



Memorandum of Understanding

Between

International Skill Development Corporation (ISDC),UK

And

Techno India NJR Institute of Technology

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Udaipur on this 15th day of December in the Year 2020.

BETWEEN:

ISDC Projects India Pvt. Ltd, trading as ISDC - International Skill Development Corporation, and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka - 560052 represented by its Zonal Head – Institutional Partnerships, Mr. Vikas Khosla, hereinafter referred to as “ISDC” or the FIRST PARTY

AND

Techno India NJR Institute of Technology, established by NJR Foundation in 2008, conducting Graduate, and Post Graduate courses and having its premises at Bhamashah (RIICO) Industrial Area Kaladwas, Udaipur, Rajasthan - 313003 represented by its Founder Director, Mr. R. S. Vyas, hereinafter referred to as “Techno India NJR Institute of Technology” or the SECOND PARTY;

Both parties as above have expressed a desire of entering into a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- a. The First Party - ISDC, a Skill Development Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to promote and deliver Blockchain to all the students of B.Tech (CSE), which is Endorsed by IoA (Institute of Analytics), UK professional body for Data Science and Analytics.
- b. The Second Party on its part is interested in associating with the First Party for using their expertise to promote and deliver the course mentioned above as the ISDC Certified Blockchain Program to the Undergraduate students at Techno India NJR Institute of Technology with their academic autonomy which leads to Affiliate Membership from IoA

to the students enrolled with the Second Party along with their respective Undergraduate degree from Techno India NJR Institute of Technology.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding (“**MOU**”) is not, and is not intended to be, legally binding except as specifically set out below.

1. The First Party shall support the Second Party to Promote the ISDC Certified Blockchain Program to the Undergraduate students mentioned in the Part (a) of this MoU. The students enrolled for this course/program leads to additional qualification/membership from the respective Professional Organisation as mentioned above in Part (b).
2. It is the responsibility of the Second Party to get the necessary approvals for running the program under Techno India NJR Institute of Technology.
3. The First party can use the name of the “Techno India NJR Institute of Technology” for promoting the above program in advertisements and other modes of communications. The Promotion of the said program has to be taken-care jointly by the parties.
4. The admission criteria and the number of seats for the above said programs are fixed by the Second Party in consultation with First Party.
5. The First Party provides Electronic copy for reference of the relevant learning materials to the students enrolled for the above said Course/Program.
6. The First Party provides training support of 30 Hours to the students enrolled for the above program.

7. All responsibilities regarding registration of the students with the Professional Body should be dealt with, by the First Party. The students have to follow the rules and regulations of the Professional Body to appear for the examination and pursue the qualification/membership and designation.
8. The relevant fee to the Professional Body has to be paid by the students directly as per the rules and regulations set by the professional body from time to time as per the Annexure 1.
9. Out of the Above Tuition Fees Collected, the Second Party has to make the necessary payment to First Party as per the table given below:

Particulars	Fee	Remarks
ISDC Royalty Fee	INR 15,000	Institute can charge over & above this as per their discretion. This to be paid before the course commencement as a part of the regular Institute fee by September 2021.

Please note:

- a) This is for the Batch of 2021-22 while the same will continue for subsequent fresh batches.
 - b) The Specified commercial does not include GST or any other tax components.
 - c) The mentioned fee to be collected by the Institute.
10. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students, if any, shall be communicated by the representative of the Second Party to the First Party immediately.
 11. It is intended that the terms of this MoU will remain in force for an initial period of three years set out above i.e, the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause (12). The MoU can be extended for further periods after the expiry of three years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties

on mutual consent.

12. Either party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
- If either party becomes insolvent or is subject to a change of control;
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
13. All intellectual property created by a party in connection with the collaboration shall remain the property of that party. The parties agree that any material jointly created by the parties for the collaboration shall be jointly owned (in equal proportions) by the parties, unless otherwise agreed in writing.
14. Where the collaboration reasonably requires the use by one party of intellectual property that is owned by the other party (the “**IPR Owner**”), the IPR Owner will license such rights to the other party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.
15. The Second Party would comply by providing the required documents for IoA Accreditation, academic program guide, syllabi and sample question paper.
16. For the purposes of this MoU, “**Confidential Information**” shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including financial information, training & learning material, trade secrets, college lists, trade and commercial details and computer software and databases, the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential; Each of the parties shall at all times while

this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:

- The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
- Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorised agents (including professional advisers);
- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC group of companies;
- Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.

17. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration, and the final decision of an arbitrator Jointly appointed by both the parties to be agreed upon and appointed by both the parties, or in case of disagreement as to the appointment of a single arbitrator, two arbitrators, one to be appointed by each party and if there are two arbitrators, they shall before taking upon themselves the burden of reference appoint a third arbitrator who shall act as Presiding Arbitrator. This submission to the arbitrators shall be deemed to be a submission to arbitration within the meaning of the **Arbitration and Conciliation Act, 1996**, or any statutory modification thereof. The award of the arbitrator or arbitrators as the case may be, shall be final and binding on the parties.


18. In case of any disputes not settled due to arbitration it will be subject to the courts of Udaipur Jurisdiction.

Each party hereby confirms its agreement to the terms contained in this MOU on this 15th day of December, 2020.

On behalf of

Techno India NJR Institute of Technology

ISDC



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Mr. R. S. Vyas
Founder Director




.....

Mr. Vikas Khosla
Zonal Head – Institutional Partnerships

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 15th day of December, 2020.

Witness:



1)

Mr. Aditya Maheshwari
Head – Industry Projects, NJR i3 Labs
Techno India NJR Institute of Technology



2)

Mr. Abhishek Naresh Goyal
Business Relationship Manager
ISDC

Annexure 1

Students in India will get complete fee waivers for Exemptions Fee while they progress to Affiliate Membership. There is no discount or wavier on examinations fees if they pursue towards any IOA Qualifications. All the students of B.Tech (CSE) will have to directly pay for these memberships and subscription. This is not inclusive with the College / University fee.

Particulars	Fees (In GBP)
Initial Registration	90 (One Time)
Subscription (Student Member)	80 per annum

The IOA Fess can be found on the URL given below and it is subject to the discretion of IOA.

<http://IOAglobal.org/members.php#join-member>