MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



SHRI KRISHNA UNIVERSITY

NH 86, Village Chouka, Sagar Road, Chhatarpur, Pin- 471301 State- Madhya Pradesh (India)





Khajuraho Argo and Fine Arts
Infotainment Private Limited
In Front of Hotel Clarks,
AIRPORT ROAD, KHAJURAHO
Pin- 471606
State- Madhya Pradesh (India)

MEMORANDUM OF UNDERSTANDING

This indicative **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 02/03/2022

BETWEEN

SHRI KRISHNA UNIVERSITY, NH 86, Village Chouka, Sagar Road, Chhatarpur, 471301 Madhya Pradesh, the First Party represented herein by Shri Gireesh Tripathi, Pro Vice Chancellor, Shri Krishna University), the Competent Authority of University(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

KHAJURAHO AGRO AND FINE ARTSINFOTAINMENT PRIVATE LIMITED, In Front of Hotel Clarks, Airport Road, KHAJURAHO471606 (M.P.), the Second Party, and represented herein by its Director (MD), Mrs. VANDANA BUNDELA, (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')

WHEREAS:

- A) First Party is a State Private University duly recognized by UGC, Government of M.P., MP Private University regulatory Commission SHRI KRISHNA UNIVERSITYNH 86, VILLAGE CHOUKA, SAGAR ROAD, CHHATARPUR, PIN- 471301STATE- MADHYA PRADESH (INDIA)
- B) Khajuraho Agro And Fine Arts Infotainment Private Limited, In Front Of Hotel Clarks, Airport Road, Khajuraho 471606 (M.P.), The Second Party Is Engaged In Business, Development, And Skill Development In The Fields Of Specialized, It

Services, Smart Agriculture, Horticulture And Cultural Arts Specialized It Services Like- It Infra (Cyber Security, Iot Support, Infra Management), Management (It Legal Global Contract Management, Project Management, Business Analysis & Consultancy), Mobility (Application Development & Support, Web Hosting, Drones Services)- And Related Fields

- C) Khajuraho Agro And Fine Arts Infotainment Private Limited, The Second Party Is Private Limited Company; Situated In Front Of Hotel Clarks, Airport Road, Khajuraho471606 (M.P.).
- D) The Khajuraho Agro and Fine Arts Infotainment Private Limited Is Engaged Variety of It Solutions. And It Provides End-To-End Designing, Deployment, And Maintenance of Resilient IT Infra.
- E) 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.
- F) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Technical Education and Research.
- G) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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 WITH THE COLLEGE STUDENTS of SHRI KRISHNA UNIVERSITY 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 academic 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 further 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 future final understanding (Complete MoU) 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 this institute 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 Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge. The Second Party will give valuable inputs to the First Party in teaching/ training methodology so that the students fit into the industrial scenario meaningfully.
- 2.3 Curriculum Design: Second Party will offer industry standard consulting

services to the First Party in teaching / training methodology and suitably offer suggestions to customize the curriculum so that the students fit into the industrial scenario meaningfully.

- Industrial Training &Visits: Industry and Institution interaction will give 2.4 an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies/sister concerns 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 Software Labs / Workshops / Industrial Sites (as may be decided by mutual discussion at particular point of time) for the hands-on training of the learners enrolled with the First Party. For the sake of clarity specific to Information Technology trainings which includes, software coding, development, AI (Artificial Intelligence), Block Chain Technology, IoT platform development, Android development/IOS (iPhone Operating System), First Party will support second party to use its in house infrastructure, include equipped computer labs and allow Second party to install the industry standard software when required.
- 2.5 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs at their company, or other related companies, as per AICTE/ NEP 2020 internship Policy. The candidates will be encouraged for 3-to-6-month industry training by the second party with maximum of 3 interview referral or 30 days training under this program where, they will be getting the industry exposure as with the current market demand with maximum of single interview referral (For the sake of clarity, Second Party will assist candidates with the maximum of 3 interview referral if the candidate is opting for 3-to-6-month industry

- training, once offer is extended to the candidate by a company, the same candidate will not be eligible for any additional reference.
- 2.6 **Research and Development:** Both Parties have agreed to carry out the candidate's development in the form of current industry requirement.
- 2.7 **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.
- 2.8 **Guest Lectures/Webinars:** 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, as and when requested by First Party, and as per mutual administrative convenience between two parties.
- 2.9 **Faculty Development Programs:** Second Party to help or facilitate in training the Faculties of First Party for imparting industrial exposure/training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.10 On the Job Training: Second party will be responsible to train the candidates in the form On the Job Training were, he will be training of 3 months purely for Industry after that company will conduct Interview and after that if, company finds out that the candidates are up to the mark and standard of the company, the company can hire them if the company has job vacancies at that time. Company will hire them on their own pay roll or refer to the group partners company as per the market demand.
 - 2.11 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature as may be required for offering the mutually agreed services, or Programs on the terms specified herein.
 - 2.12 There is financial commitment, or obligation on the part of the SHRI KRISHNA UNIVERSITY(the First Party) and KHAJURAHO AGRO AND FINE ARTS INFOTAINMENT PRIVATE LIMITED (the Second Party) to

take up any program mentioned in this MoU or in future agreements in continuity of this agreement. If there is any financial consideration for the activities, it will be dealt separately as per norms of both the organizations in mutual respect and consideration and as per available budget and provisions available at disposal of both the parties.

CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel (the principle which precludes a person from asserting something contrary to what is implied by a previous action or statement of that person or by a previous pertinent judicial determination) 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.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until the period when final MoU is expressly terminated by either Party on mutually agreed terms, during which period KHAJURAHO AGRO AND FINE ARTS INFOTAINMENT PRIVATE LIMITED, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Skill Development, and Training Partner or KHAJURAHO AGRO AND FINE ARTS INFOTAINMENT PRIVATE LIMITED, 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 First Party and Second Party are acting under this

MOUas independent contractors and entities, and the relationship established under this MOU shall not be construed as a partnership but merely a relation in mutual goodwill and professional relationship without any intent of harming the interests of each other. 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 Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Madhya Pradesh.

AGREED:

For

SHRI KRISHNA UNIVERSITY,

NH 86, Village Chouka, Sagar Road, Chhatarpur, 471301 Madhya Pradesh

KHAJURAHO AGRO AND FINE ARTSINFOTAINMENT

PRIVATE LIMITED, In Front of Hotel Clarks,
Airport Road, KHAJURAH0471606

(M.P.)

For

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Authorized Signatory/Representative

Authorized Signatory/Representative

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SHRI KRISHNA UNIVERSITY	KHAJURAHO AGRO AND FINE ARTS INFOTAINMENT PRIVATE LIMITED
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www.skuindia.ac.in	Webhttps://www.khajurahoinfotainmen

Witness1:

2/03/2022

Witness2:

Vitness4.02

Witness3: