



தமிழ்நாடு தமில்நாடு TAMILNADU

CG 164757

R. Baithu

1.2.22 MASTER Group of Institutions

MEMORANDUM OF UNDERSTANDING

R. பவித்ரா

முத்திரைத்தாள் விற்பனை

உரிமம் எண்: 1/2015/மா.ப.அ./

செய்யபுரம்

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the THIRD DAY OF FEBRUARY- TWO THOUSAND AND TWENTY- TWO (03/02/2022),

By and between


MASTeR GROUP OF INSTITUTIONS, Trichy-Chennai Trunk Road, Siruganur, Tiruchirapalli -621 105, Tamil Nadu, India with GSTIN NO:33AAETM5987A1ZK THE FIRST PARTY represented herein by its Dr.B.MURUGANANTHAM – REGISTRAR (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).

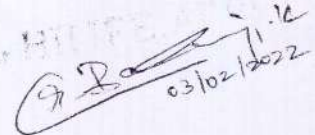
AND

HILIFE.AI, Pvt Ltd., Trichy, Tamil Nadu 620021. THE SECOND PARTY, and represented herein by its director, Mr. Shree Balaji, (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") as


REGISTRAR
MASTeR Group of Institutions
Siruganur, Trichy-621 105


DIRECTOR
M.A.M. B-SCHOOL
Siruganur, Trichy-621 105


03/02/2022

WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) **MASTeR GROUP OF INSTITUTIONS**
- 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, Placement and Internship.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – **HILIFE.AI, Pvt Ltd., Trichy** – the Second Party is engaged in Software services, Skill Development, and Placement in the fields.

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

CLAUSE 1

CO-OPERATION

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.

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.

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.



[Signature]

REGISTRAR

**MASTeR Group of Institutions
Siruganur, Trichy-621 105**

[Signature]
For **HILIFE.AI, LTD**
23/02/2021

CLAUSE 2

SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of insurance and Banking sector. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills, knowledge and Placement opportunity.

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 scenario meaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the developments / requirements; 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 (Internship) 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 Internship / Workshops / Company Sites for the hands-on training of the learners enrolled with the First Party.

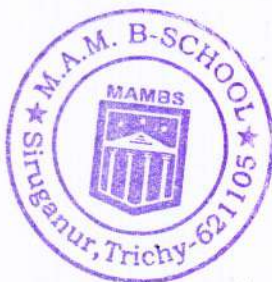
Skill Development Programs: Second Party to train the students of First Party on the emerging needs in order to bridge the skill gap and make them industry ready.

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.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 10% of the students. The Second Party will itself absorb at least 15 percentages of the trained students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

There is no financial commitment on the part of the Master GROUP OF INSTITUTIONS the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



Balhome
3/2/22

REGISTRAR
MASTeR Group of Institutions
Siruganur, Trichy-621 105

93/02/2022

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, copyrights and designs) of the other Party.

CLAUSE 4

VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **HILIFE.AI, Pvt Ltd., Trichy**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. The Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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.

[Signature]
3/2/22

First Party

REGISTRAR

MASTeR Group of Institutions

Siruganur, Trichy-621 105

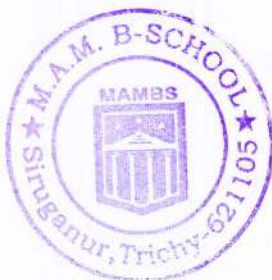
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance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

[Signature]
3/2/22

REGISTRAR

MASTeR Group of Institutions

Siruganur, Trichy-621 105



For **HILIFE.AI PVT LTD**

[Signature]
03/02/2022
Second Party
DIRECTOR

For **HILIFE.AI PVT LTD**
[Signature]
03/02/2022
DIRECTOR

AGREED:

For **MASTeR GROUP OF INSTITUTIONS**

For **HILIFE.AI PRIVATE LIMITED,**

B. B. Han
3/2/22
Authorized Signatory

For **HILIFE.AI PVT LTD**
B. B. Han
03/02/2022
Authorized Signatory

REGISTRAR

MASTeR Group of Institutions

MASTeR GROUP OF INSTITUTIONS	HILIFE.AI PRIVATE LIMITED, Trichy
Sirganur, Tiruchirapalli-621 105, Tamil Nadu-India	N0-17, West Part, Nethaji Street Sankar Nagar, SBIO Road, Airport, Trichy Tamilnadu, India, 620021.
GSTIN NO.33AETM6987A1ZK	TAN NO : CHEH07547B
registrar@mastergroup.org.in	shreebalaji@hilifeai.com
https://www.mamcet.com/	https://www.hilifeai.com/

DATE: 03.02.2022



B. B. Han
3/2/22
REGISTRAR
MASTeR Group of Institutions
Sirganur, Trichy-621 105

For **HILIFE.AI PVT LTD**
B. B. Han
03/02/2022
DIRECTOR



MASTeR
GROUP OF
INSTITUTIONS

Memorandum of Understanding

This memorandum of understanding is between two parties,

Party 1: Languify Pvt. Ltd.

Party 2 : MASTeR Group of Institutions

This Memorandum of Understanding (MoU) sets for the terms and understanding between The Party 1 and Party 2 to work together at various points and help in resulting fruitful collaboration.

As part of the collaboration, **Party 1** shall undertake the following activities:

1. Provide Languify to the students enrolling in the launch program for free.
2. Priority recruitment opportunity to be offered to the other party's students.
3. Access to Languify's webinars and AMA sessions to the other party's students.
4. Providing sponsorship (in the form of Languify's subscription for free to the participants) in the other party's future events.
5. Feature Party 2's events through party 1's social media pages and campaign to increase the reach by making party 2 syndicate partner and featuring logo on Party 1 website.

As part of the collaboration, **Party 2** shall undertake the following activities:

1. Registration of 250 members in the launch program. (Can extend and register more numbers in future)
2. Online promotion of other party's recruitment campaigns and product launch campaigns. (At Least 2 stories, 1 post and WhatsApp shares)
3. Introduce Party 1 to 3 other NGO's or colleges with whom it can do a similar partnership.

Clause: In the case of any dispute to any aspect of academic cooperation, it will be jointly resolved in the spirit of independence, mutual respect and shared responsibility.

Dr. B. Muruganantham
Registrar,
MASTeR Group of Institutions



DIRECTOR
M.A.M. B-SCHOOL
Siruganur, Trichy-621105

Lokap Sahu
Founder, CEO
Languify Pvt. Ltd.

**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN

MASTeR



**GROUP OF
INSTITUTIONS**

**MASTeR GROUP OF INSTITUTIONS
Tiruchirappalli -621 105**

&

**AGEAS FEDERAL LIFE INSURANCE CO
LTD
ERODE**

ageasFEDERAL
LIFE INSURANCE

FOR

**SKILL DEVELOPMENT, INTERNSHIP,
PLACEMENT AND RELATED SERVICES**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the FIFTH DAY OF OCTOBER- TWO THOUSAND AND TWENTY- ONE (05/10/2021), by and between

MASTeR GROUP OF INSTITUTIONS, Trichy-Chennai Trunk Road, Siruganur, Tiruchirapalli -621 105, Tamil Nadu, India with GSTIN NO:33AAETM5987A1ZK THE FIRST PARTY represented herein by its **Dr.B.MURUGANANTHAM – REGISTRAR** (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

Ageas Federal Life Insurance Co Ltd, Thirunagar Colony, Erode, Tamil Nadu 638003 THE SECOND PARTY, and represented hereinby its Branch Head, **Mr.V.KANNAN**, (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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) **MASTeR GROUP OF INSTITUTIONS**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provideeach of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within areaof Skill Based Training, Education, Placement and Internship.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – **Ageas Federal Life Insurance Co Ltd (Erode Branch)** – , the Second Party is engaged in Insurance , Skill Development, Education and Placement in the fields.
- F) – **Ageas Federal Life Insurance Co Ltd, Thirunagar Colony, Erode, Tamil Nadu 638003** – , the Second Party is promoted by **IDBI Federal Life**

Insurance Co Ltd.;22 nd Floor, A Wing, Marathon Futurex, N. M. Joshi Marg,
Lower Parel (East), Mumbai 400013, India. IRDAI Registration No. 135, 19 th
Dec, 07.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET
FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE1
CO-OPERATION**

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.

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 needsof the industry, the Second Party.

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

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of insurance and Banking sector. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills, knowledge and Placement opportunity.

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 scenario meaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight into the developments / requirements; 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 (Internship) 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 Internship / Workshops / Company Sites for the hands-on training of the learners enrolled with the First Party.

Skill Development Programs: Second Party to train the students of First Party on the emerging needs in order to bridge the skill gap and make them industry ready.

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Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the MASTER GROUP OF INSTITUTIONS the First Party to take up any programme 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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Ageas Federal Life Insurance Co Ltd (Erode Branch)**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **IDBI Federal Life Insurance Co Ltd**, 22 nd Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel (East), Mumbai 400013, India. IRDAI Registration No. 135, 19 th Dec, 07., the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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.



Memorandum of Understanding

This Memorandum of Understanding is made at Pune on **25th October, 2021**

BETWEEN

M.A.M.B-SCHOOL, located at Siruganur, Tiruchirappalli, Tamil Nadu 621105 hereinafter referred to as "M.A.M.B.S" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**,

AND

GTT Foundation a Non-Profit Organization registered having its registered office at 10, Talera Park, Kalyani Nagar, Pune-411014 hereinafter referred to as "GTTF" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**

WHEREAS:

1. **M.A.M.B-SCHOOL** is an educational institution that offers education in various fields of Arts, Science & Commerce and it is affiliated to Anna University
2. **GTT Foundation** is engaged in the field of education & employability domain that provides training to the students as part of their CSR activity
3. **M.A.M.B-SCHOOL** is willing to enter into a Memorandum of Understanding (MOU) with **GTTF** for the skills enhancement training program through the technology platform or other face to face initiatives.

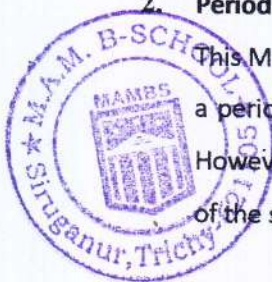
NOW IT IS HEREBY/AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Objective:

The objective of this MOU is to enable students of **M.A.M.B.S** access resources that would enhance their employability.

2. Period of MOU:

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of **Two year** from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.



DIRECTOR
M.A.M. B-SCHOOL
Siruganur, Trichy-621105

GTT Foundation
10, Talera Park, Kalyani Nagar, Pune-411014

3. Roles & Responsibilities of the M.A.M.B.S:

- a. M.A.M.B.S shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. M.A.M.B.S shall share in their letterhead the details of the students who will attend the aforesaid training program with GTTF like name, email ID, contact details, Name of the Company in which Candidate is placed(current Company), qualification (along with the year of completion/pursuing) and other documents as per GTTF training requirements..
- c. It would be the responsibility of the M.A.M.B.S to ensure that proper publicity is made through M.A.M.B.S website.
- d. To encourage the Students to register for the Program by informing them about the benefits of the program
- e. M.A.M.B.S to refrain conducting any of their training or call with the students when GTTF training is going on.
- f. It would be their responsibility to ensure that all their students adhere to training schedule.
- g. To provide all the support services and facilities to **GTTF** during the conduct of the said Training Program.
- h. To coordinate with GTTF and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by GTTF, as per schedule communicated by GTTF.
- i. To provide the placement details of the students who have undergone the aforesaid training.

4. Roles & Responsibilities of GTT:

- a. GTTF shall be responsible to provide access to employability enhancement related activities through blended learning model.
- b. GTTF will arrange for assessment of its own and also arrange external assessment as required.

5. Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. Program Coordinator to be appointed by M.A.M.B.S
- c. TPO's active support and participation is required for smooth & efficient conduct of the program.



GTT Foundation
10, Talera Park, Kalyani Nagar, Pune-411014

- d. M.A.M.B.S shall not write/publish any material or use any logos/names of GTTF/ in any of the publications without prior written consent and approval from GTTF.

6. Commercial:

This skills enhancement **training program** is free of cost. GTT shall not charge any fees on whatsoever account/name from the students or M.A.M.B.S for conducting the aforesaid training program.

7. Certification:

Certificates shall be awarded by GTTF to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

8. Limitations and Warranties :

Both parties agree that it would be their endeavor to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

9. Termination:

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their professional endeavor that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

10. Entirety & Amendment:

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed



same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

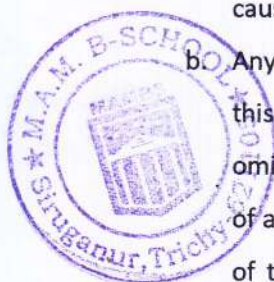
12. Confidential Information:

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is in consequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- d. M.A.M.B.S agrees not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

13. Force Majeure:

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its



obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

14. Non-Solicitation:

M.A.M.B.S agrees that during the term of this Agreement and for a period of two (2) years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of GTTF

15. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties here to, the courts in Pune alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Pune, Maharashtra.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For M.A.M.B.S




(Authorized Signatory)

Name: Dr.M.HEMALATHA

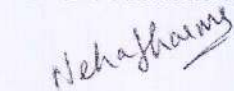
Designation: DIRECTOR

Place: Tiruchirappalli

Date: 09.04.2022

Seal:  Dr. M. Hemalatha, MBA., Ph.D (NITT)
Professor & Director
M.A.M. B School
Siruganur, Tiruchirappalli-621 105.
Mob: 8220727888. www.mambs.com

For GTT Foundation



(Authorized Signatory)

Name: Neha Sharma

Designation: Company Secretary

Place: Pune

Date: 25/10/2021

Seal:



GTT Foundation

10, Talera Park, Kalyani Nagar, Pune-411014

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**MASTeR GROUP OF INSTITUTIONS
Tiruchirapalli -621 105**


&

**Kyyba India Pvt. Limited
CHENNAI**

FOR

PLACEMENT RELATED SERVICES




**DIRECTOR
M.A.M. B-SCHOOL
Siruganur, Trichy-621105**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Twenty Ninth DAY OF NOVEMBER- TWO THOUSAND AND TWENTY ONE (29/11/2021), by and between

MASTeR GROUP OF INSTITUTIONS, Trichy-Chennai Trunk Road, Siruganur, Tiruchirapalli -621 105, Tamil Nadu, India with GSTIN NO:33AAETM5987A1ZK THE FIRST PARTY represented herein by its **Dr.B.MURUGANANTHAM – REGISTRAR** (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

Kyyba India Pvt. Limited, located at DLF IT/ITES Special Economic Zone, Sivaji Gardens, Moonlight Stop, Nandambakkam Post, Mount Poonamallee Rd, Chennai, 600089 THE SECOND PARTY, and represented herein by its Delivery Head, **Mr.Sai Rajagopal Varadharajan**, (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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **MASTeR GROUP OF INSTITUTIONS**
- 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, Placement and Internship.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – **Kyyba India Pvt. Limited** – , the Second Party is engaged in **Software development and Digital Transformation.**



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

CLAUSE 1 CO-OPERATION

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

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that may be relevant to secure additional opportunities for one another.

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.

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

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of insurance and Banking sector. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills, knowledge and Placement opportunity.

Industrial Training & Visits: Industry and Institution interaction will give an insight to the developments / requirements; 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 (Internship) 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 Internship / Workshops / Company Sites for the hands-on training of the learners enrolled with the First Party.



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.

Placement of Students: Second Party will actively engage to conduct placement interviews and employ selected students into their organization under second party's campus placement programme.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the MASTER GROUP OF INSTITUTIONS the First Party to take up any programme 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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party, as the case may be, will take effective steps for implementation of this MOU.

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.

First Party

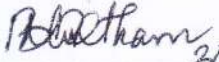
Second Party

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 **COIMBATORE**.

AGREED:


For **MASTER GROUP OF INSTITUTIONS**

For **Kyyba India Pvt. Limited**


30/11/21

Authorized Signatory

REGISTRAR


Sai Rajagopal Varadharajan

Authorized Signatory

MASTER Group of Institutions

MASTER GROUP OF INSTITUTIONS	Kyyba India Pvt. Limited
Sirganur, Tiruchirapalli-621 105, Tamil Nadu-India	7h Block, DLF IT/ITES Special Economic Zone, Sivaji Gardens, Moonlight Stop, Nandambakkam Post, Mount Poonamallee Rd, Chennai, 600089
GSTIN NO.33AETM6987A1ZK	Contact Details: Sai Rajagopal Varadharajan
registrar@mastergroup.org.in	E-mails: sair@kyyba.com
https://www.mamcet.com/	Web: www.kyybatech.com





தமிழ்நாடு தமில்நாடு TAMIL NADU

94AB 301238

MASTER Group of Institution
Siruganur.

D.கார்த்திக்

முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண்: 38/2021/TRY
பரிசீலிப்பு: சி.சு.சி.

Memorandum of Understanding (MOU)

Agreement

Under the National Skill Qualification Framework (NSQF) of the All India Council for Technical Education (AICTE)

This Agreement is entered into and executed on this 7/10/21 at
MASTER Group of Institutions.

BY AND BETWEEN

MASTER Group of Institutions, Trichy Chennai Trunk Road, Tiruchirapalli 621 105. FIRST PART.

AND

WiseTech Source PVT.LTD, Guindy, Chennai a company registered under the company Act 1956, the SECOND PART.

07/10/21

REGISTRAR

MASTER Group of Institutions
Siruganur, Trichy-621 105

DIRECTOR
M.A.M. B-SCHOOL
Siruganur, Trichy-621105

For WISETECH SOURCE PVT. LTD.

Founder & CEO

WHEREAS, the All-India Council for Technical Education has initiated a scheme to provide competency-based skills under the National Skill Qualification Framework (NSQF)

WHEREAS, in terms of the said scheme launched by All India Council for Technical Education, AICTE has extended invitations to various Institutions/ Organizations to join as Vocational Educational Institutions to provide education components and Skill Knowledge Providers (SKP) to provide Competency Based Skills.

WHEREAS the Second Party has expressed its keen interest to join and Partner with **MASTeR Group of Institutions** in providing competency based skills through its Offshore Development Center (ODC) which shall act as Skill Knowledge Provider for the purpose of training & enhancing the young graduates programming skills as per the industry needs.

WHEREAS Both parties have held discussions and agreed for collaboration for conducting Technology development Programme(s), whereby **MASTeR Group of Institutions** will impart and award credits for the "Academic content" of the Curriculum and **WiseTech Source PVT.LTD** will provide skill training through its Offshore Development Centre(ODC) and will impart and award credits for such 'Skill oriented training' on their **Software Development Technologies** for the eligible and registered students as detailed in **Annexure 1**.

THEREFORE, both the parties hereby agree to the following terms and conditions:

1. The Second Party shall act and perform the role of Skill Knowledge Provider to provide hands on skill training in specific Services as mentioned in the **Annexure 1**.

2. The Second Party agrees and undertakes that it shall perform following functions:

- ✓ Announce the schedule of services for the Calendar year.
- ✓ Conduct Assessments & evaluate the student
- ✓ Enroll / Register eligible students for the services mentioned in Annexure 1.
- ✓ Conduct the Technology training for eligible students
- ✓ Letter of Participation for eligible students.

The Second Party shall register students for evaluating their technology Skill Modules, who have acquired skills on their own.

3. Service Responsibilities:

The below mentioned service responsibilities will be offered as per the description of services described in **Annexure 1**.

- **Center of Excellence (COE):** The First Party will provide its Labs / Workshops for the hands-on training of the learners enrolled with them. The Second Party will train the students of the First Party on the emerging IT technologies to the eligible students in order to bridge the skill gap and make them industry ready.

Internships and Placement of Students (IP): Second Party will actively engage to assist the delivery of the Internship and placement of students of the First Party into



Prithvi
07/10/21
REGISTRAR
MASTeR Group of Institutions
Siruganur, Trichy-621 105

For **WISETECH SOURCE PVT. LTD.**

K. Arun
Founder & CEO

internships/jobs basis the eligible students' performance and evaluation and the requirements of the first part.

- ☐ **Research and Development (R&D):** Both Parties have agreed to carry out the Student research activities in the software technology fields as per the current trend.
- ☐ **Guest Lectures (GL):** 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.

4. Confidentiality:

- The First Party & their learners / Students maintain a high level of confidentiality in maintaining the Data / Case Studies / Codes / Logics / Documents / Samples / Others received during the Training / Internship period from the Second Party directly or indirectly as per the non-disclosure agreement.

- The Ownership rights on the Ideas / Logics / Source Code developed by the learners during their Training / Internship period is completely owned by the Second Party.

5. Effective Date:

This agreement is effective from the date signed by both the parties shall be valid for a period of FIVE years until determined, suspended or terminated earlier.

6. Location of Services:

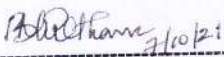
Service Provider will provide the agreed services via "Virtual mode - Online".

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper

authority have executed this mutually binding Memorandum of Understanding as of the date first written above.

For

MASTeR Group of Institutions

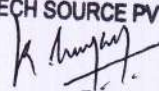


REGISTRAR
MASTeR Group of Institutions
Head of the College
Siruganur, Trichy-621 105

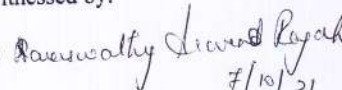
For

WiseTech Source Pvt.Ltd

For WISETECH SOURCE PVT. LTD.

CEO

Founder

Witnessed by:

1) 
7/10/21

2)  7/10/21



Annexure 1

Description of Services

The undersigned parties acknowledge and agreed for the following services between **WiseTech Source Pvt. Ltd** ("service provider") and **MASTeR Group of Institutions**("service receiver") effective as of the agreement effective date defined above (the "agreement"). This Annexure stands valid for the period of one year from the effective date of this agreement.

S NO	Students	Free Services for Students Benefit	Eligibility	Remarks
1.	All Years	Tech / Non-Tech Webinars or Sessions	IT & Non-IT Students	
2	All Years	Tech-Work-Room / Workshop	IT Students & Interested Non-IT Students	
3	All Years	Short Term Tech-Internships (Python / JAVA / .NET) (Requirements given by WTS)	IT Students & Interested Non-IT Students	Based on the Assessment & Evaluation

- Session Schedule, Topic & Duration of these services will be shared by the WTS Team.
- The above services are provided at free of cost through our e-skill / e-learning portal, but for few emerging / advanced technologies the session cost would still remain free but there will be a very minimal Entry / Registration / Enrolment fee and it will be solely dependent on the interest of the candidate.
- After 3 months of this agreement, we shall see the Technical Interest & Performance of the students and recommend some more services too.
- Curriculum / Technology based Training are not part of this MOU.
- Apart from the above mentioned listed free services via our e-skill portal if the students are interested to learn any other technologies they can via directly from our e-skill portal or can request to WTS. The company may or may not consider the students request. These requests will not be part of this MOU.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority has executed this mutually binding Memorandum of Understanding as of the date first written above.

For MASTeR Group of Institutions

[Signature]
REGISTRAR

MASTeR Group of Institutions
Head of the College
Siruganur, Trichy-621 105

Witnessed by:

1) *[Signature]* 7/10/21

2) *[Signature]* 7/10/21

For WiseTech Source PVT. LTD.

For WISETECH SOURCE PVT. LTD.

[Signature]
CEO

Founder & CEO

