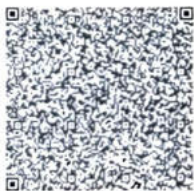




Government of Karnataka

Certificate No.	: IN-KA30746642473275V
Certificate Issued Date	: 18-Jul-2023 03:27 PM
Account Reference	: NONACC (FI)/ kagcs108/ BANGALORE27/ KA-BV
Unique Doc. Reference	: SUBIN-KAKAGCSL0838253964256287V
Purchased by	: GLOBAL WECONNECT TECHNOLOGIES PVT LTD
Description of Document	: Article 37 Note or Memorandum
Description	: MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ST FRANCIS DE SALES COLLEGE
Second Party	: GLOBAL WECONNECT TECHNOLOGIES PVT LTD
Stamp Duty Paid By	: GLOBAL WECONNECT TECHNOLOGIES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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[St.Francis De Sales College]

This is a Memorandum of Understanding dated 19th July 2023 ("Effective Date") by and between **St Francis De Sales College** having its office at 24, NH 44, Veer Sandra, Hebbagodi, Bengaluru, Karnataka -560100 hereinafter referred to as "SFS" which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assigns.

Statutory Alert:

- Statutory Alert:**
1. The authenticity of this Stamp certificate should be verified at www.shriestamp.com/ or using e-Stamp Mobile App of Stock Holding Company of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

And

Global WeConnect Technologies Pvt Ltd, an Data Analytics Company, with its registered address at #46/4,K No- 437/424/414/661/3/1114/3,4,5 GB Palya, Bangalore, Karnataka -560068 (hereinafter referred to as '**GWC**' which expression shall include its permitted assigns, successors, representatives, administrators, for the purpose of this Memorandum of Understanding). GWC is officially "NASSCOM" and ISO/IEC 27001: 2013 Certified organization.

Both the Parties hereto collectively referred to as the "Parties" and individually as the "Party".

- a) GWC provides tools and technologies for training the students in the areas of AI and business intelligence & Power BI. They strive to help students realize their market needs with efficiency goals through technologies and training services.

1. Definitions

- 1.1 "**Confidential Information**" means all such information which is confidential and proprietary to a Party which has come into the possession of the Receiving Party (means party receiving the Confidential information) (whether in writing, orally, or by any electronic or other means) before, on or after the Effective Date which relates to Disclosing Party (means party disclosing the Confidential information) and its respective customers or suppliers and shall include but is not limited to reports, diagrams, data on the network, formulae, photographs, drawings, specifications, software programs, source-code, methodologies, samples and any technical, business plans, financial or commercial information relating to Disclosing Party or any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, customer and supplier details and business affairs and any other supporting records or material bearing or incorporating any information and documentation relating to Disclosing Party;
- 1.2 "**Intellectual Property Rights**" means any copyright, patent, registered design, design rights, topography rights, trademark, service mark, logo, trade name, application to register such rights, rights in the nature of aforementioned rights, trade secrets, rights in unpatented know-how, right of confidence, moral rights, right to publicity, and any other intellectual property rights of any kind in any part of the world.
- 1.3 "**Scope of Work/SOW**" means the Scope of work as entailed in Annexure A, for the performance of the Services in accordance with the applicable SOW hereto. The SOW is a part of this Memorandum of Understanding and shall complement the provisions of this Memorandum of Understanding.
- 1.4 "**Term**" shall mean the duration of this Memorandum of Understanding as provided in Clause 4.

2. Objective of the Memorandum of Understanding

The objective of this Memorandum of Understanding is to establish a working Partnership between Partner and GWC for the purposes of expanding and offering educational and professional offerings to universities, prospective students, and corporate Partners of Partner and those they serve.

3. Scope, Partner Obligations, and Representations & Warranties

- 3.1 The scope of this MOU shall be captured in **Annexure A- Statement of Work** and shall contain all the particulars of the Partnership between the Parties.

Parties' Obligations

- 3.2 Partner may conduct due diligence in ensuring that these courses/programs are benefitting the candidates/students who are committed to the completion of these courses
- 3.3 Partner will continue full responsibility for planning and executing the educational program, including but not limited to courses listed in Annexure A of this agreement, including programming, administration, curriculum design and content, faculty administration, and criteria for student achievement for all GWC programs. GWC shall have full accountability and responsibility to maintain the quality and appropriateness of the program offered.
- 3.4 Parties agree to notify each other of any proposed changes and of any adopted changes to this Memorandum of Understanding promptly upon both initial consideration and upon adoption of any change.
- 3.5 Both Parties agree to abide by the Memorandum of Understanding, and any changes in the plan must be agreed to by both parties prior to signing this agreement.

Representations and Warranties

- 3.6 The Parties acknowledge and agree that the courses/ programs stated in Annexure A are on estimate basis only and GWC reserves the right to revise/cancel the courses, at any time, at its sole and absolute discretion without any liability to Partner.
- 3.7 GWC and Partner warrant that they have taken all the necessary actions under the applicable laws including but not limited to corporate actions for undertaking and implementing the courses and that they do not violate any covenants, conditions, and stipulations of any of their existing memorandum of understanding(s) and shall at all times abide by all the terms and conditions of this Memorandum of Understanding during the term of this Memorandum of Understanding.

4. Term & Termination:

The Term of this Memorandum of Understanding shall commence on the Effective Date and, unless sooner terminated pursuant to provisions herein, continue for a term of 2 years. It may be modified or extended by mutual written agreement between the Parties. The Memorandum of Understanding may be terminated with written notice of 30 (thirty) days from either party.

5. Provision of documents

Partner agrees to provide all necessary and required documentation to GWC to enable its compliance under the various laws, rules or regulations during the course of this Memorandum of Understanding.

6. Reporting

- 6.1 Partner shall furnish periodic report(s) as defined by GWC with measurable parameters including but not limited to audited reports, videos, and pictures if any, to GWC for promotion of the aforesaid courses.
- 6.2 GWC shall, at its sole discretion, undertake or cause to be undertaken, an evaluation of the impact and cost-effectiveness and/or an audit of the promotion of the courses. Such evaluations/audits shall be carried out during the tenure of this Memorandum of Understanding. Partner shall when notified by fifteen (15) days' notice, give GWC or its representative reasonable cooperation and access to its records in connection with this Memorandum of Understanding.

7. **Final Comprehensive Completion Report**

Subject to Clause 9, the final comprehensive completion report of each student enrolled for the course will be submitted by GWC on a quarterly basis, incorporating the scope of objectives met and benefits achieved.

8. **FERPA**

Notwithstanding anything contained in this Agreement, GWC shall not release any non-public, personally identifiable information from a student's education record, without obtaining the prior written permission from such student.

Partner shall ensure that all students who are enrolled in GWC through this Partnership must sign a release letter granting permission to GWC to share their information, including any academic outcomes.

9. **Relationship**

Both Parties acknowledge that they are acting for the limited and exclusive purpose of the Memorandum of Understanding. This Memorandum of Understanding does not constitute any Party as a servant, employee, Partner, a joint venture Partner, or an agent of the other Party, and no Party shall have any authority to bind the other Party in any respect whatsoever and shall not hold itself out as owned by or associated with the other Party other than as specifically authorized and permitted under the terms and conditions of the Memorandum of Understanding herein set forth. The Parties to this Memorandum of Understanding are acting as independent contractors, acting as their own respective party. At no point in time, any of the employees of the Party shall be construed or deemed to be the employees of the other Party.

10. **Intellectual Property**

10.1 Except as expressly provided herein, all intellectual property rights of each Party shall remain the exclusive property of that party. Nothing herein shall deem to confer on either Party any right, title, or interest in or to any intellectual property rights owned or controlled by the other Party.

10.2 GWC shall own all intellectual property rights in and to all GWC materials, including but not limited to software products, provided for meeting the objectives and scope of this Memorandum of Understanding.

10.3 All intellectual property generated within this Memorandum of Understanding shall be the property of GWC.

11. **Assignment**

Partner shall not be entitled to assign its rights and obligations under this Memorandum of Understanding without the prior written consent of GWC unless the transfer is to its affiliates, successors in interest, and permitted assigns.

12. **Notices**

All notices or other communications required hereunder shall be in writing and faxed, mailed, or delivered to each Party at the respective addresses of the Parties set forth below, or at such other address or facsimile as the Parties may designate from time to time. All such notices and communications will be deemed effectively served upon receipt.

If to Partner

Attention: Rev. Dr. Binu Edathumparambil, Principal

Address: St. Francis de Sales College, 24, NH 44, Veer Sandra, Hebbagodi, Bengaluru, Karnataka 560100

Email ID: principal@sfscollege.in

Legal notices to: Rev. Dr. Binu Edathumparambil, Principal

If to GWC

Attention: Naveen Kumar P & CEO

Address: #46/4, K No- 437/424/414/661/3/1114/3,4,5 GB Palya, Bangalore, Karnataka -560068

Email ID: naveen.kumar@gwcteq.com

13. Entire Memorandum of Understanding, Amendment, and Severability

- 13.1 This Memorandum of Understanding constitutes the sole and entire Memorandum of Understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, memorandum of understandings, representations, and warranties, both written and oral, regarding such subject matter.
- 13.2 No amendment waiver or modification to this Memorandum of Understanding shall be effective unless in writing and signed by both parties hereto.
- 13.3 This Memorandum of Understanding may be executed in one or more counterparts.
- 13.4 If any provision in this Memorandum of Understanding is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of such Memorandum of Understanding, and the remaining provisions of such Memorandum of Understanding will continue in full force and effect.

14. Use of GWC Name: Advertising and Publicity

Partner will use GWC's name or any other name that is likely to suggest that it is related to GWC, in any advertising, promotion, or sales literature with first obtaining the express written consent of GWC.

15. Use of Partner Name: Advertising and Publicity

GWC will use Partner's name or any other name that is likely to suggest that it is related to Partner, in any advertising, promotion, or sales literature with first obtaining the express written consent of Partner.

16. Compliance with Law

The Parties specifically intend to comply with all applicable laws, rules, and regulations as they may be amended from time to time. If any part of this Memorandum of Understanding is determined to violate federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to any such provisions. If the Parties fail to agree within a reasonable time to revisions required to bring the entire Memorandum of Understanding into compliance, either Party may terminate this Memorandum of Understanding upon thirty (30) days prior written notice to the other Party.

17. Non-Discrimination

The Parties agree to comply with all federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

18. Force Majeure

If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances, or events beyond the control of the parties including delays due to floods, fires, accidents, earthquakes, pandemics, government lockdowns, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties ('Force Majeure'), then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance, and the Parties shall not be responsible for any losses sustained under any events of Force Majeure. Either of Party may terminate this Memorandum of Understanding if the Force Majeure event continues for a period of sixty (60) days.

19. Confidentiality and Data Protection

19.1 During the term of this Memorandum of Understanding, Receiving Party may receive or have access to the Confidential Information of the Disclosing Party. Receiving Party will not, without first obtaining the Disclosing Party's written consent, disclose Confidential Information to any third party or use such information for any purpose other than for the limited purposes of this Memorandum of Understanding. The Receiving Party will take all appropriate steps to safeguard Confidential Information and to protect such information against disclosure, misuse, loss, or theft. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to its employees that participate in the implementation of the courses or its affiliates/auditors/legal advisors, provided that such persons abide by the confidentiality obligations contained herein.

19.2 Both parties shall ensure that all the necessary safeguards and agreements are in place, to ensure the proper handling of any data subject to applicable data privacy laws. Each Party will notify the other Party, immediately of any breach under the data privacy laws.

19.3 The Receiving Party acknowledges that the Disclosing Party (or a third party entrusting Confidential Information to the Disclosing Party) owns the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights associated with the Confidential Information. Neither Party grants an option, license, or conveyance of any intellectual property rights to the Receiving Party under this Memorandum of Understanding.

19.4 Upon termination of this Memorandum of Understanding, or earlier at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession, custody, or control.

19.5 This clause will survive the expiration or other termination of this Memorandum of Understanding, for a period of 5 years post-termination.

19.6 Receiving Party acknowledges that a breach by it of its duties under this Section would cause irreparable injury to Disclosing Party for which damages are an inadequate remedy and that, in the event of any such breach or threatened breach, Disclosing Party shall be entitled to injunctive and other equitable relief and as well as any remedies that may be available at law.

20. Liability

In no event shall GWC be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to loss of use, data or profits, or business interruption howsoever such loss is caused or assessed pursuant to any theory or categorization of liability), whether in contract, strict liability, tort (including negligence) or otherwise, arising in any way resulting from this Memorandum of Understanding, even if advised of the possibility of such damage. GWC's aggregate liability under this Memorandum of Understanding will not exceed the amount of fees Partner has paid to GWC within 12 months prior to the event giving rise to such liability

21. Governing Laws:

22.1. All disputes, differences, and/or claims arising out of this Memorandum of Understanding shall be settled by mutual/amicable resolution within 30 (thirty) days, failing of which, the same shall be subjected to the exclusive jurisdiction of the Bangalore Court, India.

IN WITNESS WHEREOF the Parties hereto have hereunto executed these presents on the Effective Date first hereinabove written.

For GWC

Name: **Naveen Kumar P**
Designation: **Founder and CEO**
Date: 19-07-2023

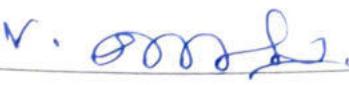

Signature

In Presence of

1. Prasanna Srinivasan
Chief Operating Officer
GWC



Signature

2. Sridhar Vedyappan
Chief Financial Officer
GWC


Signature

For St. Francis De Sales College

Name: **Rev. Dr. Binu Edathumparambil**
Designation: **Principal**
Date: 19-07-2023


Signature

In Presence of

1. Rev. Fr. Jijo Manjackal
Vice - Principal
St. Francis De Sales College

Signature

2. Rev. Fr Robin Thonikuzhyil
Finance Administrator
St. Francis De Sales College


Signature



PRINCIPAL
St. Francis de Sales College
Electronics City Post, Bangalore - 560 100

Statement of Work (SOW) – Annexure 1

A. Introduction

This Statement of Work (SoW) is for the engagement for pursuant to the MOU executed between SFS College (Hereby referred as “Partner”) and Global WeConnect Technologies (Hereby referred as “GWC”) and the effective start date for the SOW is 7th August 2023.

B. Objectives

The primary objectives of this training program are as follows:

- Provide students with a solid foundation in data analytics concepts, techniques, and tools
- Enable students to apply data analytics methodologies to solve real-world business problems
- Equip students with hands-on experience using popular data analytics software
- Foster critical thinking and analytical skills among the students
- Enhance students' ability to effectively communicate and present data-driven insights

C. Scope of Work

1. GWC will allow Partner to market GWC certification coursework/ programs to various organizations, colleges, universities, government agencies/branches, and individual prospects/students.
2. GWC will provide Partner with electronic marketing materials, advertise the Partnership on the GWC website and provide additional marketing content as needed.
3. Partner will provide GWC with cohorts of no less than 55 students for any given term.
4. Exceptions to cohorts of less than 55 will require the agreement of both parties
5. The coursework will be taught by GWC instructors identified and employed by GWC.
6. Partner will provide initial screening of prospective students to ensure students meet minimum eligibility.
7. All enrollment activities for the program will be conducted by Partner College
8. GWC will conduct periodic assessments and evaluations to measure the progress and understanding of the students. This may include quizzes, tests, and project evaluations
9. GWC will offer a 3-month unpaid internship to the top 10 students, though this is subject to change. These selected students will have the opportunity to proceed to the placement process at GWC, provided they meet the pre-requisites set by the GWC.
10. Timelines:
 - 40 hours of training program will be conducted from Monday to Friday, over a period of 1.5 Months i.e., 30 Working Days starting from [7th August 2023] and ending on [18th September 2023].

- Training sessions will be conducted for approx. 1.5 hours each day with two 45 minute sessions and 15 minutes break in between the sessions.
11. Confidentiality and Intellectual Property: Both Partner College and GWC agree to maintain the confidentiality of any proprietary or confidential information shared during the training program.
 12. Termination: Either party may terminate this agreement with written notice in case of a breach of contract, non-performance, or other valid reasons as outlined in the separate agreement between Partner College and GWC.

D. Data Analytics with Power BI Training Content:

- **Module 1:** Introduction Session
- **Module 2:** Corporate Culture
- **Module 3:** Business Analyst
- **Module 4:** Basic of Database, SQL Datawarehouse
- **Module 5:** Power BI and Microsoft Fabric
- 1 Capstone Project

E. Qualification of Students

GWC's Data Analytics with Power BI Certification shall be offered to all students who enroll in the Certification Courses. Once the students take admission into GWC, students are subject to all other policies, procedures, and requirements, as outlined by GWC. Students who have questions may consult a counselor and/or advisor at the institution for assistance.

F. Deliverables:

The following deliverables will be provided as part of this training program:

- Customized data analytics curriculum developed in collaboration with Partner College.
- Training materials, including presentations, handouts, and reference materials.
- Access to data analytics software and tools for hands-on training.
- Practical exercises and assignments for students.
- Guidance and support for project work.
- Assessment reports and progress updates for each student.

G. Commercial:

The GWC fees for students referred by Partner as per the table given:

- Total Cost + GST i.e., 4,200 + GST/Per Student

GWC Tuition Cost/Certification Course

Phase 1	40%	Before the initialization of the program
Phase 2	30%	On completion of 50% of the mentioned Syllabus
Phase 3	30%	Post completion of the training and assessment

H. Payment Terms

- a. Invoice for Partner would be raised by GWC for the special fee mentioned in the table above once the students are enrolled for the course.
- b. Partner shall pay all invoices within 7 days from the date of invoice.

By signing this Statement of Work, both parties acknowledge their commitment to the successful execution of the data analytics training program and agree to abide by the terms and conditions outlined herein.

2) Liability

It is agreed that GWC be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to loss of use, data or profits, or business interruption) however such loss is caused or assessed pursuant to any theory or categorization of liability, whether it contract, strict liability, tort (including negligence) or otherwise, arising in any way resulting from this Memorandum of Understanding, even if advised of the possibility of such damage. GWC's aggregate liability under this Memorandum of Understanding will not exceed the amount of fees Partner has paid to GWC within 12 months prior to the event giving rise to such liability.

3) Governing Law:

All disputes, differences, and/or claims arising out of this Memorandum of Understanding shall be settled by mutual amicable resolution within 30 (thirty) days, failing of which, the same shall be subjected to the exclusive jurisdiction of the Bangalore Court, India.

IN WITNESS WHEREOF the Parties hereto have hereunto executed these presents on the Effective Date first hereinabove written.

For GWC

Name: Naveen Kumar P
Designation: Founder and CEO
Date: 19-07-2023

Signature

In Presence of

1. Prasanna Srinivasan
Chief Operating Officer
GWC

Signature

2. Sridhar Vedyappan
Chief Financial Officer
GWC

Signature

For St. Francis De Sales College

Name: Rev. Dr. Binu Edathumparambil
Designation: Principal
Date: 19-07-2023

Signature

PRINCIPAL

St. Francis de Sales College
Electronics City Post, Bangalore - 560 100

In Presence of

1. Rev. Fr. Jijo Manjackal
Vice - Principal
St. Francis De Sales College

Signature

2. Rev. Fr Robin Thonikuzhyil
Finance Administrator
St. Francis De Sales College

Signature

20. **Liability**

In no event shall GWC be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to loss of use, data or profits, or business interruption howsoever such loss is caused or assessed pursuant to any theory or categorization of liability), whether in contract, strict liability, tort (including negligence) or otherwise, arising in any way resulting from this Memorandum of Understanding, even if advised of the possibility of such damage. GWC's aggregate liability under this Memorandum of Understanding will not exceed the amount of fees Partner has paid to GWC within 12 months prior to the event giving rise to such liability

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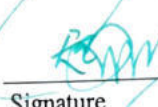
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GWC


Signature



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