



Memorandum of Understanding for Collaboration in Skill Development

Effective Date : 18 October 2016

Expiration Date : 18 October 2019

This Memorandum of Understanding is entered into as of the Effective Date by and between

ASPIRE DISRUPTIVE SKILL FOUNDATION, a non profit Company incorporated under the sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014. (The CIN of the company is U80212GJ2015NPL083207) hereinafter referred to as "**ADS Foundation**" having its office at B801, ShapathHexa, opp Gujarat High Court, Ahmedabad, Gujarat, India which expression shall include its heirs, successors and assigns of **ASPIRE DISRUPTIVE SKILL FOUNDATION**

And

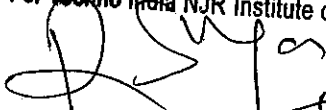
Techno India NJR INSTITUTE OF TECHNOLOGY hereinafter referred to as "**Host Institution**" is a private research and Industry focused Engineering Institution having its campus at PLOT SPL-T RIICO INDUSTRIAL AREA KALADWAS UDAIPUR, India which expression shall include its heirs, successors and assigns of **the Host Institution**.

WHEREAS **ADS Foundation**, experienced in the field of various Skill Development Training Programs, Corporate Training, HR interventions, CSR Interventions, Academic Program Development and Training Services and other business interests related Education services, provide the training and skill development interventions for different Industry sectors throughout India and foreign countries with its associates and partners wherever required.

WHEREAS **Host Institution** is a leading Institution in India offering professional programmes in varied disciplines of Engineering.

WHEREAS **ADS Foundation** and **Host Institution** have mutually agreed to collaborate in Capacity Development Projects and Knowledge Sharing for unemployed youth, Employees, Vocational skill Development Programs, Education Projects, Content and curriculum Development, CSR interventions, Placement Services and other assignments mutually agreed upon from time to time.

For Techno India NJR Institute of Technology


(R.S. Vvas)
Director



NOW THEREOF IN CONSIDERATION OF THESE CAPACITY DEVELOPMENT PROGRAMS AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER AND PARTIES HERETO AGREE AS FOLLOWS:

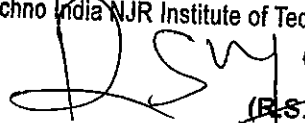
Definitions: For the purpose of this agreement, the following terms shall have the meaning ascribed to them herein under:-

- a. **Force Majeure Event** : Force Majeure event shall mean and include fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, acts of God, terrorism, worldwide economic down turn and any other matter or cause beyond the control of the parties.
- b. **Intellectual Property Right:** For the purpose of this agreement shall mean rights out of or in connection with all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under each and every jurisdiction throughout the world. Intellectual property includes copyrights, rights of privacy and publicity and other forms of intellectual and any other protected rights.

1. PRINCIPAL UNDERSTANDING:

- a) **ADS Foundation and Host Institution** will work together for creating Training Programs for Capacity Development interventions in Conventional Energy and Renewable Energy Sector and other Engineering Sectors in India Catering to unemployed youth, Students from ITI/Diploma/Engineering Degree for improving their skills in Conventional Energy and Renewable Energy Sectors.
- b) **Host Institution** will offer training infrastructure comprising of furnished class rooms and unfurnished Labs to ADS Foundation to establish a Solar Skill Development Centre and train local youth in Solar Sector.
- c) **ADS Foundation** will be responsible for student mobilization, enrollment, imparting training programs, arranging on the job training and placement support.
- d) **ADS Foundation** will depute required staff for imparting training program and manage the training operations.
- e) **Host Institution** will depute a Single point of contact for coordinating with the officials of ADS foundation for smooth execution of Training Programs.
- f) **Host Institution** will provide adequate safety and security of the equipment and machineries brought in by **ADS Foundation** for training.
- g) **Host Institution** will extend its hostel facilities to the trainees of residential programs. ADS Foundation will reimburse the lodging and boarding expenses.
- h) **Host Institution and ADS Foundation** will work together on any new project that are mutually beneficial to both and execute the projects on mutually agreeable terms.

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director

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- i) **Host Institution and ADS Foundation** will mutually agree on the roles and responsibilities of each party in all the above projects and collaborations and mutually agree on the commercial Terms on case to case basis.

2. PERIOD OF CONTRACT AND EXIT CLAUSES:

This Agreement shall take effects on the date hereof and shall remain in full force and effect from ___ October 2016 to ___ October 2019 renewable amicably. Either party shall have right to terminate the same on mutual agreement with a valid cause by giving 120 days notice. In case of termination of this agreement due to short of time, both the parties will comply with their respective responsibilities up to completion of the on-going projects if any.

Host Institution will return the equipments and machineries provided by ADS Foundation on termination of the agreement.

In case of the association lasts for 5 years , ADS Foundation will donate the equipments and machineries to Host Institution after successful executions of all training programs for 5 years.

3. RENEWAL OF AGREEMENT:


If Both Parties are willing to continue the Memorandum of Understanding, the agreement can be renewed for a further period agreeable by both parties with additional amendments, if any, as mutually agreed by both parties.

4. NON –EXCLUSIVITY:

Host Institution and ADS Foundation and hereby agree that, during the term of this Agreement, **Host Institution** and ADS Foundation shall provide services based on mutual agreements for every project being executed from time to time with specific terms of execution mutually agreed upon . Each Party is free to engage with other organizations for similar training projects/assignments.

5. NO EMPLOYER – EMPLOYEE RELATIONSHIP:

This arrangement is purely based on the relationship of CLIENT and PARTNER basis and under no circumstances amount to / deemed to amount to employer / employee relationship between the Parties.


(R.S. Vyas)
Director



6. BRAND DEVELOPMENT, INTELLECTUAL PROPERTY RIGHTS AND MARKETING:

Both Parties shall be entitled to take express written permission from other Party in writing for using the Name, Style, Logo in brand development and/or marketing and promotion during the tenure of this agreement, but shall not incur any liability on other Party.

7. SCOPE OF CONTRACT:

The scope of the Memorandum of Understanding includes all the areas of business interest mentioned under Clause 1. Both parties can amend the scope to remove any existing areas of collaboration or can add new areas of collaboration with prior agreement from both parties.

Both Parties will mutually decide on the commercial aspect including revenue sharing, payment terms and any other financial terms (if any) for each project based on the scope of work, role and responsibilities of each party.

8. PAYMENT TERMS:

Host Institution and **ADS Foundation** agree to mutually decide on the commercials and payment modalities if any for every project before initiating the project execution. All such communication can be communicated over official letters duly signed by authorized signatories of both parties or over e-mail from authorized signatories if agreeable for both parties.

9. NOTICES:

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or sent by mail, postage prepaid addressed to the respective Organisations.

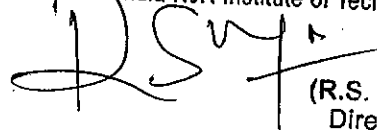
10. ENTIRE AGREEMENT:

This agreement contains the entire agreement of the parties restricted to the activities and services as specified in this agreement, and there are no other promises or condition in any other agreement whether oral or written. This agreement supersedes any prior written and signed by both the parties,

11. AMENDMENT:

The terms and condition of this agreement may be reviewed and modification or amendments, if any may be incorporated in writing and signed by both the parties.

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director



12. SEVERABILITY:

If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable.

13. ULTRA-VIRES ACTS:

ADS Foundation shall not enter into any commitments or dealings on behalf of the **Host Institution** for which **ADS Foundation** has no express authority nor alter or be a party to any alteration of any principle or policy of **Host Institution** or exceed the authority or discretion vested in it without the prior sanction of the **Host Institution** or those in authority. The Same is also applicable to Host Institution.

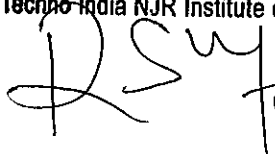
14. APPLICABLE LAW, JURISDICTION AND ARBITRATION:

Host Institution and ADS Foundation will use mutual consultation for resolving any difference /disputes amicably .

15. FORCE MAJEURE:

Neither party shall be liable for any failure or delay in its performance or non-performance due to circumstances beyond its reasonable control including but not limited to circumstances such Acts of God, war, flood, earthquake, riots, civil commotion, state embargoes, strikes etc. However, one party shall inform the other of such a situation as soon as practicable. If Force Majeure condition continues beyond 3 months, the parties shall then mutually decide about the future course of action.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be duly executed as of the date first above written.

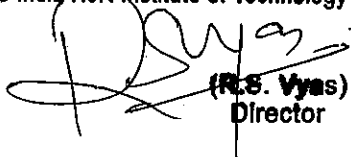

(R.S. Vyas)
Director



HOST INSTITUTION

ASPIRE DISRUPTIVE SKILL FOUNDATION

For ~~Techno~~ India N~~J~~R Institute of Technology


(R.S. Vyas)
Director

By
Name
Designation:
Date: 18 October 2016

By
Name: Mr. Satyanarayana Moharana
Designation: Managing Director
Date: 18 October 2016

In Presence of

In Presence of

Witness 1

Witness 2

**Name:
Address**

**Name:
Address**