





Memorandum of Understanding

Is executed on 12th August, 2021

Between

JECRC Foundation, Jaipur, India

&

Upflairs Pvt. Ltd.

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the initial framework for cooperation between JECRC, Jaipur Shri Ram ki Nangal via RIICO, Tonk Rd, Sitapura, Jaipur, Rajasthan 302022, India and Upflairs Pvt. Ltd., E-16/1, Lal Bahadur Nagar, Near Dirgapura Flyover, Jaipur-302018, Rajasthan

Jaipur Engineering College & Research Center, (hereinafter referred to as "JECRC Jaipur" which expressions shall mean and include, unless repugnant to the context or meaning thereof its successors-in-interest and permitted assigns) a college, with its campus at Shri Ram ki Nangal via RIICO, Tonk Rd, Sitapura, Jaipur, Rajasthan 30202, has authorized Principal Dr Vinay Kumar Chandna to enter into this MoU on its behalf as the FIRST PARTY.

AND

Upflairs Pvt. Ltd. (CIN -U80904RJ2021PTC076414), which expressions shall mean and include, unless repugnant to the context or meaning thereof its successors and permitted assigns has authorized **Mr. Siddharth Singh** to enter into this **MoU** as the **SECOND PARTY**;

"JECRC, JAIPUR" and "Upflairs" are hereinafter, wherever the context so admits, collectively referred to as the "Parties" and individually as a "Party".

AND WHEREAS the purpose of MoU is to establish an understanding of mutual cooperation between **JECRC**, **JAIPUR** and **Upflairs**, providing a common platform for deriving mutual advantages in their pursuit of higher learning in general and benefiting the students, along the **For Upflairs** in given advantages.

Authorised Signatory

Sidahath Sign

PRINCIPAL

JOSEPH Fingineeting College &

Research Centre









Article I: Objectives and Scope

To derive mutual concerns in pursuit of technical exposure to improve technical skills of JECRC, JAIPUR students and providing technical solutions along with enhancement of technical knowledge and expertise for improved products.

The initially proposed activities within the scope of the current MoU are:

- 1. **Upflairs** will provide industrial exposure to selected students of JECRC foundation, JAIPUR by way of internship and training opportunities to the extent of feasibility and requirement.
- 2. **Upflairs** will reward an opportunity for the selected students to become a part of Upflairs and work on the development of new products.
- 3. **Upflairs** will surely extend its necessary support to deliver Workshops/Seminars/guest lectures to the students on trending technology mostly on weekends or mutually agreed on the date by both the parties & honorarium will be paid according to JECRC foundation, JAIPUR policy.
- 4. **Upflairs** will guide students of JECRC foundation, JAIPUR on the emerging technologies in order to bridge the skill gap & make them industry ready.
- 5. **Upflairs** shall believe in sharing knowledge & capability in the concerned areas for mutual benefits & become trusted partners in the area of knowledge enrichment.
- 6. **Upflairs** will provide guidance to the students in their academic projects.
- 7. **Upflairs** will give an opportunity to the selected students to work on the live projects / industry-oriented projects.
- 8. **Upflairs** could play a key role in technical up gradation, innovation & competitiveness of the industry. Both parties believe that close co-operation between the two would be of major benefits to the students to enhance their skill & knowledge.
- 9. JECRC foundation, JAIPUR to consider **Upflairs** as preferred employer.
- 10. **Upflairs** to consider absorption of JECRC foundation, JAIPUR students working on **Upflairs** projects based on student performance and extent of feasibility.
- 11. Defining new areas of collaboration that have not been foreseen, but can be beneficial to the Parties.
- 12. With mutual consent, JECRC foundation, JAIPUR & **Upflairs** will benefit each other in terms of new connections.
- 13. JECRC foundation, JAIPUR will cooperate with Upflairs in promoting its initiative in the form of an open community that will motivate the students to develop a career in the latest technology. Also, JECRC foundation, JAIPUR will allow **Upflairs** in making its students, representatives of this initiative in the university campus and the events organized in this regard.

For Upflairs Phyate Limited

Authorised Signatory

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Article II: Confidentiality / Secrecy

Each Party and its students, its employees and anyone acting under it for the purpose of this MOU shall maintain strict confidentiality of the information belonging to the other party that may have come into its / their possession of knowledge because of the collaboration activities under this MOU. Such information shall not be divested or disclosed to any other third party under any circumstances, whatsoever, without obtaining prior written approval from the other party.

"Confidential Information" in this MOU shall mean confidential information and proprietary information concerning JECRC foundation, JAIPUR and Upflairs including and without limitation: trade secrets, secret information, technical processes, finances, software language codes, any research material, text, dealings, and methods of dealings with the clients or the customers and its employees together with similar information of confidential or proprietary nature relating to JECRC foundation, JAIPUR and Upflairs suppliers, employees, agents, distributors, customers and relationship of special trust and confidence with the clients or customers and employees.

Both the parties agree that during and after the term of this MOU, they shall use the confidential information solely for the purpose of performing their obligations and/or exercising their rights under this MOU, and shall not disclose to any third party any confidential information without the prior written consent of the other party.

Article III: Non-Exclusivity

The relationship of the Parties under this MOU shall be non-exclusive and both Parties, including their affiliates, subsidiaries and divisions are free to pursue other collaborations of any kind.

Article IV MOU Terms & Conditions:-

- a) Upflairs will provide some Free/Discounts coupons to JECRC foundation, JAIPUR for online training to our online portal https://upflairs.com/.
- b) Upflairs will provide a Pre Demo of 1 day for students of JECRC foundation, JAIPUR before the commencing of In-campus/Online training.
- c) Upflairs and JECRC foundation, Jaipur have come together to collaborate and conduct Industrial Training, Internship, Project Guidance, workshops and Entrepreneurships for students of JECRC foundation, JAIPUR.

For Upflairs Private Limited Sidhath Sino

Authorised Signatory

JalpurEngineeting College & Research Centre Tonk Road, Japur-30:021









- d) **Upflairs** will provide **internship opportunities** to the students of **JECRC** foundation, **JAIPUR** (the students who will attend in-campus training will be preferred) on the domain company works and provide stipend for the same. Internship opportunities are solely dependent on the performance of students during interviews conducted by Upflairs.
- e) **JECRC** foundation, **JAIPUR** will provide Lab infrastructure covering training space, lighting, air conditioning, furniture, computer hardware, UPS supply etc. required for Training.
- f) All software required for Internship/ training/workshops will be arranged by **Upflairs** at its own cost & will remain the sole property of Upflairs will issue certificates to all students who successfully complete the training/workshop.
- g) This **MOU** is valid for **Three (3)** years from the date of signing this agreement and may be renewed by mutual consent later.
- h) Either party may terminate this MOU by giving ONE month advance notice in writing to the other Party.
- i) The provisions of the MOU may be amended at any time with the mutual consent of the Parties in writing.
- j) The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination and expiration, unless otherwise agreed upon between the Parties.
- k) JECRC foundation, JAIPUR agrees not to hire Engineers employed by Upflairs.
- l) Each party agrees that the existence and terms of this MOU are confidential and shall not be disclosed to any third party.
- m) Training material to the students in soft-form will be provided by **Upflairs.**

Both the parties mutually agree to sign the Memorandum of Understanding.

Either party may terminate this Agreement upon prior written notice to the other party, which will however be subject to compliance to completion of all commitments made. Notwithstanding any such termination, both parties shall ensure that all activities in progress are completed successfully.

For Uphairs Private Limited

Authorised Signatory

PRINCIPAL jalpunEngineesting College & Research Centro







Article IV: Contact Persons

Authorised persons for the said MoU from both the sides would be as follows:

For Upflairs Private Limited

Signature: _Siddhath Smol

Authorised Signatory

Date

: 12/02/21

Signature:

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Research Centre

Date

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Name: Dr Vinay Kumar Chandna		Name: Siddharth Singh
Designation: Principal		Designation: Director
Contact Details:		Contact Details: 9251494002
Email ID: principal@jecrc.ac.in		Email ID : siddharth@upflairs.com
JECRC foundation, Jaipur, India		Upflairs Pvt. Ltd. Jaipur

Witness 1

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Witness 2.

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