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7 NOV 2023

G. VEERABATHRAN
Stamp Vendor

First Academy of Blockchain Council
(FABC)

License No. 24/CH(S)2019 Dt. 30-3-2011
Old No. 23, New No. 31, Sarangapani Street,
Sholinganallur, Chennai-600 119.


Memorandum of Understanding (MoU)

Between FABC, Dubai & B. S. Abdur Rahman Crescent Institute of Science and Technology, Chennai

This Memorandum of Understanding (MoU) is entered into on the 8th November 2023 is effective by and between First Academy of Blockchain Council (FABC), a Private Non-govt company which is located at FABC LLC, 17th Floor, Aspin Commercial Towers, Sheikh Zayed Road, DUBAI, UNITED ARAB EMIRATES and B. S. Abdur Rahman Crescent Institute of Science and Technology which is located at GST Road, Vandalur, Chennai – 600048, Tamilnadu, India.

WHEREAS B. S. Abdur Rahman Crescent Institute of Science and Technology is responsible for holistic education in an ambience that makes no compromise on discipline, dedication and commitment. It strives to inculcate the spirit of learning on the campus offering state of the art facilities to the students. The college ensures that the students who pass out of college turn out to be academically brilliant, morally upright and empowered individuals.


FABC LLC, DUBAI
Authorized Signatory


REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

WHEREAS, First Academy of Blockchain Council is a leading IT services, business solutions and outsourcing organization that focuses on providing large-scale assessment services as well as serve Small & Medium Enterprises (SME) with blockchain based solutions.

NOW THIS MoU aims to capture the understanding reached between First Academy of Blockchain Council and B. S. Abdur Rahman Crescent Institute of Science and Technology regarding each other's roles and responsibilities.

1) UNDERSTANDING

Both the parties under this MoU have agreed to collaborate with each other as below by providing students of B. S. Abdur Rahman Crescent Institute of Science and Technology with First Academy of Blockchain Council for corporate career readiness.

SCOPE OF THE MoU

The vision of this collaboration is to address the career skill gap among students' community and also to help them gain a head start in their career through the use of a range of courses and certification programs on Blockchain. The parties agree to use the best efforts towards fulfilment and of their respective commitments in realizing this intent

- A) Commitment from B. S. Abdur Rahman Crescent Institute of Science and Technology will support First Academy of Blockchain Council by allowing them to conduct their live project training between Students and Staff, infrastructure, actively promoting the courses offered by FABC at various levels, campus recruitment and building CoE (Center of Excellence)
- B) Commitment from First Academy of Blockchain Council

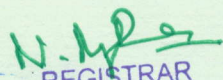
Launch of the Career Skills program for students. This training program will cover the following aspects:

- Faculty training
- Students training
- National & International Placement assistance for students
- Providing a Centre of Excellence by setting up the lab
- Internship for students
- Development of Projects by students and
- Creating Blockchain innovation among students

This program will be a self-paced training that Students can access over the blockchain anytime, anywhere and on any device.

The member Institutions/colleges leveraging the scope outlined in this MoU for its students will be doing so under the then-prevailing terms and conditions of First Academy of Blockchain Council.

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2) INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding.

All rights, title and interest in and to the material used by First Academy of Blockchain Council in the provision of the Services of this Agreement shall exclusively belong to First Academy of Blockchain Council or its licensors ("First Academy of Blockchain Council Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the First Academy of Blockchain Council Proprietary Material and all modifications, improvements, enhancements, or derivative works made there to, shall always belong to First Academy of Blockchain Council or its licensors and B. S. Abdur Rahman Crescent Institute of Science and Technology shall not be entitled to claim any rights therein.

All rights, title and interests in data of B. S. Abdur Rahman Crescent Institute of Science and Technology, B. S. Abdur Rahman Crescent Institute of Science and Technology agrees that First Academy of Blockchain Council shall have the right to list B. S. Abdur Rahman Crescent Institute of Science and Technology's name in its marketing material and use First Academy of Blockchain Council logo with respect to such listing and for reference purposes related to the said courses only being provided to students of B. S. Abdur Rahman Crescent Institute of Science and Technology and acknowledges that the provision of services here under by First Academy of Blockchain Council shall be provided at a pre agreed fee at all times to provide the services or perform application same or similar to the services and obligations envisaged here under to any of its other clients, either existing or future and nothing here-in shall preclude First Academy of Blockchain Council from providing such services or performing such obligations to its other clients.

PRECLUDED FROM:

The Parties agreed that they are not bound exclusively by this memorandum and will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MoU on such similar programs.

3) CONFIDENTIALITY


During the term of this MoU, each party may disclose to the other its confidential information.

Confidential information shall mean all information marked confidential or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is

- (a) previously known to the receiving party at the time of disclosure, or
- (b) independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other,

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- (c) disclosed to the receiving party by a third party without an obligation of confidentiality or
- (d) in or subsequently comes into the public domain other than as a result of a breach of this MoU,
- (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MoU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents. Upon the disclosing parties written request at any time, or following the completion or termination of this MoU, the receiving party shall properly return to the disclosing party, or destroy, all confidential information of the disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof.

4) TERM

This MoU shall be valid from the effective date and shall remain in force for 5 (five) years from the effective date, unless terminated earlier by either party as provided herein below. Either party may terminate this MoU by giving 30 (thirty) days' notice to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

All such applications and terms of this MoU that are required to survive the termination of this MoU shall survive such termination.

5) PERIODIC REVIEW

The parties agree that the persons nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in a year or in between if required.

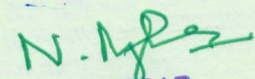
First Academy of blockchain council will provide a quarterly report on the program made in this regard through email to accomplish the objectives of this MoU as per the mutually agreed time schedule.

Point of contact of B. S. Abdur Rahman Crescent Institute of Science and Technology: Dr. N. Raja Hussain, Registrar, B. S. Abdur Rahman Crescent Institute of Science and Technology, GST Road, Vandalur, Chennai – 600048, Tamilnadu, India; Email – registrar@crescent.education , Contact number: +91 44 22751347/ +91 44 22751348/ +91 44 22751350/ +91 44 22751375.

Point of contact of First Academy of Blockchain Council: Mr. Sakthi Visakan Rajaguru, Co-founder of First Academy of Blockchain Council, FABC LLC, 17th Floor, Aspin Commercial Towers, Sheikh Zayed Road, DUBAI, UNITED ARAB EMIRATES, Email id: support@fabc.global , Support Number Dubai: +971 509718682, Support Number India: +91 9840996818/ +91 8951192538

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6) LIMITATIONS OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this MoU or the subject matter of this MoU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages.

7) GOVERNINIG LAW/ARBITRATION/VENUE

The laws of India shall govern this MoU. Any disputes between the party shall be resolved by mutual discussions. Unresolved disputes if any shall be subject to resolution by arbitration in accordance with the Arbitration and conciliation Act, 1996 (as amended from time to time), the language of the arbitration shall be English and the decision of the arbitrators shall be final and binding to the parties. The venue of Arbitration shall be Chennai, Tamilnadu. Both parties irrevocably submit to the exclusive jurisdiction of the courts in Chennai, Tamilnadu, for any action or proceeding regarding this MoU.

8) NOTICES

All notice request demands and other communications under this MoU or in connection herewith shall be given to or made up on the respective Parties as follows:

TO First Academy of Blockchain Council: Mr. Sakthi Visakan Rajaguru, Co-founder of First Academyof Blockchain Council, FABC LLC, 17th Floor, Aspin Commercial Towers, Sheikh Zayed Road, DUBAI, UNITED ARAB EMIRATES, email id: support@fabc.global , Support Number Dubai: +971 509718682, Support Number India: +91 9840996818/ +91 8951192538


TO Dr. N. Raja Hussain, Registrar, B. S. Abdur Rahman Crescent Institute of Science and Technology, GST Road, Vandalur, Chennai – 600048, Tamilnadu, India; Email – registrar@crescent.education , Contact number: +91 44 22751347/ +91 44 22751348/ +91 4422751350/ +91 44 22751375.

Or to such other person or addresses as any of the parties shall have notified to (college), all notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter or e-mail

9) NON-SOLICITATION

During the term of this MoU and for a period of 12 (twelve) months thereafter, each party agrees not to hire, recruit, solicit or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MoU,

 **FABC LLC, DUBAI**
Authorized Signatory


REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048.

IN WITNESS WHEREOF, each of the parties hereto have caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.


For:

First Academy of Blockchain (FABC) LLC.

 **FABC LLC, DUBAI**
Authorized Signatory
Anup Kumar
Chief Technical Officer, FABC LLC.

For:

B. S. Abdur Rahman Crescent Institute of
Science and Technology


Dr. N. Raja Hussain
Registrar,
B. S. Abdur Rahman Crescent Institute of
Science and Technology

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