

BY AND BETWEEN

Wagons Skill Foundation, a Section 8 company (Not for Profit), incorporated under the provisions of the Companies Act, 2013, having its registered office at Office No-302, Montreal Business Center Tower 2, Pallod Farms, Baner, Pune – 411045, through its Director (hereinafter referred to as the "Foundation")

AND

Directorate General of Training (DGT), under the Ministry of Skill Development & Entrepreneurship (MSDE), the apex organization responsible for the development and implementation of vocational training schemes at the national level, having its office at 7th Floor, New Kaushal Bhawan, Near Safdarjung Railway Station, Chanakyapuri, New Moti Bagh, New Delhi – 110023 (hereinafter referred to as the "Partner Organization", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns).

The Foundation and Partner Organization may hereinafter be individually referred to as a "Party", and collectively as the "Parties".

WHEREAS:

A. The Foundation, established in 2015, is engaged in Education, Skill Development, and Entrepreneurship programs, and has developed world-class curriculum, content, and methodology ("Wagons Curriculum, Content, and Methodology") to deliver its programs through workshops, training sessions, digital platforms, Learning Management System (LMS), and a mobile app.

B. DGT, committed to vocational education, research, and societal impact, is interested in cooperating with the Foundation to achieve shared objectives through this Digital Financial Literacy initiative.

NOW THEREFORE, the Parties agree to collaborate as follows:

This MoU is non-binding and does not create legal or financial obligations except for clauses related to Intellectual Property Rights, Data Privacy & Protection, Confidentiality, Dispute Resolution, and Indemnity.

1. Purpose


This MoU is non-binding and limited exclusively to sharing access to the Foundation's mobile learning application for hosting on the BharatSkills platform. No legal, financial, or commercial obligations arise from this MoU, other than those explicitly stated regarding intellectual property, data privacy, and confidentiality.

2. Scope of Collaboration:

This non-binding MoU outlines a collaboration between Wagons Skill Foundation and the Directorate General of Training (DGT) to enable access to the Foundation's mobile-based Digital Financial Literacy application via the BharatSkills platform. The Foundation will provide the necessary technical

details, while DGT will host or redirect users to the app and promote it among students and faculty. The MoU ensures that both parties retain their intellectual property, comply with data protection laws, and incur no financial or legal obligations beyond those explicitly stated.

3. Responsibilities:


स्वाती सेठी, आई.एस.डी.एस./Swati Sethi, I.S.D.S.
निदेशक/Director
डी.जी.टी., कौशल विकास और उद्यमशीलता मंत्रालय
D.G.T., Ministry of Skill Development and Entrepreneurship
भारत सरकार/Govt. of India
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- A. The Foundation shall:
- o Provide access to its mobile-based learning application related to Digital Financial Literacy.
 - o Share the necessary links and user access details for integration with the BharatSkills portal.
 - o Ensure that students accessing the platform are governed by the Foundation's Terms & Conditions and Privacy Policy.
 - o Ensure periodic updates to track progress.
- B. DGT shall:
- o Host or provide a redirection link to the Foundation's app via the BharatSkills platform.
 - o Facilitate appropriate communication and promotion of the content among students and faculty.
 - o Ensure that students are informed of the third-party platform usage and related terms.

4. General Terms and Conditions

a. Term & Renewal

This MoU shall remain effective for five (5) years from the Effective Date or until completion of the agreed activities, whichever is earlier. It may be renewed with a 30-day prior written notice, based on mutual agreement and evaluation of outcomes.

b. Termination

1. Either Party may terminate this MoU by providing 60 days' written notice. Partner Organization will ensure no new enrolments are made during this notice period. Ongoing students may continue, subject to mutual agreement.
2. If either Party breaches the MoU, the other may issue a 30-day notice to rectify. If unresolved, the MoU may be terminated immediately after this cure period.

c. Notice


Either Party may, from time to time, change its respective address or representative. for receipt of notices or other communications by giving to the other Party not less than 10 days prior written notice in English.

4.1 Intellectual Property Rights

"Intellectual Property" or "IP" includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software programs, papers, models, teaching techniques, research, projects, databases and instruction manuals. Each Party shall retain all rights to its IP and nothing contained in this MOU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfillment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's IP. "WAGONS Curriculum, Content and Methodology" and/or any other third-party platforms provided by Foundation for the Program, for which Foundation has the right to provide for the purposes of this MOU to the Partner Organization/students/candidate with or without any charges should not be construed as giving any rights, title or interest of whatsoever nature to Partner Organization/students/candidate on such IP. Parties undertake and acknowledge that, if any third-party IP is used/utilized for the purposes of this MoU, it shall obtain required permits/licenses from the IP owner/competent authority and each Party shall be solely responsible for such third-party IP. Partner Organization/students/candidate shall not copy or reproduce Foundation/Wagons Skill Foundation- IP.

4.2 Data Privacy and Protection

The Parties hereby declare that they will comply with the applicable laws in force concerning data privacy and data protection within the scope of their activities under this MoU. Parties also agree to adhere to respective privacy policies of the Parties. Parties agree not to share externally any personal data/sensitive personal data/information relating to an identifiable individual (hereinafter


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referred to as "Personal Data") obtained or collected for the purposes of this MoU, without obtaining prior written permission of the Party who owns such data ("Data Subject"). The Parties agree that the Data Subject(s) who may suffer damage, arising from non-compliance with the respective obligations set forth in this MoU may be entitled to receive compensation for the damage suffered due to such non-compliance.




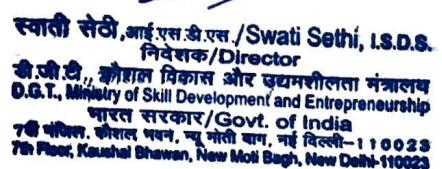
a. Parties agree that:

Personal Data will be accessed and processed solely for the purposes of this MoU only; Personal Data will be handled with necessary security controls & measures; Any incident of Personal Data breach shall be reported duly to the other Party and the owner of the data and take necessary steps as per applicable laws and policies;

Personal Data will not be retained for longer than required for the purposes of this MoU; If competent authorities legally require Personal Data access, Parties will promptly notify the data owner.

Partner Organization shall duly inform the students/candidates regarding the collection of their Personal Data for this MoU and ensure that the applicable privacy policy of the Foundation and/or any third party is adhered to. The Personal Data will be shared with the Foundation or any other third party on behalf of the Foundation, which will comply with applicable data privacy and data protection laws and maintain the same level of data protection security measures. Partner Organization shall duly obtain the express consent from the students/candidates/data owner in the as per the attached Annexure I -**Personal Data** - Informed Consent Form. Partner Organization expressly consents to the data collection and usage by the Foundation for the purposes of this MoU only.

IN WITNESS WHEREOF, the parties hereto have executed this MoU on the date mentioned above.

For Wagons Skill Foundation	For the Directorate General of Training (DGT)
Name: Uday Shetty Designation: CEO & Chairman	Name: Swati Sethi Designation: Director (Exams & IT)
Signature:  	Signature:  
Date: 13 th Aug 2025	Date: 13 th Aug 2025

Annexure I - Personal Data - Informed Consent Form

(Ref:MoU/WSF/DGT/ _____)

Voluntary Consent: Notwithstanding the terms of the MoU and the privacy policies, by registering to the "WAGONS Curriculum, Content and Methodology" and the Program, the Partner Organization/students/candidates/data owners provide their voluntary & express consent for collection of data, including personal data, sensitive personal data, information. relating to an identifiable individual (collectively "Data") & usage by the Foundation (which) includes, any other third party authorized on behalf of the Foundation) for the purposes of this MoU and the Program(s) mentioned therein.

Purpose: The Data owner understands that the Data will be utilized, inter alia, for impact assessment, analysis, studies and reporting purposes of the Foundation.

Safety & Security: The Data owner understands that the Foundation and Partner Organization (DGT) shall ensure that the data collected from Partner Organization/students/candidates/ data owners who register for the "Wagons Curriculum, Content and Methodology" is kept safe and secure as per the applicable laws & privacy policies and not used for any purpose. other than for the purposes contemplated under this MoU.

Data Retention: The Data owner understands that the Data will be retained during the term of this MoU, entire enrollment period and thirty-six (36) months post completion of the enrolled courses under the Program, whichever is later. Foundation may require Partner Organization/students/candidates/data owners for additional/further information for up to thirty-six (36) months post completion of the enrolled courses under the Program. The Data owners expressly and voluntarily agree to provide such information as requested by the Foundation.

Dissent & Withdrawal of Consent: The Data owner understands that the Data owner shall have the right to dissent or withdraw the consent provided for Data collection and usage by the Foundation. In such event, Foundation reserves the right to withdraw any and/or all access to "WAGONS Curriculum, Content and Methodology" forthwith without prejudice. Access & Corrections: The Data owner understands that that the Data owner has the right to access and correct the Data provided in accordance with the provisions of the applicable data privacy laws & policies.

Declaration: I hereby declare that I'm the legal owner of the **Data** provided, the Data provided are correct and authentic to the best of my knowledge and understanding, I am legally competent to sign this document, and I have read and understood the terms of Data collection and hereby provide my voluntary, informed and express consent as on the date mentioned herein below

Date	Full Name	Contact Number	Contact Email	Signature

Swati

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