



Memorandum of Understanding (MoU)

THIS MOU HAS BEEN EXECUTED ON THE 14th DAY OF March 2024 BETWEEN

M/s. SmartBridge Educational Services Pvt. Ltd, having its registered office at 6th Floor, Sundarayya Vignana Kendram, Technical Block, Madhava Reddy Colony, Gachibowli, Hyderabad, Telangana 500032 hereinafter referred to as "Company".

AND

"Department of Technical Education, Government of Uttar Pradesh", having its registered address at "Naveen Bhavan, 1st Floor, Room No. 63, Lucknow, Uttar Pradesh 226001". Hereinafter referredto as "DTE UP".

WHEREAS:

- A. Company is an EdTech company which offers outcome based experiential learning programme on emerging technologies to develop job-ready talent for the companies. Company brings academia and industry together and builds a sustainable talent pipeline through project-based learning & virtual internship platform called "Skill Wallet"
- B. Company also provides the support to leading technology partners like IBM, Salesforce, Google, VMware etc. in implementing their workforce development plans through project-based, collaborative learning on the platform.
- C. Company has a unique framework to develop the career readiness competencies (Critical Thinking & Problem Solving, Communication, Teamwork, Leadership, Inter-cultural fluency, Digital technology, Career & Self-development, Professionalism) of students via projectbased learning.
- D. Company also represents that it has necessary resources, technology, infrastructure and partnerships with leading technology companies to offer students upskilling and jobreadiness programme including externships, virtual internships, project build-a-thons and challenges that involves experiential learning. These programs help students gain handson experience on technology, teach them industry practices and prepare them for the industry.
- E. DTE UP based on the aforesaid representations of the Company, has expressed itsinterest as an institution to partner with company and avail the career readiness programme for the students.
- F. The Parties now wish to collaborate with each other, to equip students under aegis of DTE UP with skills through experiential learning programme in in-demand technology domains offered by the Company in partnership with technology companies, as per the terms and conditions mentioned herein.

NOW, THEREFORE, in consideration of the foregoing, benefits and covenant contained herein, the Parties, hereby agree as follows:

1. SCOPE OF WORK:

Both the Parties are desirous to collaborate with each other to prepare the students as per the industry requirements and enhance their employability. Take up a joint goal to skill 1,00,000 students in the state.

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- Introduce Skill wallet to all students under DTE UP.
- Provide Virtual Internship for 2nd and 3rd Year Engineering Students.
- Integrate Project based learning into curriculum.
- Collaborate for Faculty Skill development through Skill Wallet.

The company will organize the jobreadiness programme indicated below for DTE UP students and assist them in obtaining internships and placements.

a. Virtual Internship Programme: Virtual internship programme are the industry offered upskilling programme for the students to have first-hand experience of the respective technology of the partner. Virtual internships are the industry sponsored; no-cost programme offered to the academia to fulfil the internship requirements of the curriculum. A few examples of virtual internships programme are listed below.

Virtual Internship Programme	Link https://smartinternz.com/salesforce-virtual- internship-programme-2022	
Salesforce virtual internship programme		
Google virtual internship programme	https://smartinternz.com/google-virtual-internship-programme-2022	

b. Challenges / Project Build-a-Thons: Challenges or Project build-a-thons are industry sponsored programme to develop critical thinking and problem-solving skills in the students. The programme helps students in developing their skills by solving problems and developing innovative solutions.

Find more details about challenges / project build-a-thons at: https://smartinternz.com/challenges

Externship programs are suitable for the students in their early years of graduation to choose right career path and to build their profile.

More details are available at: https://smartinternz.com/externship

As part of this MoU, the company offers above programme in partnership with industry as below.

Programme	Limits	Cost
Virtual Internship Programme (Salesforce,Google, VMware, etc.)	1,00,000	No Cost
Faculty Development Programme	20,000	No Cost

The no cost programme will be offered as per the companies' timeline and they are commonfor all the DTE UP partners.

Both the parties agree to execute above programme for the students of all years of graduation and all branches during the respective academic year.

2.0 ROLES & RESPONSIBILITIES:

A. COMPANY'S ROLE & RESPONSIBILITIES:

- a. Sign MoU with DTE UP to implement the career readiness programme.
- Organize orientation session of SmartBridge's offering to Students & Faculty.
- c. Create a DTE UP workspace on SmartInternz platform to on-board the students.

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- d. Enrolling the students to the platform.
- e. Enrolling students to Academic Initiatives of companies.
- f. Extend the company sponsored project build-a-thons to students & faculty.
- g. Organize externship programme for the students.
- h. Assign expert mentors to guide the students.
- i. Share the latest industry trends with students.
- Create awareness on industry certifications.
- k. Extend the internship opportunities to the students.
- Mentor the students participating in national & global hackathons.
- m. Assign a dedicated account manager to the DTE UP.
- n. Publish partnership announcement on our social media & other platform.

B. DTE UP'S ROLE & RESPONSIBILITIES

- a. Sign the MoU with Company to implement the "Skill Wallet".
- b. Assign a SPOC to drive the SmartBridge programme in the campus.
- c. Facilitate the orientation sessions for students & faculty.
- d. Enroll the students in Academic Initiatives of companies.
- e. Enroll the students in industry sponsored programme.
- Ensure active participation & completions by students in all upskilling programme.
- g. Support the company in organizing the Internship/placement drives when required.

4.0 TERM & TERMINATION OF AGREEMENT:

This agreement will be reviewed, and may be modified or amended, through the mutual agreement of the signatory parties, as may be necessary to clarify and formalize roles, responsibilities, timelines, and assurances regarding the scope of work.

The agreement shall remain in effect for one year from the date of entering into this agreement by mutual consent of the parties, which may be extended. Each party may terminate this agreement by providing written notice to other party 30 days in advance.

5.0 GENERAL

5.1 Title headings. Complete and Amendments:

This Agreement (together with annexures) sets out the complete and entire understanding between the Parties regarding the subject matter contained herein and supersedes all prior proposals, understandings, or other agreements, oral and written, between the Parties regarding the subject matter contained herein, and may only be modified or amended by written agreement of the Parties. The title headings used in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement.

5.2 Assignment

The DTE UP cannot assign all or part of its obligations under this Agreement except to affiliate entities without the prior written consent from Company. Unless otherwise stated, this Agreement will continue in full force during the Term of the Agreement. Any attempted assignment in violation of this clause shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both Parties, their successors, administrators, legal heirs and assigns.

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5.3 Waiver:

Waiver of any breach of this Agreement is not a waiver of any other or subsequent breach of this Agreement. No waiver of any provision of this Agreement by a Party shall be effective unless it is in writing and signed by such Party.

5.4 Severability:

If any provision of this Agreement shall be found to be illegal or unenforceable by a court of competent jurisdiction, such term or provision of this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible. If the courtdetermines such action is not feasible, then any such provision shall be severable, andthe remainder of this Agreement shall continue to be given full force and effect. The restof the Agreement will remain in effect and this.

5.5 Notices:

All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by electronic mail addressed to the designed email ID's or by telex transmission, with verification of the transmission received by the sender, to the Parties as set forth below or at such other place as either Party may, by written notice to the others.

- 5.6 Publicity: DTE UP acknowledges and agrees to use its name and logo on the company's website and promotional materials for the duration of the agreement. Once the duration of this agreement is over, company will not use the name or logo of DTE UP.
- 5.7 Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the Indian laws. Any dispute, or disagreement arising out of this Agreement, and obligations thereunder (each a "Dispute") shall be communicated in writing to the other party within ten (10) days of the occurrence of the event giving rise to such dispute. The Parties shall first settle such Dispute, if any between its senior management team in good faith within fifteen (15) days from date of receipt of notice relating to the Dispute, If the senior management team is unable to settle the Dispute, the Parties would refer to the competent courts of Uttar Pradesh, India.
- 5.8 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

For and on behalf of

Department of Technical Education, Government of Uttar Pradesh

Name: Shri. M. Devaraj

Designation: Principal Secretary

(एम० देवराज) प्रमुख सचिव प्राविधिक शिक्षा, व्यावसायिक शिक्षा, कौशल विकास और उद्यमशीलता विभाग, उत्तर प्रदेश शासन

For and on behalf of SmartBridge

Name: Shri Amarender Katkam

Designation: CEO