

MEMORANDUM OF UNDERSTANDING

Between

KEDMAN SKILLING PRIVATE LIMITED

And

**VEER MADHO SINGH BHANDARI UTTARAKHAND TECHNICAL UNIVERSITY
(VMSBTU)**

For

IMPLEMENTATION OF "FUTURE READY SKILLS INITIATIVE"

Date: 18th September 2024

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into on this 18th day of September 2024, at Dehradun, Uttarakhand.

By and Between

KEDMAN Skilling Private Limited, a private limited organisation duly incorporated under the Companies Act, 1956 and having its registered office at 1007, KLJ Tower, 10th Floor, B-5, Netaji Subhash Place, New Delhi, India 110034 and corporate office at The Clarion Centrum Plaza, Unit No. 407, 4th Floor, Sector-53, Golf Course Road, Gurugram, Haryana - 122002, acting through Mr Rajiv Mathur (CEO), hereinafter referred to as "KEDMAN SKILLING PRIVATE LIMITED", which expression shall wherever the context so requires or permits mean and include its administrators, successors-in-interest, representatives and permitted assigns, represented herein by **Authorised Signatory, of the first Party;**

And

Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun, a State University established by Act No. 415/2005 by Uttarakhand Government, having its campus at Post Office, Chandanwadi, Prem Nagar, Sudhowala, Dehradun, Uttarakhand - 248007, hereinafter referred to as "VMSB UTU", which expression shall wherever the context so requires or permits mean and include its administrators, successors-in-interest, representatives and permitted assigns, represented herein by of **Authorised Signatory, of the second Party;**

In this MOU, KEDMAN Skilling Private Limited and Veer Madho Singh Bhandari Uttarakhand Technical University, are collectively referred to as "Parties" and individually as "Party".

WHEREAS, KEDMAN Skilling Private Limited has approached VMSB UTU and as per the mutual discussion and understanding between the parties, VMSB UTU desires to collaborate with KEDMAN Skilling Private Limited to provide skill development programs to its students.

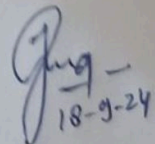
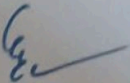
THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Roles and Responsibilities

a. KEDMAN SKILLING PRIVATE LIMITED

- i. Conduct seminars and webinars at the VMSB UTU campus to introduce skill development programs.
- ii. Create and facilitate the availability of online learning materials for enrolled students through the National Skill Development Corporation (NSDC).
- iii. Conduct VMSB UTU educator workshops on knowledge, tools, and methodologies essential for effective student guidance.
- iv. Track the progress of enrolled students via the Skill India Digital Platform.

b. Higher Education Institute



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- i. Provide a single point of contact (SPOC) for the program.
- ii. Encourage students to participate in programs and complete them in a timely manner.
- iii. Provide necessary support for events like Seminars/Webinars for students and educators.
- iv. Allocate the necessary credit points to the certified students.
- v. Update and obtain guidance from authorised persons indicated by KEDMAN SKILLING PRIVATE LIMITED.

2. Student Eligibility and Participation

- a. Students of all years and disciplines within VMSB UTU are eligible to enrol in the programs.
- b. The programs are self-paced but VMSB UTU may choose to deliver them in an instructor-based mode.
- c. Students will register themselves on the Skill India Digital | MSDE portal, complete VMSB UTU eKYC via Aadhar card, and choose VMSB UTU preferred courses.
- d. Students will complete self-paced online modules and assignments before taking the certification examination.
- e. The certification examination will be conducted on an AI-proctored assessment tool.
- f. Students who clear the examination will receive a certificate jointly endorsed by the Reliance Foundation, National Skill Development Corporation (NSDC) and Skill India.

3. Financial Responsibilities

- a. The parties acknowledge that there will be no commercial involvement in this project.

4. Intellectual Property Rights

- a. VMSB UTU will not have intellectual property rights associated with the online learning materials and program curriculum.
- b. VMSB UTU will not share or reproduce the online learning materials without prior written consent from KEDMAN SKILLING PRIVATE LIMITED.

5. Confidentiality

- a. Both parties agree to maintain the confidentiality of any non-public information obtained from each other during the course of this MOU.
- b. Further, parties will abide by this non-disclosure clause for 2 years after completion of this MOU.

6. Term and Termination

- a. This MOU will be effective from the date of signing and for a period of three years and will be further renewed by writing if required subject to the satisfaction of KEDMAN SKILLING PRIVATE LIMITED.
- b. This Agreement will be terminated automatically on the expiry of the tenure or by the provision mentioned below relating to the Termination of the Agreement.
- c. Either party may terminate this MOU by providing 30 days written notice to the other party.
- d. This MOU may be terminated immediately by either party upon the occurrence of a material breach by the other party, which is not cured within 30 days of written notice.
- e. No amendments to the MOU will be valid unless executed in writing and signed by all parties.
- f. The second party will not assign this MOU or any of its rights or obligations hereunder without the prior written consent of KEDMAN SKILLING PRIVATE LIMITED.

7. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this MOU due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, or government regulations.

8. Dispute Resolution

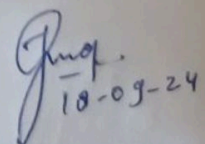
All the disputes, different controversies/differences of opinions, breaches, and violations arising from or related to this MOU between the parties, then the same will be resolved by mutual discussion/reconciliations and good faith.

9. Entire Agreement

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

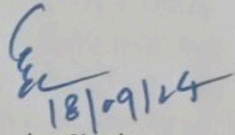
10. Severability

If any provision or part thereof of this agreement will be held to be invalid or unenforceable by any court of competent jurisdiction, then that provision part thereof will be severed from the agreement and the remainder of the agreement will continue in full force and effect.



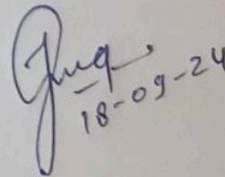
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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MOU TO BE DULY EXECUTED AND DELIVERED BY TVMSB UTUR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN.



18/09/24

Prof. Satyendra Singh
Registrar
Veer Madho Singh Bhandari,
Uttarakhand Technical University



18-09-24

Mr Jitendra Sharma
Deputy General Manager
KEDMAN Skilling Private Limited