

## Memorandum of Understanding

This Memorandum of Understanding ("MoU") executed on the **17-August-2024** ("Effective Date"), sets forth the mutual intent and limited agreement of **Kashi Institute of Technology** an organization established under the laws of India with registration number **No.F. 2-10/2023**, having its registered office at **MS 23 Varanasi Prayagraj Highway, Mirzamurad, Varanasi 221307** ("Partner/ Institute") and **HCL Technologies Limited**, a company incorporated under the laws of India with **Registration No. 55-46369** having its registered office at **806, Siddharth, 96, Nehru Place, New Delhi-110019** ("Supplier/ HCL").

**Wherein**, each of the Partner and HCL is individually referred to as the "Party" and jointly as "Parties" in this MoU.

**Whereas**, Parties enter into this MoU to continue discussions regarding the potential collaboration for **Learning and Assessments Programs and Technology** (hereinafter referred to as "**Subject Matter**"), which both Parties recognise remains subject to contract.

1. The Parties agree to negotiate in good faith, to agree upon the terms and conditions of a formal contract governing the Subject Matter (the "**Agreement**") on or before **23-August-2025** ("**Target Date**"), unless the Parties mutually agree to extend the Target Date in writing, whereby Parties will perform services and/or provide deliverables as set out therein.
2. However, both Parties requires certain activities to commence as set forth in detail in **Appendix 1** ("**Activities**") till the Agreement is finally executed between the Parties.
3. Both the Parties will engage with, discuss and negotiate exclusively with respect to the Subject Matter until the earlier of:
  - a. termination of this MOU as provided for herein; or
  - b. expiration of this MOU as specified in Clause [9] or
  - c. execution of the Agreement,

For the avoidance of doubt, if the Agreement is not executed, then failure to enter into an Agreement shall not give rise to any liability of neither Parties.

4. In recognition of commitment to undertake such Activities, both parties shall bear its own costs and expenses incurred in pursuing or concluding this MOU, the Agreement and/or any associated documents including, but not limited to, legal and other professional fees.
5. In no event shall either Party be liable for direct, indirect, consequential, special, incidental, punitive, exemplary damages or loss of profit, revenue, wasted expense, goodwill or anticipated savings arising from or connected with this MOU. Each Party and its affiliates' aggregate, cumulative and collective liability arising under or in connection with this MOU and all related activities shall not exceed the aggregate amount (excluding reimbursements, pass-through expenses, and amount attributable to purchase of hardware and software on behalf of Partner) paid or payable by the Partner under this MOU, save in respect of losses or damages which cannot be excluded or limited at law.
6. Either Party, including its affiliates, may disclose Confidential Information under this MOU and shall, in doing so, be referred to as the "Discloser" hereunder. The other Party when receiving

Confidential Information shall be referred to as the "Recipient". The information disclosed by the Discloser to the Recipient hereunder in writing relating to the Discloser's business, computer programs (including source codes), technical drawings, algorithms, know-how, processes, designs, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, financial and product development plans, strategies, information pertaining to subcontractors or any other information which is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself, is hereinafter referred to as "Confidential Information" of the Discloser. The Recipient shall permit access to Confidential Information by its employees, consultants, professional advisers, subcontractors on a need-to-know basis only and shall ensure that such persons maintain the confidentiality of such Confidential Information at-least to the same extent as provided under this MOU.. Recipient may disclose Confidential Information where it is required to be disclosed by law or order of any court or regulatory body of competent jurisdiction. The obligations contained in clauses 6 do not apply to any Confidential Information which is:

- i.lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or
- ii.becomes, through no fault of the Recipient, known or available to the public; or
- iii.independently developed by the Recipient without use or reference to such Confidential Information; or
- iv.rightfully disclosed to the Recipient by a third party without restriction.]

7. Each Party will retain its rights and ownership in any pre-existing or independently developed intellectual property rights ("IPR") including any enhancements or modifications thereto. Rights and ownership of third party IPRs shall be subject to terms made available by the relevant third party.
8. Parties agree that the issuance of any Purchase Order, check, Invoice or like commercial document related to the Subject Matter, shall in no way modify or alter the effect, interpretation, or obligations set forth in this MOU, and this MOU shall supersede any conflicting terms in those documents.
9. In the event no Agreement is executed on or before Target Date, this MOU shall expire automatically on the Target Date. The provisions as set out in this MOU shall survive any expiration or termination of this MOU. The Parties may mutually agree in writing on the revised Target Date and thereafter the MOU shall be deemed to be extended accordingly.
10. This MOU and all matters related thereto shall be governed by, subject to, and construed only in accordance with the laws of **India** without application of its conflict of laws principles.
11. This MOU contains the present and entire agreement between the Parties to date regarding the Subject Matter hereof. No verbal or oral statements, other representations made by either Party, or any previous written material or communication shall in any way modify, add to, delete, or otherwise amend this MOU. This MOU may be modified only by a writing (e.g., an Agreement) signed by authorized representatives of the Parties.
12. Neither Party shall, during the term of this MOU and for a period of six (6) months thereafter, employ or offer to employ any person, directly or indirectly, who is an employee or subcontractor of the other Party, involved or connected with the Subject Matter or this MOU.
13. The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this MOU to create an agency, partnership, or joint venture between the Parties.

- 14. The Parties do not intend that due to application of any employment regulations, the provision of Activities is or is likely to result in the transfer of the employment of any personnel to the other Party, its affiliates or subcontractors.
- 15. All notices relating to this MOU shall be in writing and notices shall be sent to the registered addresses of each Party or by email to each Party.
- 16. This MOU is the result of negotiation between the Parties. Accordingly, this MOU shall not be construed for or against either Party regardless of which Party drafted this MOU or any portion thereof.
- 17. This MOU is binding save to the extent that nothing herein shall confer a binding obligation on either HCL or Partner to agree and execute the Agreement.
- 18. All provisions which are, expressly or impliedly intended to survive termination or expiry of this MOU, or that contain an obligation to be performed or a right to be enjoyed thereafter, shall survive the termination or expiry thereof.

The Parties have accordingly both signed this MoU to confirm their agreement to its terms as of the Effective Date.

**Kashi Institute of Technology**

  
\_\_\_\_\_  
*Authorized Signature*

Prof. Vipul Jain

\_\_\_\_\_  
*Print Name*  
Vice Chairman

\_\_\_\_\_  
*Title*  
17/08/2024

\_\_\_\_\_  
*Date*

**HCL Technologies Limited**

Signed by:  
  
\_\_\_\_\_  
*Authorized Signature*  
VIKRANT DHAWAN

\_\_\_\_\_  
*Print Name*  
SVP

\_\_\_\_\_  
*Title*  
30-Aug-24 | 11:25 PM IST

\_\_\_\_\_  
*Date*



**APPENDIX 1**

HCLand Institute intend to co-operate in the following areas:

1. Career Shaper™ Platform access for students and teachers
2. Curated Learning Programs and Labs (courses/specialization/minor degree) as decided by the institute
3. Faculty Development and Refresher programs
4. Industry visits
5. Webinars and Knowledge sessions
6. Co-Creation of new programs
7. Joint Certification Programs
8. Centres of Excellence
9. Academia Support to review/ guide HCLTech content