

Memorandum of Understanding cum Agreement

This Memorandum of Understanding cum Agreement is made and entered into on this, ...day of between the

CENTRE FOR DEVELOPMENT OF IMAGING TECHNOLOGY (C-DIT) having its Registered Office at Chithranjali Hills, Thiruvallom P.O, Thiruvananthapuram-695 027, Kerala, a scientific research and development institution, established by the Government of Kerala as a society registered under the Travancore Cochin Literacy, Scientific and Charitable Societies Registration Act 1955, hereinafter referred to as C-DIT [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean its successors and assigns] represented herein by its Registrar, on the FIRST PART.

AND

M/s. <<SSTP Name>> a <<type of registration>> registered under << ACT, GST no, registration number >> having its registered office at << full address >>>> (referred to

as “SSTP Name” which term and expression shall mean and include its successors and assignees) and represented by << authorized personnel name, designation>> on the SECOND PART. <<SSTP Name>> may hereinafter be referred “Sector Synergy Training Partner (SSTP)” of C-DIT.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1.0 SCOPE:

This Agreement is based on the **E.O.I Notice No: C-DIT/09/EOI-TED/SSTP/007/2026-27, dated 24.09.2026** and subsequent corrigendum, evaluations of the proposal submitted Ref No..... dated..... and meetings held on with the Second Party, which all form part of this agreement.

This agreement between C-DIT and the <<SSTP Name>> is entered in order:

- to identify and create dynamic integrated academic / training programmes that are relevant to the industry and offer programmes in online/offline/hybrid mode through the SSTP with the certification by C-DIT as agreed upon under all or any of the following categories:
 - **Category 1** - To offer training programmes in the authorized centres of SSTP / C-DIT
 - **Category 2** – To conduct Add-on Certificate Courses for School / Colleges going students with or without internship
 - **Category 3** - To offer Training Programmes for Government entities in corporate mode
 - **Category 4** - To conduct Workshops, Seminars and Career / Skill development programmes

➤ **Category 5** - To co-ordinate and provide technical support to Govt. sponsored projects based on requirement

- to deliver such programs through SSTPs using adequate infrastructure set up by the SSTP and through specialized faculty and facility.
- with SSTP mobilizing the candidates for the academic / training programmes ensuring pre-requisites are met,
- such that the outcome of the training programmes to improve the skill sets, soft skills, productivity, employability/entrepreneurship capability of the candidates is met by the SSTP, as per specific requirements of each course.
- to enable the candidates' successful placement outcomes as employees or entrepreneurs

Both the parties are intended to jointly commence and conduct Academic and Training Programmes under sectors <<Sector name>> based on the above mentioned categories 1 to 5 and at the following training locations.

<< Full Address of Training Locations>>

Details of the Training Programmes in the first phase of the project are delineated in the schedule attached to this Agreement as **Annexure-I** which forms part of this Agreement and the Parties further agree to extend the Training Programmes to other approved Centers in various districts in Kerala during the second phase of the project and such decisions shall be reduced in writing signed by the competent authorities of both parties and be incorporated to this Agreement as Supplementary Agreements or Addendum/s.

2.0 REPRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENT AND WARRANT THAT:

- 2.1 Both the parties are Registered entities in India having legal power and authority to enter into and perform their respective obligations under this Agreement.
- 2.2 The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.

- 2.3 The execution of this Agreement does not constitute a breach of any obligations (statutory, contractual, or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 2.4 All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.
- 2.5 The parties are not insolvent, and no proceedings are pending against them seeking liquidation and they have not filed any liquidation or winding-up application or petition.
- 2.6 The parties are not black listed or prevented from performing such business in India by any of the /Union or State Government Departments or Authorities.

3.0 ROLES AND RESPONSIBILITIES OF C-DIT:

- 3.1 C-DIT shall approve the programmes, including the courses / syllabus / curriculum/ fee structure submitted by the SSTP based on the review of the Academic Council constituted by C-DIT. C-DIT reserves the right to call for the modifications in the syllabus / curriculum if deemed necessary.
- 3.2 C-DIT shall scrutinize and approve the proposal for corporate training programmes and shall submit to the Government Departments, Public & Private Organizations and Institutions as per demand from time to time.
- 3.3 C-DIT shall provide schedule for the conduct of the academic/training programmes based on the inputs from the SSTP.
- 3.4 C-DIT shall oversee the admission program conducted by the SSTP and shall conduct periodic inspections to ensure that the SSTP have the sufficient infrastructure, faculty members and other facilities for the smooth conduct of the programs and also to ensure that the training programmes are being conducted as scheduled as per this agreement. C-DIT shall be entitled to inspect the premises of the SSTP at any time where the training programmes are being conducted. If, on such inspection, it comes out that the SSTP training programs that is being

conducted or the premise where the SSTP training programs are being conducted, is not in consonance with this agreement C-DIT reserves the right to cancel this agreement and if necessary, to proceed legally against the SSTP.

- 3.5 C-DIT shall conduct Offline / Online examinations for the academic / training programmes evaluation and assessment as per the schedule prepared in consultation with the SSTP and issue certification to the students/participants who have successfully completed the academic/training programmes in accordance with the approved rules and guidelines.
- 3.6 Monitoring of performance of the SSTP: C-DIT will regularly evaluate the performance of the SSTP, based on agreed implementation milestones on a quarterly-yearly basis. The SSTP must achieve at least 75% of the agreed targets/milestones for each respective quarter-year. If an SSTP fails to meet the projected performance in the first two consecutive quarters-years, a caution notice will be issued to improve their performance in the following quarter-year. If the SSTP continues to underperform without a valid explanation for two more additional quarter years, then C-DIT may, at its discretion, discontinue/terminate the empanelment of that partner and/or appoint another entity as an Additional Sector Synergy Training Partner/s for the specific sector and/or territory. All monetary loss in this regard would be borne by the SSTP. For the appointment of an Additional Sector Synergy Training Partner, C-DIT may select from among the applicants who responded to the EOI mentioned above or invite fresh EOI as the case may be. Selection of the SSTP shall not be a one-time affair. C-DIT shall include new SSTPs based on the dynamics of requirements.

4.0 ROLES AND RESPONSIBILITIES OF SSTP:

- 4.1 **Curriculum Design:** The SSTP shall design the course curriculum for the Training Programmes with the support of C-DIT.
- 4.2 **Infrastructure:** The SSTP shall be responsible for providing the complete infrastructure for the Training Programme. They shall set up a Centralized

Practical campus & make necessary investment towards the lab equipment related to each training program and adequate manpower including faculty members in order to facilitate the systematic execution of the project. They shall equip the campus with latest tools, plants and machineries necessary for the practical training through simulated labs, workshops etc. based on mutual discussion. The infrastructure items shall include Desktops/Laptops, UPSs, Laser Printers, Active and Passive Networking Components, Digital Boards, LCD Projectors, Scanners, Internet Facility, Backup Power Supply, Tables and Chairs, etc. as listed in Annexure-II required for conducting the specific Training Programmes.

- 4.3 **Engaging the Faculty members:** The SSTP shall engage sufficient number of qualified faculty members who are experts in conducting Theory and Practical sessions and examinations in connection with the Training as per the requirements / standards determined by C-DIT. (NB: There will be no employer-employee relationship between C-DIT and the faculty members or other staff appointed by the SSTP).
- 4.4 **Courseware:** The SSTP shall provide the prospectus and the courseware for the academic / training programmes; reference copy to training centres and Softcopy or hardcopy to students as per the standards prescribed by C-DIT.
- 4.5 **Academic Coordination:** The SSTP shall provide necessary support to C-DIT for improving the Academic Quality of the training centres and the faculty members for the smooth conduct of Courses.
- 4.6 **Conduct of courses:** The SSTP shall make necessary arrangements for the commencement of the courses and conclude the training as per the schedule fulfilling the course duration agreed upon. Conduct an opening session, ensure sessions are engaging, interactive, and aligned with objectives, Supervise the flow, participation, and trainer performance, gather feedback from both trainers and trainees and make real-time improvements if needed. Conduct class tests, assignments, or practical assessments, document the training process, outcomes,

and suggestions. The SSTP must submit regular updates on fee collection, participant lists, training progress, and other activities to ensure transparency and accountability. On the completion of the training as per the course duration, the matter shall be intimated to C-DIT in writing for arrangements of final evaluation process.

- 4.7 **Placement support:** The SSTP shall arrange Tie ups with major players in the industry for providing internships and creditworthy placement opportunities to the maximum extent possible for the students successfully completing the academic / training programmes.
- 4.8 The SSTP will conduct research and industry consultations to identify the skill demands, emerging job roles, and hiring trends. Based on these insights, they will prepare sectoral reports and actively source job opportunities for the trained candidates at both national and international levels. The C-DIT Academic Council will validate the identified topics. Approved content will be developed by Empaneled Partners for the academic / training programs.
- 4.9 The SSTP will assist C-DIT in candidate selection, onboarding skilled faculty members and industry experts for program delivery, and collaborate with C-DIT to design and conduct assessments.
- 4.10 **Student Relation Officer (SRO):** SSTP shall appoint Student Relation Officer (SRO) at training centres for Student enquiry handling, Academic / Training counseling, Conversion and enrolments to courses, fee collection, student monitoring as well as other functions required for the smooth conduct of the Academic / Training Programmes.
- 4.11 **Rent:** The responsibility to meet the rent expenses for the area earmarked for the conduct of the aforesaid Training Programmes shall rest with the SSTP.
- 4.12 **Electricity:** All the expenses towards Electricity Connection charges, Monthly Consumption charges and arrears, if any in connection with the conduct of the aforesaid Training Programmes shall be met by the SSTP.

4.13 Water Charges: All expenses towards water connection / consumption shall be met by the SSTP.

4.14 Internet Charges: All expenses towards Internet Charges shall be met by the SSTP

4.15 Telephone Charges: The SSTP shall avail Telephone/Help Line numbers' connection from the local service providers with the approval of C-DIT at the training centres and these numbers shall be used only for gathering/answering the enquiries / calls from targeted audience all over Kerala. All expenses in lieu of availing the Help Line Mobile/Telephone connections and monthly telephone expenses including arrears, if any, in this regard shall be borne by the SSTP.

4.16 Mobile / WLL Utility: The SSTP shall use mobile / WLL for the purpose of promotional activities of the above course. The Mobile/Telephone numbers used as Help Lines shall be indicated in advertisements, posters, name boards, notices, banners, hoardings etc. Prior written approval from C-DIT shall be taken by SSTP in this regard for use of C-DIT brand logo /trader marks.

4.17 Licensed copy of Software: The SSTP shall arrange the licensed copy of Software required for conducting the Academic / Training Programmes. Intellectual Property Rights (IPR) of all the software packages used in the training centres shall not be violated and End User License (EUL) clauses shall be fully complied with. All software packages required for the Academic / Training Programmes shall be included in the Equipment List mentioned as Annexure-I and II. The SSTP agrees that illegal copies of software shall not be used in the training centres. Responsibility to meet all legal consequences arising out of violation of license rules and to solve such problems shall vest with the SSTP and the SSTP shall have to meet all expenses arising out of such acts and hold C-DIT and its officials / employees harmless. Under no circumstances C-DIT will be held responsible for any such issues arising from the use of illegitimate copies of software/course materials in the Centres.

4.18 Marketing and Promotion: The marketing and promotion of the Training Programs shall primarily be the responsibility of the SSTP. However, C-DIT may also, as per its sole discretion, release advertisements at its own expense or mutually shared expenses through online/print/visual/radio media/exhibitions as part of general or specific campaign activities. The SSTP will be responsible for periodic release of Advertisements, Posters, Name Boards, Notices, Banners and Hoardings, SMS/E-mailer, Tele-calling etc. The SSTP shall also issue Press Release and conduct Seminars/Work Shops to create awareness of the Training Programs among the potential students/participants. The SSTP shall prepare the material/content for advertisement/marketing and shall be submitted to C-DIT for approval at least 14 days before intended release/printing of such material/contents. All contents/materials for the Social Media Marketing and Promotion shall be hosted only through C-DIT authorized web portals. The entire marketing and promotional expenses of the ACADEMIC / TRAINING PROGRAMS shall be borne by the SSTP. The SSTP shall periodically communicate to C-DIT with documentary evidence that they have satisfactorily fulfilled their continuing obligations and commitments under this clause as per standards that may be prescribed by C-DIT from time to time.

4.19 The SSTP shall submit to C-DIT, the Name of the course, Date of commencement, Names of faculty members, Names and Number of students admitted and other requisite details, Total fees levied and Apportionment of fees, within 7 days of the commencement of each training / academic programs in the format provided by C-DIT either through online or offline mode as decided by C-DIT.

The SSTP shall maintain records for the following:

- a) Records showing the names of students, separate for each course.
- b) Records of Attendance of students, separate for each course.
- c) Records showing the receipt of fees and structure of fees, separate for each course.
- d) Records showing the Names, Age, Educational Qualification, Experience, and

Date of joining of the Faculty members.

- e) Records of Attendance of the Faculty members.
- f) Attested copies of the Qualifications and Experience of the faculty members.

The SSTP shall maintain the above records up to date and shall make available all the above records for the inspection of authorized personnel of the C-DIT. C-DIT or anyone authorised by it shall be entitled to conduct inspection of the above records as well as the premises of the SSTP or its C-DIT authorized training centre at any normal working hours without any prior intimation to the SSTP.

4.20 Use of Trade Mark or Brand Logo of C-DIT:

The SSTP is strictly prohibited from,

- a) representing to the public through press or media release that they have any tie-ups or arrangements with C-DIT, other than the SSTPs status or the SSTP programs
- b) use, either directly or indirectly, apply or attempt to use the trade mark or brand logo of C-DIT, other than for the SSTPs programs
- c) directly representing C-DIT to any Government agencies / entities without explicit written concurrence from C-DIT
- d) involving in deceptive, misleading or unethical practices that are or might be detrimental to C-DIT or C-DIT Products or the Government Departments
- e) unauthorized use of all tangible and intangible information obtained or disclosed, including all documents - original, copy or record howsoever created, (e.g., duplicate copy, photocopy, facsimile, magnetic copy etc.,) - in connection with its marketing promotional or business generative efforts other than for SSTP programs, whether registered or not. In the event of any breach by the SSTP, of its obligations under the relevant sections of the Agreement will inter alia be reason for C-DIT to blacklist SSTP and/or termination of the Agreement and resort to equitable relief available in law.

4.21 Indemnification: The SSTP shall defend or settle at its expense any claim or Suit without limitation, any third-party claim or suit or legal proceedings against custom.er or its affiliates, directors, officers, agents, employees or students or participants to the full extent permitted by law arising out of or in connection with any claim due to any breach by the SSTP of its obligations under the relevant

provisions of this Agreement.

4.22 Discount/ Scholarship/ Gifts: The SSTP shall not commit any offers (like discount, scholarship, gifts etc.) on Course Fees without obtaining prior written approval from C-DIT. If offered without obtaining prior written approval from C-DIT, the SSTP shall be fully liable to pay such amount to students and C-DIT shall be authorized to deduct the said amount from the revenue share due to the SSTP.

4.23 Non -Compete: The SSTP shall not, during the validity of this Agreement, directly or indirectly offer the planned and mutually agreed Training Programmes & Academic Project Training Programmes covered under this Agreement, either on its own or jointly through any other agency or in any other location other than mutually agreed in this agreement. Thus, the SSTP shall not market and conduct any courses using C-DIT's brand, proprietary content or resources, and as C-DIT affiliated, other than that are already being conducted as per MoU / agreement with other existing clients as per schedule I appended.

4.24 Point of Contact: The SSTP shall be responsible for providing a single Point of Contact who shall be responsible for liaison with C-DIT and the same shall be intimated to C-DIT through formal communication before the commencement of the SSTP programs. Any change regarding the point of contact shall also be intimated to C-DIT through formal communication within seven days of effecting the change. C-DIT shall also nominate the single point of contact from the C-DIT side and intimate the SSTP through formal communication.

5.0 FEE STRUCTURE:

Fee along with applicable GST shall be collected by the SSTP from students as per Fee Collection Schedule mentioned in Annexure-1 that forms part of this agreement and proper receipts shall be issued to students. The amount due to C-DIT shall be shared as per the schedule mentioned in Annexure 1

6.0 REVENUE SHARING and PAYMENT TERMS:

General Sharing Pattern between C-DIT and the SSTP based on Respective Roles & Responsibilities.

Infrastructure (Civil / Hardware /Electrical /Software)	Technical Implementation (Course design – 5%, Faculty - 5%, Training material – 5%, Conducting the course – 25%)	Marketing (Content creation – upto 5%, job fair / advertisements upto 15%)	Examination (10% subject to a minimum of Rs.....)	Academic Council Evaluation, Monitoring & Certification	Remarks (if any)
20%	40%	20%	10%	10%	

Payment terms as per Annexure 1 will be followed

6.1 PENALTY CLAUSES FOR DELAY IN REVENUE SHARING SCHEDULE

Both parties agree that the revenue generated from the training programme (s) shall be shared as per the agreed terms and conditions outlined in this agreement and as per the predefined revenue-sharing schedule attached as Annexure I

A grace period of 30 days from the due date shall be provided to allow for unforeseen delays.

In the event of any breach of the revenue sharing timeline, the SSTP shall be provided with a written notice specifying the breach and granted a cure period of 30 Number of Days to rectify the default.

If the SSTP fails to comply with the revenue-sharing schedule, despite the grace periods, C-DIT have the right to:

- Suspend the ongoing programme(s) or terminate future collaborations until the outstanding payment is cleared.
- Initiate legal action or seek arbitration as per the dispute resolution clause in this agreement.

- c) Claim compensation for loss of business or reputation caused due to the delay.

Both parties acknowledge and agree to abide by the above penalty clauses to ensure timely and transparent revenue sharing for the successful delivery of the training programmes.

7.0 LIMITATION OF LIABILITY:

Each Party shall bear all costs, expenses, risks, and liabilities incurred by it arising out of or relating to its obligations, efforts, or performance under this Agreement. In no event shall any Party be liable to any other Party for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data, arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss. But however, the foregoing shall not prevent each party to claim compensation for damages arising out of gross negligence or willful misconduct on the part of the other party which may lead to loss of reputation or any such quantifiable damages to other party, and such liability is limited to the maximum extent permissible by a court of law.

8.0 TERM & TERMINATION:

This Agreement is valid for a period of Three Years w.e.f. unless terminated as per clause (8.1 to 8.3 below) or renewed further based on mutual agreement made in writing, signed by the authorized signatories of both the parties. The SSTP shall approach C-DIT at least two months before the expiry of the term of this Agreement and C-DIT may consider such request for renewal strictly on merit.

8.1 Under a mutual rescission Agreement: The Agreement can be terminated anytime during the tenure of the agreement, with mutual consent of both the parties by signing a Mutual Rescission Agreement and after settlement of the accounts accordingly. Such Termination will require a 30 Days' Notice. When mutually terminated, the notice period may be increased or decreased as may be required.

8.2 On breach of the terms: In the event of either of the parties breaching the terms of any of their obligation under this Agreement, the non-breaching party may terminate this Agreement by giving the breaching party 30 days' written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.

8.3 Termination by C-DIT: This Agreement may be terminated by C-DIT without any compensation in lieu and without any prejudice to any other right or remedies provided for under this Agreement or under law or equity under the following circumstances:

- If the SSTP indulges in any activities or business detrimental to the policies or services or products of C-DIT or the Government of Kerala / India, as per the terms of the Agreement.
- If the firm of the SSTP is dissolved or goes into liquidation / insolvency or for any other reason(s) is not able to continue the business in the firm name.
- If the SSTP is convicted blacklisted by the Union /State Government Departments/Bodies/Undertakings/Universities/Institutions during the term of this Agreement.
- If the SSTP violates any law which may bring disrepute or cause any damages, monetary or otherwise to C-DIT.
- The SSTP shall announce the commencement of courses and shall complete the training programme as per the agreed schedule. Any discontinuation without valid reason will be treated as a breach of contract. In the event if the SSTP discontinues the programme, full fees collected from the participants must be refunded to students within 15 days of intimation of closure. Otherwise, the SSTP will be held solely liable for any financial or reputational loss to C-DIT or hardship caused to participants. The SSTP shall indemnify C-DIT against any legal, financial, or reputational consequences arising from the discontinuation of the training or complaints by participants. In the event of discontinuation of training by the SSTP the liability of SSTP/C-DIT shall be limited to full refund of fees collected from the participants and this condition shall be clearly

stated in the course prospectus.

9.0 EFFECT OF TERMINATION

- 9.1** In the event of termination of this Agreement under the circumstances stated in clauses above, ie. 8.1 to 8.3, C-DIT shall have the right to continue running the Course on its own or by engaging other suitable Party/Parties. The SSTP shall be liable to compensate C-DIT for financial and other losses including but not limited to incidental, indirect, consequential or special damages, whether attributable to lost profits, lost opportunities or any other cause or condition incurred by C-DIT due to such termination as per 8.2 or 8.3 above. Also, if the SSTP desert or deviate from the programme after the signing of the MoU, a quantum of fine will have to be paid to C-DIT.
- 9.2** Termination shall not, release either party from payment of any sum that they owe to the other or terminate any other obligation or liability or any security, interest or lien held by the Parties.
- 9.3** Termination of this Agreement, for any reason, whatsoever, shall not release either party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this Agreement, the respective obligations of the Parties under this Agreement shall continue till the TRAINING PROGRAMS that already started off as on the date of such termination, are fully completed, examination conducted and certificates issued.
- 9.4** Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information including the records of students, faculty members and financial dealings of such other party and certify in writing that it has done the same.

9.5 Notwithstanding termination or expiration of this Agreement, the provisions under Sections “Indemnification”, “Confidentiality”, “Entire Agreement”, “Limitation of Liability”, shall survive any such termination of this Agreement.

10.0 CONFIDENTIALITY:

Each party (“Receiving Party”) agrees to keep confidential and not disclose or use, except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party’s (“Disclosing Party”) technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party’s business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, “Confidential Information”). Neither party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other’s Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information. “Confidential Information” shall not include information the Receiving Party can document which:

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or

(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it, by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so. Both parties agree that any information disclosed under this agreement shall be done as per clause 8(i)(d) of the Right to Information Act, by restricting access to personal and third-party information considered confidence, trade secrets, intellectual property rights etc. unless it is done before a Court of Law or Enforcement agencies.

11.0 RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall, for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

12.0 ASSIGNMENT

This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such

assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/ emerging/ surviving company/corporation/organization shall be bound by the terms of this Agreement.

13.0 AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement be amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

14.0 FORCE MAJEURE

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist

as of the date of termination.

15.0 SEVERABILITY:

The parties intend this Memorandum of Understanding cum Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

16.0 RULES & REGULATIONS:

To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as “Confidential” or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement.

17.0 DISPUTE SETTLEMENT:

Any dispute, controversy or claim or difference of any kind whatsoever arising between **C-DIT** and the **SSTP**, out of or in relation to this agreement or any related Agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion. If the dispute is not settled within 30 days of such dispute the matter will be referred to an Arbitration as per the Arbitration and Conciliation Act 1996. Both the parties agree to refer the matter to the Secretary to the Government of Kerala, Electronics and IT Department, to decide on the Arbitration process. The process will be in English language conducted in Thiruvananthapuram and the costs will be equally shared between the parties. The decision of the arbitrator shall be binding on both parties. Such an award by the arbitrator shall be a precondition to take the matter before any court of law.

18.0 JURISDICTION AND GOVERNING LAW:

The legal disputes arising out of the contract will be under the exclusive first jurisdiction

of the courts in Trivandrum / Ernakulum and will be in English Language as per the Governing Law of India as amended.

19.0 NOTICES:

All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address set forth on the first page above, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, email and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice. Notice sent to the party deemed delivered on expiry of 7 business days from the date of dispatch.

20.0 MISCELLANEOUS:

In entering into this Agreement, the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly, the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement unfairness to any party is disclosed or anticipated then the Parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove the cause of the same.

21.0 ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire Agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose, the term

Exhibits shall include the Agreement, the project proposal documents, the Input proposal documents and any other document(s) which may be made subsequently on mutual agreement between Parties.

22.0 COUNTERPARTS:

This Agreement is executed in two counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Schedules:

Annexure I –

Part I - Details of the Training Programmes offered under the SSTP,

Fee and the Revenue sharing mechanism

Part II - Equipment List including Software packages required

Annexure II - Infrastructure items required / available

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS MoU cum AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

FOR Centre For Development of Imaging Technology (C-DIT) Signature : Name : Designation :	FOR M/s. <<SSTP>> Signature : Name : Designation :
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Witnesses:

1.

2.