

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this this 1st day of December, 2022, by and between:

1. Chinmaya Vishwavidyapeeth, a deemed to be University set up under Section 3 of the UGC Act, located at Adi Sankara Nilayam, Adi Sankara Marg, Veliyanad P.O, Ernakulam - 682313, represented herein by its Managing Trustee, Dr. Appa Rao Mukkamala. (hereafter referred to as 'CVV' which expression, unless excluded by or repugnant to the subject or context shall include its successors, administrators and assigns)

And

2. Prismforce Private Ltd, a company incorporated in India, having its address at A-1004, 10th Floor, Kanakia Wall Street, Andheri Kurla Road, Andheri East, Mumbai - 400093, (hereafter referred to as the 'Company' whose expression, unless excluded by or repugnant of the subject or context shall include successors, administrators and assigns).

CVV and the Company are hereinafter individual referred to as 'Party' and jointly referred to as 'Parties'


Whereas:

- A. CVV is a higher educational institution that desires to collaborate and cooperate with industrial and institutional partners for (1) providing students, researchers and faculty real work insights connected to their field of study (specifically via skill based training, internships, collaborative projects and research projects) and (2) providing competent students with employment opportunities (via placements) (hereinafter 'the Areas of Collaboration').
- B. The Company, is engaged in the business of providing technology based services and solutions and has agreed to collaborate with CVV in the Areas of Collaboration (always based on its convenience);
- C. This purpose of this Memorandum of Understanding is to set out the understanding of the Parties in working cooperatively in the Areas of Collaboration, in furtherance of the objectives of this MoU.

It is accordingly agreed between the Parties that:

1. In furtherance of the objectives of this MoU, CVV and the Company shall work collaboratively in the following manner to provide students, researchers and faculty with real-world insights connected to their fields of study:
 - 1.1. The Company shall, subject to its convenience, endeavour to invite CVV students, researchers, and faculty to participate in contributing to the Companies events (including industry events where the Company may be participating).
 - 1.2. At the request by CVV and subject to the convenience of the Company, it will seek to assign its appropriately senior managers and/or technical experts for conducting lecture series as a part of university events or in connection with the curriculum.
 - 1.3. At the request of the CVV Placement Cell and always based on its business needs, the Company shall endeavour to offer periodic internships to CVV students as per the selection and qualification criteria set by its HR team.

- 1.4. CVV and the Company shall, based on the business needs and convenience of the Company, explore opportunities for joint collaborative projects between the CVV and the Company, that further the business and research objectives of the Company.
- 1.5. At the request of the CVV faculty, the Company shall, based on its convenience, provide inputs to CVV on its curriculum design, to enable CVV to structure courses and degrees that are responsive to the needs of the industry. It is clarified that such inputs shall always be subject to the academic policies and processes of the Company.
2. The CVV Placement Cell will collaborate with the Company's HR team to offer job opportunities to the students of CVV, as per the selection and qualification criteria set by the HR team and always based on the business requirements of the Company.
3. This MoU is not intended to create any right of either Party in the intellectual property (including but not limited to know how, inventions, patents, copyrights and designs) of the other Party, whether expressly or by implication or in any other manner.
4. During the currency of this MoU, the Parties may use the name and logo of each other in their respective brochures and similar documents and on their respective websites. However, such use shall always be subject to the written approval of the other Party.
5. Termination of this MoU: Either Party may terminate this MoU with 30 calendar days' notice in writing to the other. This MoU may also be terminated at any time by the mutual written consent of the parties. In the event of Termination, both parties shall discharge their respective obligations that accrued before the termination.
6. It is expressly agreed by the Parties that by this MoU, neither Party intends to create any kind of partnership and/or joint venture of any nature. Neither Party is authorized to use the other Party's name in any manner, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party. Neither Party shall represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party.
7. Nothing in this MoU shall affect the rights of the Company and / or CVV to enter into similar arrangements with other entities.
8. It is agreed between the Parties that there are no implicit or explicit financial obligations that are intended to be created for either Party under the terms of this MoU.
9. This MoU is not intended to and shall not create any legal obligations of any nature on either Party.

<p>For CVV</p> <p style="text-align: center;"><i>Dr. Appa Rao Mukamalla</i></p> <p>Managing Trustee</p> 	<p>For Company</p> <p style="text-align: center;"><i>Somnath Chatterjee</i></p> <p>Authorised Signatory</p>
Dr. Appa Rao Mukamalla	Somnath Chatterjee , CEO

