

MEMORANDUM OF UNDERSTANDING (MOU)

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BETWEEN

Netaji Subhas University, Jamshedpur,

Jharkhand- 831012

AND

*Turning
Point*

Developing Leaders To Make A Difference !

FOR

**Soft Skills & Life Skills
Training & Development Program**

MEMORANDUM OF UNDERSTANDING (MOU)

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This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this The ... DAY of2023 by and between

Netaji Subhas University, having address at **Pokhari, PO: Bhilai Pahari, PS: MGM, Dist:, Jamshedpur, Jharkhand- 831012**; herein after called the "First Party" which expression shall unless repugnant to the contract shall mean and include its successor-in-interest and permitted assignees of the FIRST PART.

AND

TurningPoint, Jamshedpur, Jharkhand, (herein after called the "Second Party") which expression shall, unless repugnant to the context, include its successors and permitted assignees of the SECOND PART.

The Party of the First Part and the Party of the Second Part are jointly referred to as the "Parties" and individually referred to as the "Party" here in after.

PURPOSE OF MOU

In particular, this MOU is intended to

1. Enhance Soft Skills & Life Skills development among the students of Netaji Subhas University, Jamshedpur, Jharkhand
2. Conduct online / offline trainings on aforesaid program.
3. Create awareness of self-employment opportunities.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH IN

MEMORANDUM OF UNDERSTANDING (MOU)

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. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable training modules, keeping in mind the needs of the First Party.

Clause 2 SCOPE OF THE MOU

- 2.1 Both parties believe that close co-operation between the two would be a major benefit to the students community to enhance their skills and knowledge.
- 2.2 The Second Party will give valuable inputs to the First Party in training methodology so that the trainees (students) fit into the corporate scenario meaningfully.
- 2.3 The interaction between the TurningPoint and the Netaji Subhas University will give an insight into the latest developments / requirements of the industries; the industrial training and exposure provided to students 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 certificates to the students enrolled with the First Party.
- 2.4 The Second Party will train the students of the First Party on the emerging technologies in order to bridge the gap in hard skill and soft skills as well as make them ready for industry.
- 2.5 The Second Party will extend the necessary support to deliver guest lecturers to the students of the First Party on the aforesaid training trends and in house requirements.

Clause 3 VALIDITY

- 3.1 The validity of the agreement is one year from the date of agreement.
- 3.2 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.

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3.3 The validity of agreement shall be extended for further period/batches on mutual consent between both Parties.

3.4 Any dispute will be settled in the Jamshedpur only where the TurningPoint is situated.

Clause 4 FORCE MAIEURE

4.1 Force Majeure would include natural and unavoidable catastrophe that interrupts the expected Course of events.

4.2 Both Parties shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failures to perform their obligations under the Agreement is the result of an event of Force Majeure.

4.3 For purposes of this clause, "Force Majeure" means an event beyond the control of both Parties, not involving any Party, not involving any Party's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and transport or freight embargoes that might have an impact on the performance of the any Party.

Clause 5 COLLABORATION FEE

5.1 First Party agrees to make online payment of Collaboration Fee in a single installment to the Second Party for offering training on Soft Skills & Life Skills as per the rates and schedule mentioned below.

- Collaboration Fee - as per market standard discussed with the NSU Management
- Payment Schedule - Within 2 working days from the commencement of classes

5.2 All monetary transactions will only be between the First Party and the Second Party.

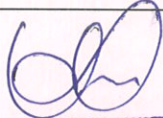


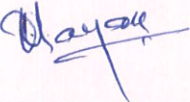
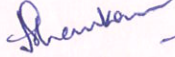
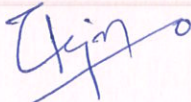
5.3 Second Party reserves its right to revise the rates for future batches of students in the light of any escalation in the cost involved for the process

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This MOU is being executed in duplicate, each of shall be deemed to be original. Each Party shall retain a copy hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their duly authorized representatives as of the date written herein. The Parties hereto have caused their representative duly authorized for that purpose to sign and execute this MOU and affix hereto their seals on the dates and in the year hereinabove written

SIGNED AND DELIVERED BY

Netaji Subhas University, Jamshedpur, Jharkhand	TurningPoint, Jamshedpur, Jharkhand.
NAGENDRA KUMAR . NAME : DESIGNATION:	NAME : Om Prakash Sharma DESIGNATION: Co-Founder
 SIGNATURE & SEAL/STAMP: Registrar Netaji Subhas University Jamshedpur, Jharkhand	 SIGNATURE & SEAL/STAMP: 
PLACE: Jamshedpur, Jharkhand	PLACE: Jamshedpur, Jharkhand.
DATE: 14/02/2023	DATE: 14/2/2023
WITNESS 1: 	WITNESS 1: 
WITNESS 2: 	WITNESS 2: 

Registrar
Netaji Subhas University
Jamshedpur, Jharkhand