



தமிழ்நாடு தமிலநாடு TAMIL NADU

17 NOV 2023

DIYA EDULABS PRIVATE LIMITED

25AC 801770
K.R.V. RAJES KUMAR
STAMP VENDOR

L No: 54/B3/2000
Shop No: 27, TNHB Shopping Complex,
Thirumangalam, Chennai - 600 101.

MEMORANDUM OF UNDERSTANDING

This Agreement for Tech Courses and Engagement, hereinafter referred as "The Agreement" is made and entered into on 8th January 2024, hereinafter referred as "effective date" at Chennai, Tamil Nadu

By and Between

St Joseph's College of Arts and Science for Women, having its registered office at, PRX4+8XJ, Gandhi Nagar Road, Mookondapalli, Hosur, Tamilnadu-635126 by Dr. Sr. Dona Grace Jeyaseely, its Secretary, hereinafter referred to as "The Institution" which expression, unless repugnant to the context or meaning thereof, shall mean and include the Board of Directors as constituted from time to time, and its successors in interest, executors, legal representatives, administrators and assignees.

And

DIYA EduLabs Private Limited (PAN: AAGCD765K) having its office at, at, Plot 237, Ambica street Golden George Nagar, Nerkundram, Mogappair East, Chennai, Tamil Nadu 600107, represented by Mr. Udhay Shankar Polavaram, its Founder, Managing Director, hereinafter referred to as "The Training Partner" which expression, unless repugnant to the context or meaning thereof, shall

For DIYA EduLabs Pvt Ltd.

[Signature of Dr. Sr. Dona Grace Jeyaseely]

[Signature of Mr. Udhay Shankar Polavaram]

Director

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HOSUR-635126

[Signature of Mr. Udhay Shankar Polavaram]

Director

mean and include its successors in interest, executors, legal representatives, administrators and assignors.

The Institution and the Training Partner, wherever the context so admits and requires, shall hereinafter be individually referred to as "Party" and collectively referred to as "Parties"

- A. **WHEREAS** The Institution engaged is one of the pioneer education institutions in India accorded with high accreditations with national and international bodies.
- B. **WHEREAS** the Training Partner has expertise in the area of providing Robotics, AI, IoT, 3D Printing, Industrial Automation, AR-VR, Cyber Security and Data Analytics education, offering a variety of co-curricular programs, CoE setups and workshops with a structured curriculum for students.
- C. **WHEREAS** the Training Partner will be conducting robotics education services to the students across all semesters.
- D. **WHEREAS** this agreement enables the Institution for the arrangement of the training provider's activities such as giving training in Robotics and Coding to the students.
- E. **WHEREAS** both the parties have represented to each other that they are legally competent to enter into this agreement and are duly authorized by their respective constituent documents / bye-laws in the regard.

Accordingly, both the Parties hereto out of their free will, in exchange of various valuable considerations and covenants contained hereinafter, desirous of reducing to writing the terms & conditions of such an association, their part of duties, responsibilities and work etc. as also their rights hereunder, record and agree to be bound by the following terms and conditions: -

Responsibility of The Training Partner

1. The Training Partner agrees to provide paid workshops/ semester-long co-curricular programs/ any special programs jointly envisioned to the students, relating to Robotics and Coding education and issue Program Certificates to the students.
2. The Training Partner agrees to provide training lesson plan to The Institution. The Institution agrees to provide a schedule for the sessions before commencement of the program, that is mutually acceptable.
3. The Training Partner agrees to record the attendance relating to incoming and outgoing of the trainers of the Training Partner by way of attendance register available at the Associated Institutions.
4. DIYA's mentor will be present during the days and time of the sessions planned.
5. Computer Lab provided by the Institution should have Projector, speakers, mike, white board and accessories. Internet has to be provided to all the systems. Robotic kits are purchased and maintained by the Institution.
6. In event of any complimentary offerings, DIYA shall keep the institution notified of the same, so that the students can benefit from the same.


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For DIYA EduLabs Pvt Ltd.



Director

7. DIYA and the Institution can jointly work on industrial projects based on mutual acceptance. The cost of materials would have to be borne by the Institution. Any other expenses or revenue sharing can be discussed on case to case basis.
8. DIYA shall share the list of internship and job opportunities with the Institution.

Responsibility of The Institution

1. The Institution shall make use of DIYA's expertise where ever required in terms of conducting short-term and long-term courses.
2. The Institution shall ensure provision of the infrastructure as per the requirements of DIYA with regards to computers, projector, internet and other items. DIYA shall share the list of requirements with the Institution prior to each engagement.
3. The Institution agrees to complete the paperwork for DIYA in terms of the programs being delivered and support in terms of testimonials and photos of the program.
4. The Institution shall at their own discretion choose to work with DIYA on any of the complimentary offerings, which DIYA may announce from time to time.
5. The Institution may approach DIYA for support with any industrial projects they are taking up and DIYA at its discretion will choose to engage with the Institution on the same. The monetary consideration for the same will be agreed mutually on mail.
6. The Institution will share suitable candidate profiles with DIYA based on the internship and full-time roles available with DIYA.

CONFIDENTIALITY:

Both the Parties will protect the Confidential Information which may be received by a Party in pursuance of this MOU and keep confidentiality of the same with the same degree of care as each Party would take in respect of its own confidential information. The Parties will use such confidential information only to serve the purpose for which it was intended and furnished to the other Party. The obligation of confidentiality under this MOU will continue for five (5) years from the date of expiration or prior termination of this MOU.

Provided that the obligation of confidentiality will not be applicable where —

- i. Disclosure of such information is required by law, rules or regulations, or
- ii. It is known by the concerned Party without restriction prior to disclosure under this MOU; or
- iii. It is disclosed to the concerned Party by a third party without an obligation of confidentiality; or
- iv. It is available to the public through no fault of the concerned Party; or


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- v. It is independently developed by the concerned Party without knowledge or use of the confidential information disclosed to it under this MOU.

Counterparts:

This agreement is being executed in duplicate and the Training Partner and Company shall retain one copy each. All the two copies shall constitute the original and have equal authenticity in their effect.

Chennai Jurisdiction:

Arbitration: The parties will attempt to settle any dispute arising out of this Agreement and its enforcement or interpretation except as provided in this agreement, by friendly consultation, provided, however that either party may at any time elect or submit the dispute, except as provided herein, to arbitration which shall be binding upon the parties hereto. The language of the arbitration proceedings shall be English. The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modifications thereof. The decision of the Sole Arbitrator shall be final and binding on the Parties. The venue of the Arbitration shall be Chennai.

AMENDMENTS

This MOU shall constitute the entire understanding between the parties and supersede all prior or contemporaneous communications. All amendments to the MOU shall be in writing, duly signed by the parties to this MOU.

TERMINATION OF MoU

- i) This MoU may be terminated by either of the Parties with sixty (60) days of the notice in this behalf having been served on it by the other Party.
- ii) In addition to the reasons for termination as set forth above, this MoU may be terminated forthwith if either of the Parties voluntarily or involuntarily enters into bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed.

NOTICES

- i) All notices and other communications required to be served on COLLEGE NAME and DIYA EduLabs Pvt Ltd under the terms of this MoU, shall be considered duly served if the same is delivered by way of registered post, courier service, personal delivery, fax or through electronic mail to the Party at its last known address of business.



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For DIYA EduLabs Pvt Ltd.




Director

ii) All notices shall be deemed to have been validly given on (a) the expiry of seven days after posting if sent by registered post, or (b) the business date of receipt, if sent by courier. In case of an electronic mail, the notice shall be considered to be delivered on the date of receipt of such mail.

FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, lockouts, Epidemics, Riots, Civil Commotions, etc., provided on the occurrence and cessation of any such event, the affected Party thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.


FOR St Joseph's College of Arts and Science for Women

SECRETARY
ST. JOSEPH'S COLLEGE OF ARTS & SCIENCE
'SIPCOT'
HOSUR-635126

WITNESS


1.


PRINCIPAL
ST. JOSEPH'S COLLEGE OF ARTS
& SCIENCE FOR WOMEN,
Mookandapalli. Sipcot
HOSUR 635126

FOR DIYA EduLabs Pvt Ltd.

WITNESS

1.


ANISH H. J. MOTEKAR
RED - HEAD.
DIYA LABS.