



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp

ACC NAME - PRABHA SHARMA  
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Certificate Issued Date	: 31-Jul-2021 10:19 AM
Account Reference	: NEWIMPACC (SV)/ up14342604/ MATHURA SADAR/ UP-MTH
Unique Doc. Reference	: SUBIN-UPUP1434260429255022757800T
Purchased by	: GLA UNIVERSITY
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	:
First Party	: GLA UNIVERSITY
Second Party	: THE IKIGAI LAB AND PINGALA AI PVT LTD NOIDA UP
Stamp Duty Paid By	: GLA UNIVERSITY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

### Memorandum of Understanding to Establish a Center of Excellence for AI/ML By and Among



GLA University, Mathura



The Ikigai Lab



prithvi.AI

Pingala AI Pvt. Ltd. Noida, UP

This Memorandum of Understanding is made and entered into on this Saturday day of 14<sup>th</sup> August 2021. GLA University is a private university in Mathura, Uttar Pradesh 281406. The



#### Statutory Alert:

1. The e-stamp is valid only if the stamp certificate should be generated through the Government portal or using e-Stamp Service App of State website and the stamp should be affixed on the Certificate and all documents to be stamped. Failure to affix the stamp will render it invalid.
2. The e-stamp is valid only if the stamp is affixed on the original of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**Ikigai Lab**, A-116 Corenthum Building, Sector 62, Noida, Uttar Pradesh 201301 and **PINGALA AI PRIVATE LIMITED**, having its Registered Office at 1401, Tower, 8 Purvanchal Royal Park, Sector 137, Noida Gautam Buddha Nagar UP 201305 IN (hereinafter referred to as '**PRITHVI**') and collectively referred as "**Parties**".

#### RECITALS

WHEREAS **GLA University** is recognized for its strength in research and education in the field of Engineering & Sciences, Biotechnology, Pharmaceutical Science, Law, Basic Science & Humanities and Management Studies.

WHEREAS **THE IKIGAI LAB** a private limited company, having expertise in creating data and AI driven technology which is decisive in driving growth. The Ikigai Lab is an Emerging Technology and Human Skills Gurukul, with a focus on AI technology training. **THE IKIGAI LAB** will provide learning and development programs to institutions and industry;

WHEREAS **PRITHVI** a private limited company, provides (through its academic research ecosystem with strong presence in IIT Kanpur, IIT Patna, NIT KKR, IIT Jammu, and IIT Jodhpur) support to the startups in problem statement identification, business modeling and also provide access to the AI development platforms to help startups grow from the idea to Proof of Concept (PoC) / prototype development stage for industry 4.0.

WHEREAS all the **PARTIES** are looking forward to establishing a Center of Excellence (CoE) at **GLA University** in focused area of AI/ML learnings to academic sector to promote startups, learning & development and collaborative research activities.

WHEREAS all the **PARTIES** are desirous to collaborate to foster innovation, research, knowledge dissemination and entrepreneurial activities in academic's sector;

WHEREAS this MoU sets out the general understanding of the **PARTIES'** collaboration;

Therefore, in consideration of their mutual interests and the covenants set forth herein, the **PARTIES** agree as follows:

  
Ashok Kumar Singh  
Registrar  
GLA University,  
17 Km Stone No-2, Mathura-Corbi Road  
P.O. Chammor, Mathura-281-006 (UP), India





**ARTICLE 1**  
**PURPOSE AND SCOPE OF THE UNDERSTANDING**

**Learning and Development program**

1. THE IKIGAI LAB shall offer the training program for the interested students of GLA University. On successful completion of which the certificate will be awarded to the candidates
2. It is agreed that the discipline, certificate, date, fees, duration and venue of training, mode of training (i.e., classroom/ online/ etc.), batch size of each training program and such other details are mentioned below.
3. THE IKIGAI LAB shall bear expenses associated with designing the training, preparing the course material, printing books, faculty charges (TA, DA, etc), incurred for and in connection with the training program. The Ikigai Lab will share the profile of the resource persons/ faculty and will get approval from GLA University.
4. GLA UNIVERSITY shall collect fees for training programs conducted and share the same with THE IKIGAI LAB.
5. GLA University will provide facilities, infrastructure used for this purpose in the case of offline trainings.
6. This MoU is made for at least 30 students of B.Tech. (H) to offer courses shared on email sent to Prof. Diwakar Bhardwaj, Dean (Resource Generation & Planning)
7. Details of the course is as follows:

Minimum Students – 60

Fee – Rs. 40,000 / per student

Duration: 4 Semesters (IInd, IIIrd, IVth and Vth Semester)

Course Contents: Annexure 3

Payment Terms: 50% before starting the program, 25% in next 45 days, 25% in next 45 days.

Discipline: B. Tech (H)

Duration: 10 years

Placement: The Ikigai Lab will offer placements to 3% students of the total strength.

The Ikigai Lab will offer one full semester industrial training to the enrolled students of B.Tech(H) with a minimum stipend of Rs. 6,000 per month.

The Ikigai Lab cannot go out of the MoU during the mentioned period and enrolled students get trained for the specific session.

GLA University, THE IKIGAI LAB and PRITHVI shall jointly offer Institute research development program where is financial involvement, Management development program, and training to the faculty members and students on demand of GLA University in the application area of AI/ML in academics

The IKIGAI LAB and PRITHVI will offer Institute Research development Program initially for 5 to 10 faculty members at Rs. 30,000 per faculty.



The IKIGAI LAB and PRITHVI will create the Context for R&D Projects and relevant funds in stipulated time period working with the faculty. On an average, PRITHVI will do projects worth of minimum INR 30 Lakhs per annum.

The IP sharing of such projects will be discussed and agreed upon at the time of conception of these Projects.

In future, after the successful implementation of case 1, if both the parties agree they may start some more new programs.

The Companies (**THE IKIGAI LAB and PRITHVI**) shall offer the Training Program to the students admitted in GLA University for various courses in Engineering, on successful completion of which the, The IKIGAI LAB shall award the Certificate to the Candidates, who have successfully completed the Training Program.

The eligibility criteria for each Learning & Development Programs will be mutually decided by the parties.

The batch size of each program will be decided by the parties from time to time. However, the size of the batch will not absolve the Parties from any of its respective obligations in any manner.

The parties shall jointly assess the Candidates during the delivery of the Training Program.

The Parties shall discuss and mutually agree on reconciliation & settlement of accounts between them from time to time in writing.

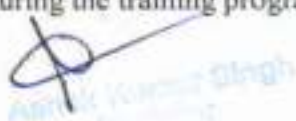
The Parties (**THE IKIGAI LAB & PRITHVI**) shall bear expenses associated with designing the Training, preparing the course material, printing of books, faculty charges & their travel and stay, incurred for and in connection with the Training Program.

The profit generated from any conducted program will be proportionately distributed as per the work and responsibilities done by each party as mentioned in SoW.

Go-To-Market (GTM) Strategy for learning and development programs will be done by the parties.

#### **Institute's (GLA UNIVERSITY) Obligation**

- WHEREAS **GLA University** agrees to help **THE IKIGAI LAB and PRITHVI** in establishing Joint AI Studio for Learning and Development programs activities to create opportunity for community to learn and research in Artificial Intelligence and Machine Learning.
- To release half-yearly or annual calendar of the Training Program that it proposes to conduct with the Company, pursuant to discussions and agreement with the Company
- To provide adequate infrastructure for successfully conducting the Training Program and as may be required by the Company. Such infrastructure shall include class rooms, office premises, and internet connectivity. Students are advised to bring their own devices during the training programs.

  
Anil Kumar Singh  
Principal  
GLA University  
Gurgaon, Haryana





#### **Company's (THE IKIGAI LAB and PRITHVI) obligation**

- WHEREAS THE IKIGAI LAB agrees to provide sessions on IRDP (Institute Research Development Program) and other programs in the form of AI Masterclass to create awareness around the industrial use cases and what THE IKIGAI LAB and GLA University can provide to industry by their collaboration.

#### **Research and development program**

- To submit joint research proposals for possible sponsorship and offer research consultancy for industrial research and government projects.

#### **Institute's (GLA UNIVERSITY) Obligation**

- WHEREAS GLA University agrees to collaborate with PRITHVI in creating research projects to use AI and Machine learning in Academics and Industry.
- WHEREAS GLA University will facilitate access to departmental and central resources for the Research and development program.

#### **Company's (THE IKIGAI LAB and PRITHVI) obligation**

- To promote & interact with, and source technology/expertise, whenever possible, from faculty members, startups, research scholars and laboratory infrastructure of the GLA University, subject to the rules, regulations and policy of GLA University as amended time to time.
- Through the endeavor of THE IKIGAI LAB & PRITHVI and assistance of GLA University, context for scalable innovation and innovations at scale projects would be created. GLA University would participate in such projects and also facilitate with Project Investigation and Development of Detailed Reports around the same. All such possibilities will be recorded in addendum as and when required.

#### **Incubation activities**

##### **Institute's (GLA UNIVERSITY) Obligation**

- WHEREAS GLA University agrees to collaborate with THE IKIGAI LAB and PRITHVI to promote Startup activities.
- GLA University will provide the necessary infrastructural facilities to incubate.
- GLA University will provide seed funding subject to the availability of funds/ grants/ schemes meant for this purpose. Seed funding will be sanctioned on a case-by-case basis and shall be based on the merits of each company.
- GLA University will facilitate an expert mentor for each incubatees and introduce him/her to the company.

##### **Company's (THE IKIGAI LAB and PRITHVI) obligation**

- WHEREAS THE IKIGAI LAB agrees to collaborate with GLA University to verticalize AI ecosystem development in areas of academics and Industry to secure the



benefits of industry defined structured programs for taking incubated startups forward and promote entrepreneurship in the Institute;

- WHEREAS **PRITHVI** agrees to collaborate with **GLA University** to provide its services through research ecosystem to the in-house startups, subject to detailed terms and conditions of this MoU
- To run a specific **GLA University** cohort for its incubated startups post TBI set-up to go through structured and timeline-based acceleration program. Selection will be based on various programs run by PRITHVI like Hackathons, Cohort, Workshops, Angel Demo Day etc. The selection within the program will be decided jointly by The IKIGAI LAB, PRITHVI and **GLA University** based on the industry standards recommendation and based on previous experience in startups ecosystem.
- To help incubate & accelerate novel technologies and business ideas by **GLA University** startups into viable commercial products. THE IKIGAI LAB & PRITHVI will further help in getting other kinds of techno-managerial expertise required which are not available within the Institute including follow-on funding.
- To provide pool professional services like legal, IT solutions, finance, networks, mentorship programs to startups in lieu of fixed fee or charges.
- To bring in use cases from across the Industry and connect within startup ecosystem. The use cases are to be executed in consultation with THE IKIGAI LAB & PRITHVI, along with the help of Tech Research Group (TRG) from **GLA University** who will and can develop them into minimum viable products (MVP).
- PRITHVI may offer Go-To-Market (GTM) and Global Accelerator Network (GAN) support to startups in cohort on a need basis.
- THE IKIGAI LAB, PRITHVI and GLA University will mutually invite the respective startup / faculties / Directors / Promoters to events organized by the parties to take the mission forward.

  
Ashok Kumar Singh  
Registrar  
GLA University,  
17 Km Stone NH-2, Mathura-Delhi Road  
P.O. Chauraha, Mathura-281405 (UP), India





## ARTICLE 2

### APPOINTMENTS AND CONSIDERATIONS PURSUANT TO THE UNDERSTANDING


- 2.1 **Institutional Appointees:** To implement the purpose envisaged under this MoU, all Parties will designate a representative to initiate and coordinate the activities. The coordinators from each Party may meet to review progress of the implementation of the agreed project, define new areas of collaboration as well as to discuss matters related to this MoU. The coordinator from the **GLA University** in the first instance shall be **Dr. Diwakar Bhardwaj**(Teaching and Learning) and **Mr. Nandan Mishra** from **THE IKIGAI LAB & PRITHVI**.
- 2.2 **Considerations:** In consideration of the satisfactory services & facilities provided under this MoU, **PRITHVI** shall help **GLA University** set-up TBI on campus. A separate MoU to be worked upon between TBI and Prithvi to run AI cohort for the startups.
- i. **Program management & Mentors engagement**  
GLA University shall bear the boarding & lodging of the Industry experts & consultants arranged by PRITHVI as per institute rules during the execution of the jointly offered programs on campus.
  - ii. **Services & Facilities**
    - a. In consideration of the terms and conditions of this MoU, THE IKIGAI LAB or PRITHVI receives the permission to access and use the services and facilities that are offered in connection with the jointly offered Programs subject to the MoU policy, rules and regulations of the GLA University.
    - b. The legal ownership and possession of the facilities, if any provided under the MoU will always be with the GLA University and THE IKIGAI LAB & PRITHVI have got only a permission to enjoy the said services and facilities for the period of MoU.
    - c. GLA University may provide additional services upon the request of THE IKIGAI LAB or PRITHVI and/or the promoters and subject to availability of the same.

## ARTICLE 3

### OPERATIONAL REPORTING

#### i. Annual Reports

THE IKIGAI LAB & PRITHVI shall provide all compiled, reviewed or audited annual reports of THE IKIGAI LAB & PRITHVI for the accelerator program specifically run for GLA University to Program coordinator, on behalf of the GLA University.

  
Anand Kumar Singh  
Registrar  
GLA University,  
17 Km Stone No-2, Meerut-Delhi Road  
P.O. Chauraman, Meerut-201406 (UP), India



**ii. Event Based Reporting**

THE IKIGAI LAB & PRITHVI hereby agree to keep the GLA University informed for following events:

- a. Change of name of the company
- b. Conversion from Private Limited to Public Limited company
- c. Listing in any recognized stock exchange of India
- d. Any major change in the business plan


**iii. Milestone Progress Reports**

Together with the annual financial reports and event-based reports, THE IKIGAI LAB & PRITHVI shall give in every 6 (six) months to the coordinator of the Program, on behalf of the GLA University, a written report containing:

- a. Details of the THE IKIGAI LAB & PRITHVI program's growth and development.
- b. Reports on the THE IKIGAI LAB & PRITHVI program progress toward achieving startups Business Plan and Milestones.
- c. THE IKIGAI LAB & PRITHVI, whenever requested by the GLA University, shall participate in the Review Meeting, held by GLA University and shall present its business report in the said Review Meeting.

**ARTICLE 4**  
**INTELLECTUAL PROPERTY**

- a. Ownership of any new intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MoU shall be vested in all the Parties to this MoU ("Foreground IP").
- b. All the Parties shall have the joint right to determine the commercial exploitation and disposition of such Foreground IP, and the Parties shall make joint applications for the registration of the same. Before any registration or commercialization of such Foreground IP takes place, the Parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing as per GLA University Intellectual Property policy.
- c. Any publication regarding such Foreground IP shall only be possible with the prior written consent of all Parties, such consent not to be unreasonably withheld.
- d. GLA University shall be free to use perpetually the results, including Foreground IP, arising out of this MoU for its own internal teaching, research, and educational purposes without the payment of royalties or other fees to the other Parties.

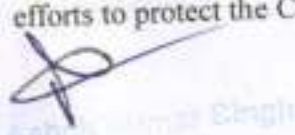
  
Ashok Kumar Singh  
Registrar  
GLA University,  
177m Saran Road, Saran, Patna  
P.O. Chauri, Saran, Patna 241402 (UP), India





**ARTICLE 5**  
**CONFIDENTIALITY**

- a. The Parties expressly acknowledge that all Confidential Information of each Party shall remain its exclusive property and shall be treated by the other Party as confidential. The Parties shall not disclose the terms of this MoU to a Third Party except as may be required by law. The Parties agree that they shall keep the Confidential Information of the other Party in strict confidence and that they shall take all precautions and use the same degree of care to protect and safeguard such Confidential Information as it uses for its own confidential Information of like importance.
- b. The Receiving party shall ensure that its representatives having access to the Confidential Information shall be bound by same terms of confidentiality as per terms of this clause. The Receiving Party shall treat the Confidential Information as confidential and shall not exploit, use, divulge, directly or indirectly, to any other person, firm, corporation, association or entry for any purpose whatsoever, and shall not make use of such Confidential information, without the prior written consent of the Disclosing Party.
- c. Either of the Parties may disclose, in confidence, the Confidential Information to its sub-contractors, affiliates, representatives, employees, agents, Advisors, legal advisors or other similar persons, who are directly or indirectly acting for, on behalf of either parties, or other similar persons strictly on a need to know basis with the prior written consent of the Disclosing Party
- d. Upon the Disclosing Party's written request at any time, including following the expiration or termination of this MOU, the Receiving Party promptly shall cease to use the Confidential Information and return to the Disclosing Party all Confidential Information of the Disclosing Party provided under or in connection with this MOU, including all copies.
- e. Each Party shall observe complete discretion with regard to all matters related to the activities of the other Party and each Party will ensure compliance by its employees and agents with the obligations of confidentiality set out and assumed by that Party in relation to the other Party.
- f. The Receiving Party undertakes that such third persons to whom it discloses the Disclosing Party's or its affiliate's Confidential Information to shall be subjected to confidentiality obligations no less restrictive than those contained in this MoU.
- g. The Receiving Party shall hereby undertake to use the Confidential Information solely for the purposes for which it was disclosed and to use the same for such purposes only during the subsistence of the MoU in the manner as may be specified by the Disclosing Party.
- h. The Receiving Party may disclose any of the Confidential Information to any governmental body having jurisdiction over this MoU or in response to a valid order of a court or if such disclosure is otherwise required by law provided that the Receiving Party, has first given prior written notice to the Disclosing Party and has made all reasonable efforts to protect the Confidential Information in connection with such disclosure.

  
Ashu Singh

17 Km. S...  
P.O. Chauraha, ... (UP), India



**ARTICLE 6**  
**TERMS OF MoU**

This MoU shall enter into force upon signatures by the legal representatives (or in the case of by the duly authorized representative) of both Parties on the Execution Date and shall continue in force until for a period of 3 years, unless it is cancelled. This MoU may be renewed and the Period can be extended for a successive 1 (one) year terms (each, a "Renewal Term") by mutual written agreement of the Parties to this MoU, executed not less than 2 (two) months prior to the expiration of the MoU Period or any Renewal Term, as applicable. The termination of this MoU shall not affect the implementation of the Projects established under it prior to such termination.

**ARTICLE 7**  
**DISPUTE 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 consultations, 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 city of Noida.

**ARTICLE 8**  
**USING TRADEMARK**

So long as this MoU is in effect, THE IKIGAI LAB, PRITHVI and GLA University shall have the right to use trademarks or trade names with prior consent from the respective party(s) in connection with its activities hereunder, in MoU and any related presentation.

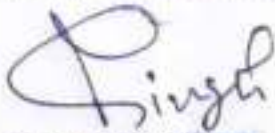
  
Ashut Kumar Singh  
Registrar  
GLA University,  
17 Km Stone No-2, Mathura-Delhi Road  
P.O. Chaumuhan, Mathura-281406 (UP), India

*MH*



IN WITNESS WHEREOF, the institutions have caused their duly authorized representatives to execute this MoU to be effective upon signature by both Parties hereto.

**GLA UNIVERSITY, Mathura**



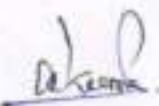
Ashok Kumar Singh



Registrar

17 Kin Sana 1042, Mathura-Delhi Road  
P.O. Chauruhan, Mathura-281406 (UP), India

Witness

Signature

1. By A.K. Gupta 

2.  Dr. Anshu Bhardwaj  
Date:  Dean Resource Gen & Planning.

**THE IKIGAI LAB PVT. LTD. & PINGALA AI PVT. LTD**



Sh. Nandan Mishra

Founder and CEO

Witness

Signature

1. 

2. 

Date: 14/08/2021

## ANNEXURE 1

This Statement of Work No.1 ("SoW") is made and entered into on MOU, by and between THE IKIGAI LAB(Company) and GLA University pursuant to the Memorandum of Understanding dated 14<sup>th</sup> August 2021 ("MOU"), which MOU is hereby incorporated herein by this reference and the SOW will be an integral part of the Agreement.

The terms and conditions of the Agreement will apply to this SOW unless otherwise specifically provided for under this SOW.

Any capitalized term used but not defined in this SOW shall have the meaning assigned to such term in the Agreement.

In case of any conflict of provisions of this SOW and the Agreement, both the documents shall read in conjunction with each other so as to understand the common intent of the Parties.

Under this SOW, the Parties agree to the following:

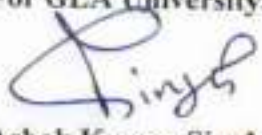
- 1) **Discipline:** Institute Research Development Program
- 2) **Certificate:** from The Ikigai Lab
- 3) **Venue:** GLA University, Mathura, with/without academic and hostel facilities on twin / triple sharing basis to the Candidates.
- 4) **Mode of Training:** Virtual Online training for COVID and offline when condition get normal and University function in face to face mode.
- 5) **Duration:** 5 days (2s hours each day) effective the date of commencement of Training.
- 6) **Batch:** The Batch size shall be of minimum 10 candidates.
- 7) **Fees:** Each Candidate shall pay the Training Program Fee of INR 10,000 plus taxes.
- 8) **Validity:** This SOW shall be valid from the Training commencement date till completion of the same, in accordance with Duration as aforementioned.

IN WITNESS WHEREOF the Parties have executed through their authorized representatives these presents on the date first hereinabove written.

For The Ikigai Lab, Noida

  
Nandan Mishra  
Founder, CEO

For GLA University, Mathura

  
Ashok Kumar Singh  
Registrar



## ANNEXURE 2

This Statement of Work No. 1 ("SOW") is made and entered into on MOU, by and between THE IKIGAI LAB(Company) and GLA University pursuant to the Memorandum of Understanding dated 14<sup>th</sup> August 2021 ("MOU"), which MOU is hereby incorporated herein by this reference and the SOW will be an integral part of the Agreement.

The terms and conditions of the Agreement will apply to this SOW unless otherwise specifically provided for under this SOW.

Any capitalized term used but not defined in this SOW shall have the meaning assigned to such term in the Agreement.

In case of any conflict of provisions of this SOW and the Agreement, both the documents shall read in conjunction with each other so as to understand the common intent of the Parties.

Under this SOW, the Parties agree to the following:

1. **Discipline:** Data Science Super 30 (Augmented B.Tech Honor's/B.Tech)
2. **Certificate:** From The Ikigai Lab
3. **Venue:** GLA University, Mathura, with/without academic and hostel facilities on twin / triple sharing basis to the Candidates
4. **Mode of Training:** Virtual Online training
5. **Duration:** 12 months effective the date of commencement of Training
6. **Batch:** The Batch size shall be of minimum 30 students.
7. **Fees:** Each Candidate shall pay the Training Program Fee of INR 20,000 plus taxes per student per semester.
8. **Validity:** This SOW shall be valid from the Training commencement date till completion of the same, in accordance with Duration as aforementioned.

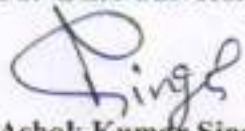
IN WITNESS WHEREOF the Parties have executed through their authorized representatives these presents on the date first hereinabove written.

For The Ikigai Lab, Noida



Nandan Mishra  
Founder, CEO

For GLA University, Mathura



Ashok Kumar Singh  
Registrar