



मध्य प्रदेश MADHYA PRADESH

BD 009201

Memorandum of Understanding

This agreement is entered into on this 14.6.2019 by and between **ITM University Gwalior** having its campus and offices at Turari, NH-75, Jhansi Road Gwalior 474001 (M. P.) herein after referred to as **ITM** and **Focus 4D Career Education Pvt. Ltd.** having its registered office at No. 12, Lakshmi Nagar, Thottipalayam Pirivu, Avinashi Main Road, Coimbatore - 641014, Tamilnadu herein after referred to as **FACE** for conducting student training programme at Turari Campus of ITM for ITM students with an objective to improve the employability skills of students of ITM.

It is hereby witnessed and agreed by and between the parties of this contract that

1.0 SCOPE OF WORK

The scope of work is described in Annexure -1 of this agreement which shall be an integral part of this agreement. The Annexure-1 describes the contents of the training programme which are to be delivered/conducted by **FACE** to/for the students of **ITM**.

2.0 NUMBER OF STUDENTS ATTENDING THE PROGRAMME

The number of students attending the programme shall be decided by **ITM**. This number may vary from semester to semester and programme to programme also.

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3.0 PROGRAMME COST AND DURATION

Training will be conducted for ITM students as described in following table. Training Cost mentioned in the table is per student basis.

S. No.	Module	Certification	Duration (Hrs)	Training Cost (INR) (Inclusive of service tax)
1	Boot Camp (Soft Skills)	FACE	30	400

4.0 STAY ARRANGEMENT

FACE shall depute their manpower (Trainers/Faculty/Staff) on full time basis at ITM. ITM shall make arrangement for their lodging and food in its guest house or at other suitable place. ITM shall also provide the transport for pick/drop FACE professionals from Guest house/Place of stay to ITM Campus and vice-versa.

5.0 PAYMENT TERMS

On the completion of Training, ITM will issue (through Email/hard copy on letter head) 'Course Completion Certificate' along with Eligibility list on the **basis of 40% attendance criteria**. On the basis of eligibility list FACE will provide 'Successfully Completed' student certificates alongwith Invoice. From the date of receiving Certificates and Invoice, amount will be paid within 60 days.

6.0 CHANGES IN SCOPE OF WORK

The changes in scope of work, if any desired by ITM, will be mutually discussed by the parties, and in case both parties agree to incorporate the changes then the scope of work and the total cost of the programme may be amended in writing accordingly and signed by duly authorized representatives of the parties. Representatives of the parties who sign this Agreement and any modification thereto personally warrant and represent that they have been duly authorized to bind such party with respect to this Agreement and/or modification hereof.

7.0 TERM AND TERMINATION

This Agreement shall govern and continue to be in effect for a period of **03 (THREE) Year** only from the date of signing of this agreement and can be extended in writing for a further period mutually agreed between the parties. This Agreement can be terminated by either party written notice delivered to the other party but FACE shall not be entitled to terminate this contract in the mid of (during) a particular training programme. In addition with if next training(s) are planned then FACE have to conduct it; otherwise, FACE have to inform ITM in writing before at



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02 (TWO) months before planned/scheduled training. In case ITM terminates the contract under this clause then FACE shall invoice ITM on a pro rated basis for the actual number of hours spent on the project or for the service performed hereunder, and for any purchases made by FACE which are approved by ITM in writing.

8.0 TIMELY PERFORMANCE

FACE will use all reasonable efforts to complete the performance of the services herein within the time - frame agreed. FACE will exercise due professional care and competence in the performance of the services. FACE shall not be liable for failures or delays in the performance of services that arise from causes beyond its control, including the untimely performance by ITM, its representatives, advisors or agents, of its obligations herein.

9.0 OWNERSHIP OF INTELLECTUAL PROPERTY

The parties agree that all the intellectual Property developed by FACE during the course of services provided to the ITM, shall be the property of FACE in all right, title and interest.

10.0 LIMITATION OF LIABILITY

In no event is either party liable for any consequential, incidental, indirect, punitive or special damages, however caused and based on any theory of liability arising out of or relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation and exclusion apply to the fullest extent permitted by applicable law. The aggregate liability under or in connection with this Agreement shall be limited to the amount paid for the services rendered herein.

11.0 FORCE MAJEURE

Neither of the parties shall be deemed to be in default for delay or failure to perform the reasons of which arise from force majeure or other causes beyond the control of respective party (which includes, inter alia, acts of God, acts of war, strikes, laws and regulations). In the event of force majeure or other similar cause lasts more than one (1) month, the FACE and the ITM shall then mutually decide the future course of action.

12.0 ARBITRATION

All disputes arising out of or in connection with this agreement shall be referred to the sole arbitrator who will be appointed by the Chancellor, ITM University and Director, FACE with mutual consent. The award of the Arbitrator shall be final and binding on the parties. The jurisdiction will be courts of Gwalior only and arbitration will be in Gwalior only.

13.0 NON-SOLICITATION

Both the Parties agree that, during the term of this Agreement and for 01 (One) Year after termination for any reason, neither party will hire nor solicit nor attempt to hire or solicit one another's employees (or any person who was employed of the other party within the past one year) without the prior written consent of the other party.

14.0 WAIVER

The failure of either party at any time to enforce any provisions of this Agreement or to exercise any right herein provided, shall not be considered a waiver of such right or any other provision or in any way effect the validity of this Agreement.

15.0 SEVERABILITY

The invalidity of any portion of this Agreement by a court with legal jurisdiction shall not affect the remaining portions of this Agreement or any part thereof, and this Agreement shall be construed, as if the invalid portions have not been inserted therein.

16.0 ASSIGNMENT

All rights and obligations hereunder are personal to the Parties hereto and will not be assigned at law or in equity without the prior written consent of the other party.

17.0 CERTIFICATE

Certificates will be given to all individuals who will be completing the Training successfully. FACE would be giving a "Successfully Completed" Certificate for those who qualify the assessment.

18.0 FEEDBACK AND PENALTY

ITM is free to take feedback of Training provided by Trainer twice during the training. Student feedback should be at least 75% in favour of trainer failing which 1% of each less percentage will be deducted from total bill to be paid to FACE.

19.0 QUALIFICATION OF TRAINER

FACE will ensure the competency of Trainer for the particular training to be provided to the students. Trainer's qualification should be at least B. Tech. With minimum 2 years of professional experience with specialization in the respective training module.




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20.0 PROJECT ASSISTANCE

FACE will provide their assistance in Project Based Learning (PBL) to 10 students those who have successfully attended the training module.

21.0 PLACEMENT

FACE will provide minimum 5 placement opportunity to every batch of each 50 students of ITM. FACE is free to conduct Oral/Written examination for selection of students for placement.

22.0 NOTICES

Any notice required or permitted to be given hereunder shall be sent by registered post or equivalent, facsimile, courier or other electronic transmission and shall be addressed to Parties on the address first-mentioned above.

23.0 STUDY MATERIAL

Study material in soft & hard form will be provided to all the attendee students.

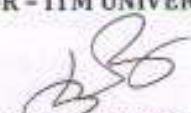
24.0 ATTENDEE OF PROGRAM MODULE

Students of ITM will be main attendee; however two Faculty members of ITM will also attend the training program. Those Faculty members will not be counted as attendee for payment.

25.0 SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.


FOR - ITM UNIVERSITY


Dr. Omveer Singh
Registrar

ITM University Gwalior

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FOR - FACE


Mr. Rahul Sharma
Manager - Business Development
FACE

