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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Symbiosis International (Deemed University) for and on behalf of its constituent, Symbiosis Institute of Technology, Hyderabad

AND

SmartBridge Educational Services Private Limited

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This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 25th day of July, 2025 (hereinafter "Effective Date") by and between.

Symbiosis International (Deemed University) an Institution deemed to be a University established under Section 3 of the University Grants Commission Act, 1956 and having its main campus at Symbiosis Knowledge Village, Gram: Lavale, Taluka: Mulshi, District: Pune 411042 (India) (hereinafter referred to as "SIU"), for and on behalf of its constituent, Symbiosis Institute of Technology, Hyderabad, having its campus at Survey Number 292, Off Bangalore Highway, Modallaguda (V), Nandigama (M), Rangareddy Dist, Hyderabad, Telangana, India, Pin Code: 509217, represented herein by its Registrar, Dr. M. S. Shejul, (hereinafter referred to as "SIT-H"), which expression shall unless repugnant to the meaning and context thereof shall mean and include, officers, authorities etc.

...Party of the First Part

AND

SmartBridge Educational Services Private Limited, a company registered under the Companies Act, 2013 with CIN: U72200TG2015PTC101466 with a registered office in Sy.No.91, 6th Floor, Technical Block, Sundarayya Vignana Kendram, Gachibowli, Hyderabad, Seri Lingampally, Telangana, India, 500032 represented herein by its Director Mr. Amarender Katkam, Founder & CEO, which expression unless repugnant to its meaning and context thereof shall mean and include its directors, successors in interest, permitted assigns, etc

...Party of The Second Part

SIU/SIT-H and SmartBridge may be referred to herein individually as a "Party" and collectively as "Parties".

It is clearly understood and acknowledged that this MoU is executed by SIU, and SIT-II, being one of its constituent institutes, shall perform the rights and obligations under this MoU on behalf of SIU.

WHEREAS:

A) Symbiosis International (Deemed University) or SIU is a multi-disciplinary university offering its students and faculty a vibrant learning ecosystem designed around its multi-cultural and innovative ethos. SIU is committed towards the generation of knowledge, innovations and its contribution towards the development of the Nation. The Institution is based on the principles of Vedic thought of World as One Family. The University has been awarded Category-I status by the University Grants Commission and an 'A++' grade by National Assessment and Accreditation Council (NAAC)

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- B) Symbiosis Institute of Technology, Hyderabad, is dedicated to offering high-quality technical education aligned with the needs of the competitive industry and rapid technological advancements. SIT-H prioritizes a balanced curriculum covering fundamentals and the latest developments. The Institute promotes effective teaching and learning, supports extracurricular activities, collaborates with industry, hosts guest lectures, and provides a Global Immersion Programme with foreign universities.
- C) SmartBridge is an EdTech company which offers outcome based experiential learning programs on emerging technologies for building skills for students bringing academia (faculty), technology partners and students together through internship programs (technology bootcamps, hands on training programs etc.) for students by partnering with institutions.
- D) SIT and SmartBridge believe that collaboration and co-operation between them will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- E) SmartBridge also represents that it has necessary skills, technology, infrastructure and partner engagement with leading technology industry partners (viz., ServiceNow, Salesforce, AWS, etc. through training and certification among other partners) that offer SmartStart (defined later), through which students are trained on concepts to prepare for the global certification and appear for Certification Assessment conducted by Technology Partner company (Salesforce, ServiceNow, AWS etc). Upon clearing the Assessment, the student may be eligible to enrol for Career Connect program.
- F) The Parties desire to cooperate and focus their efforts on cooperation in area of Skill Based Training, Education, Placement, Expert Lecture are therefore entering into this MoU to record the terms and conditions of their understanding in writing.
- G) The Technology Partner Companies are the product companies that are partners of SmartBridge who provide certifications on their platform/technology by conducting a proctored assessment. The certifications are globally recognizable certifications.
- H) SmartBridge organizes Career Connect Programs every year with the help of its industry partners where potential hiring companies give their hiring requirements.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CO-OPERATION

- 1.1 The Parties are united by common interests and objectives, and agree to establish co-operation in the field of education and research, which will facilitate effective utilization of their intellectual capabilities.
- 1.2 The Parties shall co-operate with each other and shall as promptly as is reasonably practical, enter into relevant separate written agreements, on a case to case basis,





prior to the commencement of any collaborative activity arising from this MoU, enlisting the general scope, financials, if any, intellectual property, liabilities and such related details as may be mutually discussed and agreed between the Parties for every such activity.

1.3 The Parties agree to co-operate and focus their efforts on cooperation in the area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

2. SCOPE OF THE MoU

As a part of this MoU, the Parties shall jointly undertake the below mentioned activities:

- 2.1 Industrial Training & Visits: SmartBridge and SIT-H interaction will provide insight into the latest developments/requirements of the industries.; SmartBridge shall permit the Faculty and Students of the SIT-H to visit its group companies and also involve in Industrial Training Programs for SIT-H whenever possible. This will provide confidence and a smooth transition for students from education to industry. Also, SmartBridge may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Student's training Program: SmartBridge offers a structured training program titled "SmartStart" (defined hereinbelow), designed to equip students with foundational and advanced knowledge aligned with global industry standards. Under the SmartStart program, students shall receive training on specific technology platforms with the objective of preparing them to appear for official certification assessments conducted by the respective Technology Partner companies. Upon successful completion of the training and clearing the certification assessment, eligible students may be considered for participation in the "Career Connect" program, which aims to facilitate employment or internship opportunities through the Technology Partner network.
- 2.3 **Guest Lectures:** SmartBridge shall extend the necessary support to deliver guest lectures to the students of SIT-H on the technology trends and in-house requirements as and when possible.
- 2.4 Placement of trained students: SmartBridge shall support in training and placement of students of SIT-H in the best possible manner. Interns hired from SIT on client specific POC (Point of Contact) or hired as full-time employees in near future will be subject to the hiring company's policies and terms of employment including adherence to client confidentiality and execution of assigned projects within the given tenure.
- 2.5 There is no financial commitment on the part of either of the parties, to take up any program as mentioned in the said MoU. If there is any financial commitment, it will be dealt with separately by way of mutual discussions between the Parties and execution of separate prior written agreements on a case-to-case basis.

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2.6 Both Parties must obtain all necessary and applicable legal and statutory approvals, if any, including any internal approvals, consents, permissions, and licenses of whatsoever nature as may be required for the execution of the said MoU and the collaborative activities/programs arising from the MoU.

3. TERM AND TERMINATION

This MoU shall commence from its Effective Date as aforementioned and shall be valid until it is expressly terminated by either Party, by 30 (Thirty) days prior official written notification duly signed by the authorized representative of the notifying Party. In the event that either Party terminates the MoU, Parties shall honor the terms of the MoU for any ongoing project/activity which has been approved prior to such termination, as if the MoU remains in force for the period of such activity, unless agreed to otherwise in writing by both Parties

4. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that Parties are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership, agency, employer-employee relation or fiduciary relationship whatsoever.

5. CONFIDENTIALITY

- 5.1 The Parties shall maintain the confidentiality of all the information including Confidential Information concerning the business and operations of SmartBridge and all such information provided by SIT-H such as the sensitive information of the students enrolled, inventions, processes, products, designs, trade-marks, trade secrets, formula and formulations, technical know-how, test and other such information relating to the development analysis, approval, business plans, financial information, customer lists and relationships and other such information relating to the management and other such affairs of either of the Party and/or its Affiliates (Confidential Information), to which the Parties have gained access (whether intentionally disclosed or inadvertently made available or exposed to them by either Party) during the course of this collaboration, to protect either of the Party's lawful interests.
- 5.2 During the term of this MoU both Parties agree to undertake on their behalf and on behalf of all the persons involved, to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to collaborative work under this MoU for any purposes other than in accordance with the terms of this MOU or in compliance with instructions of the Government, order of the court, in compliance with the applicable law and they shall abide by the non-disclosure of any confidential information exchanged.
- 5.3 Both Parties declare that they shall not use or attempt to use the Confidential Information for any purpose in any event, in any manner that will cause or be likely to cause injury or loss to each other including reputation of the other Party; and/or



to compete with each other after cessation of this MoU. In case of any breach of Confidential Information by either of the Parties, it shall be deemed in violation of this MoU, and the aggrieved Party at that time shall be entitled to obtain an injunction to restrain from disclosing or further disclosing, in whole or in part, Confidential Information. The aggrieved Party shall also be entitled to pursue other legal remedies as permitted under law and equity, as may be deemed appropriate. for any loss and/or damages incurred as a result of any unauthorized disclosure made by either of the Parties or its affiliates during or after 5 (five) years of termination of this MoU.

6. INTELLECTUAL PROPERTY RIGHTS ("IPR")

Each Party retains ownership of all Intellectual Property Rights existing prior to this MoU ("Pre-Existing IP") and any intellectual property developed independently of this MoU. Parties also agree to not utilize the intellectual property and any such related proprietary information/material of the other Party, for any purpose whatsoever, without prior written consent of the concerned Party. Further, the Parties agree that in case of intellectual property rights that arise as a result of any collaborative research or activity under this MoU, it will be considered on a case-to-case basis, and will be consistent with officially laid down IPR policies of the Parties or by signing separate agreement with respect to foreground intellectual property rights.

7. PUBLICITY

Both the Parties must obtain prior written permission from the other Party in writing to use the logo or brand name in any manner

8. FORCE MAJEURE

The Parties shall be excused from delays in performing or from failing to perform its obligations under this MoU pursuant thereof to the extent the delays or failures result from causes beyond the reasonable control of the Parties, including, but not limited to acts of God; wars; Governmental actions; fire; flood; epidemic; and freight embargoes. However, there shall be an obligation on such repudiating party to give notice to the other ("Affected Party") regarding the invocation of the Force Majeure clause at the earliest possible. The Affected Party shall have the right to terminate this MoU if the other Party is prevented from performing its obligations due to the subsistence of the Force Majeure event.

9. INDEMNITY

Each Party ("Indemnifying Party") hereby irrevocably and unconditionally agrees to indemnify and hold the other Party ("Indemnified Party"), its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs, claims, or the like (collectively "Loss") which may be suffered or incurred directly, including but not limited to any claim by third party, by Indemnified Party as a result of (i) any misrepresentation or material breach of any representation or warranty made

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by the Indemnifying Party in this MoU or (ii) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this MoU by the Indemnifying Party or (iii) violation of confidentiality and intellectual property rights of the Indemnified Party.

10. AMENDMENT

Amendments to the terms, scope and conditions of this MoU including any modification in scope, cooperation and services may be made by mutual consent through written agreement by the Parties hereto. No amendment or modification hereof shall be binding or effective on either of the Parties unless set in writing and executed by the respective authorized representative of the Parties to this MoU.

11. SEVERABILITY

If any provision of this MoU is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the MoU, and the remainder of the MoU shall continue in full force and effect.

12. WAIVER

The failure of either Party to enforce any right or provision of this MoU shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the Party granting the waiver to be effective.

13. NOTICE

All notices given pursuant to this MoU shall be in writing and sent to the addresses of the Parties mentioned in the caption of this MoU.

14. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION DISPUTE RESOLUTION

- 14.1Subject to the below mentioned clause 14.2, only courts in Pune shall have jurisdiction in respect of all matters which are incidental or consequential to this MoU. This MoU shall be governed in accordance with the laws in India.
- 14.2In the event of any dispute or difference between the Parties, arising out of any of the terms of this MoU or its interpretation, the Parties shall resolve to settle such differences amicably. If the parties cannot resolve such differences amicably within a period of thirty (30) days, the differences shall be settled exclusively and finally by a sole arbitrator to be mutually appointed by the Parties herein. The Arbitration shall be carried out under Arbitration and Conciliation Act, 1996, (as amended from time to time). The Arbitration proceedings shall be in English. Such arbitration shall take place at Pune. The arbitration award shall be final and binding upon both the Parties.

15. ENTIRE MoU

This MoU constitutes the entire understanding of the Parties relating to the subject matter hereof and supersedes all prior communications, understandings, and agreements, oral or written.

IN WITNESS, WHEREOF THE PARTIES HERE SIGNED AND EXECUTED THIS MOU ON THE DAY, MONTH AND YEAR ABOVE MENTIONED AND WRITTEN IN THE PRESENCE OF THE WITNESSES.

For and on behalf of Symbiosis International (Deemed) University	For and on behalf of Symbiosis Institute of Technology, Hyderabad	For and on behalf of SmartBridge Educational Services Private Limited
MShym.	Janus	June :
Dr. M.S.Shejul	Dr Rajanikanth Aluvalu	Mr. Amarender Katkam
Registrar	Director	Founder & CEO
Date: 25.07.2025	Date: 11 8 2025	Date: 11 08 2025



Director
Symbiosis Institute of Technology
Hyderabad-509 217.

