

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding made and entered into on this 31<sup>st</sup> day of Jan 2022 between ChhatrapatiShahu Ji Maharaj University (.....details about the University)(hereinafter referred to as Univeristy which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors) of the first part;

and

Super AI Polaris Private Limited, registered under the RoC, Government of India, Taj Vivanta Hotel, Sector 21, Dwarka, New Delhi, (hereinafter referred to as 'Super AI'), which expression shall where the context so admits include its successors and permitted assigns) of the other part.

### PURPOSE.

Whereas ChhatrapatiShahu Ji Maharaj University is engaged in providing quality education and improving education delivery in the state of Uttar Pradesh. Super Alis committed to helping the University with formal and informal IT education to students, in order to help students realise their full potential. Super AI, along with its affiliates, offers various programs focussed on students and educational institutes. Super AI wishes to highlight and provide details of these programs to ChhatrapatiShahu Ji Maharaj University and there are no binding commitments by either of the parties to subscribe or fully utilize these programs. If parties recognise that ChhatrapatiShahu Ji Maharaj University will receive any benefits to its objective of providing quality education and improving the education delivery in the State of UP, the ChhatrapatiShahu Ji Maharaj University will opt for such particular program in accordance with the terms and conditions of that program as prescribed by Super AI.

Whereas University and Super AI understand that effective professional development and technology are important for students to benefit from technology investments. Super AI and University recognise that a focus on University and Industry participation programs helps develop leaders equipped to support faculty development, create improved student learning environments, and maximise technology investments. And therefore the University and Super AI' intent to cooperate in the education activities and jointly improve both access to, and the use of Information and Communications Technology ("ICT") and Artificial Intelligence ( AI ) in higher education for the support of teaching and learning. the value of technology in Higher education.

University and Super AI shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

### NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

#### 1. Focus Area:

University and Super AI shall cooperate and focus on the following initiatives:.

- University Industry Participation :Super AI Innovative University Program
- Building Student Capacity Batch: Integration Industry content and curriculum

LP  
31.1.2022

Peth  
31.1.2022

- Applied Artificial Intelligence integration and AI Literacy and Digital Citizenship
- Super AI will train and undertake skilling of maximum 250 students in 5 batches per year.

## 2. Objectives and Responsibilities

### A. It shall be an University Industry Participation that will promote the following:

- Super AI will get into one of its kind association, students enrolled in the joint Skill development programs get industry-relevant technical certifications from Microsoft, IBM, AWS, Super AI along with Industry Certificate.
- The students get the know-how of contemporary technologies like Cloud Computing, AI/ML, Data Science, Full stack, IoT, Cyber security etc.
- Super AI platform integrated with Microsoft's Learn, IBM and other industry body certification content is published Super AI team after creating a thorough job task analysis combined with market research, and subject matter expert inputs to create aligned learning experiences.
- Hands-on experience and certification with Industry technology skills to land leading tech jobs for the students. Apart from this, the students also get access to Dev Tools, Lab Services, GitHub, Capstones, Linked Learning and other benefits as well.

### B. Super AI Commitments:

- Super AI shall offer Super AI proprietary content also in association with Industry organisation like Microsoft, IBM, AWS and other content through Super AI portal, and shall train their students on curriculum on concerned tech-buzz like Cloud Computing, Cyber Security, Java Full stack, AI/ML, Data Science, IoT, etc.
- Super AI will enable **content access of Microsoft, IBM, etc** on Cloud Computing, AI/ML, Data Science, IoT, etc which will be part of students self-learning on a free access basis, choice of choosing content is through **free will of student**.
- Super AI will enable Instructor led training and content access of IBM, Google, Pearson USA Content on Cloud Computing, AI/ML, Data Science, IoT. Choice of choosing content is through **free will of student**, it can not exceed 5 different streams/ industry vertical for a maximum of 250 student training.
- Super AI will enable certification access of Super AI Certification, Microsoft, AWS, IBM, Google, Pearson USA etc. Certification on Office Certification, Cloud Computing, AI/ML, Data Science, IoT, PD courses on a , choice of choosing certification is through **free will of student** it can not exceed 5 different streams/ industry vertical for a maximum of 250 student training.
- Super AI will enable modular level certification access of Super AI and Microsoft, AWS, IBM, Google, Pearson USA **master industrial Certification** at the completion of **training and capstone**, choice of choosing certification is through **free will of student**, it can not exceed 5 different streams/ industry vertical for a maximum of 250 student training.
- Super AI will provide **7000 INR free cloud pass to students, upto (Ten thousand) 10000 student for one year**, free **cloudpass** ( free cloud pass will be of Azure/ AWS choice of cloud platform will of Super AI) is non transferable.

LD  
31.1.2022

Psm  
31.01.2022



- vii. Students shall be given hands-on experience to tools and technologies and shall be exposed to online learning platforms of Industry, which shall enable them to build on the knowledge gained in these workshops.
- viii. Super AI may also enable students who demonstrate exceptional work with the technology tools learned to participate in various global and national competitions to showcase their work and gain recognition for the same.
- ix. Super AI shall provide a program manager to coordinate all these activities in the state.
- x. Make available professional development platforms for educators that includes:
- xi. Super AI may provide a participation certificates after successful completion of the training.
- xii. Super AI in association with Industry will be providing the training through the online mode.
- xiii. Minimum batch strength to start industrial master certification program is 100 students.

### **C. ChhatrapatiShahu Ji Maharaj University Commitments:**

- i. University will identify and nominate Colleges and Students with adequate infrastructure to implement the program in the Colleges and Students. The below listed infrastructure is required to implement the program.
  - Trainer PC with Windows 10 and Office.
  - A computer lab with 25 Computers (Desktops/Laptops) with Windows 10r
  - A computer lab 25 Computer Tables with 2 chairs each
  - Seamless broadband Internet connectivity
  - 1 LCD Projector + Screen/ White Board for Projection
  - Power Back up
- ii. Universityshall send an official communication to nominated colleges and students to allow Super AI or its affiliated partners to implement the program.
- iii. Universityshall share interested student database for availing free cloud pass.
- iv. Universityshall also encourage the nominated colleges and students to spread and share the learning they gain from the program to neighbourhood Colleges.
- v. University will enable Super AI and its partners to develop case studies and of any exceptional performance and successful implementation of the project.
- vi. University shall arrange for the boarding and lodging of the trainee'sduring the training.

### **3. INTELLECTUAL PROPERTY RIGHTS.**

Each party shall continue to own its pre-existing IP. Any new IP developed by either party for the scope of this MOU only. Super AI hereby licensed to the other party on a non-exclusive, worldwideand royalty-free license basis only.

### **4. TERMS & CONDITIONS OF LICENSING AND SERVICES.**

The Parties acknowledge and agree that Super AI may fulfil its obligations under this MOU through its affiliates, and/or other Super AI Polaris local organizations or partners, even when not expressly stipulated in this MOU.

### **6 TERM.**

The MOU will remain effective until 14-1-2025 unless either Party terminates the MOU earlier by written notice. It is understood that such earlier termination will not entitle the other Party to any refund, damages, or other compensation. The Parties will review the operation of the MOU prior to its expiryand will jointly determine its renewal or revision.

### **7 CONTACTS.**

LD  
31.1.2022

LD  
31.01.2022

The Parties hereby designate the following persons as their main contact person for the respective other Party within the framework of the MOU:

|  |                                 |
|--|---------------------------------|
| ChhatrapatiShahu Ji Maharaj University | Super AIPolaris Private Limited |
| Printed Name:                          | Printed name: Jaydev Rath       |
| Contact:                               | Contact: 9999966271             |

#### **8 NO EXCLUSIVITY.**

The co-operation of the Parties under the MOU will be non-exclusive. Each Party will remain entitled to enter into similar contractual relations with third parties. It is acknowledged by the Parties that the University has, and will maintain, full discretion to procure software products, training services and/or services from vendors other than Super AI and its affiliates.

#### **9 RELATIONSHIP OF THE PARTIES.**

The relationship of the Parties as described in this MOU is strictly that of independent parties. Neither this MOU as a whole nor any specific term or condition will be interpreted as creating a partnership, joint venture, agency, or franchise relationship between the parties.

#### **10 LIMITATIONS OF LIABILITY AND INDEMNITY.**

The Parties mutually agree that to the full extent permitted by law, neither Party will be liable to the other for any direct, consequential, indirect or special damages arising out of or related to this MOU, except with respect to violation of the other Party's confidential information or intellectual property rights

#### **11 CONFIDENTIALITY**

The Parties acknowledge that, in the course of their negotiations under this MOU, it may be necessary for one Party to provide documentation, technical and business information and/or intellectual property, in whatever form recorded (collectively "Confidential Information"), to the other party. All Confidential Information provided or disclosed by either Party hereunder shall remain the property of the furnishing party and shall be held in strict confidence by the receiving Party, unless the furnishing Party required by the applicable laws. Confidential Information furnished by any party hereunder (i) shall not be reproduced or copied, in whole or in part, by the receiving Party except for use as specifically authorized by this MOU; (ii) shall together with any copy thereof, be returned to the disclosing Party, or at the request of the disclosing Party, destroyed, when no longer needed for purpose of this MOU; and (iii) shall only be disclosed by the receiving Party to its employees who have a need to know such Confidential Information in connection with the performance of this MOU; and who have agreed to comply with the confidentiality obligations set forth herein.

#### **12. Communication Plan and Right to Use Name / Public Announcements**

University and Super AI will create a communications plan to ensure the mutual public promotion of the Parties' relationship and awareness of the Parties' initiatives and activities. The communications plan will include but will not be limited to the following items:

- (i) public relations,

*LP*  
21.1.2022

*JP*  
31.01.2022



- (ii) internal communication between Company and Super AI
- (iii) recognition and promotion of the Parties' relationship and role with respect to the MOU/project undertaken under the MOU in the various communication materials.
- (iv) The Parties further agree to provide adequate publicity to the content of their collaboration. The Parties will collaborate in planning and publishing a joint press release, which will describe the content of this collaboration.
- (v) For all other press releases, public announcements, and negotiations with third parties, neither Party may use the name of the other Party, except with the prior written consent of the other Party, which shall not be unreasonably withheld.
- (vi) Neither Party may use the name of the other Party as a reference in negotiations with third parties, except with the prior written consent of the other Party.

### 13 APPLICABLE LAW, JURISDICTION.

If any dispute arises out of this MOU between the Parties, then the Parties shall resolve that dispute by negotiations in good faith. If the dispute cannot be resolved within sixty (60) days of commencement of negotiations, then the same will be referred to arbitration. The arbitration tribunal shall comprise of three arbitrators, one to be appointed by each Party and the third arbitrator to be appointed by the two arbitrators so appointed. Such arbitration shall be governed by the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be in the English language. The venue of arbitration shall be New Delhi, India. The arbitral award shall be final and binding upon the Parties, and each Party agrees to bear its own costs of arbitration and to equally share the fees of the arbitration tribunal, unless the arbitration tribunal decides otherwise.] The validity and interpretation of this MOU shall be governed by the laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any suits relating to enforcement of the award and/or any injunctive relief.

### 14. EXPENSES

Other than as provided elsewhere in the MOU, or the exhibits each Party shall bear its own costs and expenses incurred in connection with the performance of their obligations under this MOU.

### 15. Validity


The MOU is valid for a period of three years with effect from the date of signing the MOU and may be renewed after that period, incorporating mutually agreeable modifications if any thereafter. Each party may withdraw from the MOU by giving a written notice of three months in advance, subject to fulfill prior obligations otherwise surviving.


### 16. ENTIRE MOU

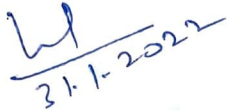

This MOU supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the parties with respect to the subject matter of this MOU, and this MOU constitutes the sole and entire understanding between the parties with respect to the subject matter hereof.

ChhatrapatiShahu Ji Maharaj University

Super AI Polaris Private Limited

  
31.1.2022

  
31.01.2022

|  |  |
|--|--|
| By signing this MOU, I also confirm that I am authorized to sign on behalf of c.             | By signing this MOU, I also confirm that I am authorized to sign on behalf of Super AI.      |
| Signature:  | Signature:  |
| Name: Dr Anil K Yadav  | Name: Jaydev Rath  |
| Title: Registrar   | Title: CSO   |
| Date: [insert month date, year]  | Date: [insert month date, year] 31.01.2022 ,   |