

MEMORANDUM OF UNDERSTANDING BETWEEN

ITM University, Gwalior

And

Coding Gurukul

1.	Date	13th July, 2026
2.	Parties	ITM University, Gwalior incorporate 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 Gurukul having registered office at 133/6 M Block Kidwai Nagar Kanpur, 208001, U.P, India ITM University and Coding Gurukul are here in after collectively referred to as the "Parties" and each individually as a "Party".
3.	Purpose	Coding Gurukul is providing Campus Readiness Industry based training, Java, DSA, Internship interview opportunities that are exclusive for ITM University Students ITM University and Coding Gurukul have come together for providing Training for the students of ITM University in the Coding Gurukul 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 13 th July 2026 (start date) for a period of 3 years ending 12 th July 2029.
5.	Scope of Agreement	Given below the broad scope of deliveries by Coding Gurukul, as mutually agreed between the parties; 1. Coding Gurukul shall undertake periodic training for the students of ITM University. 2 Coding Gurukul will launch the project within 21 working Days 3 Coding Gurukul shall host and maintain the web based management software frame work for smooth conduct of diploma/ certificate courses 4 Coding Gurukul shall create login id. Of each learner on the provided frame work and monitor the learner progress profile on weekly basis. 5 Coding Gurukul shall analyse this data and take corrective action to ensure satisfactory completion of the course by the learners. 6 The final online examination will be conducted by Coding Gurukul and shall provide supervisory login to University for monitoring the performance of all the learners as well as for the status of results of the final online examination. 7 Coding Gurukul shall undertake promotional activities to give wider publicity to these certificate courses among the potential learner clientele 8 Coding Gurukul shall send to university,

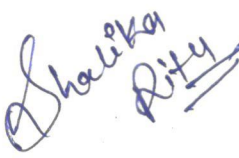
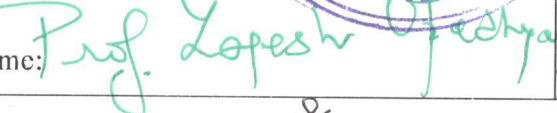
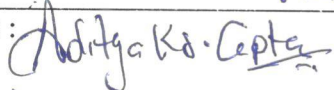
		the hard copies of the duly certified certificates to be given to successful learners.
		Given below are the broad scope of deliveries by ITM University, as mutually agreed between the parties; 1. University TAP Cell will inform to the students regarding the internship opportunities in Coding Gurukul 2. TAP cell will compile the names of students interested in the internship Coding Gurukul and send to the contact person 3. After the selection of students by Coding Gurukul, ITM University will inform the students to undergo the internship.
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

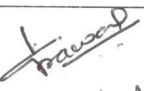
		days to each other. • In the event that any material breach of any of the conditions, the non- defaulting party shall have the right to terminate this Agreement after giving a prior written notice of 30(Thirty) days to the other party of its intention to do so, provided however if the defaulting party 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 Gurukul. Any such act shall have written permission from the Coding Gurukul.
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 damages 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 based in contract, tort (including) without limitation negligence) or otherwise, even if the Party providing the resource or service, or has been 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 prior written consent of the other Party.
13.	Confidentiality	• Coding Gurukul 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 Gurukul 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 Gurukul
 Prof. (Dr.) Yogesh Upadhyay Vice Chancellor, ITM University Gwalior Madhya Pradesh	 Ms. Shalika Ritu Founder of Coding Gurukul Coding Gurukul Proprietor
Witness : Name: 	Witness :  Name: Aditya Kaishna Gupta


(Dr. Venu Aggarwal)