



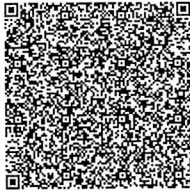
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP00465479833730T
Certificate Issued Date	: 06-Jul-2021 10:20 AM
Account Reference	: NEWIMPACC (SV)/ up14084204/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1408420488994295700335T
Purchased by	: KIET GROUP OF INSTITUTIONS
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: MOU WITH INDUSTRY
Consideration Price (Rs.)	:
First Party	: KIET GROUP OF INSTITUTIONS
Second Party	: Not Applicable
Stamp Duty Paid By	: KIET GROUP OF INSTITUTIONS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Memorandum of Understanding Between

KIET Group of Institutions

&

YBI Foundation, Delhi, India

This Memorandum of Understanding (MOU) is drawn up and agreed upon to establish the initial framework for cooperation between KIET Group of Institutions and YBI Foundation, C176 Road No. 38, Mahavir Enclave – 3, Delhi 110059, India.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Memorandum of Understanding

Between

KIET Group of Institutions

&

YBI Foundation, Delhi, India


This Memorandum of Understanding (MOU) is drawn up and agreed upon to establish the initial framework for cooperation between KIET Group of Institutions and **YBI Foundation, C176 Road No. 38, Mahavir Enclave – 3, Delhi 110059, India.**

KIET Group of Institutions, Delhi-NCR Ghaziabad, U.P. affiliated to State University, Dr. APJ Abdul Kalam Technical University, Lucknow, has authorized **Dr. (Col) A Garg, Director, KIET Group of Institutions**, to enter into this MoU on its behalf as the **FIRST PARTY**

YBI Foundation, Section 8 company (companies act 2013) is an online Education Technology establishment in the field of Data Science, Machine Learning, Artificial Intelligence, Big Data, Cloud Computing and other advance technologies in India having registered office at **C176 Road No. 38, Mahavir Enclave – 3, Delhi 110059, India.**(hereinafter referred to as “YBI” which expressions shall mean and include, unless repugnant to the context or meaning thereof it’s successors-in-interest and permitted assigns) has authorized **Mr. Alok Yadav, Director**, to enter into this MoU as the **SECOND PARTY**;

KIET Group of Institutions and “YBI” 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 **KIET Group of Institutions** and **YBI**, providing a common platform for promoting industry-academia collaboration in the field of data science, machine learning, artificial


20 Jul 21



intelligence, big data, cloud computing & capacity building of different stake holders, which will be beneficial to both the Parties.

Article I: Objectives and Scope

Both the Parties will work towards deriving the mutual advantages and **YBI** to provide project work/ training/ internship/ opportunities of higher learning and improve employability of students and **KIET Group of Institutions** to provide access and encourage students to associate with YBI thru online and virtual solutions.

The proposed activities within the scope of the current MOU are including but not limited to:

- [1]. YBI to provide online / virtual exposure to selected students of KIET Group of Institutions by way of project work/training/internship/opportunities to the extent of feasibility and requirement.
- [2]. YBI to nominate technical & professional skill expert(s) to deliver virtual guest lectures to students/ faculty on mutual agreement.
- [3]. Conducting joint seminars/workshops or conferences with mutually beneficial scope and interests.
- [4]. YBI to provide suggestions from industry perspective for design / modification of course curriculum to the extent of feasibility.
- [5]. KIET Group of Institutions may offer consultancy assignments and R&D projects to YBI for further enhance in terms of software, platforms, and tools.
- [6]. YBI may consider absorption of KIET Group of Institutions students working on YBI projects based on student performance, extent of feasibility and requirements of YBI.
- [7]. Defining new areas of collaboration that have not been foreseen, but can be beneficial to the Parties.

Article II: Confidentiality / Secrecy

Each Party shall ensure that 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



20 JUL 21



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 both parties including and without limitation to: products, protocols, 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 their suppliers, employees, agents, distributors, customers and relationship of special trust and confidence with the clients or customers and employees.

KIET Group of Institutions & YBI agrees that during and after the term of this MOU, it shall use the confidential information solely for purpose of performing its obligations and/ or exercising its rights under this MOU, and shall not disclose to any third party any confidential information without the prior written consent of the other party.


This clause shall survive the termination / expiration of this MOU.

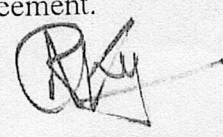
Article III: Non-Exclusivity

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 with third parties also.

Article IV: Duration, Termination and Amendment

- [1]. The MOU will be effective from the date of signing by both parties for a period of up to THREE (3) years, and may be subject to extension by mutual consent of the Parties, expressed in writing.
- [2]. Either party may terminate this MOU by giving ONE-month advance notice in writing to the other Party.
- [3]. The provisions of the MOU may be amended at any time with the mutual consent of the Parties in writing.
- [4]. The amendment of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, unless otherwise agreed upon between the Parties.
- [5]. No action undertaken shall diminish the full autonomy of either institution, nor will either party impose any constraints upon the other in carrying out the agreement.


20 Jue 21



- [6]. If there is a dispute relating to any aspect of this MOU, respective heads of each of the Parties will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility. Further, ANY unresolved dispute shall be referred to a sole Arbitrator to be appointed by the parties mutually herein, in accordance with the provisions of the Arbitration & Conciliation Act 1996. Arbitration proceedings shall be conducted in English only; venue of the arbitration proceedings shall be at New Delhi. Courts situated at Delhi shall have exclusive jurisdiction over the disputes.

Article V: Special Provisions

- [1]. During the term of this MOU each party may make any press release about the association between the parties.
- [2]. During the term of this MOU each party agrees to supply information to the other for inclusion in that party's promotional material and agrees to such information being used in each other's promotional material in accordance with such terms as may be specified, but at no cost to the other.
- [3]. Detailed modalities of individual forms of collaboration, activities associated with them and financial aspects of each shall be mutually agreed upon on a case by case basis, and specified, with all necessary details, in separate Agreements.
- [4]. Separate agreement may be executed with regard to specific project/work initiated in furtherance of this MOU. Financial and other obligations of both the institutions shall be as per the terms agreed mutually between the Parties.

Article VI: Contact Persons

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

For KIET Group of Institutions

Name: Mr. Varun Suryavanshy
Designation: Addl. Head,
Email: varun.suryavanshy@kiet.edu
Phone: (+91) 9721297213

For YBI, Delhi


Name: Dr. Alok Yadav
Designation: Director
Email: support@yantrabyte.com
Phone: (+91) 966 798 7711

Article VII: Miscellaneous

a) FORCE MAJEURE



20 Jul 21



Neither party will be liable for the costs or expenses arising from any failure or delay in the performance of this Agreement that is due and attributable to causes beyond the control of either party, including but not limited to acts of God, weather, war, civil unrest, strikes, lockouts, destruction of production facilities, riots, insurrection, terrorist attacks, government regulatory actions, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, or any other force majeure event, provided that the party has used commercially reasonable efforts to mitigate the effects of the cause.

Performance will be excused under this clause only to the extent that, and for such time as, performance is precluded by such causes and provided the party so affected gives prompt written notice to the other party and uses its best efforts to avoid or remove such causes of non-performance and continues performance with the utmost commitment wherever such causes are avoided or removed.

b) AGENCY


Nothing contained in this Agreement shall be construed as implying the relationship between YBI and KIET Group of Institutions as partners, joint ventures, employer and employee, principal and agent, broker, contractor, trustee and beneficiary or principal and fiduciary. YBI and KIET Group of Institutions each acknowledge and confirm that its position and relationship with the other is that of Principal-to-Principal basis only. Neither party shall have the authority to act for, represent any affiliation with or assume any obligation or liability on behalf of the other party except in accordance with any authority as is expressly conferred herein. KIET Group of Institutions shall for all purposes be an 'independent entity and YBI shall not be responsible for the acts or omissions of KIET Group of Institutions and vice versa.

c) SEVERABILITY

In the event, any provision of this MOU is declared by judicial or any other competent authority, quasi-judicial or administrative, to be void, voidable, illegal or otherwise unenforceable, or indications of the same are received by either of the parties from any relevant competent authority/ies, the Parties shall construe the concerned provision of the Contract in a reasonable manner which achieves the intention of the Parties without illegality.

d) WAIVER

Any waiver of a breach committed by other Party of any provision of this MOU shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this MOU or a waiver of any other rights that it may have against the other. The failure of one party to insist upon strict adherence to any term of this MOU on one or more occasions shall neither be considered a waiver nor deprive it of any right to insist on strict adherence to such term or any other term of this Agreement.


20 JUL 21



e) COSTS

Each Party shall be responsible for its own costs and expenses incurred in connection with the transactions contemplated in this MOU.

f) ASSIGNMENT

None of the Parties hereto shall assign any of its rights or obligations under this MOU / Definitive Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DATE:

For KIET Group of Institutions

Signature: _____

Director: _____

Witness: _____

1. _____

Mr. Arvind Sharma
(Head CRPC, KIET)

2. _____

Dr. Ajay Singh Verma
(Associate Head IIPC)

For YBI Foundation

Signature: _____

Director: _____

Date: _____