



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**POORNIMA INSTITUTE OF ENGINEERING & TECHNOLOGY
AND
YBIANCE TRAINING & MANAGEMENT SOLUTIONS**

This is a Memorandum of Understanding (MOU) dated between May 2, 2022 to July 2, 2024

Poornima Institute of Engineering & Technology a Premier Academic Institution of International Repute incorporated under having its permanent campus and office at ISI-2, RIICO Institutional Area, Sita Pura Jaipur, (hereafter referred to as '**Poornima Institute of Engineering & Technology**' which expression shall include its successors and assigns)

and

Ybiance Training & Management Solutions a beacon of excellence in the ever-evolving landscape of professional development, incorporated under having its permanent office at 70/6, Madhyam Marg, Mansarovar, Jaipur -302020 (hereafter referred to as '**Ybiance**' which expression shall include its successors and assigns)

"**Poornima Institute of Engineering & Technology**" and "**Ybiance**" are hereinafter jointly referred to as the "**Parties**" and individually as the "**Party**".

Whereas

Poornima Institute of Engineering & Technology is a premier institution in Engineering Education, established in the academic year 2007; it is affiliated to Rajasthan Technical University (Kota), approved by AICTE and is recognized by UGC under section 2(f). **Poornima Institute of Engineering and Technology** is meticulously working with its full potential in all dimensions to generate excellence in academics and in overall development of its students. It is the learning home to more than 1500 students and is committed to impart best technical skills in students through its six specializations of Engineering at UG level namely B.Tech in CSE, AI & DS, CSE (R), CSE (AI), CSE (DS) and CSE (IoT). **Poornima Institute of Engineering & Technology** is spearheading its outstanding voyage with many achievements like Ranked 3rd in annual QIV ranking (Consistently 3rd for last 04 years) by RTU. PIET is the 1st Institution across India to offer B. Tech CSE in Regional language under NEP 2020. Accredited by NAAC since 2019 and Accreditation by NBA for B. Tech (CSE) program for the last 06 years and for B. Tech (Civil Engineering) program in



Photo Attested

Notary Public 6 APR 2024
JAIPUR

[Signature]


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2019-20 and was 1st across Rajasthan to achieve the same. It has been rated PLATINUM by AICTE- CII Survey for strong Industry Linked Technical Institutes. Institute has First and only IDEA Lab in Rajasthan funded by AICTE with grant in aid of Rs. 50.39 lakh, with project cost of Rs. 1.08 Crore. Institute has established Neural Network & Deep Learning Lab under MODROB Scheme with granted in aid of Rs. 12.84 lakh and apart from those two Poornima Institute of Engineering & Technology have also received some more research grants valuing more than 70 Lakh in the last 3 years from agencies like TEQIP III, AICTE, NITTTR etc. Poornima Institute of Engineering & Technology has been awarded center of excellence for Advanced Digital Manufacturing by RTU, Kota that facilitates Skill development, hands-on learning and innovation. Poornima Institute of Engineering & Technology has organized various hackathons and has been proud host for Smart India Hackathon under aegis of Ministry of Education Government of India. Poornima Institute of Engineering & Technology has dedicated IPR cell for fostering registration of innovations by faculty & Students.

BRIEF ABOUT COMPANY

In the ever-evolving landscape of professional development, Ybiance Training & Management Solutions stands out as a beacon of excellence. Renowned for its state-of-the-art approach to training, Ybiance has emerged as a premier institute specializing in Comprehensive Recruitment Training (CRT) programs and corporate training solutions.

1. **Ybiance's Comprehensive Recruitment Training (CRT)** programs are meticulously crafted to equip individuals with the skills and knowledge needed to navigate the competitive job market. The institute's commitment to staying abreast of industry trends ensures that participants are immersed in the latest tools and techniques, preparing them for success in recruitment processes.
2. **Corporate Training Excellence:** Ybiance goes beyond conventional training methods with its innovative corporate training solutions. Recognizing the unique needs of businesses in today's dynamic environment, Ybiance tailors programs to address specific challenges faced by organizations. From leadership development to enhancing team collaboration, Ybiance's corporate training programs are designed to elevate both individual and collective performance within companies.
3. **Industry-Experienced Trainers:** At the heart of Ybiance's success lies its team of industry-experienced trainers. These mentors bring a wealth of practical knowledge and real-world insights to the training sessions, creating an immersive learning experience. Participants benefit not only from theoretical expertise but also gain valuable perspectives from professionals who have navigated the intricacies of the corporate world.



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4. **State-of-the-Art Facilities:** Ybiance believes that a conducive learning environment is essential for effective training. The institute boasts state-of-the-art facilities, equipped with the latest technology to enhance the learning experience. Interactive classrooms, modern training aids, and collaborative spaces create an atmosphere that fosters engagement and knowledge retention.

5. **Holistic Development Approach:** Ybiance Training & Management Solutions recognizes the importance of holistic development. Beyond technical skills, the institute emphasizes soft skills, interpersonal abilities, and leadership qualities. This holistic approach ensures that participants are not just job-ready but also equipped to thrive in diverse professional settings.

In conclusion, Ybiance Training & Management Solutions stands as a testament to excellence in training and development. Whether you are an individual seeking to sharpen your skills for career advancement or a corporation aiming to elevate the capabilities of your workforce, Ybiance provides a transformative learning experience that transcends traditional boundaries. Step into a world where innovation meets education, and unlock your true potential with Ybiance.



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Now therefore, the Parties, accordingly, record their understanding and define the steps to be taken in pursuance thereof, however the Parties to this MOU do not intend to create any binding obligation upon each other to subsequently enter into any business relationship pursuant to the terms agreed upon between them which are stated as under:

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- (a) To promote interaction between **Poornima Institute of Engineering & Technology** and **Ybiance** in mutually beneficial areas; and
- (b) To provide a formal basis for initiating interaction between **Poornima Institute of Engineering & Technology** and **Ybiance**

Through enhancing technical curriculum, upskilling of students, providing recruitment support and providing expert consultancy services.

2. AREAS OF COLLABORATION

The areas of collaboration between the Parties as contemplated in this MOU are as set out in **Annexure A**. In the event, the Parties intend to extend collaboration in other areas, and then the Parties shall execute a separate agreement on the terms and conditions as may be mutually agreed between the Parties.



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3. CONFIDENTIALITY

3.1 It is recorded that each Party will, by virtue of its association with the other, gain access to and/or possession of confidential information relating to the other Party, namely –

3.1.1 trade secrets;

3.1.2 the contractual and financial arrangements between the Party and its business associates;

3.1.3 the said Party's financial details, including, without limitation, details of the remuneration paid by the Party to its employees;

3.1.4 all other matters which relate to the Party's business and in respect of which information is not readily available in the ordinary course of the business to a competitor of the Party;

3.1.5 any information obtained in terms, or arising from the implementation, of this MOU,

(Here in after collectively referred to as "Confidential Information").

3.2 Such Confidential Information shall be treated as strictly confidential by the Parties and shall not be used, divulged or permitted to be divulged to any person not being a Party to this MOU, without the prior written consent of the other Party –

3.2.1 Each Party shall be entitled to disclose such information to such of its employees, officers and Affiliates who need to know for the purposes of this MOU. Before revealing such information to any such employees, officers and Affiliates each Party undertakes to procure that such employees, officers and Affiliates are aware of the confidential nature of the information being made available to them;

3.2.2 any information which is required to be furnished by law or by existing contract or by any stock exchange on which the shares of a Party are or may be listed may be so furnished;

3.2.3 no Party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it; and

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3.3 Not with standing anything to the contrary contained herein, information that –

- 3.3.1 is or becomes available to the general public, other than as a result of a breach of the provisions of this MOU;
- 3.3.2 was, prior to the Signature Date, already known by or in the possession of the Party and is not otherwise subject to an obligation of confidence;
- 3.3.3 was independently developed by a Party without the direct or indirect use of or reliance on Confidential Information; or
- 3.3.4 was rightfully and lawfully received by a Party from a third party and is not otherwise subject to an obligation of confidence.

4. **TERMS & CONDITIONS**

Ybiance will offer the following program for students in Poornima Institute of Engineering & Technology campus as per requirement. Total no. of hours for training would be 40 hours (4 Hrs per week for 10 weeks) as per the details shared by YBTM – CRT Proposal Poornima (Annexure 1) for their Pre Final Year students of session 2020-21. Pricing per training hour would be @ Rs. 650/- + GST which will include of Class Room Sessions, Practice Test Papers, and Mock Drills for GD & PI and E Resources - study material.

Terms of MoU

Roles and Responsibilities of YBTM

- 1.1 Ybiance shall conduct and manage the classes to those students who are short listed to attend the Ybiance program with PG.
- 1.2 Ybiance shall provide the Practice Test papers and E Resources in advance to PG.
- 1.3 Ybiance shall provide result of the practice test papers every week by Thursday.

Roles and Responsibilities of Poornima Institute of Engineering & Technology

- 1.4 Poornima Institute of Engineering & Technology shall be responsible for student's registrations / admissions / attendance for Programme.



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1.5 Poornima Institute of Engineering & Technology shall provide the student details to Ybiance in the mutually decided formats for the purpose of tracking students performance;

1.6 Ybiance and Poornima Institute of Engineering & Technology shall undertake any other mutually decided steps to make the Program successful.

1.7 Poornima Institute of Engineering & Technology shall provide all infrastructure support such as classrooms, projector, staff, computer systems for taking online / computer based tests etc., for conducting the course.

Commercial Terms and Conditions:

Payment Schedule:

1.8 The Payment schedule for the program to be conducted by Ybiance for the benefit of Poornima Institute of Engineering & Technology students at PG premises is as follows:

1.9 Payment within seven days of invoice.

1.10 Both Poornima Institute of Engineering & Technology and Ybiance shall meet their respective obligations from their own revenue share and shall not be entitled to any other expense reimbursement. If there is an expense obligation due to involvement of a third party, the same shall be borne by respective party/ both the parties based on mutual consent.

1.11 Both Poornima Institute of Engineering & Technology and Ybiance shall keep such records relating to the enrollment of students, as these are necessary to determine whether applicable fees have been paid in accordance with this MoU. Such records shall be available at their place of keeping for audit by either party or their designated representative upon 15 (fifteen) working days advance written notice. Either party or its designated representative shall have the right to make and keep such copies of records as it may deem necessary and appropriate in the conduct of such audit, but shall keep such information confidential except pursuant to enforcement of the party's rightst hereunder.

1.12 All the payments shall be made favoring Ybiance (PAN No.AKWPM2712M, Service Tax No. 08AKWPM2712M1ZK

Operational Terms and Conditions:

1.13 Generally batch size would be 60 students.

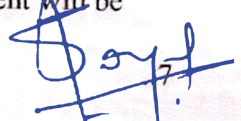
1.14 Prior intimation within a window of 48 hrs is mandatory for cancellation of any session by Poornima Institute of Engineering & Technology

1.15 A batch having less than 50% attendance will be merged with another Batch.

1.16 The program will be conducted at Poornima Institute of Engineering & Technology campus for ten weeks The detailed time table would be worked out in consultation between both the parties.

1.17 To ensure smooth conduct of sessions, Poornima Institute of Engineering & Technology will provide a list of students in the batch with their details at least two days in advance before the commencement of the Program.

1.18 Complete feedback driven training and an immediate faculty replacement will be



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guaranteed by Ybinace in case of any issue in the quality of training imparted.

1.19 Ybinace shall provide faculty for aptitude from industry having real time inputs to the students.

1.20 All classroom infrastructure including Projectors, White boards, Computers, Software, power back up and markers etc need to be provided at the training location by Poornima Institute of Engineering & Technology.

1.21 The milestones to measure student performance would be students score of practice test papers and the report of the tests conducted would be shared with Poornima Institute of Engineering & Technology authorities

1.22 General Terms

1 This contract is made effective for May 2,2022 to July 2,2024

2 All payments are to be made in favor of "M/s Ybinace Training and Management Solutions" through at par cheque or RTGS.

3 The E Resources - study material to be provided to Poornima Institute of Engineering & Technology and Ybinace will be the sole property of Ybinace and the same shall not violate any of the Intellectual Property Laws.

4 Ybinace will reserve the rights to discontinue/ withdraw service in the event arising out of nonpayment of its program fees.

5 E Resources - study material that will be made available from time to time for Poornima Institute of Engineering & Technology and will be solely for the purpose of students of PG and should not be misused / copied or used in other campus / institute by any official / staff of PG.

6 Ybinace should not be held responsible for any damage or loss caused due to natural calamity or fire to its printed material / software application once it is in Poornima Institute of Engineering & Technology.

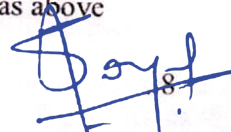
7 That this agreement may not be modified, altered or changed except by an instrument in writing, signed by both parties.

8 The intellectual property rights / copy rights to the training program; study material, course structure, session plan and online resources shall remain with Ybinace.

9 Poornima Institute of Engineering & Technology and Ybinace shall keep confidential, all information and accordingly shall not disclose any such confidential information to any other person; not use or cause the use of any confidential information for any purpose whatsoever other than that contemplated under this MoU; use all reasonable endeavors to ensure that all persons to whom confidential information may be disclosed in furtherance of this MoU, including but not limited to officials and employees of both the parties as well as students thereof, keep the same confidential and not use the same except for the purpose for which disclosure is made.

10 Poornima Institute of Engineering & Technology and Ybinace are independent contractors and shall be responsible for the direction and compensation of their respective employees. This MoU creates no partnership or agency relationship. This MoU creates only principal-to-principal relationship to the extent of the provisions of this MoU.

11 Subject to applicable law, the disputes and differences, if any, between the parties under or in connection with this agreement including the existence and validity of this agreement shall be first attempted to be amicably resolved through correspondence and meetings. Whenever any dispute does not get resolved as above



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the following provisions shall apply:

All disputes and differences of whatsoever nature arising out of this agreement, whether during its term or after expiry thereof prior termination shall be referred to arbitration in terms of the Arbitration and Conciliation Act 1996, to be conducted by a sole arbitrator who shall be appointed by both the parties with mutual consent. The decision of the arbitrator shall be final and binding on the parties.

Indemnity

1.23 Either party hereby undertakes to indemnify in full and agrees to keep the other party saved, defended, harmless from and against loss, charges, expenses and damages arising from this MoU for any cause or causes. Such causes include but are not limited to negligence, errors, and omissions, breach of contract, undertaking, warranty, and representation.

Force Majeure

1.24 Poornima Institute of Engineering & Technology and Ybiance shall have the right to terminate the Course(s) at the end of a particular course, in the event of any unforeseen circumstances, which are in the nature of force majeure conditions such as fire, flood, earthquake, and elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions. However, in such an event, the rights and interests of the students undergoing the course(s) are to be protected to their satisfaction by both the parties by reasonable means to the extent possible.

IN WITNESS WHEREOF, the persons signing below warrant that they are authorized to enter into this agreement on behalf of their respective principals identified below and that by their signatures they bind such principles to this agreement, as of the date below.



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POORNIMA
INSTITUTE OF ENGINEERING & TECHNOLOGY

Affiliated to RTU, Kota • Approved by AICTE & UGC under 2(f) • Accredited by NAAC and NBA



5 SIGNED IN DUPLICATE

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.

Signed and delivered on behalf of

Signature:

Name: Dr. Gautam Singh

Designation: Registrar

Contact No: 9001893269

Email-Id: registrar.piet@poornima.org

Signed and delivered on behalf of

Signature:



Name: Manish Ramchandani

Designation: Project Head

Contact No: 7597367480

Email-Id:

manish.ramchandani@yeshaswibhav.com

Poornima Institute of Engineering & Technology Ybiance Training & Management Solutions

Date: 02/05/2022

Place: Jaipur

Date: 02/05/2022

Place: Jaipur

Registrar
Poornima Institute of Engineering
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Annexure A

Areas of Collaboration - Initial scope of engagement between Poornima Institute of Engineering & Technology and Celebal Technologies Private Limited

- I. **Upskilling of students** - The industry-connect which will enable us to increase our literacy, imparting value added courses, technical skill & supervisory skill. Enhancing the personality development aspect of an individual through soft skills, **learning** modules of various latest technologies, through the technical curriculum specially designed for Computer, Electronics & Communication Engineering, students by subject matter expert (SMEs) of Ybiance through Workshops, Guest Lectures, SDP's etc.
- II. **Faculty & SMEs supports** -.Giving a chance to the Faculty (Trainers) to have an interaction with SMEs of Ybiance to enhance their employability by learning latest technologies and giving them actual industry flavor of today. The training of Faculty members could be in one of the following form:
 - **Short Term Faculty Development Programs:** can be conducted in the premises of First Party.
 - **Long Term Faculty Development Programs:** can be conducted in the premises of Second Party.
- III. **Training of faculty-** The subject matter experts can be made available to train the faculty of the college on certain new industry practices.
- IV.
- V. **Branding of Partners:** Aiming to promotions, both parties can brand each other through various mediums including websites, social networking etc.



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