### MEMORANDUM OF UNDERSTANDING BETWEEN

Flock Mobile Film Festival (FMFF) (306/307 Banarsi Heritage, Ram Nagar, Near Inorbit Mall, Malad (W), Mumbai - 400064)

And

**RIMT University** 

(Delhi-Jalandhar GT Road (NH1), Sirhind Side, Mandi Gobindgarh, Punjab 147301)

on Gin April 2021

This memorandum of understanding sets forth the understanding of the parties related to the participation in the upcoming Flock Mobile Film Festival (FMFF). Whereas, Flock Entertainment has approached RIMT University to come on-board as their knowledge partners for their upcoming Flock Mobile Film Festival.

#### Background:

Whereas Flock is in the business of entertainment and OTT with a proven track record and RIMT University is a renowned University in Punjab, India.

#### Purpose

RIMT University will be a partner for the upcoming Flock Mobile Film Festival in which capabilities of storytelling through audio visual form will be disseminated and a wide range of subjects will be addressed creatively.

RIMT University will be happy to promote the festival and encourage the students to take part in this unique next generation approach of bringing the talented youth in the spotlight across digital media. There will be no financial implication on part of the University however the processing fee of Rs. 500 for each student entry will be applicable.

In witness whereof, the undersigned being duly authorized by their respective competent authority have signed this Memorandum.

Done at RIMT this 6 th day of April 2021

For: Flock Entertainment Private Limited

lame: Mr. Irfan Marazi

esignation: Chief Operating Officer

Director, For: RIMT University

RIMT-Institute of Engineering & Technology

Mandi Gobindgarh (Pb.)

Signature. Dandeep Signature. Dr. Mandeep Signature. Director Academ

ıd. Off: Raheja Towers, Delta Wing, 705 177, Anna Salai, il Nadu, Chennai - 600002

Corp. Off: 306/307 Banarsi Heritage, Ram Nagar, Nr. Inorbit Mall, Link Rd, Malad (W), Mumbai - 400064

P: 022-49626895

W: www.flockcorp.com CIN: U92412TN2020PTC139075

#### THE COOPERATION AGREEMENT



# BETWEEN THE UNIVERSITY OF WARMIA AND MAZURY IN OLSZTYN (REPUBLIC OF POLAND)

AND RIMT UNIVERSITY (INDIA)

University of Warmia and Mazury in Olsztyn (UWM), located in Olsztyn at 2 Oczapowskiego St., 10-719 Olsztyn, Poland, represented by the Rector – **Dr. hab. Jerzy A. Przyborowski, prof. UWM** and the RIMT University, located in Mandi Gobindgarh, Delhi-Jalandhar GT Road (NH1), Sirhind Side, Mandi Gobindgarh, Punjab-147301, India, represented by the **Vice-chancellor** - **Prof. dr. A. S. Chawla**, hereby called 'Parties', have decided to sign the present Agreement with the intention of establishing the scientific and research cooperation.

#### **Article 1**

The Faculties and the Coordinators participating in the implementation of the Cooperation Agreement representing the UWM will be

The Faculty Law and Administration, coordinator - Dr. hab. Jarosław Moszczyński, prof. UWM,

and the RIMT University will be:

Faculty of Basic & Applied Sciences, coordinator - Prof. Dr. Om Prakash Jasuja.

#### Article 2

The cooperation in research and science as well as education shall concern:

- 1. Conducting joint research in scientific issues of interest to both Parties.
- 2. Organizing bilateral seminars.
- 3. Exchange of expertise between research and educational staff.
- 4. Publication of the scientific works in the periodicals of both Parties.
- 5. Exchange of publications, scripts and textbooks.

#### Article 3

- 1. The Parties shall conduct the academic staff exchange by means of formal letters of invitations sent by the Rectors, Vice-Chancellors or the authorized Deans.
- 2. The aim of the academic staff exchange is: participation in scientific conferences, seminars, symposiums as well as exchange of expertise, to define plan of cooperation and joint discussions on up-to-date scientific issues of interest to both Parties.

#### Article 4

The detailed conditions of cooperation, especially the financing mechanisms, plan of exchanges of the academic staff and students of both Parties shall be specified in separate Annexes to this Agreement for each particular case.

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#### Article 5

The present Agreement will be in effect for five years. The signed Agreement does not exclude a possibility of undertaking other cooperative activities which may be subject of an Annex to the present Agreement.

#### Article 6

- 1. Any alteration to the contents of this Agreement or to particular stages of mutually pursued projects should be concluded in the written form by mutual consent; otherwise it shall be null and void.
- 2. The agreement may be terminated by either party by giving a written notice three months in advance.

#### Article 7

The present Agreement is signed in two copies in the Polish language, and in two copies in the English language, both texts are legally valid. The Parties receive one copy in either language.

#### Article 8

The Parties agree that the governing law for the appraisal of legal consequences resulting from this Agreement as well as the assertion of any claims is the law binding within the territory of the Republic of Poland.

#### Article 9

All disputes which might arise from this Agreement shall be resolved by the Rector of the University of Warmia and Mazury in Olsztyn and the Vice-Chancellor of the RIMT University or by the persons authorized by them on the basis of the powers of attorney granted in writing in the process of the conciliation procedure.

Even if one of the Parties declares that it cannot see the chance of reaching at a compromise, the conciliation procedure shall be recognized as terminated and the dispute shall be subject to the decision of the common court of local jurisdiction for the University of Warmia and Mazury in Olsztyn.

#### **Article 10**

This Agreement shall be in force from the date of signing by both Parties.

Agreement signed by:

University of Warmia and Mazury in Olsztyn

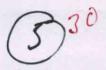
**RIMT University** 

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Signature	
Dr. hab. Jerzy A. Pr	zyborowski, prof. UWM
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l e	(京島管理) 区

Date .0.7.1

Prof. Dr VICE-CHANCELLOR

Date .....



#### MEMORANDUM OF UNDERSTANDING ("MOU")

#### BETWEEN

## CONFEDERATION OF INDIAN INDUSTRY AND RIMT UNIVERSITY

Agreed and executed on this 11 day of July, 2022,

Confederation Of Indian Industry ("CII"), a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "CII"), represented by its authorised signatory Mr Pancham Cajla, Chair, Yi Chandigarh Chapter and Mr Nipun Syal (Yi Chandigarh Chapter YUVA Chair), which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

#### And

Rimt University having its Head Office at Delhi-Jalandhar GT Road (NH1), Sirhind Side, Mandi Gobindgarh, Punjab - 147301 (India). (hereinafter referred to as "RIMT") represented by its authorised signatory Mr. Rakesh Mohan (Registrar), which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as CII or (RIMT University), as it may be, and collectively referred to as the Parties.

#### WHEREAS:

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues. interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 4000 direct members in 57 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

WHEREAS:

RIMT University 24 Glorious Years of Legacy, Since the establishment of RIMT, our gifted, skilled, and dedicated faculty have been sharing their knowledge and expertise to pave the way for students and their futures. We believe game-changing discoveries depend on bringing the right people together in an environment that gives them room to innovate. Education for Life is in our DNA, and we pursue future endeavours with the same spirit, always.

Registrar 11/7/22

RIMT University Mendi Goblindgarh 1|Page

#### NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

#### **ARTICLE I: Purpose and Objectives**

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- The role of the institution would be to enroll All students or minimum of 250 students at the beginning of the year and increase the same substantially through the years.
- ii) Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)
- iii) Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- iv) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- v) Any other activities considered by both Parties to be potentially beneficial.

#### ARTICLE II: Financials

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

#### **ARTICLE III: Coordination Between Facilitators**

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

#### **ARTICLE IV: Intellectual Property Rights**

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions research and any outcomes resulting from joint activities undertaken under this MOU.

Registrar RIMT University

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#### **ARTICLE V: Confidentiality**

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as 'Disclosing Party' and
- ii) either of the Parties, receiving such information shall be referred to as 'Recipient Party'. The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- i) is publicly available.
- ii) obtained by the other party from third parties without restrictions on disclosure.
- iii) independently developed by the other party without reference to confidential information, or
- iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

#### ARTICLE VI: Indemnity

The RIMT UNIVERSITY agrees to indemnify and hold harmless CII, its officers, employees and agents from all claims, liabilities and losses to the extent based on gross negligent acts or gross negligent omissions of the RIMT UNIVERSITY, its officers, employees, and agents in the performance of this Agreement.

#### **ARTICLE VII: Force Majeure**

If performance of this MoU or any obligation under this MoU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or a pandemic. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed with the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### ARTICLE VIII: Governing Law, Jurisdiction & Arbitration

- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including amendments. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.

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iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

#### **ARTICLE IX: Miscellaneous**

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of Three (03) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
- iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavours to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.
- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.
- v) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- vi) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

Yi Chandigarh Chapter Chair Yi Ch

Yi Chapter Yuva Chair

(Institute)

i (Executive Member)

Registrar

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