



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("the MoU") made and entered into on this 13<sup>TH</sup> Day of December 2019 ('effective date') by and between:

- **EMURGO Learning Solutions Private Limited** (a wholly owned subsidiary of EMURGO Education Pte Limited, Singapore), a Company incorporated under The Companies Act 1956, having its registered offices at AXIS praha, 4<sup>th</sup> floor, west wing, 20/8 Ranka colony Road, Munivenkatappa layout, Bilekahali, Bangalore, Karnataka, India (hereinafter referred to as "EMURGO Academy") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE Part And

**Velagapudi Ramakrishna Siddhartha Engineering College**, an Institution having its campus at, Chalasani Nagar, Kanuru, Vijayawada, Andhra Pradesh (hereinafter referred to as "Academia Partner", which expression unless repugnant to the context or meaning thereof shall mean and include successors in interest and permitted assigns) acting through its Authorized Signatory of the OTHER PART;

EMURGO Academy and Academia Partner shall collectively to be referred as the 'parties' and individually as 'party' wherever the context permits.

### WHEREAS

EMURGO is the official commercial and venture arm of the Cardano project – Mission towards 3rd Generation Blockchain, registered in Tokyo, Japan since June 2017 and in Singapore since May 2018. EMURGO is uniquely affiliated and works closely with IOHK to grow Cardano's ecosystem globally and promote the adoption of the Cardano blockchain.

EMURGO Ignitive Labs – is the initiative of EMURGO Academy for Universities / Institutions to spearhead the Blockchain Eco-System within the premises of Universities /Institutions.

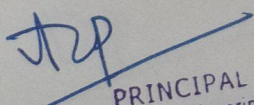
EMURGO Academy and Academia Partner have decided to get into a strategic partnership and run EMURGO Ignitive Labs at the college premises as per the agreed terms mentioned in this MoU. The parties have discussed and formed an understanding to undertake and execute EMURGO Ignitive Labs as agreed to produce in writing on mutually agreed terms and conditions in this MOU.

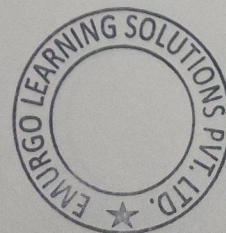
NOW THEREFORE, the parties hereby agree as follows:

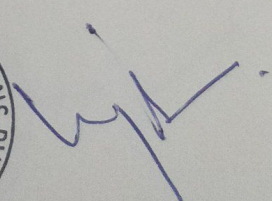
### 1. SCOPE / PURPOSE OF MOU

- I. Each Party to perform the roles and responsibilities as per Annexure – A, B, & C of this MOU for the successful completion of the Project within the timelines. The parties will pool their respective resources and expertise and work together in the matter for executing the Project.
  - II. EMURGO ACADEMY will set up an Incubation center within the campus and impart necessary Blockchain skills at various levels from introduction to research, create a complete ecosystem for blockchain inside the campus by harness, nurture, groom and incubate talent on Blockchain with unique SLP(Synchronized Learning Platform) and provide a Global Gateway to Students by providing access to Global Faculty / R & D Projects / Representation in Global Forums, internship / Project / Industry Collaboration leading to Career in Blockchain to the interested and selected students from the pool of students who got trained in the Introduction to Blockchain Program.
  - III. Academia PARTNER to support EMURGO ACADEMY in the execution of the program by providing Infrastructure and other support as specified in **Annexure-A, B, & C**
2. **Entry Criteria:** All department and All semester students are eligible. However – content, delivery outcome and duration will vary depending on the academic cycle of the Institution, since EMURGO Ignitive Labs operates inside the Campus.

### 3. USE OF EMURGO ACADEMY AND ACADEMIA PARTNER NAME:

  
PRINCIPAL  
V.R.Siddhartha Engineering College,  
AUTONOMOUS  
VIJAYAWADA-520 007





The branding and logo can be used Each party will seek written approval from the other for using the other's name and promotional material for generation of business and during the performance of work under this MOU and further the party using such name and material will ensure that the same is utilized solely for the purposes for which approval has been obtained consequent to this MOU.

#### 4. TENURE AND TERMINATION

- a) This MoU shall be valid with effect from ('effective date') and shall remain valid for a period of **THREE** years or the conclusion of the Project whichever is later.
- b) Either party may terminate this MOU upon 30 (thirty) calendar days' notice in writing to the other party. However, any outstanding work shall be completed to the satisfaction of Academia Partner unless it is mutually agreed otherwise.
- c) Termination of this MOU shall not nullify any payments due from Academia Partner to EMURGO Academy as on date of termination. Any such payment, due to EMURGO Academy shall be cleared in full by the Academia Partner within 30 (thirty) days of termination.

#### 5. OWNERSHIP OF MATERIAL:

EMURGO ACADEMY shall retain the ownership of the Educational materials including but not limited to content, books, slides, write-ups, presentations, student handbooks, practical guides and such other materials as used by EMURGO ACADEMY.

#### 6. CONFIDENTIALITY

Each party acknowledges that their confidential information constitutes valuable trade secrets and each party agrees that it shall use the confidential information of the other party solely in accordance with the provisions of this MoU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent.

Each party agrees to exercise due care in protecting the confidential information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, (ii) obtained by the other party from third parties without restrictions on disclosure, (iii) independently developed by the other party without reference to confidential information, or (iv) required to be disclosed by order of a court or other governmental entity provided prior to disclosure a proper written notice to that effect is given to the other party.

In the event of actual threatened breach of the provisions of the above paragraph, the non-breaching party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

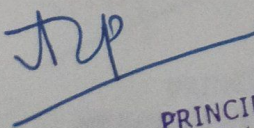
#### 7. DISPUTE RESOLUTION:

- a) This MOU shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Bangalore, India.
- b) Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration.
- c) Both the parties shall mutually appoint one arbitrator and any decision, determination or award of the Sole Arbitrator shall be binding on the parties. Each party will bear its own cost of arbitration and the venue of arbitration shall be Bangalore

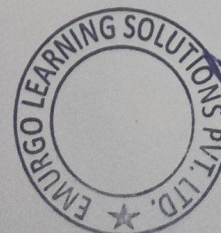
#### 8. COMPLIANCE WITH LAW & JURISDICTION

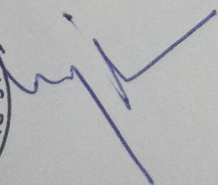
The parties shall be liable for compliance with applicable statute, legislation, rules; regulations etc. while working in terms of this MoU and shall ensure that no non-compliance is committed. Neither party shall be liable for the breach of obligations of other party set forth in this clause. The Courts of Bangalore, India shall have exclusive jurisdiction to entertain matters arising out of this MOU.

#### 9. MISCELLANEOUS



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- I. This MoU constitutes entire understanding between the parties and supersedes all prior understandings, whether written or oral, relating to the subject matter of this MoU.
- II. This MoU is being entered into on a Principal to Principal basis and each party is an independent entity and not an agent and/or employee of other party. Either Party will not represent that it is an agent of other Party nor hold itself out as such. Either Party shall not enter into any agreement or arrangement which will bind other Party legally or otherwise, without the prior written consent of other Party.
- III. This MOU may be modified, through a written document signed by duly authorized representatives of both parties
- IV. This MoU shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns.
- V. No delay or omission by either party in exercising any right under this MoU shall operate as a waiver of that or any other right. A waiver or consent given by each party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- VI. Each party shall indemnify the other party against any third-party liability, losses, damages incurred by non-defaulting party due to negligence, non-compliance or infringement of IPR of a third party while performing under the scope of this MoU.
- VII. In the event that any provision of this MoU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- VIII. The captions of the clauses of this MoU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MoU.
- IX. The relationship established by this agreement is non-exclusive. Nothing in this agreement shall prohibit or restrict EMURGO Academy from developing, selling, using, distributing, training, licensing, or marketing the products or services created during the mutual working of both the parties to be provided to any other third party and it shall not require informing or seeking approval from the other Party.
- X. All notices required or permitted by, or made pursuant to, this Memorandum shall be in writing and shall be sent by facsimile or by registered, E- Mail to the following addresses:

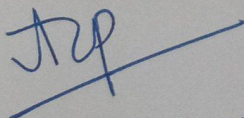
If to EMURGO Academy: EMURGO Learning Solutions Private Limited  
Name: B Narender  
Address: AXIS praha, 4<sup>th</sup> floor, west wing ,20/8 Ranka colony Road, Bangalore, Karnataka  
Phone No.: 9841441119  
E- Mail: narender@emurgo.in

If to Academia Partner:  
Name: Mukesh Chinta  
Address: Velagapudi Ramakrishna Siddhartha Engineering College, Chalasani Nagar, Kanuru, Vijayawada  
Phone No: 9052222633  
E- Mail: Mukesh.chinta@vrsiddhartha.ac.in

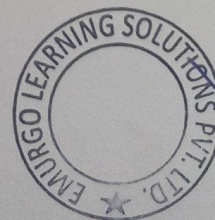
All such notices shall be deemed to have been received as follows:

- if by e-mail, twenty-four (24) hours after transmission, and
- if by registered post, upon receipt of acknowledgement of delivery

- XI. Force Majeure: Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Memorandum resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this Memorandum be prevented for a period longer than six months, then the other party shall have the right to terminate this Memorandum



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IN WITNESS WHEREOF the parties hereto have caused this MoU to be executed, in duplicate, by their duly authorized representatives on the date, month and year first written above.

On behalf of Velagapudi Ramakrishna Siddhartha Engineering College, Chalasani Nagar, Kanuru, Vijayawada

*[Handwritten Signature]*

Name: Dr A. V. Ratna Prasad  
Designation: The Principal  
Date: 13<sup>th</sup> December 2019

Witness:

*[Handwritten Signature]*

Dr. D. Rajeswara Rao  
Professor & HOD. CSE



On behalf of EMURGO Learning Solutions Private Limited (EMURGO ACADEMY)

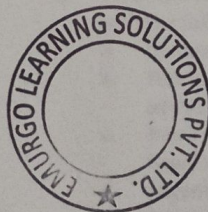
*[Handwritten Signature]*

Name: Vijay Balaji Elango  
Designation: Vice President  
Date: 13<sup>th</sup> December 2019

Witness:

*[Handwritten Signature]*

Rahul Oberoi  
Manager

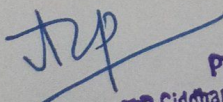


**EMURGO Ignitive Labs High Points:**

- **Synchronized Learning Platform [SLP]** – EMURGO's one-of-its-kind Synchronized Platform is accessible to Students, Faculties & Industry. The salient features are as follows:
  - E-Learning Primer
  - Students Performance Tracking
  - Collaborative Learning
  - Recorded Lecture
  - Online – Global Faculty
  - Discussion Forum
  - Platform comprises & collaborates: Students / Faculties / Global Trainers & Industry for Internship / Career Progress
- **Internship / Career Progression**
  - Case Study
  - Internship within Cardano Platform / Associated Industry Partners
  - Participation in International Forums
  - Real Time / Online Projects
  - Digital Certification – Enables authenticity / easy to reach out to the right Employer / Globally recognized
  - Career Options with Associated Industry Partners

**EMURGO ACADEMY DELIVERABLES:**

- EMURGO ACADEMY will set up an Incubation center within the campus and impart necessary Blockchain skills at various levels from introduction to research, create a complete ecosystem for Blockchain inside the campus by harness, nurture, groom and incubate talent on Blockchain with unique SLP(Synchronized Learning Platform) and provide a Global Gateway to Students by providing access to Global Faculty / R & D Projects / Representation in Global Forums, internship / Project / Industry Collaboration leading to Career in Blockchain to the interested and selected students from the pool of students who got trained in the Introduction to Blockchain Program.
- EMURGO will offer support to the Academia Partner to provide Blockchain technology as an elective course with the following agendas
  - a. Content support aligning to Industry and continuous update of the content as and when required
  - b. Provide Trainers and SMEs to train the students joining the elective in the form of electives/value added course
  - c. Work with administrators to launch the program and get it cleared out on all levels of Management and Board of studies
  - d. Support the students choosing the elective by offering them Internship and project support
  - e. Support in setting up the curriculum, execution, QP setting and evaluation.
- Deploy its Synchronized Learning Platform [ SLP] for the on-campus incubation center which is EMURGO Academy's one-of-its-kind platform accessible to Students, Faculties & Industry. This platform will be a one-point access to our e-learning platform, student performance tracking, recorded lectures, on-line global faculty, recorded lectures, discussion forum, and will create a space for collaborative learning.
- Will provide students to work on case studies, work on real time/ on-line projects and give them opportunity to participate in international forums, internship within Cardano Platform and with Associated Industry Partners
- Conduct assessments and certifications of candidates and issue Digital Certification in a Globally recognized format which will enable authenticity and would make it easy for students to reach out to the right Employer
- Provide career option with its associated industry partners through our Placement services
- Will Set up of Program team and assign a program head for ease of coordination
- The cost for running the Lab inside the campus, training the selected students, support in the placements, internship services can be decided based on the mutual agreement with the Academia Partner Institution

  
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