



TEERTHANKER MAHAVEER UNIVERSITY

(Established under Govt. of U.P. Act. No. 30, 2008)

Delhi Road, Moradabad-244001 (U.P.) India

Tel. : +91-0591-2360222, 2476801, E-mail : university@tmu.ac.in, Website : www.tmu.ac.in

Memorandum of Understanding



This Memorandum of Understanding (MOU) signed thison Date: 25thAugust, 2021

Parties to this MOU:

InnoServ Group of Companies

AnEdu-tech company engaged in Digital Marketing Consultation, Education and Training Services in India having its corporate office at 301-302, Saikar Paradise, Sr. Nos 131/1B/1, Ram Indu Park, Baner Road, Pune – 411045 and India-North office at # 632, Pocket-E, Sector-21, Gurugram, Haryana-122001.(Hereinafter referred to as “InnoServ”)

AND

Teerthanker Mahaveer University, Moradabad

TEERTHANKER MAHAVEER UNIVERSITY, a University set up in the year 2008 and governed by The Teerthanker Mahaveer University, Uttar Pradesh Act, 2008 (No. 30 of 2008), having its principal office at Bagadpur, Pakbara, Delhi Road, Moradabad, India. (Here in after referred to as “TMU”).

-Starting from 25thAugust, 2021

Both the organisations referred to jointly as Parties and singularly as Party

Purpose:

TMUis looking partner Digital Marketing training service provider to augment its offeringsfor existing students, Alumni and Working Professionals in the surrounding areas. Both TMU and InnoServ have agreed to work together on the said assignment as per the terms set in the document below.

AND WHEREAS

The parties are desirous to enter into a MOU to kick off the assignment.The scope and boundaries of this arrangement are as follows:

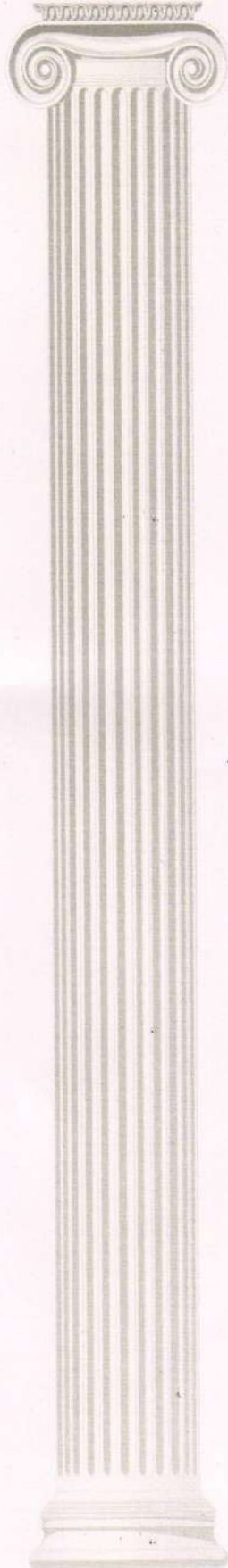
For this, the parties have agreed to enter intoan understanding and perform the duties as per the terms given in this Memorandum of Understanding:

Memorandum of Understanding (MOU)

1 | Page

Arun Kumar

Satyajit
Registrar



A. Responsibilities of InnoServ:

1. InnoServ will be responsible for conceptualising, planning and executing the content and delivery of 40 Hours of Digital Marketing training program as stated in the scope of work above as per the agreed plan.
2. A detailed plan of agreed topics with deliverables is attached in the excel sheet.
3. InnoServ shall raise invoices as per the agreed terms as stated out in this agreement
4. The 40 Hour program on Digital Marketing will be delivered online.
5. We will be happy to assist all the management students via webinars to make them understand the value of this program.
6. The said training will be certified as a summer internship program.
7. The charges for this program will be INR 5000 each inclusive of all taxes (Exception as a one-time consolidation to start the program).
8. There will be a joint certification given on the completion of the industry overview program of 40 hours.
9. The billing will be in individual capacity and including all taxes.

B. Responsibilities of TMU:

1. TMU to provide us with the students to launch the batch.
2. TMU to assign SPOC for InnoServ team to coordinate.
3. TMU will assign the online platforms and provide access to execute the above scope of work.
4. In case of Deployment of resource to client site, TMU will arrange for internet connectivity, food and accommodation (on cost basis) of the resource that InnoServ will deploy on campus for the project.
5. TMU to ensure timely approvals, timely availability of feedback and sufficient internal coordination as per the need.

Other terms:

C. Termination of this MOU: In the event of breach of any clause mentioned in this MOU, either party may terminate the contract with a notice of 30 days. In case of non-performance or damage or excessive delay in receiving the payment to the brand the contract will come to an end with immediate effect. TMU to pay all the pending invoices and payments due.

D. Non-Poaching:

During the engagement and for a period of two years after the closing of the engagement, TMU will not, directly or indirectly either alone or in association with others (i) solicit, or encourage any organization directly or indirectly controlled by TMU to solicit, any employee or trainer of InnoServ or any of its subsidiaries to leave the employment of InnoServ or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by TMU to solicit for employment, hire or engage as an independent contractor, any person who was employed by InnoServ or any of its subsidiaries at any time during the term of the InnoServ employment and one year after leaving InnoServ with TMU or any of its subsidiaries.

E. Confidentiality: During the continuance of this assignment and thereafter, parties shall keep all matters confidential and will not divulge to any person, or company

Arun Kumar

Atul Kumar
Walia Institute of Technology, Morena
Registrar

whatsoever (other than to the Directors of the Company or their authorised representatives about contents of this MOU, various terms and conditions agreed to, and also all other confidential matters and information concerning its business or affairs of any of its associates or branches, their customers and / or suppliers.

F. Disputes: All disputes arising out of or in connection with this MOU shall be settled through mutual negotiations failing which, it will be finally settled as per the Arbitration and Conciliation Act, 1996 & rules formed thereof. The arbitration will be referred to a sole arbitrator appointed by mutual consent of the Parties. The place of arbitration will be Bangalore, India. The language of the arbitration shall be English.

G. Amendments: Any amendments to this MOU shall be by mutual consent by the parties and shall be in writing and shall be signed by both the parties to this MOU.

H. Scope of this MOU

1. This MOU covers the TMUs as mentioned under scope of assignment in this MoU. Anything outside the scope of this MOU need to be dealt separately and an addendum will be required to sign and fee for such additional services shall be payable extra outside the current fees as set in this MOU.

2. This MOU does not constitute any assignment or partnership in relation to TMU & InnoServ any other business which are not mentioned in this agreement.

I. Term: This MOU will be valid for 12 months with effect from 25th August 2021 to 24th August 2022. Based on the performance and mutual agreements on the budgets and duration, the agreement can be renewed further by signing an addendum. In case TMU pauses the service for a period of time due to any unforeseen circumstance, the contract date will get extended corresponding to the period it was halted.

All correspondence to InnoServ will be at the following address:

InnoServ Group of Companies

632, Pocket-E, Sector-21, Gurugram, Haryana - 122001.

Email ID: akram.lamba@innoserv.co.in

All correspondence to TMU will be at the following address:

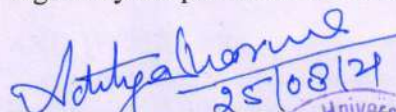
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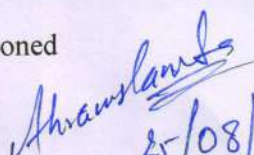
Email: registrar.tmu.ac.in

In witness whereof the parties have signed this Memorandum of Understanding on 25 August 2021.

Signed by the parties on the date herein above mentioned


25/08/21
For Teerthanker Mahaveer University
Dr. Aditya Sharma
Registrar
TMU, Moradabad




25/08/2021
For InnoServ group of Companies
Akram Singh Lamba
Associate Director

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