

Memorandum of Understanding (MoU)

Between

MIT SQUARE GROUP OF COMPANIES  
UNITED KINGDOM

And

CHRIST CHURCH COLLEGE,  
KANPUR,  
INDIA

## PREAMBLE

This agreement is made on 28 August 2025 between:

MIT Square Group of Companies (consists of MIT Square, India & London) (hereinafter called MIT Square) headquartered/registered at 20, Halcyon Villas, Banjara Layout, Horamavu, Bangalore - 560043, Karnataka, India; 128 Kemp House, City Road, London, Great Britain, UK - EC1V 2NX and Christ Church College, Kanpur, India (hereinafter called Institution).

The objective of this Memorandum of Understanding is:

- a. to promote interaction between MIT Square and the Institution in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between MIT Square and the Institution.

In the spirit of collaboration and with mutual interest in cooperation, MIT Square and Institution enter into this Memorandum of Understanding (MoU) to promote joint educational and cultural collaboration which will help in building 'New India' and addressing various challenges in the 'Startup India', 'Make in India', 'Digital India', 'Standup India', 'Skill India', 'Self-reliant India', and 'Clean India' by considering Sustainable Development Goals.

## NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

### 1: SCOPE OF COLLABORATION

#### **Centre of Excellence (CoE) and Techno-Innovation As A Service (TaaS)**

As part of this Memorandum of Understanding (MOU), the parties agree to collaborate in the establishment and launch of a ZERO-COST "La Mits RAISE Centre of Excellence (CoE)" within the institution. The main focus is on "Techno-Innovation As A Service (TaaS)" with emphasis on Research, Arts & Applications, Innovation, Science & Technology, and Entrepreneurship, within the institution, with the understanding that the Centre will operate with no direct financial burden to the institution, relying on external partnerships, grants, crowdfunding, and other alternative funding sources for its operational and programmatic needs.

#### ***Key Initiatives, as part of the CoE:***

- Global Studentships / Scholarships (UG/PG Abroad Studies / Exchange Programs)
- Global Fellowships / Stewardships (Pre-Doctoral, Doctoral, and Post-Doctoral Positions)
- Global Traineeships / Observerships / Immersionships
- Global Internships / Externships (On-Job Training)
- Global Placementships / Apprenticeships / Assistantships (Work Experienceships / Careerships / Visitorships)

- Global Mentorships / Guideships / Speakerships
- Global Makerships / Inventorships / Craftsmanships (Research, Innovation, Technologies & Development)
- Global Authorships / IP-Rights / Patentships (Intellectual Property Rights & Publications)
- Global Linguaships (Foreign Languages)
- Global Broadcastships (Campus Radio / TV & Theatre)
- Global Eventships (Skill Enablement Programs)
- Global Partnerships / Collaborationships (Institution-Industry Linkages)
- Global Alumniships (Alumni engagement)
- Global Travelships / Mobilityships (Exchange Programs / Tours / Fairs)
- Global Entrepreneurships / Intrapreneurships
- Global Incubationships / Investmentships
- Global Parentships
- Global Citizenships / Residentships
- Global Volunteerships / Careships (CSR Activities & Enlivening)

1.1 The company offers various skill development courses across different disciplines. The company and Institution support participants every year for any of the above-listed services. The timing/duration of the activities shall be agreed upon on mutually agreed-upon dates. The fee will be decided from time to time based on the type of activity and the level of required input.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorised signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorised representatives.

## 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of five years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 If the MOU is not cancelled by any party, it will be automatically renewed for another Five Years. In case of any concerns or amendments, a joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and extended for an additional five (5) year period (non-binding in nature).

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorised signatories.

### 3: UNITY, HUMANITY, EQUALITY, DIVERSITY & INCLUSIVITY

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, gender/sex, age, handicap, political affiliation, sexual orientation, disability, or status as a veteran. We will encourage and support unity, humanity, equality, diversity, and inclusivity.

### 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules, and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

### 5: FORCE MAJEURE

In the event students are unable to complete the Program due to causes beyond the control of the institution, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond institution's reasonable control, institution will assist the affected students in finding an alternate solution to complete the Program.

### 6: SERVICES

Iterative Services with the Clients, Suppliers and Collaborators/Funders referred to by the Company: In as much as both parties will acquire or have access to information, which is of a highly confidential and secret nature, it is expected that the Institution will not perform any services to the referred clients, supplier and/or collaborator/funder without mutual prior written approval and agreement.

### 7: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image, or other intellectual property of either of the other parties for any advertising, marketing, endorsement, or any other purposes without the specific prior written consent of an authorised representative of the other party as to each such use. From the date of the signature, both parties will co-brand for all the joint initiatives listed above.

### 8: CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

Both parties agree that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party") and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information that relates to Such Other Party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. Any Intellectual Property rights generated out of any projects will be discussed and mutually agreed upon with a specific MoU. Some of the models to kickstart may be defined as



1. Direct Client Engagement – MIT Square may connect their clients/customers to the party directly and take the consultancy/referral fee.
2. Direct Investment – MIT Square may directly buy from the party and supply to their clients/customers/networks while keeping their margins.
3. Innovations in Product Designs and Features – Both parties may jointly work with mutual consent to create and develop an innovative product. For this further agreement may be signed with detailed terms and other project-based detailing for each individual project.
4. Iterative Services with the Clients & Suppliers referred to by both parties:

In as much as both parties will acquire or have access to information, which is of a highly confidential and secret nature, it is expected that neither party will perform any services to the referred clients and/or supplier by either party to the other without mutual prior written approval and agreement.

#### 9: MOU COORDINATORS

The institution agrees to appoint a designated Single Point of Contact (SPOC) or Coordinator to oversee communication, coordination, and execution of this MoU, ensuring that the collaboration remains active, effective, and reviewed throughout the year. If the appointed SPOC resigns, changes role, or becomes unavailable for any reason, the institution shall nominate and formally communicate an alternative representative within seven (7) working days to maintain continuity.

#### 10: ENTIRE MOU

This MoU constitutes the entire MoU and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements, and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This MoU may subsequently be modified only by a written document executed by both parties.

#### 11: GOVERNING LAW

The parties shall comply with all applicable laws in performing Services. This Agreement shall be construed and enforced solely pursuant to the Indian laws, without giving effect to the principles of conflicts of laws thereof, and the parties agree that this Agreement shall be subject to the jurisdiction of Bangalore.

#### 12: DISPUTE/CONFLICT RESOLUTION

The Parties shall use their best endeavors to settle amicably any difference or dispute arising under or in connection with this MOU by consultation and negotiation. If a dispute cannot be settled through such consultation, upon the request of either Party with written notice to the other Party, any such dispute shall be resolved by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The place of arbitration will be the city of Bangalore.

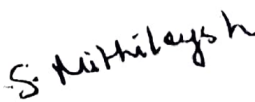

#### 13: NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and

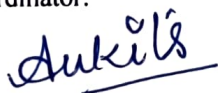
shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorised officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

MIT SQUARE GROUP OF COMPANIES	CHRIST CHURCH COLLEGE, KANPUR
Date: 28-08-2025	Date: 28-08-2025
Name: Dr Mithileysh Sathiyarayanan	Name: Mr. Vinay John Sebastian
Designation: Scientist & CEO	Designation: Principal
 Signature:	 Signature:

MoU Coordinator:



Dr. Ankita Jasmine Lall  
Assistant Professor, Dept. Of Economics, Christ Church College, Kanpur  
Witness:



1. Prof. Sujata Chaturvedi,  
Coordinator, IQAC, Christ Church College, Kanpur



2. Prof. Satya Prakash Singh,  
Coordinator, NAAC Steering Committee, Christ Church College, Kanpur

MIT SQUARE

Christ Church College