

6

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

COGNAVI INDIA PRIVATE LIMITED

AND

Dr. A.P.J. Abdul Kalam Technical University (AKTU), Madan Mohan Malaviya University of Technology (MMMUT) and Harcourt Butler Technical University (HBTU) for skill assessment, learning and training programs through webinars, internships and placement support

This Memorandum of Understanding (hereinafter called as this 'MOU') is entered into on 14th of March, 2024, by Dr. A.P.J. Abdul Kalam Technical University (AKTU), Madan Mohan Malaviya University of Technology (MMMUT) and Harcourt Butler Technical University (HBTU) and between Cognavi India Private Limited (hereinafter referred to as "Party A") Address: 45/1, Embassy Quest, Magrath Rd, Ashok Nagar Bengaluru, Karnataka 560025

And

1. Dr. A.P.J. Abdul Kalam Technical University (AKTU), Vistar Yojna, AKTU CDRI Rd, Naya Khera, Jankipuram, Lucknow, Uttar Pradesh 226031
2. Madan Mohan Malaviya University of Technology (MMMUT), Deoria Road, Singhariya, Kunraghat, Gorakhpur, Uttar Pradesh 273016
3. Harcourt Butler Technical University (HBTU), Harcourt Butler Technical University, Nawabganj, Kanpur (U.P.) – 208 002

(hereinafter jointly referred to as "Party B")

1. Background

This Memorandum of Understanding (MOU) is entered into by both parties with a mutual intention of collaboration for enhancing the job-seeking journey for students and facilitating their access to superior employment opportunities.

Cognavi is a subsidiary of Forum Engineering Inc. ("Forum"), a Japanese company established in 1981 and listed on the Tokyo Stock Exchange Prime Market. Forum is a pioneer in human resource services in Japan and is engaged in the business of providing mechanical and electrical engineering staffing and support services for employment of STEM graduates, career changes, education and training services.

In an era characterized by rapid technological advancements and evolving industry demands, equipping youth with the necessary skills and providing them with access to meaningful and skill-based employment opportunities has become a critical challenge. Cognavi, a pioneer in AI-powered talent acquisition solutions, is addressing this pressing issue by leveraging its cutting-edge platform to bridge the gap between the skilled workforce and the needs of employers.

Cognavi's AI/ML-powered platform plays a pivotal role in mitigating the far-reaching economic impact of youth unemployment, reduced growth potential and social unrest. By streamlining the recruitment process and aligning graduates with suitable job opportunities and empowering the youth with job-ready tools, training exercises and assessment tools, Cognavi accelerates the transition from education to employment, and minimizes the undesirable levels of unemployment among educated youth.

Cognavi's impact extends beyond mere job placement. The platform serves as a bridge between the education system and the needs of the industry, ensuring that graduates are equipped with the right skills and competencies needed to thrive in the modern workplace. Cognavi's data-driven insights provide valuable feedback to educational institutions, and government agencies, enabling them to adapt their curriculum and training programs to better meet the evolving needs of employers.

As the world grapples with the challenges of youth unemployment, Cognavi stands as a beacon of hope, empowering youth to realize their full potential and contribute to a brighter economic future.

In order to address this challenge, both Parties intend to establish and enter into a strategic partnership/alliance through this MOU to tackle the problem of unemployment, skill mismatch, gaps in practical education and curriculum mismatch in the State.

2. Nature of this MOU

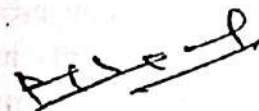
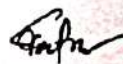
This MOU does not constitute and is not intended to establish a legally binding agreement between the Parties. It solely reflects the intentions of the Parties, expressed in good faith but without creation of any legal obligation or any liability on the part of the Parties.

3. Purpose

- This MoU formalizes the collaborative efforts initiated through ongoing discussions between the Department of Technical Education, Government of Uttar Pradesh, and Cognavi India Private Limited Both parties thereby equipping students with the skills and resources they need to thrive in the workforce, leveraging Cognavi's innovative solutions.
- This MOU establishes the framework for collaboration between Party A and Party B. Its intent is to define the parameters of cooperation when students are referred by Party B to engage with the services offered by Party A. These services encompass assessment, training, internships, and placement opportunities.
- Party A undertakes to make its services and proprietary technology accessible to students introduced by Party B. Additionally, Party A may furnish Party B with a dashboard, enabling them to track both the service's efficacy and the students' performance. Party B shall endeavor

to secure employment opportunities for students through the use of the University Modules provided by Party A.

- The underlying objective of this collaboration is to leverage technology and AI in assisting students and universities in securing optimal job opportunities tailored to each student's unique strengths and aspirations.
- This Memorandum of Understanding (MOU) serves as a comprehensive agreement outlining the operational framework, scope of collaboration, and mutual expectations between the parties involved. It establishes a clear roadmap for effective partnership, ensuring alignment of objectives and a streamlined approach to achieving shared goals.
- To address the overarching challenge and issue of unemployment and skill mismatch in the State of Uttar Pradesh ("Party B"), this MoU is signed whereby Cognavi using its AI/ML Platform, will provide a platform for students of Party B to connect with recruiters/employers with the aim to enhance the skills and employability of the student. With its unique features such as AI-based skill matching, personality assessment, and the automatic generation of job descriptions, Cognavi will aim to provide holistic and effective solutions for individuals seeking employment and organizations looking to hire. Cognavi, through this MOU will bridge the gap between employers/recruiters and students in the State by pledging the following:
 - Cognavi to offer its services through its AI/ML Platform. In order to enable Cognavi to provide services to Party B
 - Cognavi commits to conducting a pilot phase for the skill assessment of 1,00,000 engineering students in the state. This service will be provided at "NO COST" to Party B
 - In the event that both parties express a desire to extend the skill assessment initiative beyond the initially agreed-upon 1,00,000 students, the financial terms and conditions for such an extension will be subject to discussion and mutual agreement before the extension is formalized. Both parties will engage in good faith negotiations to determine the appropriate commercials for the extended scope of the project
 - This process will generate data on the current skill-sets diversity and the skill-levels in the state and help in determining as to what job positions the students are most suitable for and what skills are lacking.
 - Cognavi to support rectification of the issue of skill mismatch by implementing its services in pilot phase.
 - Cognavi's innovative AI/ML technology is poised to alleviate unemployment and tackle employment-related issues.



3

➤ Simplify and democratize the job search and placement process for students, universities and recruiters.

➤ Cognavi will assist students from all years of study for job opportunities. The detailed roles and responsibility of the Parties under this MOU is as provided in Clause 5 (Joint Role and Responsibility of Parties).

4. Duration

This MOU shall commence on the date of signing and remain in effect for one year. Following its termination, this MOU may be renewed or extended upon mutual consent of both parties.

5. Areas of Cooperation

- A. Party A may provide both a mobile application and web dashboard designed for skill assessment and job position matching.
- B. Party A may offer the Digital Profile Technology (DPT), enabling students to create online resumes and directly share them with potential recruiters.
- C. Party A may provide a web dashboard for universities.
- D. Party B may use the web dashboard for universities to track students' assessment status and results, as well as their placement status.
- E. Students will have the capability to apply for jobs and internships directly via the platform.
- F. Party B will provide insights and information about courses that could enhance students' prospects for potential job opportunities.
- G. Party B will actively introduce students to the diverse services presented by Party A.
- H. Both parties agree to maintain open communication lines to promptly address any concerns or feedback regarding the services.
- I. Party A undertakes to provide regular updates, improvements, and necessary troubleshooting for the mobile application and web dashboard.
- J. Party B will coordinate with Party A to organize workshops, webinars, or seminars for students, recommend campus ambassadors, and introduce students and campus ambassadors to the platform and its benefits.
- K. Both parties will jointly monitor the performance metrics of students using the services to ensure they receive maximum benefit.
- L. Periodic reviews of the collaboration will be conducted by both parties to ensure this MOU's objectives are being achieved and to discuss potential improvements.

6. Confidentiality & Exchange of Information

A. The Parties shall protect and maintain the confidentiality of this MOU and any relevant materials, documents and information referenced herein. Notwithstanding anything to the contrary in this MOU, this confidentiality obligation shall have a legally binding effect on both parties and shall survive the termination of this MOU.

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- B. Exchange of information and knowledge related to the purpose, scope and areas of cooperation under this MOU shall be made in a timely manner in order to ensure efficient and effective outcomes.
- C. The data of the universities will be used by Cognavi and handed over to the universities post completion of the project.

7. Intellectual Property Rights

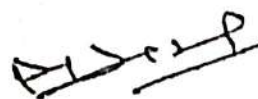
Party B hereby grants Party A permission to use Party B's name and logo on Party A's web website and promotional materials for the duration of the project. Once the duration of the MoU is over, Party A will not use the logo of Party B. Notwithstanding anything to the contrary in this MOU, this obligation and rights shall have a legally binding effect on both parties.

8. Warranty and Disclaimer

- A. Party A offers its services "as is" without any express or implied warranties, representations, or guarantees of any kind. This includes, but is not limited to:
- Cognavi assures that the skill assessment process will be conducted with a high degree of accuracy and reliability. The results delivered will reflect a true and fair evaluation of the skills of the assessed engineering students
 - Cognavi commits to providing adequate technical support during the pilot phase. In the event of any technical issues or challenges faced by the department or universities, Cognavi agrees to promptly address and resolve them to the best of its ability.
 - Cognavi warrants the security of the data collected during the skill assessment process. It will implement necessary measures to safeguard the confidentiality, integrity, and availability of the assessment data.
- B. Party A expressly disclaims any guarantee as to the specific results, quality, or content of its services.
- C. Party B shall not bear any liability or responsibility for the outcomes or results experienced by students availing of Party A's services.
- D. Both parties understand and agree that neither is making any assurances or promises about the potential benefits or successes that might arise from the use of Party A's services.

9. Termination

- A. Either Party A or Party B may terminate this MOU at any time, for any reason or for no reason, by providing written notice of 30 days to the other party.
- B. Upon termination of this MOU, neither party shall have any further obligations to the other under this MOU, except for any obligations that by their nature should survive termination (e.g., confidentiality, liability for damages)



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C. Neither party shall be entitled to any compensation, damages, or relief solely as a result of the termination of this MOU, nor shall either party pursue liability against the other for any damages arising from or related to the termination of this MOU.

10. Miscellaneous

- A. Amendments: Modifications to this MOU shall only be valid when mutually agreed upon in writing by both parties.
- B. Governing Law: This MOU is subject to the laws of Uttar Pradesh.
- C. Dispute Resolution: Unresolved matters shall be resolved through discussions and mutual agreement between the parties and if they remain unresolved it can be taken to Principal Secretary, Technical Education Department for final settlement.
- D. Entire Agreement: This MOU constitutes the full understanding between both parties concerning its subject matter, superseding all previous oral or written communications.

Date: 14th of March 2024

Cognavi India Private Limited Representative:

Director

Mitsutaka Sekino

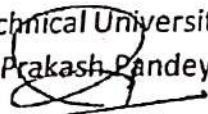
Signature: _____



Dr. A.P.J. Abdul Kalam Technical University (AKTU)

Vice Chancellor: Prof. Jai Prakash Pandey

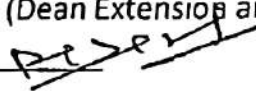
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Madan Mohan Malaviya University of Technology (MMMUT)

Dean: Professor P.K. Singh (Dean Extension and Field Outreach Activities)

Signature: _____



Harcourt Butler Technical University (HBTU)

Vice Chancellor: Prof. Shamsher

Signature: _____

