



# MEMORANDUM OF UNDERSTANDING (MOU)

# BETWEEN

SHRI KRISHNA UNIVERSITY
Village Chauka, N-H 86, Sagar Road,
Distt.Chhatarpur, PIN 471301
State-Madhya Pradesh (India)

&

PIE INFOCOMM PRIVATE LIMITED,
1st Floor, B-12, Sector E, Aliganj, Lucknow,
Distt. Lucknow, PIN -226024,
State-Uttar Pradesh (India)

Pro Vice Chancellor

Chinatarpur(M.P.)

TI PIE MFOCOMM PVT. LTD.

1st Floor, B-12, Sector - E

Aliganj, Lucknow - 226 024





### MEMORANDUM OF UNDERSTANDING

This indicative **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the (22-Jan-2021)

#### BETWEEN

Shri Krishna University Chhatarpur MP, Approved By MP State Govt. & UGC, the First Party represented herein by Gireesh Tripathi Pro Vice Chancellor, 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

PIE INFOCOMM PRIVATE LIMITED, 1<sup>st</sup> Floor, B-12, Sector-E, Aliganj, Lucknow, Distt. Lucknow, PIN 226024, State-Uttar Pradesh, the Second Party, and represented herein by its Director (HR), Mr. Vijay Jaiswal, (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 named:

# Shri Krishna University Chhatarpur M.P.

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.

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- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Technical Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) PIE INFOCOMM PRIVATE LIMITED is a Pvt. Ltd. Company situated in Lucknow, 1st Floor, B-12, Sector-E, Aliganj, Lucknow, Distt. Lucknow, PIN 226024, State-Uttar Pradesh, the Second Party is engaged in Business, Development, and Skill Development in the fields of specialized IT services and Business Solutions, Chip level designing using various tools such as MANAGEMENT and software development of different domains or industries and related fields
- F) The **PIE INFOCOMM PRIVATE LIMITED Lucknow** is engaged in software development to meet the demand of industries and customers.

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

#### **CLAUSE 1 CO-OPERATION**

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Chhatarpur(M.P.)

- 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 Shri Krishna University. 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,

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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 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably give suggestions to 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 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

Pro Vice Chancellor Snri Krishna University Chhatarpur(M.P.)





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.

- 2.4 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 UGC/AICTE internship Policy. The candidates will be encouraged for 30 days training under this program where, they will be getting the industry exposure as with the current market demand.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the candidate's development in the form of current industry requirement.
- 2.6 **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.
- 2.7 **Guest Lectures/Webinars:** Second Party to extend the necessary support to deliver guest lecturers 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.
- 2.8 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.
- 2.9 On the Job Training: Second party will be responsible to train the candidates in the form of On the Job Training where he/she will be training for 3 months that company will conduct Interview and purely for Industry

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- **2.10** And will be given suitable stipend as may be decided between two parties through additional agreement.
- 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, Chhatarpur, M.P)** (the First Party) and **PIE Infocomm Private Limited Lucknow**(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**

3.1 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 Pie Infocomm Pvt. Ltd. Lucknow, 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 Pie Infocomm Private Limited Lucknow (Uttar Pradesh), the Second Party after termination of this Agreement by way of communication, correspondence

Pro Vice Chancellor Chancellor (M.P.)





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 MOU as 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.

Pro Vice Chancellor Sha Krishna University Chinalarpur(M.P.)

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## **AGREED:**

For

Shri Krishna University Village Chauka NH-86 Distt. Chhatarpur PIN-471301 Madhya Pradesh (India)

For

PIE INFOCOMM PRIVATE Ltd. 1st Floor, B-12, Sector E,

Aliganj, Lucknow,

Distt. Lucknow,

PIN-226024, Uttar Pradesh

(India)

1st Floor, B-12, Sector - E Aliganj, Lucknow - 226 024

Authorized Signatory/Representative

Shri Krishna University Chhatarpur(M.P.)

Authorized Signatory/Representative

Shri Krishna University Chhatarpur M.P.	PIE INFOCOMM PVT. LTD., Lucknow
Village Chauka, NH-86, Sagar Road Chhatarpur M.P. India	1 <sup>st</sup> Floor, B-12, Sector-E, Aliganj, Lucknow, PIN 226024, UtttarPradesh
Contact Details: 07682-241716, 07682-248735	Contact Details
hrdepartment.sku@gmail.com www.skuindia.ac.in	E-mails: hr@pieinfocomm.in www.pieinfocomm.in

Witness1: Ristabh Aganwal

e mpocomm pvt. Ltd. st Floor, B-12, Sector - E Aliganj, Lucknow - 226 024

Witness2: Pyush Kumar

BDM+HR.

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Witness3:

Witness4: