



## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**NewDev Technologies Private Limited**

AND

**Chhatrapati Shahu Ji Maharaj University, Kanpur**

**Date of MoU: 10 May 2022**

**Chhatrapati Shahu Ji Maharaj University, Kanpur**, the Institute/First Party represented herein by IQAC, Coordinator, Mr. Prof. Sudhanshu Pandiya And **NewDev Technologies Private Limited**, Second Party, and represented herein by its Co-founder, Ms. Anamika Sharma.

WHEREAS:

- A. First Party is a Higher Educational Institution named: **Chhatrapati Shahu Ji Maharaj University, Kanpur**, thereafter referred to as **CSJMU**
- B. **NewDev Technologies Private Limited** thereafter referred to as **Reskill**, the Second Party aims to upskill and reskill the developers in emerging technologies through practical learning activities such as Hackathons, Bootcamps and Training Workshops. Reskill works with leading tech companies across the globe, understanding the emerging tech and its prospects in the real world and working with technology leaders to create a learning environment for developers in India.

The purpose of this MoU is to cooperate and focus on cooperation within the area of Skill Based Training, Education, Internships, Expert Lecture for the students/faculty of **CSJMU**. The collaboration and cooperation between the parties will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

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

## **CO-OPERATION**

1. Both Parties are united by common interests and objectives, and they shall establish cooperation.
2. First Party and Second Party co-operation will facilitate effective utilisation of the intellectual capabilities.
3. The parties shall cooperate with each other responsibly and practically in relevance to MoU.

## **SCOPE OF THE MoU**

- **CSJMU** may form a Reskill Tech Chapter in their organisation wherein 2 student coordinators will be appointed to lead the chapter and all the initiatives of Reskill will be promoted among the students of **CSJMU** as a part of the chapter.
- Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements on mutual agreement basis.
- There is no financial commitment on the part of the **CSJMU**, the first party to take up any program mentioned in MoU. If there is any financial consideration, it will be dealt separately.
- Both Parties to obtain all internal approvals, consents, permissions, and licences of whatsoever nature required.
- Second Party and First Party interaction will provide an insight into the latest developments / requirements of the latest technologies; the Second Party to permit the Faculty and Students of the First Party to participate in Skill Based Training, Education and Internships on mutually agreed terms on a periodic basis. This will provide confidence & smooth transition for students/faculty work.
- Reskill to organise an online and offline hackathons and other events on behalf of its partners for the students of **CSJMU** where top students will be provided branded swags. Financial considerations for the execution of the hackathons will be dealt separately.
- Both the parties believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- Both Parties intend to cooperate and focus their effort to deliver /impart knowledge and skills in areas of skill based training, education and research.
- Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
- Both Parties shall undertake any promotion, advertising or propaganda relating to this MOU and other activities on mutual consent basis.
- Both parties will nominate a Co-coordinator each, as a single point of contact, for successful implementation of the MoU.

## **INTELLECTUAL PROPERTY RIGHTS**

Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights of the other Party.

## **MAINTENANCE OF NATIONAL SOVEREIGNTY AND INTEGRITY**

The parties agree that none of the activities undertaken through this MoU shall in any manner be detrimental to the sovereignty and integrity of the nation.

## **GOVERNING LAWS AND JURISDICTION**

This MOU shall be governed by laws of India and shall be subject to the jurisdiction of courts situated at Noida. Both the parties shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time as required under this MoU.

## **CONFIDENTIALITY**

All information and documents to be exchanged pursuant of the MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not share such information with third parties or use the information for purposes other than that specified without the prior written consent of the other Party.

## **VALIDITY**

This Agreement will be valid for 3 years until it is expressly terminated by either Party on mutually agreed terms.

## **FORCE MAJEURE**

Except for any payment obligations, neither Party will be liable to the other for failure to fulfil obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labour difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

## **DISPUTE RESOLUTION**


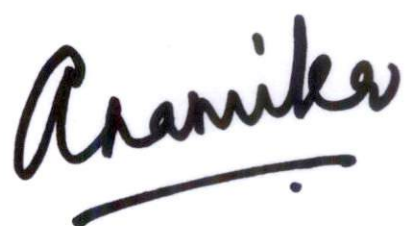
Any dispute between the parties regarding application or interpretation of this MoU will be resolved amicably through mutual negotiation and consultation between the parties in a timely manner.

#### **AMENDMENTS TO THE MOU**

No amendment or modification of this MoU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

#### **TERMINATION**

All parties shall be entitled to terminate this Agreement by giving thirty (30) days' notice in case of breach of any term of this Agreement, provided that before issuing termination notice such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen (15) days, then it shall result in termination of this Agreement. Both parties also agree and undertake that despite termination of the MOU, the progress of the ongoing Training Programs would continue without any hindrance and would be progressed for completion.

<p><b>FOR Chhatrapati Shahu Ji Maharaj University, Kanpur</b></p>  <hr/> <p>(SIGNATURE)</p> <p><b>NAME: PROF SUDHANSHU PANDIYA</b> <b>DESIGNATION: IQAC, COORDINATOR</b> <b>ORGANIZATION:</b></p>	<p><b>FOR NewDev Technologies Private Limited</b></p>  <hr/> <p>(SIGNATURE)</p> <p><b>NAME: MS. ANAMIKA SHARMA</b> <b>DESIGNATION: CO FOUNDER</b> <b>ORGANIZATION: NewDev Technologies Private Limited</b></p>
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