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Purchased by	: TECNIA INSTITUTE OF ADVANCED STUDIES
Description of Document	: Article 58 Memorandum of Settlement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TECNIA INSTITUTE OF ADVANCED STUDIES
Second Party	: MICROTEK INTERNATIONAL PVT LTD
Stamp Duty Paid By	: TECNIA INSTITUTE OF ADVANCED STUDIES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Director
Teenia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Medhuan Chokk, Rohini, Delhi-85

For Microtek International Private Limited

Director

**MEMORANDUM OF UNDERSTANDING
("MOU")**

BETWEEN



TECNIA INSTITUTE OF ADVANCED STUDIES
Institutional Area, Madhuban Chowk, Rohini, Delhi-110085

&



Microtek international Pvt. Ltd.
H-56-57, Udyog Nagar, Rohtak Rd, Delhi, 110041

(28th September, 2021)

Director
Tecnia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85

For Microtek International Private Limited

Director

This **Memorandum of Understanding** (hereinafter called as the "MOU") is effective and entered into on this the 28th day of September, 2021,

BETWEEN

Tecnia Institute of Advanced Studies, O/A: Institutional Area, Madhuban Chowk, Rohini, Delhi-110085 the First Party represented herein by its Dr. Ajay Kumar, Director, TIAS (hereinafter referred as "First Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

Tecnia Institute of Advanced Studies ("TIAS") is a Flagship of Tecnia Group of Institutions; one of the Premier NAAC accredited "A" Grade Institute; Approved by All India Council For Technical Education (AICTE), Ministry of Human Resource Development (HRD), Government Of India (GoI) and Affiliated to Guru Gobind Singh Indraprastha University, Delhi; Recognized under Section 2(f) of University Grants Commission Act, 1956. The Institute conducts Master of Business Administration (MBA), Bachelor of Business Administration (BBA), Bachelors of Arts (BA) & Master of Computer Application (MCA) & Bachelor of Computer Applications (BCA) programmes in both shifts. The institute is ISO (hereinafter ISO refers to International Organization For Standardization) 9001:2015, ISO 14001:2015, ISO 21001:2018 & ISO 51001: 2018 Certified and Instituted is Top 50 Best B-School in North Zone by The Week Hansa Research Survey, Top 50 Private Institute in India by Times BBA Education Ranking Survey; The institute has established Institution Innovation Council (IIC) under the MHRD, GoI in Entrepreneurship Development Cell to promote Innovation and Start up. Institute also provides Value Added Programs & Career Counseling Session, Capabilities Training to enhance, and technical Expertise knowledge for development of young professional. The institute had setup TIAS-NPTEL Local chapter to complete MOOCs Course with e-certification for making students employable. Institute has ultra-Modern infrastructure and impart value Based Education, conducts Training, Research & Consultancy, National and International conferences and seminars, faculty exchange programme, Technical cum Cultural Fest etc. since 1998. The Institute is located at a prime location and has state-of-the-art facilities, erudite faculties, dedicated staff members and an ambiance to fulfill admirable academic pursuit.


AND

Microtek international Pvt. Ltd., H-56-57, Udyog Nagar, Rohtak Rd, Delhi, 110041, the Second Party, and represented herein by its Mr. Subodh Gupta, Chief Managing Director (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

The Second Party facilitated various training and development programs in India; to promote internship, Live Projects for practical training, Final Placements and industrial visit, the Second Party is promoted by Mr. Subodh Gupta, Chief Managing Director, Microtek international Pvt. Ltd., H-56-57, Udyog Nagar, Rohtak Rd, Delhi, 110041, the Second Party.

The Second party is a renowned player in the power product market of India. It is the most trusted & preferred brand in India. No wonder it's the company's best-in-class products that have helped the organization to achieve the position of India's most trusted & preferred brand. Being a technology innovator and a pioneer in the power back-up industry of India,


Director
Tecnia Institute of Advanced Studies
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Madhuban Chowk, Rohini, Delhi-85


For Microtek International Private Limited

Microtek stands tall as an epitome in the space with its capability of making reliable and latest technology incorporated products that are well accepted and appreciated by household consumers & the industrial sector across the globe.


Microtek today is offering many products which deal with Power Backup solutions, Solar Energy, Voltage Solutions, Wires & Cables, Circuit Protection Devices (MCB, DBs), E-Vehicle Chargers, Surge & Lightning Protectors & Health Care range of products. Not just that but Microtek is the only brand to make line interactive UPS in India. All of these products are of premium quality and are crafted to cater to the unique requirements of the consumers.

With such dedicated offerings, Microtek today has earned the valuable trust of more than 120 million smiling users worldwide. Since its inception, the organization has achieved tremendous growth and excellence in all verticals of its operations.

WHEREAS:

- A) First Party and Second Party are hereinafter jointly referred to as "Parties" and individually as "Party"
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within the area of;
- Student Induction Program
 - Exchanging of expertise by means of Guest Lectures, Workshop, Seminar, Conference for the benefit of Faculty & Students,
 - Value Added Program
 - Short Term Capability Enhancement Program
 - Hiring students for internship and live project for practical training,
 - Skill Development
 - R&D Services,
 - Summer Internship
 - International / Domestic Industrial & Educational Travel Programs.
 - Industrial Visit
 - Entrepreneurship
 - Career Counseling
 - Career Guidance
 - Consultancy
 - Innovation
 - Entrepreneurship & Startup
 - Placement
 - Expert for Institutions Innovation Council, Ministry of Education (MoE)


 Director
 Azim Premji Institute of Advanced Studies
 Affiliated to GGSIP University Delhi
 Madhuban Chowk, Rohini, Delhi-85

For Microtek International Limited

 Director

- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant MOUs, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MEMORANDUM OF UNDERSTANDING (MOU)

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.3 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them. Hiring students for internship & Live project for practical training.



Director
Genie Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Medhupan Chowk, Rohini, Delhi-85

For Microtek International Private Limited

 Director

For Students of Management

- Providing industrial exposure to the management students to understand the practical situations and operational activities of the organizations.
- Getting oriented for corporate culture and functioning.
- Providing the management students a sense of direction in identifying career opportunities and get prepared accordingly.
- To help students in identifying their areas of interest and generating placement opportunities (PP I / PPO).

For Students of Journalism and Mass Communication

- Applying classroom – based education for practical work experience in the industry.
- Utilizing current standards and recent advances in media and entertainment organization.
- Networking with the industry professionals.
- Applying classroom learning for practical work experience in the industry.
- Developing proficiency of skills, explore career options and networking with potential employers.
- Demonstrating proficiency of skills in their field of interest in Media and entertainment Industry.

For Students of Computer Applications

- Providing high-quality technical training covering key concepts in computer applications and software design, development, and implementation.
- Developing appropriate skills for increasing the productivity of students.

- 2.4 **Campus interview:** The second party will come for campus requirement where intake depends up on the clearance of all the rounds by the candidate in the selection process.
- 2.5 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the continuing development for every intern through our exceptional training solutions in BFSI sector.
- 2.7 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 **Management Development Programs:** First Party to train the member of Second Party to through Management Development programs abreast with the latest skills.



Director
Technic Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85

For Microtek India



Director

- 2.10 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of –Interns with specialization in Marketing and HR, passionate to make their career in Banking and Financial Sector.
- 2.11 **Projects and Consultancy:** Both the parties agree to coordinate with each other on various projects and consultancy on various sectors of management.
- 2.12 **Branding & Strengthen of Relations:** Both the parties agree to use logo of each other for branding and strengthen of relations and can publicize on website and other social media. The students of Tecnia Institute of Advanced Studies undergoing internship with Stallion Capital Management Pvt. Ltd. may use the logo of the company on the report that would be submitted for final evaluation.
- 2.13. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.14 There is no financial commitment on the part of the **Tecnia Institute of Advanced Studies**, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.


CLAUSE 4: VALIDITY


This MOU will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Second Party after termination of this MOU by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

- 4.1 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party, are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make MOU of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


 Director
 Tecnia Institute of Advanced Studies
 (Affiliated to GGSIP University Delhi)
 Madhuban Chowk, Rohini, Delhi-85

For Microtek International Private Limited

 Director

CLAUSE 6: ARBITRATION

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties; In case aggrieved parties are not satisfied and the amicable solution is not possible, the same shall be referred for arbitration to panel of two arbitrators each to be appointed by the "parties" as per the provisions of Arbitration and Conciliation Act 1996 as amended/notated. The place of the arbitration shall be at notified by the parties. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Delhi only.

CLAUSE 7: INDEMNITIES

First Party shall unconditionally and irrevocably indemnify Second Party (its officers, employees and agents), and/or its Affiliates, from and against all claims and actions and all liabilities, loss, expense, injury and damage (whether or not on the basis of negligence and including legal costs and disbursements on a solicitor and client basis) suffered or incurred directly or indirectly as a result of, or in connection with, (i) First Party's performance under this MOU or (ii) A breach of any of its obligations under this MOU; or (iv) any gross negligence, fraud, willful default/misconduct; (v) Violation of applicable laws by the First Party, its employees, agents or associates; (vi) Breach of confidentiality obligations under this MOU by Supplier; (vii) Breach of intellectual property rights of a third party by the First Party and students sent by the First Party.

CLAUSE 8: CONFIDENTIAL INFORMATION

- 8.1 The Parties understand and acknowledge that, whether in the course of performance of this MOU or otherwise, it will receive or become aware of Confidential Information of the other Party
- 8.2 The Parties agree that it shall use the Confidential Information of the disclosing Party only as follows:
- 8.2.1 To use such Confidential Information only in relation to the MOU;
- 8.2.2 Not to disclose the Confidential Information in whole or in part to any other person without disclosing Party's prior written consent, except to the receiving Party's employees, agents and students involved in the performance of this MOU on a confidential and need to know basis and provided that employees, agents and students are bound by written MOUs of confidentiality which are at least as stringent as the provisions of this Agreement; and
- 8.2.3 Safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data.
- 8.3 The receiving Party shall immediately upon becoming aware of any unauthorized disclosure, give notice to the other Party of such unauthorized disclosure, misuse, theft or other loss of Confidential Information, whether inadvertently or otherwise.
- 8.4 The First Party shall ensure that it has similar MOU containing terms and conditions consistent with the terms and conditions provided under this clause in place with its agents, teachers and students and any third party accessing Confidential Information pursuant to this MOU. First Party shall ensure that such third parties adhere and comply with confidentiality obligations similar to the ones provided under this MOU. First Party

 Director
 Institute of Advanced Studies
 (Affiliated to GGSIP University Delhi)
 Medhuban Chowk, Rohini, Delhi-85

For Microtek Inter
 Director
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shall be liable for any breach of confidentiality obligations by such parties.

- 8.5 The terms of this Clause shall continue in full force and effect for a period of 3 years from the date of disclosure of such Confidential Information or the entire duration of this MOU, whichever is later.

CLAUSE 9: AMENDMENT AND WAIVER

The terms of this MOU may not be modified, waived, changed, discharged or terminated, except by an MOU in writing signed by the party against whom or which such modification, waiver, changed, discharged, or termination to be imposed. No terms or conditions of this MOU shall be deemed to have been waived, nor shall there be any estoppel against any enforcement of any provision of this MOU, except by written instrument of the party charged with such waiver or estoppels. No such written waiver shall be deemed a continuing waiver unless specifically stated there, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver or such term or condition for the future or as to any act other than that specifically waived.

CLAUSE 10: SEVERABILITY.

The Invalidity, illegality or unenforceability of any particular provision or part of any provision of any MOU under any applicable law shall not affect the other provisions or parts thereof, which shall remain in full force and affect, and any such any valid, illegal or unenforceable provision of part thereof shall be deemed modified to the extent necessary to make it valid, legal or enforceable under any applicable law.

CLAUSE 11: COUNTERPARTS.


This MOU may be executed in any number of counterparts each of which for all purposes shall be deemed to be original and all of which taken together shall constitute one and the same instrument.

CLAUSE 12: ENTIRE MOU.

This MOU constitutes the entire MOU between and among the parties with respect to the subject matter hereof, recites the sole consideration for the promises exchanged and supersedes any prior MOUs with respect to the subject matter hereof. In reaching this MOU neither party has relied upon any representation nor promise except those set forth herein.



Director
Teoria Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Moolchand Chowk, Rohini, Delhi-85

For: Microtek International Private Limited

 Director

CLAUSE 13: CONSTRUCTION.

The parties agree that the terms and conditions of this MOU are the result of negotiations between the parties and/or their council, and that this MOU shall not be construed in favor of or against either parties by reason of the extent to which either party or its council participating in the drafting of this MOU.

CLAUSE 14: NOTICES.

All notices, requests, claims, demands and other communications here under shall be in writing and shall be deemed to be given if delivered personally or sent by overnight courier (providing proof of delivery) or by Registered Post to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) **To the First Party at:** Tecnia Institute of Advanced Studies
Institutional Area, Madhuban Chowk
Rohini, Delhi - 110085

With Copy to: Mr. Vivek Kumar, Advocate
E-16/391, Sector-8, Rohini
New Delhi-110085

(b) **To the Second Party:** MICROTEK INTERNATIONAL (P) LIMITED
H-57, Udyog Nagar,
Rohtak Road, Delhi-110041

With Copy to: Mr. Parvesh Khanna, Advocate
F3, Ground Floor, South Ext.
Part II, Delhi-110049

CLAUSE 15: SUCCESSORS AND ASSIGNS.

This MOU shall be binding upon and enure to the benefit of the parties hereto and any of their successors and assigns. In addition the Company may assign their rights and obligation hereunder to any of its or their affiliates or to the purchaser of or successor to (i) All or a significant portion of the Company's business or assets, or (ii) that aspect of the company's business in which Consultant is principally involved in each case whether by a case of merger, stock sale, asset sale, or otherwise, provided that no assignment shall relieve or excuse the Company from its obligations to pay Consultant under this MOU. Except as set forth in the prior sentence, this MOU may not be assignable by any party hereto without the prior written consent of the other parties.



Director
Tecnia Institute of Advanced Studies
(Affiliated to GGSIU University Delhi)
Madhuban Chowk, Rohini, Delhi-85

For Microtek International Private Limited

Director

CLAUSE 16: CAPTIONS.

The captions in this MOU are for the convenience only and shall not be construed to affect the meaning of any provision herein.

CLAUSE 17: KNOWING AND VOLUNTARILY EXECUTION.

Parties acknowledge that they have read and fully understand the terms of this MOU that they have obtained legal advice in connection with this MOU, and that they are signing it knowing and voluntarily.

IN WITNESS WHEREOF, the parties hereto have executed this MOU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned

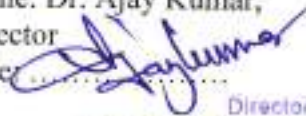
For Tecnia Institute of Advanced Studies For M/s Microtek international Pvt. Ltd.,

(First Party)

Name: Dr. Ajay Kumar,

Director

Date:



Director

Tecnia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Medhuan Chowk, Rohini, Delhi-85

(Second Party)

Name: Mr. Subodh Gupta

Chief Managing Director

Date:



For Microtek International Pvt. Ltd. Director