Memorandum of Understanding

Between

METHODIST COLLEGE OF ENGINEERING AND TECHNOLOGY

And

AI-SHALA Technologies Pvt Ltd

This agreement is made on the **30th day of March 2022** between **AI-SHALA Technologies Pvt Ltd.**, an ed-tech and software development company in Artificial Intelligence with corporate identification number: U72200DL2021PTC388522 having registered office at **C-25B, Bhagwati Garden (Extn), Uttam Nagar, New Delhi-110059, India** (hereinafter referred to as **AI-Shala**) and **Methodist College of Engineering and Technology** (hereinafter referred to as **MCET**) located at **H.No: 4-1-1001/1045/878B & 3-2, King Koti Road, Abids, Hyderabad, Telangana 500001, India.**

WHEREAS the AI-Shala and MCET entered in to this Memorandum of understanding (MOU) with the spirit of mutual interest in cooperation to promote jointly the educational collaboration in accordance with the terms and conditions as mentioned herein below:

ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

1. <u>Student training:</u>

   A. Students of **MCET** who wish to get training in the programs offered by AI-Shala and meet the eligibility criteria of the program can participate in the program. The current programs offered by AI-Shala are in the areas of Machine Learning, Computer Vision, Reinforcement Learning, Deep Learning, NLP, and IoT. More programs in related areas of robotics, autonomous vehicles, etc will be added in the future. The participation in the program is subject to availability of the upcoming batch.

   B. The students will participate in the program at AI-Shala after approval from both MCET and AI-Shala. All the training programs of AI-Shala will be provided to MCET students at a discounted price depending on the terms and conditions of the respective program and the number of registrations.

   C. The discounted program registration fees need to be submitted by each participant to AI-Shala prior to the start of the course. However if there is any refund applicable by the mutual agreement will be returned back to students later.

   D. Each student accepted by the AI-Shala will be expected to participate in the enrolled training program at the same level of competency as any other student participating in the Program.

   E. The participating students will receive all benefits of the program, for example, performance-based extension for the mentorship, helping in preparing the technology of a startup etc. These benefits may vary between different training programs at AI-Shala and are subject to AI-Shala terms and conditions.

   F. AI-Shala will provide support for placement preparation of students who have registered for any of the training programs at AI-Shala. This includes sessions from industry experts, our mentors, and quizzes to evaluate the learning of the students. These sessions for interview preparations are only in the related areas of machine learning and spread over the period of one year to ensure better placement of the students for machine learning jobs.

   G. AI-Shala has many hiring partners. Many relevant companies are taking student interns from the training programs of AI-Shala. **MCET** students who will enroll in training programs at AI-Shala will be considered for the interview of these internships and this opportunity will only be accessible provided they pass the evaluation criteria and there is an availability with the hiring partners.

   H. Depending on the number of registrations and mutual agreement, AI-Shala may conduct dedicated training programs or workshops in **MCET** from time-to-time and especially during the summer period. Additional benefit in the registration fee will be provided to the participants as compared to the program offered to the public at AI-Shala.

   I. Based on the interest of **MCET**, AI-Shala will conduct training for students to help them start technology startups in the relevant areas of AI & ML. This may also result in additional long-term mentorship for the startup based on the mentorship policy of AI-Shala.

J. The registered students of any of our training programs will get career guidance support, a performance-based extension of mentorship for a research paper or a project. This benefit can be availed for the next year after the completion of the training program.

K. AI-Shala is currently working on various AI projects such as Virtual Trial Room and Fashion Analysis, Vision for Blind assistance, and Fitness Activity Analysis. Students who have qualified our selected training programs with distinction are eligible to join AI-Shala in these projects as Software developer interns based on the availability of the project requirements of AI-Shala.

2. Research collaboration:

A. Based on mutual interest, there can be research collaboration in the areas of mutual interest. Details shall be specified in the particular written agreement for each collaboration.

B. The research collaboration can extend to both faculty and students of **MCET** where mentors from AI-Shala will help in conducting top-class research in the relevant areas from this collaboration. This may result in a research paper. The name of AI- Shala mentors can be used only after consent from AI-Shala for research papers or any other document related to the collaboration.

C. The registration fee of the conference/journal will be as per the agreement signed before making collaboration for the project.

3. Other collaboration:

A. Both AI-Shala and **MCET** will promote and facilitate exchange programs for each other for training in the areas of AI & ML. For example, spreading awareness of the training for the students of the respective party.

B. Both AI-Shala and **MCET** can also collaborate after mutual agreement to conduct workshops/summer schools/FDP/EDP/TEDP or other relevant programs for students/faculty of other colleges. The terms of partnership will be discussed as per the requirement of the program.

C. The dedicated FDP for your faculty can be conducted based on mutual agreement. In any case, for every 30 student registrations from your institute, we will provide the registration of one faculty free of cost.

4. Other benefits:

A. Free registration to all programs of AI-Shala for a student who has successfully qualified at least one training program of AI-Shala with distinction. This benefit can be availed for a duration of up to 90 days from the date of completion of the first training program.

B. Additional sessions may be given to all your students from industry experts or our mentors on career guidance, higher education in AI & ML, how to pursue research in the relevant areas of AI & ML. These sessions will be given near the end of an academic session and are subjected to availability of speakers/mentors.

C. Additional invited lectures or seminars can be conducted by AI-Shala based on

mutual agreement.

    D. MCET should provide at least 50 students in an academic year to get the above mentioned free benefits

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each party's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each party's authorized representatives.

1.4 The programme will be conducted by online mode only. If the programs are required to be conducted by offline mode then they will only happen after mutual consent and agreement.

1.5 **MCET's** academic department (or the person responsible to do so) will spread the awareness of AI-Shala's training programs among their students. AI-Shala in return will give additional benefits to MCET (as mentioned above) provided all terms are met.

1.6 AI-Shala is entitled to use your institute's name on its website to show you as a partner institute. The company will inform the institute about using its name at other places.

ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of **2 years** from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional two (2) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

2.4 Notwithstanding anything contained in this memorandum of understanding (MOU) AI-Sha la shall have all the rights to safeguards their rights. For any indemnification, AI-Shala will not be responsible whether directly or indirectly.

ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE 5: FORCE MAJEURE

In the event students are unable to complete the Program due to causes beyond the control of AI-Shala, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond AI-Shala's reasonable control, **MCET /AI-Shala** may assist the affected students in finding an alternate site to complete the Program.

ARTICLE 6: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.

ARTICLE 7: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 8: SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement

is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

ARTICLE 9: WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ARTICLE 10: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 11: GOVERNING LAW

That this Agreement shall be governed and interpreted by the laws of India. Any dispute or difference whatsoever arising between the parties out of or in relation to the construction, meaning, scope operation or effect of this MOU or the validity or the breach thereof shall be settled by the sole arbitrator appointed by the AI-Shala as per the Arbitration & Conciliation Act, 1996 and the jurisdiction will be Delhi.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both the parties.

ARTICLE 13: Employment of others

The AI-Shala will not be liable to **MCET** for any prior authorization before entering into employment or business contracts with other parties during the course of the agreement. Such agreements shall stand independent from this MoU between AI-Shala and **MCET**.

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IN WITNESS WHEREOF the parties hereto have put their hands on this 30th day of March 2022 first hereinabove written.

Name: Dr. Prabhu G Benakop
Designation: Principal
Date: 30.03.2022

(Authorized Rep. of Methodist College of Engineering and Technology, Hyderabad)

PRINCIPAL
METHODIST COLLEGE OF ENGG. & TECH.
King Koti Road, Abids, Hyderabad

Name: **Sangeeta**
DIN: 09365997
Designation: Director

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Date: March 30, 2022

(Authorized Rep. of AI-Shala Technologies Pvt. Ltd.)