

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
Vidhun LEarnify
AND
K.I.P.M College of Management, Gorakhpur

KIPM-College of Management, Sector-9, GIDA, Gorakhpur, the Institute/First Party represented herein by Training & Placement, Coordinator Mr. Anoop Kumar Mathur and Vidhun LEarnify, Second Party, and represented herein by its Founder, Er. Vipul Tripathi.

WHEREAS:

- A. First Party is a Higher Educational Institution named: KIPM-College of Management, Sector-9, GIDA, Gorakhpur.
- B. Vidhun LEarnify, the Second Party aims to upskill and reskill the developers in emerging technologies through practical learning activities such as Hackathons, Bootcamps, and Training Workshops. Vidhun LEarnify works with leading tech companies across the globe, understanding the emerging tech and its prospects in the real world and working with technology leaders to create a learning environment for developers in India.

The purpose of this MoU is to cooperate and focus on cooperation within the area of Skill Based Training, Education, Internships, Expert Lecture for the students/faculty of KIPM-College of Management, Sector-9, GIDA, Gorakhpur. The collaboration and cooperation between the parties will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

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

CO-OPERATION

- 1. Both Parties are united by common interests and objectives, and they shall establish cooperation.
- 2. First Party and Second Party co-operation will facilitate effective utilisation of the intellectual capabilities.
- 3. The parties shall cooperate with each other responsibly and practically in relevance to MoU.

SCOPE OF THE MoU

- 1. KIPM-College of Management, Sector-9, GIDA, Gorakhpur, may form a Vidhun LEarnify Team in their organisation wherein 2 student coordinators will be appointed to lead the team and all the initiatives of Vidhun LEarnify will be promoted among the students of KIPM-College of Management, Sector-9, GIDA, Gorakhpur.
- 2. Guest Lectures: 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 on mutual agreement basis.
- 3. There is no financial commitment on the part of the KIPM-College of Management, Sector-9, GIDA, Gorakhpur, the first party to take up any program mentioned in MoU. If there is any financial consideration, it will be dealt separately.
- 4. Both Parties to obtain all internal approvals, consents, permissions, and licences of whatsoever nature required.
- 5. Second Party and First Party interaction will provide an insight into the latest developments / requirements

- the latest technologies; the Second Party to permit the Faculty and Students of the First Party to participate in Skill Based Training, Education, and Internships on mutually agreed terms on a periodic basis. This will provide confidence & smooth transition for students/faculty work.
6. Vidhun LEarnify to organise an online and offline events and other events on behalf of its partners for the students of K.I.P.M College of Management, Gorakhpur where top students will be provided branded swags. Financial considerations for the execution of the events will be dealt separately.
 7. Both the parties believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
 8. Both Parties intend to cooperate and focus their effort to deliver /impart knowledge and skills in areas of skill based training, education, and research.
 9. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
 10. Both Parties shall undertake any promotion, advertising or propaganda relating to this MOU and other activities on mutual consent basis.
 11. Both parties will nominate a Co-coordinator each, as a single point of contact, for successful implementation of the MoU.

Party-1 Shall Undertake the Following:

1. Engage in digital promotion on all official social media handles, including Facebook, LinkedIn, and Instagram.
2. Conduct offline promotion of Vidhun LEarnify through posters and standees.
3. Provide access to a pool of 200-500 skilled students for participation in the Internship & Job Fair.
4. Provide a link and platform to ensure a smooth and efficient process.
5. Designate a point of contact (POC) to facilitate the process and ensure seamless coordination.
6. Make the POC available for assistance throughout the process even after the opportunity has been circulated at the fair.

Party-2 Shall Undertake the Following:

1. Provide foreign language, programming language & technical skills courses to get new opportunities during placement time.
2. Provide E- Learning Platform, Internship & Placement Assistance is dealing in world class digital courses products.
3. Notify the POC in advance of the selection process and the duration required to complete it.
4. Provide the POC with the list of shortlisted students within one week via email.
5. Communicate the final list of selected students via email as soon as the selection process is completed.
6. Complete the Company feedback Google form by the end of the process

INTELLECTUAL PROPERTY RIGHTS

Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party and undertake that neither Party shall claim any right, title, and interest in the Intellectual Property Rights of the other Party.

MAINTENANCE OF NATIONAL SOVEREIGNTY AND INTEGRITY

The parties agree that none of the activities undertaken through this MoU shall in any manner be detrimental to the sovereignty and integrity of the nation.

CONFIDENTIALITY

All information and documents to be exchanged pursuant of the MoU will be kept confidential by the Parties and be used subject to such terms as each Party may specify. The Parties will not share such information with third party or use the information for purposes other than that specified without the prior written consent of the other Party.

VALIDITY

This Agreement will be valid for 5 years until it is expressly terminated by either Party on mutually agreed terms.

FORCE MAJEURE

Except for any payment obligations, neither Party will be liable to the other for failure to fulfil obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labour difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

DISPUTE RESOLUTION

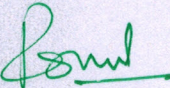
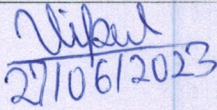
Any dispute between the parties regarding application or interpretation of this MoU will be resolved amicably through mutual negotiation and consultation between the parties in a timely manner.

AMENDMENTS TO THE MOU

No amendment or modification of this MoU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

TERMINATION

All parties shall be entitled to terminate this Agreement by giving thirty (30) days' notice in case of breach of any term of this Agreement, provided that before issuing termination notice such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen (15) days, then it shall result in termination of this Agreement. Both parties also agree and undertake that despite termination of the MOU, the progress of the ongoing Training Programs would continue without any hindrance and would be progressed for completion.

For K.I.P.M College of Management, Gorakhpur	From Vidhun LEarnify
 Signature Dated: 27.06.2023	 Er. Vipul Tripathi Signature Dated: 27 th June, 2023
Name: Dr. Deepak Kumar Srivastava	Name: Er. Vipul Tripathi
Designation: Director	Designation: Founder & C.E.O
Organization: K.I.P.M College of Management, Sector-9, GIDA, Gorakhpur	Organization: Vidhun LEarnify, New Basti Shanti Nagar, Sarojani Nagar, Lucknow
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