

IOP Conference Series: Materials Science and Engineering

Agreement

International Conference on Advances in Materials Science, Communication and Microelectronics
19th-20th February 2021, Jaipur, India

MEMORANDUM OF AGREEMENT made this 28 October 2020, between IOP Publishing Ltd, of Temple Circus, Temple Way, Bristol BS1 6HG, UK (hereinafter called ‘the Publisher’) and V. K. Chanda (principal@jecrcmail.com) Jaipur Engineering College and Research Centre (JECRC) (hereinafter called ‘the Organiser’).

Whereby it is agreed between the parties and their assignees or successors as follows:

The Publisher shall publish refereed and accepted papers (hereinafter called ‘the Work’) presented at International Conference on Advances in Materials Science, Communication and Microelectronics, 19th-20th February 2021, Jaipur, India (‘the Conference’) as an open access volume of IOP Conference Series: Materials Science and Engineering (hereinafter called ‘the Journal’) within a reasonable time of their delivery. In this clause and hereafter ‘publish’ means electronic publication of the issue on the Publisher’s Web server, with HTML headers and linkable references and full-text PDF files of articles. The Publisher will provide access to the Work free of charge via the Publisher’s web server.

1. The Organiser shall deliver the refereed and accepted papers to the Publisher in the specified electronic format not later than 31st March 2021 (hereinafter called the “Submission Date”). Provided all papers are delivered to the Publisher by the Submission Date, and provided those papers are prepared in full accordance with the Journal’s *Author Guidelines* and IOP’s *Peer Review Policy* and supplied to the Publisher using the procedures in the Journal’s *Submission Guidelines for Conference Organisers* (these guidelines are referred to in Appendix A), the Publisher shall publish the Work in the Journal within three months of delivery. The Organiser acknowledges that the Publisher will invoice the Organiser for the agreed number of papers on the Submission Date.
2. Except by prior agreement, should the submission of the Work to the Publisher be delayed by more than 6 months after the agreed Submission Date, the Publisher reserves the right to post the following notice on the Publisher’s website:

“We are awaiting submission of the proceedings papers, please contact the conference organisers for the latest status and updates. Upon submission to IOP Publishing the proceedings are typically published online within 4 weeks. Authors who provide an email address will receive notification shortly after the proceedings are published.”

3. Copyright in the Work will not be assigned to the Publisher but retained by individual authors or their employers. The Publisher will be granted a licence to publish on the terms set out in Appendix B to this Agreement (“the Proceedings Publication Licence”). The Organiser is responsible for bringing to the attention of the community the fact that by submitting an article for publication in the Journal an author is assumed to accept the terms of the Proceedings Publication Licence. The Organiser shall do this by using prominent wording in an appropriate and suitable position on the conference web site, including it in all emails or documents which issue a call for papers, emailing all potential authors to notify them of the Proceedings Publication Licence and its conditions, emailing them again where possible on submission of a paper and all other appropriate means.

4. The Publisher shall supply the Organiser with detailed instructions concerning the supply of electronic files including text and illustrations, and preparation of any supplementary material. For submission of the work via FTP (to ftp://jpconf@ftp.iop.org) the FTP username is jpconf, the FTP password is proceedings. For the preparation and naming of the files (as discussed in the Submission Guidelines for Conference Organisers) the short-form title for the conference is ICAMCM 2021.
5. The Publisher reserves the right to publish the Work at a later date if the complete Work is not delivered to the Publisher by the Submission Date, or if the Work is, in part or as a whole, not prepared as specified in the guidelines referred to in Appendix A or otherwise not in conformity with this Agreement. Any papers in the Work which are not prepared in accordance with the Publisher's guidelines or requirements may be returned to the Organiser for correction or amendment, which will result in publication delays.
6. Unless otherwise agreed in writing, the papers in the Work shall be full proceedings papers. If the Work contains more than 5% of abstract-only or 1-page poster paper submissions the Publisher reserves the right to decline, or delay, in whole or in part, publication of the Work. The Organiser may be asked to resubmit the Work with the unsuitable papers removed.
7. The Publisher reserves the right to exclude any papers from the Work if in its opinion, or those of its advisers, any papers are considered inappropriate for publication by the Publisher. Such reasons shall include, but not be limited to, papers which infringe third party rights, contain libellous or unlawful statements or have not been peer reviewed in accordance with the Peer Review Policy referred to in Appendix A. The Organiser shall indemnify, defend and hold Publisher harmless against any loss, damage, cost, liability or expense (including reasonable attorneys' fees) which arises from any action or claim of a third party that the Work contains libellous or unlawful statements or that publication of the Work infringes the copyright or other intellectual property right of such third party.
8. In the event of the Publisher excluding individual papers from the Work, the Publisher shall be entitled to charge the Organiser a fee of GBP 45 per excluded paper. If the Publisher decides to exclude all the papers in the Work, the fee charged shall be 50% of the total fee agreed between the parties for the publication of the Work. The parties agree that these amounts are genuine pre-estimates of the work undertaken by the Publisher to review the papers and are not intended as a penalty.
9. Papers submitted to the Journal must have been peer reviewed in accordance with the Journal's *Peer Review Policy referred to in Appendix A*, have been checked by the Editors and authors and be in final form ready for publication. The Organiser must ensure that those conducting peer review abide by the Journal's *Peer Review Policy*.
10. The Work shall contain the following published "Statement of Peer Review":

"All papers published in this volume of *IOP Conference Series: Materials Science and Engineering* have been peer reviewed through processes administered by the Editors. Reviews were conducted by expert referees to the professional and scientific standards expected of a proceedings journal published by IOP Publishing."
11. Pre-publication approval and proofs
 - a. **For online publication:** prior to electronic publication of the Work, the Organiser, or their appointed representative, will be supplied with a username and password to log

in to the Publisher's servers to check and approve the Work. For security and privacy reasons this username and password must not be distributed to the proceedings Authors.

- i. On submission to the Publisher, all papers in the Work must already have been checked by the Editors and authors and be in final form ready for publication.
 - ii. If the Organiser or appointed Editor request substantial amendments or changes to the Work at the proofing stage, the Publisher reserves the right to make a charge to cover the Publisher's staff time.
 - iii. Subject to other terms of this Agreement on final approval by the Organiser the Publisher will publish the Work onto its public servers.
12. Authors will not be sent proofs of their papers. After submission of the accepted papers it will not normally be possible to include amended or corrected papers in the Journal.
13. Post-publication changes to the Work will be made at the sole discretion of the Publisher. If the Organiser becomes aware of any request or need to make post-publication changes, the Organiser agrees to inform the Publisher without delay. If agreed by the Publisher, any such changes or amendments will be conducted with appropriate reference to the conventions, guidelines and practices of scientific publishing in recognition that the Work has become part of the record of science. By way of example, the Organiser is advised that it is not normally possible to simply replace a paper after it has been published in the Work, nor is it normally possible to remove papers, except under exceptional circumstances, once they have been published. In the event that any papers published in the Work should require replacement and/or amendments after their submission, the Publisher reserves the right to charge a fee equivalent to GBP 45 per paper as an administration fee.
14. The Editors of the Work shall be

Prof. V. K. Chandna
Jaipur Engineering College and Research Centre
principal@jecrcmail.com

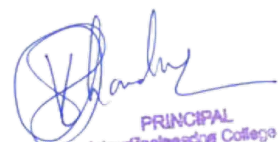
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Dr. Ashish Kumar
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Ashish.ecmnit12@gmail.com

15. The Editor(s) shall be responsible for:

- a. ensuring that all files are submitted in the appropriate format(s);



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- b. informing authors about the Journal's guidelines, manuscript templates and the need for correct preparation of their PDF files. The journal's web site contains detailed advice on preparing PDFs, which must be brought to the attention of all authors;
 - c. providing supplementary material (if any) (e.g. preface) to be included in the Work;
 - d. informing authors about the IOP Publishing Proceedings Publication Licence in accordance with clause 3 above. Further, on submission of a paper for inclusion in the Work the Editors must confirm with the authors that the Paper will be published in accordance with the Proceedings Publication Licence and the Editors should also confirm this fact with authors at acceptance too;
 - e. ensuring that authors have applied for, and obtained, permission to reproduce in electronic form (and print form, where appropriate) any copyright materials to be included in the Work. It is the responsibility of individual authors to obtain copyright permission; the Publisher's staff are unable to undertake this on their behalf. Failure to obtain copyright permissions can result in significant delays to publication. Copyright permissions must be supplied to the Publisher at the same time as the electronic files and no later than the Submission Date;
 - f. ensuring all papers are peer reviewed in accordance with the Publisher's Peer Review Policy referred to in Appendix A;
 - g. providing a table of contents, as outlined in the Appendix.
16. This Agreement covers online publication only. Should the Organiser wish to purchase copies of the Work or copies of the Work on CD, a separate agreement will be negotiated for this purpose.
17. The Organiser shall pay the Publisher the following sums:
- a. For online publication of the Work: GBP 45 per submitted article (forty-five pounds Sterling).
For the avoidance of doubt, the fees payable by the Organiser shall be calculated on a per submitted article regardless of whether that article is published in the Work in accordance with this Agreement.
 - b. Payment by the Organiser under this clause shall be made to the Publisher within 30 days of date of invoice. The invoice shall be sent to the following:

Prof. V.K Chandna

Contact-+91- 98914 06784 (M)

Email- principal@jecrcmail.com

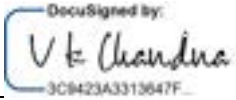

Principal, Jaipur Engineering College and Research Centre (JECRC) via RIICO, Shri Ram ki Nangal, Tonk Road, Sitapura, Jaipur, Rajasthan India 302022

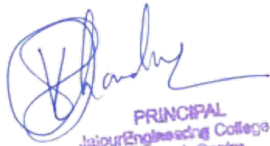
18. The Organiser will provide, if requested, free exhibition space and one free Conference registration for an IOP Publishing member of staff to attend the Conference. The Organiser will also make arrangements, if requested, for promotional material, supplied by the Publisher, to be inserted in the delegates' packs.

19. The Agreement shall be governed and interpreted in all aspects in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

The Organiser accepts the terms stated above

AS WITNESSED THE HANDS OF THE PARTIES

Signature  3C9423A3313647F	Signature  4EE45830F9D1483
Date November 7, 2020 06:56 GMT	Date November 10, 2020 06:46 GMT



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Appendices

Appendix A: Summary of important documentation

The Organiser's attention is drawn to the following documents that form part of this Agreement and which the Organiser (or Editors) must comply with.

- Peer Review Policy

Available from

<https://publishingsupport.iopscience.iop.org/questions/proceedings-peer-review-policy/>

- Submission Guidelines for Conference Organisers

Available from

<https://publishingsupport.iopscience.iop.org/questions/iop-conference-series-publication-procedure/>

- Questionnaire for Organisers

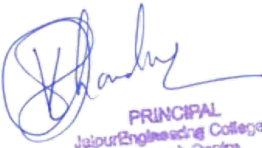
We would be grateful if organisers could find time to complete this questionnaire and return to us on submission of the manuscripts. An interactive PDF is available from

<http://publishingsupport.iopscience.iop.org/wp-content/uploads/2017/10/IOP-conferences-questionnaire.pdf>

- Author Guidelines

Available from

<https://publishingsupport.iopscience.iop.org/author-guidelines-for-conference-proceedings/>



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Appendix B: the Proceedings Publication Licence

For papers published in our gold open access proceedings titles IOP no longer requires authors to sign and submit copyright forms. Our other journals are unaffected by this change. Authors who wish to publish a paper in the following titles:

- *Journal of Physics: Conference Series (JPCS)*
- *IOP Conference Series: Materials Science and Engineering (MSE)*
- *IOP Conference Series: Earth and Environmental Science (EES)*

are asked to submit a paper only if all authors of the paper agree in full to the terms of the licence. All papers submitted to us for publication in the above titles will be published according to the following terms and conditions.

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By granting this licence, the author warrants that the paper he/she is submitting is his/her original work, has not been published previously (other than in a research thesis or dissertation which fact has been notified to the conference organizer in writing), all named authors participated sufficiently in the conception and writing of the paper, have received a final version of the paper, agree to its submission and take responsibility for it, have read and understood IOP Publishing's ethical policy (<https://publishingsupport.iopscience.iop.org/ethical-policy-journals/>) and agree that the submission complies with its terms, and the submission has been approved as necessary by the authorities at the establishment where the research was carried out.

By granting this licence, the author also warrants that he/she acts on behalf of, and with the knowledge of, all authors of the paper, that the paper does not infringe any third party rights, it

contains nothing libellous, all factual statements are, to the best of the authors' knowledge and belief, true or based on valid research conducted according to accepted norms and our ethical policy (<https://publishingsupport.iopscience.iop.org/ethical-policy-journals/>), and all required permissions have been obtained.

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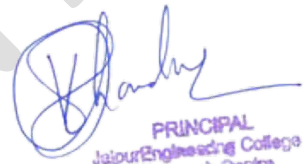
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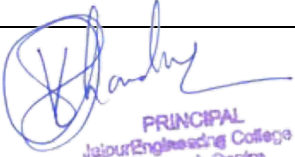
- *Journal of Physics: Conference Series*
- *IOP Conference Series: Materials Science and Engineering*
- *IOP Conference Series: Earth and Environmental Science*


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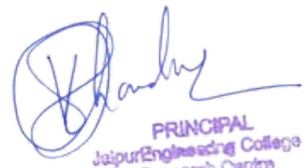
Appendix C: Summary of the key stages in publishing your proceedings

The following table lists the key stages in a typical proceedings publication and offers some helpful suggestions and advice.

<p>Call for papers</p>	<ul style="list-style-type: none"> • Inform authors of publication arrangements and provide information on the Journal's author templates and guidelines. • Inform authors about the IOP Publishing Proceedings Publication Licence.
<p>Post guidelines on conference webpage (including of the IOP Publishing Proceedings Publication Licence)</p>	<ul style="list-style-type: none"> • On request the Publisher can supply the Organiser with publication instructions for authors (in standard HTML) that can be added to the conference web site.
<p>Preparation of papers and peer review</p>	<ul style="list-style-type: none"> • Refer to the author guidelines. • Peer review: see clauses 8 and 9 of this Agreement.
<p>Preparation of editorial material to appear in the proceedings</p>	<ul style="list-style-type: none"> • List of possible items for the editorial section of the Work: <ul style="list-style-type: none"> ○ Preface/introduction (required) ○ Conference or sponsor logo(s) (optional) ○ List of committees (optional) ○ Photograph (optional) – high resolution! ○ For multiple editorial items please inform us of the order you want them to appear in the proceedings.
<p>Final check of manuscripts</p>	<ul style="list-style-type: none"> • Are all author names correct? • Correct article files (latest, revised version)? • Any articles missing or duplicated? • Are all articles in the right order? • Are all files correctly named?
<p>Submission to IOP</p>	<ul style="list-style-type: none"> • Files can be supplied to IOP via our FTP server or on CD. See <i>Submission Guidelines for Conference Organisers</i> <p>What to submit:</p> <ul style="list-style-type: none"> • A PDF file for each accepted article • Table of contents (doc) • All editorial material (see above) • Address list for shipping, if applicable <p>To submit by FTP:</p>


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	<ul style="list-style-type: none"> • Using your FTP software, log on to ftp://jpconf@ftp.iop.org with the following username and password: <ul style="list-style-type: none"> ○ username: jpconf ○ password: proceedings
<p>Pre-publication checking and approval of the proceedings</p>	<ul style="list-style-type: none"> • Approximately 3 weeks after submitting the accepted papers, the Organiser (or an Editor) will receive a username and password to login to the Publisher's servers so that the Work can be checked and approved by Organiser (or an Editor) prior to publication. • It is extremely important that the Organiser (or an Editor) carefully check the Work at this time and inform the Publisher of any corrections or amendments that may be required. Post-publication changes should be avoided wherever possible because these can be time-consuming and costly (please refer to clauses 11 and 12). • In particular, please check: <ul style="list-style-type: none"> ○ that all accepted papers have been submitted ○ the correct versions of all papers have been submitted ○ there are no duplicate papers ○ any additional supplementary material (e.g., multimedia) has been submitted and appears with the correct article


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Appendix D: Table of contents

We ask for a table of contents (TOC) file to provide a document which we can use and refer to during the publication process. Conference organizers are free to choose the order in which the papers are published online. There are many ways to do this, for example, grouping papers by

- presentation type (plenary, invited, contributed, oral)
- conference session
- topic or subject area

If you would like your proceedings to have the papers grouped and arranged under headings within the TOC please make sure that these headings are included in the TOC supplied to us. The TOC should be supplied as an Excel spreadsheet. The following tables show the information we require in the file containing the table of contents.

- For tables of contents without topic headings:

First Author Surname	Paper title
Wessel	Mixing two sets of noisy measurements changes the N-dependence of resolution to a fourth-root power law
Rossani	Generalized kinetic equations for a system of interacting atoms and photons: theory and simulations

- For tables of contents with papers grouped by topic:

	First Author Surname	Paper title
Topic heading 1		
...		
Topic heading 2		

For example:

	First Author Surname	Paper title
Nanostructured Surfaces	Hallberg	Spin-orbit coupling and electron spin resonance for interacting electrons in carbon nanotubes
	Kelires	A constrained-equilibrium Monte Carlo method for quantum dots
Silicon Carbide	Winkelmann	Electron diffraction methods for the analysis of silicon carbide surfaces and the controlled growth of polytype heterostructures
	Schulze	Growth of SiC polytypes by the physical vapour transport technique

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PROCEEDINGS AGREEMENT

This agreement is made this 25th day of May 2020 (“Agreement”), by and between **ELSEVIER Ltd.** located at The Boulevard, Langford Lane, Kidlington, Oxford, OX5 1GB, UK (“Elsevier”), and **Department of Electronics and Communication Engineering, Jaipur, Engineering College and Research Centre,** (“Organizer”) located at **Jaipur, India.**

BACKGROUND:

WHEREAS, the Organizer desires to enter into this Agreement whereby Elsevier will be responsible for the publication of papers (hereinafter “Proceedings”) of the **International Conference on Advances in Materials Science, Communication and Microelectronics (ICAMCM-2020)** in the journal entitled *Materials Today: Proceedings* (hereinafter “Procedia”).

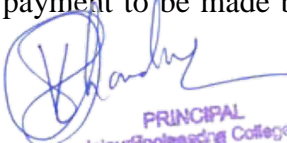
NOW it is mutually agreed between parties as follows:

1. **Manuscript Delivery.**

- a. **Delivery.** The Organizer shall be responsible for ensuring that its authors/paper presenters deliver to Elsevier on or before the **March 2021**, time being of the essence, a final, complete and reviewed manuscript of the Proceedings in accordance with the instructions of Elsevier, making use of the electronic submission system as requested by Elsevier. Such manuscript shall be in the English language and shall be delivered together with the complete table of contents, photographs, figures, legends, drawings, front matters, maps and other illustrative material to be included.
- b. **Non-Delivery/Unsatisfactory Delivery.** If the Organizer does not deliver the final complete manuscript by the above date Elsevier may immediately suspend or terminate this Agreement by written notice.

In the event of termination as set out above, all obligations between the parties shall cease and this Agreement shall become null and void (except as expressly noted herein).

If the Organizer furthermore delivers by the date noted herein a manuscript or deliverables that do not conform with the requirements noted herein, or that are deemed otherwise unsatisfactory in form or content, Elsevier shall provide written notice stating the reasons for its determination that the manuscript or deliverables are unacceptable and provide the Organizer 30 (Thirty) days within which to make such changes and revisions to the satisfaction of Elsevier. In the event a revised manuscript satisfactory to Elsevier is not received within this timeframe, Elsevier shall have the right to refuse to publish such Proceedings and to terminate this Agreement by written notice to the Organizer without prejudice to the right of Elsevier to receive payment on a time and materials basis for all work done prior to the date of termination, such payment to be made by the Organizer within 30 (Thirty) days from the date of invoice.


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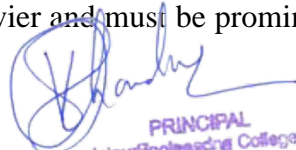
Provided that the manuscript is acceptable to Elsevier as described herein, Elsevier shall produce the Proceedings as a separate issue in Procedia and publish the same within **3 (three) months** of receiving the final, complete and electronically formatted manuscripts from the Organizer in the English language. Any hard copies will be delivered within 4 (four) weeks after online publication of the relevant Proceedings.

2. **Manuscript Editing, Production and Distribution.**

- a. The Organizer will be responsible for selection of the contributions, the peer-review and editing of the manuscript and the arrangement of the papers for publication. The Organizer shall ensure that peer-review is conducted by the Guest Editor(s) of the Proceedings, or other experts as directed by the Organizers and approved by the Guest Editor, in accordance with the peer-review process required by Elsevier and described in the Annex to the Guest Editor agreement at Annex B. Elsevier shall not be required to include a contribution in the Proceedings unless a signed Journal Publishing Agreement form, as described under Annex A has been received by Elsevier from the contributor with respect to their contribution prior to the publication of the Proceedings. The Organizer will ensure that the manuscripts are of a high professional level and consistent with the standards as set by Elsevier.
- b. Upon Elsevier's request, the Organizer will promptly deliver to Elsevier a list of all contributors in electronic format with full names, telephone numbers, business/institution postal mailing addresses, including postal zip codes, and business/institution electronic mail addresses.
- c. Elsevier shall include the Proceedings as part of the Science Direct® electronic service or any successor/affiliated service. Elsevier will ensure that the Proceedings content will be published and distributed with the appropriate copyright notice. The Organizer will be fully responsible for the appointment and performance of the independent Guest Editor(s), as defined in Annex B. The Organizer shall upon signing this Agreement ensure that the Guest Editor signs the agreement substantially as set forth as Annex B. Unless otherwise agreed, Elsevier shall bear no responsibility for manuscript selection, review and editing. Therefore, all published Proceeding articles shall display the following text:

“Peer-review under responsibility of the scientific committee of the International Conference on Advances in Materials Science, Communication and Microelectronics”

The parties undertake and agree that if any party other than the Organizer makes a financial contribution to the Proceedings (including any other product associated with the Proceedings such as a supplement), including without limitation any sponsor or advertiser (“Sponsor”), such Sponsor shall have no involvement in or influence over the editorial content and policy of the Proceedings. The Organizer further agrees that the editorial content and policy of the Proceedings shall be entirely independent of the Sponsor, including without limitation the selection, remuneration and appointment of Guest Editor, and all editorial decision-making of content and sequence. The name and role of any Sponsor will be disclosed to Elsevier and must be prominently identified and displayed in the Proceedings.


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- d. Each paper in a Proceedings issue shall consist of a minimum of 3 (Three) pages and a maximum of 10 (Ten) pages. The Organizer expects to submit **100 (One Hundred)** papers. If the submitted number of manuscripts exceeds the number of manuscripts indicated above, the Organizer will inform Elsevier in advance giving a reason for the increase of the number of manuscripts. Elsevier shall have no obligation to publish the additional number of papers but will not unreasonably withhold its cooperation. An increase in the number of papers published will be subject to a fee increase, as set out in Clause 5.
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Sitapura, Jaipur
Rajasthan
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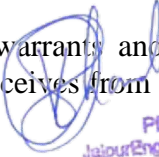
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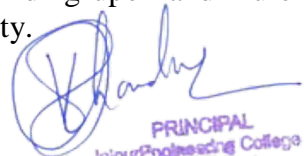

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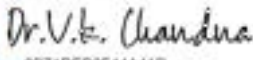


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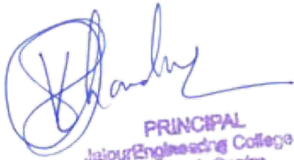
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 Title: Princlpel, JECRC
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 Date: 19 June 2020

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Revisions and addenda

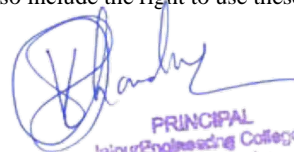
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ANNEX B Guest editor agreement

Date: 25 May 2020

Re: **International Conference on Advances in Materials Science, Communication and Microelectronics (ICAMCM-2020)**

Guest editor(s): **Dr. Mahanth Prasad**

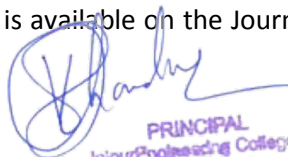
Dr. Girraj Sharma

Dr. Ashish Kumar

Letter of agreement ("the Agreement")

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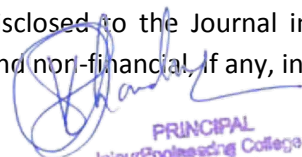
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activities to be performed under this Agreement, and that you will update such disclosures promptly as and when any actual or potential future conflicts arise. (Examples of financial conflicts include employment, consultancies, stock ownership, honoraria, paid expert testimony, grants, patents or patent applications, and travel grants. Competing interests may also arise as a result of personal relationships, academic competition, and intellectual beliefs, such as political or religious beliefs.)

12. You represent and warrant that you are familiar with all applicable conflict of interest and outside compensation laws and regulations as well as policies and rules of your employer or institution (if applicable), and that your acceptance of this appointment, and the terms of this Agreement and your performance under this Agreement, including your participation in editor conferences, trainings and meetings and acceptance of transportation, hospitality, food and lodging provided by Elsevier to you in connection therewith, are and will be in compliance with those laws, regulations, policies and rules. You further agree to comply with all other applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, "Applicable Laws") relating to your duties, obligations and performance under this Agreement, Applicable Laws pertaining to data protection, transparency and privacy; and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or your place of business or residency. You agree to engage only in legitimate business and ethical practices in commercial operations and in relation to your dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). You shall not pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.
13. To the extent that you perform your duties using such skill and care as required in connection with your obligations hereunder, Elsevier shall indemnify, defend and hold you harmless from and against any costs arising from or out of any third-party claim in connection with the performance of your obligations under this Agreement, unless such third party claim is the result of your willful misconduct, fraud, or gross negligence. If any third-party claim is made, you will promptly notify Elsevier, which shall have sole authority to appoint counsel to defend the third-party claim and to conduct and control the defense of any such claim. You also agree to reasonably cooperate with the defense of any such claim as reasonably requested by Elsevier.

A handwritten signature in blue ink is written over a purple stamp. The stamp contains the text: "PRINCIPAL Jaipur Engineering College & Research Centre Tonk Road, Jaipur-302022".

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14. You shall maintain all Confidential Information (as defined herein) in strict confidence, will not disclose any Confidential Information to any third party other than as necessary to perform the obligations set forth in this Agreement, and will protect such information with the same degree of care that you exercise with your own Confidential Information, but in no event less than a reasonable degree of care. For the purposes of this Agreement, "Confidential Information" means any business, financial, operational, customer, vendor and other information disclosed by Elsevier, or the third party owner of the Journal if applicable, to you and not generally known by or disclosed to the public or known to you solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement. The foregoing confidentiality restrictions shall survive the expiration or termination of this Agreement.

ANNEX to Guest Editor Agreement: ETHICS ISSUES

- **Publication decisions**

o Peer review

You shall ensure that the peer review process is fair, unbiased, and timely. You must select reviewers who have suitable expertise in the relevant field. You must review all disclosures of potential conflicts of interest made by reviewers in order to determine whether there is any potential for bias.

Research articles that are sent to review must typically be reviewed by at least two external and independent reviewers, and where necessary you should seek additional opinions.

You must follow best practice guidance provided by Elsevier on avoiding the selection of fraudulent peer reviewers (for example not using a reviewer recommended by an author unless it has verified that reviewer's contact information from an independent source).

o Journal metrics

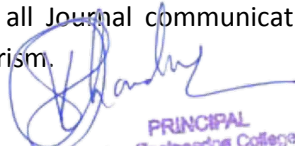
You must not attempt to influence the Journal's ranking by artificially changing any Journal metric. In particular, you shall not require that references to that (or any other) Journal's articles be included except for genuine scholarly reasons and authors should not be required to include references to your own articles or products and services in which you have an interest.

- **Fair play**

You should evaluate manuscripts for their intellectual content without regard to race, gender, sexual orientation, religious belief, ethnic origin, citizenship, or political philosophy of the authors.

You must follow the editorial policies of the Journal in order to encourage transparency and complete, honest reporting, and to ensure also that peer reviewers and authors have a clear understanding of what is expected of them.

You shall use the Journal's electronic submission system for all Journal communications and make appropriate use of Elsevier's systems for the detection of plagiarism.


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- **Confidentiality**

You must protect the confidentiality of all material submitted to the Supplement/Special Issue and all communications with reviewers, unless otherwise agreed with the relevant authors and reviewers. Unless the Supplement/Special Issue is operating an open peer review system or reviewers have agreed to disclose their names, you must protect reviewers' identities.

Unpublished materials disclosed in a submitted manuscript must not be used in your own research without the express written consent of the author. Privileged information or ideas obtained through peer review must be kept confidential and not used for personal advantage. Since peer review is confidential, reviewers must not share information about the review with anyone without permission from the editors and authors. In exceptional circumstances and in consultation with Elsevier and the Journal Editor, you may share limited information with editors of other journals where deemed necessary to investigate suspected research misconduct.

- **Competing interests**

You shall apply Elsevier's policy relating to the disclosure of potential conflicts of interest by authors and reviewers.

Any potential editorial conflicts of interest should be declared to Elsevier in writing prior to your appointment, and then updated from time to time if and when new conflicts arise. Elsevier may publish such declarations in the Supplement/Special Issue.

You must not be involved in decisions about manuscripts which you have written yourself or which have been written by family members or colleagues or which relate to products or services in which you have an interest. Further, any such submission must be subject to all of the Journal's usual procedures, peer review must be handled independently of the relevant author/editor and their research groups, and there must be a clear statement to this effect on any such manuscript that is published.

- **Vigilance over Published Record**

You should work to safeguard the integrity of the published record by cooperating with the Journal Editor if requested by the Journal Editor to review and assess reported or suspected misconduct (research, publication, reviewer and editorial) in conjunction with Elsevier (or society, if applicable). Such measures will generally include contacting the author of the manuscript or article and giving due consideration to the respective complaint or claims made but may also include further communications to the relevant institutions and research bodies.

If the Journal Editor is presented with convincing evidence of misconduct, you should coordinate with the Journal Editor and any other co-editor, Elsevier (and/or society, if applicable) to arrange the prompt publication of a correction, retraction, expression of concern, or other correction to the record, as may be relevant.

If this Agreement sets forth your understanding and agreement with these terms, please sign this Agreement electronically via DocuSign. After this Agreement is electronically signed by us, and counter-signed by you, all parties will automatically receive a signed copy.

Yours sincerely,

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Stewart Bland

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Stewart Bland

Executive Publisher

Date: 12 June 2020

Signed in Agreement:

DocuSigned by:

Dr. Mahanth Prasad

____ **Dr. Mahanth Prasad**

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Email: mahanth@ceeri.res.in

Date: 24 June 2020

DocuSigned by:

Dr. Girraj Sharma

____ **Dr. Girraj Sharma**

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Email: girrajsharma@jecrc.ac.in

Date: 24 June 2020

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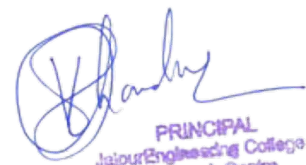
Dr. Ashish Kumar

____ **Dr. Ashish Kumar**

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Email: ashishkumar.ece@jecrc.ac.in

Date: 25 June 2020


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ANNEX C DATA PROCESSING ADDENDUM

A. Definitions

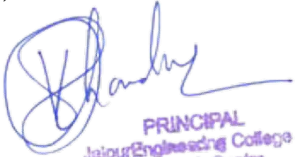
1. The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing”, and “processor” will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term ‘data controller’ or ‘data processor’, they shall be read as controller and processor, respectively.
2. “Data Protection Laws” means all data protection laws and regulations, including those of the Netherlands, United Kingdom (“UK”), Switzerland, European Economic Area (“EEA”) and the European Union (“Union”), applicable to the processing of personal data under the Agreement, including the GDPR from 25 May 2018.
3. “DPA” means this Data Processing Addendum.
4. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) from 25 May 2018.

B. Scope

This DPA applies to the processing of personal data within the scope of the Data Protection Laws by Elsevier on behalf of the Organizer. This DPA does not apply where Elsevier is a controller of personal data. The commitments under the GDPR apply from 25 May 2018.

C. Processing

1. Elsevier shall not engage another processor without prior specific or general written authorization of the Organizer. In the case of general written authorization, Elsevier shall inform the Organizer of any intended changes concerning the addition or replacement of other processors, thereby giving the Organizer the opportunity to object to such changes.
2. Processing by Elsevier shall be governed by this DPA. In particular, Elsevier shall:
 - (a) process the personal data only on documented instructions from the Organizer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by UK, Union or Member State law to which Elsevier is subject; in such a case, Elsevier shall inform the Organizer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR;

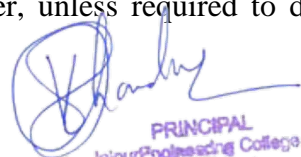

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- (d) respect the conditions referred to in paragraphs 1 and 3 in this clause C for engaging another processor;
- (e) taking into account the nature of the processing, assist the Organizer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Organizer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (f) assist the Organizer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Elsevier;
- (g) at the choice of the Organizer, delete or return all the personal data to the Organizer after the end of the provision of services relating to processing and delete existing copies unless UK, Union or Member State law requires storage of the personal data;
- (h) make available to the Organizer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Organizer or another auditor mandated by the Organizer.

Elsevier shall immediately inform the Organizer if, in its opinion, an instruction from the Organizer to Elsevier infringes the GDPR or other UK, Union or Member State data protection provisions.

3. Where Elsevier engages another processor for carrying out specific processing activities on behalf of the Organizer, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under UK, Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, Elsevier shall (subject to the terms of the Agreement) remain fully liable to the Organizer for the performance of that other processor's obligations.
4. The subject-matter of processing is the personal data provided by the Organizer to Elsevier under the Agreement. The duration of the processing is the duration of Elsevier's provision of the services to the Organizer under the Agreement. The nature and purpose of the processing is in connection with Elsevier's provision of the services to the Organizer under the Agreement. The types of personal data processed and categories of data subjects are described in the Agreement.
5. The Agreement including this DPA are the Organizer's complete and final documented instructions to Elsevier for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties in writing. Elsevier will ensure that its personnel engaged in the processing of personal data will process personal data only on documented instructions from the Organizer, unless required to do so by UK, Union, Member State or other applicable law.


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6. On expiration or termination of the Agreement and conclusion of the services provided by Elsevier to the Organizer, Elsevier shall delete or return personal data in accordance with the terms and timelines set forth in the Agreement, unless UK, Union, Member State or other applicable law requires storage of the personal data.

D. Subprocessors

The Organizer consents to Elsevier engaging other processors for the processing of personal data in accordance with this DPA. Elsevier shall maintain a list of such processors at <http://www.elsevier.com/legal/subprocessors> which Elsevier may update from time to time. At least fourteen (14) days before authorising any new such processor to process personal data, Elsevier shall update the list on its website. The Organizer may object to the change without penalty by notifying Elsevier within fourteen (14) days after the website is updated and describing its reasons to object. Elsevier shall use reasonable endeavours to avoid processing of personal data by such new processor to which the Organizer reasonably objects.

E. Data Subject Rights

Elsevier shall, to the extent legally permitted, promptly notify the Organizer of any data subject requests Elsevier receives and reasonably cooperate with the Organizer to fulfil its obligations under the Data Protection Laws in relation to such requests. The Organizer shall be responsible for any reasonable costs arising from Elsevier providing assistance to the Organizer to fulfil such obligations.

F. Transfer

Elsevier shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by Elsevier to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the Data Protection Laws.

G. Security

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in Article 32 of the GDPR as appropriate.
2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from the Organizer, unless he or she is required to do so by UK, Union or Member State law.



H. Personal Data Breach

Elsevier shall notify the Organizer without undue delay after becoming aware of a personal data breach and shall reasonably respond to the Organizer's requests for further information to assist the Organizer in fulfilling its obligations under Articles 33 and 34 of the GDPR.

I. Records of Processing Activities

Elsevier shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on behalf of the Organizer, make them available to the Organizer as required.

J. Audit

Audits shall be (i) subject to the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner.

K. Conflict

If there is any conflict or inconsistency between the terms of this DPA and the rest of the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the other parties of the Agreement shall control in the case of such conflict or inconsistency.

A handwritten signature in blue ink is positioned above a purple rectangular stamp. The stamp contains the following text: "PRINCIPAL", "Jaipur Engineering College & Research Centre", and "Tonk Road, Jaipur-302002".

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Tonk Road, Jaipur-302002

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Dr.V.K. Chandna

principal@jecrcmail.com

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Dr. Mahanth Prasad

mahanth@ceeri.res.in

Security Level: Email, Account Authentication (None)

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Dr. Mahanth Prasad
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Signed: 24-Jun-20 | 11:03

Electronic Record and Signature Disclosure:

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Dr. Girraj Sharma

girrajsharma.ece@jecrc.ac.in

Security Level: Email, Account Authentication (None)

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Dr. Girraj Sharma
B0M48BEC2340C

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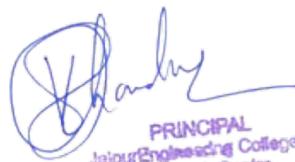
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Signer Events	Signature	Timestamp
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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	25-Jun-20 02:57
Signing Complete	Security Checked	25-Jun-20 03:01
Completed	Security Checked	25-Jun-20 03:01
Payment Events	Status	Timestamps



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COLLABORATION & ALLIANCE AGREEMENT

This Collaboration & Alliance Agreement ("**Agreement**") is entered on this, the 6th day of March 2021 by and between:

RVR Innovations LLP having its registered office at A-36, Chhatarpur Extension, New Delhi-110074 hereinafter referred to as the "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns);

AND

Jaipur Engineering College and Research Centre (JECRC) having its registered office at JECRC Campus, Shri Ram ki Nangal, via Sitapura RIICO Tonk Road, Jaipur-302 022 (hereinafter referred to as the "**Client**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns).

Company and Client shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

- A. Company is engaged in the business of providing technology-based learning & recruitment solutions in various forms through the portals - www.MYTAT.co, www.MYTATclasses.com and www.lrnable.com
- B. Client is an affiliate body under Rajasthan Technical University, Kota, Rajasthan.
- C. Client is engaged in providing solutions in education technology for enhancing the employability of the youth, adaptive and personalized learning, experiences for better learning outcomes, skill development in niche areas related solutions/ products, evaluated by Client under a common platform with a scheme to offer these solutions as per their pricing policy for student community Client is engaged in the business of Staffing and IT Solutions.
- D. Client is authorized to enter into the agreement.
- E. Both parties are desirous to collaborate in achieving their respective strategic goals
- F. Based on the mutual covenants made by each Party, Client is desirous of using the Company's platform-based abilities in order to achieve its objective of upskilling and enhancing the employability of students in higher & technical education

NOW THEREFORE, the Parties, in consideration of the mutual agreements, covenants and other premises set forth herein, hereby agree to be bound as follows:

1. DEFINITIONS AND INTERPRETATIONS**1.1 Definitions**

In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

- (a) "**Affiliates**" means, with respect to a Person, any Person Controlling, Controlled by or under common Control with, such Person. The term "Control", when used with respect to a Person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person, whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty percent) in a Person. The terms "Controlling" and "Controlled" shall be construed accordingly.
- (b) "**Agreement**" means this agreement, including the recitals, schedules, appendices, annexures and exhibits and any amendments made thereto from time to time, in accordance with the terms of this Agreement.

RVR INNOVATIONS LLP

Registered office: A 36, Chhatarpur Extension, New Delhi, South West Delhi -110074, India
LLP-IN: AAR-7723 | Email Id: rohits@mytat.co



- (c) **"MYTAT Tool" or "Application"** means the Company's cloud-based education, skills enhancement, assessment & recruitment assessment software, including any customizations, modifications, updates and derivatives from time to time. For avoidance this includes the capabilities on www.MYTAT.co, www.MYTATclasses.com, www.lmable.com.
- (d) **"Applicable Law" or "Law"** means the applicable law of Republic of India and includes any statute, law, regulation, ordinance, rule, judgment, notification, order, judgment, decree, ruling, writ, bye-law, government approval, directive, guideline or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any governmental authority, court, arbitration body or panel or any quasi-judicial body having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (e) **"Business Day"** means any day of the year other than a Sunday or a national holiday in the Territory.
- (f) **"Confidential Information"** shall have the meaning ascribed to the term in Clause 5.1;
- (g) **"Customization(s)"** means any customization made to the MYTAT Tool, including customization to its improvements and upgrades, in order to adapt, install and integrate the MYTAT Tool with the operating system of the Client's server or any other reasonable mutually agreed upon request by the Client in writing.;
- (h) **"Disclosing Party"** shall have the meaning ascribed to the term in Clause 5.1;
- (i) **"Effective Date"** shall have the meaning ascribed to the term in Clause 9.1;
- (j) **"Go Live Date"** shall bear the meaning ascribed to it in Clause 3.2;
- (k) **"Improvement"** refers to any improvements in the MYTAT Tool and its derivatives, by the Company, including any updates, patches, fixes and any other integrations or improvements by the Company
- (l) **"Intellectual Property"** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, jingles, compositions, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, source code, object code, software, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, data, documents, instruction manuals, records, memoranda, notes, user guides or any written or verbal instructions or comments; in either printed or machine-readable form, whether or not copyrightable or patentable.
- (m) **"Intellectual Property Rights"** means collectively or individually, the following worldwide rights relating to Intellectual Property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, compositions including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and Confidential Information, API integration, business information and secrets, financial information, database rights, rights in encryption information/ data, technical data etc.; and (v) internet domain names, internet and world wide web URLs or addresses; (vi) mask work rights, mask work registrations and applications therefore; and (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and

- whether or not such registration has been obtained;
- (n) **"Territory"** means the territory of the State of Rajasthan. A new Territory may be added as mutually agreed in writing by the Parties.
 - (o) **"Person"** means any individual, corporation, partnership (whether general, limited or limited liability), association, joint venture, limited liability company, joint stock company, unincorporated organization, trust or other legal entity or organization, having legal personality, or the right to sue in its own name;
 - (p) **"Monthly Statements"** shall have the meaning ascribed to the term in Clause 4.3;
 - (q) **"Receiving Party"** shall have the meaning ascribed to the term in Clause 5.1;
 - (r) **"Revenue"** means revenue collected by the Company as per the agreed Monetization Model (*defined below*) from the MYTAT Tool during the Term of the Agreement;
 - (s) **"Upgrade"** refers to any major upgrade of a version of the MYTAT Tool,

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- (b) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (c) Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date.
- (d) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (e) Headings, subheadings, titles, subtitles to clauses, sub clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexure hereto and shall be ignored in construing the same.
- (f) The terms "hereof" "herein" and "herewith" or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular clause of this Agreement.
- (g) Unless otherwise specified in a particular case, reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- (h) Any reference to "writing" shall include printing, typing, and other means of reproducing words in visible form as stipulated in this Agreement and shall include electronic mails.
- (i) The words "include" and "including" are to be construed without limitation unless the context otherwise requires or unless otherwise specified.

2. RIGHTS & OBLIGATIONS

- 2.1 It is clarified that if the Company is dealing in other courses, products and services too, shall be free to continue selling such courses, products and/or services through its platform and/or through such other means as deemed appropriate by Company.
- 2.2 Company would establish payment gateways to receive the payments from the Client or directly from the students via the necessary digital payment gateways established for this purpose. Maximum use of digital technologies for the convenience of students is recommended to include payments across all means approved by Reserve Bank of India.
- 2.3 The Company would be responsible for issuing the certificates to the successful students, and information regarding the same needs to be shared with the Client.

- 2.4 The Company would be responsible for establishing and maintaining the two-tier grievances redressal mechanism for resolving the student grievances as follows:
- 2.4.1 Normally all grievances should be resolved within 24 hours or by next working day.
- 2.4.2 Any grievance that is not resolved within 48 hours should be automatically escalated to the next level in the Company earmarked for grievance redressal.
- 2.4.3 An email address should be provided by the Company for grievance redressal.
- 2.5 The Company has the right to use the logo of the Client in the certificates / websites / any promotional material by the company.
- 2.6 Companies may be required to provide learning patterns of Students to the Client.
- 2.7 Client will help create awareness to all the students about the course & capabilities of the Company for empowering them and creating better employability.
- 2.8 Company may ask students to take a particular course for empowering them and creating better employability, provided the students bear the cost of the course from their own resources.
- 2.9 Client will provide support to the Company for promoting the scheme in its affiliated colleges/institutes by organizing regular workshops / webinar / social media campaigning at the regional and national levels to encourage the students/learners.
- 2.10 The Parties acknowledge that all data received directly or indirectly from or by the use of the Application, shall be owned, utilized and processed as per the terms set out in terms and conditions and privacy policy provided on the Company website, which may be further amended from time to time. Nothing herein grants any rights of any nature including a license to the Client in such data.

3. DELIVERY AND TECHNICAL SUPPORT

- 3.1 Client confirms that the Company's platform is in the format required by the Client and the Client confirms acceptance of the same in its present form. If during the course of operations Company identifies or discovers errors or defects or other functionality issues ("Errors") in the MYTAT Tool, then the Company shall rectify the same within reasonable time.
- 3.2 The MYTAT Tool shall be hosted on the Company's server(s) and Client acknowledges and agrees that the functionalities of the MYTAT Tool are subject to an end user accepting the Company's End User License Agreement as published on the Company's website and as amended from time to time.
- 3.3 Company shall provide technical support services to the Client & end users (vide this agreement) as & when required in accordance with the terms set out in this Agreement, pertaining to the use of the MYTAT Tool, as per the terms of service and payments against such services set out in **Annexure 2** to this Agreement.
- 3.4 Company shall co-operate and provide technical support to the Client concerning the MYTAT Tool's pre-installation and distribution if applicable.
- 3.5 Company shall reply, by way of an email, to any queries/ clarifications sought by the Client within [24] hours upon receiving any enquiry from the Client.

4. COMMENCEMENT, DURATION, AMENDMENT & TERMINATION

- 4.1 The Agreement shall come in force from the date it is signed by the Parties. Until and Unless any specific date is communicated.
- 4.2 The Agreement shall be in force initially for a period of 3 years, renewable for a further period that may be mutually decided by the Parties.
- 4.3 This Agreement will be mutually reviewed on an annual basis for further amendments, if needed.
- 4.4 Each Party shall have the right to terminate this Agreement immediately with written notice to the other Party if the other Party:
- (a) commits a material breach of any of its duties, obligations, representations or

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warranties under this Agreement, and such breach is not remedied (if capable of remedy) within 30 (thirty) Business days from the date of receipt of notice of breach in writing (including an email) from the non-breaching Party, requiring that such breach be remedied; or

- (b) the other Party becomes the subject of a bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- (c) the other Party makes an assignment for the benefit of creditors,
- (d) an application for a receiver, trustee, or custodian is made by anyone for the other Party.

- 4.5 Further to and without prejudice to the preceding rights, each Party may terminate this Agreement at its sole discretion and without assigning cause by providing not less than 3 (three) months prior written notice to the other Party.
- 4.6 Notwithstanding termination/expiry, all provisions which are intended by their nature to survive the termination/expiry of this Agreement shall remain in full force and effect, including payment terms.

5. CONSIDERATION AND PAYMENT TERMS

- 5.1 The services and scope including the payment terms will be governed as per details mentioned in Annexure 1 to this Agreement.

6. CONFIDENTIALITY

- 6.1 Each Party acknowledges that during the Term, it will receive information from the other Party, that the other Party regards as confidential and proprietary ("**Confidential Information**"). Confidential Information includes any information, data or documents, the terms of this Agreement and other information disclosed by the disclosing Party ("**Disclosing Party**") to the receiving Party ("**Receiving Party**"), either verbally, visually or in writing and which by its nature is deemed to be "confidential" or "proprietary".
- 6.2 The Receiving Party shall use the Confidential Information only for the purposes of this Agreement and shall not disclose Confidential Information to any third party without the Disclosing Party's prior written consent. Disclosure by the Receiving Party to its employees shall only be made on a need-to-know basis. The Receiving Party agrees to take all appropriate action and to utilize the same effort to safeguard the Confidential Information of the Disclosing Party as it utilizes to protect its own proprietary information. The Receiving Party shall promptly notify the Disclosing Party in writing, if it believes that the Confidential Information of the Disclosing Party has lost its status as such and before using such information without restriction.
- 6.3 The Receiving Party's obligations of confidentiality shall not apply to any of the Confidential Information of the Disclosing Party which and to the extent that:
- (a) such disclosure is required by Applicable Law;
 - (b) such disclosure is required by any competent regulatory or government body to which the Receiving Party is subject or submits; or
 - (c) the information has come into the public domain through no act or omission of the Receiving Party and/or its personnel.
- 6.4 Notwithstanding anything contained hereinabove, the Receiving Party shall be entitled to disclose the information referred to in the said sub clauses, pursuant to any governmental, judicial, or administrative order, discovery request, regulatory request or similar method, except where such disclosure is privileged or protected by laws or regulations governing journalists, provided that the Receiving Party shall provide the Disclosing Party with prompt notice if this is the case, so that the Disclosing Party may seek a protective order or other appropriate remedy.
- 6.5 The confidentiality obligations under this Agreement shall survive the expiration or earlier

termination of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights and the ownership in the MYTAT Tool, including any Improvements, Upgrades, Customizations, changes or modifications, data, processes, software, utilities, and methodology including any Company proprietary products or components, know-how and concepts thereof shall at all times vest solely with the Company. Notwithstanding anything to the contrary set out herein, for the purposes of this clause 7, Company shall include Company's Affiliates. Further, nothing in this Agreement grants or shall be construed to grant any rights, title or ownership to the Client in the Application, the Company's Intellectual Property Rights or the Company's cloud servers at any time.
- 7.2 In the event any third party alleges that the MYTAT Application or any part thereof, or any content contained therein infringes its Intellectual Property Rights, the Company receiving such notice of infringement shall replace or modify the MYTAT tool with a version which does not infringe any third party IPR's.
- 7.3 In the event of such alleged or actual Intellectual Property Rights infringement, each Party shall select one of the following remedial measures to enable the other Party to legally use the respective MYTAT Tool within a period of 45(Forty-Five) Business days from the date the infringing Party receives written notice of such alleged or actual Intellectual Property Rights infringement:
- (a) replace or modify the MYTAT Tool with a version which does not infringe any third-party Intellectual Property Rights; or
 - (b) obtain the relevant use license from such third party to enable the Client or Company and its end users to continue the usage of the MYTAT Tool in accordance with the terms and conditions of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Each Party and its Affiliates represents and warrants to the other Party that:
- (a) it is duly incorporated, organized and validly existing under Applicable Laws
 - (b) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
 - (c) this Agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
 - (d) it is, and shall for the Term of this Agreement remain, in compliance with all Applicable Laws and possesses all requisite governmental approvals, licenses, permits.
 - (e) it shall not solicit any of the employees of the other Party for a period of 1 (one) year after the termination/ expiration of this Agreement;
- 8.2 Company represents and warrants to the Client that:
- (a) it shall comply with all Applicable Laws in the performance of its obligations and the exercise of its rights under this Agreement;
 - (b) it has the right to grant a license in and to the MYTAT Tool for the purposes specified under this Agreement;
 - (c) it shall notify the Client as soon as it becomes aware of any circumstances which are likely to have an adverse effect on Company's ability to comply with this Agreement; and;
- 8.3 Client and Client Affiliates additionally represent and warrant to the Company that the use of the MYTAT Tool and Customizations as contemplated under this Agreement shall: (i) only be for purposes as provided under the terms of this Agreement; (ii) not be used in any manner that directly or indirectly competes with the Company or any other services offered by the Company and its Affiliates, whether now or in the future; (iii) not be used for the

purpose of spamming; (iii) not be used to distribute any virus, malware, malicious content, Trojans, adware, etc.; (iv) not be used for any purpose that may disrupt or cause any interruption with the services provided by Company or any systems, networks or servers used by Company; (v) not link the MYTAT Tool to malicious content intended to damage, disrupt, compromise or exploit Company user account or to compromise a user's privacy in any manner; (vi) not be used in any manner that does or could potentially undermine the security of Company's services; (vii) not be used to conduct or facilitate any act which is in contravention of any Applicable Law; (viii) not impose any terms of usage on its end users which are inconsistent with this Agreement or with the Company's terms of use; (ix) not attempt to interfere, modify or disable any features, functionality or security controls on the MYTAT Tool or defeat or otherwise deactivate any protection mechanisms on the Customization; (x) not attempt to (a) translate, reverse engineer, decompile, disassemble or derive source code, object code, underlying ideas, algorithms, structure or organizational form from the Customization; (b) use or access the MYTAT Tool to aggregate, cache or store any geographical location information or other user related information accessible through the MYTAT Tool without informed consent of the user, (c) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the MYTAT Tool ; or (d) remove or modify any proprietary notices, attribution or marks from or delivered as part of the MYTAT Tool

- 8.4 Client and Clients Affiliates represent and warrant that they shall not collect, store or aggregate any data except as contemplated in this Agreement or aggregate data or any part thereof for any purpose including comparing data with data of its competitors, benchmarking the MYTAT Tool services against the services of any third party or monitoring the availability, performance or functionality of the Company's services;
- 8.5 Client and the Clients Affiliates represents and warrants that it shall not (i) use the MYTAT Tool in connection with any application, website or other product that disparages or may be perceived to cause any reputational harm to Company or is defamatory, libellous, obscene, hateful or is otherwise offensive; (ii) infringe the rights of Company including the Intellectual Property Rights of the Company, either in the process of integration or otherwise, (iii) not implement any systems including bots or other malware which would generate false clicks on the MYTAT Tool; (iv) ensure that all data transmitted using the MYTAT Tool is transmitted over encrypted and secure networks; (v) comply strictly with the restrictions on the licenses and rights granted under Clause 2 above, and shall not in any other way infringe on the Intellectual Property Rights of Company.
- 8.6 Client shall be solely responsible for the act and omissions of the Client & the Client's Affiliates.

9. DISCLAIMER & WARRANTIES

Except as specified in this Agreement, Company does not make any warranty in connection arising from the subject matter of this Agreement. Further Company hereby disclaims any and all implied warranties, including without limitation, all implied warranties of merchantability and/or fitness for a particular purpose.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 10.1 Company hereby agrees to indemnify, defend and hold Company, its directors, officers, employees, representatives and/or assigns, harmless from and against all direct and indirect losses, as a result of:
- 10.1.1 any breach of any Applicable Law, rules and regulations by Company;
- 10.1.2 breach of Confidentiality or Intellectual Property Clause of this Agreement or infringement of any third-party intellectual property rights.
- 10.1.3 any material fraud, misrepresentation, gross negligence or willful default by Company or any of its employees, agents or representatives.
- 10.2 Client hereby agrees to indemnify, defend and hold Company, its directors, Affiliates,

RVR INNOVATIONS LLP

Registered office: A 36, Chhatarpur Extension, New Delhi, South West Delhi -110074, India

LLPIN: AAR-7723| Email Id: rohits@mytat.co





officers, employees, representatives and/or assigns, harmless from and against all losses, claims (including third party claims), costs, expenses, (including reasonable attorney's fees), liabilities and/or damages of every kind and nature arising out of, in connection with or as a result of breach of terms of this Agreement.

- 10.3 The indemnification rights of Company under this Agreement will not be the exclusive remedy of the Company with respect to the claims to which such indemnification relates.
- 10.4 **Mitigation.** In no event will the Company be liable for any losses arising from or in connection with this Agreement, pursuant to any claim by the Client or Clients Affiliates against Company under any theory of liability (whether in contract, in tort, or otherwise), if such losses could have been avoided if the Client had used reasonable efforts to mitigate them.
- 10.5 Notwithstanding anything to the contrary contained herein or elsewhere, neither Party shall be liable to the other, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any other special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities even if the other Party shall have been advised in advance of the possibility of such loss, cost or damages.
- 10.6 Notwithstanding anything contained in this Agreement, the total aggregate liability of the Company and its Affiliates under this Agreement whether in contract (including in respect of indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance or contemplated performance of this Agreement shall be limited to average of the last three months revenues received by the Company from the Client. The liability of the Client shall be limited to the average of the last three months Revenue, excluding liability arising from wilful misconduct, negligence, breach of confidentiality obligations under clause 5 of the Agreement, infringement of Company or third-party Intellectual Property Rights.

Om Narayan



11. CONSEQUENCES ON EXPIRY OR TERMINATION

- 11.1 Upon the expiration and/or earlier termination of this Agreement, and unless otherwise provided in this Agreement:
- (a) all rights granted to Client under this Agreement shall stand terminated.
 - (b) Neither Party shall represent the other Party in any of its dealings.
 - (c) Neither Party shall intentionally or otherwise commit any act(s) as would lead a third party to believe that the other Party is still associated with the former Party in terms of this Agreement.
 - (d) Each Party shall, immediately cease to use all Intellectual Property Rights of the other Party under this Agreement.
 - (e) Each Party shall return/ destroy or delete all Confidential Information and other material as per the instructions of the other Party and certify to the other Party in writing that it has done so.
- 11.2 Notwithstanding any other provisions in this Agreement, after the termination / expiry of this Agreement, Company shall be entitled but not obligated to: (a) continue to support its users acquired vide this Agreement post the Effective Date and on or prior to the effective date of termination / expiry of the Agreement; in return for payments from the Client or students as mutually agreed between the Parties.

12. NOTICES

- 12.1 Any notice or other communication given pursuant to this Agreement must be in writing and: (a) sent by electronic mail transmission AND (b) sent by registered mail with acknowledgment due, postage prepaid, as follows:

If to Company:

Address: RVR Innovations LLP, A-36, Chhatarpur Extension, New Delhi- 110074
Attn: Om Narayan Rai, The Head – Academia Relations
E-mail: om@mytat.co

If to Client:

Client's address: JECRC Campus, Shri Ram ki Nangal, via Sitapura RIICO Tonk Road, Jaipur-302 022
Attn: Dr. Vinay Kumar Chandna, Principal, JECRC
E-mail: principal@jecrcmail.com

- 12.2 The Parties from time to time may change its address or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party hereto. Any such change in the address or other information of either Party shall be notified to the other Party in the same manner mentioned hereinabove.
- 12.3 In the event a Party refuses delivery or acceptance of a notice, request or communication under this Agreement, it shall be deemed that such notice, request or communication was given upon proof of the refused delivery, provided such notice, request or communication was sent in the manner specified in this Agreement.

13. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 13.1 The Parties agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by amicable settlement and discussion, failing which by arbitration.
- 13.2 All disputes or differences arising between the Parties shall at the first instance be attempted to be resolved amicably between the Parties in a conciliatory manner within 15 (fifteen) days. On the failure of conciliation, the dispute in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to

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Registered office: A 36, Chhatarpur Extension, New Delhi, South West Delhi -110074, India
LLPIN: AAR-7723 | Email Id: rohits@mytat.co

Om N

[Signature]

and resolved by arbitration in New Delhi in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be presided over by a sole arbitrator jointly appointed by the Parties. The language of arbitration shall be English. The order passed by the arbitrator shall be final and binding upon the Parties.

- 13.3 Subject to the above clause 13.2, the courts of New Delhi, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement, without regard to the principles of conflicts of laws. This Agreement shall be governed by and construed under the laws of India.

14. GENERAL

- 14.1 **Assignment** - Neither Party shall assign or transfer this Agreement or any rights or obligations hereunder, without prior written notice to the other Party. Any purported assignment or transfer of this Agreement by one Party without notice to the other will be null and void. This Agreement will be binding on the Parties and their respective successors-in-interest and permitted assigns. Company may assign to its Affiliate only.
- 14.2 **Change of Control** - Each Party shall notify the other Party within 30 (thirty) days upon any change of Control in such Party. Upon receipt of a notice of change of Control under this Clause, each Party may, at its option, terminate this Agreement by giving the other Party 30 (thirty) days' prior written notice and provide all necessary exit assistance to such Party, subject to the terms of the Agreement.
- 14.3 **Equitable Relief** -In the event of any actual or threatened breach by a Party, the other Party may be entitled, in addition to such other legal or equitable remedies which might be available, to seek an immediate injunction in a competent Court of jurisdiction enjoining any breach or threatened breach of this Agreement. It is clarified that nothing in Clause 13 (*Governing Law, Jurisdiction and Dispute Resolution*) is intended to prevent either Party from obtaining injunctive relief in Court to prevent irreparable harm pending the conclusion of any arbitration. Each Party shall bear its own attorneys' fees and costs in proceeding brought pursuant to this paragraph, unless such Court determined otherwise.

15. FORCE MAJEURE

If the performance by either Party of any of its obligations hereunder is in any way prevented, interrupted, hindered or delayed directly or indirectly due to a fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, act of God, act of terrorism, strikes, lockouts, court order, internet shutdown, pandemic, power outages, equipment or transmission failure or any other cause that is reasonably beyond the control of such Party ("**Force Majeure Event**"), the due date of performance of the affected Party's obligation under this Agreement shall be extended until the effect of such a Force Majeure Event has ceased. Provided that the Party so affected shall use its best efforts to mitigate, avoid or remove such cause or non-performance and to restore performance to normal level as reasonably quickly as possible whenever such causes are removed. The affected Party, which has been prevented from performing the obligation, shall notify the other Party of the Force Majeure Event forthwith. The affected Party shall not be liable for any breach or non-observance of this Agreement on account of any circumstance beyond its control. In the circumstance that the Force Majeure Event continues for a period of 3 (three) continuous months, the unaffected Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the affected Party, without liability to the other Party.

16. RELATIONSHIP BETWEEN PARTIES

The Parties shall act in all matters pertaining to this Agreement as independent Parties. Neither Party shall have any authority hereunder, express or implied, to contract on behalf of the other Party with any third party and shall not hold itself out as having such powers or authority. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner



of the other or create any analogous relationship. Neither Party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other Party or its Affiliates or in any manner assume or create, or attempt to assume or create, any obligation (binding or otherwise) on behalf of, or in the name of, the other Party or its Affiliates.

17. **SEVERABILITY**

If any provision of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with Applicable Law.

18. **THIRD PARTY BENEFICIARIES**

The Parties do not intend, nor will any clause be interpreted to create any obligation to, or right or benefit to, any third party under this Agreement from either Company or Client, except as set out herein.

19. **WAIVER**

No delay or omission in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either Party of any of the covenants to be performed by the other Party or any breach by the other Party shall not be construed to be a waiver of any succeeding breach or of any other covenant. To be effective, waivers must be in writing and signed by a duly authorized representative of the Party alleged to have waived or consented.

20. **SURVIVAL**

Termination or expiry of this Agreement shall not affect those provisions hereof that by their nature or otherwise are intended or necessary to survive such termination/expiry. Further, after termination or expiry of this Agreement, and at any time during its continuance, neither Party shall knowingly take any action that has the effect of disparaging the other Party.

21. **REMEDIES**

All remedies shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

22. **ENTIRE AGREEMENT**

This Agreement (including the Annexures hereto) constitutes the entire, final and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, communications, negotiations and agreements, written or oral, with respect to the subject matter hereof.

23. **AMENDMENTS**

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the authorized representatives of the Parties. In the event, the Parties wish to change the scope of this Agreement, the Parties shall execute a supplementary agreement which shall be regarded as an integral part of this Agreement and shall be equally valid. In the event of any inconsistency or conflict between the provisions of this Agreement and those of the supplementary agreement, the provisions of the supplementary agreement shall prevail.

24. **CAPACITY**

The Persons executing this Agreement represent and warrant that they have the authority to bind the Party on whose behalf they are executing this Agreement, to the terms and conditions contained herein.

25. COUNTERPARTS

This Agreement may be executed in 2 (two) counterparts, and each such counterpart shall be deemed to be an original instrument, but both counterparts together shall constitute but one Agreement. This Agreement may be executed and delivered by electronic or facsimile and upon such delivery the electronic or facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of 6th March 2021.

For Company

Om Narayan

Name: Om Narayan Rai
Title: Head – Academia Relations
Date: 6thMarch2021

Witness



Name:
ID No:
Address:

For Client

Dr Vinay Kumar Chandna

Name: Dr Vinay Kumar Chandna
Title: Principal
Date: 6thMarch 2021

Witness

PRINCIPAL
JalpurEngineering College &
Research Centre
Tonk Road, Jaipur-302022

Name:
ID No
Address:

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ANNEXURE 1SCOPE OF WORK**1. Proposal Objective & Broad Scope**

The objective of this initiative is to propose an integrated and inclusive ecosystem system that supports improved employable skill acquisition processes through process automation, electronic support of information presentation, and information with regards to learning management at JECRC. A combination of our resources will be used to map the journey of students which will include: -

- a) Diagnostics of the relevant skills levels using MYTAT's Assessment platform
- b) Skills gap analysis using MYTAT's Assessment Platform
- c) Basic skills training to be imparted in collaboration with JECRC.
- d) Technical internships and advanced skills upgrading program to be run by our MYTAT platform.
- e) Assistance in obtaining employment opportunities for suitable students.
- f) Planning & organizing events for increasing employment opportunities

2. Execution

Our team will utilize a phased transition plan with the intent of being ready to commence on its indicative deliverables on the mutually agreed timeframe, from the project kick-off. The proposed phases are described below as milestones.

a) 1st Milestone: Project Start-up & Baseline Configuration

Our team will commit the required resources to begin project start-up and initial requirements gathering activities after full execution of the collaboration agreement. Based on material and information presented it will start establishing the project infrastructure, discuss implementation options, begin gathering requirements for a baseline configuration and analyzing the source system data. This baseline configuration will be a basis for demonstration and initial discussions with the JECRC. With an established baseline, our Team will be able to quickly adapt the process on JECRC input.

i. Major Activities:

- JECRC to assist in mapping students to MYTAT platform through their website/webpage.
- Our team to map user id and password for each student to access all the modules as specified under:
 - Learning
 - Practice
 - Internship
 - Jobs
 - Projects
- JECRC Project Management team to communicate the access link to all the users, with a link of assessment for classified groups to assess the skill gaps with a closure timeline (as mutually agreed) and demography.
- MYTAT team to publish the daily assessment completion report till the last date of completion.
- Define Contents of Basic & Advance Skills courses in collaboration with JECRC.

b) 2nd Milestone: Implementation of Modules

Our team will publish the skill gap analysis as per the agreed demographic specifications: -

- i. For JECRC
- ii. Participants

- iii. Gap Analysis – "Fit Gap" MYTAT will work with the JECRC to conduct a fit-gap analysis to determine what solution functionality best meets the student requirements (as per current skill requirement trends in the market for fresher hiring).
 - iv. MYTAT will create, prepare and show case it's assessments to JECRC
 - v. MYTAT will be responsible for creating the final list of functional and technical support requirements if applicable.
 - vi. MYTAT shall produce a full fit gap Report to the JECRC Project Manager based on agreed and available demographics.
 - vii. The JECRC Project Manager will visit the solution(s) – Learning, Practice, etc. to understand the relevancy.
 - viii. The solution implementation will proceed after this skill gap is reviewed.
 - ix. Intuitive Learning Content for skills Development Cycle:
 - Basic (Free of cost)
 - Advanced (Cost Based) to include: -
 - Industry specific
 - Assessment Based
 - Certification
 - Instructor Led
 - x. Practice:
 - Assessment Practice for Employment
 - xi. Projects & Internships to be cost based and can be a one or combination of the below: -
 - Instructor Led
 - Learning & Experiential Learning
 - Certification
 - xii. Assist in stipend-based internships.
 - xiii. Assist in Jobs for Freshers
- c) **3rd Milestone: Communication & Reports**
- i. JECRC PM to push communication to all the students to use the available modules as per classified groups.
 - ii. MYTAT team to publish the usage report on agreed periodical basis.

3. Deliverables of MYTAT:

Entire Platform & Eco System for: -

- a) Diagnostic Assessments in collaboration with JECRC.
- b) Skills based assessments in collaboration with JECRC.
- c) Basic Learning in collaboration with JECRC (Free – Content, Learning Linked Assessments
- d) Advanced Learning (Cost Based) – Content, Learning & Learning linked assessments.
- e) Practice (Free)
- f) Assistance in guiding students for job opportunities (subject to condition listed below):-
 - i. Student have used the MYTAT platforms for learning skills.
 - ii. Has undertaken assessments so as to be able to define their respective learning graphs and skills gap analysis.
 - iii. Students have shown positive learnability and understanding of acquired skills.
 - iv. MYTAT platform is able to generate detailed analytical reports for the students to be utilized for projecting them to potential employers.
- g) Reports for JECRC.
 - i. Skill Gap Analysis – Group & Candidate Profile
 - ii. Learning Impact
 - iii. Usage & Participant Insight
 - iv. Issues, Resolutions, Downtime etc.
 - v. Learning gap reports for JECRC for discussion on improvement.

- h) Online Skill Development, Industry Interaction Sessions in collaboration with JECRC to include: -
- i. Faculty/Facilitator
 - ii. Course Curriculum/Content

4. Deliverables of JECRC:

- a) Seamless access to relevant database to ensure functioning of MYTAT platforms in the interest of students.
- b) Communication management to funnel students to adopt & use our platforms.
- c) Provide Infrastructure, if required on chargeable basis (to be mutually defined) to include: -
 - i. Smart class, Hostel, Seminar Hall etc.
 - ii. Logistical support to host events.
 - iii. Audio/Video equipment
 - iv. Other relevant technological equipment at its disposal to ensure success of events/program.
- d) Branding of JECRC wide initiatives hosted on MYTAT platform
- e) Hosting of Placement Drive(s) on need basis
 - a. Coordination and Communication support
- f) Introduction to various third parties associated with JECRC relevant to the employability of students and working in close collaboration with our team to reach out to such parties jointly.
- g) Any other support required by our company to ensure the success of the program.
- h) JECRC understands that this program cannot be successful without JECRC's complete support and involvement.

5. Communication Plan

Company's Team shall assist in defining the steps / processes / tools available to communicate project information to JECRC Project manager and key stakeholders. Communication to JECRC students and employees is the sole responsibility of the JECRC. The communication plan will be utilized to manage communications throughout the project. Any new information that affects the communication management plan will be used to refine the plan as necessary during each project phase. The communication plan shall be maintained by the JECRC Project Manager in conjunction with input from Company's project manager.

6. Project Management

- a) Company's Project Management Responsibilities will include:
 - i. Coordinating the development of the project plan in consultation with the JECRC Project Manager and Team Members and Governing Authorities
 - ii. Managing, in conjunction with JECRC PM where applicable, escalations where needed.
 - iii. Management of own and their Partner resources and teams to ensure the timely delivery of items identified as "In scope" within this SOW.
 - iv. Ensuring that members of the JECRC staff are sufficiently educated to understand the implications of this association, services, the platform and features.
 - v. Providing JECRC with timely and detailed descriptions of the items identified as "MYTAT task" within this SOW.
 - vi. Advising the JECRC of expected completion dates for items identified as "MYTAT task" within this SOW.
 - vii. Advising the JECRC of the impact on the expected delivery dates of "JECRC task" items when prerequisite MYTAT tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
 - viii. Monitoring the progress of the project, publishing reports, analysis in timely manner and advising the JECRC of risks to its on-time completion
- b) JECRC Project Management Responsibilities to include:
 - i. The timely delivery of items identified as "JECRC task" within this SOW



- ii. Advising MYTAT of expected delivery dates for items identified as "JECRC task" within this SOW specially when they are prerequisite to Company Task
- iii. Ensuring that orders (if any) contain a full specification of requirements.
- iv. Ensuring that all JECRC team members have a clear understanding of their responsibilities to the project.

7. JECRC Resources:

In addition to the above JECRC will provide Infrastructure Support (if required) like: –
Robotics Lab, Smart Classes for online learning

- Data access for easy migration of students in learning and assessment environment
- Communication – to the relevant forums, mediums for optimum penetration of this initiative

8. Indicative Fees

- a) There is no upfront fees that the Company will charge JECRC or its students for providing access of its students to company's platforms.
- b) Company will work jointly with JECRC to identify and provide suitable basic/advance or upskilling modules /internships.
- c) The course/modules will be divided into two basis parts, namely – Basic & Advanced. While the Basic modules will be free for the students, the Advanced/upskilling modules will be paid. However, students are free to register for advanced programs at their own free will.
- d) The cost of the paid modules will vary from type to type depending on number of students per batch.
- e) Indicative list of Basic Level Courses/Modules to be offered free of cost as under:
 - e.i.1. C++ Programming
 - e.i.2. Data Structure with C++
 - e.i.3. Python Programming Fundamentals
 - e.i.4. Basic of Querying Database
- f) Indicative list of Advance Level Courses/Modules which will be offered on a fees-based model, to include: -
 - f.i.1. Data Science
 - f.i.2. Full stack Development
 - f.i.3. Front End Development
 - f.i.4. Network & Cyber Security
- g) It is understood by both parties that the above-mentioned training topics are indicative in nature and will change from time to time depending on the feedback from the Company and changing industry norms.
- h) It is understood that the above-mentioned topics may have multiple modules and sub-modules based on the nature of training to be imparted.
- i) Company will provide complete Course content include notes & cases studies of respective course programs.

9. Timeline

Ser	Milestones	Scheduled Completion
1	Project Start-up & Baseline Configuration – Defined as Step 1	21 Days from Contract Signing
2	Implementation of Modules – Defined as Step 2	21 days from completion of Step 1
3	Communication & Reports – Defined as Step 3	Ongoing post completion of Step 2




For Company

Om Narayan



Authorized Signatory
Name: Om Narayan Rai
Title: Head – Academia Relations
Date: 6th March 2021

For Client

Dr Vinay Kumar Chandna

PRINCIPAL
RVR Engineering College &
Research Centre
Tork Road, Jaipur - 302022

Authorized Signatory
Name: Dr Vinay Kumar Chandna
Title: Principal
Date: 6th March 2021

ANNEXURE B**ADDITIONAL PROVISIONS**

"Level 1 Support" means first level of support offered to clients which includes but not limited to:

- basic help desk resolution
- self-help and user-retrieved information;
- having detailed product and technical information;
- respond to requests received through email, web sites, or social media;
- respond to service receive services within the given timeline using emails, telephone, chats etc.;
- send questions and requests to upper support tiers or company personnel;
- create, maintain, and update product information;
- support for basic customer issues such as solving usage problems and fulfilling service desk requests that need IT involvement;
- to solve known problems and to fulfill service requests by following scripts;
- support personnel with deep knowledge of the product or service;
- if no solution is available, Level 1 support personnel escalate incidents to a higher tier.

"Level 2 Support" means on-going maintenance, support and assistance services ("**Services**") to the Company's platforms with regard to technical, administrative and service-oriented issues relating to the utilization, transmission and maintenance of MYTAT Tool.

1. The Company shall only provide Level 2 support as and when required to maintain the functionality of the platform/s
2. Post expiry/earlier termination of the Agreement, technical support may be provided to the Client, on terms as mutually agreed between the Parties.
3. Company shall make reasonable efforts to reply, by way of an email, to any queries/clarifications sought by Client pertaining to the use of the MYTAT Tool, within 7 (seven) days upon receiving any enquiry from Client.
4. Support Hours - Monday to Friday, 9 AM to 5 PM (IST).
5. Point of Contact.
 - Support email address - support@mytat.co
 - Escalation Matrix
 - Level 1 - supportraj@mytat.co
 - Level 2 - Om Narayan Rai, Head – Academia Relations; Email - om@mytat.co

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Om Narayan
6/03/21





**BHARTIYA SKILL DEVELOPMENT
UNIVERSITY, JAIPUR
SCHOOL OF MANUFACTURING SKILLS**

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

BHARTIYA SKILL DEVELOPMENT UNIVERSITY JAIPUR

(BSDU)

AND

JAIPUR ENGINEERING COLLEGE & RESEARCH CENTRE JAIPUR

(JECRC)

FOR

**TRAINING, INTERNSHIP, RESEARCH & DEVELOPMENT, SEMINARS,
WORKSHOPS AND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Hereinafter called as the 'MOU') is entered into on this the 16-12-2020 by and among BHARTIYA SKILL DEVELOPMENT UNIVERSITY JAIPUR (BSDU), India represented herein by Principal (SMS)

AND



BHARTIYA SKILL DEVELOPMENT UNIVERSITY, JAIPUR

SCHOOL OF MANUFACTURING SKILLS

JAIPUR ENGINEERING COLLEGE & RESEARCH CENTRE JAIPUR (JECRC) represented by its

P. J. V. K. Chaudhary

WHEREAS:

- A) The BSDU is engaged in providing skills training in various faculties based on Swiss Dual System of Skills Training. The BSDU awards certificates, diplomas, advance diplomas and B. Voc. Degrees to students after 10+2 schooling. It also awards M. Voc. And Ph.D. Degrees to the Candidates. BSDU has a flexible program and students can enter/exit at any time. The whole curriculum has been aligned to UGC/AICTE/NSDC/Sector councils.
- B) The JECRC is an engineering college approved by AICTE & affiliated to Rajasthan Technical University, Kota focused on undergraduate and graduate programs, and research.
- C) Both the institutions intend to cooperate and focus their efforts on cooperation within areas of Training, Education, Research and Development.
- D) Both the institutions being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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

CLAUSE 1

CO-OPERATION

1. Both the institutions are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operation within the institutions 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.
2. The co-operation between BSDU and JECRC will facilitate effective utilization of the intellectual capabilities of the both Parties providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of each other.
3. The general terms of co-operation shall be governed by this MOU. Both shall cooperate with each 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.

PJK

P. J. V. K. Chaudhary



**BHARTIYA SKILL DEVELOPMENT
UNIVERSITY, JAIPUR**
SCHOOL OF MANUFACTURING SKILLS

CLAUSE 2

SCOPE OF THE MOU

The goal of this cooperation may concern to develop skill, academic and scientific relationship, to provide opportunity for global experience in any field or subject upon which the parties agrees. It will include various activities such as:

1. To provide summer internship / training of duration 4/6 weeks to the students of JECRC (Mechanical Engineering) at BSDU. The duration of the training program may be extended as per the mutual agreement. The summer internship / training fee will be fixed as per the mutual agreement.
2. To exchange information on research and educational programs
3. To exchange information on teaching. Learning material and other literature relevant to their educational and research programs.
4. To jointly organize seminars, conferences, or workshops on topics of mutual interest to invite each other's faculty to participate therein
5. To jointly propose and engage in research and training programs sponsored by funding agencies, and to invite each other's faculty to participate therein
6. There is no financial commitment on the part of the BSDU and the JECRC as per this MOU. All financial will be dealt separately

CLAUSE 3

INTELLECTUAL PROPERTY

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

1. This Agreement will be valid for three years. It may be terminated by either Party as per mutually agreed terms. Any act on the part of either party after terminations of this Agreement by way of communications, correspondence etc., shall not be construed as an extension of this MOU. Any of the parties withdrawing from this MOU shall not affect the understanding among the remaining parties in any way.



**BHARTIYA SKILL DEVELOPMENT
UNIVERSITY, JAIPUR**
SCHOOL OF MANUFACTURING SKILLS

2. Both the party may terminate this MOU Upon 30 calendar days' notice in writing. In the event of Termination, both the Parties have to discharge their obligations to the students already undergoing training under this MOU.
3. In case of termination of the MOU, the course which is running at that time will be allowed to be run completely to ensure that no candidate is harmed in any way.

AGREED:

For Bhartiya Skill Development University
Centre

Jaipur

Authority Signatory

PRINCIPAL
School of Manufacturing Skills
Bhartiya Skill Development University

Witness

For Jaipur Engineering College & Research

Jaipur

PRINCIPAL
Authority Signatory
Jaipur Engineering College &
Research Centre
Tonk Road, Jaipur-302022

Witness

Letter of Understanding (LOU)

Between

CSRBOX

And

Jaipur Engineering College And Research Centre

This Letter of Understanding (LOU) is effective from 26th November 2020 ("Effective Date"), is entered into by and between

CSRBOX (Renalysis Consultants Pvt. Ltd.) having its corporate office at 401-402, Binori Bsquare I, Near Landmark Hotel, Ambli-Bopal Road, Ahmedabad, Gujarat, India 380051.

(Hereinafter referred to as "IBM SkillsBuild Country Partner-CSRBOX")

And

Jaipur Engineering College And Research Centre having its address as office at Shri Ram ki Nangal, via Sitapura RIICO, Opp.EPIP Gate, Tonk Road, Jaipur, Rajasthan 302022

(Hereinafter referred to as "Jaipur Engineering College And Research Centre").

Recitals

- I. Whereas, IBM SkillsBuild represented by its country partner for India-CSRBOX, is skill building & learning digital platform where users can achieve industry relevant skills, get IBM certified badges & seek employment opportunities for Free.
- II. Whereas, **Jaipur Engineering College And Research Centre** is one of the top Engineering colleges in Northern India committed for creating knowledge, skills and problem solving abilities among students of all ranks and has created necessary manpower and infrastructure to implement Outcome Based Education.

Objectives

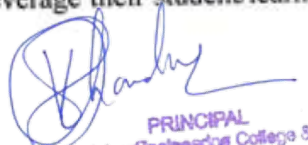
The objective of this LOU is to mutually complement both of the above parties' energies, outreach and efforts to curate opportunities of collaborations, sharing of knowledge resources and jointly work on building capacities of the users through the IBM SkillsBuild Platform.

Duration

This LOU is initially for one year duration w.e.f 26th November, 2020.

Operational Aspects

Where IBM SkillsBuild will on-board **Jaipur Engineering College And Research Centre** as the 'Partner' for IBM SkillsBuild platform, and work closely with Jaipur Engineering College And Research Centre's Team to leverage their student/learner base and other important stakeholders to


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Research Centre
Tonk Road, Jaipur-302022

build industry relevant skill set & enhance employability prospect of students/ learners by providing market-linked skills. IBM SkillsBuild Country Partner-CSRBOX will facilitate the on-boarding of learners (students) on the platform while **Jaipur Engineering College And Research Centre** will help in encouraging students to leverage the platform for better learning opportunities.

In order to maintain the desired level of social media outreach, each party promises to follow the branding guidelines for social media amplification sent as a part of the communication package. With respect to the social media outreach, each party will also appoint an appropriate person(s) to represent its organization.

Termination and Extension of LOU

The partnership covered by this LOU shall terminate upon completion of the agreed upon period. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect, if there is no resolution available for the breach. This LOU can be extended further as per the mutual agreement between the parties.

Financial Aspects

This LOU is of non-financial in nature where there is no financial transaction or provisioning involved.

The terms and provisions in this LOU also apply to any subsequent Addendum to this agreement. IN WITNESS WHEREOF, the parties hereto have executed this LOU on the day 26th of Nov 2020.


26/11/2020

Dr. R. K. Mangal
Registrar
For Jaipur Engineering College and Research Centre
Shri Ram ki Nangal,
Via Sitapura RIICO,
Opp. EPIP Gate, Tonk Road,
Jaipur, Rajasthan 302022




DIRECTOR
Reanalysis Consultants Pvt. Ltd
Nayagaon-390004

Manoviraj Singh
Project Manager
For IBM SkillsBuild (CSRBOX)
401-402, Binori Bsquare I,
Ambli-Bopal Road, Ahmedabad
Gujarat, India 380051

Memorandum of Understanding BETWEEN Department of Information Technology & Communication, Government of Rajasthan AND Jaipur Engineering College and Research Centre (JECRC), Jaipur

This MoU is made at Jaipur on the 4th day of February 2021 (hereinafter referred to as the "MoU".)

BETWEEN

<<Principal Secretary, Department of Information Technology & Communication >>, on behalf of Department of Information Technology & Communication, Government of Rajasthan having its office at IT Building, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan – 302005 (hereinafter referred to as "DoIT&C") which expression, unless repugnant to the context or meaning thereof, includes its successors and assigns, of the **First Part**

AND Jaipur Engineering College and Research Centre (JECRC), Jaipur hereinafter referred to as "Host Institute" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the **Second Part**.

("DoIT&C" and "Host Institute" shall hereinafter be referred to as individually as a "Party" and collectively as "Parties").

1. PREAMBLE

WHEREAS, the Department of Information Technology & Communication ("DoIT&C"), Government of Rajasthan has been entrusted the task of nucleating and promoting business enterprises for the benefit of the society by providing facilities/resources to the entrepreneurs/entrepreneurial ventures.

WHEREAS, the "DoIT&C" shall support/guide/stimulate/promote Entrepreneurial and Management Development of Startups by providing an integrated platform and by policy formulation, planning, implementation and monitoring of Startup Promotions.

WHEREAS, the "Host Institute" is an Academic institution cum Incubator promoting and nurturing Incubation and Entrepreneurship by providing support and environment for conceiving, realizing, promoting and nurturing entrepreneurship culture and development of knowledge based entrepreneurship amongst Students, Faculty & Staff of the institution and other institutes as well as any other aspiring entrepreneurs in Rajasthan leading to successful ventures.

WHEREAS, the "Host Institute" is willing to be part of journey to promote Startup ecosystem in the state of Rajasthan by partnering with DoIT&C by leveraging its extensive experience and resources for the promotion of Startups;

1

Sumit
निदेशक, सूचना प्रौद्योगिकी और संचार विभाग
राजस्थान, जयपुर

[Signature]
PRINCIPAL
Jaipur Engineering College &
Research Centre
Tank Road, Jaipur-302022

2. RESPONSIBILITIES

Both parties hereby agree to work collaboratively on following points for the effective and efficient engagement towards strengthening and streamlining innovation and entrepreneurship ecosystem development:

- 2.1 To bring all Incubatees /Startups of Academic Institution on a single platform called iStart so that maximum Startups get benefitted by startup policy of state government of Rajasthan
- 2.2 To encourage and promote iStart program related to student innovation, incubation and startup in various public forums, alumni network, and other related associations wherever possible
- 2.3 To support each other by extending respective institutional expertise in terms of technology, knowledge and management aspects towards strengthening Rajasthan's innovation and entrepreneurship ecosystem
- 2.4 To enable access to mentors
- 2.5 To share the best practices and provide access to resources and knowledge repository on request within the institutional capacity for the better design of new programs and policies in the area of innovation and startup ecosystem of Rajasthan.
- 2.6 To design and implement various collaborative programs with a view to create synergy by linking Incubatees/Startups of Academic Institution with iStart to provide mentoring and handholding support for building strong creativity and innovation framework.
- 2.7 To conduct joint outreach, awareness activities and roundtable discussions in the area of common interest to encourage student innovation and student startup programs/policies across the country.
- 2.8 Mutually work together to co-design new programs for policy and program intervention in line with supporting innovation and entrepreneurship in Rajasthan
- 2.9 To hold regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration
- 2.10 To facilities recognition of student's innovation generated out of the programs run by the parties for strengthening the innovation and startup ecosystem in Rajasthan.
- 2.11 To provide information and assist in building network of angel investors, VCs, etc. in the State for fueling Rajasthan Startup ecosystem with financial strength
- 2.12 To provide all necessary support in terms of sharing information on Startups, their progress and achievements, from time to time and partner for joint programs.

3. SCOPE OF MoU

NOW THEREFORE, as duly communicated and agreed by and between the parties, the signatories agree to start cooperating to promote creative innovative entrepreneurship within the following broad areas:

3.1 Knowledge Exchange: Learning and Sharing Best practices on Innovation and Startup Ecosystem Development at Micro & Macro level would consist of following sub themes;

- Open Innovation and startup promotion models; state policies & programs
- Academic programs for Start-up & Innovation
- Coaching & mentoring
- Incubation & Acceleration Industry
- Investor & Venture Capital Environment
- IP regulation, tools & technology transfer practices
- Human Resource development


विस्टम एनालिसिस अभियान निदेशिका
सूचना प्रौद्योगिकी और संचार विभाग
राजस्थान सरकार

2


PRINCIPAL
Jayprakash Chaudhary
Rajasthan Centre
Tonk Road, Jaipur-302012

3.2 Innovation & Startup Exchange: State/National level business linkages for Startups through co-incubation and short acceleration programs and Access to Innovation labs for selected startups

- Joint strategic counseling of fast-growing ventures
- Provision of access to innovation labs for proven innovations and co-incubation opportunities for Startups
- Acceleration programs

3.3 Exchange of Faculties/Mentors

- Exchange of Mentors/Faculties for training/mentorship programs (Mentors registered with iStart as well as associated with Host Institute)

3.4 Ecosystem Development of Innovation & Startup

- Promote, Participate and Engage diversified stakeholders (including Students and Alumni)
- Organize state-level program, business seminars, workshops, exhibitions and conferences

3.5 Identification of Further collaboration

- Provide access and institutional linkage opportunity for incubates to interact and explore joint R&D collaboration
- Partnership with related organizations; new collaboration opportunities
- Exploration of new models of innovation and joint-piloting


4. TENURE OF MoU

This MoU is valid, subject to fulfillment of the conditions as mentioned herein for a period of thirty six(36) months from the date of its coming into effect or any other date ("Effective Date") as may be notified by DoIT&C. However, this can be extended with mutual written agreement by both parties. Both parties agree to bear their own expenses relating to deliverables under this agreement.

5. CONFIDENTIALITY

5.1 For the purposes of this Agreement, the term "Confidential Information" shall mean all non- public written, electronic, oral, visual or intangible information disclosed to **Host Institute** by DoIT&C or as may be voluntarily learnt or observed by the **Host Institute** or its employees of representatives. Each Party will maintain the confidentiality of any information it receives from the other Party which is marked confidential or proprietary or which would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

5.2 It may be necessary for DoIT&C to disclose or exchange certain confidential and proprietary information with the **Host Institute**. The **Host Institute** undertakes on its behalf and on behalf of its employees/representatives/associates etc. involved in the **Host Institute's** company to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project/ Startup under this MoU for any purpose other than in accordance with this MoU and for the commercialization of the Project/ Startup.


सिखार प्रौद्योगिकी और संचार विभाग
राजस्थान, जयपुर 3


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Research Centre
Tonk Road, Jaipur-3

5.3 The confidentiality does not apply to information:

- i. that is in the public domain through no fault of a Party,
 - ii. is required to be disclosed by law,
 - iii. is disclosed with the consent of the disclosing Party,
 - iv. is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party
- or
- v. was previously in the receiving Party's possession, as shown by its pre-existing records, without violation of any responsibility of confidentiality

5.4 The **Host Institute** shall not use the confidential information of DoIT&C except with the prior consent of DoIT&C or where the disclosure is to employees, directors, agents, consultants or parent or subsidiary companies on a need to know basis for the purposes of this MoU.

5.5 Notwithstanding anything contained in this MoU, the **Host Institute** shall adhere to the provisions of the Information Technology Act, 2000 (Act), and/or such other applicable laws with respect to data security, breach of privacy and confidentiality.

5.6 The **Host Institute** agrees that the remedy at law for the breach of any provision of this Clause, if deem inadequate, the DoIT&C shall be entitled to seek injunctive relief, in addition to any other rights or remedies which they may have against such breach.

6. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective responsibilities 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, earthquakes, strikes not confined to the premises of the party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such even the Party affected thereby shall give a notice in writing to the other within thirty (30) days of such occurrence or cessation.


If the force majeure conditions continue beyond three (3) months, the Parties shall jointly decide about the future course of action.

7. TERMINATION OF ENGAGEMENT AND EXIT POLICY

Both parties can terminate this agreement at any point by giving one (1) month advance notice in writing of their termination to the other party from the date of coming into effect of this agreement. Unless DOIT&C so decides, MoU with the **Host Institute** would be terminated on the expiry of the defined time of Thirty Six (36) months (or any extension granted in writing) since the Effective Date.

8. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

8.1 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.








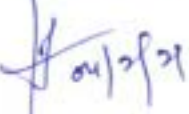

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सूचना प्रौद्योगिकी और सफ़ायर विभाग
राजस्थान सरकार


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Jaipur Engineering College &
Research Centre
Tonk Road, Jaipur

- 8.2 The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 8.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration. Parties agrees that the venue of Arbitration shall be Jaipur, Rajasthan and Principal Secretary, DOIT&C will be the sole Arbitrator.
- 8.4 Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

Signed on this 4th day of February, 2021

For & on behalf of the Dept. of IT&C, GoR:	For & on behalf of the Host Institute
<p>Signature: </p> <p>Name: _____</p> <p>Designation: _____</p> <p>Postal Address: _____</p> <p>Seal: _____</p> <p>Witness (Name & Address)</p> <p>1. </p> <p>2.</p>	<p>Signature: </p> <p>Name: Prof. Vinay Kumar Chandna</p> <p>Designation: Principal</p> <p>Postal Address: JECRC Campus, Shri Ram ki Nangal, Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302022</p> <p>Seal: </p> <p>Witness (Name & Address)</p> <p>1.  </p> <p>2.  </p>

INTERNSHALA COLLEGE REGISTRATION AGREEMENT

This Agreement is executed on 01.09.2021 by and between:

Scholiverse Educare Private Limited, having its registered office at B-610, Unitech Business Zone, Nirvana Country, Sector-50, Haryana - 122018, acting through its authorized representative Mr. Samay Bhatnagar, Head, University Relations (hereinafter referred to as "Internshala");

AND

Jaipur Engineering College and Research Centre, Jaipur (hereinafter referred to as the "JECRC, Jaipur" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns) of the other Party; acting through its authorized representative Prof. (Dr.) Vinay Kumar Chandna

Internshala and College may be referred to as 'Party' individually and as 'Parties' collectively, as the context may require.

Overview:

This agreement is regarding the college registration of 'Jaipur Engineering College and Research Centre, Jaipur' with 'Internshala'.

Responsibilities of Internshala:

- Create student accounts for all the students registered by the College.
- Provide weekly internship update to all the students registered by the College as per their filled in preferences
- Provide an online resume maker to all the students of the College registered with Internshala.
- Safeguard students' data as per Internshala privacy policy (<https://internshala.com/privacy>)
- Inform the college when students get selected for an internship.
- Provide College with Internshala logo and brand name to be used in College's communications (internal or external) and on its website to recognize Internshala as the internship and training partner and any other purpose limited to the scope of the agreement.

Responsibilities of College:

- Recognize Internshala as the internship and training partner in all internal and external communications including on its website and in admission/media brochures.
- Send a communication to all the students and faculties regarding the association and direct/encourage students to verify their accounts.
- Provide the information of all the interested students of the College as required by Internshala for their registration. The information should contain the first name, last name, mobile number and the email address of all the students of the College.
- Regularly post a list of students selected for internships through Internshala every month on the college's noticeboard.
- Authorize Internshala to recognize college, using College logo and/or brand name, as a registered user in its communications (internal or external) and on Internshala platform only for the purpose limited to the scope of the agreement.

Commercials:

This is a non-commercial agreement whereas neither party is required to make any payment to other party for carrying out the responsibilities listed in this agreement.

Term and Termination:

This agreement will be operational and valid from <date> and the initial tenure of the agreement is 1 (one) year. Upon completion of the tenure, the agreement can be renewed for another 1 year and so on with mutual consent of both parties.

Under normal circumstances, either party wanting to terminate the agreement can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least one month prior to termination date.


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Indemnity

The college understands and agrees that all the information provided on Internshala related to internships and trainings is provided on an as is basis. It further agrees that while Internshala makes efforts to ensure the accuracy of the information supplied, it does not guarantee it and the college will choose to disseminate this information to its students solely at its discretion. The college agrees to defend, indemnify and hold harmless Internshala, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any loss, claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to its use of content of Internshala platform feed that it posts, stores or otherwise transmits on or through its platform(s) or to its students or general public at large.

The college understands and agrees that as a platform, Internshala acts as a bridge between the organizations who wish to hire interns and the students who wish to apply for the internships. We make best efforts to bring the best internships on the platform, educate students about the same and ensure that they can apply to these internships in a seamless manner. However, the eventual hiring decision, rightfully, resides with the organization which is hiring interns and is dependent on several factors such as the skills of the applicant, quality of her applications, competition, requirements and assessment process of the organization, student's availability at the required location and for the desired period of the internship etc. Since these factors are beyond Internshala's control, Internshala does not and cannot guarantee an internship to an applicant.

The college further agrees to indemnify and hold harmless Internshala, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the College to comply with any covenant or agreement made by the College herein or in any other document furnished by the College to any of the foregoing in connection with this agreement.

Trademarks:

Except to the limited extent expressly provided in this Agreement, neither Party grants, nor the other Party will not acquire any right, title or interest (including, without limitation, any implied license) in or to any property of the first Party. All rights not expressly granted herein are deemed withheld. All use by a Party of the other trademarks, tradenames, servicemarks, logos, etc., and any goodwill associated therewith, will inure to the benefit of the grantor.

Confidentiality:

Internshala and the College will not disclose the details of this agreement and any private information that they come across when this agreement is in effect to any third-party.

If either Party (the "Receiving Party") under this Agreement gains access to confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's prices, business, plans, technology, products, and other non-public information of the Disclosing Party (collectively, "CI" or "Confidential Information"), then the terms of this section will apply. CI includes all information in tangible or intangible form that is marked or designated as confidential by the Disclosing Party or that, under the circumstances of its disclosure, should be considered confidential. The Disclosing Party owns all right, title and interest, including all patent, copyright, trademark, trade secret rights and any other intellectual property or proprietary rights in any jurisdiction, including any and all applications, renewals, extensions and restorations thereof, in the Disclosing Party's CI. Each Party agrees that it will not use in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or as required to implement, this Agreement, nor disclose to any third party (except as required by law or to such Party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's CI. Each Party will take reasonable precautions to protect the confidentiality of the other Party's CI that are at least as stringent as it takes to protect its own CI.


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Research Centre

ForceMajeure:

Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

Disputes:

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives.

Signed and Delivered by The Signatory Representative of Parties to this agreement: For and

on behalf of

Internshala



(Samay Bhatnagar, Head-University Relations)

(Authorized Signatory)

Jaipur Engineering College and Research Centre, Jaipur



(Prof. (Dr.) Vinay Kumar Chandna, Principal)

(Authorized Signatory)

PRINCIPAL
Jaipur Engineering College &
Research Centre
Tonk Road, Jaipur-302022



Memorandum of Understanding

Between

JECRC Foundation, Jaipur, India

&

Upflairs Pvt. Ltd.

This Memorandum of Understanding (**MoU**) is drawn up and agreed upon to establish the initial framework for cooperation between JECRC, Jaipur Shri Ram ki Nangal via RIICO, Tonk Rd, Sitapura, Jaipur, Rajasthan 302022, India and Upflairs Pvt. Ltd., E-16/1, Lal Bahadur Nagar, Near Dirgapura Flyover, Jaipur-302018, Rajasthan

Jaipur Engineering College & Research Center, (hereinafter referred to as "**JECRC Jaipur**" which expressions shall mean and include, unless repugnant to the context or meaning thereof its successors-in-interest and permitted assigns) a college, with its campus at Shri Ram ki Nangal via RIICO, Tonk Rd, Sitapura, Jaipur, Rajasthan 30202, has authorized **Principal Dr Vinay Kumar Chandna** to enter into this **MoU** on its behalf as the **FIRST PARTY**.

AND

Upflairs Pvt. Ltd. (CIN -U80904RJ2021PTC076414), which expressions shall mean and include, unless repugnant to the context or meaning thereof its successors and permitted assigns has authorized **Mr. Siddharth Singh** to enter into this **MoU** as the **SECOND PARTY**;

"**JECRC, JAIPUR**" and "**Upflairs**" are hereinafter, wherever the context so admits, collectively referred to as the "**Parties**" and individually as a "**Party**".

AND WHEREAS the purpose of MoU is to establish an understanding of mutual cooperation between **JECRC, JAIPUR** and **Upflairs**, providing a common platform for deriving mutual advantages in their pursuit of higher learning in general and benefiting the students, along the following paradigms:

Siddharth Singh

[Signature]

Principal
Jaipur Engineering College & Research Center



Article I: Objectives and Scope

To derive mutual concerns in pursuit of technical exposure to improve technical skills of JECRC, JAIPUR students and providing technical solutions along with enhancement of technical knowledge and expertise for improved products.

The initially proposed activities within the scope of the current MoU are:

1. **Upflairs** will provide industrial exposure to selected students of JECRC foundation, JAIPUR by way of internship and training opportunities to the extent of feasibility and requirement.
2. **Upflairs** will reward an opportunity for the selected students to become a part of Upflairs and work on the development of new products.
3. **Upflairs** will surely extend its necessary support to deliver Workshops/Seminars/guest lectures to the students on trending technology mostly on weekends or mutually agreed on the date by both the parties & honorarium will be paid according to JECRC foundation, JAIPUR policy.
4. **Upflairs** will guide students of JECRC foundation, JAIPUR on the emerging technologies in order to bridge the skill gap & make them industry ready.
5. **Upflairs** shall believe in sharing knowledge & capability in the concerned areas for mutual benefits & become trusted partners in the area of knowledge enrichment.
6. **Upflairs** will provide guidance to the students in their academic projects.
7. **Upflairs** will give an opportunity to the selected students to work on the live projects / industry-oriented projects.
8. **Upflairs** could play a key role in technical up gradation, innovation & competitiveness of the industry. Both parties believe that close co-operation between the two would be of major benefits to the students to enhance their skill & knowledge.
9. JECRC foundation, JAIPUR to consider **Upflairs** as preferred employer.
10. **Upflairs** to consider absorption of JECRC foundation, JAIPUR students working on **Upflairs** projects based on student performance and extent of feasibility.
11. Defining new areas of collaboration that have not been foreseen, but can be beneficial to the Parties.
12. With mutual consent, JECRC foundation, JAIPUR & **Upflairs** will benefit each other in terms of new connections.
13. JECRC foundation, JAIPUR will cooperate with Upflairs in promoting its initiative in the form of an open community that will motivate the students to develop a career in the latest technology. Also, JECRC foundation, JAIPUR will allow **Upflairs** in making its students, representatives of this initiative in the university campus and the events organized in this regard.

Siddharth Singh


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2022



Article II: Confidentiality / Secrecy

Each Party and its students, its employees and anyone acting under it for the purpose of this MOU shall maintain strict confidentiality of the information belonging to the other party that may have come into its / their possession of knowledge because of the collaboration activities under this MOU. Such information shall not be divested or disclosed to any other third party under any circumstances, whatsoever, without obtaining prior written approval from the other party.

"Confidential Information" in this MOU shall mean confidential information and proprietary information concerning JECRC foundation, JAIPUR and **Upflairs** including and without limitation: trade secrets, secret information, technical processes, finances, software language codes, any research material, text, dealings, and methods of dealings with the clients or the customers and its employees together with similar information of confidential or proprietary nature relating to JECRC foundation, JAIPUR and **Upflairs** suppliers, employees, agents, distributors, customers and relationship of special trust and confidence with the clients or customers and employees.

Both the parties agree that during and after the term of this MOU, they shall use the confidential information solely for the purpose of performing their obligations and/ or exercising their rights under this MOU, and shall not disclose to any third party any confidential information without the prior written consent of the other party.

Article III: Non-Exclusivity

The relationship of the Parties under this MOU shall be non-exclusive and both Parties, including their affiliates, subsidiaries and divisions are free to pursue other collaborations of any kind.

Article IV MOU Terms & Conditions:-

- a) Upflairs will provide some Free/Discounts coupons to JECRC foundation, JAIPUR for online training to our online portal <https://upflairs.com/>.
- b) **Upflairs** will provide a Pre Demo of 1 day for students of **JECRC foundation, JAIPUR** before the commencing of In-campus/Online training.
- c) **Upflairs** and **JECRC foundation, Jaipur** have come together to collaborate and conduct **Industrial Training, Internship, Project Guidance ,workshops and Entrepreneurships** for students of **JECRC foundation, JAIPUR**.
- d) **Upflairs** will provide **internship opportunities** to the students of **JECRC foundation, JAIPUR** (the students who will attend in-campus training will be preferred) on the domain company works and provide stipend for the same. Internship opportunities are solely dependent on the performance of students during interviews conducted by Upflairs.

Siddhant Saini


JECRC Foundation



- e) **JECRC foundation, JAIPUR** will provide Lab infrastructure covering training space, lighting, air conditioning, furniture, computer hardware, UPS supply etc. required for Training.
- f) All software required for Internship/ training/workshops will be arranged by **Upflairs** at its own cost & will remain the sole property of Upflairs will issue certificates to all students who successfully complete the training/workshop.
- g) This **MOU** is valid for **Three (3)** years from the date of signing this agreement and may be renewed by mutual consent later.
- h) Either party may terminate this MOU by giving ONE month advance notice in writing to the other Party.
- i) The provisions of the MOU may be amended at any time with the mutual consent of the Parties in writing.
- j) The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination and expiration, unless otherwise agreed upon between the Parties.
- k) **JECRC foundation, JAIPUR** agrees not to hire Engineers employed by **Upflairs**.
- l) Each party agrees that the existence and terms of this MOU are confidential and shall not be disclosed to any third party.
- m) Training material to the students in soft-form will be provided by **Upflairs**.

Both the parties mutually agree to sign the Memorandum of Understanding.

Either party may terminate this Agreement upon prior written notice to the other party, which will however be subject to compliance to completion of all commitments made. Notwithstanding any such termination, both parties shall ensure that all activities in progress are completed successfully.

Revenue Share between JECRC foundation, JAIPUR and Upflairs Pvt Ltd

- **Upflairs will share the 10% of total revenue to JECRC foundation, Jaipur against the infrastructure and other facility given by JECRC, JAIPUR to run training program after deduction of the taxes.**
- **Upflairs will collect the fee from students and JECRC, JAIPUR would raise an invoice based on the number of students registered in training program.**
- **This collaboration is for next 3 year. However as per the market scenario/content updates the training course / fees may be revised for upcoming/ next batches.**

Siddhant Singh

[Signature]
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Jaipur



- Along with same lines, Upflairs may bring new training courses in future based industry requirements. These would be conducted with same format under the ambit of this MoU by adding an annexure/addendum of existing MoU for each new training course with course details, Fees & JECRC, JAIPUR Sharing.

Article IV: Contact Persons

The Nodal officers for the said MoU from both the sides would be as follows:

Signature: 

Signature: 

Date : 8/8/2021

Date : 08/08/2021

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Jaipur Engineering College
Research Centre
T-1 Road, Jaipur

Name : <u>Dr. Vinay Kumar Chandna</u>	Name : Siddharth Singh
Designation : Principal	Designation: Director
Contact Details:	Contact Details: 9251494002
Email ID:	Email ID : siddharth@upflairs.com
JECRC foundation, Jaipur , India	Upflairs Pvt. Ltd. Jaipur

Witness 1

Witness 1.

Witness 2.

Witness 2.