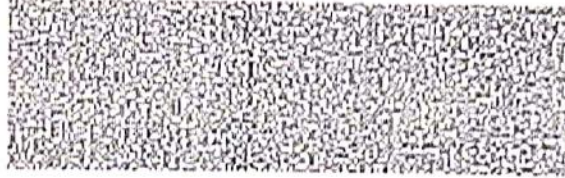
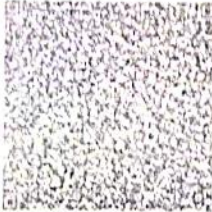




Government of Karnataka

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Unique Doc. Reference : SUBIN-KAKAGCSL0894718695877483V
Purchased by : SGBS UNNATI FOUNDATION
Description of Document : Article 37 Note or Memorandum
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : DIRECTORATE OF TRAINING AND EMPLOYMENTS UP
Second Party : SGBS UNNATI FOUNDATION
Stamp Duty Paid By : SGBS UNNATI FOUNDATION
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MEMORANDUM OF UNDERSTANDING

This Non-Financial MoU is executed on the 4th August, 2023 at Lucknow by and between:

**Vocational Education & Skill Development, Government of Uttar Pradesh,
Lucknow through
DIRECTORATE OF TRAINING & EMPLOYMENT, UP
And
SGBS UNNATI FOUNDATION (SUF)**

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.kartastamp.com or using e-Stamp Mobile App. (Stock Holdings)
2. It is necessary to the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The users of creating the legitimacy is on the users of the certificate.

**DIRECTORATE OF TRAINING & EMPLOYMENT, UP represented by the
Additional Director**

and having its office at Rozgar Bhawan, Guru Govind Singh Marg,
Lucknow (hereinafter referred to as "DTE-UP") which expression shall unless
repugnant to the context or meaning thereof be deemed to include its, executors,
administrators, legal representatives, nominees, affiliates and permitted assigns of the
FIRST PART;

AND

"**SGBS Unnati Foundation**" a not for profit organization under Section 8 of
Companies Act represented by **Mr. I A Padmanabhan alias Ramesh Swamy, The
Director**, having its registered office at #1, Temple road, NCEF Layout Sadananda
Nagar, Bengaluru - 560038 (hereinafter referred to as "**SUF**") which expression shall
unless repugnant to the subject or context shall mean and include its affiliates,
successors, assigns and administrators,

(Both the parties are hereinafter, collectively referred to as the "Parties" and
individually as the "Party")

DTE-UP, after evaluation has decided to offer skill development training, hereinafter
called as "UNXT" to youth who are in Govt. ITI's final year Students/ Trainees

AND WHEREAS DTE-UP and SUF, hereby desire to enter into a non-exclusive
relationship that will enable SUF to deliver "UNXT" at selected Govt. ITI's.

AND WHEREAS the Parties agree to enter into relationship for mutual benefits at the
terms and conditions mentioned in this MoU.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND
PROMISES CONTAINED HEREIN AFTER AND FOR OTHER GOOD AND
VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY
ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

(i) In addition to terms and expressions defined elsewhere in this MoU (including the
Recitals), except to the extent that the context requires otherwise, the following words
and expressions shall bear the meaning ascribed to them here in below:

- "MoU" means this Non-Financial MoU executed by the Parties.
- "UNXT" means the 30 day -3hr/ day skill development training offered free of
cost to Final Year youths of the selected Govt. ITI's.
- "Proprietary Information" means trademarks, trade names, and marks, whether
registered or not.
- "Term" means the term of this MoU as stated in clause of this MoU.

(ii) Interpretation. In this MoU, headings and bold type are for convenience only and do
not affect the interpretation of this MoU and, unless the context otherwise requires:

- ✓ A reference to the singular includes a reference to the plural and vice versa, and
reference to any gender includes a reference to all other genders; and
- ✓ A reference to an individual shall include his personal representative, successor
or legal heir.

2. SCOPE

SUF shall collaborate with DTE-UP to provide training to students during the term of
this MoU. The Parties will describe the Services in one or more Schedule of Works



(SoW). This MoU will apply to each and every SoW. SUF may enter into SoW with DTE-UP under the terms of this MoU, and in such an event, any necessary local legal and other requirements, to the extent of this MoU, will be documented separately in writing, as may be agreed by both parties.

This MoU expresses the spirit of co-operation and the best intentions of the Parties to achieve the purposes stated herein.

3. ROLE OF DTE-UP

- a. Will facilitate the running of the "UNXT" program in its centres and in selected Govt. ITI's.
- b. The "UNXT" program will run for 3 hours a day for 30 days and will be offered **free of cost**.
- c. Will provide all the necessary infrastructure at its ITIs to ensure smooth running of the program. Infrastructure includes (i) a classroom and (ii) a Projector or a TV (iii) Internet connection.
- d. DTE-UP will appoint a nodal officer to be a Single point of Contact. This officer will work closely with SUF team to ensure smooth implementation of the UNXT Program. This officer will be authorised officially to do so.
- e. DTE-UP will ensure 2 batches per day of 35-40 students will be provided for UNXT to make it economically viable for SUF

4. ROLE OF SUF

UNDER "UNXT" Program:

1. Will conduct the UNXT training for 3 hours per batch and a minimum of two batches per day, spanning over 30 working days in each ITI.
2. Will provide access to an **e-learning app with over 600 videos and questions** to the youth who attend the UNXT program.
3. Will provide a **UNXT digital certificate** to students who match the attendance requirement of 90% (27 days of attendance).
4. SUF will assure a job for students who approach them. The jobs will be in Metro Cities and in reputed companies with social securities like ESI & PF.
5. The salaries offered by these companies will be in line with the market.
6. SUF will collect data of students (including AADHAAR) and will upload all relevant data onto NSDC portal.
7. Each Change Maker from SUF will conduct 2 batches per day of 35-40 students to make it economically viable

5. IMPACT OF THE PROGRAM

- a. SUF is working on a **platform with all necessary filters** for industry, to **Facilitate hiring**.
- b. DTE-UP will inform Industry Bodies and large companies in the state to try and hire from this platform as the trained candidates would be of higher quality than what they will find in the market.

6. CONFIDENTIALITY

Each party shall hold all the information strictly confidential, whether it comes to the knowledge of such party through a written document or in oral form. "Confidential information" shall mean any/all information that would ordinarily and without breach of any legal obligation, not be known to any person who is not having any relationship

with the party concerned.

Each Party further agree to maintain and use the confidential information of the other party only for such purpose as may be required and permitted for the due execution and performance of this MoU and to make copies as may be specifically authorized by the prior consent of other party and disclosure of confidential information to third parties and to use such information only on a "need to know" basis.

All the confidential information shall, at all times, remain the exclusive property of the Party concerned. However, on due completion of the deliverables by SUF, the deliverables and the confidential information ancillary and incidental to the work shall vest with Government of Uttar Pradesh.

7. TERMS OF COLLABORATION

This MoU is effective from the date of Signing and is valid for Three years viz. 2023-2026 The continuity of the MoU may be decided by either party after successful completion of the aforesaid term.

DTE-UP and SUF shall jointly review progress of programme and will form the basis for subsequent actions to grow the collaboration, including launching of new programmes and future developments.

8. LIMITATION OF LIABILITY

In no event shall SUF be liable for any incidental, punitive, direct, Indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software, courseware, and other inputs or services provided under this MoU, the provision of information and related content through the software and other inputs, or services or otherwise, arising out of the use of the software and other inputs or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

9. INTELLECTUAL PROPERTY OF SUF

DTE-UP acknowledges and agrees that with respect to goods and services, including marketing collaterals (if any) and other inputs received by them from SUF, no copyrights, trademarks, intellectual property rights or other pecuniary benefits are granted by SUF, to DTE-UP, either expressly, by implication, inducement, estoppels or otherwise.

10. GENERAL CLAUSES

I. No Agency: The Parties hereto agree DTE-UP and SUF is executing this MoU on a principal to principal basis. Nothing herein contained shall constitute any Party as an agent, legal representative, partner, subsidiary, joint venture or employee of the other Party. No Party shall have the right or power to, and shall not bind or obligate in any way, manner or thing whatsoever, the other Parties nor represent to the contrary.

II. Entire MoU: This MoU constitutes the entire MoU between the Parties and shall prevail over any other MoU relating to the subject matter hereof. The Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Parties except as herein contained.

III. Non-Waiver: Any Party to this MoU may (a) extend the time for performance of any of the obligations or other acts of any other Party, (b) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered by the other Party pursuant thereto or (c) waive compliance with any of the MoUs or conditions of any other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this MoU. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

IV. Governing Law: This MoU (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this MoU or its formation) shall be governed by and construed in accordance with laws of India.

V. Jurisdiction: The Parties agree that only the Courts in Bangalore shall have jurisdiction to entertain any proceedings related to this MoU whether during pendency, or after termination. No other Court shall have jurisdiction under this MoU.

VI. Non Assign-ability: The rights and obligations incumbent upon the Parties pursuant to the provisions hereof shall not be ceded or assigned in any circumstances to any third party except as may be agreed. The prior, written consent of SUF shall be required by DTE-UP for assigning its rights and obligation under this MoU to an associate, affiliate or franchisee for the purpose of this MoU.

VII. No Disclosure: neither the execution of this MoU or its terms shall be disclosed to any other person by either of the Parties without prior written consent of the other Party unless disclosure is required by Applicable Law or the Laws of India and disclosure shall then only be made after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of disclosure.

VIII. Expenses: Save as expressly otherwise provided here in, each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this MoU or any other MoU incidental to or referred to in this MoU.

IX. Severability: Each of the provisions contained in this MoU shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this MoU.

X. Amendment: This MoU may not be amended or modified except by an instrument in signed by, or on behalf of, all the Parties.

XI. No Third Party Beneficiaries: This MoU is solely for the benefit of the Parties hereto and no provision of this MoU shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this MoU.

XII. Counterparts: This MoU may be executed in any number of counterparts and by the several Parties hereto on separate counterparts, each of which when so executed, shall be an original, but all the counterparts shall together constitute one and the same instrument.

XIII. Survival: The provisions of Clauses 5, 8 and 9, shall survive the termination or expiration of this MoU.

XIV. FORCE MAJEURE

For the purpose of this MoU, the 'Force Majeure Event' means anything outside the reasonable control of a Party including fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labour dispute, civil disorder, riot, act of civil or military authority, act of public enemy, terrorist threat or activity, war (declared or undeclared), act of god, act or omission of carriers or suppliers, restriction of law, regulation, order or other acts of regulatory or governmental agency (ies), interruption or failure of telecommunication or digital transmission link, Internet failure or delay but excluding the occurrence of such events with respect to another customer of the Party.

Neither Party shall be responsible or liable for, or deemed to be in breach of this MoU because of any failure or delay in complying with its obligations under this MoU, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the affected party to the extent that such failure or delay would have nevertheless been experienced by the Party had such Force Majeure event not occurred.

11. DISPUTE RESOLUTION

1. Any dispute arising from or out of the performance of this MoU shall first be settled by the Parties amicably. In case, no amicable settlement can be reached, then such dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each Party will be entitled to appoint one arbitrator and the third arbitrator will be appointed with the consent of two arbitrators. The panel of three arbitrators will arbitrate disputes and the decision of the arbitral tribunal will be final and binding on both the Parties. The expenses of the arbitration will be share equally by the parties to the MoU.
2. The venue of arbitration shall be Bangalore and the language of arbitration shall be English.
3. The award shall be rendered in the English Language and shall be final and binding between the Parties.

12. TERMINATION BY CAUSE:

(i) Each Party shall be entitled to terminate this MoU in the event of failure on part of the other Party to rectify or remedy any material breach of its obligations pursuant to and under the MoU within [30] thirty calendar days of receipt of written notice in this regard from non-defaulting Party.

(ii) Each Party shall have the right to terminate this MoU with immediate effect by written notice if the following events occur:

- a) Other Party is wound up, liquidated or for any other reason ceases to carry on its business or transfers its business to another entity;
- b) A decree or order by a court or governmental agency or authority for the appointment of a receiver or liquidator for the assets and properties of other Party in liquidation proceedings, readjustment of debt, marshalling of assets and liabilities or similar proceeding and the interim order is not vacated within seven [7] calendar days from the date of its issuance.

c) Termination without cause and/or for Convenience: The Parties shall have the right to terminate this MoU without assigning any reason by giving a sixty (60) calendar day's prior written notice to the other Party.

Notices: Any notice provided for or permitted under this MoU will be treated as having been given when a) delivered personally, b) sent by confirmed telecopy, c) sent by commercial overnight courier with written verification of receipt, or d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting whichever is earlier.

For and on behalf of DTE-UP

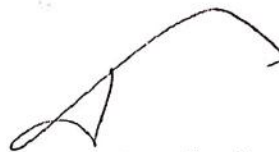
For and on behalf of SGBS UNNATI
FOUNDATION (SUF)



Manpal Singh

Additional Director

Directorate Of Training And
Employment, Lucknow.



I A Padmanabhan alias Ramesh Swamy

Director

SGBS Unnati Foundation.

Total Hrs	165
Assembly/Values	15
Spoken English	26.5
Oral Communication Skill Enhancement Module (OCSEM) - Debater, Public Speaking/ E-Newspaper/ Picture Reading/ Word Based Learning/ Visual Comprehension	12.5
Life Skills	30
Introduction, Para-back & Valediction	6
E-Learning (Self Learning)	60
E-Learning (Self Learning): Vocations	15

Total Hours/Day	5.5 Hours
Classroom Learning	3 Hours
E-Learning (Self Learning)	2.5 Hours

TENTATIVE DATE	SESSION 1 (60 MIN)	SESSION 2 (1 HOUR)	SESSION 3 (1HR 30 MIN)	OTHERS	E-LEARNING (Self Learning - 2.5 HRS)
JAN-1	INTRODUCTION: 1. Brief on UNNATI & UNJKT (10 Min) / 2. Assembly & Values (20 Min) / 3. Spoken English (20 Min) / 4. U LEAPP (LMS) (20 Min) / 5. Life Skills - Getting started (icebreakers, About Unnati, Life skills, Funnel Activity & Groundrules)- (60 Min) / 6. Documentation - Student Information on Google Form (20 Min) / 7. Create Email account for all students / 8. Play How Unnati helps students video			How Unnati helps Students?	
JAN-2	Punctuality	Icebreaker and Simple Greeting	Understanding & Managing Emotions	a. Unnati Philosophy, b. Unnati Branding - Follow, Like & Share Unnati Social Media -Facebook / Instagram/ Twitter	
JAN-3	Punctuality	Introducing Self	The Power of a Positive Attitude	Give word list for Word Based Learning	
JAN-4	Punctuality	Talking about one's Family	Making a Positive Impression		
JAN-5	Cleanliness, Hygiene and Orderliness	Talking about one's Likes and Dislikes	Developing Confidence in Self & others		
JAN-6	Cleanliness, Hygiene and Orderliness	Talking about Strengths & Weaknesses	Listening skills		
JAN-7	Cleanliness, Hygiene and Orderliness	Greeting Others	Gender Equality & Sensitivity	a. Unnati Philosophy, b. Unnati Branding - Follow, Like & Share Unnati Social Media -Facebook / Instagram/ Twitter	
JAN-8	Responsibility	OCSEM - Visual Comprehension & Word Based Learning	Goal setting- Make it happen		
JAN-9	Responsibility	Introducing Others	Time Management		
JAN-10	Responsibility	Talking about one's daily routine	Stress Management	Student referral process	
JAN-11	Gratitude and Appreciation	Asking Simple Questions & Asking for the Price	A Plate of Rice & Dignity of Labour	a. Unnati Philosophy, b. Unnati Branding - Follow, Like & Share Unnati Social Media -Facebook / Instagram/ Twitter	
JAN-12	Gratitude and Appreciation	Comprehending & Paraphrasing Information	Critical thinking to overcome challenges	Give topics for Public Speaking	
JAN-13	Gratitude and Appreciation	OCSEM - E-Newspaper	Language Etiquette & Mannerism	Student referral process	
JAN-14	Determination and Persistence	Guiding & Giving Directions	Assertiveness	Placement Process	
JAN-15	Determination and Persistence	Simple instructions to follow procedures	Refusal skills	Give word list for Word Based Learning	
JAN-16	Determination and Persistence	Describing a person/ objects	OCSEM - Public Speaking	Introduce importance of self learning & upskilling	
JAN-17	Respect	Comparing	Being a Good Team player	Introduce Udhogam, how to create Udhogam Profile & Video CV	
JAN-18	Respect	Attending to a phone call	Workplace Ethics	Give topics for Debate	
JAN-19	Respect	At a restaurant	OCSEM - Picture Reading & Word Based Learning	a. Unnati Philosophy & b. Unnati Branding - Follow, Like & Share Unnati Social Media -Facebook / Instagram/ Twitter	
JAN-20	Team Spirit	Inviting Someone	Dealing effectively with Criticism	Student referral process	
JAN-21	Team Spirit	Apologizing	Flexibility & Adaptability	Placement Process	
JAN-22	Caring & Sharing	Handling customer queues	OCSEM-Public Speaking	Ensure Udhogam is updated and completed for all	
JAN-23	Caring & Sharing	Writing a Resume	Alcohol & Substance use & abuse		
JAN-24			Leadership Skills		
JAN-25	Honesty	OCSEM - Public Speaking	OCSEM - Picture Reading & Visual Comprehension		
JAN-26	Honesty	Email etiquette & Official Email communication			
JAN-27	Honesty	Describing an event			
JAN-28	Forgive and Forget	Facing an Interview			
JAN-29	Forgive and Forget	Attending a telephonic video interview & Mock Interview			

Affirmation, Para-Back & Closure (Valediction, Unnati Branding, Student Testimonials)