



Memorandum of Understanding (MoU)

This MoU is a legal agreement between **EdCEPT Learning Pvt Ltd**, C-108 Mohan Garden Vill Nawada Pole Delhi 110059 (Company) and **Poornima Institute of Engineering and Technology (PIET)**, ISI-2, Industrial Area, Sitapura, Jaipur, Rajasthan 302022 (College) which is a signatory of the entire MoU.

RECITALS:

At Edcept, we believe in transforming education through personalized learning experiences that empower individuals to excel in the ever-evolving world of technology. Established in 2020.

We as an Edtech company engaged in providing online and offline classes, training and workshops on range of skill development courses, including Python, Deep Learning, IoT, CSS, DATA Science, Artificial Intelligence/ Machine learning, and many more cutting-edge technological skills, we cater to students, working professionals, graduate students, lifelong learners, and trainers.

Whereas, College wishes to utilize the services of EdCEPT in connection with the workshops and Training in the college campuses. Therefore, EdCEPT and College agree as follows:



Photo Attested
Notary Public
JAIPUR

Objectives:

The objectives of this Memorandum of Understanding (MOU) are to establish a collaborative framework between EdCEPT Private Limited (hereinafter referred to as "EdCEPT") and Poornima Institute of Engineering and Technology (PIET) (hereinafter referred to as "the College") for the purpose of conducting technical workshops. The primary goal is to enhance the educational experience of students by providing them with practical knowledge and skills in various technical domains.

Scope of the MOU:

1. Duration of Tenure:

- 1.1. The duration of this MOU shall be for a period of three years from the date of signing.
- 1.2. Workshops shall be conducted twice a year within this duration.

2. Renewal Points:

- 2.1. Renewal of this MOU shall be considered upon the successful completion of workshops and subject to mutual agreement.

3. Termination Clause:

- 3.1. A termination clause outlining the conditions and procedures for termination shall be included in this MOU.

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4. Payment Terminology:

- 4.1. Full payment will be made 15 days after the completion of the workshop.
- 4.2. Any variations in pricing based on covered domains and other requirements shall be addressed herein.
- 4.4. EdCEPT shall issue a tax invoice upon receipt of complete payment.

5. Assistance during Workshops:

- 5.1. College shall provide necessary assistance to EdCEPT during the workshops as required.

6. Variation in Domains:

- 6.1. The domains covered in each workshop may vary as per the requirements and shall be mutually agreed upon (Refer Annexure 1).
- 6.2 Any changes or updates in domains will be shared in Annexure 1.
- 6.3 Please refer to Annexure 1, subject to any modifications regarding trainers, domains, price, or other related matters.

7. Providing Hardware and Equipment:

- 7.1. College shall provide necessary hardware and equipment required for the workshops to the students.

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7.2 The company will provide electronic materials to the students after the workshop.

8. Certificate Distribution:

8.1. Certificates distributed at the end of the workshop shall include the logos of both College and EdCEPT.

9. Student Information:

9.1. College shall provide student information to EdCEPT for communication purposes and certification.

10. Trainers' Login Credentials:

10.1. College shall provide login credentials to trainers as discussed and agreed upon.

11. Submission of Plan of Action:

11.1. EdCEPT shall submit a plan of action before commencing each workshop.

12. Logo Usage:

12.1. EdCEPT shall be permitted to use their logo for informational purposes at the end of presentations.

13. Provision of Lunch:

13.1. College shall provide lunch to the trainers during the workshops.

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14. Website Publication:

14.1. Both parties shall publish workshop details on their respective websites.

15. Point of Contact:

15.1. College shall share details of the point of contact person during the workshops.

16. Safety Measures:

16.1. College shall ensure the safety of trainers, especially women, during their presence on campus.

17. Disciplinary Measures:

17.1. Any misbehavior or disruptive activities by students shall be promptly reported to College.

18. Workshop Content:

18.1. Workshops shall cover only pre-approved topics. Additional topics will incur extra charges.

19. Workshop Duration:

19.1. Each workshop shall be conducted for a total of 6 hours per day. Extra time will incur additional charges

20. Feedback and Assessment:

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20.1. EdCEPT shall share feedback forms with students and conduct assessment tests at the end of each domain workshop.

21. Language of Instruction:

21.1. The mode of language for the workshop shall be Hinglish (English and Hindi) for better understanding.

Termination Clause:

1. **Notice Period:** Either party may terminate the MOU by providing written notice at least [30 days] before the intended termination date.
2. **Breach of Terms:** Immediate termination is permitted if a party breaches a material term or condition and fails to remedy it within a specified period.
3. **Force Majeure:** Termination without liability is allowed if either party is unable to perform due to events beyond its control.
4. **Consequences of Termination:** Both parties must fulfill outstanding obligations, and any shared confidential information shall be returned or destroyed.
5. **Dispute Resolution:** Disputes shall be resolved amicably through negotiation, with legal remedies sought if necessary.

Limitations on Use:

1. **Scope Restriction:** The MOU is limited to the agreed-upon scope of conducting workshops and related collaborative activities. Any activities beyond this scope require mutual agreement between the parties.
2. **Non-transferability:** The rights and obligations outlined in this MOU are non-transferable without prior written consent from both parties.

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Confidentiality:

1. **Data Protection:** Both parties agree to handle any confidential information shared during the course of the MOU with utmost confidentiality and to use it solely for the purposes outlined herein.
2. **Non-disclosure:** Neither party shall disclose any confidential information obtained under this MOU to any third party without the express written consent of the disclosing party.

Relationship:

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Except as expressly set forth in this Agreement, no Party is by virtue of this Agreement authorized as an agent, a partner, employee or legal representative of the other Party, and the relationship of the parties is, and at all times will continue to be, that of independent parties.

Amendment To MoU:

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

General:

Both parties will designate a representative from its side who will be the primary point of contact on behalf of that party and the details of such a representative will be part of the respective scope of the project.

SIGNED IN DUPLICATE:

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This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of:
Poornima Institute of Engineering & Technology

On behalf of:
EdCEPT Learning Pvt Ltd



Dr. Gautam Singh
Registrar
Poornima Institute of Engineering & Technology
ISI-2, Industrial Area
Sitapura, jaipur,
Rajasthan 302022

Registrar
Poornima Institute of Engineering
& Technology
ISI-2, RIICO Institutional Area
Goner Road, Sitapura, JAIPUR-302022

Date: 03/04/2024

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