

## Memorandum of Understanding

This Memorandum of Understanding (MoU) is made at Bangalore on date **30 March'2022**

### **BETWEEN**

**Navriti Technologies Private Limited**, A company registered under the provisions of the Companies Act 1956 having its registered office at 9, PID No. 55, 160-9, 100 Feet Ring Road, Bendrenagar, BSK 2nd Stage, Kadarenahalli Cross, Bangalore – 560070 (hereinafter referred as “**NTPL**” which expressions shall include repugnant to the context or therefore, include its successors and permitted assigns;) as First Party

### **AND**

University of Engineering & Management, University established by Act no.5 of 2012 of the Govt. of Rajasthan, been notified by Government notification no. F.2(3) Vidhi 2/2012, having its registered office at Gurukul, Sikar Road Near Udaipuria Mod, Jaipur, Rajasthan 303807 represented by Prof (Dr) Pradeep Kumar Sharma,(hereinafter referred to as '**UEM or Client**' which term shall, unless repugnant to the context or meaning thereof include its administrators, successors and permitted assigns;) as Second Party

“**NTPL**,” and “**UEM**”, shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**” to the Contract.

### **WHEREAS**

- a. UEM is desirous of engaging the services of NTPL for conducting assessment of candidates.
- b. NTPL is a for-profit enterprise engaged in providing design and development of tests aimed at conducting skill competency assessment. It also provides various services pertaining to manpower and technology required for the fulfillment of tasks or activities needed to deliver the skill assessments as required or desired by its customers.
- c. The UEM desires to engage the NTPL to undertake and render the services more fully describes in **Annexure- I** to this MoU. NTPL and UEM agrees upon a mutually beneficial collaboration to render such services on terms and conditions agreed to.

  
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NAVIRITI TECHNOLOGIES PVT LTD  
BANGALURU  
560 078

## **GENERAL DEFINITIONS TO THIS MOU**

**MOU:** means this MoU, together with all the Annexes.

**APPLICABLE LAWS:** means the laws and any other instruments having the force of law in India as are in force or as amended or as may be made from time to time

**CANDIDATE:** an individual selected for the assessment.

**CLIENT:** means UEM to which NTPL provides services under this MoU.

**CONFIDENTIAL INFORMATION:** means the Disclosing Party's information comprising all data and information relating to the business and other operations of the Disclosing Party and all other information whatsoever disclosed by it pursuant to, by virtue of, in the course of negotiating or performing services specified under this MoU, whether in writing or electronic or in oral form including but not limited to, financial information, know-how, processes, ideas (whether patentable, copyrightable, or otherwise protectable), schematics, trade secrets, technology customer lists (potential or actual), methodologies, product information, formulation, recipes, specifications, information relating to new launches, technical literature, information of a commercial and other customer related information sales statistics, market intelligence, marketing and other business strategies. The Parties agree that the Terms & Conditions set forth in this MoU shall govern any such disclosure information. All information if provides during the tenure of this MoU whether or not expressly disclosed as Confidential Information.

- Exclusion

Confidential Information shall not include:

- The Information which is on public domain or comes into public domain excluding the information brought in the public domain by disclosure or default by the party receiving the confidential information: or
- The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it: or
- The information, which was already know to the party receiving the Confidential Information and has been received from a source other than the Party disclosing the Confidential Information.
- The information provided or exchanged by either of the parties, essential for the conduct of services rendered under this MoU and essential to be shared with one or more stakeholders responsible for the conduct of assessments. Same should be exchanged electronically with mutual consent towards usage of the same for smooth delivery of services



**CURRICULUM:** means and includes the syllabus/curriculum, outline/curriculum standard/content required for this service provided by the client.

**DISPUTE:** shall have the meaning set forth in Clause 12.

**GOVERNMENT:** mean the (Government of India and / or the Government of Karnataka.

**PERSONNEL:** means persons of both the parties assigned to the performance of the Services or any part thereof.

**PROCTOR:** means technical support executive who participate in the assessment.

**PROPRIETARY INFORMATION:** shall include but not limited to, know-how, algorithms, software programs, schematics, source documents, materials, contracts, customer information, financial information, personnel information, product development, engineering and strategic and tactical plans, sales and marketing plans, and business methods.

**SCOPE OF SERVICE:** means service specified in Annexure- I to this MoU titled “Scope of Service”.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in this MoU.

## 1. TERM AND EFFECTIVE DATE

- a) The MoU shall become effective from **30<sup>th</sup> March 2022** and shall remain valid for a period of one year and further renewal by writing unless terminated by either party.

## 2. GENERAL SERVICE

### I. NTPL shall be responsible for providing following services to UEM

- a) NTPL shall render services to UEM as detailed in the Annexure-I to this MoU titled “Scope of Service”
- b) NTPL shall be responsible for the provisions of Scope of Service as described in this MoU and shall be responsible to perform all such duties and obligations necessary for and incidental to the effective implementation of the service.
- c) NTPL shall be responsible for the provision of such other services as may be mutually agreed from time to time, by and between the parties in writing and acknowledgement thereafter.



### 3. INDEPENDENT PARTY

Either party shall be an independent contractor and shall have no power, or each of them represent that each of them have any power, to bind the other or to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of each other. "NTPL" & "UEM" agree that they are entering into this MoU as independent contractors & not as the agent of the other for any purpose whatsoever, and nothing herein shall be construed to establish a relationship of agency or joint venture between "NTPL" & "UEM"

### 4. CONSIDERATIONS

- a) In consideration of the services to be provided to UEM, in pursuant to this MoU, UEM shall pay NTPL such fees and charges as specified in Annexure- II to this MoU titled "Fees and Charges".
- b) UEM understands and agrees that the recurring charges as per the said annexure are payable from the date of the commencement of this MoU.

### 5. REPRESENTATIONS, WARRANTIES AND COVENANTS

#### I. UEM, covenants and undertakes that:

5.1 It will at all times conduct itself in accordance with the act within the parameters of law and in accordance with the terms of this MoU.

5.2 It shall be solely responsible for the accuracy and completeness of all data and information provided by NTPL to UEM for the purpose of performance under this MoU.

5.3 It will at all the time ensure strict compliance with instructions received by it in writing from NTPL with regard to the nature and performance of the various obligations and duties of NTPL pursuant to this MoU.

#### II. NTPL hereby represents warrants and covenants that:

5.4 It has the necessary power and authority to enter into this MoU and to perform the services contemplated hereunder and to abide by the duties and obligations to be compiled hereunder.

5.5 It has obtained necessary registrations and permissions required in the law for the purpose of providing services contemplated hereunder and that it complies with the requirements of all relevant legislation.

  
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5.6 It will perform the services contemplated in this MoU in a prudent and professional manner with reasonable care and competence.

5.7 It shall duly render services and perform the obligations under this MoU.

5.8 NTPL have adequate and competent assessment and personnel for conducting end-to-end assessment.

5.9 NTPL can make use of UEM's name, Logo, marketing, promotion and branding through digital, print, physical, digital, social media and all formats.

## 6. CONFIDENTIALITY

(i) **NTPL and UEM** shall treat this MoU, all confidential or proprietary information, data, reports and all other relevant records and material that **NTPL and UEM**, may disclose as confidential. Information disclosed by either party (as disclosing party) and received by the other (as receiving party) will be received in confidence by the receiving party. The receiving party agrees that it will undertake all necessary and appropriate steps to ensure that the secrecy of the Confidential Information its possession will be maintained. The receiving party also agrees that it will treat the confidential information with not less than the same degree of care and confidentiality with which it treats its own confidential information. The receiving party agrees that access to the Confidential Information will be given only to those of its employees or agents who have a need to know and who have been informed of and agreed to maintain the confidential nature of the Confidential Information.

The receiving party and all associates/assignees/affiliates will not

(ii) Use of any portion of the Confidential Information for any purpose not contemplated by this MoU or a future MoU between the parties here OR

(iii) Disclose the Confidential Information or any part of it to any third party without the prior written consent of the other party: provided, however, that Confidential Information shall not include any information of the disclosing party that:

- a) Is already properly known to the receiving party at the time of its disclosure; b) Is publicly known;
- c) Is received from the third party free to disclose it to the receiving party;
- d) Is independently developed by the receiving party;
- e) Is communicated to the third party with expressed written consent of the disclosing party;
- f) Is trivial and not therefore capable of constituting confidential information at law or
- g) Is lawfully required to be disclosed to any Governmental Agency or is otherwise required to be disclosed by Law, provided that before making such disclosure the

  
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receiving party shall give the disclosing party an adequate opportunity to interpose an objection or take action to assure confidential handling of such Confidential Information.

- (iv) The parties acknowledge and agree that the Confidential Information and rights related thereto being protected by each other party hereunder are of a special unique unusual and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages in an action at law, and further agree the breach by the receiving party of any of the provisions of this MoU will cause the other party irreparable injury and damage.
- (v) In such event the party alleging breach of this MoU shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all the acts and undertakings required of the other party hereunder and to obtain injunctive and other equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have as regards damages or otherwise.
- (vi) Notwithstanding any termination of this MoU, all rights and obligations hereunder regarding confidentiality shall survive with respect to Confidential Information disclosed prior to such termination.

## 7. INTELLECTUAL PROPERTY RIGHTS

The rights of written contents, pictures, diagrams, registered brands and other materials provided by the Parties will remain with the concerned Parties and their associates. The Parties are allowed to make use of these materials only for the purpose of this MoU & during the tenure of the MoU.

Further the client is bound by the IP Rights and is not allowed to use the material shared during the said assessment/service to sell/resale or use in other assessments or to share with any other agency or any other purposes. If found guilty, first party can ask for the damages and injury for such breach.

## 8. INDEMNIFICATION

Each Party (defaulting party) warrants to hold the other Parties (non-defaulting parties) harmless and indemnified against any action instituted against the non-defaulting parties by any statutory authority or third party by reason of acts or omissions or commissions on the part of the defaulting party which constitute defaults and/or violations under law or contract.

  
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## 9. TERMINATION

9.1 Upon the cessation of this MoU either by termination by the parties or by efflux of time either party shall deliver to the other all documents, plans, drawings, sources, electronic media or any other source or papers in any way relating to the affairs of each other, which may be in its possession or under its control for the purpose of said service.

9.2 Either party may terminate this MoU upon giving 30 (thirty) calendar day notice in writing to the other party without reason, penalty or breach of this MoU.

9.3 **Effect of Termination:** Any outstanding projects shall be completed to the satisfaction of the clients unless it is mutually agreed otherwise. The termination of the MoU or Expiration of the MoU shall have no effect on the right of the Parties under the Clause "Intellectual Property Right" and "Confidentiality".

9.4 **Payment upon Termination:** Termination of this MoU shall not nullify any payments due from one party to the other as on date of termination. Any such payment, due to one party shall be cleared in full by the other within 30 (thirty) days of termination.

9.5 In case of material breach, the non-breaching party may give notice in writing to the breaching party for rectifying the breach and if the breaching party fails to rectify/remedy the breach within 14 days of service of a written notice, the non-breaching party shall after completion of 14 days shall have the right to terminate the MoU forthwith.

## 10. COMPLIANCE WITH LAWS

"NTPL" & "UEM" shall at all times and at its own expense will strictly comply with all applicable laws, rules, regulations and Governmental orders and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

## 11. GOVERNING LAW AND JURISDICTION

The MoU shall be governed by and construed in accordance with the Laws of India without giving effect to principles of conflict of laws thereof, regardless of the making or performance.

The Parties subject themselves to the exclusive jurisdiction of courts at BANGALORE, India.



## 12. DISPUTE RESOLUTION

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration.

Both the parties shall mutually appoint one arbitrator and any decision, determination or award of the Arbitrator shall be binding on the parties. The cost of arbitration shall be shared by the parties in equal proportion & the venue of arbitration shall be in Bangalore only.

This MoU shall be governed according to the Indian laws and each Party shall submit to the Arbitrator appointed by the parties and jurisdiction of the Courts at Bangalore, India. The language of Arbitration shall be in English.

## 13. FORCE MAJEURE

Neither party here to shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this MoU resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this MoU be prevented for a period longer than six (6) months, then the other party shall have the right to terminate this MoU.

## 14. SEVERABILITY

If any of the provisions of this MoU are declared to be invalid, such provisions shall be severed from this MoU after mutual consultation in writing by both the parties and the other provisions hereof shall remain in full force and effect.

## 15. GENERAL PROVISIONS

- a) **Entire MoU:** This MoU constitutes the entire MoU between the parties and shall supersede all negotiations, preliminary MoUs, and all prior and contemporaneous discussions and understandings of the signatories in connection with the subject matter hereof.

  
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- b) **Amendments:** No change, modification, or termination of any of their terms, provisions, or conditions of this MoU shall be effective unless made in writing and signed or initialed by the Parties.
- c) **Binding:** This MoU will be binding upon the parties hereto and all her agents, employees, nominees, successor and permitted assigns.
- d) **Parties To Act with Due Diligence and In Good Faith:** The Parties hereto shall dutifully perform all covenants of this MoU in letter and spirit and shall otherwise act with due diligence and in good faith.
- e) **No waiver:** The failure of either party to assert any of its rights under this MoU shall not be deemed to constitute a waiver of that party's right thereafter to enforce each and every provision of this MoU in accordance with its terms.
- f) **Notice:** All notices required or permitted by, or made pursuant to, this MoU shall be in writing and shall be sent by facsimile or by registered, first class airmail, E- mail, return receipt requested and postage prepaid, to the following addresses:

**Navriti Technologies (P) Ltd:**

Address: 9, PID No. 55, 160-9, 100 Feet Ring Road Kadarenahalli, Cross,  
Banashankari Stage II, Bendre Nagar, Bengaluru, Karnataka  
560070.

Contact Person: Mr. Udit Gupta  
Contact Number: +91-9650329813  
Email Address: udit.g@navriti.com

**UEM:**

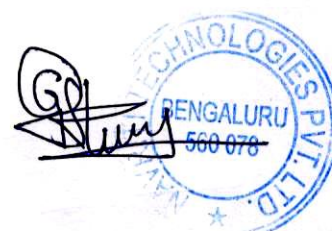
Communication Address: Gurukul, Sikar Road Near Udaipuria Mod, Jaipur,  
Rajasthan 303807

Contact Person: Mr Sachin Pandey  
Contact Number: +91-9831883131  
Email Address: Sachin.Pandey@uem.edu.in

All such notices shall be deemed to have been received as follows:

- (i) If by facsimile, twenty-four (24) hours after transmission, and  
(ii) If by registered, first class airmail, upon receipt of acknowledgement of delivery.

  
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IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET THEIR  
RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

**University of Engineering and Management  
Limited**



  
REGISTRAR  
University of Engineering & Management  
Authorized Signatory (Reg.)

Name: Prof (Dr.) Pradeep K. Sharma,

Email: pradeepk.sharma@uem.edu.in

Title: Registrar

Date: 27/04/2022.

**Navriti Technologies Private**



  
Authorized Signatory

Name: GIRISH PRASAD

Email: girishp@navriti.com

Title: Product Manager

Date: 27/04/2022

## **ANNEXURE- I**

### **SCOPE OF SERVICE**

#### **NTPL's Roles and Responsibilities to be fulfilled as per mutual understanding:**

- a) NTPL can conduct career counselling through scientifically designed interest and suitability test along with career counselling by career expert.
- b) NTPL can provide training to the students and faculty.
- c) NTPL can conduct an Assessment of the candidates through AI enabled assessment platform.
- d) NTPL can conduct assessment through online/offline Proctor as required by the client on define curriculum.
- e) NTPL can revamp Question Banks as per the area/field/sector and curriculum of assessment.
- f) NTPL can provide any additional services as agreed mutually by way of an addendum and the said addendum will be considered as a part of the original agreement.

**UEM: Roles and Responsibilities: -**

- a) To coordinate with and respond in a timely manner to confirm the schedule of counselling, training and assessment, language preferences, center location or any other requirement.
- b) Provides candidate details to NTPL.
- c) Provides details of batch and area/field/sector of assessment 7 (seven) days before the assessment.
- d) UEM shall provide all infrastructural support for the assessment and training including classrooms, labs, consumables etc.
- e) UEM shall provide any document required for compliance purpose.

## **ANNEXURE-II**

### **FEE & CHARGES**

- a) UEM shall pay the amount and applicable taxes to NTPL according to the services available.
- b) All fee and charges pertaining to the services provided should be pre-defined and approved by both the parties by way of an addendum.
- c) NTPL shall raise invoice at the end of every month.
- d) UEM shall release the payment within 7 days from the date of invoice shared by NTPL.