



MEMORANDUM OF UNDERSTANDING (MoU)

**This Memorandum of Understanding ("MoU") is made and executed on 03 August 2026
BETWEEN**

Columbia University, having its campus at Near Vidhan Sabha, Tekari, Raipur, Chhattisgarh – 493111 (hereinafter referred to as the "**University**", which expression shall, unless repugnant to the context, include its successors and permitted assigns)

AND

CEREBROTECH AI PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered/operational office at CEREBRO TECH AI PRIVATE LIMITED, 5th Floor, Unit No. 5073, Currency Tower, VIP Chowk, VIP Road, Raipur – 492001, Chhattisgarh, India, acting as an **Authorized Business Partner/Franchise Partner of upGrad Education Private Limited** for its offline learning center located at 5th Floor, Currency Tower, VIP Road, Raipur, Chhattisgarh – 492001, represented herein by Mr. Shubham Goyal, Center Director (hereinafter referred to as the "Center / "upGrad" / "Cerebro Tech AI", which expression shall, unless repugnant to the context, include its successors, legal representatives, and permitted assigns);

1. PURPOSE OF COLLABORATION

The purpose of this Memorandum of Understanding is to establish a collaborative framework between the Parties for conducting the **Gen AI Powered Data Analytics Program** at the premises of Columbia University.

The collaboration is intended to promote industry-oriented skill development and enable students to gain practical exposure to Data Analytics, Artificial Intelligence, and emerging technologies through structured offline classroom learning.

This MoU reflects the mutual intent of the Parties to work together in planning, promoting, and delivering the proposed academic program.



2. PROGRAM DETAILS

Program Name: Gen AI Data Analytics Program

Mode of Delivery: Offline

Course Duration: 90 Hours

Venue: Columbia University Campus, Raipur

Faculty: The complete academic delivery shall be conducted by qualified instructors nominated by upGrad.

Eligible Participants: Student eligibility, batch size, academic departments, and selection criteria shall be mutually finalized by the Parties before commencement of the Program.

Certification: Students who successfully complete the Program and satisfy the attendance and evaluation requirements shall receive a **Certificate of Completion** jointly recognized under the Program guidelines.

3. ROLES AND RESPONSIBILITIES

A. Columbia University

The University shall:

- Provide suitable classrooms and academic infrastructure for the Program.
- Nominate a coordinator for operational coordination.
- Support communication and mobilization of eligible students.
- Facilitate scheduling of seminars, orientations, and academic sessions.
- Provide reasonable institutional support required for successful execution of the Program.

B. upGrad

upGrad shall:

- Design and deliver the Gen AI Data Analytics curriculum.
- Deploy qualified instructors for offline classroom delivery.
- Manage academic delivery, assessments, and learner engagement.
- Provide learning materials and academic support wherever applicable.
- Conduct orientation sessions and awareness seminars.



- Issue Certificates of Completion to eligible students upon successful completion of the Program.

C. Joint Responsibilities

Both Parties agree to:

- Cooperate in planning and execution of the Program.
- Provide necessary academic, operational, and administrative resources as mutually agreed.
- Ensure timely communication for successful implementation of the collaboration.
- Maintain professional standards throughout the duration of the Program.

4. PRE-PROGRAM SEMINAR

Prior to commencement of the Program, **upGrad Raipur** shall conduct an awareness seminar and interactive session at Columbia University.

The objectives of the seminar shall include:

- Creating awareness regarding Data Analytics, Artificial Intelligence, and career opportunities.
- Introducing the Gen AI Data Analytics Program.
- Engaging with students to assess participation and interest.
- Facilitating discussions regarding the operational execution of the Program.

5. COMMERCIAL UNDERSTANDING

The Parties agree that **no commercial or financial terms are being finalized under this Memorandum of Understanding.**

The commercial aspects of this collaboration, including but not limited to:

- Program Fee
- Payment Terms
- Batch Size
- Revenue Sharing (if applicable)
- Financial Responsibilities
- Operational Expenses
- Any other commercial arrangements

shall be mutually discussed **after the awareness seminar conducted by upGrad Raipur at**



Columbia University.

The agreed commercial terms shall be documented separately under **Annexure-A (Commercial Terms)**, which shall be duly executed by authorized representatives of both Parties.

This MoU records the mutual intent of collaboration. However, commencement of the Gen AI Data Analytics Program shall be subject to execution and signing of Annexure-A containing the mutually agreed commercial terms.

No academic delivery under this Program shall commence until the Commercial Annexure has been executed by both Parties.

6. CERTIFICATION

Students successfully completing the Program in accordance with the prescribed attendance and evaluation criteria shall be awarded a **Certificate of Completion** as per the Program guidelines.

7. VALIDITY

This Memorandum of Understanding shall come into effect on the date of signing and shall remain valid for a period of **6 Months**, unless terminated earlier by mutual written consent of the Parties.

The operational implementation of the Program shall commence only after execution of the Commercial Annexure.

The validity of this MoU may be extended by mutual written agreement.

8. CONFIDENTIALITY

Both Parties agree to maintain confidentiality of all proprietary, academic, operational, financial, and business information exchanged during the course of this collaboration and shall not disclose such information without prior written consent of the other Party except where required by law.

9. INTELLECTUAL PROPERTY

All trademarks, logos, branding material, curriculum, course content, presentations, and other intellectual property belonging to either Party shall remain the exclusive property of the respective owner.



Neither Party shall use the other's intellectual property except for activities directly related to this collaboration and with prior written approval wherever applicable.

10. AMENDMENTS

Any amendment, modification, addition, or alteration to this MoU shall be made only through a written document signed by authorized representatives of both Parties.

11. TERMINATION

Either Party may terminate this MoU by giving thirty (30) days' prior written notice to the other Party.

Termination shall not affect obligations already mutually undertaken prior to such termination.

12. MUTUAL COOPERATION

The Parties shall work collaboratively to ensure successful execution of the Program and promote industry-oriented education for students.

Nothing contained in this MoU shall be construed as creating a partnership, joint venture, employer-employee relationship, or agency between the Parties.

IN WITNESS WHEREOF

The Parties have executed this Memorandum of Understanding on **03 August 2026**.

For upGrad Education Private Limited

Authorized Signatory

Name: Anam Tiwari

Designation: Center Head

Signature: [Signature]

Date: 03 August 2026

Company Seal

Director

For Columbia University

Authorized Signatory

Name: Prof. (Dr.) Raman Kr. Sharma

Designation: VC

Signature: [Signature]

Date: 03 August 2026

University Seal