAM PARK, TRI NAGAR, NEW DELHI-110035, Email:-NYAYKESARI@GMAIL.COM, Mobile No.-9953469534 the Second Party, and represented herein by its Editor & Owner Mr. Shri Krishan Sharma, NYAY KESARI (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).

Nyay Kesari is a Hindi-English language newspaper published from many centres in Delhi and Rajasthan in India. It is owned by the Kesari Business Media Group. Nyay Kesari was founded in 2011 by Pd . GangaRam Sharma S/O Pd. Jagdish Prasad. Nyay Kesari continued to work for Justice.

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



WHEREAS:

- A) First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'.
- 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 for **Branding & Strengthen of Relations** within area referred as under:

Academics

- Conferences-Summit-Conclaves
- Seminar
- Workshop
- Guest Lectures
- Short Term Capability Enhancement Program
- Curriculum Design Enrichment & Delivery
- Value Added Program
- Exchanging of expertise by means of for the benefit of Faculty & Students and Publication Nyay Kesari and its Members

Research Innovation & Consultancy Development

- Institute Innovation Council (IIC)
- Expert for Institutions Innovation Council, Ministry of Education (MoE)
- Exchanging of expertise
- R&D Services.
- Hiring for Live Projects and Practical Training,
- Projects and Consultancy
- Research Copyrights
- Process/ Design Innovations and Patents

Training & Placements

- Student Induction Program
- Summer Training
- Internships-
- Hiring Students for Minor-Major Project / Dissertation.
- Industrial Training & Visits (International/Domestic)
- Educational Tour
- Career Counseling- Guidance
- Skill Development Programme
- Placement of Students (Pool/ Campus interview)

Extension-Outreach Activities (CSR)

- Publications
- Faculty & Students Exchange,
- Management Development Programme
- Professional Development Programme
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest;

Birector

Tecnia institute of Advanded Studies
(Affiliated to GGSIP University Delhi)

Madhuban Chowk, Rohini, Delhi-85

Page 4 of 9

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

1.0 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/Organization and its Members, Faculty and Staff in 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.

2.0 SCOPE OF THE MEMORANDUM OF UNDERSTANDING (MoU)

- 2.1 The budding graduates from the institutions could play a key role in technological upgradation, 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 and to the bonafide members of the Second Party so as to enhance their skills sets and Domain Knowledge for this MoU both Parties will obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein from their competent superiors/ authorities for execution of the objects.
- 2.2 Global Business Conclaves: The First Party will provide/ technical support in organizing the Global Business Conclaves, Meetings, Summit, Conferences, Webinars, Convocations or any other formal get together of the Second Party.
- 2.3 Branding & Strengthen of Relations: Both Parties believe that close co-operation between the two would be of major benefit to the Student and Faculty community of the First Party and advantageous to the bonafide members of the Second Party so as to enhance their skills sets and Domain Knowledge, both the parties agree to use logos of each other for branding and strengthen of relations and can publicize on website and other social media platform for mutual benefits as per requirement, if any.

Director

Tecnia inetitute of Aevanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85



- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the various fields like Marketing, Finance, HR, Computer Applications, Media & Production and Content Development etc. involving Interns passionate to make their career in specified sector.
- 2.5 Projects Consultancy: Both the parties agree to coordinate with each other on various projects and consultancy on various sectors of management. The Second Party with provide opportunity to the First Party for Projects Consultancy on various Domains i.e. Marketing, Finance, HR, IB, IT, Digital, Digital & Social Media, etc. and to coordinate with for providing.
- 2.6 Management Development Programs: First Party to train the member of Second Party to through Management Development programs abreast with the latest skills.
- 2.7 Skill Development Programs: First Party to train the employees of Second Party to impart value addition with PGDM Program (through CDL) and soft skills training program (through its Professional Training Development Cell) to instill in the employees of second party the lifelong learning approach and attitude for continues up-skilling and reskilling.
- 2.8 **Industrial Visits**: The Second Party to permit the Students and Faculty of the First Party to visit its group companies Industries for interaction with production process and to get an insight into the latest domain specific developments / requirements of the industries;
- 2.9 Industrial Training: The Second Party to permit the Students and Faculty of the First Party and to 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 will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party during Live Projects and Research Activity, if any.
- 2.10 Internships for Students: The Second Party will actively engage to help the delivery of the Internship for Students of the First Party into Internships, as per Internship Policy. The Second Party will provide disseminating the information on Internship & Live Project for practical training opportunities available with them.
- 2.11 Campus Recruitments/ Placements: The Second Party will actively engage to help in Hiring and Placements of students of the First Party into jobs, as per Placement Policy. The Second party will come for campus recruitment where intakes will depends upon the clearance of all the rounds of selection process by the candidate.
- 2.12 Domain Expert Lectures: The Second Party will extend and the necessary support to deliver Domain Specific Expert Lectures as Resource Person on Domain Specific Guest Lectures for the advantage of the students of the First Party for continuing development to intern on sector specific emerging technologies in order to bridge the skill gap and to make them industry ready.

2.13 Curriculum Design enrichment & delivery: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum for its enrichment so that the students meet the skill and knowledge to fit industrial scenario meaningfully.

Fechia inetitute of Advanced Studies (Affiliated to GGSIP University Delhi) Madhuban Chowk, Rohini, Delhi-85 2.14 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.

3.0 INTELLECTUAL PROPERTY

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. If there is any financial consideration, it will be dealt separately.

4.0 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of 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

5.0 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party, M/s Tecnia Institute of Advanced Studies and Second Party, M/s. Nyay Kesari 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.

6.0 INDEMNITIES

First Party shall unconditionally and irrevocably indemnify Second Party (its officers, employees and agents), and/or its Affiliates, from and against all claims and actions and all liabilities, loss, expense, injury and damage (whether or not on the basis of negligence and including legal costs and disbursements on a solicitor and client basis) suffered or incurred directly or indirectly as a result of, or in connection with, (i) First Party's performance under this MoU or (ii) A breach of any of its obligations under this MoU; or (iv) any gross negligence, fraud, willful default/misconduct; (v) Violation of applicable laws by the First Party, its employees, agents or associates; (vi) Breach of confidentiality obligations under this MoU by Supplier; (vii) Breach of intellectual property rights of a third party by the First Party and students sent by the First Party.

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(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85

7.0 CONFIDENTIALITY

- 7.1 The Parties understand and acknowledge that, whether in the course of performance of this MoU or otherwise, it will receive or become aware of Confidential Information of the other Party
- 7.2 The Parties agree that it shall use the Confidential Information of the disclosing Party only as follows:
 - 7.2.1. To use such Confidential Information only in relation to the MoU;
 - 7.2.2. Not to disclose the Confidential Information in whole or in part to any other person without disclosing Party's prior written consent, except to the receiving Party's employees, agents and students involved in the performance of this MoU on a confidential and need to know basis and provided that employees, agents and students are bound by written MoUs of confidentiality which are at least as stringent as the provisions of this Agreement; and
 - 7.2.3. Safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data.
- 7.3 The receiving Party shall immediately upon becoming aware of any unauthorized disclosure, give notice to the other Party of such unauthorized disclosure, misuse, theft or other loss of Confidential Information, whether inadvertently or otherwise.
- 7.4 The First Party shall ensure that it has similar MoU containing terms and conditions consistent with the terms and conditions provided under this clause in place with its agents, teachers and students and any third party accessing Confidential Information pursuant to this MoU. First Party shall ensure that such third parties adhere and comply with confidentiality obligations similar to the ones provided under this MoU. First Party shall be liable for any breach of confidentiality obligations by such parties.
- 7.5 The terms of this Clause shall continue in full force and effect for a period of 3 years (to be reviewed every year on mutual consent) from the date of disclosure of such Confidential Information or the entire duration of this MoU, whichever is later.

Director

Tecnia Institute of Asvenced Studies (Affiliated to GGSIP University Delhi) Madhuban Chewk, Rohini, Delhi-85

8.0 ARBITRATION

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 only.

IN WITNESS WHEREOF, the parties hereto have executed this MoU in their corporate names by their respective officers duly authorized, on the respective dates herein fter mentioned

For Tecnia Institute of Advanced Studies

(First Party) (Birchaiter

Name Dr. Ajay Kumaraced Studies

Namilated to GOSIP University Delh.
Directorioan Chowk, Rohini, Delhi-

Date: 1023

For M/S. RYAY KESARI

(Second Party)

Name: Mr. Shri Krishan Sharma,

Editor & Owner

Date: