



Memorandum Of Understanding
between
SGT University
Chandu-Budhera, Gurugram Badali Road
Gurugram, Haryana-122505
Represented by:
Registrar
SGT University
and

- 1.1. Indian Blockchain Alliance, a Company registered under the Companies Act 1956 with LLP No: AAK 6725, having its registered office at 10, Hauz Rani Road, Block G 5, Malviya Nagar, New Delhi, Delhi, India(hereinafter referred to as "IBA")
 2. TPCRA World, a proprietorship firm with Regn. No. 07AILPB6116H1ZH having its registered office at G-20, Ganga Apt, Near PGGS, Alaknanda, New Delhi- 19
- Both Represented by: Mr. Ritesh Kumar Srivastava
Director, TPCRA World

Towards
Global Blockchain Centre of Excellence,
SGT University
Powered by
India Blockchain Alliance, TPCRA World and Dragonchain,
USA



This Memorandum of Understanding ("MOU") is executed as of date: 23rd June 23, 2021("Effective Date") between

Party 1 - SGT University, Chandu-Budhera, Gurugram Badali Road, Gurugram, Haryana-122505 (hereinafter referred to as "UNIVERSITY" or "Party 1" which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the Party 1).

Faculty of Engineering & Technology was formed with a goal to find solutions to the greatest technological and social problems of the 21st century. The students here are trained to become future leaders who will have the capability to lead giant organizations in the emerging corporate landscape. SGT University is dedicated to provide students with real world and practical academic exposure that will transform them into successful professionals.

AND

Party 2 -

2. Indian Blockchain Alliance (hereinafter referred to as "IBA") a Company registered under the Companies Act 1956 **LLP No: AAK 6725**, having its registered office at 10, Hauz Rani Road, Block G 5, Malviya Nagar, New Delhi, Delhi, India

And

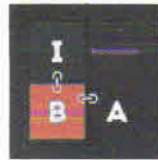
3. TPCRA World a proprietorship firm with Regn. No. 07AILPB6116H1ZH having its registered office at G-20, Ganga Apt, Near PGGS, Alaknanda, New Delhi- 19

("TPCRA World")

(Both IBA and TPCRA World are hereinafter jointly referred to as "Party 2" which expression shall, unless repugnant to the context or meaning thereof, includes their successor in office, legal representatives and permitted assigns of Party 2

PREAMBLE

Whereas Party 2 represents and warrants that TPCRA World is premium Partner of IBA For Execution Of Centre of Excellence (hereinafter referred to as "CoE") in India . TPCRA World along with IBA promotes all emerging technologies like Blockchain, AI, IoT, AR-VR, Robotics and other latest technologies by having collaborations across the Globe. The working model is wherein targeted specialist and expert Global companies are engaged to develop projects and contents to be delivered in Education Institutions, Industry or Government depending on the Service extended.



Whereas Party 2 further represents and warrants that The India Blockchain Alliance, IBA was established in 2010, with the purpose of mutual assistance in the field of business development, networking, cooperation and a joint approach to defending the interests of the members of the alliance. It also seeks to raise awareness of the importance of the blockchain technology among the professional and lay public, and, therefore, organizes various events and training courses. It also cooperates with the government authorities in the field of the relevant legislation.

The India Blockchain Alliance is a key player in the process of creating a setting that will transform India into a global blockchain destination. The members will work harmoniously and in unison for the benefit of the individual and collective business development of blockchain companies.

Today, (IBA /TPCRA World) is the most influential voice in the blockchain industry. It is a not-for-profit organization that promotes evidence-based adoption of Blockchain and Distributed Ledger Technologies (DLT) across the public and private sectors.

Whereas, SGT UNIVERSITY (hereinafter referred to as "UNIVERSITY"), at its various engineering and sciences departments is envisioned with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Party 2, is engaged in training, research and development blockchain and emerging technologies, research, design and development and consultancy in the field of Blockchain, Fintech, DeFi and multiple emerging technologies and related fields.

WHEREAS, both UNIVERSITY and Party 2, now

Recognizing the importance of research and development in the areas of blockchain and multiple emerging technologies, as well as imparting industrial training to the engineering/technology/sciences students and professionals.

Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to blockchain and multiple emerging technologies.

Desiring to club their efforts by pooling their expertise and resources

Networking with collaborations in the emerging area of Blockchain Technology

Generating outcomes in terms of better opportunities to the beneficiaries in terms of projects, internship, consultancy



INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on blockchain and multiple emerging technologies.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both UNIVERSITY and Party 2 hereby acknowledge, UNIVERSITY and Party 2 hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between UNIVERSITY and Party2 for enhancing the availability of highly qualified manpower in the areas of blockchain and multiple emerging technologies without any prejudice to prevailing rules and regulations in UNIVERSITY and Party 2 World without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to UNIVERSITY and Party2 . The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both UNIVERSITY and Party 2 World shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through setting up a Centre of Excellence with the skills hub where government and industry will secure blockchain expertise and all their resource requirements. The Center of Excellence at Faculty of Engineering & Technology, SGT University cofounded by Party 1, Party 2 and DragonChain, USA (alliance partner of Party 2) which would be called

Global Blockchain Centre of Excellence,

SGT University

Powered by

India Blockchain Alliance, TPCRA World and Dragonchain,
USA

is developed and will be enhanced with collaborators in global blockchain industry organization, Queensland Government, Blockchain Collective, Local Australian



companies and evolving partnerships of either parties to deliver the goals. The activities carried out in the CoE will be

Education/ training / certification
Integrated programs with International Universities
Internships
Strategic mentoring
Business networking
Government partnership projects
Joint Research Funding Opportunities
Industry events
Blockchain Employment Placements
Blockchain Consulting
Joint Consultancies

Party 2 represents and warrants that The UNIVERSITY and Party 2 will also be able to connect, collaborate with the alliance partners of IBA & TPCRA World, including but not limited to Spark+ Technologies, India Accelerator, Dragonchain, Threefold, Findexable, Epoch Lifespace, CNETV, BeInCrypto, Nordic Blockchain Association, Edge 196, Nemiro, Pangea Ultima, PKVC Fund and The Guap Foundation , jointly in these activities

Besides the above the following activities are also proposed, the modalities of which will be agreed mutually between the Parties on a case to case basis:

Organization of joint conferences and seminars;
Practical training of UNIVERSITY students, professionals
Joint guidance of student projects in blockchain and multiple emerging technologies and other areas of national interest at UNIVERSITY by Party 2 on mutually agreeable terms.
Party 2 may depute its personnel as visiting faculty at university to teach any of the regular Course or specialized topics when requested.
Party 2 may assist in recommending an expert faculty to deliver courses/workshops/trainings to the students/staff of UNIVERSITY.
Gateway towards the learning opportunities, internships and advance education to the universities who also become part of the alliance.
Party 2 may showcase its business activities at the seminar/workshop/conference, etc. at UNIVERSITY.
In any of the projects mentioned, wherever financial aspects are involved, amount, payment conditions, etc. would be agreed clearly in writing before starting the activity.



ARTICLE-III:

SHARING OF FACILITIES

UNIVERSITY and Party 2 shall make provisions to share their respective important infrastructure facilities in order to promote academic and research interaction in the areas of cooperation.

Party 2 and UNIVERSITY will be sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

The collaborative programme between UNIVERSITY and Party 2 shall be executed by an Executive committee appointed by Directors/Dean of both the Organizations /Institutes and the said committee shall define the charter and modalities of each such collaborative programme before commencement of the same.

Financial arrangements for each specific collaboration wherever applicable will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

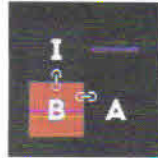
ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

This MOU shall be effective from the date of its execution by both the parties.

The duration of the MOU shall be for a period of 5 years from the effective date.

During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

Any clause or article of the MOU may be modified or amended by mutual agreement of IBA/TPCRA World and UNIVERSITY.



ARTICLE-VI: Intellectual Property Right

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail.

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both UNIVERSITY and Party 2 will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both UNIVERSITY and Party 2 shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MOU or projects.

Further both UNIVERSITY and Party 2 shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MOU or any subsequent MOU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or



specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

is or becomes publicly available through no fault of the receiving party, is already in the rightful possession of the receiving party prior to its receipt of such data or information;

is independently developed by the receiving party without reference to the confidential information of the disclosing party I

is rightfully obtained by the receiving party from a third party or is in the public domain

is disclosed with the written consent of the party whose information it is, or

is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the MOU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MOU and have the effect of modifying the MOU to the extent required by such amendment or agenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

This MOU shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at New Delhi.

The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MOU both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be New Delhi and Language of arbitration shall be in English.



ARTICLE-X: MISCELLANEOUS

Each Party warrants to the other that it validly exists under applicable laws and has the requisite status and authority to enter into and perform this MOU, which is executed by its duly authorized representatives.

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MOU.

Both UNIVERSITY and Party 2 shall not, during the term of this MOU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this MOU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

ARTICLE-XI: WARRANTIES

Party 2 represents and warrants that it has all legally valid authorisations, permissions, licences and rights to enter into this MOU and has the requisite partnerships, arrangements, alliances and/or collaborations as has been represented by Party 2 in this MOU including the Preamble to this MOU. Party 2 further acknowledges that UNIVERSITY has entered into this MOU solely relying on the aforesaid representations of Party 2 and therefore Party 2 hereby undertakes and agrees to indemnify and keep and hold UNIVERSITY and its officers, directors, employees indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of any of the aforesaid representations and warranties being false, incorrect or legally invalid due to any reason whatsoever.



Party 2 further represents, warrants and undertakes that it shall immediately inform SGT if any of the aforesaid partnership, arrangements, alliances and/or collaborations are terminated or expire or become legally invalid or Party 2 ceases to exercise the rights/authorities mentioned herein (for any reason whatsoever). In case of any foregoing contingency occur, UNIVERSITY shall in its sole discretion decide the future of this MOU and shall have the absolute right to terminate this MOU with immediate effect without any liability.

ARTICLE- XII : INDEMNITY

Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non Defaulting Party") and its officers, directors, employees indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising (i) as a consequence of or out of this MOU or (ii) arising from any breach of terms and conditions of this MOU or (iii) by reason of any acts, defaults, deeds, things, omissions and commissions committed or omitted by the Defaulting Party including any third party claims for infringement of intellectual property rights.

ARTICLE-XIII-INDEPENDENT CONTRACTORS

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.

ARTICLE-XIV: FORCE MAJEURE

If the performance of this MOU or of any obligation hereunder is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected party, such party, upon prompt written notice to the other party, shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.



WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

IBA & TPCRA World



Mr Ritesh Kumar Srivastava
Director, TPCRA World
director@tpcraworld.com
Date 23rd June 2021

Witness 1

Name Mrs Priya Saxena
Signature

SGT University



Date 23rd June 2021

Witness 2

Name
Signature