

MEMORANDUM OF UNDERSTANDING

Between

GLOBAL AI HUB

and

PRESIDENCY UNIVERSITY

This Memorandum of Understanding (MoU) sets for the terms and understanding between the Global AI Hub AG, a corporation organized and existing under the laws of Switzerland with its registered office at Kantonsstrasse 56, 8807 Freienbach, Switzerland, together with its potential affiliates and the Presidency University having its address Itgalpur, Rajanakunte, Bengaluru, Karnataka – 560 064, India to collaborate within the scope of «10million.AI» project.

• **Definitions**

The following capitalized terms shall have the meanings specified below:

1.1. “10million.AI” shall mean the non-profit and social good initiative supported by leading institutions around the world. It provides talents across the globe with access to top-class education on Artificial Intelligence (AI) and further digitalization fields – **completely free of charge.**

1.2. “The Parties” shall mean, Global AI Hub and Presidency University

2. Cooperation

The Parties agree that, for the purpose of this MoU;

2.1. Global AI Hub aims to:

- Create awareness and build skills by first-class learning programs for Presidency University members
- Mobilize active participation of Indian youth in AI and related areas.
- Empower women in AI and related areas.
- Provide access to job and internship opportunities for the Presidency University students


REGISTRAR


The above goals will be accomplished by undertaking the following activities:

- Opening its self-paced learning courses **free** for Presidency University students and members as follows:
 - Introduction to AI, Robotics and Data
 - Hyperautomation for Everyone
 - Introduction to Python Programming – Parts 1&2
 - Introduction to Machine Learning
 - Introduction to Deep Learning
- Organizing webinar in AI and some exclusive topics
- Opening its online platform to Presidency University students and members
- Organizing free joint bootcamps with Presidency University

2.2. Presidency University aims to:

- Promotion of the partnership and self-paced courses through all possible channels among all members of Presidency University
 - From all platforms and digital media channels of the association
 - Making promotion activities with announcements through mailing
 - Making offline promotion activities in India
 - Reach and enroll at least **4000** people in this partnership
 - Mobilize active participation of women in the field of AI (at least **2500** women)
 - Organizing free joint bootcamps in India with Global AI Hub and providing mentorship in these bootcamps with its faculty members
- Promotion of the «10million.AI» project among its partners in India and abroad

2.3. This MoU is only for the purpose of cooperative intention by the Parties on “10million.AI” project in the future. The Parties do not have any specific legal or contractual responsibility on the 10million.AI project until specific contract is signed by the Parties.

2.4. The specific contractual terms and conditions and responsibilities of the Parties in “10million.AI” project shall be negotiated and signed by the Parties under contract(s) after this MoU. The Parties shall fulfill their rights and liabilities according to the contracts to be signed by the Parties (“Contract”).

3. Term


REGISTRAR


This contract signed by the companies is valid for a period of 3 years, which shall be effective as of August 28th, 2022, and shall remain in effect from that date through August 28th, 2025. After the expiry of the original contract term, the contract shall be automatically extended by a further contract year, unless one of the parties terminates the contract in writing with a notice period of 3 months to the end of a contract year. Global AI Hub is entitled to terminate the collaboration extraordinarily if the Presidency University violates the Agreement or gives other reasons to terminate the collaboration. This includes, for example, the case that the reputation of the Presidency University in public has been impaired. In the event of such an early termination of the collaboration, the Presidency University shall not be entitled to any reimbursement of already paid fees. Any other premature termination of the Agreement is excluded.

4. Termination

Each Party is entitled to terminate this MoU at any time unilaterally by giving 15 (fifteen) days prior written notice to the other Parties without stating any reason.

Clause 5 and Clause 7 shall stay valid in any expiration or termination of this MoU.

5. Confidentiality

5.1 Upon the execution of this MoU and unless the prior written consent of the other Party has been obtained, the Parties shall be obliged by the following confidentiality obligations; the issues that whether this MoU has been completed, terminated, canceled, rescind, invalidated or performed shall have no effect to such obligations:

5.1.1 The Parties shall not disclose to any third party this MoU and any information disclosed by other Party (the “Confidential Information”);

5.1.2 The Parties shall not use the Confidential Information except for the purpose of this MoU.

5.2 The provisions of Clause 5.1 shall not apply so as to prevent the Parties from disclosing the Confidential Information for the following reasons:

5.2.1 The information related to the Project is in the public domain by publication or otherwise through no fault of the Parties;

5.2.2. In cases required by the mandatory provisions of the relevant laws or regulations in force;

5.2.3. Where necessary by the mandatory terms of the competent state authority.


REGISTRAR


5.3 Confidential Information may be disclosed only to the Parties and to the directors, staff, representatives and consultants of the Parties who are directly involved in the execution of the action and who need to learn Confidential Information for these purposes. All reasonable measures to prevent disclosure of information to other persons shall be taken by the Parties.

6. Personal Data Protection

The Parties agree, represent and undertake that they know their liabilities as data processor under General Data Protection Regulation (“GDPR”) and the provisions that they have to comply with accordingly, that they shall not act in contradiction with these regulations and that they have taken all necessary measures to comply with GDPR.

If the Parties violate any regulation under GDPR in any manner, any direct loss that arises and/or may arise for the other Party shall be immediately compensated by the violating Party. The Parties further agree, represent and undertake that if either Party is subjected to any sanction pursuant to the relevant Law due to the other Party’s violation of the provisions of GDPR, the violating Party shall immediately compensate the other Party for any direct loss they have suffered due to such sanction, and that if any related personal data is unlawfully acquired, changed, stored or otherwise processed by any third party while under the possession of either Party, they shall immediately report this situation to the other Party and compensate any direct loss of the other Party resulting from this situation.

7. Intellectual Property Rights

7.1. Global AI Hub owns and retains all right, title and interest in and to the Products and all intellectual property rights therein. All intellectual property rights associated with and in the Product, will at all times remain vested in Global AI Hub and its licensors, and, except as expressly provided in this Agreement. Presidency University does not acquire any rights, express or implied, in the Products. Presidency University may not, directly or indirectly, reverse engineer, decompile or disassemble the Products, or otherwise attempt to derive source code from the Products. Unless agreed in writing, Presidency University and its customers may not: (a) alter, or permit the alteration of, the Products or any component thereof; (b) copy, or permit the copying of, the Products or any component thereof; or (c) seek to acquire any ownership interest in or to the Products or any component thereof.

7.2. Presidency University is obliged to set similar obligations of its customers in the agreement to be sign by and between the Presidency University and the customer regarding the intellectual property rights of Global AI Hub.


REGISTRAR


7.3. Presidency University shall have no rights under any name whatsoever on Global AI Hub's Products or services that are subject to this Agreement.

7.4. Presidency University agrees and undertakes not to use or sell Global AI Hub's Products or services directly or indirectly on its own or with others for commercial purposes without consent of Global AI Hub.

7.5 Presidency University is obliged to notify Global AI Hub in writing in the shortest time possible if any third party infringes any intellectual property rights regarding Global AI Hub Products while Presidency University carries on its activities.

8. Assignments and Transfers

Neither Party shall not without the prior written consent of the other Party in whatsoever manner assign or transfer, all or any part of this MoU or any its rights, benefits or obligations hereunder to any third party, nor may perform this MoU in any manner other than provided herein.

9. Governing Law and Dispute Resolution

9.1 This MoU shall be construed in accordance with and governed by the laws of Switzerland, without giving effect to principles of conflicts of law.

9.2 This Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding the conflict of law regulations. The exclusive place of jurisdiction shall be at the place of the registered office of Global AI Hub. To any portion of this Agreement declared unenforceable, that portion shall be construed to give it the maximum effect possible, and the remainder of this Agreement shall continue in full force and effect.

10. Other Provisions

10.1 The terms and conditions of this MoU shall not be legally binding for the Parties and the signing of this MoU does not constitute an obligation on either party to enter into any contract.

10.2 Each Party shall cover the costs and expenses it would incur in the fulfillment of this Protocol.

10.3 All headings used in this MoU are inserted for convenience only and shall not affect the meaning or interpretation of any portion of this MoU.

10.4 Any notifications/notices by and between the Parties shall be served to the addresses specified in clause of this MoU titled "the Parties" by means of registered mail, registered electronic mail, notary public or hand-delivery against signature. The notifications served to the


REGISTRAR


addresses specified herein shall be valid unless any change in said addresses is notified in writing.

10.5 Any change on the provisions of this MoU shall be made in written form and shall be signed by the Parties.

10.6 All clauses of this MoU are considered as handled separately and if any one or more provisions of this MoU is held invalid or unenforceable, such circumstance shall not imply annulment of the whole MoU and other provisions hereof shall remain in full force and effect individually.

10.7 This MoU, consisting of 10 (ten) clauses, shall be issued on the date of August 29th, 2022 in English in two (2) copies, one (1) for Presidency University, one (1) for Global AI Hub, each of which shall be equally authentic.

For Global AI Hub:

Date: 15-09-2022

FUAT BEŞER
Chief Executive Officer

Signature:



For Presidency University:

Date: 15-09-2022

D. SUBHKAR
Vice Chancellor

Signature:



AI | BUSINESS SCHOOL

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

CHANDAN K J

SUCCESSFULLY COMPLETED THE COURSE:
'Introduction to Python'

COURSE DATE:
December 4, 2022





CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Rahul Rathod

SUCCESSFULLY COMPLETED THE COURSE:
'Introduction to Python'

COURSE DATE:
November 26, 2022





CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Sambavi B

SUCCESSFULLY COMPLETED THE COURSE:
'Introduction to Python'

COURSE DATE:
November 28, 2022



AI | BUSINESS SCHOOL

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Bhavana M M

SUCCESSFULLY COMPLETED THE COURSE:
'Introduction to Python'

COURSE DATE:
November 29, 2022



AI | BUSINESS SCHOOL

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

rakshan koudagani

SUCCESSFULLY COMPLETED THE COURSE:
'Introduction to Python'

COURSE DATE:
November 29, 2022





CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Tejashwini Patil

SUCCESSFULLY COMPLETED THE COURSE:
'Introduction to Python'

COURSE DATE:
November 28, 2022

