MEMORANDUM OF UNDERSTANDING BETWEEN

ITM UNIVERSITY
GWALIOR • MP • INDIA
"CELEBRATING DREAMS"

ITM University

And

Coding Ninjas

1.	Date:	21 October, 2022
2.	Parties:	**ITM University**, a University in corporate under Act of State Legislature, having its registered office at AH-43 Bypass Jhansi Road Gwalior (MP) India-474001(here in after referred to as ITM University);and **Coding Ninjas(Sunrise Mentors Private Limited**, UNITECH CYBER PARK, Unit 007-008, GF, Tower A, Sector 39, Gurugram, Haryana 122003, India (here in after referred to as **"Coding Ninjas"**) ITM University and Coding Ninjas are here in after collectively referred to as the "Parties" and each individually as a "Party".
3.	Purpose:	Coding Ninjas is providing Industry based training, CN Studio Platform usage , Internship interview opportunities, PAT and central events that are exclusive for ITM University Students ITM University and Coding Ninjas have come together for providing Internship for the students of ITM University in the Coding Ninjas projects. The following are the broad terms mutually agreed between the parties:
4.	Term of the Agreement	This agreement between the parties shall be valid from 21 October 2023 (start date) for a period of 3 years ending 20 October 2026.
5.	Scope of Agreement:	**Given below the broad scope of deliveries by Coding Ninjas, as mutually agreed between the parties;** 1. Based on the requirement for the Internship at Coding Ninjas the Students will apply for the opportunity to do the internship. 2. The applications of students will go through the selection process of Coding Ninjas 3. The selected students will be informed regarding the dates of internship.

		4. The internship will be purely non paid internship. 5. Accommodation will not be provided by Coding Ninjas 6. After the successful completion of internship the students will receive the certificate of completion of internship from Coding Ninjas.
		Given below are the broad scope of deliveries by ITM University, as mutually agreed between the parties; 1.University TAP Cell will inform to the students regarding the internship opportunities in Coding Ninjas 2. TAP cell will compile the names of students interested in the internship in Coding Ninjas and send to the Coding Ninjas contact person 3. After the selection of students by Coding Ninjas, ITM University will inform the students to undergo the internship. 4. The Students will travel to Coding Ninjas on their own expenses for the purpose of internship. 5. The students will make the arrangements for their accommodation and food at their own expenses
6.	Representation and Warranties:	Each Party represents and warrants to the other Party that • It is competent and free to enter in to this Agreement and perform its Obligations as set out herein. • It is not under any disability, restriction or prohibition, whether contractual or otherwise, which might restrict or prevent it from performing or observing any of its obligations under this Agreement. • Its hall under take to perform its Services skill fully, with prudence and as per highest industry standard • Its hall comply at all times, with all laws, industry codes, applicable standards or other regulations or directions issued under the law
7.	Termination:	This Agreement may be terminated by either party pot initial 18 months through a written notice of 90 days to each other. • In the event that any material breach of any of the conditions, the non- defaulting party shall have the right to terminate this Agreement after giving a prior written notice of 30(Thirty) days to the other party of its intention to do so, provided however if the defaulting party cures the said breach within the notice period, then the said termination notice shall stand withdrawn. • The termination shall be without prejudice to rights and entitlements accrued to both the Parties up to the date of termination of the Agreement • Effect of Termination Parties shall honour all on-going contracts to its full term. Both parties shall ensure that client's interest is protected and all committed jobs are

		delivered smoothly.
8.	Non-Poaching of Talent	The ITM University hereby confirms and agrees that they shall not do any act which lead stop aching of employees seconded by Coding Ninjas Any such act shall have written permission from the Coding Ninjas. The same rule of non-poaching applies to Coding Ninjas too For all employees of the ITM University
9.	Non-Exclusivity	• Both the parties agree that they can engage with any other 3rd party under any circumstance, for the said scope under this agreement for the said services. This is an on-exclusive strategic engagement between the parties (Any kind of promotion of other Universities Institutions should not be allowed at ITM University Campus)
10.	Indemnity:	• Each party shall defend, hold harmless and indemnify the other party against all third-party losses, costs, claims, liabilities, suits, judgments or expenses arising out of any breach of its obligation sheering including any negligence, acts, omissions or defaults of party in carrying out its obligations under this agreement. • In no event shall either Party be liable to the other Party for any special indirect, incidental, consequential exemplary or punitive am ages of any kind (including without limitation lost profits, lost savings, loss of data, loss of business opportunities) arising out of or in connection with this agreement, the services, whether bused in contract, tort (including) without limitation negligence) or otherwise, even if the Party providing the resource or service, or has beast advised of the possibility of such damages or should have foreseen such damages.
11.	Amendment:	• The Parties to this Agreement may, add, delete, amend or alter all or any of the terms and conditions of this Agreement as mutually agreed from time to time and such modification and changes shall not be Effective until the same are in writing and duly signed by the authorized representatives of both the Parties.
12.	Assignment:	• Neither Party shall transfer or assign all or any part of the rights, Obligations or benefits here under to any third party without the price written consent of the other Party.
13.	Confidentiality:	• Coding Ninjas and ITM University both acknowledge and agree that during the operation of this agreement, they may have access to confidential information about the projects which the students will be working on Coding Ninjas and ITM University shall therefore take all steps reasonably necessary to maintain the secrecy of that confidential information and not use that confidential information for any purpose other than to perform its duties according to the terms of this Agreement.

		• Both Parties shall return/destroy all confidential information belonging to the other party, which is in its possession within 7 days upon the request made by the other party (post termination of this MOU) • The aforesaid confidentiality obligation shall survive termination/expiry of Agreement and shall continue in Perpetuity as to all such Confidential information
14.	Relationship:	• This Agreement shall not be deemed so constitute a partnership or joint venture or supplier agreement between the Parties, It is confirmed that the Parties are independent entities engaged in the conduct of their own businesses and that this Agreement is being entered into on a principal-to-principal basis. Neither party shall have any right or authority to as some or create in writing or otherwise any obligation of any kind, express or implied in nature for or on behalf of the other party.
15.	Governing Law and Jurisdiction:	• The provisions of this Agreement shall be governed by and construed in accordance with the laws of India. • Any and all disputes under is Agreement shall be resolved through Arbitration.

IN WITNESS WHERE OF the Parties here to have executed this Agreement as added on the date and year written herein below.

For and on behalf of ITM	For and on behalf of Coding Ninjas
Dr. Ranjeet Singh Tomar Vice Chancellor, ITM University Gwalior Madhya Pradesh	 Mr. Chaitannya Srivastava Regional Head India Coding Ninjas

ITM UNIVERSITY GWALIOR Vice-Chancellor M.P. INDIA

OMVEER SINGH

Digitally signed by OMVEER SINGH
DN: cn=OMVEER SINGH c=IN o=Personal
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Date: 2024-09-02 17:06+05:30