

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN



TECNIA INSTITUTE OF ADVANCED STUDIES

Institutional Area, Madhuban Chowk, Rohini, Delhi-110085

&



**ZAPHIRE INFORMATION TECHNOLOGY AND
SERVICES PRIVATE LIMITED**

Shakthi Towers - 1, 766 Anna Salai Chennai Tamil Nadu 600002

**DIRECTOR
ZAPHIRE INFORMATION TECHNOLOGY
PRIVATE LIMITED
NEW YORK**


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



(Date)

5th May 2022

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 05 day of May, 2022,

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 Norms of MHRD's Innovation Cell, GoI Dated 11.09.2019 to promote Innovation and Start up and also established Entrepreneurship Development Cell. Institute provides Value Added Programs & Career Counseling Session, Capabilities Enhancement Program on Technical and Soft Skill 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 ambience to fulfill admirable academic pursuit.

AND

.... (Zaphire Information Technology and Services Private Limited Shakti Tower-1,766 Anna Salai Chennai Tamilnadu 600002)...., the **Second Party**, and represented herein by its(**Founder, Mr. Divan Gamaliel**) (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).

.... (Zaphire Information Technology and Services Private Limited Shakti Tower-1,766 Anna Salai Chennai Tamilnadu 600002)...., 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 (**Ms. Priyadarshini**, Head **College-Partnership** Zaphire Information Technology and Services Private Limited Shakti Tower-1,766 Anna Salai Chennai Tamilnadu 600002)...., **Second party** is in (**We are based out of New York City, Zaphire is the world's ONLY Video-based professional networking**

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Guru Gobind Singh Indraprastha University (Delhi)
Rohini, Delhi-85

platform with high privacy and security combining Human and AI to bring people and opportunities together. We enable better, faster hiring - win-win for job seekers and the hiring community and we work with a growing list of corporate clients. Zaphire is free and your students have a lot more to gain and explore here)

WHEREAS:

- A) ("First Party" is a Higher Educational Institution named: Tecnia Institute of Advanced Studies and "Second Party" (Zaphire Information Technology and Services Private Limited)...., 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 under the safe & secure environment.
- C) The Parties intent to cooperate and focus their efforts on cooperation within the area of;
- 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
 - Skill Development
 - Patents
 - Design Patents
 - Innovation
 - Institute Innovation Council (IIC)
 - Innovation Patent
 - Incubation Centre
 - Faculty Development Programme
 - R&D Services
 - Research Copy Rights
 - Guest Lecture
 - Curriculum Design
 - Internship
 - Publications
 - Career Counseling
 - Career Guidance
 - Consultancy
 - Entrepreneurship & Startup
 - Industrial Training & Visits
 - IPR Activity
 - Placement
 - Expert for Institutions Innovation Council, Ministry of Education (MoE)
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;


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

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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 agreements, 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)

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.

- 2.1 **Institute Innovation Council (IIC):** To facilitate as per Clause 2.0 IIC Council Member: Expert Representation: Sub Clause 2.1 IP Expert / Patent Expert; 2.2 Startup Entrepreneur; 2.3 Expert from nearby Industry / Industry Association / Ecosystem Enablers; 2.4 FI/Bank /Investor / Angel Investor / VC; 2.5 Incubation Centre.
- 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.
- 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.
- 2.4 **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.
 - 2.5 **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.
 - 2.6 **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.
 - 2.7 **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.
 - 2.8 **Management Development Programs:** First Party to train the member of Second Party to through Management Development programs abreast with the latest skills.
 - 2.9 **Research and Development:** Both the 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.
 - 2.10 **Innovations:** Both the Parties have agreed to carry out the joint research activities in the fields Innovations.
 - 2.11 **Patents:** Both the Parties have agreed to carry out the joint research activities in the fields Innovations.
 - 2.12 **Design Patents:** Both the Parties have agreed to carry out the joint research activities in the fields Innovations.
 - 2.13 **Publications & Copyrights:** Both the Parties have agreed to carry out the joint research activities in the fields Innovations.
 - 2.14 **IPR Activity:** Both the Parties have agreed to carry out the joint activities in IPR related domain; Patent & Technology Transfer; IPR Workshops; Guide as mentor to student for Idea Competition / Hackathon; boot camps on suitable problems statement or theme; latest trends in technology and feasibility of the idea / point.
 - 2.15 **FI/Bank /Investor / Angel Investor / VC:** Both the Parties have agreed to carry out the

joint activities for information about loan schemes, grants and investment for startup and Entrepreneurship; meetings with investors and sponsors.

- 2.16 **Incubation Centre:** Both the Parties have agreed to carry out the joint activities on Meeting on Regular Basis and Provide Mentoring, Incubation Guidance and Business Network Support.
- 2.17 **Projects and Consultancy:** Both the Parties agree to coordinate with each other on various projects and consultancy on various sectors of management.
- 2.18 **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.
- 2.19 Both the Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.20 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 the Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both the 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.

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



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



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 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,


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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.

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

(b) **To the Second Party** Zaphire Information Technology and Services Private Limited Shakti Tower-1,766 Anna Salai Chennai Tamilnadu 600002


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

CLAUSE 15: SUCCESSORS AND ASSIGNS.

This MOU shall be binding upon and ensure 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.

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

Authority Signatory

First Party

Second Party


For Technia Institute of Advanced Studies
(Affiliated to GOVT. ENGINEERING COLLEGE, MATHURA, U.P.)
Mathura, U.P., India-281005

(First Party)
Name: Dr. Ajay Kumar
Director
Date: 05/05/2022

For Zaphire Information Technology and Services Private Limited.

(Second Party)
Name: Mr. Divan Gamaliel
(Position/Designation) Founder
Date: 05/05/2022

**DIRECTOR
ZAPHIRE INFORMATION TECHNOLOGY
PRIVATE LIMITED
NEW YORK**

