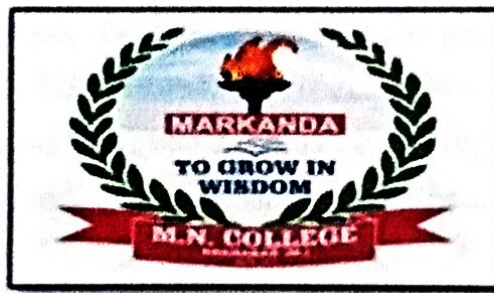


**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN**



SHIKSHA FOUNDATION - KURUKSHETRA

&



**MARKANDA NATIONAL COLLEGE,
SHAHABAD MARKANDA
DISTT. KURUKSHETRA**

FOR

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

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this 01st OCTOBER 2019, by and between

Shiksha Foundation, the First Party represented herein by its **President, Kapil Madan** address SCO- 72-73,GS Plaza, Opp. New Bus Stand, Kurukshetra -136118, Haryana (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

Markanda National College, and represented herein by its **Principal, Dr. Ashok Kumar**, address **Ladwa Road, Shahabad Markanda, Distt. Kurukshetra 136135, Haryana** (hereinafter 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') as

WHEREAS:

- A) First Party is a Trust, engaged in Skill Development, Education, Job Placements and R&D Services named & Address
- (i) Shiksha Foundation, SCO 72-73, 1st Floor, GS Plaza, Opp. New Bus stand, Kurukshetra -136118, 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.

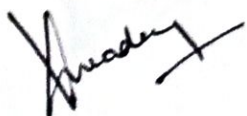


- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Job Placements and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Markanda National College**, the Second Party is a Higher Educational Institution engaged in education field.

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

CLAUSE 1 CO-OPERATION

- 1.1 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.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 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 into 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. Alongwith the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof 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:** First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the First Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners



- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Skill Training, Education & Job Placements.**
- 2.5 **Skill Development Programs:** First Party to train the students of Second Party on the Tally Accounting Software and emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** First Party to extend the necessary support to deliver guest-lectures to the students of the Second Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** First Party to train the Faculty members of Second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** First Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.10 There is no financial commitment on the part of the each party without any mutual consent the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.11 The expenses of any skill training or any other programmes will be equally born by both parties. Any Fee or other income generated by Training or other activities will be equally managed by both parties and if further invested for the welfare of students.



CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 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, 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.
- 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 **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.



First Party



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 **Kurukshetra**.

AGREED:

For Shiksha Foundation



(President, Kapil Madan)

For Markanda National College



(Principal, Dr. Ashok Kumar)

Shiksha Foundation	Markanda National College
SCO 72-73, Ist Floor, GS Plaza, Opp. New Bus stand, Kurukshetra -136118, haryana	Ladwa Road, Shahabad Markanda, Distt Kurukshetra 136135
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