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MEMORANDUM OF UNDERSTANDING

FOR COLLABORATION ON CSR-FUNDED YOUTH SKILL DEVELOPMENT, EMPLOYABILITY & EMERGING TECHNOLOGY INITIATIVES

DRAFT • FOR CORPORATE PARTNER CONSIDERATION

Proposed collaboration between
QUANTUMEZON CAREER INSTITUTE
(A unit/division of Quantumazon Global Pvt. Ltd.)

and

(Partner Organisation)

This Memorandum of Understanding (“MoU”) is made and executed on this ____ day of _____, 2026,

BETWEEN

QUANTUMEZON CAREER INSTITUTE, a unit/division of Quantumzon Global Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at _____, represented by its authorised representative Mr. Jayesh Sodha, Founder / authorised representative, hereinafter referred to as “QCI” or “Quantumzon”, which expression shall, unless repugnant to the context, include its successors and permitted representatives;

AND

_____, a registered NGO / Trust / Society / Section 8 Company / Incubation Centre, having its registered office at _____, represented by _____, in the capacity of _____, hereinafter referred to as the “Partner Organisation” or “NGO Partner”, which expression shall, unless repugnant to the context, include its successors and permitted representatives.

QCI and the Partner Organisation are individually referred to as a “Party” and collectively as the “Parties.”

1. PREAMBLE

WHEREAS, India is entering a transformative phase in emerging technologies including Quantum Technology, Artificial Intelligence, Machine Learning, advanced computing, cybersecurity, digital technologies and other high-technology domains;

WHEREAS, the Government of India has established the National Quantum Mission (NQM) and other national technology and skill-development initiatives with the broader objective of strengthening India's technological capabilities, human resources, innovation ecosystem and economic competitiveness;

WHEREAS, there is a growing requirement for accessible, affordable and market-aligned technology education capable of connecting young people with emerging employment and entrepreneurship opportunities;

WHEREAS, Quantumzon Career Institute, the Learn Department of Quantumzon Global Pvt. Ltd., has developed an in-house Learning Management System (LMS) and proposes to deploy technology-enabled education, quantum technology awareness, emerging technology skills, employability programmes and entrepreneurship-oriented learning;

WHEREAS, QCI has been conceived under the vision and leadership of its Director Mr. Jayesh Sodha, a serial entrepreneur and techno-commercial professional with extensive business-management experience, for creating accessible pathways between advanced technology education and economic opportunity;

WHEREAS, QCI's learning ecosystem is hosted and supported by Dr. Swayam Sodha, a young technology educator and child prodigy associated with quantum technology, coding, technology learning, authorship and participation in technology-oriented programmes and recognitions;

WHEREAS, the Partner Organisation possesses or proposes to establish the institutional, community, incubation, CSR and social-impact framework necessary to mobilise resources and implement eligible CSR activities;

WHEREAS, the Parties desire to collaborate for developing and implementing CSR-funded programmes focused on youth skill development, employability, women empowerment, entrepreneurship, digital literacy, emerging technology education and economic empowerment;

NOW THEREFORE, the Parties agree as follows:

2. PURPOSE OF THE MoU

The principal purpose of this MoU is to establish a framework for collaboration between QCI and the Partner Organisation for identifying, developing, funding, implementing, monitoring and reporting CSR-supported social-impact projects.

The proposed collaboration shall focus particularly on:

- Youth skill development;
- Quantum technology awareness and foundational learning;
- Artificial Intelligence and emerging technology education;
- Market-aligned vocational and digital skills;
- Youth employability and job-readiness;
- Women and youth entrepreneurship;

- Technology-enabled livelihood enhancement;
- Digital and foundational literacy for underserved communities;
- Technology incubation and innovation awareness;
- Project-based learning and industry exposure; and
- Other mutually agreed social-impact programmes.

3. PROPOSED PROGRAMME

The Parties propose to jointly develop a programme tentatively titled:

“QUANTUM & EMERGING TECHNOLOGY YOUTH EMPOWERMENT PROGRAMME”

or such other title as may be mutually agreed with the CSR funding organisation.

The programme shall seek to create a pathway:

Learn → Skill → Apply → Employ → Entrepreneur → Empower

The programme shall be designed for eligible youth, students, women, underserved communities and other identified beneficiary groups.

4. STRATEGIC OBJECTIVES

4.1 Develop Future-Ready Skills — Provide accessible training in quantum technology, AI, coding, digital technology and other emerging technology domains.

4.2 Improve Employability — Develop practical and market-aligned skills capable of improving employment readiness and access to career opportunities.

4.3 Promote Women Empowerment — Create dedicated opportunities for women to acquire technology, digital, vocational and entrepreneurship skills.

4.4 Promote Youth Entrepreneurship — Introduce learners to technology-enabled entrepreneurship, innovation, business models, digital commerce and startup opportunities.

4.5 Reduce Technology Access Inequality — Use QCI's online LMS to reach learners who may not have access to specialised technology institutions.

4.6 Support Marginalised Communities — Develop foundational digital and technology literacy pathways for identified underserved and marginalised communities.

4.7 Create Measurable Economic Impact — Track employment, entrepreneurship, income-generation and livelihood-related outcomes wherever measurable and reasonably attributable to the programme.

5. ROLE OF QUANTUMEZON CAREER INSTITUTE

QCI shall act as the Technical, Knowledge, Technology and Programme Implementation Partner, subject to the final CSR project agreement and applicable law.

QCI may undertake:

5.1 Curriculum Development — Design and periodically update courses in:

- Quantum technology fundamentals;
- Quantum computing awareness;
- Superposition and entanglement;
- Quantum algorithms;
- Quantum interfaces;
- AI and machine learning;
- Coding and computational thinking;
- Digital technologies;
- Entrepreneurship;

- Employability and career readiness.

5.2 LMS Deployment — Provide access to QCI's in-house Learning Management System, subject to agreed technical and commercial conditions.

5.3 Training Delivery — Provide online and/or blended training through qualified trainers, mentors, coaches, experts and programme facilitators.

5.4 Assessment — Develop learner assessments, knowledge checks, project evaluations and programme-completion criteria.

5.5 Mentorship — Facilitate expert sessions, technology talks, career guidance and mentoring.

5.6 Project-Based Learning — Where appropriate, provide practical assignments, innovation challenges and technology projects.

5.7 Employability Support — Assist with career-readiness activities, industry orientation, interview preparation and employer/ecosystem connections.

QCI shall not, unless expressly agreed in a separate written agreement, guarantee employment or any particular salary level.

6. ROLE OF THE NGO / INCUBATION PARTNER

The Partner Organisation shall, subject to its legal status, CSR eligibility and applicable funding agreement:

- Act as the proposed CSR/social-impact institutional partner;
- Identify and mobilise eligible beneficiaries;
- Coordinate with CSR sponsors and other stakeholders;
- Facilitate programme locations and community access where required;
- Assist in CSR proposal preparation;
- Maintain required statutory and CSR documentation;
- Facilitate beneficiary verification;
- Monitor programme implementation;
- Maintain appropriate financial records;
- Support impact assessment and reporting;
- Coordinate with government, academic, industry and community institutions where appropriate; and
- Undertake other mutually agreed responsibilities.

7. CSR FUNDING STRUCTURE

The Parties may jointly approach eligible CSR contributors for funding of specific projects.

Each CSR-funded project shall preferably be governed by a separate Project Implementation Agreement / Work Order / CSR Project Agreement specifying:

- Project title;
- CSR sponsor;
- Project duration;
- Beneficiary numbers;
- Geography;
- Approved budget;
- Cost heads;
- Implementation responsibilities;
- Milestones;
- Reporting requirements;
- Monitoring framework;
- Payment mechanism;

- Impact indicators; and
- Audit requirements.

Nothing in this MoU shall be construed as a guarantee that any CSR funding will be obtained.

The Parties acknowledge that the final structure of the programme must comply with applicable CSR laws, rules, notifications, funding conditions and the CSR policy of the sponsoring company.

8. CSR IMPLEMENTING-AGENCY COMPLIANCE

Where the Partner Organisation is proposed to act as the CSR implementing agency, it shall provide documentary evidence of its applicable eligibility, registrations, approvals and statutory compliance.

Where required under applicable CSR rules, the Partner Organisation shall maintain appropriate CSR-1 registration and applicable income-tax registrations/eligibility, together with other documents required by the CSR funding company.

The Partner Organisation shall not represent itself as eligible to receive or administer CSR funds unless such eligibility has been independently verified.

QCI shall provide technical and programme implementation support in accordance with the applicable CSR project agreement.

9. RECOGNITION OF MR. JAYESH SODHA

The Parties acknowledge the contribution and vision of:

Mr. Jayesh Sodha

Director – Quantumzon Career Institute, Quantumzon Global Pvt. Ltd.

Mr. Jayesh Sodha shall be recognised in programme documentation, concept notes, presentations and appropriate public communication as the Director and visionary behind Quantumzon Career Institute, subject to mutually approved branding and communication protocols.

Such recognition shall not constitute any government endorsement, accreditation or statutory recognition unless separately granted by the relevant authority.

10. ROLE OF DR. SWAYAM SODHA

Where mutually appropriate, Dr. Swayam Sodha may participate as an inspirational coach, technology educator, speaker, mentor or youth-learning ambassador for selected programme activities.

His participation may include:

- Quantum technology awareness sessions;
- Coding and technology e-talks;
- Inspirational learning sessions;
- Youth innovation programmes;
- Online mentoring;
- Technology demonstrations; and
- Learner engagement activities.

Any public description of his awards, recognitions, qualifications or achievements shall be based upon verifiable supporting documentation and shall not imply government accreditation or endorsement unless specifically established.

11. PROPOSED TARGETS

For an initial implementation cycle, the Parties may jointly target:

12. ECONOMIC EMPOWERMENT MEASUREMENT

The Parties shall endeavour to measure:

- Number of beneficiaries trained;
- Qualification rate;
- Job-readiness improvement;
- Number receiving interviews;
- Number obtaining employment;
- Number entering internships/apprenticeships;
- Number initiating enterprises;
- Number of women acquiring income-generating skills;

- Number of technology-enabled ventures initiated;
- Income improvement among consenting and trackable beneficiaries;
- Employer satisfaction; and
- Six-month and twelve-month post-programme outcomes.

Where feasible, baseline and end-line assessments shall be undertaken to establish measurable change.

13. NATIONAL QUANTUM MISSION ALIGNMENT

The Parties intend to design relevant activities in a manner broadly aligned with India's national priorities in quantum technology, emerging technology capability development, innovation and youth skill development, including themes associated with the National Quantum Mission.

Such alignment shall mean programme-level thematic alignment only and shall not be represented as an official partnership, approval, sponsorship or endorsement by the Government of India, National Quantum Mission or any government authority unless separately documented.

14. YOUTH FOR INDIA / FELLOWSHIP ORIENTED OBJECTIVE

Where appropriate, the programme may explore pathways supporting youth fellowship, volunteering, technology education and social-impact participation.

Any reference to a specific government, foundation or institutional fellowship programme shall be subject to the respective programme's eligibility criteria and separate approval.

This MoU does not by itself constitute appointment, accreditation or affiliation with any such fellowship programme.

15. INTELLECTUAL PROPERTY

All pre-existing intellectual property belonging to either Party shall remain the property of that Party.

QCI shall retain ownership of its:

- LMS platform;
- Course architecture;
- Proprietary curriculum;
- Training methodologies;
- Technology frameworks;
- Software;
- Branding;
- Learning resources; and
- Pre-existing intellectual property.

Unless otherwise agreed in writing, the Partner Organisation shall receive only the limited rights necessary to participate in the agreed project.

Any jointly developed intellectual property shall be governed by a separate written agreement.

16. DATA PROTECTION & CONFIDENTIALITY

The Parties shall maintain confidentiality regarding beneficiary information, business information, technical information, financial information and other confidential material received during the programme.

Beneficiary data shall be collected, processed, stored and shared only for legitimate programme purposes and in accordance with applicable law and agreed data-protection procedures.

Photographs, testimonials and beneficiary stories shall be used for publicity only with appropriate consent.

17. BRANDING & PUBLIC COMMUNICATION

Neither Party shall use the other Party's logo, name or intellectual property in public advertising, press releases, CSR reports, websites or social media without appropriate prior approval, except where such use is specifically permitted under a project agreement.

All CSR communications shall clearly distinguish between:

CSR Sponsor → NGO/Eligible Implementing Agency → QCI Technical/Programme Partner → Beneficiaries

where applicable.

18. FINANCIAL PRINCIPLES

The Parties shall maintain transparency in all project-related financial transactions.

Project budgets shall be approved before implementation.

Payments, reimbursements, professional fees, technology costs, training costs, LMS-related costs and other approved expenses shall be governed by the relevant project agreement and CSR sponsor's approved budget.

No Party shall make an unauthorised financial commitment on behalf of the other Party.

19. MONITORING & REPORTING

QCI shall provide programme-level information relating to:

- Enrolment;
- Attendance/engagement;
- Course completion;
- Assessments;
- Projects;
- Mentoring;
- Learner progression; and
- Other agreed KPIs.

The Partner Organisation shall consolidate relevant information for CSR reporting, impact assessment and statutory documentation as required.

Periodic review meetings shall be conducted at mutually agreed intervals.

20. AUDIT & RECORDS

Each Party shall maintain appropriate records relating to activities performed by it.

Where required by the CSR sponsor, auditors or competent authorities, relevant records shall be made available subject to confidentiality and applicable law.

21. NON-EXCLUSIVITY

This MoU is non-exclusive.

Unless specifically agreed otherwise in writing, both Parties may collaborate with other organisations, CSR sponsors, educational institutions, technology organisations, NGOs and ecosystem partners.

22. NO EMPLOYMENT / AGENCY / JOINT VENTURE

Nothing contained in this MoU shall be construed as creating:

- An employer-employee relationship;
- Partnership;
- Joint venture;
- Franchise;
- Legal agency; or
- Authority for either Party to bind the other Party.

Each Party shall remain an independent organisation.

23. REPRESENTATIONS

Each Party represents that:

- It has authority to enter into this MoU;
- Its representative signing this MoU is duly authorised;
- It shall comply with applicable laws;
- It shall not knowingly make misleading representations regarding the programme;
- It shall maintain appropriate documentation for activities undertaken by it.

24. TERM

This MoU shall commence on the date of execution and remain valid for three (3) years, unless terminated earlier in accordance with this MoU.

The Parties may mutually extend the MoU through written renewal.

25. TERMINATION

Either Party may terminate this MoU by providing 30 days' written notice to the other Party.

Immediate termination may occur where:

- There is material breach of law;
- Fraud or misrepresentation is established;
- CSR funds are materially misused;
- Confidentiality is seriously breached;
- A Party's legal eligibility materially changes; or
- Continued collaboration would reasonably expose the other Party to legal or reputational risk.

Termination shall not automatically terminate projects already funded or contracted; such projects shall be dealt with according to their individual project agreements.

26. DISPUTE RESOLUTION

The Parties shall initially attempt to resolve disputes through good-faith consultation between their authorised representatives.

If unresolved, the matter may be referred to mediation and/or arbitration as mutually agreed.

The governing law shall be the laws of India.

The courts at Mumbai, Maharashtra, shall have jurisdiction, subject to applicable law and any arbitration agreement contained in a project-specific contract.

27. FORCE MAJEURE

Neither Party shall be liable for failure to perform obligations caused by events beyond reasonable control, including natural disasters, government restrictions, war, epidemic, major technological disruptions or other force majeure events.

28. AMENDMENTS

Any amendment to this MoU shall be valid only if made in writing and signed by authorised representatives of both Parties.

29. ENTIRE UNDERSTANDING

This MoU represents the broad framework of cooperation between the Parties.

Specific CSR projects, budgets, deliverables, commercial arrangements, intellectual-property arrangements and funding conditions may be documented through separate agreements.

30. NON-BINDING / BINDING PROVISIONS

Except for provisions concerning confidentiality, intellectual property, data protection, branding, applicable law, dispute resolution and other provisions expressly stated to be binding, this MoU represents the Parties' present intention to collaborate and does not itself constitute a commitment by either Party to provide or secure CSR funding.

No CSR sponsor shall be deemed committed to fund a project until a separate written funding/project agreement is executed.

PROPOSED TARGETS — INITIAL IMPLEMENTATION CYCLE

Indicator	Proposed Target
Youth enrolled	750+
Youth successfully qualifying	500+
Job-ready candidates	500
Women beneficiaries	Minimum 40%
Underserved/marginalised beneficiaries	Minimum 30%
Project-based learners	300+
Employment/interview pipeline	250+
Direct placement target	150+
Entrepreneurship-oriented participants	100+
Innovation projects	50+
Industry/ecosystem engagements	25+
Expert/mentor sessions	30+
Six-month outcome tracking	80%+ of qualified learners

These targets shall be treated as programme objectives and performance indicators, not unconditional guarantees.

31. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the date first written above.

FOR QUANTUMEZON CAREER INSTITUTE

A Unit of Quantumzon Global Pvt. Ltd.

Name: Mr. Jayesh Sodha

Designation: Director / Authorised Representative

Signature: _____

Date: _____

Place: _____

Quantumzon Seal:

FOR THE NGO / INCUBATION CENTRE

Organisation Name: _____

Name: _____

Designation: _____

Signature: _____

Date: _____

Place: _____

Organisation Seal:

WITNESSES

Witness 1

Name: _____

Address: _____

Signature: _____

Witness 2

Name: _____

Address: _____

Signature: _____

— END OF MEMORANDUM —