

Memorandum of Understanding

This memorandum of understanding ("MoU") is entered into on 14th of March 2024 ("Effective Date")

BY AND BETWEEN

Skills Development Network, an Indian Trust with registered office at Tower - 3, 6th Floor, SJR I Park, EPIP Zone - I, Whitefield Road, Bengaluru - 560066, Karnataka (herein referred to as the "Foundation", which expression shall, unless it's repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and assigns)

AND

Department of Technical Education and Department of Vocational Education, Skill Development and Entrepreneurship, Government of Uttar Pradesh, (herein referred to as the "Partner" which expression shall, unless it's repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and permitted assigns).

Foundation and Partner shall hereinafter individually be referred to as a "Party", and collectively as the "Parties", as the context may require.

WHEREAS:

The Foundation's main objectives are entrepreneurship development, to build and enhance the entrepreneurship ecosystem and for skilling through various modes of workshops, trainings etc. Wadhvani Operation Foundation (WOF) has procured and/or developed world class curricula, content and methodology for (hereinafter referred to as "Wadhvani Curricula, Content and Methodology"). The details of "Wadhvani Curricula, Content and Methodology" are included in this MoU. WOF provided all the rights to the Foundation for the use and offer the "Wadhvani Curricula, Content and Methodology" to its Partner, who is willing to cooperate for the objectives of WF/WOF.

NOW THEREFORE The Parties agree that this MoU shall be non-binding in nature and does not create any legal or financial obligations between the Parties, except for the Intellectual Property Rights, Data Privacy and Protection, Confidential Information, Dispute Resolution and Indemnity provisions under this MoU. The parties agree to work together systematically for achieving the objectives as contemplated under this MoU.

1. Objectives and Scope of the Programme

The objectives and scope of the Programme are detailed in **Annexure I - Objectives and Scope of the Programme**.

2. Foundation's Roles and Responsibilities

The roles and responsibilities of the Foundation are detailed in **Annexure II - Foundation's Roles and Responsibilities** to this MoU.

3. Partner Roles and Responsibilities

The roles and responsibilities of the Partner are detailed in **Annexure III - Partners Roles and Responsibilities** to this MoU.

4. General Terms and Conditions



4.1 Term & Renewal

This MoU shall be effective from the **Effective Date** as mentioned above until 3 Years or completion of the Programme activities as mentioned under this MoU or terminated as per the terms of this MoU, whichever is earlier. The MoU may be renewed by providing the other Party with prior written notice of thirty (30) days and on mutual agreement of Parties in writing.

4.2 Termination

- a) Either Party may terminate this MoU by providing the other Party with prior written notice of Thirty (30) days. In the event any enrolment is valid post the termination notice period, Foundation may at its sole discretion & without prejudice may provide support until the enrolled course completion, subject to Partner fulfilling its roles and responsibilities under this MoU.
- b) In the event of any Party failing to fulfil its obligations as contemplated under this MoU, the other Party may notify in writing to cure such breach within thirty (30) days, failing which this MoU may be terminated forthwith at the option of the notifying Party.

4.3 Financial Terms

- a. Each Party will bear the costs and expenses for fulfilling its respective roles and responsibilities provided under this MoU. Parties do not owe any amount to the other Party for the Programme contemplated in this MoU.
- b. Foundation will not charge the Partner and/or the students/Candidates for the usage of "Wadhvani Curricula, Content and Methodology" and/or any other third-party platforms provided by Foundation for the Programme.
- c. Partner shall not charge the students/Candidates for making available "Wadhvani Curricula, Content and Methodology" and/or any other third-party platforms provided by Foundation for the Programme without prior written consent of the Foundation. However, Partner may collect the expenses incurred at actuals on its faculty and IT Infrastructure provided for the purposes of this MoU from the enrolled students/Candidates.

4.4 Intellectual Property Rights

"Intellectual Property" or "IP" includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software Programmes, papers, models, teaching techniques, research projects, databases and instruction manuals. Each Party shall retain all rights to its IP and nothing contained in this MoU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfillment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's IP. "Wadhvani Curricula, Content and Methodology" and/or any other third-party platforms provided by Foundation for the Programme, for which Foundation has the right to provide for the purposes of this MoU to the Partner/students/Candidates with or without any charges should not be construed as giving any rights, title or interest of whatsoever nature to Partner/students/Candidates on such IP. Parties undertake and acknowledge that, if any third-party IP is used/utilized for the purposes of this MoU, it shall obtain required



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permits/licenses from the IP owner/competent authority and each Party shall be solely responsible for such third-party IP. Partner/students/Candidates shall not copy or reproduce Foundation/WOF IP. Any usage of Foundation's and/or WOF's IP by the Partner/students/Candidates shall be post obtaining written authorization from Foundation/WOF, which will be for a limited period as mentioned in such authorization. Any resulting IP pursuant to this MoU shall be owned by the respective owners

4.5 Data Privacy and Protection

- a. The Parties hereby declare that they will comply with the applicable laws in force concerning data privacy and data protection within the scope of their activities under this MoU. Parties also agree to adhere to respective privacy policies of the Other Party. Parties agree not to share externally any personal data/sensitive personal data/information relating to an identifiable individual (hereinafter referred to as "Personal Data") obtained or collected for the purposes of this MoU, without obtaining prior written permission of the Party who owns such data ("Data Subject").
- b.
- c. Parties agree that:
- Personal Data will be accessed processed solely for the purposes of this MoU only;
 - Personal Data will be handled with necessary security controls & measures;
 - Any incident of Personal Data breach shall be reported duly to the other Party and the owner of the data and take necessary steps as per applicable laws and policies;
 - Personal Data will not be retained for longer than required for the purposes of this MoU;
 - If Personal Data access is legally required by competent authorities, Parties will promptly notify the data owner.
- d. Partner shall duly intimate the students/Candidates regarding the collection of their Personal Data for the purposes of this MoU and ensure that the applicable privacy policy of the Foundation and/or any third party is adhered to. The Personal Data will be shared with the Foundation or any other third-party on behalf of the Foundation, which will comply with applicable data privacy and data protection laws and maintain same level of data protection security measures. Partner shall duly obtain the express consent from the students/Candidates/data owner in the as per the attached **Annexure IV – Personal Data - Informed Consent Form**. Partner expressly consents for the data collection and usage by the Foundation for the purposes of this MoU. Parties agree that in the event Partner/student/Candidates/data owner dissents or withdraws the consent to provide Personal Data, Foundation reserves the right to withdraw any and/or all access to "Wadhvani Curricula, Content and Methodology" forthwith without prejudice.
- e. The Data collected by Foundation under this MoU will be retained during the term of this MoU, entire enrollment period and thirty-six (36) months post completion of the enrolled courses under the Programme, whichever is later. Foundation may require Partner/students/Candidates/data owners for additional/further
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information for impact assessments of the Programme.

- f. In the event of a conflict with the remainder of this MoU or the MoU becomes void, this clause will prevail as separate data processing agreement between the Parties.

4.6 Confidential Information

Any and all proprietary, confidential or non-public information and/or Data in any form and/or Personal Data/Sensitive Personal Data/Information that identify an individual disclosed and/or obtained and/or known to a Party in connection with this MoU, shall be considered as Confidential Information. Such Confidential Information shall belong solely to the disclosing Party. Parties agree not to disclose the Confidential Information to any other third-party without prior written approval of the Party who owns such Confidential Information. Any approved dissemination of Confidential Information shall be strictly on need basis and Parties will ensure equivalent security measures as of the Parties. Confidential Information which becomes public due to illegal or wrongful actions, will not make the Confidential Information a public information. Parties agree to notify the disclosing Party of any unauthorized disclosure immediately which a Party may have knowledge and take appropriate actions to secure it.

4.7 Dispute Resolution

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this MoU between the Parties, and so notified in writing by either Party to the other Party ("Dispute") shall, in the first instance, be attempted to be resolved amicably by mutual consultation of key-personnel of the Parties.
- b. Any Dispute which is not amicably resolved within thirty (30) days of Dispute notification, shall be finally decided by reference to arbitration by an arbitration tribunal comprising of three (3) arbitrators, of whom each Party shall select one (1), and the third arbitrator shall be appointed by the two (2) arbitrators so selected and shall be subject to Arbitration and Conciliation Act 1996 (as amended from time to time). The place of arbitration shall be Lucknow, India. Such arbitration shall be conducted in confidence and in English language.
- c. Parties agree that the right and obligations under this MoU shall remain in full force and effect during any dispute resolution period pending the final order under this section.

4.8 Indemnity

This MoU does not contemplate or provide for the exchange of any funds/money between the Parties. Therefore, save and except for fraud and/or gross-negligence, breach of IP/Data Privacy and Protection/Confidentiality clauses herein, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MoU. For any third-party claims, each Party shall bear all the liability and/or expenses of dealing with such third-party claims. Any third-party claims and/or



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damages against a Party, which is caused due to the other Party, shall be indemnified by the Party who caused such claims/damages.

4.9 Representations and Warranties

- a. Each Party hereby represents and warrants that the use of IP made available or contributed by it does not violate the IP rights of any third party.
- b. Each Party has all requisite power and authority to enter into this MoU and the execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it.

4.10 Governance and Review of the Programme

Foundation's authorized person and Partner's authorized person will enable the rollout of the Programme. They will interact periodically as agreed between the Parties to track rollout and address any issues. A panel consisting of Foundation's and Partner's senior management will review the progress/outcomes and enable course correction as required during the Programme's duration. The Programme will be monitored for its progress and feedback via surveys and measure outcomes as agreed between the Parties.

4.11 Notice

Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications by giving to the other Party not less than 10 days prior written notice.

4.12 Miscellaneous

- a. **Entire MoU:** This MoU constitutes the entire understanding of the Parties with respect to the Programme and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties. The Annexures attached to this MoU shall form part and parcel of this MoU.
 - b. **Amendment:** This MoU shall not be amended, changed, modified in whole or in part except by an instrument in writing signed by both the Parties hereto.
 - c. **Non-exclusive:** This MoU shall be non-exclusive, and Parties are free to enter into similar arrangements with other third parties, without any conflict of interest.
 - d. **Parties' Relationship:** Nothing in this MoU shall be construed as creating a relationship of Partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party has the power or authority to speak for or assume any obligation on behalf of the other Party.
 - e. **Brand Protection:** Parties may use other Party's brand materials including the name, logo etc. during the course of this Programme on prior written approval from the other Party. This MoU does not automatically include co-branding, co-certification or marketing of Programmes and decisions regarding such matters
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would be on a case-by-case basis mutually agreed between the Parties in writing.

- f. **Counterparts:** This MoU may be executed in two counterparts each of which when so executed and delivered in the English language shall be an original, but all of which shall together constitute one and same instrument.

IN WITNESS WHEREOF the Parties have agreed to execute this MoU as on the date mentioned hereinabove.


For and on behalf of the Foundation
Name: Sunil Dahiya
Designation: EVP




For and on behalf of the Partner
Name: Shri. M. Devaraj
Designation: Principal Secretary,
Department of Technical Education, Vocational
Education, Skill Development and
Entrepreneurship, Government of Uttar Pradesh
(एम० देवराज)

प्रमुख सचिव
प्राविधिक शिक्षा, व्यावसायिक शिक्षा,
कौशल विकास और उद्यमशीलता विभाग,
उत्तर प्रदेश शासन