# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

# Bharat Group of Colleges, Sardulgarh

&

# B. S Builders, Sangrur

#### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 4/2/2019 (four February two thousand and nineteen).

#### **BETWEEN**

**Bharat Group of Colleges, Sardulgarh, the First Party** represented herein by its training and placement cell representative,

#### AND

B. S Builders, Sangrur, the Second Party, and represented herein by Firm's Proprieter, Pritam Singh

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

#### **Bharat Group of Colleges**

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) B. S Builders, Sangrur , the Second Party is engaged in Business, Construction, Skill Development, and R&D Services in the fields of construction and building- - and related fields
- F) B. S Builders, Sangrur ,the Second Party is promoted by Pritam Singh,
   Firm's Proprietor; Nanakiana road, Sangrur
- G) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

#### NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to

the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2 SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for

disseminating the Internship opportunities available with them.

- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of B. S Builders, Sangrur dealing in civil works.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Bharat group of Colleges, Sardulgarh** the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **B. S Builders, Sangrur**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that **Bharat group of colleges**, **Sardulgarh** and **B**. **S Builders**, **Sangrur** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior. written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Bharat group of colleges, Sardulgarh

**B. S Builders, Sangrur** 

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Mansa. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of, Mansa.

## AGREED:

For Bharat group of colleges, Sardulgarh

## For B. S Builders, Sangrur

FOR D. OLD ADERS PROP.

Authorized Signatory

Authorized Signatory

Bharat group of colleges ,Sardulgarh	B. S Builders, Sangrur
Address- vpo Khaira khurd, Sardulgarh	Address: Nanakiana road, Sangrur
Contact Details- 9779420800	Contact Details: 9888362425
E-mails- tpobgc@gmail.com	E-mails: erhardeep77@gmail.com
Web- bgc.edu.in	

Witness1:

Witness2:

# MEMORANDUM OF UNDERSTANDING(MOU)

## BETWEEN

# BHARAT GROUP OF COLLEGES

&

# OP JAIN AND SONS

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 4TH day of – February – Two Thousand Nineteen (2019),

#### BETWEEN

**Bharat Group of Colleges, Sardulgarh, the First Party** represented herein by its **Mr. AJIT JAIN, HOD, Applied Science Department** (hereinafter referred as **'First Party'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

**OP jain and sons**, and represented herein by its Zonal / Divisional Head, **Mr. Jain**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

## (i) Bharat Group of Colleges, Sardulgarh

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) OP jain and sons the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of manufacturing lab equipments and related fields
- F) OP jain and sons ,the Second Party is promoted by Mr. Jain .
   G)
- H) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

## **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Bharat Group of Colleges, Sardulgarh** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and

faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship, and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - Software Courses
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Bharat Group of Colleges**, **Sardulgarh**, the

First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### **CLAUSE 4 VALIDITY**

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period.**OP jain and sons**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Infowiz-A Software Solution**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that **Bharat Group of Colleges, Sardulgarh** and Info wiz- A Software Solution are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party,

## AGREED:

For Bharat group of colleges, Sardulgarh

## For B. S Builders, Sangrur

FOR E. STORDERS

Authorized Signatory

Bharat group of colleges ,Sardulgarh	B. S Builders, Sangrur
Address- vpo Khaira khurd, Sardulgarh	Address: Nanakiana road, Sangrur
Contact Details- 9779420800	Contact Details: 9888362425
E-mails- tpobgc@gmail.com	E-mails: erhardeep77@gmail.com
Web- bgc.edu.in	ginan.com

Witness1:

Witness2:

# MEMORANDUM OF UNDERSTANDING(MOU)

# BETWEEN

# BHARAT GROUP OF COLLEGES

&

# COMPASS TECHNOLOGIES

#### **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 4<sup>th</sup> day of – February – Two Thousand Nineteen (2019),

#### • BETWEEN

**Bharat Group of Colleges, Sardulgarh, the First Party** represented herein by its **Ms. Shivani Jindal, HOD, Electrical Engg. Department** (hereinafter referred as **'First Party'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

**Compass Technologies**, and represented herein by its Zonal / Divisional Head, **Ms. Seema**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

#### (i) Bharat Group of Colleges, Sardulgarh

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) Compass Technologies, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – softwares - - and related fields
- F) Compass ,the Second Party is promoted by Ms. Seema Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Bharat Group of Colleges, Sardulgarh** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
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#### **CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the
  Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and

faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship, and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- **2.5 Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - **Software Tools Like Automission etc.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Bharat Group of Colleges**, **Sardulgarh**, the

First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

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#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Compass Technologies**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Compass Technologies**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Bharat Group of Colleges, Sardulgarh** and Info wiz- A Software Solution are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf COMPASS TECHNOLOGIES UND of the other Party. SCO 142-143 3RD FLOOR

FirstParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Chandigarh.

SECTOR 34 A CHANDIGARH SecondParty

#### AGREED:

For Bharat Group of Colleges, Sardulgarh

# For Compass Technologies

Authorized Signatory

Name of Institution	Name of Industry
Bharat Group of Colleges, Sardulgarh	SCO 142-143,3 <sup>rd</sup> Floor,Sector-34 A,Chandigarh
9996020800	9646000952
bharatinstitutes@gmail.com	
Bgc.edu.in	

Witness1:

Witness2:

Witness3:

Witness4:

# MEMORANDUM OF UNDERSTANDING(MOU)

## BETWEEN

# BHARAT GROUP OF COLLEGES

&

# **INFOWIZ- A SOFTWARE SOLUTION**

#### **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 4<sup>th</sup> day of – February – Two Thousand Nineteen (2019),

#### **BETWEEN**

**Bharat Group of Colleges, Sardulgarh, the First Party** represented herein by its **Mr. Hinoni Goyal, HOD, Civil Engg. Department** (hereinafter referred as **'First Party'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

**Infowiz-A Software Solution**, and represented herein by its Zonal / Divisional Head, **Mr. Surneel Goyal**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

#### (i) Bharat Group of Colleges, Sardulgarh

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) Infowiz-A Software Solution, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – softwares - - and related fields
- F) Infowiz-A Software Solution ,the Second Party is promoted by Mr.
   Surneel Goyal ,Crown Tower,100 Feet Road, Bathinda
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

#### NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

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- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and

faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

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- **2.5 Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - **Software Courses**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
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- 2.10 There is no financial commitment on the part of the **Bharat Group of Colleges**, **Sardulgarh**, the

First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Infowiz-A Software Solution**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Infowiz-A Software Solution**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that **Bharat Group of Colleges, Sardulgarh** and Info wiz- A Software Solution are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

FirstParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Bathinda** 

1st Floor, Crown Tokyr, 100 Feet Road, Bathinda SecondParty

orlo

## AGREED:

# For Bharat Group of Colleges, Sardulgarh

#### For Infowiz-A Software Solution



Authorized Signatory

Authorized Signatory

Name of Institution	Name of Industry
Bharat Group of Colleges, Sardulgarh	First floor,Crown Tower,100 feet Road,Bathinda
9996020800	9023500888
bharatinstitutes@gmail.com	E-mails
Bgc.edu.in	www.infowiz.com

Witness1:

Witness2:

Witness3:

Witness4:

## MEMORANDUM OF UNDERSTANDING BETWEEN BHARAT GROUP OF COLLEGES AND Advilla Advertising Agency

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 5<sup>th</sup> day of Feburary, 2019 by and between:

Bharat Group of Colleges, Sardulgarh represented herein by its training and Placement officer, (hereinafter referred to as the "First Party"), having its campus at VPO Khaira Khurd, Sardulgarh, District- Mansa, Punjab on the first part

### AND

Advilla Advertising Agency, the Second Party, and represented herein by its Managing Director(hereinafter referred to as "Second Party"), having its office at 22647 C, Street no. 11, Bhaggu Road, Bathinda, Punjab.

#### WHEREAS:

A) First Party is a Higher Education Institution named:

#### Bharat Group of Colleges

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Education and Research.

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- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- Advilla Advertising Agency -, the Second Party is engaged in Business, ,
   Skill Development, Education and R&D Services in the fields of *space marketing*.
- F) Advilla Advertising Agency he Second Party is promoted by Navpreet Singh.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## CLAUSE 1

#### **CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and

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documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### CLAUSE 2

#### SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial ... Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of

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the First Party into internships/jobs,as per AICTE internship Policy. The Second Party will also register itself on the AICTE Internship Policy Portal for disseminating the Internship opportunities available with them

- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of advertising and marketing.
- 2.6 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- **28 Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Bharat Group of Colleges**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

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#### CLAUSE 3

#### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOII shall, by express grant, implication, Estoppel, or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

#### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of thisMOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other

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Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Sardulgarh.

AGREED:

For Bharat Group of Colleges

Navjot Kaur Training and Placement Officer, BGC For Advilla Advertising

FOR AD VILLA ADVERTISING

Navpreet Singh<sup>PROP.</sup> MD, Advilla Advertising

Name of Institution: Bharat Group of Colleges	Name of Industry: Advilla Advertising
Address: VPO Khaira Khurd, Sardulgarh, Mansa, Punjab	Address: 22647 C, Street no. 11, Bhaggu Road, Bathinda, Punjab
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