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Description of Document

**Property Description** 

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First Party

Second Party

Stamp Duty Paid By

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Article 5 Agreement or Memorandum of an Agreement

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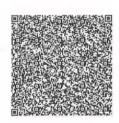
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ATIIT PVT LTD

INDIAN INSTITUTE OF TECHNOLOGY MANDI

ATIIT PVT LTD

(One Hundred only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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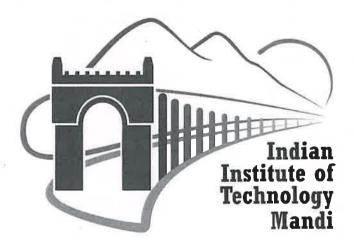
Main Chohatta Bazar Mandi (H.P.)

# Memorandum of Understanding (MOU) Between



**ATIIT Private Limited** 103, Siddharth Apartment, Unit 9, Road No 8, Bhoinagar, Saheed Nagar Bhubaneswar, Odisha

and



Indian Institute of Technology Parashar Road, Tehsil Sadar, Near Kataula, Kamand, Himachal Pradesh 175005



#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into and executed at IIT Mandi Campus, Parashar Road, Tehsil Sadar, Near Kataula, Kamand, Himachal Pradesh 175005, as on this 1317 day of 2024 (hereinafter referred to as the "Effective Day").

BY AND BETWEEN

Indian Institute of Technology Mandi, having its Office at Indian Institute of Technology Mandi, Parashar Road, Tehsil Sadar, Near Kataula, Kamand, Himachal Pradesh 175005, (hereinafter referred to as "IITM"), (which expression shall, unless repugnant to the meaning and context, mean and include its successors, executors and permitted assigns).

#### AND

ATIIT Private Limited, 103, Siddharth Apartment, Unit 9, Road No 8, Bhoinagar, Saheed Nagar, Bhubaneswar, Odisha, (hereinafter referred to as "Service Provider"), (which expression shall, unless repugnant to the meaning and context, mean and include its successors, executors and permitted assigns).

ATIIT Private Limited (Advanced Trainings in Information and Intelligent Tech's Pvt Ltd) will be engaged in the business of Education Technology, Skill Development, Product Development Services in the fields of Information Technology and related fields into online training and introduce multiple Short Certification courses of advanced and emerging technologies such as IOT, AI, ML, Data Analytics, NLP, Blockchain, Full Stack Development and other subjects within scope of IITM and other eminent institutes to start with.

The objective is to ensure that its students are exposed to high end, industry specific, future oriented curriculum and enhance their skills in specific timeframe. The focus is on complete knowledge base transformation by the best learned scholars, experts and specialists. The objective is to bring in the best minds, scholars, experts and training closer.

The Corporate Identity Number of ATIIT Private Limited is U85500OD2023PTC044202. The Permanent Account Number (PAN) of the company is AAZCA6617P.

IITM and Service Provider shall hereinafter also collectively be referred to as "Parties" and individually referred to as the "Party".

NOW THEREFORE, IN VIEW OF THE FOREGOING PREMISES AND IN FURTHER CONSIDERATION OF MUTUAL CONVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:

**CLAUSE 1: INTENT OF WORK** 

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ATIIT Private Limited intends to collaborate with IITM for Short and Long Certificate Courses with alumni status for long courses.

Through this Memorandum of Understanding, IITM and Service Provider hereby agree to jointly launch and conduct courses on non-exclusive but as unique and unshared basis.

In order to achieve the above objectives, the parties have agreed to work together and execute this MoU which covers a broader understanding to jointly offered Courses, the details of which may be decided by both parties as and when applicable. It is hereby agreed that parties may launch and conduct any course on the terms and conditions as may be mutually agreed between the parties hereto.

The Courses will be conducted in Online (Digital) mode. Any change in mode of the delivery (online / offline) will require prior approval of IITM as mentioned in Clause 3. viii.

The parties with an aim of having greater outreach have agreed to promote the courses in India and globally. The students who complete the program shall be awarded a joint certificate by the Service Provider and IITM for the said programs of 3 to 6 months along with alumni status for courses with 1-2 years duration like MTech and other appropriate courses.

The faculties and budding graduates from the institutions could play a key role in knowledge and technological up-gradation, innovation and competitiveness of the students and learners. Both parties believe that close co-operation between the two would be of major benefit to the students and professional communities to enhance and up skill their abilities and knowledge.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required, maintain records for offering the Programs on the terms specified herein and comply accordingly.

Both IITM and ATIIT will cooperate and support for the promotion of each other wherever possible like in Websites, Webinars, Conferences, Seminars, social media etc. and act as a team mentioning clearly the association in each other's website and share photographs, logo's etc. so that both can promote each other in all possible platforms. IITM and ATIIT will exchange high resolution logo's to be used responsibly in websites, certificates, merchandise etc. with mutual consent and prior knowledge of each other.

Service Provider will promote IITM and its involved faculties beyond regular demography, provide co-branding opportunities whenever possible across industries and corporates, continue effort to create steady revenue inflow, collaborate for research and development, promote related activities of IITM across platforms and websites, branding across various level.

### **CLAUSE 2: OBLIGATIONS OF THE SERVICE PROVIDER**

 To ensure timely delivery of courses in consultation with the concerned course coordinators. To ensure the scheduling and delivery of classes, the enrolments after planning with the responsible faculties of IITM.

Understanding IIT Mandi & AIITM

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- ii. To ensure that all the activities being carried out in a transparent, legal and ethical manner, adhering to the best industry practices.
- iii. To conduct its processes without any adverse impact on the brand IITM and its programs.
- iv. To bear all the recurring and non-recurring expenditure, (like visits for press conferences, seminars, conferences representing ATIIT etc.) to carry out various activities in relation to all the programs.
- v. All Digital promotional materials will be designed by in house creative team of experts of service provider or its agencies / free lancers as per brand guidelines by IITM.
- vi. To ensure the compliance of all international copyright norms and plagiarism policies when developing the digital learning material in consultation with the Program coordinators(s) from IITM.
- vii. To appoint all the faculties for the Service Provider as per the specifications and pay their remuneration and all other expenses in relation thereto. IITM shall have no legal, moral, equitable, financial or other responsibilities or duties towards such staff.
- viii. To station at 1 least staff at IITM campus to enable better coordination between IITM and the service provider. IITM will provide a place for a seat in the campus to deliver the work
- ix. To provide assistance in internship(s), training(s), placement(s) and other activities as prescribed by IITM for the purpose of students enrolled for the given programs going forward.
- x. To install all software's from time to time for the integration of Service Provider operations and systems; and to ensure the accuracy of information provided to IITM through various IT systems or as per necessity.
- xi. To ensure that guidelines issued by IITM for approved courses are followed for admission, examinations and academic matters of the program.
- xii. To assist Program Coordinator(s) from IITM in the conceptualization and development of the courses.
- xiii. To assist Program Coordinator(s) from IITM in content creation for live (synchronous) and recorded (asynchronous) online courses as required. This involves content creation in the form of recorded videos, power point slides, reading material and assistance in developing tutorial exercises, assignments and question papers for evaluation/examinations.
- xiv. To assist Program Coordinator(s) from IITM in finalization of the target audience, prediction of enrolment and lead management, date of commencement of program, assessment of the market and competitors offering courses on similar topic.
- xv. To provide and support program delivery platform, programmer management software and hardware support including the maintenance and monitoring
- xvi. To manage pre-enrolment, enrolment and post enrolment steps. This includes providing application management of the students, maintenance of students and program records, online and offline consultation to the students, as well as email-based tracking and resolution of their queries.
- xvii. To follow IITM guidelines and process for the launch of the program while ensuring the protection of the brand of IITM as per the procedure outlined below:

- a) To seek written permission before using the brand name IITM or its logo for public dissemination intended either at marketing, or publicity or any activity required to promote the course.
- b) Not to misuse the brand name of IITM for anything this falls outside of the scope of approved course.
- c) The Service Provider shall provide IITM with the curriculum vitae of all faculty providing services in relation to the given programs for prior approval for TTT (Train the Trainer) programs. The service provider shall request IITM of any changes well in advance for approval.
- d) The Service Provider shall submit reports in the prescribed formats at regular intervals as required by IITM.
- xviii. To bear the risk of financial obligation of payment to IITM as specified in Clause 4(ii).
- xix. The Service Provider shall at its own expense send teaching staffs and other representatives to training courses organized or prescribed by IITM from time to time.
- xx. The Service Provider shall not and is not empowered to make any financial or any other commitment on behalf of IITM.
- xxi. The Service Provider shall be responsible for payment of all its taxes, duties, levies, fees and other similar costs arising as a result of or in connection with the transactions contemplated under this MOU. Both Service Provider and IITM will be responsible for their own taxes, GST and levies obligations as applicable.
- xxii. The Service Provider will execute and submit all the documents and comply with all the formalities, as and when prescribed by IITM; and shall strictly adhere to the policies, instructions, guidelines, standing orders etc. as issued by IITM from time to time.
- xxiii. In the event of any criminal proceedings of whatsoever nature or any civil proceedings relating to any educational matters or otherwise adjudged as detrimental to the interest of IITM before any court of law or statutory authority pending or levied against the Service Provider or any of its member(s) or their family member(s) or any person associated with the Service Provider shall render the Service Provider ineligible for this arrangement with IITM; and all proceedings undertaken in this matter will stand annulled, unless otherwise in specific decided by IITM.
- xxiv. The committee comprising representatives from IITM and Service Provider shall be responsible for disposal of complaints and disputes pertaining to the facilities and services provided and all other matters pertaining to the Service Provider.
- xxv. The Service Provider shall always fulfil its obligations with honesty and integrity and shall not act in any manner detrimental to the interest and goodwill of IITM.
- xxvi. All obligations and responsibilities of the Service Provider in terms of this MOU and communication issued from time to time shall be fulfilled fully and exclusively by the Service Provider. Service Provider will ensure the compliance of all international copyright norms and plagiarism policies when developing the digital learning material in consultation with the Program coordinator(s) from IITM.

#### **CLAUSE 3: RIGHTS AND OBLIGATIONS OF IIT MANDI**



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- All courses will be conducted under the strict supervision of the Program coordinators nominated by IITM and will provide the agreed training by including appropriate experts and professionals and their backups for effective delivery of the classes and ensure zero deviation from the schedules as per the enrolments.
- IITM has a right to supervise the activities carried out at the Service Provider for given programs through authorized representatives and also to keep regular and periodic control & checks with regard to services carried out there at.
- iii. Any payment will be made after the deduction of applicable taxes.
- iv. IITM will issue certification jointly with ATIIT as per course and title offered in association with Service Provider after successful completion of course to the enrolled students/professionals after assessment done by the Service Provider and certified by the coordinator nominated by IITM within 30 days after course completion.
- v. Curriculum Design: Though both parties will exchange suggestions and views in teaching / training methodology and suitably customize the curriculum for the Service Provider so that the students fit into the industrial scenario meaningfully. IITM will Develop, Deliver, Share, Support the curriculum and Train accordingly. Also Review to customize as per the need from time to time, to exceed expectations of the learners and beat other industry competitors.
- vi. IITM will evaluate, conduct online assessments, mock tests as and when appropriate and report and maintain records accordingly for and post assessments, prepare the learners for the industry with latest and world class tools, software's, hands on projects etc., ensure the learners get a better experience as compared to other service providers and institutions.
- vii. IITM to permit the interested learners to involve in Short Practical Training Programs, Workshops as and when appropriate and mutually agreed, depending on the courses. Interactions during Trainings & Visits. This will give an insight in to the latest developments / requirements of the target industries and also assist the marketing of the said courses as compared to other private competitors.
- viii. The training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to professional career. IITM will provide its Labs / Workshops for the hands-on training of the learners enrolled for selected courses with additional payments (Clause 4, v).
- ix. IITM will ensure that all batches and certifications are completed. Any delay has to be avoided once a batch is scheduled and advertised for enrolments.
- x. The batch size will be of 40 but can start with lesser number as well and in consultation with the Course Coordinators. A student who wouldn't clear the final and other assessments in one go will be given other chances to take up the assessments.

#### **CLAUSE 4: FINANCIAL TERMS AND CONDITIONS**

i. ATIIT website will be used for the registration of the learners along with collection of the course fees and any other charges that may arise.



- ii. IITM's share will be 50% (of the course fee / per student basis (after deduction of applicable taxes) for the entire duration of this MoU.
- iii. The payment to the course coordinators will be made directly by IITM as per their own discretion.
- iv. In case the course includes some portion wherein the participants are required to visit IITM campus, all expenses related to logistics (travel, accommodation, and food) will be borne by either the participant or the service provider.
- v. Taxes as per Government of India norms will be applicable.
- vi. Service provider will pay 50% of the applicable revenue within 1 month of the commencement of the batch(s) and the remaining 50% within 1 month of the batch(s) completion and certificates issued.

#### **CLAUSE 5: NON-EXCLUSIVITY**

The Service Provider will have the liberty at all times to make any similar or other arrangements with other institutions, organizations, individuals etc. at their own discretion, the courses conducted by IITM with the Service Provider will be unique and undivided.

#### **CLAUSE 6: INTELLECTUAL PROPERTY RIGHTS**

- i. All the learning content (slides, documents, problems, lab sessions, solutions and other content) created and offered by IITM faculty would remain the intellectual property of IITM and program coordinator(s). Special videos including promotional and educational will be owned by the Service Provider beyond the terms of this MoU.
- ii. Any platforms / tools created by IITM specifically for particular program will be the intellectual property of IITM and cannot be used in a recurring manner without providing the information to IITM.
- iii. All academic contents of the program will be abided by the copyright regulations and academic propriety.
- iv. The parties hereto agrees that Service Provider shall make advertisement regarding the said course with IITM logo in public domain including but not limited to over radio, TV, social media, Web or any other medium.

#### **CLAUSE 7: MATTERS NOT PROVIDED IN THE MOU**

The decision of the Director of IITM and the Director of ATIIT shall be final in respect of any dispute arising out of this association or on the question of interpretation, application etc. of any clause or provision.



#### **CLAUSE 8: TERM AND TERMINATION**

- The MOU shall be effective from the date of execution and shall be valid for 05 years, unless otherwise terminated as provided herein.
- ii. IITM may extend the period of MOU by such period as deemed fit by IITM. The decision of IITM shall be final with regard to the grant of extension of time.
- Unless otherwise expressly stated in writing by IITM, any transaction for the purpose of this MOU between the parties hereto subsequent to the termination of this MOU shall not be construed as any extension of this MOU or of any rights granted herein.
- iv. However, if the MOU is terminated for whatsoever reason, the responsibility of each party continues to exist till the completion of the course to which the students have been admitted.
- v. A six (6) month's advance written notice will be needed either by Service Provider or IITM and will have the obligations to complete all the on-going courses for all enrolled learners.

#### **CLAUSE 9: OTHER REMEDIES**

The right to terminate this MOU given under this MOU shall not prejudice any other right or remedy of IITM in respect of the breach concerned (if any) or any other breach.

#### **CLAUSE 10: EFFECT OF TERMINATION**

- i. The Service Provider shall on or before the termination date remove all signs which display or incorporate IITM name or its logo or marks in any form or style or combination displayed by the Service Provider and all these will be returned by the Service Provider at its own cost to IITM.
- ii. Without prejudice to any of the foregoing provisions of this Clause, the Service Provider shall on or before the termination date remove or cause to be effaced any notices of any kind whatsoever, which may imply or which may reasonably be considered as implying that the Service Provider is a Service Provider or associated with IITM in any other manner.
- iii. The Service Provider shall comply with all such directions, as may be issued by IITM
- iv. Programs already undergoing / started shall be completed for the respective durations and termination of this MOU, in whatever manner, shall not release the Service Provider from any other obligations or indebtedness owing to IITM unless otherwise specified or decided by IITM.

**CLAUSE 11: TRANSACTIONS AFTER TERMINATION** 

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If IITM continues to carry out any activity (ies) with the Service Provider after the termination of this MOU, this MOU shall not be construed as a waiver of termination or as a renewal of this MOU.

#### **CLAUSE 12: PUBLIC NOTICE**

ITM reserves the right to release a public notice in any newspaper(s) or publicize otherwise for informing the general public with respect to termination of this MOU; and IITM may also provide appropriate advice or instructions in such public notices. Further it is agreed by the Service Provider that it shall have no right to claim any compensations / damages or loss consequent to IITM having released such public notice or other action taken for this purpose.

#### CLAUSE 13: RELATIONSHIP BETWEEN THE PARTIES AND LIMITS OF AUTHORITY

- i. It is understood that the arrangement between the parties contemplated by this MOU shall be on a principal-to-principal basis. None of the provisions of this MOU will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the parties hereto and neither party by virtue of this MOU shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- The Service Provider has no right or authority to bind IITM by any contract or representation whatsoever with or to any third party. The Service Provider shall not act or attempt to act or represent itself directly or indirectly as an agent of IITM or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of IITM.
- iii. IITM shall not be responsible for any obligation raised directly or indirectly due to any of the acts / deeds performed or non-performed by the Service Provider or its staff and the Service Provider shall be solely responsible for all such matters & consequences thereof.

#### **CLAUSE 14: REPRESENTATION AND WARRANTIES**

The parties hereby represent and warrant to each other that:

- i. It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and as the legal power and; authority to sign this MOU, perform and comply with the duties and obligations under this MOU.
- ii. It has requisite legal power and authority to enter in this MOU and perform and comply with its duties and obligations under this MOU
- This MOU constitutes legal valid and binding obligations enforceable against it in accordance with the terms thereof.
- iv. Each party warrants that it has full power and authority to enter into this MOU and entering into or performing under this MOU will not violate any MOU it has with any third party.

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# **CLAUSE 15: NOTICES**

All notices and communications hereunder shall be required to be given in writing in English by either of the Parties hereto upon the other, and shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered A.D. / Speed Post / Courier / E-mail at the following addresses and such service shall be deemed to have been effected in the case of delivery by hand, on the date on which it is so delivered, and in the case of delivery by fax or email, the date of fax or email when confirmation of fax or e-mail is received and in case of delivery by Registered A.D. / Speed Post / Courier, seven days after the posting of the Registered A.D. / Speed Post / Courier.

If to IIT Mandi	If to the Service Provider
Director, Indian Institute of Technology	Director, ATIIT Pvt Ltd, 103, Siddharth
Mandi, Parashar Road, Tehsil Sadar, Near	Apartment, Unit 9, Road No 8,
Kataula, Kamand, Himachal Pradesh 175005	Bhoinagar, Saheed Nagar, Bhubaneswar, Odisha

#### **CLAUSE 16: COMPLIANCE OF APPLICABLE LAWS**

The Service Provider and IITM shall be responsible at all times to comply with all the legislations, enactments, laws, bylaws, rules and regulations, orders, notifications, directions, conditions etc., for the time being in force, issued by the government whether central, state, local or municipal and other autonomous bodies, statutory & regulatory authorities, as and if applicable, with respect to obligation set forth in the MOU.

#### **CLAUSE 17: PENALTY AND BONUSES/INCENTIVES**

There will be rewarding bonuses / incentives for Course Coordinators if they exceed expectations of the learners and the Service Provider and to be shared separately.

The Service Provider will evaluate the performance of Course Coordinators based on various parameters like the Industry Feedbacks, Learners Feedbacks, Schedule Adherences, Course Content Quality, Online Projects, Continuous Improvement Initiatives and its relevance to the Industry Standards and Best Practices.

#### **CLAUSE 18: DISPUTE RESOLUTION**

i. In the event of any controversy, dispute or difference arising out or in connection with or in relation to this MOU, the same shall be resolved amicably by the Parties hereto.



ii. In case of failure to resolve the controversy, dispute or difference, in an amicable manner, the same shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

# **CLAUSE 19: GOVERNING LAW AND JURISDICTION**

This MOU shall be construed as having been executed at IIT Mandi, Parashar Road, Tehsil Sadar, Near Kataula, Kamand, Himachal Pradesh 175005, India. This MOU and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India. The lawful, civil & other competent authorities and Courts of law, as the case may be, in all matters arising out of, touching or concerning this MOU, and each of the Parties hereby consents to the exclusive

jurisdiction of such lawful, civil & other competent authorities and Courts of law (and of the appropriate appellate courts there from), as the case may be, in any suit, action or proceeding brought in terms of this MOU and irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such suit, action or proceeding in any such lawful, civil & other competent authorities and Courts of law, as the case may be, or that any such suit, action or proceeding which is brought in any such lawful, civil & other competent authorities and Courts of law, as the case may be, has been brought in an inconvenient form.

#### **CLAUSE 20: MISCELLANEOUS AND GENERAL**

- i. Agreement Personal to the Service Provider: The Service Provider agrees and undertakes that it has to inform IITM to assign, transfer or otherwise deal with or dispose of the whole or any part of its rights, obligations or benefits under this MOU or its interest therein, either directly or indirectly to any other person(s), firm(s), company(s) or body of person(s). This doesn't apply in cases like if the Service Provider sell its shares, brings in an investor on equity basis, enters a JV or sell off the company or similar instances.
- ii. Operative MOU: All the facilities and services for the purpose of IITM's given programs shall be provided by the Service Provider subject to the terms and conditions of this MOU and such terms and conditions shall prevail over any oral communication made between IITM and the Service Provider at any point of time.
- cancellation of Prior Communications: This MOU contains the entire understanding between the Parties on the subject matter. This MOU is in substitution for and cancels all previous email communication / MOUs / Agreements or Arrangements (if any) between the parties hereto, whether written or oral, in connection with the subject matter hereof, provided that nothing contained herein shall be deemed to constitute a waiver by IITM of any of its rights in relation to any antecedent breach or non-adherence by the Service Provider of any such previous communication. Any instructions issued earlier or at the date of commencement of this MOU shall be deemed to have been issued subject to the terms of this MOU.



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- Waiver: Any waiver by IITM of a breach of any provision of this MOU by the Service iv. Provider shall not be considered as waiver of any subsequent breach of the same or any other provision hereof.
- Severability: If any provision of this MOU shall be or become invalid, illegal or V. unenforceable in any way and to any extent by reason of any existing or future rule of law, statute, order, directive or regulation applicable thereto or any other reason, then the same shall to the extent of such invalidity, illegality or unenforceability be deemed to be deleted from this MOU which shall remain in full force and effect as regards all its other provisions. The provision becoming invalid, illegal or unenforceable may be replaced with another provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision as deem appropriate by IITM.
- This MoU defines general terms and conditions of engagement between IITM and vi. Service Provider. The other specifics (course name, curriculum, contact hours, evaluation scheme, feedback, name and CVs of experts, financials etc.) of each course will be jointly decided by IITM and the service provider.

IN THE WITNESS HERE OF, the parties hereto have caused this MOU to be made in English and executed by their respective authorized representatives on the date first written above.

SIGNED AND DELIVERED	SIGNED AND DELIVERED
For and on behalf of Indian Institute of	For and on behalf of ATIIT Private Limited
Technology Mandi (IITM)	
Name: Director/ Authorized / Representative	Name: Director / Authorized / Representative
Designation: Director/ as applicable प्रमुख सी सी ई भा भा भा में मण्डी (हि.प्र.)	Designation Director and Co-Founder / as applicable
SEAL <b>Head CCE</b> IIT Mandi (H.P.)	SEAL
In the presence of Representative from Indian	In the presence of Representative from ATIIT
Institute of Technology, Mandi	Private Limited
Witness1: Name: Dr. Anirban Sarkar Sign: Aniban du. Designation: Assistant Professor	Witness1: Name: Manjil Choudhury Sign: Who who had be signation: Co-Founder
Witness2:	Witness2:
Name: Dr. Kaushik Holder	Name: Rajesh Kumar Singh
Sign: Old Sign	Sign: Rod
Designation: Assistant Professor	Designation: Co-Founder

