

महाराष्ट्र MAHARASHTRA

2023

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जिल्हा कोर्टात प्रमाणित करण्यात आलेला आहे

31 OCT 2023

मुद्रांक प्रमुख लिपीक जळगांव

MEMORANDUM OF UNDERSTANDING  
(MoU)

BETWEEN



ExcelR Edtech Pvt. Ltd.

&



Khandesh College Education Society's  
College of Engineering and Management,  
Ganesh Colony, Jalgaon - 425001 Maharashtra

FOR

Student Development Programs, Faculty Development Programs and Student Internships on  
Different Emerging Software Technologies

ExcelR Solution  
49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.  
Email: enquiry@excelr.com | 1800-212-2120 (Toll Free)  
www.excelr.com

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MOU') is entered into on this the 31<sup>st</sup> day of October Month 2023 (Date 31-10-2023),

by and between ExcelR Edtech Pvt. Ltd.,

(Here in after referred as 'First Party')

And

*Khandesh College Education Society's College of Engineering & Management - Jalgaon Maharashtra*

(Here in after referred to as 'Second Party')

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

### WHEREAS:

1. First Party is a EdTech company: ExcelR Edtech Pvt. Ltd.
2. 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.
3. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
4. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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



## CLAUSE 1: CO-OPERATION

5. 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.
6. 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 the second party in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
7. 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. Along with 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.
8. ExcelR would be the training delivery partner for the second party on various trending technologies.
9. ExcelR would be the training delivery partner for the student internships of second party on various trending technologies of minimum four weeks duration.
10. ExcelR will reach out to students to communicate about course details, webinars, blogs, industry events etc., which will be informative or promotional in nature.
11. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both the organizations.
12. ExcelR would work with incubation centers/ innovation cells of second party (Case to case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party
13. Cooperation between both parties would be extended to any other area which may be mutually beneficial to both the organizations.

## CLAUSE 2: SCOPE OF THE MoU

14. 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.
15. Software Technologies Training: The first party will provide the training's to the students and Faculties of the second party on different technologies like Data Science, Data Analyst, Artificial Intelligence, Tableau, Python, etc., Research and Development
16. Skill Development Programs: First Party to train the students of second Party on the emerging technologies to bridge the skill gap and make them industry ready.
17. 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.
18. Faculty Development Programs: First Party to train the faculties of second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
19. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
20. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free training's run by the first party under Everyday Learning Initiation.
21. First party would extend the help in providing artifacts such as training records, certificates to the second party upon a written request from the second party. This information is limited to only the students of second party and at the discretion of first party.
22. In case, second party wants to conduct customized commercial training's then this agreement can be amend/adding annexure with mutually agreed terms.

### **CLAUSE 3: INTELLECTUAL PROPERTY**

23. The first party will have the sole rights on the curriculum and related content provided in the training's and it cannot be replicated or copied without the consent of the first party.
24. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

### **CLAUSE 4: VALIDITY**

25. The period of the agreement is valid for a period of 2 year's from the date of signing of this agreement
26. This agreement will be valid only at the intentions of the parties involved therein, this MOU could be dissolved or cancelled by either party any time by giving 30 days' notice and shall not have any legal bindings in nature. should either or all the parties to it opt to not act upon, the MOU loses its validity.

### **CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES**

27. 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 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.
28. There is no obligation on second party and first party for conducting minimum number of paid or unpaid session during the term of MoU.



**AGREED:**

For: ExcelR Edtech Pvt. Ltd..

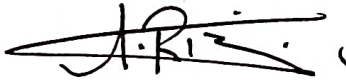


**Mr. Shyam Narayan**  
President, HR & Operations

**Authorised Signatory**

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For: *Khandesh Education Society's College  
of Engineering & Management - Jalgaon  
Maharashtra.*



**Dr Sanjay R. Sugandhi,**  
**Principal,**  
*Khandesh College Education  
Society's College of  
Engineering & Management -  
Jalgaon Maharashtra.*

**Authorised Signatory**