



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

INSTITUTE OF ENGINEERING & TECHNOLOGY

&

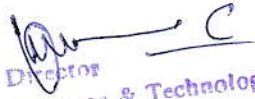
INTERNSHALA

**SCHOLIVERSE EDUCARE PRIVATE LIMITED, B-610, UNITECH BUSINESS
ZONE, NIRVANA COUNTRY, SOUTH CITY 2, GURGAON, INDIA – 122018**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, AND RELATED SERVICES**




Director
Institute of Engineering & Technology
Dr. B. K. ... University
Khandala, ...

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **19th Day of June, Two Thousand and Twenty (19/06/2020)**, by and between

INSTITUTE OF ENGINEERING & TECHNOLOGY, DR. BHIMRAO AMBEDKAR UNIVERSITY, KHANDARI CAMPUS, AGRA, THE FIRST PARTY represented herein by its **Director** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

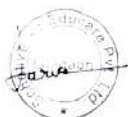
AND


Scholiverse Educare Private Limited (company registration number-U80901HR2011PTC064443), herein after referred to as **Internshala** which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns, having its registered office at Block-B, 6th Floor, Unit No. 610, Unitech Business Zone, South City-2, Gurugram, Haryana, India - 122018, acting through its Authorized Representative Mr. Sarvesh Agrawal (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (a) **INSTITUTE OF ENGINEERING & TECHNOLOGY, DR. BHIMRAO AMBEDKAR UNIVERSITY, KHANDARI CAMPUS, AGRA**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training and Education.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **INTERNSHALA, SCHOLIVERSE EDUCARE PRIVATE LIMITED, B-610, UNITECH BUSINESS ZONE, NIRVANA COUNTRY, SOUTH CITY 2, GURGAON, INDIA - 122018**, the Second Party is engaged in Business, Skill Development and Education services in the fields of – **Computer Science Engineering, Electronics & Communication Engineering and Mechanical Engineering** and related fields.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:




Director
Institute of Engineering & Technology
Dr. B R Ambedkar University
Khandari Campus, Agra

CLAUSE 1 CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1. **Overview:** This Agreement is regarding skill building of students of College through online trainings provided by Internshala Trainings (<https://trainings.internshala.com>) – e-learning platform of Internshala.
2. **Agreement Term:** This Agreement will be operational and valid for the period of 3 years from the date of execution (i.e. from 19th June 2020 to 18th June 2023, hereinafter referred to as Term) or until the date of earlier termination. Upon completion of the Term, the Agreement can be renewed with mutual consent of both Parties.

CLAUSE 2 SCOPE OF THE MoU

1. Internshala Deliverables

- I. Internshala will make the online trainings available to all the students of the college at a specially reduced fee (please see annexure A) that students will pay individually.
- II. Post payment of the fee, the students will be given access to their chosen training on Internshala Trainings.
- III. Other than learning material that consists of structured video tutorials, exercises, and tests; the enrolled students will be given access to a doubt clearing forum to clarify their doubts online with the trainers
- IV. In case students are not able to complete their training in stipulated time due to a valid reason, Internshala will extend the training duration for such students so as to enable them to complete their training.
- V. Upon completion of the training, students will be provided with a **certificate of Training** after they appear for the final online exam and score minimum 33% marks in it.
- VI. Post completion of the training, Internshala will provide placement assistance to all the enrolled students which will consist of following –
 - a. Free access to an online Placement Preparation Training covering resume writing, cover letter writing, application process, and interview preparation
 - b. Access to curated jobs and internships as per students' preference that they can apply to online
 - c. Top performing students of the training will be highlighted in their job/internship applications on Internshala
- VII. Internshala will provide regular updates to College abouts its students performance in the enrolled online trainings as per College's request
- VIII. Post signing of the Agreement, Internshala will inform the students of College registered with it about the benefits available to them under the Agreement at regular intervals.



Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra

2. College Deliverables

- I. Inform the students of College about the Agreement and the benefits available to them under it at regular intervals through various means such as written notice, email, WhatsApp, intranet etc.
- II. College may consider reimbursing the training fee of the enrolled students upon successful completion of the training under TEQIP-III initiative as appropriate

3. Branding

- I. Internshala grants College a limited, non-exclusive, non-sub-licensable, non-transferable, non-assignable (except in conjunction with a permitted assignment of this Agreement) license during the Term to use Internshala Trainings name and logo as 'Official Training Partner' in College's internal and external communications as College deems fit. Use of Internshala Trainings name and logo by College will adhere to the brand guidelines of Internshala.
- II. College grants Internshala a limited, non-exclusive, non-sub-licensable, non-transferable, non-assignable (except in conjunction with a permitted assignment of this Agreement) license during the Term to use College name and logo in internal and external communications as Internshala deems fit.
- III. Except to the limited extent expressly provided in this Agreement, neither Party grants, nor the other Party will not acquire, any right, title or interest (including, without limitation, any implied license) in or to any property of the first Party. All rights not expressly granted herein are deemed withheld. All use by a Party of the other trade names, trademarks, service marks, logos, etc., and any goodwill associated therewith, will inure to the benefit of the grantor.

CLAUSE 3 VALIDITY

4. Termination

In case of either Party wanting to terminate the Agreement, it can be done on a mutually agreed upon date in a justified way with a notification given at least 30 days prior to termination date. However, the Parties will ensure that interests of the students who may have already enrolled for future batches or currently undergoing the training on Internshala Trainings at the time of termination or expiration of this Agreement are not impacted and they are provided with necessary services and support as promised to them at the time of enrollment.

5. Confidentiality

- I. Internshala and College will not disclose the details of this Agreement and any private information that they come across when this Agreement is in effect to any third-Party.
- II. If either Party (the "Receiving Party") under this Agreement gains access to confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's prices, business, plans, technology, products, and other non-public information of the Disclosing Party (collectively, "CI" or "Confidential Information"), then the terms of this section will apply. CI includes all information in tangible or intangible form that is marked or designated as confidential by the Disclosing Party or that, under the circumstances of its disclosure, should be considered confidential. The Disclosing Party owns all right, title and interest, including all patent, copyright, trademark, trade secret rights and any other intellectual property or proprietary rights in any jurisdiction, including any and all applications, renewals, extensions and restorations thereof, in the Disclosing Party's CI. Each Party agrees that it will not use in any way for its own benefit or the benefit of any



Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra

third Party, except as expressly permitted by, or as required to implement, this Agreement, nor disclose to any third Party (except as required by law or to such Party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's CI. Each Party will take reasonable precautions to protect the confidentiality of the other Party's CI that are at least as stringent as it takes to protect its own CI.

6. Force Majeure

Neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

7. Disputes

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives. Any dispute arising out of, in connection with or relating to this Agreement, or the breach, termination or validity thereof, that has not been resolved by negotiation with-in thirty (30) calendar days after a Party's request for negotiation, would be resolved by arbitration. Should arbitration fail, the dispute shall be resolved under the jurisdiction of Gurgaon court.

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District ~~Head~~ ^{Director} ~~Quarters~~ of the First Party. This




Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra

undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Agra**.

AGREED:

First Party

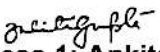

Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra
Authorized Signatory

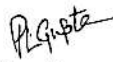
Second Party


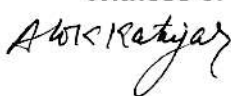



Authorized Signatory

INSTITUTE OF ENGINEERING & TECHNOLOGY	INTERNSHALA, SCHOLIVERSE EDUCARE PRIVATE LIMITED,
DR. BHIMRAO AMBEDKAR UNIVERSITY KHANDARI CAMPUS, AGRA	B-610, UNITECH BUSINESS ZONE, NIRVANA COUNTRY, SOUTH CITY 2, GURGAON, INDIA - 122018
9410251040 (DIRECTOR)	+91 124 4004123
vk.saraswat@gmail.com ietagrateqip3@gmail.com	sarvesh@internshala.com
www.ietagra.org.in	Internshala.com


Witness 1: Ankita Gupta


Witness 2: Dr. P L Gupta


Witness 3:



Witness 4:
(NAMAN GARG)