

# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



## DREAM INSTITUTE OF TECHNOLOGY

•DEDICATION•RESEARCH•EDUCATION•ADVANCEMENT•MOTIVATION

Affiliated to	Approved by	Accredited by	Resource Associate	DITIEDC Funded by	Institution's Innovation Council
					

**DREAM INSTITUTE OF TECHNOLOGY**

**ADDRESS:**  
**MAIN CAMPUS**  
THAKURPUKUR, SAMALI, B.H ROAD, KOLKATA:-700104, WEST BENGAL, INDIA  
**CORPORATE OFFICE**  
187/1, BLOCK-J, NEW ALIPORE, KOLKATA:-700053, WEST BENGAL, INDIA  
Website :- <https://dreaminstituteonline.com/>  
E-mail: [dream\\_institute\\_of\\_technology@hotmail.com](mailto:dream_institute_of_technology@hotmail.com)  
Telephone: -988 393 6088, 983 089 5486, 987 415 5125 Fax: 033-2398 0244

And



## AUTODESK. AUTODESK.

Authorized Training Center      Learning Partner

### WEBFLEX CONSULTANCY SERVICE PRIVATE LIMITED

**HEAD QUARTER ADDRESS:**  
49/240, KADAMTALA, MOTI MAHAL, 2ND FLOOR, NEAR 3NO. GHUMTI, PO.+DIST.-  
JALPAIGURI, PIN-735101, WEST BENGAL, INDIA  
**BRANCH OFFICE –ASANSOL ,BANKURA,BIRBHUM, DURGAPUR, KOLKATA,NADIA**  
Official Website :- [www.webflex.co.in](http://www.webflex.co.in)  
Education Division Website:- [www.webtechcomputer.com](http://www.webtechcomputer.com)  
Email:- [ceo@webflex.co.in](mailto:ceo@webflex.co.in)  
Telephone :-03561-225564(H.O), 083720-87529,0-83730-85666.

**FOR**  
**CADD SKILL DEVELOPMENT TRAINING**  
**AND**  
**CERTIFICATION**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 08<sup>th</sup> February, -Two Thousand Twenty (2020),

### BETWEEN

**Dream Institute of Technology , Thakurpukur,Samali,B.H Road,Kolkata:- 700104,West Bengal, India the First Party** represented herein by its **DR.DIPANKAR SARKAR** , Principal/Officer-In-Charge (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

**Webflex Consultancy Service Private Limited, 49/240,Kadamtala ,Moti Mahal,2nd Floor,Near 3No. Ghumti,PO & Dist-Jalpaiguri,Pin-735101,West Bengal, India the Second Party**, and represented herein by its **Managing Director , Mr.Sudip Datta Ray** , ( 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 an Engineering College named:  
**DREAM INSTITUTE OF TECHNOLOGY**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.



*Dr. D. Sarkar*  
Principal  
Dream Institute of Technology  
Kolkata-700 104

**DREAM INSTITUTE OF TECHNOLOGY  
AUTHORISED SIGNATORY**

**Webflex Consultancy Service (P) Ltd.**

  
DIRECTOR

**WEBFLEX CONSULTANCY SERVICE (P) LTD.  
AUTHORISED SIGNATORY**

- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest,.
- E) **Webflex Consultancy Service Private Limited, 49/240,Kadamtala ,Moti Mahal,2nd Floor,Near 3No. Ghumti,PO & Dist-Jalpaiguri,Pin-735101,West Bengal, India** , the Second Party is engaged in Business of IT Enabled Service, Skill Development, Education and Consultancy Services in the fields of – **Information Technology, Education and Consultancy services under the IT Enabled Service Industry** and related fields
- F) **Webflex Consultancy Service Private Limited –** ,the Second Party is promoted by
- 1.Sudip Datta Ray(MD & CEO), Ashok Nagar,Pandapara, Po & Dist-Jalpaiguri,Pin-735101,West Bengal
  - 2.Souvik Datta (Director), Address-Datta Bari,Pandapara Road ,Seshbati, Po & Dist-Jalpaiguri,Pin-735101,West Bengal
  - 3.Sourodipta Dutta Gupta (Director) Address -Purbachal Enclave, Tetul Tala, Rajarhat Gopalpur, Kolkata – 700136 ,West Bengal

Webflex Consultancy Service Private Limited head quarter at Jalpaiguri in West Bengal, Founded in 2011 as an small computer hardware maintenance firm we have evolved into a leading Professional ITES, Education and Consultancy Service Provider at West Bengal.

- G) Currently Company having its seven offices at Jalpaiguri,Kolkata,Durgapur,Asansol,Krishnagar,Bankura, Birbhum in West Bengal.

Company is now working on self dependent and startup academic project for Technical Students belongs to B.Tech, Diploma and ITI background so that they can focus on freelancing work which reduce JOB dependency .Company is going to open fifteen more branch in west Bengal within next one year.

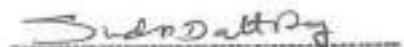


Dr. D. Sarkar  
Principal

Dream Institute of Technology  
Kolkata-700 104

**DREAM INSTITUTE OF TECHNOLOGY**  
**AUTHORISED SIGNATORY**

**Webflex Consultancy Service (P) Ltd.**

  
DIRECTOR

**WEBFLEX CONSULTANCY SERVICE (P) LTD.**  
**AUTHORISED SIGNATORY**

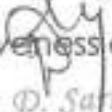
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

**CLAUSE 1 CO-OPERATION**

- 1.1 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 oneanother.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2 SCOPE OF THE MoU**

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

  
Dr. D. Sankar  
Principal  
Dream Institute of Technology  
**DREAM INSTITUTE OF TECHNOLOGY**  
**AUTHORISED SIGNATORY**

**Webflex Consultancy Service (P) Ltd.**  
  
Sudeep Dattajay  
DIRECTOR  
**WEBFLEX CONSULTANCY SERVICE (P) LTD.**  
**AUTHORISED SIGNATORY**

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

- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **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.
- 2.4 **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.
- 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.

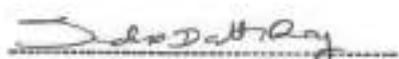


Dr. D. Sarkar  
Principal

Dream Institute of Technology  
Kolkata-700 104

**DREAM INSTITUTE OF TECHNOLOGY  
AUTHORISED SIGNATORY**

**Webflex Consultancy Service (P) Ltd.**

  
DIRECTOR

**WEBFLEX CONSULTANCY SERVICE (P) LTD.  
AUTHORISED SIGNATORY**

- 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.
- 2.1 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.2 There is no financial commitment on the part of the **DREAM INSTITUTE OF TECHNOLOGY**, 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, Estoppels 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 **Webflex Consultancy Service Private Limited, 49/240,Kadamtala ,Moti Mahal,2nd Floor,Near 3No. Ghumti,PO & Dist-Jalpaiguri,Pin-735101,West Bengal,India**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Webflex Consultancy Service 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



*Dr. D. Sarker*  
Principal

Dream Institute of Technology  
Kolkata-700 104

**DREAM INSTITUTE OF TECHNOLOGY  
AUTHORISED SIGNATORY**

**Webflex Consultancy Service (P) Ltd.**

  
DIRECTOR

**WEBFLEX CONSULTANCY SERVICE (P) LTD.  
AUTHORISED SIGNATORY**

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

#### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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



DREAM INSTITUTE OF TECHNOLOGY

**First Party**



WEBFLEX CONSULTANCY SERVICE (P) LTD.

**Second Party**

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

Dr. D. Sarkar  
Principal  
Dream Institute of Technology  
Kolkata-700 104

**DREAM INSTITUTE OF TECHNOLOGY  
AUTHORISED SIGNATORY**

**Webflex Consultancy Service (P) Ltd.**

  
DIRECTOR

**WEBFLEX CONSULTANCY SERVICE (P) LTD.  
AUTHORISED SIGNATORY**

**AGREED:**

For  
**DREAM INSTITUTE OF TECHNOLOGY**

  
**Dr. D. Sarkar**  
Principal  
Dream Institute of Technology  
Kolkata, 700 104

Authorized Signatory

For  
**WEBFLEX CONSULTANCY SERVICE (P) LTD.**

**Webflex Consultancy Service (P) Ltd.**

  
DIRECTOR

Authorized Signatory

DREAM INSTITUTE OF TECHNOLOGY	WEBFLEX CONSULTANCY SERVICE (P) LTD
Address- Main Campus : Thakurpukur, Samali, B.H Road, Kolkata - 700104, West Bengal, India. Corporate Office : 187/1, Block - J, New Allpore, Kolkata : 700053 West Bengal, India.	Address 49/240, Kadamtala , Moti Mahal, 2nd Floor, Near 3No. Ghumti, PO & Dist- Jalpaiguri, Pin-735101, West Bengal, India
Contact Details 988 393 6088, 983 089 5486, 987 415 5125 Fax: 033-2398 0244	Contact Details : 0-83720-87529
Email:- dream_institute_of_technology@hotmail.co m	E-mails: ceo@webflex.co.in
Website-www.dreaminstituteonline.com	Web- www.webflex.co.in www.webtechcomputer.com

Witness1:



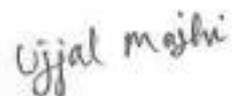
Witness2:



Witness3:



Witness4:



MEMORANDUM  
OF  
UNDERSTANDING  
(MOU)

BETWEEN

DREAM INSTITUTE OF TECHNOLOGY

&

DCG AILABS Academy Pvt. Ltd.



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 2<sup>ND</sup> day of - DECEMBER - Two Thousand Twenty One (02/12/2021),

### BETWEEN

**DREAM INSTITUTTE OF TECHNOLOGY, SAMALI, KOLKATA**, the First Party represented herein by its **Principal, DR DIPANKAR SARKAR** (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

**DCG AILABS Academy Pvt. Ltd. , DG Block, Sector II, KOLKATA**, the Second Party, and represented by **Ananda Guha Thakurta, General Manager** (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) **DREAM INSTITUTTE OF TECHNOLOGY**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their



resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) **DCG AILABS Academy Pvt. Ltd.** , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - Artificial Intelligence, Machine learning, Deep Learning, Natural Language Processing, Computer Vision, Data Sciences, Robotic Process Automation & many more.
- F) **DCG AILABS Academy Pvt. Ltd.** ,the Second Party is promoted by Development Consultants Group; DG Block, Sector II, Plot 4, Salt Lake City, Kolkata - 700 091;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing



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

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

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **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.

- 2.4 **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.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Artificial Intelligence, Machine learning, Deep Learning, Natural Language Processing, Computer Vision, Data Sciences, Robotic Process Automation & many more.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **DREAM INSTITUTE OF TECHNOLOGY**, 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 **DCG AILABS Academy Pvt. Ltd.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **DCG AILABS Academy Pvt. Ltd.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 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 **DREAM INSTITUTTE OF TECHNOLOGY**, and **DCG AILABS Academy Pvt. Ltd.** 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.

First Party

Second Party

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



**AGREED:**

For **DREAM INSTITUTE OF TECHNOLOGY**

For **DCG AILABS Academy Pvt. Ltd.**



Dr. D. Sarkar  
Authorized Signatory  
Dream Institute of Technology  
Kolkata-700 104



Authorized Signatory

DREAM INSTITUTE OF TECHNOLOGY	DCG AILABS Academy Pvt. Ltd.
B H ROAD, SAMALI, THAKURPUKUR, KOLKATA	DG Block, Sector II, Plot 4, Salt Lake City, Kolkata - 700 091
9830895486	9339850883
Drds2b@hotmail.com	ananda.guhathakurta@ailabs.academy
<a href="https://www.dreaminstituteonline.com/">https://www.dreaminstituteonline.com/</a>	<a href="https://ailabs.academy/">https://ailabs.academy/</a>

*Witness 1 signature*  
Witness1: 7/14/2021 (UTTAM SARKAR)

*Witness 2 signature*  
Witness2: 07/12/2021

*Witness 3 signature*  
Witness3: 7/12/2021

*Witness 4 signature*  
Witness4: 7/12/2021



### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("M.O.U" / "Agreement") is made as on the day Thursday, 7<sup>th</sup> October, 2021 by and between

Edify Educational Services Pvt Ltd, located at Hitech City, Hyderabad hereafter referred as "EdifyPath" which expression shall unless repugnant to the context or meaning thereof include its successors and assignees.

And

Dream Institute of Technology located at Thakurpukur, B.H Road, Kolkata, hereafter referred as "College", which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART.

Each individually a Party and collectively referred to as Parties.

WHEREAS, the EdifyPath and College have come together to collaborate for up-skilling the students of College under subscription of EdifyPath Certification Program and providing opportunities for internship and jobs to excelling students

WHEREAS As of the date hereof both Parties as above have expressed a desire of entering into a Memorandum of Understanding (M.O.U) agreement to meet their respective objectives, which are set out here in below.

NOW, THEREFORE, It is hereby agreed by and between the undersigned Parties as follows:

#### BACKGROUND OF THE PARTIES

EdifyPath is a global online experiential e-learning platform that is focused on bridging the talent-gap across rising technology demands and helping learners acquire industry-specific skills that make them corporate-ready and ease their transition into the corporate world. EdifyPath offers a range of professional certified courses by various industry experts which are high in demand in the current day job markets. Its association and tie-ups with global industry leaders gives EdifyPath an edge in designing unique content that keeps our learners much ahead in the learning curve. EdifyPath through one of its unique offerings "EdifyTalks" provides unique power clips from industry leaders and senior executives that offer valuable insights for career prospects to its learning community.

College is an Education institute that intends to offer its students a globally relevant learning experience, by providing high quality, affordable and accessible education. College through the process of co-creation intends to elevate its students to serve the emerging talent needs of industry...



Villa No 32, G Floor, Bollineni Homes,  
Madhapur, Hyderabad-500081



+91 40 4425 1111  
+91 40 4425 1122



info@edifypath.com  
www.edifypath.com

#### PURPOSE:

The purpose of the collaborative relationship contemplated by this M.O.U is for College to promote a talent pool of young students, while facilitating their upskilling using EdifyPath's Platform (as defined below) and enabling them acquire new and relevant competencies as per the current market requirements and for EdifyPath to nurture the young talent, making the students more employable and industry ready ("Purpose"). For Achieving the Purpose, either parties hereby agree to collaborate with each other and enter into this MOU for non-commercial purposes and further agree that the relationship contemplated by this MOU is non-monetary in nature.

#### DELIVERABLES:

##### EdifyPath:

EdifyPath agrees to provide the following forms of support to the College on a good faith basis:

- a. Provide access to a world of knowledge across rising technology demands and helping its learners acquire industry specific skills
- b. Provide access to Edify Talks to enable learners gain insights from industry leaders and senior executives that will help in getting the bigger picture of various industries and the required competencies (domain, technical, behavioral and communication) to enter and excel in the career.
- c. EdifyPath to extend at a special promotional Price, which shall be applicable exclusively for the College.
- d. EdifyPath to provide services enabling its learners acquire new competencies in accordance with current market requirements anytime, anywhere upon subscription.
- e. EdifyPath to provide opportunities for Internship and placement support for excellent candidates upon successful completion of EdifyPath Certification Program(s).
- f. EdifyPath to conduct Technical workshops for the Students of College
- g. EdifyPath to provide access to Khelo Application as part of the subscription as per the terms detailed below in this Agreement.

##### College Deliverables:

College by and through its principals and agents, agrees to provide opportunities to "EdifyPath" and its center of excellences, as appropriate, on a good faith basis.

- a. To promote EdifyPath and EdifyTalks amongst the student community, faculty and staff for skill- development.
- b. To support EdifyPath in to run running awareness campaigns in College premises.
- c. To render any additional support to achieve the deliverables mentioned in this Agreement.

### Platform:

EdifyPath will provide College access to its online learning interface where College can access the courses, content, marketing materials that are being offered including a limited period subscription to certain third party applications and materials as a value addition to the products being offered to College.

### License Grant

Except for the license and access rights granted in this Agreement, nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights in or relating to, the Platform, marketing materials or third party materials, whether expressly, by implication, estoppel or otherwise. All title and ownership interest in and to the Platform, marketing materials and the third party materials are and will remain with EdifyPath and the respective rights holders in the third party materials.

### Khelo College Clad Application:

As part of the offerings and through its collaboration with third parties and as a value addition, EdifyPath will provide a limited period fully paid up subscription and access to the Khelo College Clad Application ("Khelo") for the benefit of College for a period of 12 months from the Effective Date ("Initial Period"). Khelo will be a complimentary product offering provided pursuant to this Agreement that either works as an independent application or as an integrated application with the Platform. Khelo is being offered as part of the service offering which can provide for student engagement through knowledge sharing, event hosting, contests, promotional events and sharing of articles, contents among the students etc. Post the expiry of the initial period certain subscription fee might be applicable for continued utilization of Khelo as agreed upon between the College and the applicable third party owners.

### Disclaimer of warranties:

Except for the express warranties provided in this Agreement, all applications, the Platform and materials are provided "as is" and EdifyPath hereby disclaims all warranties, whether express, implied, statutory or other, and EdifyPath specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and all warranties arising from course of dealing, usage or trade practice. Without limiting the foregoing, EdifyPath makes no warranty of any kind that the applications, the platform, materials, or any products or results of the use thereof, will meet College's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other services except if and to the extent expressly set forth in the specifications, or be secure, accurate, complete, free of harmful code or error free. All third-party materials are provided "as is" and any representation or warranty of or concerning any third party materials is strictly between College and the third-party owner or distributor of the third-party materials.

### Confidentiality:

College will hold in strict confidence the confidential information disclosed by EdifyPath in furtherance of this Agreement. College shall use the confidential information in accordance of the terms and solely for achieving the Purpose of this Agreement. College agrees not to disclose confidential information to any other parties without the prior written consent of EdifyPath. College will exercise at least the same degree of care it uses to protect its own confidential information.

The obligations of confidentiality do not apply to information (i) that becomes publicly available for no fault of the College; (ii) can be demonstrated by written evidence that it was in the possession of the

receiving Party prior to receipt from EdifyPath; (iii) independently developed by the Parties without use of information disclosed by the other Party.

#### Limitation of liability

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

#### Intellectual Properties:

College hereby grants EdifyPath a royalty-free, non-exclusive, non-transferable, non-sub licensable, limited term license to use College's marks solely for the purpose of aligning the appearance of its products branding and only as specifically authorized by, and subject to any restrictions stated in, this Agreement. Such license shall be limited to the duration of this Agreement. During the Term of the Agreement, EdifyPath may include College in any of EdifyPath's customer lists and testimonials, solely for the purpose of identifying College as a customer of EdifyPath. EdifyPath acknowledge that the provisions of this paragraph do not convey any right, title or ownership interest in College's marks to EdifyPath Except for the license and access rights granted under this Agreement nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights of one Party to the other. College hereby unconditionally and irrevocably grants to EdifyPath an unrestricted license to use including all Intellectual Property Rights relating thereto.

#### Information Sharing:

In connection with this Agreement either Parties shall during the Term of this Agreement shall provide, accommodate and make available as required access to each other's information (students databases by College and any customer information shared by EdifyPath) and hereby agree to share such information with each other solely for the accomplishment of the Purpose of this Agreement. Either Parties acknowledge and agree not to use, decimate to any third party, share or use such information for any other purposes otherwise than as stated in this Agreement and hereby agree to maintain such information in strictest confidence.

#### Term of the Agreement

This Agreement shall commence from the Effective Date above and shall continue to be in force unless terminated by either Parties as per the terms of this Agreement ("Term").

#### Marketing Collaboration:

Either Parties to this Agreement agree to cooperate with each other in the marketing and promotion of the products and services of the Parties in furtherance of achieving the Purpose of this Agreement. Such cooperation shall include the reasonable provision, at the Party's expense, reasonable participation and assistance, as agreed to by the Parties, with trade shows, conferences, company sales conferences and education seminars etc.

#### Termination

The engagement contemplated between the Parties under this M.O.U. is at-will. Upon the discretion of the either of the Parties the collaborative relationship under this M.O.U. may be terminated with an advance written notice of 30 days to the other Party. Upon termination of the Agreement for any reason

the either of the Parties the collaborative relationship under this M.O.U. may be terminated with an advance written notice of 30 days to the other Party. Upon termination of the Agreement for any reason either Parties shall promptly return to the other Party all confidential information of the other Party. Except for the obligations which are logically ought to survive, all other rights and obligations of the Parties under this Agreement shall expire upon termination of this Agreement.

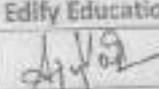
Entire Agreement

This M.O.U. is the final and complete understanding and agreement of the undersigned Parties. No other promises, agreements, nor warranties have been provided. This M.O.U. may only be amended by a written agreement as provided in this M.O.U.

Applicability

The terms and provisions in this MOU also apply to any subsequent Addendum(s) to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this MOU on the day THURSDAY 7<sup>th</sup> October, 2021

	Edify Educational Services Pvt. Ltd. Hyderabad		College
Signature		Signature	
Name	R. E. Ajaya	Name	UJJAL MAZHI
Title	Business development Manager - Sales & Marketing	Title	



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EduSkills Foundation ("EduSkills")**

**AND**

**Dream Institute of Technology**

**FOR EDUSKILLS MEMBERSHIP PROGRAM**

This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

**A. NON-BINDING TERMS.**

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

**B. BINDING TERMS**

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

**1. Confidentiality**

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction.

The obligations of confidentiality set forth herein shall not apply to information which:

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;

EduSkills Confidential Signed by:



- c. is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.

The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

## 2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

## 3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

## 4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or thirty six (36) months from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

## 5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

## 6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

EduSkills Confidential  
DocuSigned by:



## 7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

## 8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

## 9. Amendment

This MOU may be amended at any time by the mutual written assent of the Parties.

## 10. Severability

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

Signed for and on behalf of EduSkills Foundation	Signed for and on behalf of <u>Dream Institute of Technology</u>
By <u>Shubhajit Jagadev</u> Authorized Signatory DocuSigned by: Shubhajit Jagadev C548C982111401	By <u>[Signature]</u> Authorized Signatory
Shubhajit Jagadev Name	Dr. Dipankar Sarkar Name
Executive Director Designation	Principal Designation
9th sep 2020 Date	28 <sup>th</sup> Aug 2020 Date
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar - 7510024, Odisha, India Email: info@eduskillsfoundation.org	Address for communication: Dream Institute of Technology, Thekurpukur, B.4 Road, Kolkata, West Bengal. Email: drds5486@gmail.com



## EXHIBIT A

### NON-BINDING TERMS

#### 1. Scope and Intent

EduSkills and Dream Institute of Technology have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

#### 2. Proposed Obligations of Second party

- To create awareness for adoption and registration of technical courses from interested students
- To nominate a point of contact who could monitor and review the program updates
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.
  - c. Pay membership fee on annual basis for next 3 years. Following year's membership fee can be incremented on nominal basis, if the need arises. Agreement to be renewed after 3 years.

#### 3. Proposed obligations of EduSkills:

- a. To offer digital content and courses of up to 5 global academy programs to its member institution.
- b. To offer LMS of the academy programs, where over applicable.
- c. To offer branding collaterals access and usage of academy programs.
- d. Train the Trainers to the nominated educators by the institution.
- e. Virtual orientation session/workshop for the institution
- f. In-person/remote support for any troubleshooting needed during the onboarding process.
- g. To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students; educators and/or institution's leadership.

#### 4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000\* + GST
- Year 3: INR 40,000\* + GST

\* Can be incremental annually on a very nominal basis

**Please Note:** This fee applies on institutions. EduSkills will not charge any fee from the students as these programs comes under purview of CSR. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.

DocuSigned by:



EduSkills Confidential



**MEMORANDUM OF UNDERSTANDING**  
**(MoU)**

**BETWEEN**

**DREAM INSTITUTE OF TECHNOLOGY**



**&**

**Lawrence & Mayo India Pvt. Ltd.**

**LM Lawrence & Mayo**  
**Setting trends since 1877**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 3<sup>rd</sup> of February, 2022.

### BETWEEN

**Dream Institute of Technology**, (Address: Thakurpukur, Samali, B.H Road, Kolkata: 700104; West Bengal, India), the First Party represented herein by its Principal; **Dr. Dipankar Sarkar** (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

**Lawrence & Mayo India Pvt Ltd.** (Address: 89 AJC Bose Road, Sri Sai Plaza, 4<sup>th</sup> Floor, Kolkata- 700014), the **Second Party**, and represented herein by its Area General Manager, **S. Gabriel Vasanthakumaran** (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: **Dream Institute of Technology** and the second Party is a company named: **Lawrence & Mayo India Pvt. Ltd.**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- E) **Lawrence & Mayo India Pvt. Ltd.**, the Second Party is engaged in the fields of **manufacture & supply of survey & engineering lab equipment** and related fields.

- F) **Lawrence & Mayo India Pvt. Ltd.** The Second Party is promoted by brand "LYNX"
- G) **Lawrence & Mayo India Pvt. Ltd.** is a publicly listed company and is a certified IT company that offers incredible web, software and mobile application services and solutions to their esteemed domestic and overseas clients.

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

**CLAUSE 1 (CO-OPERATION)**

- 1.1 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 for students/ faculty, keeping in mind the needs of the industry, the Second Party and Second Party should provide the place and provide us to utilize their infrastructure for giving him the training proper way at industrial standard.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 (SCOPE OF THE MoU)

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **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.
- 2.4 **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, 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.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Computer Science & Technology**.
- 2.6 **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.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 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 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of **Dream Institute of Technology**, 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, estoppels 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)

- H) This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period 2020-21 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 **Lawrence & Mayo India Pvt. Ltd.** The Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 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)

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



Principal (DIT)

*Dr. D. Sarkar*  
Principal

Dream Institute of Technology  
Kolkata-700 104



S. Gabriel Vasanthakumaran

First Party

Second Party

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

**AGREED:**

D)

**For Dream Institute of Technology**

**For Lawrence & Mayo India Pvt. Ltd.**

**Mr. S. Gabriel Vasanthakumaran**

**Thakurpukur, Samali, B.H Road, Kolkata -700104;**

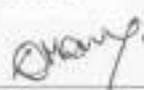
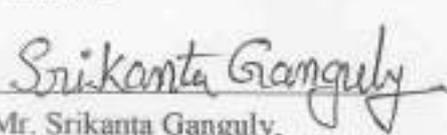
**89, A.J.C Bose Road, Kolkata-700014**

  
**Dr. D. Sarkar**  
Principal  
Dream Institute of Technology  
Kolkata-700 104  
Authorized Signatory  
(Principal)



  
Authorized Signatory  
(Area General Manager)

<b>Dream Institute of Technology</b>	<b>Lawrence &amp; Mayo India Pvt. Ltd.</b>
Thakurpukur, Samali, B.H Road, Kolkata : 700104; West Bengal, India	89 AJC Bose Road, Sri Sai Plaza, 4 <sup>th</sup> Floor, Kolkata- 700014
Contact Details: 8697777755	Contact Details: 9163300196
E-mails: dream_institute_of_technology@hotmail.com	E-mails: gabriel@lynxinst.com E-mails: calgovt@lynxinst.com
Web: www.dreaminstituteonline.com	Web: www.lynxinst.com

Witness1 :  Mr. Dr. Dipankar Sarkar (Principal. - Dream Institute of Technology)	Witness2:  Mr. S. Gabriel Vasanthakumaran, (Lawrence & Mayo India Pvt. Ltd.)
Witness3:  Mr. DHRISHMAN MONDAL (HOD, Civil) (Dream Institute of Technology)	Witness4:  Mr. Srikanta Ganguly, (Lawrence & Mayo India Pvt. Ltd.)

**MEMORANDUM  
OF  
UNDERSTANDING  
(MOU)**

**BETWEEN**

**DREAM INSTITUTE OF TECHNOLOGY**

**AND**

**SARN SOLAR SOLUTION PRIVATE LIMITED**



SARN SOLAR SOLUTION PVT. LTD.

*Rakesh Naxa*  
DIRECTOR

## AGREEMENT

This Agreement is made and executed on this 21<sup>st</sup> day of December 2021 at Kolkata

BETWEEN

SARN Solar Solution Private Limited having its Registered Office at RNC Road Subhasgram Station Road 05, Subhasgram Netaji Market, Kolkata, West Bengal 700147

Herein after referred to as "**SARN Solar**", (Which expression shall unless be repugnant to the context or meaning thereof shall mean and include its heirs, executors, administrators, assignees etc.)

THE PARTY OF THE FIRST PART.

Dream Institute of Technology having its main Campus address Thakurpukur, Samali, BH road, Kolkata-700104, West Bengal and corporate office at 187/1 Block-J, New Alipur, Kolkata-700053, West Bengal

Herein after referred to as "**College**". (Which expression shall unless be repugnant to the context or meaning thereof shall mean and include its heirs, executors, administrators, assignees etc.)

THE PARTY OF THE SECOND PART.

WHEREAS "**SARN Solar**" is *Industry Institute Collaboration Platform Provider* to Education Institutes / Colleges

AND WHEREAS College is "Education Provider" offering courses in **BTech in Electrical Engineering** and desirous of taking the service of Industry Institute Collaboration Platform for their Engineering and Undergraduate students, "College" is entering into an Agreement with "**SARN Solar**"

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

**1. "SARN Solar" Obligations: -**

- a) **SARN Solar Solution Private Limited** will provide access to student for Advance Solar Laboratory for students training purposes.
- b) **SARN Solar Solution Private Limited** will conduct training for students of partnering Institute. The Training Modules will cover Introduction of On-Grid, Off-grid & Hybrid System. Load Calculation Introduction of Battery, Charge Controller, Inverter, AJB, ACDB with Complete wiring diagram Installation & Commissioning Fundamental with Balance of System specifications. Concept of Net metering & Gross metering. Solar Plant Maintenance. Use of various designing Software like PV system, Helioscope, AutoCAD, Sketch up, Staad



SARN SOLAR SOLUTION PVT. LTD.

*Rakesh Naskar*

DIRECTOR

pro as per Industry Expectations. Total Duration of Trainings would be of 30 Hours or 2 weeks (Which ever earlier).

- c) **SARN Solar Solution Private Limited** would organize Seminars (*Technical and HR*) delivered by Leading Industry houses for students and Faculty Members of the college / academic partner
- d) **SARN Solar Solution Private Limited** may facilitate Industry Tie-Ups for partner Institution and interested corporates subject to agreement of association by both Industry partner and College / Academic Partner.
- e) **SARN Solar Solution Private Limited** may use Partner Institute / College Logo and Name for any branding and marketing purposes and may use the institute's name and logo as "SARN Solar" client in our official website.

## 2. College Obligations: -

- a) **College / Academic Partner** shall provide the required database of all eligible students by email to the **SARN Solar** wherever is required for Training / Seminars / Other Purposes and allocate a SPOC ( Single point of contact) for coordination purpose with **SARN Solar** and the institute.
- b) **College / Academic Partner** would circulate all necessary mailers / information to students from **SARN Solar**
- c) **College / Academic Partner** would arrange for all In-House Logistics. The college needs to take care of Travel and accommodation in case of Offline Drives for Company Representatives and if required **SARN Solar** Representative as and when required for Training / Seminar .

## 3. Commercial Terms:

- a) All Offerings covered within the scope of this MOU are **FREE of COST / NON-COMMERCIAL.**
- b) The partner Institute may opt for an exclusive partnership with **SARN Solar** for Training, Consultancy & Assessment which will have separate commercial terms and conditions.

## 4. Validity and Duration of agreement:

This agreement will be valid for **THREE (3) Years** from the date of signing and may be renewed by mutual consent.

5. **TERMINATION:** Either party may terminate this Agreement in whole or in part by **Thirty (30) days** written notice in the event of a default or failure to perform any condition of this Agreement by the other party.
6. **INDEMNITY :-** Each of the Parties shall indemnify and keep harmless and indemnified the other Party from and against all losses, damages, claims, costs, expenses, compensations, liabilities, suits, legal proceedings and otherwise, including



SARN SOLAR SOLUTION PVT. LTD.

*Rakesh Naha*

DIRECTOR

reasonable attorney fees, legal fees and court fees, howsoever arising from any loss caused by the action or omission of such Party or in connection with the breach of any terms of this MOU by such Party, including but not limited to misrepresentation, fraud, non-delivery etc., by any person, entity or third party, whether anticipated, threatened or claimed against the other Party. This article shall survive the termination of this MOU.

**7. ARBITRATION, GOVERNING LAW AND FORUM: -**

- a) **College / Academic Partner and SARN Solar** shall settle any dispute arising out of any clause of this AGREEMENT through mutual consultations. In case a settlement is not arrived at such dispute(s) will be subjected to provisions of Arbitration & Conciliation Act. The jurisdiction of arbitration shall be the city of Pune.
- b) All claims regarding this MOU are governed by and construed in accordance with the laws of India, and the courts of PUNE, Maharashtra shall have the exclusive jurisdiction for all disputes pertaining to this MOU.

**8. FORCE MAJEURE: -** Neither party shall be liable for non-performance either in whole or in part of this agreement due to reasons unforeseen and beyond its control. These reasons shall include and be limited to strikes, lockouts, nationalization, acts of God, war and fire. In that event, the other party will be notified immediately in writing detailing full facts of the case and both parties will undertake to arrive at mutually satisfactory solutions to overcome the difficulties arising out of these circumstances.



SAN SOLAR SOLUTION PVT. LTD.  
*Rakesh Narayan*  
DIRECTOR

The Memorandum of Understanding (MOU) is made and signed on this 21st day of December, 2021 at Kolkata. Address:- B.H. Road, Kolkata - 104

IN WITNESS WHEREOF the parties hereto have signed and executed these presents on the day and year first above written.

SIGNED AND DELIVERED

By the within named

For SARN Solar Solution Private Limited

Mr. Rakesh Naskar

Designation: Director

WITNESS

1.

Mohan  
SARN SOLAR SOLUTION PVT. LTD.  
Rakesh Naskar  
DIRECTOR

Name MADAN MOHAN HALDER  
Designation

2.

Name Arvind Naryan  
Designation

SIGNED AND DELIVERED

By the within named

For Dream Institute of Technology

Name: Dr Dipankar Sarkar

Designation:- Principal

WITNESS

1.

Dr. D. Sarkar  
Principal  
Dream Institute of Technology  
Kolkata-700 104

Name PRATIK SARKAR  
Designation:- ASSISTANT PROFESSOR

2.

Name DR. BIVAS ROY  
Designation ASSISTANT - PROFESSOR

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EduSkills Foundation ("EduSkills")**

**AND**

**Dream Institute of Technology**

**FOR EDUSKILLS MEMBERSHIP PROGRAM**

This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "**Skill Development, IT Education and Workforce Development Programs**" ("Collaboration Areas").

Now the Parties agree as follows:

**A. NON-BINDING TERMS.**

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this **MOU** is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

**B. BINDING TERMS**

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

**1. Confidentiality**

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which;

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;

EduSkills Confidential Signed by:



- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.

The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

**2. Scope**

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

**3. Publicity**

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

**4. Term and Termination**

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **thirty six (36) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

**5. Limitation of Liability**

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

**6. Intellectual property rights**

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

EduSkills Confidential  
DocuSigned by:



**7. Governing laws and jurisdiction**

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

**8. Costs**

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

**9. Amendment**

This MOU may be amended at any time by the mutual written assent of the Parties.

**10. Severability.**

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <b>EduSkills Foundation</b>	Signed for and on behalf of <b>Dream Institute of Technology</b>
By: <u>Shubhajit Jagadev</u> Authorized Signatory C548C96D21114D1...	By: <u>[Signature]</u> Authorized Signatory
Shubhajit Jagadev Name	Dr. Dipankar Sarkar Name
Executive Director Designation	Principal Designation
9th Sep 2020 Date	28 <sup>th</sup> Aug 2020 Date
<b>Address for communication:</b> EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India  Email: info@eduskillsfoundation.org	<b>Address for communication:</b> Dream Institute of Technology, Thakurpukur, B.4 Road, Kolkata, West Bengal.  Email: drds5486@gmail.com



**EXHIBIT A**

**NON-BINDING TERMS**

**1. Scope and Intent**

**EduSkills and Dream Institute of Technology** have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

**2. Proposed Obligations of Second party**

- To create awareness for adoption and registration of technical courses from interested students
- To nominate a point of contact who could monitor and review the program updates
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.
  - c. Pay membership fee on annual basis for next 3 years. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 3 years.**

**3. Proposed obligations of EduSkills:**

- a. To offer digital content and courses of up to 5 global academy programs to its member institution.
- b. To offer LMS of the academy programs, where ever applicable.
- c. To offer branding collaterals access and usage of academy programs.
- d. 'Train the Trainers' to the nominated educators by the institution.
- e. Virtual orientation session/workshop for the institution.
- f. In-person/remote support for any troubleshooting needed during the onboarding process.
- g. To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

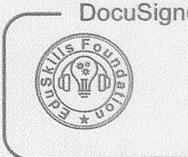
**4. Annual Membership Fee**

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000\* + GST
- Year 3: INR 40,000\* + GST

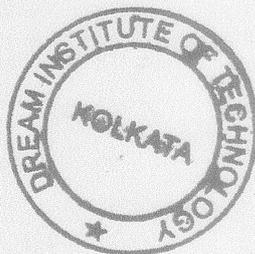
\* Can be incremented annually on a very nominal basis.

**Please Note:** This fee applies on institutions. EduSkills will not charge any fee from the students as these programs comes under purview of CSR. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.

DocuSigned by:



EduSkills Confidential



## AGREEMENT

This Agreement ("Agreement") is executed on this 4th Day of Dec., 2025,

### BY AND BETWEEN:

**Kyrotics Technologies Private Limited** - recognized by DPIIT, Government of India, having its registered office at Dunigram Road, Rampurhat - I, Birbhum - 731224, West Bengal, (hereinafter referred to as "Kyrotics"),

AND

**Dream Institute of Technology**, located at Vill. Samali, P.O. Rasapunja, P.S. Bishnupur, Kolkata - 700104, West Bengal, (hereinafter referred to as "the Institute").

### 1. Purpose of the Agreement

The purpose of this Agreement is to establish a formal partnership between Kyrotics and Institute for the usage of OrbitJump Platform, an AI-enabled Educational Intelligence System designed to enhance learning outcomes, ensure objective evaluation and support modern academic requirements.

### 2. About OrbitJump

OrbitJump is an advanced AI-based Learning Intelligence and Evaluation System designed to:

- Identify learning gaps and strengths in students
- Provide adaptive and personalized insights
- Track real-time performance and analytics
- Support outcome-based educational methodologies

The platform currently supports only the evaluation of computer-programming-related assignments, assessments and lab work. It does not support non-programming subjects or theory-based evaluations.

**KYROTICS TECHNOLOGIES PVT. LTD.**  
CIN: U62013WB2024PTC267830

Monibhandar Premises, 7th Floor,  
Block - EP & GP, Sector V,  
Saltlake, Kolkata - 700091  
T 91 96412 09865

[info@kyrotics.com](mailto:info@kyrotics.com)  
[www.kyrotics.com](http://www.kyrotics.com)

### **3. Scope of Implementation**

#### **a) Access & Deployment**

- Kyrotics shall provide secure and uninterrupted access to OrbitJump for institutional academic use during the validity period.
- Access will be provided for students, faculty members and authorized staff only.

#### **b) Training & Support**

- Kyrotics shall offer onboarding support, implementation assistance and guidance.
- Training sessions may be conducted for faculties to ensure effective usage.

#### **c) Feedback & Improvement**

- The Institute may voluntarily share feedback to improve features and performance.
- Kyrotics shall utilize such inputs solely for product enhancement and research purposes if find relevant.

### **4. Usage Validity**

- The Institute shall receive 1-year usage validity, starting from the date of payment made to Kyrotics.
- Access shall automatically expire at the end of the validity period unless renewed through a separate written agreement and old data may be restricted for access and may be deleted or archived.

### **5. Roles and Responsibilities**

Kyrotics Technologies Pvt. Ltd. Shall:

- Provide and maintain access to OrbitJump for the defined period.
- Offer technical, operational, and onboarding support.
- Ensure timely resolution of reported technical issues.

### **6. Data Privacy & Confidentiality**

- Both Parties shall maintain strict confidentiality of all Institutional data, student information and materials exchanged under this Agreement.
- Kyrotics may share data with third-party tools, service providers, infrastructure partners and other 3<sup>rd</sup> parties for the purpose of delivering, maintaining and improving the OrbitJump platform.

- Kyrotics may use the data for academic analytics, feature improvement, further AI model training, performance enhancement and research, provided that such usage does not disclose the identity of the Institute or its students to any unauthorized party.

#### **7. Financial Terms**

- The Institute shall pay the mutually agreed fee to Kyrotics for access to OrbitJump for specific period.
- Any additional modules or extended support beyond the scope of this Agreement shall be separately chargeable.
- The partial or full grant-in-aid for the usage of the OrbitJump platform is subject to the availability and the sole discretion of the Company..

#### **8. Duration & Termination**

- This Agreement shall remain in effect for the entire duration of the OrbitJump usage period
- Renewal may occur mutually in writing.
- Either Party may terminate the Agreement with 30 days' written notice.
- In case of breach, the non-breaching Party may terminate the Agreement after giving reasonable time for rectification.

#### **9. Liability & Indemnity**

- Kyrotics shall not be liable for disruptions caused by internet issues, infrastructure failures at the Institute, improper use by unauthorized users, or cyberattacks not attributable to Kyrotics infrastructure.
- The Institute shall ensure responsible use of access credentials to prevent misuse.

#### **10. Intellectual Property Rights**

- OrbitJump, including all software modules, algorithms, interfaces, and documentation, is the sole intellectual property of Kyrotics.
- No part of the platform may be copied, reverse-engineered, modified, or redistributed without written permission from Kyrotics.

## 11. Non-Delivery & Force Majeure Clause

- Force Majeure Events

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond reasonable control, including but not limited to:

- Natural calamities (flood, fire, earthquake, cyclone, storm, lightning)
- War, invasion, armed conflict, terrorism, civil unrest, or riots
- Political embargo, sanctions, trade restrictions, or government-imposed bans
- Acts of government or regulatory authorities preventing service delivery
- Pandemic, epidemic, public health emergency, or government lockdowns
- Major internet outages, power grid failures, telecom disruptions
- Cyberattacks, distributed denial-of-service (DDoS) attacks, or infrastructure compromise not attributable to either Party's negligence
- Industrial strikes, labor disputes, or transportation interruptions

- Notification Requirement

The affected Party shall notify the other Party in writing as soon as reasonably possible after becoming aware of the Force Majeure event, detailing:

- The nature of the event
- Expected duration
- Expected impact on performance

- Suspension of Obligations

During the Force Majeure period:

- The affected obligations shall be temporarily suspended.
- Kyrotics shall not be held responsible for downtime, delays, or non-availability of the OrbitJump platform arising directly from such events.

- Resumption of Services

The affected Party shall resume performance of its obligations as soon as the Force Majeure event is resolved or diminished.

- Extended Force Majeure

If the Force Majeure situation continues for more than 60 consecutive days, either Party may terminate this Agreement without penalty through written notice.

- No Waiver of Payment Obligations

Force Majeure does not exempt the Institute from payment obligations already due before the occurrence of the event.

### 12. Governing Law & Dispute Resolution

- This Agreement shall be governed by the laws of India.
- Disputes shall be resolved amicably. Failing that, jurisdiction shall lie with appropriate courts in Kolkata, West Bengal.

### 13. General Provisions

- This Agreement constitutes the entire understanding between the Parties.
- Any amendments shall be valid only if made in writing and duly signed by both Parties.
- Both Parties agree to act in good faith and cooperate to ensure successful execution of this Agreement.

### Signatories

For Kyrotics Technologies Private Limited

Name: FARIDUDDIN MANSUR

Designation: CEO

Signature & Seal: Fariduddin Mansur

Date: 4/12/2025



For Dream Institute of Technology

Name: DR. DIPANKAR SARKAR

Designation:

Signature & Seal:

Date:



Dr. D. Sarkar  
Principal  
Dream Institute of Technology  
Kolkata-700 104

04.12.2025.