

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Netaji Subhas University, Jamshedpur, Jharkhand- 831012

AND

Axis Web Art- Jaipur, Rajasthan 302001

FOR

**Software Development (Android App Development)
Training and Unpaid Internship opportunity**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this The ... **DAY** of**2023** 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

Axis Web Art Private Limited, being a Private Limited Company registered under Ministry of Corporate Affairs under the Companies Act, 1956. Dated **16 May 2012** and bearing Registration /CIN Number **U72900RJ2012 PTC038943** and PAN **AAKCA5911B**, Having its Registered Office at **C/O. DHANPAT SARAN, GROUND FLOOR, TECH TOWER. ROAD WAYS B US DIPO KE PICHE, SARDARSHAHR, CHURU-331403**, (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 software development knowledge among the students of BCA 3rd year of 2023 batch of Netaji Subhas University, Jamshedpur , Jharkhand
2. Conduct online/offline trainings on software development (Android)
3. Create awareness of self-employment opportunities
4. Assist the students in getting industrial knowledge on software development (Android app development)
5. Providing unpaid internship opportunity.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH 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. 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 teaching/ training systems, 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 student community to enhance their skills and knowledge.
- 2.2 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 The interaction between the company and the 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 skill and 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 technology trends and in house requirements.
- 2.6 The Second Party will actively engage to help the delivery of the training and provide unpaid internships to the students of the First Party

**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.
- 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 Bombay Court only where the Dignity Aspire Private Limited 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.

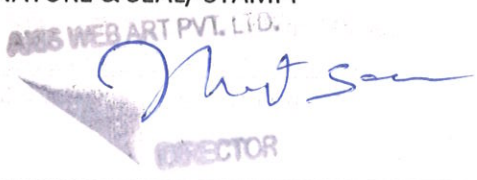
**Clause 5
COLLABORATION FEE**

- 5.1 First Party agrees to make online payment of Collaboration Fee in a single instalment to the Second Party for offering training on software development (Android) as per the rates and schedule mentioned below.
 - Collaboration Fee - as per market standard
 - 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

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	Axis Web Art- Jaipur, Rajasthan 302001 https://www.axiswebart.com/ Email:- info@axiswebart.com
NAME : DESIGNATION:	NAME: DHANPAT RAM SARAN DESIGNATION:
SIGNATURE & SEAL/ STAMP:	SIGNATURE & SEAL/ STAMP: 
PLACE: Jamshedpur, Jharkhand	PLACE: Sardarshahr, Churu-331403
DATE: _08/_05/2023	DATE: 08/05/2023
WITNESS 1:	WITNESS 1: अर्जुन
WITNESS 2:	WITNESS 2: मदन

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Netaji Subhas University, Jamshedpur, Jharkhand- 831012

AND

Axis Web Art- Jaipur, Rajasthan 302001

FOR

**Software Development (Android App Development)
Training and Unpaid Internship opportunity**

MEMORANDUM OF UNDERSTANDING

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

Axis Web Art Private Limited, being a Private Limited Company registered under Ministry of Corporate Affairs under the Companies Act, 1956. Dated **16 May 2012** and bearing Registration /CIN Number **U72900RJ2012 PTC038943** and PAN **AAKCA5911B**, Having its Registered Office at **C/O. DHANPAT SARAN, GROUND FLOOR, TECH TOWER. ROAD WAYS B US DIPO KE PICHE, SARDARSHAHR, CHURU-331403**, (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 software development knowledge among the students of BCA 3rd year of 2023 batch of Netaji Subhas University, Jamshedpur , Jharkhand
2. Conduct online/offline trainings on software development (Android)
3. Create awareness of self-employment opportunities
4. Assist the students in getting industrial knowledge on software development (Android app development)
5. Providing unpaid internship opportunity.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH 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. 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 teaching/ training systems, 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 student community to enhance their skills and knowledge.
- 2.2 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 The interaction between the company and the 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 skill and 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 technology trends and in house requirements.
- 2.6 The Second Party will actively engage to help the delivery of the training and provide unpaid internships to the students of the First Party

**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.
- 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 Bombay Court only where the Dignity Aspire Private Limited is situated.

**Clause 4
FORCE MAJEURE**

- 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.

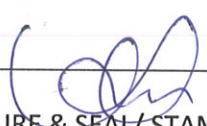
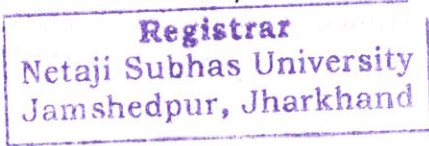





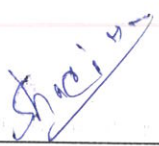

**Clause 5
COLLABORATION FEE**

- 5.1 First Party agrees to make online payment of Collaboration Fee in a single instalment to the Second Party for offering training on software development (Android) as per the rates and schedule mentioned below.
- Collaboration Fee - as per market standard
 - 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

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	Axis Web Art- Jaipur, Rajasthan 302001 https://www.axiswebart.com/ Email:- info@axiswebart.com
NAME : <u>NAGENDRA KUMAR</u> DESIGNATION:	NAME: DHANPAT RAM SARAN DESIGNATION:
SIGNATURE & SEAL/ STAMP:  	SIGNATURE & SEAL/ STAMP:   
PLACE: Jamshedpur, Jharkhand	PLACE: Sardarshahr, Churu-331403
DATE: <u>_08/_05/2023</u>	DATE: 08/05/2023
WITNESS 1: 	WITNESS 1: 
WITNESS 2: 	WITNESS 2: 

Registrar
Netaji Subhas University
Jamshedpur, Jharkhand