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# SKILLSertifika™

INSPIRING TO INNOVATE

004

## CERTIFICATE OF COLLABORATION

This certificate from SKILLSertifika expresses the strategic collaboration with Atal Incubation Center - BAMU Foundation



### ATAL INCUBATION CENTER - BAMU FOUNDATION

**Address:** Dr. BAMU Campus, Near Soneri Mahal, Jaisighpura, Aurangabad,  
Maharashtra, (IN) 431 004.

27 JULY 2021

**Valid From**

26 JULY 2022

**Valid Until**

**T.C. DHOUNDIYAL**  
**Founder & CEO**

"iAT" or "Innovative Thinking Ability Tool" is a trademark of SKILLSertifika Global India Pvt. Ltd.  
The content of "iAT" or "Innovative Thinking Ability Tool" is owned by SKILLSertifika Global India Pvt. Ltd.

SKILLSertifika "Innovation Framework" includes: BDTP (Business & Design Thinking Professional), CIP (Certified Innovation Professional) & CSP (Certified Startup Professional)

# MEMORANDUM OF UNDERSTANDING

b/w

**SKILLSertifika**<sup>TM</sup>

INSPIRING TO INNOVATE

SKILLSertifika Global India Pvt Ltd

GSTIN: 07 ABCCS 4858 A 1 ZG

and



Atal Incubation Centre - BAMU Foundation

Date: 26 nd July 2021



THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of 26.07.2021, by and between [PARTY 1] (hereinafter "SKILLSertifka Global India Pvt. Ltd "), with a registered office located at "303, C-58, Shahpuri Tirath Singh tower, C-block, Janakpuri, New Delhi - 110058", and [PARTY 2] (hereinafter "Atal Incubation Centre - BAMU Foundation"), with a registered office located at "Dr. BAMU Campus, Near Soneri Mahal, Jaisighpura, Aurangabad, Maharashtra, (IN) 431004".

WHEREAS, "[PARTY 1]" is an ed-tech firm having a uniquely designed platform on "Thinking Capability and Innovation Framework" using technologies such as Artificial Intelligence & Data Analytics.

WHEREAS, "[PARTY 2]" is an Incubation Centre that aims to foster the culture of innovation and entrepreneurship by supporting technology-based start-ups & developing an ecosystem that is conducive for innovation, where start-ups and new ventures thrive. It also has been providing the essential Highly equipped DGX, AI-ML laboratory, Innovation, and invention Centre (IPR Centre), Co-working spaces, specialized facilities — IOT Fab lab, sophisticated AR-VR laboratory, Central Digital Library Facility. AIC-BAMU invites innovative ideas in the field of IOT, AR, VR, ML in the areas of Healthcare, Auto-industrial applications, and allied areas.

WHEREAS, the parties desire to establish between them a partnership in order to collaborate in complimenting individual capabilities for additional revenue generations & growth.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the parties hereto agree as follows:

## 1. CONTRIBUTIONS

The parties hereto shall each make an initial contribution to the partnership as follows:





## A. Roles & Responsibilities

### A 1. Free of Cost Model

S. No	Parameters	AIC (BAMU)	SKILLSertifika Global
1	<b>Sales &amp; Support</b>	Introduction of iTAT platform at institutional level, Relationship management and lead the sales from front end for iTAT and other products of SKILLSertifika	SKILLSertifika will support AIC (BAMU) in promotion activities as per the requirement . iTAT Programme will be free of cost for AIC. For rest of the programmes SS and AIC will decide on revenue sharing model
14	Repeat Sales	Credit will go to AIC (BAMU) for repeat sales in term of revenue margins.	SKILLSertifika will give credit to AIC (BAMU) for repeat sales from same customer.
15	Relationship Management	AIC (BAMU) will allow SKILLSertifika to have discussion with end client based on the business need / client.	SKILLSertifika will not develop direct relationship with any customer / client of AIC (BAMU) until a written confirmation from AIC (BAMU) based on business need / requirements, however in exceptional cases a verbal communication too can be consider.
2	<b>Marketing &amp; Support</b>	Promotions of iTAT and other related products over all social media account of AIC (BAMU) page ( LinkedIn, Facebook, Instagram , Youtube etc)	Promotions of iTAT and other related products over all social media account of SKILLSertifika ( LinkedIn, Facebook, Instagram , Youtube etc) to increase revenue margin for AIC (BAMU).
		All digital brochure will be circulated through AIC (BAMU) to all clients through WhatsApp or other platform.	All digital marketing material will be provided by SKILLSertifika to AIC (BAMU) - Free of cost and no charges applicable for any marketing material.
		Either organisation can use logo for marketing campaign and different promotional drives to generate sales	Either organisation can use logo for marketing campaign and different promotional drives to generate sales
		AIC (BAMU) will accept all digital marketing material from SS	All marketing material will be in the form of digital format due to pandemic
		AIC (BAMU) will invite SKILLSertifika on different podium, symposiums, webinars and seminars to present the views and services of company.	SKILLSertifika will support AIC (BAMU) in all different podium, symposiums, webinars and seminars to present the views and services of company.
3	<b>Delivery &amp; Support</b>	AIC (BAMU) will coordinate and organise sessions for delivery on the behalf of SKILLSertifika	SKILLSertifika will deliver all session on the behalf of AIC (BAMU) based on the business need and requirements.
		As per the customer need and requirement AIC (BAMU) can raise a request for delivery Online , offline , virtual & face to face (post pandemic)	Mode of Delivery will be : Online , offline , virtual & face to face (post pandemic)
	<b>Operation Support</b>		A 360 degree support will be provided by SKILLSertifika team to AIC (BAMU) , this support will include but NOT limited to :
		Data will be provided by AIC (BAMU) for booking of iTAT exam and other products of SKILLSertifika.	SKILLSertifika team will make and handover login credentials of each participants to AIC (BAMU)
		AIC (BAMU) will further co-ordinate with participants and share login credentials details	SKILLSertifika will team conduct the iTAT exam and will support candidates in case of any issue in login or any exam related problem
		AIC (BAMU) will ensure confidentiality and adherence of SKILLSertifika process for the amazing customer experience.	SKILLSertifika will release all certificate to participants ( any trouble ticket raised by participants will be ownership of SKILLSertifika to meet with the client requirements)
		AIC (BAMU) will collect all written / digital feedback of participants	SKILLSertifika will provide feedback form to AIC (BAMU) either in digital format or physical copy based on the business requirements.





## A 2. Revenue Sharing Model

S.No	Parameters	AIC (BAMU)	SKILLSertifika Global
1	<b>Sales &amp; Support</b>	Introduction of iTAT platform at institutional level, Relationship management and lead the sales from front end for iTAT and other products of SKILLSertifika	SKILLSertifika will support AIC (BAMU) in promotion activities as per the requirement . iTAT Programme will be free of cost for AIC. For rest of the programmes SS and AIC will decide on revenue sharing model
	Repeat Sales	Credit will go to AIC (BAMU) for repeat sales in term of revenue margins.	SKILLSertifika will give credit to AIC (BAMU) for repeat sales from same customer.
2	<b>Relationship Management</b>	AIC (BAMU) will allow SKILLSertifika to have discussion with end client based on the business need / client.	SKILLSertifika will not develop direct relationship with any customer / client of AIC(BAMU) until a written confirmation from AIC(BAMU) based on business need / requirements, however in exceptional cases a verbal communication too can be consider.
	<b>Marketing &amp; Support</b>	Promotions of iTAT and other related products over all social media account of AIC(BAMU) page ( LinkedIn, Facebook, Instagram , Youtube etc)	Promotions of iTAT and other related products over all social media account of SKILLSertifika ( LinkedIn, Facebook, Instagram , Youtube etc) to increase revenue margin for AIC(BAMU).
3		All digital brochure will be circulated through AIC (BAMU) to all clients through WhatsApp or other platform.	All digital marketing material will be provided by SKILLSertifika to AIC (BAMU) - Free of cost and no charges applicable for any marketing material.
		Either organisation can use logo for marketing campaign and different promotional drives to generate sales	Either organisation can use logo for marketing campaign and different promotional drives to generate sales
4	<b>Delivery &amp; Support</b>	AIC(BAMU) will accept all digital marketing material from SS	All marketing material will be in the form of digital format due to pandemic
		AIC(BAMU) will invite SKILLSertifika on different podium, symposiums, webinars and seminars to present the views and services of company.	SKILLSertifika will support AIC (BAMU) ( in all different podium, symposiums, webinars and seminars to present the views and services of company.
5	<b>Operation Support</b>	AIC (BAMU) will coordinate and organise sessions for delivery on the behalf of SKILLSertifika	SKILLSertifika will deliver all session on the behalf of AIC (BAMU) based on the business need and requirements.
		As per the customer need and requirement AIC(BAMU) can raise a request for delivery Online , offline , virtual & face to face (post pandemic)	Mode of Delivery will be : Online , offline , virtual & face to face (post pandemic)
6	<b>Payment Collection</b>	Data will be provided by AIC (BAMU) for booking of iTAT exam and other products of SKILLSertifika.	A 360 degree support will be provided by SKILLSertifika team to AIC (BAMU) , this support will include but NOT limited to :
		AIC(BAMU) will further co-ordinate with participants and share login credentials details	SKILLSertifika team will make and handover login credentials of each participants to AIC(BAMU)
7		AIC(BAMU) will ensure confidentiality and adherence of SKILLSertifika process for the amazing customer experience.	SKILLSertifika will team conduct the iTAT exam and will support candidates in case of any issue in login or any exam related problem
		AIC (BAMU) will collect all written / digital feedback of participants	SKILLSertifika will release all certificate to participants ( any trouble ticket raised by participants will be ownership of SKILLSertifika to meet with the client requirements)
8		ITAT programme is free of cost other than ITAT Either organisation can collect the payment and raise invoice as per the business requirements	SKILLSertifika will provide feedback form to AIC(BAMU) either in digital format or physical copy based on the business requirements.
		Both the organisations are liable to adhere tax liabilities as per the government of India rules, regulations and processes (if there is revenue involved)	SKILLSertifika will allow AIC (BAMU) to use the payment gateway for transaction and accordingly invoice will be raised by either organisation.
9		Both the organisations are liable to adhere tax liabilities as per the government of India rules, regulations and processes (if there is revenue involved)	Both the organisations are liable to adhere tax liabilities as per the government of India rules, regulations and processes (if there is revenue involved)



## B- Profit Sharing

**On selling of every SKILLSertifika iTAT Assessment or Training Modules, AIC - BAMU Foundation will be entitled to 30% profit from the revenue generated through AIC**

### 2. NON-EXCLUSIVITY

**No exclusivity is formed by virtue of this agreement and neither party shall be obligated to make offers to the other related to any business.**

### 3. TERM

**This agreement shall commence on the date first written above and remain in full force and effect for an initial period of 1 year as initial term. At the end of the initial term, this agreement will automatically renew in one year increments as "Renewal Term", unless and until this agreement is terminated in accordance with Section 4 hereinafter.**

### 4. TERMINATION

**Either party shall have the right to terminate this agreement, effective as of the end of the initial term or any renewal term, by providing the other with written notice of termination at least thirty (30) days prior to the end of such initial term or renewal term. Neither party shall have the right to terminate this agreement at any other time, unless such termination is mutually agreed to by the parties hereto. The partnership shall terminate upon termination of this agreement.**

### 5. CONFIDENTIAL INFORMATION

**The non-disclosure agreement need to be engaged by the parties is applicable to the partnership and shall apply in full force and effect to any and all confidential information exchanged or otherwise accessed by a party under this agreement.**





## 6. FURTHER ACTIONS

The parties shall execute any documents and take all appropriate actions as may be necessary to give effect to the partnership.

## 7. ASSIGNMENT

Neither party shall assign or transfer any of its rights or obligations here under without the prior written consent of the other party, except to a successor in ownership of all or substantially all of the assets of the assigning party if the successor in ownership expressly assumes in writing the terms and conditions of this agreement. Any such attempted assignment without written consent will be void. This agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the parties.

## 8. GOVERNING LAWS & JURISDICTION

This agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at New Delhi.

## 9. COUNTERPARTS

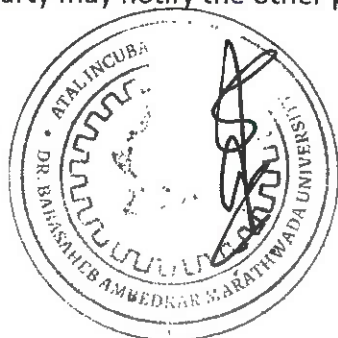
This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

## 10. SEVERABILITY

The parties recognize the uncertainty of the law with respect to certain provisions of this agreement and expressly stipulate that this agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this agreement will be unaffected.

## 11. NOTICES

All notices, requests or other communication made or required to be given under this agreement shall be in writing and shall be delivered personally or by prepaid registered post acknowledgement due or by courier to the respective address of the parties mentioned in this agreement or such address as one party may notify the other party in writing and shall be deemed to be served:



- (a) If it is personally delivered/by courier at the time of delivery or acknowledgement taken, or  
(b) If it is delivered by registered post, three days after posting thereof.

## 12. HEADINGS

Paragraph headings used in this agreement are for reference only and shall not be used or relied upon in the interpretation of this agreement.

## 13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, DAMAGES OR LOSS OF PROFIT ETC. ARISING OUT OF OR IN RELATION TO THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTRARY CONTAINED HEREIN, EITHER PARTIES TOTAL LIABILITY UNDER THIS AGREEMENT IN ANY CIRCUMSTANCES WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE UNDER THIS AGREEMENT FOR THE SERVICES AVAILED OF BY PARTIES UP TO DATE OF TERMINATION/EXPIRY OF THIS AGREEMENT.

## 14. DISPUTE RESOLUTION

In the event of any unresolved dispute or difference of any nature whatsoever between PARTY 1 & PARTY 2 arise out of this agreement, it will be referred to arbitration. The arbitration proceedings shall be conducted in New Delhi, India in English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and enactments / modifications, if any, thereof.

## 15. ENTIRE AGREEMENT

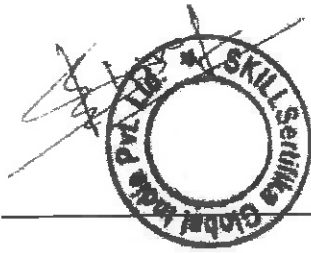
This agreement contains the entire agreement and understanding between the parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the parties with respect to the subject matter hereof. This agreement may not be modified in any manner except by written amendment executed by each party hereto.





In witness whereof, the parties have caused this strategic partnership agreement to be duly executed and delivered as of the date first written above.

SKILLSERTIFIKA GLOBAL INDIA PVT. LTD.



Shivam Dabral

CO-Founder & COO

Date:

ATAL INCUBATION CENTER - BAMU  
FOUNDATION

Amit Ranjan  
Chief Executive Officer  
AIC-BAMU Foundation  
Atal Incubation Centre

*Dr. Babasaheb Ambedkar Marathwada University  
Supported by Maharashtra State Innovation  
Society, Govt. of Maharashtra & Atal Innovation  
Mission, NITI Aayog, Govt. of India*

Amit Ranjan

Chief Executive Officer

Date: 29.07.21

