

MEMORANDUM OF UNDERSTANDING

This agreement for **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this the December 05, 2024.

BETWEEN

Dr. K.N Modi Institute of Engineering & Technology - Modinagar, Uttar Pradesh, a higher educational institution represented herein by its **Head Training & Placement, Ajay Kumar** (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, subsidiaries, affiliates, administrators and assigns).

AND

Chetu India Private limited, H-6, Sector-63, Noida, Uttar Pradesh- 201301 the **Second Party**, engaged in the field of Software Services (including Skill Development, Education and R&D Services) duly represented herein by its **Senior Team Leader, Mr. Junaid Hanfi** (herein after referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

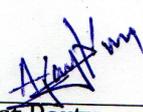
(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party').

Whereas this MOU is signed with the vision of imparting the requisite knowledge and skills to the student community for bridging the gap between the Industry and Academia and thereby enhance their employability by providing Skill based training, Education and Research.

NOW THIS MOU WITNESSETH and it is hereby agreed by and between the parties hereto as follows.

PURPOSE

The parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the purpose of promotion and understanding of high performance in awareness activities and organizing various programs including industrial visit, faculty development program, training, research and education and other skill enhancement activities. The purpose of this MOU is to define the areas for


First Party

Second Party

various aspects in which parties desires to work together to foster a collaborative framework amongst one another with a view to benefit from each other's initiatives and working procedures and to support collaboration among the members associated with the both parties.

SCOPE OF THE MOU

1. **Campus visits:** Second party may visit the campus of first party and address the interested students about various aspects of industry needs, past present and future trends, knowledge, demands, skills, Education and Research through guest lectures and other interactions.
2. **Mapping:** Second party may guide First Party's students ("Students") for its industrial align course program with the aid and assistance of First Party. Second Party, in its sole discretion (using various criteria including not limited to academic performance, result of a test etc.), may choose to restrict entry to such programs for only selected Students ("Selected Students").
3. **Course material:** Second party may provide specific course materials to First Party and may require First Party to provide training as per such course material to the Selected Students.
4. **Curriculum Design:** Second Party may give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the Selected Students meaningfully fit into its industrial scenario.
5. **Faculty Development Programs:** Second Party may choose to train the staff or faculty of First Party for imparting industrial exposure/ training as per its requirements.
6. **Placement Drive:** Second Party may, in its sole discretion, actively engage in placement drive of Selected Students of the First Party as per its terms and conditions.
7. **Approval:** Both Parties shall individually and at their own expense, obtain all applicable internal approvals, consents, permissions and licenses of whatsoever nature required, as required by law, for offering the programs on the terms specified herein.
8. **Estoppel:** Second Party, in its sole discretion, may require First Party to restrict third-parties (including other private industry) to conduct any kind of seminars, workshop, and trainings of Selected Students.


First Party

Second Party

RIGHT OF FIRST REFUSAL

Second Party has contractual first right to engage the Selected Students upon completion of their respective programs at First Party. For clarity, no other party except Second Party, shall be allowed to engage (e.g. for training or hiring etc.) such Selected Students unless approved in writing by Second Party. First Party understands and agrees that this paragraph is a material provision of this MOU agreement and that any breach of this paragraph shall be a material breach of this MOU agreement, and that Second Party would be irreparably harmed by violation of this provision.

INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

VALIDITY

The memorandum shall remain in force for a period of **One year** commencing from effective date. Both the parties are having right to terminate the present MOU by giving one month written notice to the other party. The Parties agree that any Selected Student selected during the term of the MOU shall survive any termination of this MOU. First Party and such Selected Student shall be bound by the terms of this MOU even if such MOU may have been terminated.

AMENDMENT/MODIFICATION

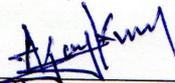
This MOU may be amended or modified only by a written agreement signed by the authorized representatives of both Parties.

CONFIDENTIALITY

The Parties agree to keep the MOU in the strict confidence and not to disclose to any third party or use for any purpose (other than in connection with this MOU) any information relating to other's business which is "confidential". The identities of the Selected Students shall also be kept confidential.

NON - DISPARAGEMENT

First Party shall not threaten the Second Party or make, post, publish or communicate to any person or entity or in any public forum any comments or statements (written or


First Party

Second Party

oral) that intentionally seek to denigrate or disparage, or are detrimental to, the reputation or stature of the other party or its businesses, or any of its employees, directors and officers and existing and prospective customers, suppliers, investors and other associated third parties. First Party shall notify and require its Students (through policy or otherwise) to comply with the terms of this paragraph.

CO-OPERATION

First Party shall notify and require its Selected Students (through policy or otherwise) to comply with the terms of their respective agreements, if any, with Second Party. Should a Selected Student violate any legal agreement(s) with Second Party, First Party shall fully co-operate, assist and take reasonable action to cause such person to remedy their violation.

NON – SOLICITATION

First Party agrees that it will not directly or indirectly: (i) induce or attempt to induce any employee, contractor or agent of parties to terminate his/her relationship in any manner whatsoever; or (ii) in any way materially interfere with the relationship between Second Party and its employee, contractor or agent; or (iii) hire or attempt to hire, directly or through any entity, any person who was an employee, contractor or agent at any time of Second Party; or (iv) induce or attempt to induce any partner, client, referral source, customer, supplier, licensee, or any other person with a business relationship with Second Party to cease or reduce their business with Second Party or to do business with any other person, business or entity which is detrimental to Second Party.

GOVERNING LAW AND DISPUTE RESOLUTION

- a) Governing Law: This MOU shall be governed by the laws of India.
- b) Arbitration: In the event of there being any dispute or difference between the Parties concerning the validity or interpretation of this MOU or anything contained herein, or in connection therewith or relating to any of the rights, duties, obligations, or the performance thereof, such dispute shall, failing mutual agreement of the Parties to settle it in any other way, be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amended thereto by a Sole Arbitrator to be appointed by the Parties mutually. The proceedings of the arbitration shall be conducted in the English language. The seat and venue of the arbitration proceedings shall be Delhi. Subject to the foregoing, the Parties submit to the exclusive jurisdiction of Courts at Delhi.


First Party

Second Party

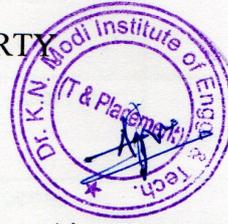
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IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, effective as of the day, month and year first above written.

FIRST PARTY

Dated: 05 December 2024

By:



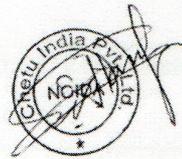
Printed Name: Ajay Kumar

Title: Head Training and Placement

SECOND PARTY

Dated: 05 December 2024

By:



Printed Name: Junaid Hanfi

Title: Senior Team Lead

First Party

Second Party