

Memoranda of Understanding

Between



R3 SYSTEMS INDIA PRIVATE LIMITED

First Floor, New Rohini Apartment, KBT Circle, Near Saraswat Bank, Thatte Nagar, Gangapur
Road, Nashik, Maharashtra 422005

And



**R. C. PATEL
INSTITUTE OF TECHNOLOGY**
An Autonomous Institute

R. C. Patel Institute of Technology, Shirpur An Autonomous Institute

Nimzari Naka, Shahada Road, Shirpur — 425 405

Phone: 02563 259600, www.rcpit.ac.in, director@rcpit.ac.in, registrar@rcpit.ac.in

For

Technical Training Program

This MEMBERSHIP AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS ON 16th Feb, 2024, at RCPIT, Shirpur, By AND BETWEEN, R3 SYSTEMS INDIA PRIVATE LIMITED, a company incorporated under the [INDIAN] Companies Act, 1956, having its registered office

at R3 SYSTEMS INDIA PRIVATE LIMITED office at First Floor, New Rohini Apartment, KBT Circle, Gangapur Road, near Saraswat Bank, Thatte Nagar, Nashik, Maharashtra 422005. (here in after referred to as 'R3', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns); R. C. Patel Institute of Technology Shirpur, representative organization of all engineering colleges located in Shirpur and surrounding areas, affiliated with BATU University, (hereinafter referred to as 'RCPIT', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

R3 and the RCPIT are hereinafter referred collectively as "Parties" and individually as "Party".

Whereas R3 is desirous of providing training to the RCPIT, Shirpur;

And whereas Institution and R3 agree upon mutually beneficial transaction and desires of expressing the same into writing and hence this MOU;

Both Parties agree to the following terms and conditions:

1. This MOU shall be valid from 16th February 2024 to 15 February 2027 as per the annexure attached for First Year, Second Year, Third Year & Final Year of Engineering students.
2. R3 agrees to provide training to the students at the premises situated at Shirpur, made available by RCPIT.
3. RCPIT agrees to provide facilities like classrooms & other required infrastructure, including but limited to, projector, screen, Internet, Audio, visual facility, flip charts and markers to give training to the students.
4. Institution will provide all the students of First, Second, Third and Final year of Engineering as per interest & willingness.
5. R3 agrees to provide the training at Shirpur Campus, Provided as per the classroom strength of the students.
6. RCPIT shall provide sufficient advance notice to R3 regarding any examination dates, vacation or other holidays when classes will not happen.
7. RCPIT/any other person is not allowed to carry out any sort of video recordings of the training conducted by the R3 at the premises provided by the Institute.

8. The commercials will be as decided by the parties as per their mutual understanding. All Payments shall be made by DD/Cheque(s) in favour of "R3 SYSTEMS INDIA PRIVATE LIMITED". Following will be the schedule of payments.

9. RCPIT will provide accommodation arrangements to trainers of R3. R3 needs to take care of their trainer's food/breakfast arrangement during the training period. The details of membership that Institution has agreed to take from R3 are as follows ("Membership"):

Exhibit A

Schedule of Payments	Payment Amount
After the completion of 100% of the Training (Within 15 days after payment request submission)	100% of the total amount Inclusive of all taxes
In case if training is not completed	No payment will be released

10. In between if any feedback regarding the trainer is not satisfied then RCPIT will ask to change the trainers.

11. Completion of training after 15 days payment will be released.

12. RCPIT may receive information proprietary to "R3" and vice versa (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by RCPIT/R3 from third parties without accompanying secrecy obligations; (c) is already in RCPIT/R3 possession and was lawfully received from sources other than R3 and Institutes or (d) is independently developed by institute/ R3. The two bodies understand and acknowledge that the confidential information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the RCPIT/ R3 for the benefit of others.

13. All information or correspondence including information shared with or exchanged by R3 or the RCPIT or any of its employees, agents, officers, directors and contractors in connection with this MOU including all course materials, training content & methodologies, classroom & trainer notes, assessment tests etc, will be the sole and absolute property of joint venture of R3 and RCPIT including intellectual property and proprietary rights.

14. Either Party shall not use logos, trademark, trade name or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party.

15. RCPIT agree and confirm that during the term of this engagement and for a minimum period of six (06) months after termination or expiration for any reason of this agreement, shall not engage, directly or indirectly, or assist any other party in hiring any person employed or hired as an employee by R3, who is directly or indirectly associated with the project.

16. Either Party shall ensure that nothing is done or omitted to be done by them which may affect the reputation of the other Party or its intellectual property.

17. The Parties hereto agree that they are independent contractors. Nothing contained herein shall construe either Party as an agent, legal representative, partner, subsidiary or employee of the other.

18. Each party shall be at liberty to terminate this MOU with a written notice period of 30 (thirty) days / (1) month to the other party without any compensation and seeking legal redress. RCPIT can terminate the MOU after evaluation of quality at any time without notice as per the feedback from the student and performance i.e before and after assessment test.

19. All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this MOU whether during its term or after expiry thereof or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to the sole arbitration of a mutually agreed person, whose decision and award shall be final and binding between the Parties. The venue of arbitration shall be Shirpur, Maharashtra.

20. Committee by RCPIT and R3 will mutually take a decision and in any manner it will not go to court at any point of time by either of the parties.

21. Both the parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

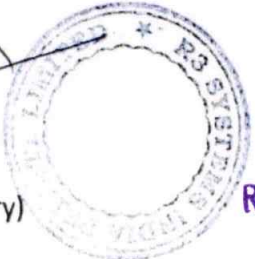
22. Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.

23. This MOU may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties. In witness whereof, both parties put their hard seal on the day, month and year herein mentioned.

24. Trainer need to carry all necessary teaching-learning aid.

Additional Benefits

- Connection with students throughout the year with our online/offline learning and assessment tools
- Expert and result oriented faculties
- Bridge the gap between industry and academics by training students in industrial approach and technologies.
- Train and motivate students to learn to ideate and implement their own ideas that solve social and industrial problems.
- Bringing holistic thinking in students. (Not just "how to make", but "what to make, why is it better than existing alternatives").
- Enable students to participate at National and International level Conferences/Seminars/Contests.
- Increase employability by developing technical, attitudinal and soft skills in the students.
- Recruiting best technical students from the college (not based on academic criteria).
- Conducting workshops in the latest technologies by industry experts.
- Encourage cross-functional learning by facilitating multi-disciplinary projects.
- Establish connections with every student in the college and have a constant conversation with them to motivate them to become the best engineers possible.
- Facilitate joint-research using company and college infrastructure.
- Provide research projects to students to enhance the quality of education.

For R3 SYSTEMS INDIA PRIVATE LIMITED	For RCPIT
Name: Mr. Gauresh Suryawanshi  (Authorized Signatory) Designation: Managing Director 	Name: Dr. J. B. Patil  Director R. C. Patel Institute of Technology (Authorized Signatory) Shirpur Dist: Dhule (MS) Designation: Director 