

term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the FIRST PART.

And

NIIT FOUNDATION a society registered under the Societies Registration Act 1860 and registered for Charitable purpose under section 12A of Income Tax Act, 1961, having its registered office at 8, Balaji Estate, Kalkaji, New Delhi-110019 (referred to as "**NF**" which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the SECOND PART.

TMU and NF may hereinafter individually be referred to as "Party" and collectively referred to as "Parties".

WHEREAS:

- a) Teerthanker Mahaveer University is committed to providing quality education and fostering holistic student development across diverse learner groups. The University actively promotes skill development, employability, and inclusive growth through initiatives aimed at upskilling youth and ensuring equitable access to learning opportunities, in alignment with broader goals of community transformation.
- b) NF intends to positively impact the youth of the country through its educational process. NF will bring in quality course material and the educational process to the partnership.
- c) TMU has approached NF with the intent to conduct the course for their students with the support of NF Training team through virtually.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. SCOPE

- A. That the purpose of this MOU is to determine the roles and responsibilities of the Parties in the employability course to be conducted virtually.
- B. NF will support for implementing the courses adherence to the Student Lifecycle framework and as per the consideration mentioned in **Annexure - I** through virtual mode. For any other additional courses, a separate course addition document needs to be signed.
- C. In this venture, TMU will be responsible to support NF for successful implementation of the courses virtually and physically delivered by NF training team.

2. OBLIGATIONS OF TMU

- 2.1 Promote the course in TMU campus and mobilize the students for the training.
- 2.2 The University shall facilitate participation of interested and eligible learners in the programs, subject to academic schedules and regulatory approvals. Enrollment shall be on a best-effort basis and shall not constitute a mandatory or exclusive commitment.



- 2.3 Provide a point of contact who will update learners about program-related information and motivate learners to stay on course
- 2.4 Support in aligning students for interviews as per the opportunities shared by NF.

3. OBLIGATIONS OF NF

- 3.1. Conduct pre-screening of the students before enrollment to check the eligibility criteria.
- 3.2. Provide course content access with proper objectives and guidelines to the students. For this no fee will be charged by NF.
- 3.3. Provide a certificated faculty to conduct training sessions for the registered students
- 3.4. Post program completion, conduct online assessment of the student with the support of TMU
- 3.5. Provide e-certificate to the students who complete the courses successfully.
- 3.6. Share placement opportunities to the eligible student who successfully completed the program.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. It is hereby unconditionally agreed and explicitly understood by and between the parties here to that the brand 'NIIT' is a distinctive and a well-known trademark in so far as India is concerned and for which NIIT has sought statutory protection for the same.
- 4.2. Nothing contained in herein shall be deemed to grant either directly or by implication, estoppels, or otherwise, any license to TMU under any patents, copyrights, trademarks or trade secrets of NIIT, NIIT Foundation or of the NIIT Group of companies ("NIIT Group")
- 4.3. In order that the either party may protect its trademarks , service marks, trade names, trade secrets, corporate slogans, corporate logos, product designations (collectively the "Marks") and its goodwill, both parties agree that they shall have no right to use the Marks in the sales or advertising of any Products or services or on any business forms, sales, advertising or promotional materials, websites, letterhead, business cards or other business supplies or materials, whether in writing, orally or otherwise, without the prior written consent of the other.
- 4.4. Where NF has given its consent to the use of its Intellectual Property, TMU acknowledges and agrees that its use thereof shall insure solely to the benefit of NIIT, NF and/or the NIIT Group. TMU shall not remove, alter or obliterate any trademarks, trade names, corporate logos, slogans or product designations appearing on the promotional and educational material.
- 4.5. TMU and NF confirm that they shall not disclose or distribute this MOU, any information about or contained in this MOU, or any other information received by them pursuant to or under this MOU, to any third party except to their legal advisors or other statutory bodies or to the extent as may be authorized in writing to do so by TMU and NF respectively.

5. TERM AND TERMINATION

- 5.1 **Term:** This MOU shall be valid for a period of one (1) year from the date of MoU, 3rd April 2026 (hereinafter the "Term") unless terminated in accordance with the terms of this MOU. It is hereby



agreed between the Parties that the Term may be renewed for a further period and upon such terms and conditions as may be mutually agreed by the Parties, in writing.

5.2 Termination: Either Party may terminate this MOU at any time during the Term by giving Thirty (30) days prior written notice to the other Party without assigning any reason for the same.

5.3 In the event of termination, each Party will fulfill all its respective obligations that accrue up to the date of such termination. Further, the TMU shall return all Confidential Information and copies thereto to NF.

6 REPRESENTATION AND WARRANTY

6.1 The Parties have full legal right, power and authority, including all Intellectual Property Rights to enter into this MOU and to perform all of their obligations in accordance with the terms and conditions of the MOU.

6.2 The Parties have requisite power and authority to execute, deliver and perform its obligations under this MoU and have been fully authorized by all requisite corporate actions to do so.

6.3 The Parties hold and shall continue to hold all applicable statutory and regulatory permissions, approvals, licenses, consents and permits for the running and operation of its establishment, for the conduct of its business, more particularly for performing their obligations as contemplated under this MOU.

6.4 The Parties shall comply at all times, with all applicable laws, industry codes, applicable standards or other regulations including any judicial, official, governmental, statutory, regulatory orders and/or judgments whether interim, final or otherwise or with any other contract to which either Party is a party to or directions issued under applicable law.

6.5 The Parties have no bankruptcy, winding up or other liquidation proceedings pending or being contemplated by them or against them or threatened against them.

6.6 The Parties have no legal proceedings pending or contemplated by it or against it or threatened against it, that would materially or adversely affect its ability to perform its obligations under this MOU.

6.7 The Parties shall comply with all applicable laws and guidelines, as applicable to it, to perform its obligations under this MOU.

7 CONFIDENTIALITY

7.1 Either Party shall not disclose any confidential and proprietary information (including any written, tangible and/ or intangible information) belonging to the other Party, to any third party, without the express written permission of the other Party. The information disclosed by the disclosing Party will be used only for the purpose as specified in this MoU. This Clause shall not apply to information that is:

- a) in the public domain
- b) already known to the TMU at the time of disclosure;
- c) rightfully obtained by the both on a non-confidential basis from a third party.



- d) required to comply with orders of judicial and/or governmental authorities that have jurisdiction over such Party or as otherwise required by law

8 INDEMNITY

The TMU shall indemnify, defend, and hold harmless NF from and against any losses, claims, damages, liabilities, actions, penalties, fines, cost and expended including attorneys' fees arising out of, (a) any action or omissions or breach of any provisions of this MoU by including any harm to the reputation or goodwill of NF attributable to the acts or omission of the TMU; and/or (b) any breach of any applicable law by the TMU; and/or (c) any breach of obligations, representations and warranties as set out in this MoU and/or (d) infringement of any Intellectual Property Rights of NF or any third party by the TMU.

9 GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be governed by, and construed and enforced in accordance with, the laws of India and the courts of New Delhi shall have the jurisdiction to preside over matters arising hereunder. Parties shall first endeavor to resolve their disputes amicably within fifteen (15) days from the date on which the dispute was first notified. Failing which, the dispute shall be referred to court.

10 MISCELLANEOUS

- 10.1 Costs:** It is agreed between the Parties that each Party shall bear its own cost expenses incurred while discharging its obligations as enumerated under this agreement, unless mutually agreed to otherwise in writing. Neither Party shall claim any reimbursement on account of the same from the other Party, unless mutually agreed to otherwise.
- 10.2 Entire agreement:** This MOU set forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, communication, discussions, representations and warranties, whether oral or written between the Parties hereto with respect to the subject matter hereof (including but not limited to the MOU)
- 10.3 Section Headings:** The section headings of this MOU are for convenience of reference only and shall not be deemed to alter or affect any provisions hereof.
- 10.4 Severability:** In the event that any provisions or any part of any provision of this MOU shall be void or unenforceable for any reason whatsoever, then such provisions shall be stricken and shall be of no force and effect, and to the extent possible, shall be replaced by similar provisions or parts which are not void and/or are enforceable.
- 10.5 Amendments:** This MOU shall not be amended except by written agreement signed by both the Parties.
- 10.6 No Third Party Rights:** Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this MoU intended to relieve or discharge the obligation or liability of any third persons to any Party to this MOU, nor shall any provisions give any third persons any right of subrogation or action over and against any Party to this MOU.
- 10.7 Assignment:** The Parties may assign any of its rights or transfer by novation of its rights and obligations under the MOU with a prior written approval of the other Party. Notwithstanding the aforesaid, NF will be free to assign its rights and obligations to any of its affiliates.
- 10.8 Compliance:** The Parties will not be bound to comply with any provisions of this MOU if such



compliance would be in contravention or contradictory to the applicable law of the land. In such a circumstance the Parties will inform each other immediately and take necessary steps to comply with the applicable laws.

10.9 Notices: Any notice or communication under or in connection with this MOU shall be given or sent by mail, electronic mail, courier or personal delivery at the respective address of the Parties set out herein below or at any other revised addresses which may be notified, in writing, against clear acknowledgement by Parties at a later date.

11 CONTACT INFORMATION

All program-related queries will be addressed and shared by the point of contact (different from the authorized signatory in case of a partner) assigned by each organization, as indicated below:

NIIT Foundation Point of Contact

Contact: Nilesh Khanna

Title: Regional Manager

Phone: 8826822981

Email Address:

nilesh.khanna@niitfoundation.org

TEERTHANKER MAHAVEER UNIVERSITY Point of Contact

Contact: Dr. Pankaj Kumar Singh

Title: Director-CTLD

Phone: 9068199925

Email Address: director.ctld@tmu.ac.in

IN WITNESS WHEREOF, the Parties have by duly authorized representatives of **NIIT FOUNDATION** their respective hands and seal on the date first above written in the presence of:

**Teerthanker Mahaveer University
(TMU)**

NIIT FOUNDATION

Institution

Industry Partner

Signed By Prof (Dr) Manjula Jain, Dean Academics


Signed By: Dr. Charu Kapoor, Country Head

Signed By

Signed By

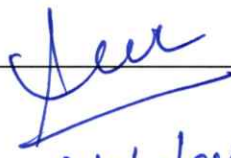
Signed By

Date


3/4/2026
Dr. Parvati Karna Sir

Signed By

Date


3/4/26
Akhlesh Sharma

