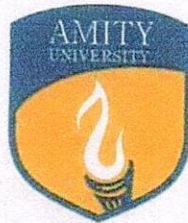


MEMORANDUM OF UNDERSTANDING

Between

**AMITY UNIVERSITY MADHYA PRADESH
GWALIOR**



And

TATA CLASSEGE



Confidential

This Memorandum of Understanding (hereinafter referred to as 'MOU') is made on the Second Day of March 2022 :

AMITY UNIVERSITY MADHYA PRADESH, GWALIOR, an institution established by the Ritnand Balved Education Foundation (RBEF), New Delhi, and Madhya Pradesh Government Legislature Act No. 27 of 2010 of Government of Madhya Pradesh, and recognized as per Section 2(f) of the UGC Act, located at Maharajpura, Gwalior, 474005 (hereinafter referred to as "AUMP");

and

TATA CLASSEdge, a division of Tata Industries Limited, a company registered under the Indian Companies Act of 1913 having its principal place of business at Datamatics Business Solutions, 3rd Floor, Plot No A-16-17, Part B Cross Lane, MIDC, Andheri (E), Mumbai-400093 (hereinafter referred to as "TCE").

The understanding between the above parties, collectively referred to as the "Parties" and individually as a "Party", are as follows: -

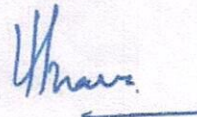
1. Purpose:

- 1.1 This MOU is intended to establish the framework for understanding and cooperation between the Parties in educational related activities or academic engagements that will be of mutual benefit to staff and students of both Parties, and in respect to the sharing of expertise, knowledge and information.
- 1.2 The strategic intent of this partnership is to achieve the following:
 - (a) Establish strong Industry-academia collaboration between AUMP and TCE.
 - (b) Enrich students' learning through immersive authentic synchronous and asynchronous learning activities.
 - (c) Expose students to different upcoming technologies through interactions with TCE Mentors thereby preparing students to be 'Technology Ready'.
 - (d) To recognize and reward, worthy contributions to Technology and TCE

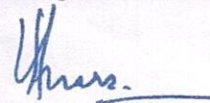
2. Scope:

2.1 Both Parties intend to develop academic collaborations in the following:

- (a) TCE and AUMP to collaborate in setting up "Center of Excellence" (COE) within the campus premises of Amity University Madhya Pradesh.



- (b) The COE will be run by AUMP Faculties and shortlisted B-Tech / and M-Tech Amity University Madhya Pradesh students will work on latest and upcoming technologies through interaction with TCE mentors.
- (c) The COE will be governed and managed under the directions of TCE mentors.
- (d) AUMP to provide dedicated Space along with 1 Computer Lab with 30 PCs within its campus premises to TCE for establishing COE at NO COST.
- (e) AUMP to serve as Academic Partner for TCE, where TCE will define the skills sets they require for campus hiring. The skill requirements for creating COE will be shared with AUMP by TCE so that a separate batch can be incorporated for extra lectures where interested students can participate.
- (f) In order to train the students TCE to set up an Incubation Center within the premises of AUMP where TCE shall first train the faculties on the skill requirements.
- (g) The AUMP students will then be given hands-on learning through various projects as will be assigned to the program duration. The students will be trained on these skill sets along with the live projects recommended by TCE. At the end of 6 months TCE will conduct campus selection for these students with an assurance to pick up at 50% of the students, on passing the eligibility exam at TCE.
- (h) AUMP to earmark and allocate 2-3 dedicated faculties who will work as mentors for the new hires at in the Technical Design Department of TCE. The mentoring period for these new hires will be for a period of 1 year.
- (h) TCE to make development plan for the new hires and the dedicated mentors of AUMP to monitor the progress of the new hires against the same while keeping TCE in loop at all levels.
- (i) TCE to share with AUMP its detailed Training Module along with Pedagogy and Training Schedule for successfully running the program in the campus of AUMP
- (j) Exchange of faculty and staff for the purpose of staff development, planning and handling of academic programs, organization of seminars and conferences, including the sharing of mutual experiences in teaching, research, and industrial practice, where applicable will be done at the discretion of AUMP keeping TCE informed on the changes as applicable
- (k) TCE will enable students and staff of AUMP to undertake joint research and innovation projects and to participate in knowledge exchange and undertake jointly funded projects or symposia.



(l) TCE to reward and recognize the efforts of these dedicated faculty mentors from AUMP in the form of Honorarium and Certificates which will be as per the policy of TCE.

(m) This will be a Pilot Project at AUMP Campus where AUMP will exclusively associate with TCE only. Basis the success of the COE, AUMP will then plan to collaborate with TCE at PAN INDIA Level.

2.2 The proposed development will be subject to the relevant quality assurance arrangements of both Parties. Due to the current uncertainty in travel, these engagements are slated to start virtually and can proceed to on-site engagements when the opportune time arises.

2.3 Both Parties shall endeavor to ensure that there is adequate contact, communication, and exchange of information to enhance their mutual understanding.

3. Term:

3.1 The Effective Date ("Effective Date") of this MOU shall be 02nd March 22. Unless otherwise terminated, this MOU shall be valid for a period of one (1) year from the Effective Date of this MOU.

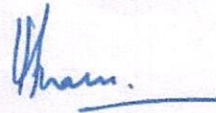
3.2 This MOU may be terminated by either Party by giving thirty (30) days prior notice in writing to the other Party.

4. Cost: Both the Parties agree that the scope of work stated in this MOU shall be executed by both Parties at no cost to them.

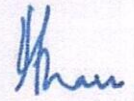
5. Indemnity: Parties shall indemnify and hold each other and its affiliates and their respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, demands, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or resulting from the (i) actual infringement of any patent, trademark, copyright, trade secret or other intellectual property right; (ii) and actual or threatened breach of any confidentiality obligations in connection with the services rendered pursuant to this MOU.

6. Limitation of Liability: Neither Party shall be liable, under any circumstances, to special, incidental or consequential damages of any kind whatsoever arising out of this MOU.

Each Party's liability towards breach of Intellectual Property Rights, Confidentiality and Indemnity obligations shall be absolute and without and limitation on such liability.

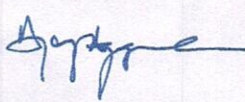
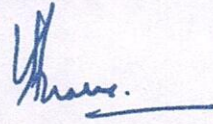


7. Intellectual Property Rights (IPR): For the purpose of this MOU, IPR means all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright, database right, unregistered design right, trade names, business names, rights in the software, domain names, know-how and any other intellectual property right in each and every part of the world together with all applications, renewals, and extensions. All IPR, proprietary rights, authorship rights and all other rights of whatsoever nature that is owned and belongs to the Party in whatever form or medium shall vest in and shall remain vested with that Party perpetually.
8. Confidentiality, Anti-Bribery & Tata Code of Conduct:
- 8.1. The Parties agree not to use or divulge or communicate to any person (other than to the employees who have a need to know) any confidential information concerning the business or affairs of the other Party or the customer of which a Party may become aware during the course of this engagement/relationship and will use reasonable endeavors to prevent the unauthorized publication or disclosure of any such information. These restrictions will not apply to the Parties where it is required by law, or by a regulatory authority with whose requirements a Party is bound to comply to disclose such information or where it properly enters the public domain. Where it is required by law or by the requirement of a regulatory authority to disclose confidential information the Party who is required to make such disclosures shall inform the other Party of such requirement prior to disclosing the information so that necessary steps can be taken by that other Party to protect the confidential information.
- 8.2. The Parties shall not make or offer to make any payment or gift directly or indirectly to any employee, officer or representative of any government, political party or candidate for political office under circumstances in which such payment could constitute a bribe, kickback or illegal payment under the Prevention of Corruption Act 1988 or any other applicable law. Without limiting the generality of the foregoing, the Parties further represents and warrants that under no circumstances, shall it make, cause or authorize any third party to make or cause any bribes, kickbacks, or illegal payments for the purpose of influencing a person's acts or decisions or in order to obtain or retain business in connection with the materials and/or services provided/received hereunder. Parties agree to comply with all applicable anti-bribery laws including but not limited to the Prevention of Corruption Act 1988 and further agrees that any failure by the Parties to comply with the provisions of this Section shall constitute an incurable breach of this MOU for the purposes of terminating this MOU.
- 8.3. AUMP agrees to abide by the TATA Code of Conduct. TATA Code of Conduct can be accessed at <https://www.tata.com/about-us/tata-code-of-conduct>.
- 8.4. The provisions of this Clause survive termination of the MOU for a period of two years or until as mutually agreed by the Parties.
9. Governing Law & Jurisdiction: This MOU shall be interpreted and construed in accordance with the laws of the Republic of India. All disputes arising out of this MOU which the parties fail to resolve amicably through mutual discussions (if mutual discussions fail) shall be subject to the exclusive jurisdiction of the Courts at Mumbai.



10. General:

- a) This MOU constitutes the entire arrangement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications and documents etc. executed between the Parties. This MOU shall not be modified or amended except in writing and signed on behalf of the Parties by their respective duly authorized representatives.
- b) This MOU is not intended to create a relationship such as a partnership, franchise, joint venture, or agency.
- c) Any waiver of any term or condition of this MOU shall not be deemed or construed to be a waiver of such term of condition for the future, or any subsequent breach thereof.
- d) All notices (including address change notices) will be in writing and will be sent to the address given at the beginning of this MOU addressing it to the signatory of this MOU.
- e) AUMP cannot assign or otherwise transfer its rights and obligations under this MOU to anyone without the prior written consent of TCE. TCE may assign its rights and obligations under this Agreement to any third parties including Tata Group Companies.
- f) The clauses pertaining to Confidentiality, Limitation of Liability, Indemnification, Intellectual Property shall survive the expiry or termination of this MOU. Signed copies of this MOU, its addendums, will legally bind the Parties to the same extent as original documents.
- g) Each Party agrees that it has carefully reviewed the terms and conditions of this MOU, has understood the terms and their interpretations, and voluntarily agrees to accept each and every provision of this MOU.
- h) No Party to this MOU shall make any public announcement or any press release regarding this MOU or this engagement without the prior written consent of the other Party.

| FOR [TCE] | FOR [AUMP] |
|--|---|
| SIGNATURE:  | SIGNATURE:  |
| NAME: AJAY AGGARWAL | NAME: Lt Gen VK Sharma, AVSM |
| DESIGNATION: CHIEF FINANCIAL OFFICER | DESIGNATION: Vice Chancellor |