

# **Government of Jharkhand**

# Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 6c3913ebbedd347f163f

Receipt Date: 22-Jul-2025 04:41:17 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type : Affidavit

District Name: Ranchi

Stamp Duty Paid By: JHARKHAND UNIVERSITY OF

TECHNOLOGY

Purpose of stamp duty paid: AGREEMENT

First Party Name: IMPERIAL SOCIETY OF INNOVATIVE

ENGINEERS ISIEINDIA

Second Party Name: JHARKHAND UNIVERSITY OF

TECHNOLOGY

GRN Number: 2503492046

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

REGISTRAR No Warkhand University of Technol.
Namkum, Ranchi-834010.





## MEMORANDUM OF UNDERSTANDING

## BETWEEN

# ISIEINDIA (Imperial Society of Innovative Engineers), NOIDA, UP

AND

Jharkhand University of Technology (JUT), Ranchi

DATED: 24/07/2025

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#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered, at Ranchi on this 24th day of July 2025

#### BY AND BETWEEN

Imperial Society of Innovative Engineers (ISIEINDIA), a Society incorporated under Society Registration Act (XXI of 1860) having its corporate office at E – 53, 5<sup>th</sup> Floor, Sector – 63, Noida, Uttar Pradesh – 201301 (hereinafter referred to "ISIEINDIA", which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the FIRST PART /ISIEINDIA;

#### AND

Jharkhand University of Technology, an educational/research institution established under the state Act, with its principal office located at Jharkhand University of Technology, Science & Technology Campus, SirkhaToli, Namkom, Ranchi, PIN-834010, Jharkhand (hereinafter referred to as "the Institute," which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) the SECOND PART.

Jharkhand University of Technology (JUT), Ranchi and ISIEINDIA are hereinafter, wherever the context so requires, referred to individually as "Party" and jointly as "Parties".

#### WHEREAS:

- A. ISIEINDIA is an organization working for Nurturing the Talent for new age Technologies and is an educational and Skilling Solutions provider involved in promoting development of specialized technical courses and job-oriented programs through training ("Training").
- B. Second Party is a affiliating state technical University established under Jharkhand Act 18, 2011, offering diploma, undergraduate, and postgraduate programs in engineering, management, and applied sciences.
- C. This MoU is being executed to fulfil this purpose, subject to the terms and conditions hereinafter appearing.

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# NOW THIS MoU WITNESSES AND IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Definitions: The following terms used in this Agreement will have the meaning assigned below:
- (a) Affiliate means a Person who controls, is controlled by, or is under the common control with a Party and "control" in relation to a Person shall mean: (i) the acquisition or control of more than 50% (fifty per cent) of the voting rights / interest or of the issued share capital of such Person (on a fully diluted basis); or (ii) the right to appoint and/or remove all or the majority of the members of such Person's board or other governing body; or (iii) having the power to direct the management or policy decisions of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights / interest or by contract.
- (b) MoU means this MoU (as from time to time amended, modified, or supplemented) and includes all schedules, exhibits, annexures and/or any supplements or amendments to this Agreement executed in writing by the Parties.
- (c) Applicable Clearances means all necessary authorizations, licenses, exemptions, or concessions required under Applicable Laws.
- (d) Applicable Laws means any statute, enactment, law, regulation, ordinance, license conditions, rules, judgments, orders, decrees, bye-laws, approvals of any Government Authority (whether in India or outside India), directive, notifications, circulars, guidelines, requirement or other governmental restrictions or any similar form of decision and/or interpretation having the force of law on any of the foregoing by an authority having jurisdiction over the matter in question, whether in effect as on the date of this MoU or at any time hereafter and includes Prevention of Money Laundering Act ("PMLA") Rules and includes all amendments to the above-stated Applicable Laws from time to time;
- (e) Campus Manager shall mean designated personnel authorized by Jharkhand University of Technology (JUT), Ranchi for the program in purpose of managing the programs and point of contact for reporting and other necessary information.
- (f) Confidential Information means and includes all non-public information, of any kind whatsoever, which is disclosed by a Party or its Representative(s) ("Disclosing Party"), whether

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in writing, verbally or by any other means, including technical, business, commercial, strategic or financial information, studies, specifications, software, intellectual property rights, know-how, secrets, customer's, prospects, employees and any other information disclosed to or acquired by the other Party or its Representative(s) ("Receiving Party") pursuant to or in connection with this Agreement.

- (g) 24 July 2025 means, which is the date of execution of this MoU between the Parties.
- (h) Force Majeure or Force Majeure Event includes occurrence of events which are beyond the reasonable control of a Party, materially affects the performance of any of the obligations under the Agreement and could not have been avoided even by using best efforts and includes Acts of God; or natural catastrophes such as earthquakes, floods; or epidemics, pandemics, wars, civil disturbances, acts of terrorism, prohibitions or enactments of any kind, import or export regulations, exchange control regulations, strikes, fire etc.
- (i) Intellectual Property Rights or IPRs means any rights in or in relation to any patent, copyright, design, logo, utility model, trade mark (whether registered or not and includes rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right, software database rights and any other rights of a proprietary nature, existing anywhere in the world, whether registrable or not.
- (j) ISIEINDIA Representative shall mean designated personnel authorized by ISIEINDIA as a point of contact for the purpose of this MoU.
- (k) **Person** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.
- (l) Representative(s) means directors, officers, agents, contractors, partners, employees, or representatives employed or engaged by either Party duly authorised by the said Party and/or any person/entity having a business relationship with such Party.
- (m) Training Commencement Date shall mean the date on which Jharkhand University of Technology (JUT), Ranchi commences the process of imparting Training notifies ISIEINDIA for the same.
- (n) **Duration** means the tenure of collaboration is 5 years.
- 1.2 Interpretations In this Agreement, unless specified otherwise:
- (a) "include" means "including without limitation",
- (b) singular includes plural, and vice versa,
- (c) reference to one gender includes the other,

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- (d) reference to a statute or a statutory provision include its amendments, modifications, reenactments and consolidations,
- (e) the Parties have negotiated this MoU in good faith and have jointly drafted it, and accordingly, the rule of construction that an Agreement should be interpreted against the Party responsible for drafting it will not apply to this MoU, and
- (f) In the event of any conflict between the terms in the main body of this MoU and the Annexures of it, the terms in the Annexures of this MoU will prevail to the extent such terms are incapable of harmonious construction.

# 2. SCOPE OF WORK, RIGHTS & OBLIGATIONS OF THE PARTIES AND FINANCIALS

#### 2.1 Scope of Work

- A. ISIEINDIA and Jharkhand University of Technology (JUT), Ranchi have agreed to collaborate for the implementation of a Vocational Training Program aimed at empowering underprivileged youth especially women.
- B. The collaboration focuses on women empowerment, a training initiative designed to provide skill development and employment opportunities for women in the Electric Vehicle (EV) sector.
- C. Both parties commit to fulfilling their respective roles and responsibilities by applying the necessary skills, expertise, and infrastructure as per the defined scope of work.

# 2.2 Right & Obligations:

# 2.2 Roles and Responsibilities of the Parties

# Party (1) - ISIEINDIA

- A. ISIEINDIA (Party 1) will execute the training program in collaboration with Party (2).
- B. Party (1) will provide the course curriculum, instructional plan, content, and training modules as per the program requirements.
- C. The course content developed by ISIEINDIA shall remain the intellectual property of Party(1).
- D. Party (1) will be responsible for end-to-end execution of the training programs and will deploy trainers as required.
- E. Party (1) will provide placement and On-the-Job Training (OJT) opportunities in the automobile, power, and service industries to all eligible candidates.
- F. Party (1) will bear all costs, including salaries, remuneration, and expenses for Master: Trainers, Trainers, Project Managers, and Program Managers engaged by ISIEINDIA.

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- G. Party (1) will be responsible for the assessment, certification, and tracking of the candidates' performance throughout the training program.
- H. Party (1) will be responsible for Centre Affiliation from SSC and cost for the same will be borne by ISIEINDIA.
- I. Party (1) shall share geotagged photographs of classroom activities and hands-on training sessions. These photographs shall be uploaded to the shared drive link provided by Party (2) on a mutually agreed interval of the time during training.

# Party (2) - Jharkhand University of Technology (JUT), Ranchi

# A. Candidate Mobilization and Space Allocation:

Party (2) will be responsible for **sourcing (mobilizing) candidates** for the training program and providing the **necessary space and infrastructure**.

## B. Candidate Data Submission:

Party (2) will provide the candidate data in the format specified by party (1).

### C. Candidate Availability:

Party (2) will ensure the timely availability of candidates for training sessions.

#### ☐ Attendance and Biometric Records:

Party (1), Shall ensure proper attendance of all the candidates and submit biometric attendance to Party (2) on mutually agreed duration from commencement of training.

#### ☐ Project Coordination:

Party (2) shall appoint a Project Coordinator / Single Point of Contact (SPOC) to ensure smooth execution and effective communication throughout the training program.

#### D. Batch Size and Enrolment:

Party (2) will ensure the **mobilization and enrolment of a minimum of 60 candidates** (30 candidates per batch) within the agreed timeline, including the complete candidate screening and enrolment process. On Successful Completion of this target, we can Assign New Target may be assigned under the same project or new project based on the mutual understanding.

#### E. Site and Facility Management:

Party (2) will be responsible for **identifying the site** for the EV Lab and will bear the **monthly** rentals, overheads, and recurring expenses (such as electricity and water) required to operate the facility.

#### 2.4 General Terms and Obligations

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## A. Mutual Agreement on Execution:

Both Parties shall mutually decide the timing and execution methodology of the training programs.

#### B. Media Usage Restriction:

Party (2) may use training-related pictures, videos, or any other media content for social media, electronic, or print publication informing Party (1).

#### C. Program Development:

Both Parties shall jointly decide on various training programs and their respective implementation methodologies.

#### D. Intellectual Property and Usage Rights:

Party (2) shall not reproduce, adopt, distribute, or commercially use any content, material, curriculum, or intellectual property provided by Party (1) (ISIEINDIA) without the prior written consent of Party (1).

#### E. Non-Solicitation Clause:

Party (2) shall not to recruit or hire any officials, employees, trainers, or associates of Party (1), and vice versa, during the term of this agreement and for a period of two (2) years following its expiration or termination, either directly or indirectly.

#### 3. SMOOTH IMPLEMENTATION

(a) Jharkhand University of Technology (JUT), Ranchi & ISIEINDIA shall meet quarterly on mutually agreed dates and review the program / progress and take action to remove the difficulties or constraints, if any, for smooth and efficient functioning and implementation of the program.

#### 4. TERMS AND TERMINATIONS

(a) The term of this MoU shall commence from 24<sup>th</sup> of July 2025. Unless terminated earlier, it shall remain in force for a period of 5 years (60 Months) from the date of this MoU execution ("Original Term"), provided that at the end of the expiry of the Original Term. In respect of any both party agreement that has not expired this Agreement shall continue for the unexpired term of such both party

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Agreement. The Term of the MoU can be further extended in accordance with mutual consent of the Parties.

(b) If in the implementation of this MoU, there are matters that are not agreed upon by The **Parties**, then each **Party** may at any time terminate this MoU by giving written notice to the other Party no later than 30 (thirty) working days before the desired termination date.

#### 5. CONFIDENTIALITY

- (a) Each Party agrees to safeguard the confidentiality of partial or all data and information which are disclosed by the other Party (verbally or in writing, in any form, or stored in any device), including all communication and correspondences in relation to the services, specification, price, intellectual property rights (whether registered or not), technical data and information (which are trade secret, methods, technical knowledge (know-how), formula, composition, process, discovery, machine, model, design, tools, specifications, characteristic of a product or service, invention, computer programs, research), plans for products or services, customer, client or supplier database and/or lists, data and information in relation to labour/employment (hereinafter referred to as the "Confidential Information"), the confidentiality of this MoU and/or the confidentiality of the Confidential Information received by its representatives, and not to use partial or all of the Confidential Information for any purpose other than for the purpose of this MoU.
- (b) Each Party must ensure and warrant that its Representatives and every person who receives the Confidential Information will keep the Confidential Information strictly confidential and shall not disseminate, duplicate, or copy the Confidential Information for any purpose other than for the purpose of this MoU.

#### 6. FORCE MAJEURE

- (a) Each Party is exempted from liability for delays or failures in fulfilling the obligations set forth in the MoU, caused or resulting from events beyond the control of each Party that are classified as force majeure.
- (b) Events that can be classified as force majeure include and are not limited to natural disasters such as earthquake, hurricane, floods or continuous rains, disease outbreaks, the existence of wars, detonation, sabotage, revolution, rebellion, riots, the existence of government

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actions in the economic and monetary fields that significantly affect the implementation of this MoU.

- (c) In the event of force majeure, the Party who knows in advance must notify the other Party no later than 14 (fourteen) days after the occurrence of force majeure.
- (d) The force majeure circumstances referred to in Paragraph 2 do not abolish or terminate this MoU.

After the force majeure circumstances have ended and the supporting facilities for activities can still be used, the Parties will continue to cooperate in accordance with the provisions stipulated in this MoU.

#### 7. DISPUTE RESOLUTION

- (a) If there is a dispute or inconsistency of opinion between the Parties in the performance of this MoU, it will be resolved by deliberation and consensus.
- (b) If the settlement of the dispute by deliberation and consensus is not reached within 30 (thirty) days of the date the dispute arose, the Parties agree to settle the dispute at jurisdiction of Ranchi Civil Court Kutchery Road, Ranchi, Jharkhand 834001.

#### 8. NOTICE

(a) Unless stated otherwise in this MoU, all correspondence or notices exchanged between the Parties regarding the subject matter or concerning to it must be carried out through facsimile, registered mail, or expedition (courier), or email to the following address:

#### MISCELLANEOUS

- (a) This MoU constitutes the entire agreement between the Parties and hereby supersedes all written or unwritten communications and/or agreements from Parties in connection with this MoU.
- (b) Any changes or additions to the terms of this MoU must be done in written manner and signed by the Parties.

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If a provision or part of this MoU is proven not inapplicable, void, invalid or unenforceable, it does not affect, result in or cancel the other provisions of the MoU which will remain in full force and effect.

In witness whereof, the MoU is made in the jurisdiction on the date stated at the beginning of the MoU in 2 (two) copies with sufficient stamp duty and each Party has a copy of this MoU and has the same legal force.

#### Signatures

For ISIEINDIA (1st party)

Designation: Disceller

Name: Shubban Vovishine

Designation.

Signature with date

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Witness 1:

Name

Signature with date K, Maharaas.

Witness 2:

Name:

Signature with date

For JUT Ranchi (2nd party)

Name: Nishart Kimar

Designation: Registros (711)

Signature with date Nishat farme

27/7/27

Jharkhand University of Technol.

Namkum, Ranchi-834010.

Sneh Kumar

Signature with date

Witness 2:

Witness 1:

Name: A nita Sind.
Signature with date A 25