

AND

Tumkur University, having its registered office at **Vishwavidyanilaya Karyalaya, Bengaluru - Honnavar Road, Venkatesh Rao Colony, Tumakuru, Karnataka 572103**, (Herein after called as **Tumkur University**) represented by its Authorized Signatory Registrar.

Whereas -

1. Tumkur University, established in the year 2004, has gained significance as one of the young universities in the country and has been recognized as an institution of higher learning on par with high profile national institutions. It is a State University, established to cater to the educational needs of Tumakuru district where the majority of students hail from the rural background.
2. Rooman Technologies is a leading provider of skill development and training programs in India, with a focus on providing high-quality vocational education and training that is aligned with industry requirements.
3. Rooman Technologies is affiliated with Microsoft, IBM, Vmware, Redhat, AWS and their authorised training partner and also the Skill development partner of National Skill Development Corporation (NSDC). Rooman Technologies adheres to the highest standards of training and curriculum development, ensuring that its students receive the best possible education and training.
4. NSDC operates various schemes and initiatives through their Training Partners, such as the Pradhan Mantri Kaushal Vikas Yojana (PMKVY) which aims to provide training and certification to 10 million youth over a four-year period, the National Apprenticeship Promotion Scheme (NAPS), and the Skill India Mission, among others
5. The SkillHub program initiated by the NSDC is an excellent platform that offers various vocational courses and training programs. The courses are designed to equip students with the latest skills and knowledge required for different industries
6. Rooman is one of the premiere partner of NSDC to implement innovative Skill development solutions in association with NSDC, SSC and various corporates.

Where in Tumkur University has shown interest to work with Rooman in order to design the skill development training programs which cater to the needs of both industry as well as trainees, allowing to train candidates as per skill set requirements of industry and providing trainees with an industry environment aligned with the market demand and latest technology.

The Parties hereto mutually agree to enter into a MoU for undertaking Skill Development activities at Tumkur University and the colleges affiliated to it.

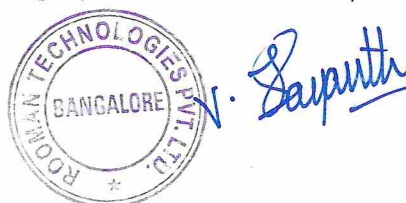
OBJECTIVE

Tumkur University and Rooman have mutually agreed to enter into a Memorandum of Understanding with following objective:

1. Rooman will help Tumkur University to setup skill development wing within the university and also assist in setting up center of excellence on future skills.
2. Rooman will pitch along with Tumkur University to arrange the CSR fund for various skill related activities.
3. Provide an opportunity to the youth to acquire skills related to various sectors through Skill Training Initiative by NSDC consisting of a mix of theoretical, practical and On-the-job Training (OJT) components and hence improve their employment potential
4. To contribute in the overall growth of Manufacturing and Services sectors by creating a pool of skilled manpower.

Role of Tumkur University

1. Fulfil infrastructure requirements of the scheme, i.e. space norms such as class room, workshop, training centre and other basic amenities in training wing.
2. Create awareness about Skill Training among all the Colleges / Candidates affiliated / Enrolled



- with Tumkur University.
3. Monitor the regular attendance of the candidates and make sure minimum 70% attendance of all the enrolled candidates till the training completion.
 4. Coordinate to make sure all the eligible candidates will attend the 3rd party assessment conducted by the respective Sector Skill Council.
 5. Provide Supervisors and Support Staff for smooth coordination between Rooman & candidates, enrolled for the training.

Role of Rooman Technologies Pvt Ltd.,

1. Coordinate with NSDC and the respective SSC to launch the skill development program in Tumkur University
2. Assist Tumkur University to register their affiliated colleges as a training center or as skill hub on NSDC portal.
3. Provide qualified Trainers for classroom training and industry training.
4. Identify and counsel the suitable candidates based on their qualification, aspirations, mobility etc. and enroll them under Skill Development Scheme.
5. Enroll all the shortlisted candidates under Skill India portal
6. Conduct in-house assessment and award marks of all the candidates.
7. Provide employment assistance to trained candidates as per scheme guidelines
8. Coordinate with assessment agency and make sure all the candidates get assessed.
9. Arrange OJT for the eligible candidates as per the jobrole requirement.

Monitoring Of Implementation

A Co-ordination Committee consisting of two members of Tumkur University and two members of Rooman Technologies Pvt Ltd will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be a review on regular intervals as decided by the committee. This review would primarily focus on the curriculum progress, faculty availability, certification and placement.

Commercials:

Below are the commercials agreed by both the parties of this MOU.

	Rooman Technologies Pvt Ltd	Tumkur University
Revenue	50%	50%

An escrow account will be opened with a standing instruction to transfer 50% of the payment received from Skill Development Activities to Rooman as soon as the payment received in the account.

INTELLECTUAL PROPERTY RIGHTS:

1. Nothing in this Agreement will function to transfer either Party's Intellectual Property Rights to the other Party.
2. Each party will retain exclusive interest in and ownership of its Intellectual Property Rights developed before this Agreement or developed outside the scope of this Agreement.
3. Notwithstanding anything stated in this Agreement or any other document, all Intellectual Property Rights developed under / during the course of this Agreement in any form shall vest jointly with both the parties or with the respective Party developing such IPR . Except otherwise specifically agreed, a Party may use the IPRs of other Party for the limited purpose as envisioned under this Agreement with prior written consent of such other Party.

NOTICES:

Any notice and other communication to be served on the Parties shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered under Registered Post with Acknowledgement Due or through courier; or on the same day if delivered by facsimile to the Parties, as the case may be, at their respective addresses



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mentioned below, or at such other address as any Party shall hereafter inform the other Party by written notice given as aforesaid.

To Tumkur University:

Address: Vishwavidyalaya Karyalaya, Bengaluru - Honnavar Rd, Venkatesh Rao Colony, Tumakuru, Karnataka 572103

Attention: Vice Chancellor

To Rooman:

Address: Rooman Technologies Pvt Ltd., #130, Dr. Rajkumar Road, Rajajinagar, Bengaluru, Karnataka 560010

Attention: Managing Director

GENERAL

1. Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
2. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
3. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
4. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "Need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

TERMINATION:





This MoU may be terminated by either party through a notice of 2 months. Either party may terminate this MoU if either of the parties is not comfortable working with other party by reasons beyond It's control from going ahead with the implementation of the provision of this MoU.

In case of termination of the contract, each party must discharge their duties as mentioned in the scope of their work.

VALIDITY

This MoU is valid for (3) three years from the date of signing. It can be extended in slots of 3 years on similar or such other terms as may be agreed between parties by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be made in English and executed by their respective duly authorized representatives on the day and the year first above written.

For Tumkur University  (Authorized Signatory) Registrar Vishwavidyalaya Tumkur University, Bengaluru - Honnavar Rd, Venkatesh Rao Colony, Tumakuru, Karnataka 572103	For Rooman Technologies Pvt Ltd  (Authorized Signatory) Jayanth V Director #30, 12th Cross, 1 st Stage, Rajajinagar, Near Navrang Theatre, Bangalore-560010 
Witness 1 	Witness 2 