



पंजाब PUNJAB

AE 045231

Memorandum of Understanding

This agreement is entered into on this 15.6.2019 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 Splen Technologies and Education Pvt Ltd. having its registered office at 101 A, Lekhraj Market, Sanjay Gandhi Puram, Lucknow - 226016, U. P. herein after referred to as Splen 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 Splen 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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CHIEF REPRESENTATIVE OFFICER

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 all taxes)
1	Android	Splen Technologies	50	1500
2	Cloud Computing	Splen Technologies	50	2000
3	Machine Learning	Splen Technologies	60	2000
4	Embedded System	Splen Technologies	50	2000
5	AutoCAD 2D & 3D	Splen Technologies	50	2000
6	Data Science with Python	Splen Technologies	50	2000
7	Solid Works	Splen Technologies	50	2000
8	Cyber Security and Ethical Hacking	Splen Technologies	50	1500
9	Python	Splen Technologies	50	1750
10	Internet of Things (IOT)	Splen Technologies	50	1750

4.0 STAY ARRANGEMENT

Splen 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 **Splen** 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 **Splen** 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.



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7.0 TERM AND TERMINATION

This Agreement shall govern and continue to be in effect for a period of **03 (THREE) Years** 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 **Splen** 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 **Splen** have to conduct it; otherwise, **Splen** have to inform **ITM** in writing before at 01 (ONE) months before planned/scheduled training. In case **ITM** terminates the contract under this clause then **Splen** shall invoice **ITM** on a pro rata basis for the actual number of hours spent on the project or for the service performed hereunder, and for any purchases made by **Splen** which are approved by **ITM** in writing.

8.0 TIMELY PERFORMANCE

Splen will use all reasonable efforts to complete the performance of the services herein within the time - frame agreed. **Splen** will exercise due professional care and competence in the performance of the services. **Splen** 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 **Splen** during the course of services provided to the **ITM**, shall be the property of **Splen** 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 **Splen** and the **ITM** shall then mutually decide the future course of action.




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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, **Splen Technologies** 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. **Splen** 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 **Splen**.

19.0 QUALIFICATION OF TRAINER

Splen 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.

20.0 PROJECT ASSISTANCE

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

21.0 PLACEMENT

Splen will provide minimum 5 placement opportunity to every batch of each 50 students of **ITM**. **Splen** 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

REGISTRAR
ITM UNIVERSITY
Gwalior (M.P)

FOR - SPLEN TECHNOLOGIES


SPLEN TECHNOLOGIES
CHIEF OPERATING OFFICER
Mr. Kushagra Singh
Chief Operating Officer
Splen Technologies and
Education Pvt. Ltd.