

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Dayanand College, Hisar, Haryana

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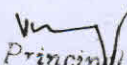
Appworx IT solution Pvt Ltd

Regd. Office: Sebiz Square, IT – C6, Sector 67, Mohali – 160062, Punjab, India

Local Training Center: Govt PG College Hisar

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES**


Principal
Dayanand College
HISAR


Principal
Dayanand College
HISAR
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MOU') is entered into on this the 25th -August-Two Thousand and Twenty One(2021),by and between Dayanand College ,Hisar, Haryana, THE FIRST PARTY represented herein by Dayanand College ,Hisar, Haryana (herein after 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

Appworx IT solution Pvt Ltd, Regd. Office: Sebiz Square, IT - C6, Sector 67, Mohali - 160062, Punjab, India having-Local Training Center at Govt PG College Hisar, THE SECOND PARTY, and represented herein by its Center Head, Mr.Dharamveer Singh,(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 herein after jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Training & Placement Cell of a Higher Educational Institution named: **Dayanand College , Hisar, Haryana**
- 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 with in area of Skill Based Training, Education and Placements.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) eKarma - Hisar Centre (A Unit of Appworx IT Solutions Pvt. Ltd.),the Second Party is one of the five centre of excellence established by Department of Higher Education in order to impart trainings, disseminate knowledge in order to promote Freelancing, Entrepreneurship & Employability of students (Graduate/Final Year Students) of Colleges & Universities.
- F) eKarma - Hisar Centre (A Unit of Appworx IT Solutions Pvt. Ltd.), is a centre of excellence established in Government Post Graduate College, Hisar is one of the five centre of excellence established by Department of Higher Education, Government of Haryana.

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


**Principal
Dayanand College
HISAR**


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CLAUSE 1

CO- OPERATION

- 1.1 Both the parties shall work together to attain the common goals and objective which is to train maximum of students through different programs & technologies which are being offered by the second party.
- 1.2 First party shall cooperate in terms of outreach for the students (Current Batch & 2 Previous Years Pass outs) of **Dayanand College, Hisar** in order to benefit the students with FREE Trainings & subsequent placement opportunities.
- 1.3 First Party shall share the details of the students which are being targeted course/program wise in order to maximize the conversion from the students.
- 1.4 The common goal is to train & place maximum students in the industry either from the current batch studying the premise of first party or the pass outs of previous 2 years.
- 1.5 Second party will co-operate in terms of arrange special sessions, classes, new programs & curriculum(as required, time to time), soft skill sessions etc for the students.
- 1.6 Second party is bound to work as per directives from Department of Higher Education and it will continue to work in such manner.
- 1.7 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.
- 1.8 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter in to all relevant agreements, deeds and documents(the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party has developed the Curriculum as per the industry standards for various programs. First party shall be free to give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrials scenario meaningfully.
- 2.3 **Placement Interviews/Drives:** Once students are trained & certified by the Second Party they shall be ready to work in the industry and both the parties must come together in order to place them across the industry. The goal is to place maximum students. Second Party is working on the objective of promoting Freelance, Entrepreneurship & Employability

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Dayanand College
HISAR

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Skills.

First Party shall make its efforts to place the trained students across their existing industry associations and Second Party shall do the same.

Upon selection in a company, the First Party shall have to share the details such as:

- a. Offer Letter / Letter of Intent
- b. Details of Students placed
- c. Any other details pertaining to their employment as a disclosure.

The above letter/details shall be required by the Second Party to upload on the portal governed by the Department of Higher Education, Government of Haryana.

- 2.4 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 There is no financial commitment or exchange on the part of any of the parties i.e. **Dayanand College , Hisar, Haryana**(First Party) & **eKarma – Hisar Centre** (Second Party).

CLAUSE 3

INTELLECTUALPROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels 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, copyrights and designs)of the other Party.

CLAUSE 4

VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **eKarma – Hisar Centre (A Unit of Appworx IT Solutions Pvt. Ltd.)**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **eKarma – Hisar Centre (A Unit of Appworx IT Solutions Pvt. Ltd.)**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **Dayanand College , Hisar, Haryana** and **Appworx IT solution Pvt Ltd (Local Training Center: Govt PG College Hisar)** 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

Principal
Dayanand College
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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.

[Signature]
Principal
First Party
Dayanand College
HISAR



Second 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 Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Hisar.

AGREED:

[Signature]
Principal
Dayanand College
HISAR

For Dayanand College,
Hisar

For eKarma – Hisar Centre (A Unit of
Appworx IT Solutions Pvt. Ltd.)

[Signature]
Principal
Dayanand College
Authorized Signatory
HISAR

[Signature]
Authorized Signatory

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| First Party: Dayanand College, Hisar, Haryana | Second Party: eKarma – Hisar Centre (A Unit of Appworx IT Solutions Pvt. Ltd.) |
| Address: Bhamashah Nagar, Hisar, Haryana 125001 | Address: eKarma Hisar Centre, SACC Centre, Government PG College, Rajgarh Road, Hisar. |
| Contact Details: Dayanand College, Hisar +91-1662-233136 | Contact Details: Sh. Dharamveer Singh +91-99889 03036 |
| E-mails: principal.dnchr@gmail.com | E-mail: dharamveer.singh@sebiz.in |
| Web: https://www.dnc.ac.in/ | Web: http://ekarmaindia.com/ |

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Witness 1:

[Signature]
Witness 2:

[Signature]
Witness 3:

[Signature]
Witness 4:

Principal
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