



MEMORANDUM OF UNDERSTANDING

Experiential Learning, Virtual Internship Programs, Hackathons
& Faculty Development Programs

Memorandum of Understanding or Service Agreement

This Service Agreement ("Agreement") has been executed on the16th Jan 2026 by and Between

M/s. SmartBridge Educational Services Pvt Ltd, having its corporate office at 6th Floor, Technical Block, Sundarayya Vignana Kendram, Madhava Reddy Colony, Gachibowli, Hyderabad, Telangana – 500032 hereinafter referred to as "**Company**". Which expression shall unless it be repugnant to the context or meaning hereof be deemed to mean and include its successors and assigns.

AND

Oriental College of Technology, Bhopal (OCT), having its corporate office at Oriental Campus, Opposite Patel Nagar, Raisen Road, Bhopal - 462022, Madhya Pradesh, India (hereinafter referred to as "**Institution**" or "**College**" or "**University**" and includes its successors and assigns).

Both Institution and Company are individually referred to as a "Party" and jointly as "Parties".

WHEREAS:

A. Company is an EdTech company which offers outcome based experiential learning programs on emerging technologies for building skills for students bringing academia (faculty), technology partners and students together through internship programs, hackathons (technology bootcamps, hands on training programs etc.) for students by partnering with institutions.

B. Company also represents that it has necessary skills, technology, infrastructure and partner engagement with leading technology industry partners (viz., Google, Salesforce, ServiceNow, IBM etc. through training and certification among other partners) that offer Virtual Internship Programs, Credit Courses (defined later), though experiential learning to Students which provide them direct experience through which students can use analytical skills and apply new ideas from their experience in their classroom learning.

C. College, based on the aforesaid representations of the Company, has expressed its interest as a Group to avail SkillWallet platform to engage their students on Virtual Internships, Hackathons and Experiential Learning courses in curriculum.

D. The Parties now wish to collaborate with each other, to equip Students with skills through Virtual Internship programs, Hackathons and Experiential Learning projects in leading technology areas offered by industry partnerships along with the Faculty Development Programs to educators facilitated by the Company, as per the terms and conditions mentioned herein.

NOW, THEREFORE, in consideration of the foregoing, benefits and covenant contained herein and for other good and valuable considerations, the Parties, intending to be legally bound, hereby agree as follows:

In this Agreement, all capitalised words and expressions defined shall have the meaning ascribed to them as set out below:

"**Agreement**" shall mean this agreement, together with annexures, schedules, appendices, addendum, amendments, and supplements hereto. These annexures, schedules, appendices, addendum, amendments and supplements form an integral part of this Agreement.

"**Experiential Learning**" shall mean a project-based experiential learning program / course shall be of 120 hrs. of duration with hands-on learning, use case development. Experiential Learning program will be delivered virtually via collaborative project workspace under the guidance of mentors.

"Virtual Internship Program" shall mean a program created in partnership with industry / technology company to introduce cutting edge technologies to the students through hands-on learning and use case development. The virtual internship program will be delivered virtually via collaborative project workspace under the guidance of mentors.

"Hackathon" shall mean an innovation-driven event designed to engage students in solving real-world challenges through ideation, prototyping, and solution development. The hackathon will be executed in a hybrid or virtual mode through a collaborative workspace, under the guidance and mentorship of domain experts.

"Faculty Development Program" shall mean a structured professional development initiative designed to upskill faculty members on emerging technologies and industry-relevant tools. The program shall include hands-on learning, guided sessions, and use-case development to strengthen faculty expertise and teaching effectiveness & will be delivered virtually or in hybrid mode.

"Industry Partners" shall mean the partners with whom company has valid and subsisting agreements and assures the same continues during the entire Term of this Agreement or a Student successfully complete their opted Programs, whichever is later.

"Students" shall mean students who are admitted to and undergoing various degree programs (undergraduate and post-graduate) in various engineering and non-engineering domains offered by Group and its affiliated colleges.

1. SCOPE OF WORK:

Both the Parties are desirous to collaborate with each other to enable Experiential Learning, Virtual Internship Programs, Hackathons & Faculty Development Programs for the Group and its affiliated colleges Students to build practical skills through Hands-on and to get trained on in-demand technologies as per terms and conditions of this Agreement and detailed scope.

This relationship between the Parties shall be on non-exclusive basis and either Party shall be free to explore similar relationship with other third parties.

Company agrees to offer SkillWallet, which includes Experiential Learning, Virtual Internship Programs, Hackathons & Faculty Development Programs (for educators), to the Group and its affiliated college Students through Company's partnerships with leading industry partners as mutually agreed to between the Parties, from time to time.

SkillWallet Programs / Services

Programs / Services	Annexure No.
1.1 Experiential Learning Program (In collaboration with NASSCOM) (Refer – Annexure for program details)	Annexure - I
1.2 Virtual Internship Programs (In partnership with Industry Partners) (Refer – Annexure for program details & list of Virtual Internship Programs)	Annexure - II

1.3 Faculty Development Programs (In partnership with Industry Partners)

1.4 Hackathons (In partnership with Industry Partners)

2. ROLES & RESPONSIBILITIES OF THE PARTIES:

2.1 COMPANY'S ROLES& RESPONSIBILITIES:

The Company agrees that it shall provide the following to each of the students (collectively "**Services**")

a. To create customized project workspace on the Skill Wallet Platform ("Platform")
b. Provide uninterrupted user access to the Students on the Platform for the stipulated duration as per agreement.
c. Identify and designate a single point of contact ("Company SPOC") with whom theCollege SPOC or Students can directly interact for the purposes of understanding any difficulties during the Program.
d. The Company SPOC shall conduct an orientation to the students on usage of the Platform and all work activities planned, resolving all types of queries of the students relating to the objectives and completion of the Program.
e. Ensure review of the Hands-on-Project deliverables of Students assigned to respective mentors
f. Ensure review of the project documentation and approve the same.
g. e-Certificate generation and distribution to Students upon completion of the Program.
h. Generating interim & final reports of the Program

Shall maintain a high level of satisfaction with Group, its affiliated colleges and its Students in respect of Programs offered, in terms of high-quality training materials, hands-on project with Industry Partners, standards of experiential exposure with adequate mentorship and guidance required from time to time.

2.2 COLLEGE'S ROLES& RESPONSIBILITIES

COLLEGE agrees and shall do the following:

a. To assign a Single Point of Contact and faculty mentors to interact directly for the engagement and interactions with the Company.
b. To include the programs offered as part of academic curriculum as an industry certification program or as an internship program with necessary credits.
c. Promote the programs to the affiliated colleges at the regular intervals.
d. Confirm the Program training calendar for a batch of Students at any time during an academic cycle.
e. To assign qualified Students with career interests in one or more domain.
f. Ensure every registered student is registered in NASSCOM FutureSkills Prime platform
g. To designate a SPOC to Coordination with the SPOC of the Constituent/Affiliated colleges students for smooth execution.
h. To designate a SPOCs of the colleges to monitor the progression at each stage of the Program for the Students and collect necessary feedback.
i. Shall confirm the committed number of students enrolments for the program.

3. COMMERCIALS:

a. In consideration of the Services provided by the Company as set forth herein, the College/Student acknowledges and agrees to access the Services under this Agreement at **no cost.**

4. REPRESENTATIONS AND WARRANTIES

4.1 The Company represents and warrants that:
a. It has the right, power, and authority to enter into and perform all its obligations under this Agreement.
b. It will perform the Services using reasonable care and skill in all material respects.

6. INTELLECTUAL PROPERTY RIGHTS

The Services, including without limitation the Platform and associated software is owned by the Company and is protected by applicable Intellectual Property laws and regulations, including the Copyright Act, 1957 (as amended) and international copyright laws. As between the Parties hereto, the Company retains all rights, title and interest to the Services. The COLLEGE agrees that Company retails all rights, title and interest in and to the Services, content, materials if any created under the Services, which are proprietary and Confidential Information shall be retained by Company. Company is licensed and its students have the right to access the Platform and use the Services of the Company as described hereto.

The Parties agree that the trademarks associated in providing the Services are sole and exclusive property of respective Parties (and its licensors) and is protected by applicable trademark laws. Nothing in this Agreement shall give either Party any right, title or interest in other Party's trademarks, logo, service marks, branding or trade name owned by each Party (and its licensors) or assist any third party in attempting to claim adversely to the other party with regard to such ownership. The Company further agree not to register, attempt to register, any trade name or trademark which, in whole or in part, incorporate any confusingly similar to the trademarks of other Party or its licensors.

7. INDEMNIFICATION

7.1 The COLLEGE shall at its sole expense, indemnify and hold harmless Company and its employees, directors, and their successors and assigns (collectively the "**Indemnified Parties**") from and against (a) any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorney fees and litigation costs) (collectively "**Claims**") relating to or arising from the COLLEGE's breach of independent relationship and/or any Claims made by or on behalf of the COLLEGE's employees, including claims alleging that Company is an employer or joint employer of such Company's employees, and/or (b) any and all third party Claims relating to or arising from (i) any claim that any Services use thereof by COLLEGE and/or its Students infringes, misappropriates or otherwise violates or constitutes unlawful use or disclosure of any Intellectual Property Rights or privacy, publicity, proprietary or contract rights of a third party; (ii) errors or omissions which results in death or bodily injury or damages to property alleged to have been caused by the COLLEGEE employers, Students; or (iii) COLLEGE's failure to comply with any applicable laws, regulations or orders of any governmental, judicial or administrative authority.

7.2 Notwithstanding anything contained herein to the contrary, neither Party shall in any event, regardless of the form of claim, be liable for special, exemplary, punitive, incidental or consequential loss; loss of goodwill; loss of profits; loss of revenues; loss of business; loss of contracts or loss of data, whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct, even if either Party has been advised of the possibility of such damages.

8. INDEPENDENT RELATIONSHIP:

Parties shall act as independent contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, joint venture, or agency relationship between the Parties. The COLLEGE shall be solely responsible for its acts and for the acts of its students during the performance of terms and conditions of this Agreement and shall ensure its employees do not represent or promise anything to third party on behalf of Company.

6. INTELLECTUAL PROPERTY RIGHTS

The Services, including without limitation the Platform and associated software is owned by the Company and is protected by applicable Intellectual Property laws and regulations, including the Copyright Act, 1957 (as amended) and international copyright laws. As between the Parties hereto, the Company retains all rights, title and interest to the Services. The COLLEGE agrees that Company retails all rights, title and interest in and to the Services, content, materials if any created under the Services, which are proprietary and Confidential Information shall be retained by Company. Company is licensed and its students have the right to access the Platform and use the Services of the Company as described hereto.

The Parties agree that the trademarks associated in providing the Services are sole and exclusive property of respective Parties (and its licensors) and is protected by applicable trademark laws. Nothing in this Agreement shall give either Party any right, title or interest in other Party's trademarks, logo, service marks, branding or trade name owned by each Party (and its licensors) or assist any third party in attempting to claim adversely to the other party with regard to such ownership. The Company further agree not to register, attempt to register, any trade name or trademark which, in whole or in part, incorporate any confusingly similar to the trademarks of other Party or its licensors.

7. INDEMNIFICATION

7.1 The COLLEGE shall at its sole expense, indemnify and hold harmless Company and its employees, directors, and their successors and assigns (collectively the "**Indemnified Parties**") from and against (a) any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorney fees and litigation costs) (collectively "**Claims**") relating to or arising from the COLLEGE's breach of independent relationship and/or any Claims made by or on behalf of the COLLEGE's employees, including claims alleging that Company is an employer or joint employer of such Company's employees, and/or (b) any and all third party Claims relating to or arising from (i) any claim that any Services use thereof by COLLEGE and/or its Students infringes, misappropriates or otherwise violates or constitutes unlawful use or disclosure of any Intellectual Property Rights or privacy, publicity, proprietary or contract rights of a third party; (ii) errors or omissions which results in death or bodily injury or damages to property alleged to have been caused by the COLLEGEE employers, Students; or (iii) COLLEGE's failure to comply with any applicable laws, regulations or orders of any governmental, judicial or administrative authority.

7.2 Notwithstanding anything contained herein to the contrary, neither Party shall in any event, regardless of the form of claim, be liable for special, exemplary, punitive, incidental or consequential loss; loss of goodwill; loss of profits; loss of revenues; loss of business; loss of contracts or loss of data, whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct, even if either Party has been advised of the possibility of such damages.

8. INDEPENDENT RELATIONSHIP:

Parties shall act as independent contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, joint venture, or agency relationship between the Parties. The COLLEGE shall be solely responsible for its acts and for the acts of its students during the performance of terms and conditions of this Agreement and shall ensure its employees do not represent or promise anything to third party on behalf of Company.

9. ASSIGNMENT:

Neither Party can assign all or part of its obligations under this Agreement without the prior written consent from other Party. Unless otherwise stated, this Agreement will continue in full force during the Term of the Agreement and will be a binding obligation on either Party to meet their service level expectations even in cases of merger, takeover, acquisition, amalgamation etc. of either Party. Any attempted assignment in violation of this clause shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both Parties, their successors, administrators, heirs and assigns.

10. TERM AND TERMINATIONOF AGREEMENT:

This Agreement will commence on the Effective Date and will continue for a period of 3 years unless terminated as provided hereto. The Agreement maybe reviewed, and through the renewed only on mutual agreement of the Parties, as may be necessary to clarify and formalize roles, responsibilities, timelines, and assurances regarding the scope of work.

Either Company or College or both may terminate the Agreement in the following events:

a. Breach of terms of this Agreement and/or not fulfilling the commitment to enrol the minimum number of students per learning track.
b. With thirty (30) days advance notice in writing without specifying any reasons
c. If the COLLEGE is filed for liquidation / winding up / proceedings initiated against the COLLEGE declaring insolvent / files for bankrupt / appointment of receivership on its assets /fails to pay its dues to creditor or a event exists under circumstances including a court order or management dispute or mismanagement which in the opinion of Company is likely to adversely affect the operations and activities of the COLLEGE.
d. Breach of confidentiality or terms of intellectual property, supplier code of conduct, or submits any false, fraudulent or incorrect statement, or incorrect representation either under Agreement or otherwise or acts in a way detrimental to interest of Company.

The clause 5 (Confidentiality), clause 6 (Intellectual Property Rights), clause 7 (Indemnification), clause 11 (General) shall survive termination. All other clauses which by their very nature survive termination shall continue to be valid and in effect. Notwithstanding the expiry or early termination of this Agreement, the Students who have enrolled to the offered programs, prior to the expiry or termination date of this Agreement, shall have access to the Platform and receive the e-certificates towards completion of the Program. The Company obligations shall continue to survive expiry or termination till the students have completed the program and e-certificates are obtained and delivered to the respective students.

11. GENERAL

11.1 Title headings, Complete and Amendments:

This Agreement (together with annexures) sets out the complete and entire understanding between the Parties regarding the subject matter contained herein and supersedes all prior proposals, understandings, or other agreements, oral and written, between the Parties regarding the subject matter contained herein, and may only be modified or amended by written agreement of the Parties. The title headings used in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement.

11.2 Assignment

The Company cannot assign all or part of its obligations under this Agreement except to affiliate entities without the prior written consent from COLLEGE. Unless otherwise stated, this Agreement

will continue in full force during the Term of the Agreement.

Any attempted assignment in violation of this clause shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both Parties, their successors, administrators, legal heirs and assigns.

11.3 Waiver:

Waiver of any breach of this Agreement is not a waiver of any other or subsequent breach of this Agreement. No waiver of any provision of this Agreement by a Party shall be effective unless it is in writing and signed by such Party.

11.4 Severability:

If any provision of this Agreement shall be found to be illegal or unenforceable by a court of competent jurisdiction, such term or provision of this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible. If the court determines such action is not feasible, then any such provision shall be severable, and the remainder of this Agreement shall continue to be given full force and effect. The rest of the Agreement will remain in effect and this

11.5 Notices:

All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by electronic mail addressed to the designed email ID's or by telex transmission, with verification of the transmission received by the sender, to the Parties as set forth below or at such other place as either Party may, by written notice to the other, direct: In case of College, to director@oriental.ac.in, with a copy to legal department and in case of Smartbridge, to amar@thesmartbridge.com

11.6 Publicity: College acknowledges and agrees that during and after the term of this Agreement, the Company can publish partnership and program updates in Company's marketing, publicity, and promotional activities and materials, including, but not limited to, press releases, marketing collateral, print, radio and television advertisements or any media whatsoever.

11.7 Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the Indian Laws. Any dispute, or disagreement arising out of this Agreement, and obligations thereunder (each a "Dispute") shall be communicated in writing to the other party within fifteen (15) days of the occurrence of the event giving rise to such dispute. The Parties shall first settle such Dispute, if any between its senior management team in good faith within fifteen (15) days from date of receipt of notice relating to the Dispute. If the senior management team is unable to settle the Dispute, the Parties would refer to the competent courts of Telangana.

11.8 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

For **Oriental College of Technology, Bhopal (OCT)**	For **SmartBridge Educational Services Pvt. Ltd.**
Name: Dr. K.K. Dwivedi Designation: Director	Name: Sridevi Sira Designation: Vice President Partnerships

Annexure – I

Experiential Learning Program (in collaboration with NASSCOM)

1. Introduction

These courses are focused on learning by doing, where participants engage in real-world projects to gain practical skills and experience. Rather than relying solely on theoretical learning, this approach emphasizes hands-on activities and project work.
Each program is carefully crafted to cater to specific job roles, incorporating structured learning, practical use-case development, and comprehensive skill assessments.
Experiential Learning Program courses can be integrated as part of the curriculum against the professional electives / open electives / skill courses.

By participating in these programs, students can explore a variety of job functions, acquire a thorough understanding of relevant technologies, and develop the competencies required to succeed in their chosen fields

2. Program Structure

The program spans110 hrs. of experiential learning with the following modules.

S.No.	Module Name	No. of Hrs.	Purpose
1.	Hands-on Training on the technology	30	To enhance the skills of students in the latest and in demand technologies.
2.	Self-paced learning content on the technology	20-30	To enhance the skills of students in the latest and in demand technologies.
3.	Design Thinking, Agile Development, Product Development Life Cycle	6	To develop the innovation driven mind-set in students to deliver best solutions to the problem statements.
4.	Team-Based, Business Use case Development	30	To building technical skills in learning by doing model along with professional skills such as teamwork, time management, leadership qualities, collaboration etc.
5.	Project Documentation & Demonstration	4	To develop written and verbal communication skills in students. Also, to build their confidence level
6.	Career Development Program (Add-on Module)	10	To help students understand the job market, career paths, industry expectations, job roles & skills etc. The module shall help students build their profile & personal branding

3. Technology Tracks:

Sl.no	Technology Track	Industry Partner
1.	Artificial Intelligence & Machine Learning	Google
2.	Data Analytics with Tableau	SmartBridge
3.	ServiceNow System Administrator	ServiceNow
4.	Generative AI with Google Cloud	Google
5.	Full Stack Development – MERN Stack	MongoDB
6.	Salesforce Administrator with AI Agentforce	Salesforce
7.	Agentic AI Application Developer with IBM	IBM

Annexure – II

Virtual Internship Programs

a. Introduction

Virtual Internship Program (VIP), an industry-partnered initiative designed to bridge the gap between academia and the professional world. Students gain valuable hands-on experience with cutting-edge technologies while developing highly sought-after skills for success in the modern job market.

Each program is carefully crafted to cater to specific job roles, incorporating structured learning, practical use-case development, and comprehensive skill assessments.

By participating in these programs, students can explore a variety of job functions, acquire a thorough understanding of relevant technologies, and develop the competencies required to succeed in their chosen fields.

b. Program Structure

The Virtual Internship Program contains 60hrs. of experiential learning with following modules.

S.No.	Module Name	No. of Hrs.	Purpose
1.	Hands-on Training on the technology	20	To enhance the skills of students in the latest and in-demand technologies.
2.	Self-paced Learning	20	Students get access to curated content and resources to supplement learning along with VILT sessions.
3.	Business Use case Development	20	Real-world project assignments to reinforce learning and cultivate professional skills.

c. Technology Tracks:

a. Virtual Internship Programs – Free Programs

Sl.no	Technology Track	Industry Partner
1	Salesforce Platform Developer	Salesforce
2	ServiceNow System Administrator	ServiceNow
3	Google Generative AI Developer	Google
4	MongoDB Backend Developer	MongoDB
5	IBM Generative AI Developer	IBM
6	Data Analytics	SmartBridge