

AGREEMENT FOR ESTABLISHMENT OF CENTER FOR SKILL AND ENTREPRENEURSHIP DEVELOPMENT ON INDUSTRIAL IOT AND MANUFACTURING AT INVERTIS UNIVERSITY.

This Agreement for Establishing Center for Skill and Entrepreneurship Development for Industrial IoT and Manufacturing at Invertis University ("Agreement") is made on 5th February 2022 ("Execution Date") by and between

1. Invertis University, Bareilly set up in the year 2010 under section 22 of the UGC act 1956 (NAAC Accredited Grade 'B' University) (hereunder referred to as "IU"); (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the first part;
2. **Dysmech Competency Services Private Limited** a company incorporated under the laws of India and having its office at 425 Pride Purple Square, Aundh Ravel Road, Wakad, Pune 411057, Maharashtra, India (hereunder referred to as "DCS"); (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the second part.

DCS and IU shall hereinafter be collectively referred to as **Parties** and individually as **Party**.

WHEREAS:

1. Invertis University has gained a distinct image as an outstanding educational colossal among technical institutions of Uttar Pradesh, due to its inclination towards innovative and skill-based education. The unique attribute of Invertis University is that it instils in its students an 'attitude to excel' in whatever they do and that stimulates it to take steps on eminence and go beyond the curriculum to develop the overall skills of its students. To further support this initiative, IU has identified Industrial IoT and Manufacturing as a key area and is establishing skill centers to push

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growth in vital sectors like IoT, Manufacturing and Electronics, and is setting up Center for Skill and Entrepreneurship Development for Industrial IoT and Manufacturing. Invertis University has also decided to embark high-priority Skill Development initiative to ensure Development and up gradation of skills of the workforce in the State and address the consequent projected skill shortage that the State is expected to face due to industrialization. The sectors with largest demand over the years will be IoT & Manufacturing. Skill Development is a key focus area of IU. The emphasis is in developing skills in partnership with industry, thus making the skills development program more industry relevant, self-sustainable and creating employment opportunities for youth.

2. **DCS** is engaged in the business of skill development, project management and system integrator of Skill Development Centers with software applications, hardware, Trainers and providing associated value added IT services. DCS with Technology Providers i.e. Dassault Systèmes, PTC, Master CAM and others to provide latest technology updates and current market trends and Knowledge Partners Center for Skill and Entrepreneurship Development for IoT & Manufacturing and others to assist in imparting domain knowledge so as to enable DCS to train students in line with latest Industry needs and make them more employable.

DCS has agreed to set-up skill development for Industrial IoT and Manufacturing at Invertis University along with Smart Agriculture application development.

Invertis University & DCS have mutually discussed and agreed to enter into this Agreement as detailed hereinafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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1. DEFINITIONS

- 1.1 "Agreement" has the meaning as set out in the introductory paragraph and shall include all schedules and annexure to this Agreement.
- 1.2 "CSED" Center for Skill and Entrepreneurship Development means technical education and skill development programme to be hosted in the Hosling Institution.
- 1.3 "IU" has the meaning as set out in the head of the Agreement.
- 1.4 "DCS" has the meaning as set out in the head of the Agreement.
- 1.5 "Confidential Information" means with respect to a Party, any and all proprietary information (including trade secrets) of the disclosing Party and/or of third parties in the possession of the disclosing Party, treated as confidential and/or proprietary by the disclosing Party.
- 1.6 "Dispute Resolution" has the meaning set out in Section 9.
- 1.7 "Execution Date" has the meaning set out in the head of the Agreement.
- 1.8 "Effective Date" has the meaning set out in Section 4
- 1.9 "Event of Force Majeure" means an event beyond the control of a Party, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to:
 - a. Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods)
 - b. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo.
 - c. Rebellion, revolution, insurrection, or military or usurped power, or civil war.
 - d. Contamination by radio-activity from any nuclear ^{reactor} or from any

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nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

- e. Riot, commotion, strikes, go slows, lockouts or disorder; or Acts or threats of terrorism.
- f. In case of lockdown by Federal or State Government.
- g. In case of pandemic and large spread of diseases.

1.10 "**Hosting Institution**" means the institute where the CSED will be setup:

1.11 "**Parties**" has the meaning as set out in the head of the Agreement.

1.12 "**Project**" has the meaning as set out in Section 3.

1.13 "**Applicable Law**" shall mean all the laws national and international, enacted or brought into force as the case may be and enforced by the parties as the case may be, and the regulations and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

2. INTERPRETATION

- a. In this Agreement, unless the context otherwise requires:
- b. Words denoting the singular number shall include the plural and vice versa.
- c. Heading and bold typeface is only for convenience and shall not affect the construction of this Agreement.
- d. References to the word "include" or "including" shall be construed without limitation.
- e. References to this Agreement or to any other Agreement, deed or other instrument shall be construed as a reference to such Agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented.


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- f. A reference to a Clause or schedule is, unless indicated to the contrary, a reference to a clause or schedule of this Agreement.
- g. Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity.
- h. References to dates and times shall be construed to be references to Indian dates and time.
- i. References to the word "days" shall, unless otherwise indicated, mean calendar days.
- j. The Schedules to this Agreement shall form an integral part of this Agreement and shall be read along with this Agreement and
- k. In addition to terms defined in Clause 1.1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

3. PROJECT SCOPE

3.1. ***To make qualitative improvements in technical education by setting up of CSED.***

- a. Infrastructure Development in Hosting Institute's by adopting the latest Technologies in IoT, Engineering Design, Manufacturing and Management to serve the needs of all the industrial units.
- b. Skill upgradation of faculty and students by providing hands on experience on standard industrial practices.
- c. Improve campus placements of students by preparing Industry ready and experience engineers by engaging Industrial partners, placement channels and HR initiatives.
- d. Promote Research & Development, Innovation for existing Industries.

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- e. Center for Skill and Entrepreneurship Development to focus on skilling students in line with latest Industry needs and make them more employable.
- f. Promote Industry-Academia interlace to make improvements and sustainable technical Education System and in line with Industry requirements.
- g. Create a pool of skilled work force to cater to current and future industrial landscape of the state.
- h. Availability of trained workforce to attract industries to set up units in the State.
- i. Incubation of applied research into commercial viable products or entrepreneurial initiatives.
- j. Invite scholars with career guidance on manufacturing engineering fields.

3.2. Obligation of DCS

- a. It shall act as proposer, implementer, system integrator and project manager for the overall project.
- b. It shall set up the Center for Skill and Entrepreneurship Development by installing and system integrating the hardware, software, and courseware.
- c. Skilling & Training of faculty and students.
Operations of Center for Skill and Entrepreneurship Development for the Period of 30 months from the date of commencement of the first batch of Student & thereafter handover the operational responsibilities to IU.
- d. Scope of Work under Program
 - Providing reference material,
 - Skilling of students on supplied products.

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- e. It shall operationalize the project within 3 months from the effective date and on providing access of the ready site at the demarcated institutions/locations, whichever is later.
- f. It shall deploy its team post Agreement for counseling of students through seminars to make them aware of the program and will continue the process every year at the start of the secession for the term of the program.
- g. It shall deploy its personnel, team of 5 to 7 at each of the CSED from 9:00 hrs.to17:00 hrs on all the days in a year except Sundays and National Holidays and any other holiday/s as may be notified by Invertis University in this regard.
- h. It shall assure that the assistance from the Invertis University is utilized in a proper way for the successful implementation of the project. It shall provide progress report on implementation of the project on quarterly basis.
- i. It shall be responsible to comply with all the Appropriate Laws including all labor welfare legislations as may be applicable in the State of Uttar Pradesh, in respect of its personnel deployed for imparting training at the CSED.
- j. Certification of Project implementation to students upon successful completion of program.
- k. DCS will have a placement cell and coordinate with University placement department and industries to facilitate the placement process.
- l. DCS will invite Industrial speakers and experts on regular intervals.

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- m. DCS to collaborate CSED with nearby industries and ensure industrial project worth Rs. Twenty Lac in the period of two years.
- n. DCS will provide ERP "online portal" for CSED activities where students, University Management and parents can collaborate for the term of two years.
- o. DCS will provide complete detailed interior drawing with specification to the hosting institute.
- p. DCS will not come into any agreement on setting up Center for Skill and Entrepreneurship Development for Industrial IoT and Manufacturing along with Smart Agriculture with any other Educational Institute or Industry within 100 kms of radius (which will include cities such as Moradabad, Rampur, Badaun, Kasganj, Pilibhit, Sahahjahanpur, Bareilly etc.) with Bareilly as center. In case of any violation of this condition, DCS will be bound to refund the investment made by Invertis.
- q. Right of First Refusal: DCS will give first preference to Invertis University for any new vertical. Any other Educational Institution or Industry within 100 kms of radius will be offered such opportunities only if Invertis does not opt for it.

3.3. Obligation of Invertis University

- a. Invertis University will be the hosting Institution.
- b. Invertis University will identify the space for the setup of the CSEDs. The institute has to agree to run the center for additional 30 months. The project can remain in operation for maximum period of 5 years.
- c. Invertis University will demarcate the required area of 15000 to 20000 square feet fully developed, which is easily accessible for setting-up of the labs. Provide the necessary permission as per project

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specifications outlined in the proposal, including furnishing, electricity, water, plumbing, adequate security and internet for the labs.

- d. Enrolling Students for program and collecting fees for the same.
- e. In consideration of the above obligations agreed to be undertaken by DCS, Invertis University shall ensure that the payment of total sum of 6,00,00,000.00 (Rupees Six Crore Only) exclusive of applicable taxes, as per the work order No. IU/DCS/2022/0201 to DCS. Invertis University has to ensure timely disbursement of the payment to DCS for arranging supplies and initiating the project.
- f. Invertis University will provide decent boarding facility for DCS team and Industrial speakers for the duration of the program.
- g. Invertis University should not hire any DCS employees directly or indirectly via any third party agency for the period of 60 months of the effective date.
- h. Invertis University will ensure complete arrangement of Seminars and Counseling Program, i.e.
 - I. Arranging students
 - II. Coordinating schedule for Time table
 - III. Facilitate of counseling room for a period of one week.
 - IV. Stay, food and boarding facility for DCS team in campus for 30 months.
 - V. Will assign one coordinator per department during the program.
- i. Invertis University will provide all the necessary hardware, networking, server, and infrastructure to develop Smart Agriculture project.

3.4. Duration of the CSED

- a. DCS will run the operations for the Center for 30 months and post that the functioning ownership will be transferred to Invertis University at no additional cost. Time line for calculating the support for 30 months.


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shall start from the date of commencement of the first batch of Student.

- b. In case of lockdown for less than one-month, online delivery option can be considered with the approval of IU. In case of the lockdown is beyond one-month online delivery option will not be considered and DCS will extend the delivery period beyond the committed 30 months equivalent to the lockdown period.

4. PAYMENT TERMS

The amount of 6,00,00,000.00 (Rupees Six Crore Only) exclusive of applicable taxes to be paid to DCS by IU, pursuant to this Agreement Invertis University as per the schedule attached in Annexure A. The date of amount transfer to DCS account will be the "Effective Date".

5. GOVERNANCE AND MONITORING MECHANISM

Board of Governance:

The parties will form a board of governance to oversee the implementation and operations of the CSEDs. The board will comprise of the following:

- One representative from IU.
- One representative from DCS.
- Two representation form students.
- One representation from Industry.

6. LIMITATION OF LIABILITY

Except as agreed and provided under this Agreement, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressly disclaimed.

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7. TERMINATION

7.1 Termination by the Invertis University -

Without limiting any other rights or remedies, the Invertis University may terminate this Agreement effective immediately by giving 60 days' notice to DCS if:

- a. DCS breaches a material provision of this Agreement where that breach is not capable of remedy;
 - b. DCS breaches any provision of this Agreement and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
- or

7.2 Termination by the DCS

Without limiting any other rights or remedies DCS may have against the Customer arising out of or in connection with this Contract, DCS may terminate this Contract by giving at least 60days' notice to the Invertis University if:

- a. Invertis University breaches a material provision of this Contract where that breach is not capable of remedy;
- b. Invertis University breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

7.3 Termination does not affect accrued rights

Termination of this Contract does not affect any accrued rights or remedies of a party.

8. JURISDICTION OF THE AGREEMENT

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This Agreement shall be governed and construed in accordance with the laws of India and the courts of Bareilly, Uttar Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

9. DISPUTE RESOLUTION

In the event there being any dispute arising out of these presents, the same shall be firstly settled amicably, if fails, each party herein shall appoint an arbitrator in furtherance the Arbitration and Conciliation Act 1996. The arbitrators may appoint an umpire in the event of disagreement. The laws of India shall govern the same. The place of arbitration shall be Delhi.

10. ENTIRE AGREEMENT

This Agreement together with all Appendices, Exhibits, Schedules, Attachments and Addenda attached hereto constitute the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

This Agreement is prepared in two originals and each party shall retain one copy. Each copy shall be treated as original when taken separately and shall constitute as one when taken together.

In witness hereof, Dysmech Competency Services Private Limited and Invertis University have executed those presently in manner hereinafter mentioned on the 5th day of February, 2022 at Invertis University campus.

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Signed on behalf of Inverlis University

Name: Santosh Kumar

Signature: Santosh
05/02/2022

Designation: Registrar

Dysmech Competency Services Private Limited

Name: Anil Sharma

Signature: [Signature]

Designation: Director

05/02/2022

Witness

Name: Hemant Kharia

Signature: [Signature]
5/02/22

Designation: International
Tie-up coordinator

Witness

Name: LALIT KUMAR

Signature: [Signature]

Designation: Sr. Advisor (op) DCS AI

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Annexure A:

Schedule of Payment

| TIMELINE | INVERTIS UNIVERSITY CONTRIBUTION AMOUNT | DELIVERABLES |
|---------------------------|---|---|
| Work Order | 1,25,00,000.0+GST | Design Department + Smart Department |
| 6 Months form Work Order | 1,25,00,000.0+GST | Machining Department + Generator Monitoring System Department |
| 12 Months form Work Order | 1,25,00,000.0+GST | Machining Department+ Public Transport System |
| 18 Months form Work Order | 1,00,00,000.0+GST | Reverse Engineering Department + Smart Manufacturing Department |
| 24 Months form Work Order | 75,00,000.0+GST | Additive Manufacturing Department + Smart City Department |
| 30 Months form Work Order | 50,00,000.00+GST | Press Tool Design Department |
| | Rs. 6,00,00,000.00 +Taxes | |

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