

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "MOU" / "Agreement") is made on this 05/03/2025 at New Delhi.

BY AND BETWEEN:

**Vivekanand College, Kolhapur**, is involved in providing quality education to the economically backward sections of society surrounding majorly trying to build a student grooming community in India. (Herein referred to as **Vivekanand College, Kolhapur** 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 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.

**Vivekanand College, Kolhapur** and **NF** may hereinafter individually be referred to as "Party" and collectively referred to as "Parties".

### WHEREAS:

- a) **Vivekanand College, Kolhapur** intends to further its goal of community transformation and will be bringing the strength of community engagement and training to the partnership. **Vivekanand College, Kolhapur** has been actively engaged in the improvement of education levels of the children and youth belonging to the disadvantaged section of the society with social inclusion approach.
- 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) **Vivekanand College, Kolhapur** 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.

First Party Initials

Second Party Initials

Page 1 of 8



C. In this venture, **Vivekanand College, Kolhapur** will be responsible to support NF for successful implementation of the courses virtually-delivered by NF training team.

2. **OBLIGATIONS OF Vivekanand College, Kolhapur**

- 2.1 Promote the course in **Vivekanand College, Kolhapur** campus and mobilize the students for the training.
- 2.2 Share the student details as per the format shared by NF and as per the eligibility criteria of the courses mentioned under **Annexure - II**
- 2.3 Coordinate with students in order to achieve 90% virtual class attendance in each program training.
- 2.4 Ensure that every student completes all admission formalities of NF related to document submission etc. before the start of virtual program training.
- 2.5 Ensure that every student should complete the final assessment and feedback post virtual program training.
- 2.6 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. Post program completion, conduct online assessment of the student with the support of c.
- 3.4. Provide e-certificate to the students who complete the courses successfully.
- 3.5. 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 **Vivekanand College, Kolhapur** 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,

First Party Initials

Second Party Initials

Page 2 of 8





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, **Vivekanand College, Kolhapur** acknowledges and agrees that its use thereof shall insure solely to the benefit of NIIT, NF and/or the NIIT Group. **Vivekanand College, Kolhapur** 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. **Vivekanand College, Kolhapur** 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 **Vivekanand College, Kolhapur** and NF respectively.

## 5. TERM AND TERMINATION

- 6.1. **Term:** This MOU shall be valid for a period of one (1) year from the Effective Date (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.
- 6.2. **Termination:** Either Party may terminate this MOU at any time during the Term by giving fifteen (15) days prior written notice to the other Party without assigning any reason for the same.
- 6.3. In the event of termination, each Party will fulfill all its respective obligations that accrue up to the date of such termination. Further, the **Vivekanand College, Kolhapur** shall forthwith return all Confidential Information and copies thereto to NF.

## 7. REPRESENTATION AND WARRANTY

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

First Party Initials

Second Party Initials

Page 3 of 8



- 7.5. The Parties have no bankruptcy, winding up or other liquidation proceedings pending or being contemplated by them or against them or threatened against them.
- 7.6. 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.
- 7.7. The Parties shall comply with all applicable laws and guidelines, as applicable to it, to perform its obligations under this MOU.

## 8. CONFIDENTIALITY

- 8.1. 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 **Vivekanand College, Kolhapur** at the time of disclosure;
  - c) rightfully obtained by the **Vivekanand College, Kolhapur** 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

## 9. INDEMNITY

The **Vivekanand College, Kolhapur** 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 the **Vivekanand College, Kolhapur** including any harm to the reputation or goodwill of NF attributable to the acts or omission of the **Vivekanand College, Kolhapur**; and/or (b) any breach of any applicable law by the **Vivekanand College, Kolhapur**; 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 **Vivekanand College, Kolhapur**.

## 10. 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 endeavour 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.

## 11. MISCELLANEOUS

First Party Initials

Page 4 of 8

Second Party Initials





- 11.1. 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.
- 11.2. 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)
- 11.3. 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.
- 11.4. 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.
- 11.5. Amendments: This MOU shall not be amended except by written agreement signed by both the Parties.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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.

First Party Initials

Second Party Initials

Page 5 of 8



**For NIIT Foundation:**

Attention: **Deepak Kumar Trivedi**

Address: **8, Balaji Estate Kalkaji, New Delhi**

Email: **deepak.trivedi@niitfoundation.org**

**For Vivekanand College, Kolhapur:**

Attention: **Dr. R R Kumbhar**

Address: **2130, E Ward, Tarabai Park, Kolhapur - 416003**

Email: **rrkumbhar@yahoo.co.in**

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

Signed by:

*rrk*

Dr. R R Kumbhar

Authorized Signatory

For and on behalf of

**VIVEKANAND COLLEGE, KOLHAPUR**

(FIRST PARTY)



Signed by:

*Chand Kapoor*

Dr. Chand Kapoor

Authorized Signatory

For and on behalf of

**NIIT FOUNDATION**

(SECOND PARTY)



First Party Initials

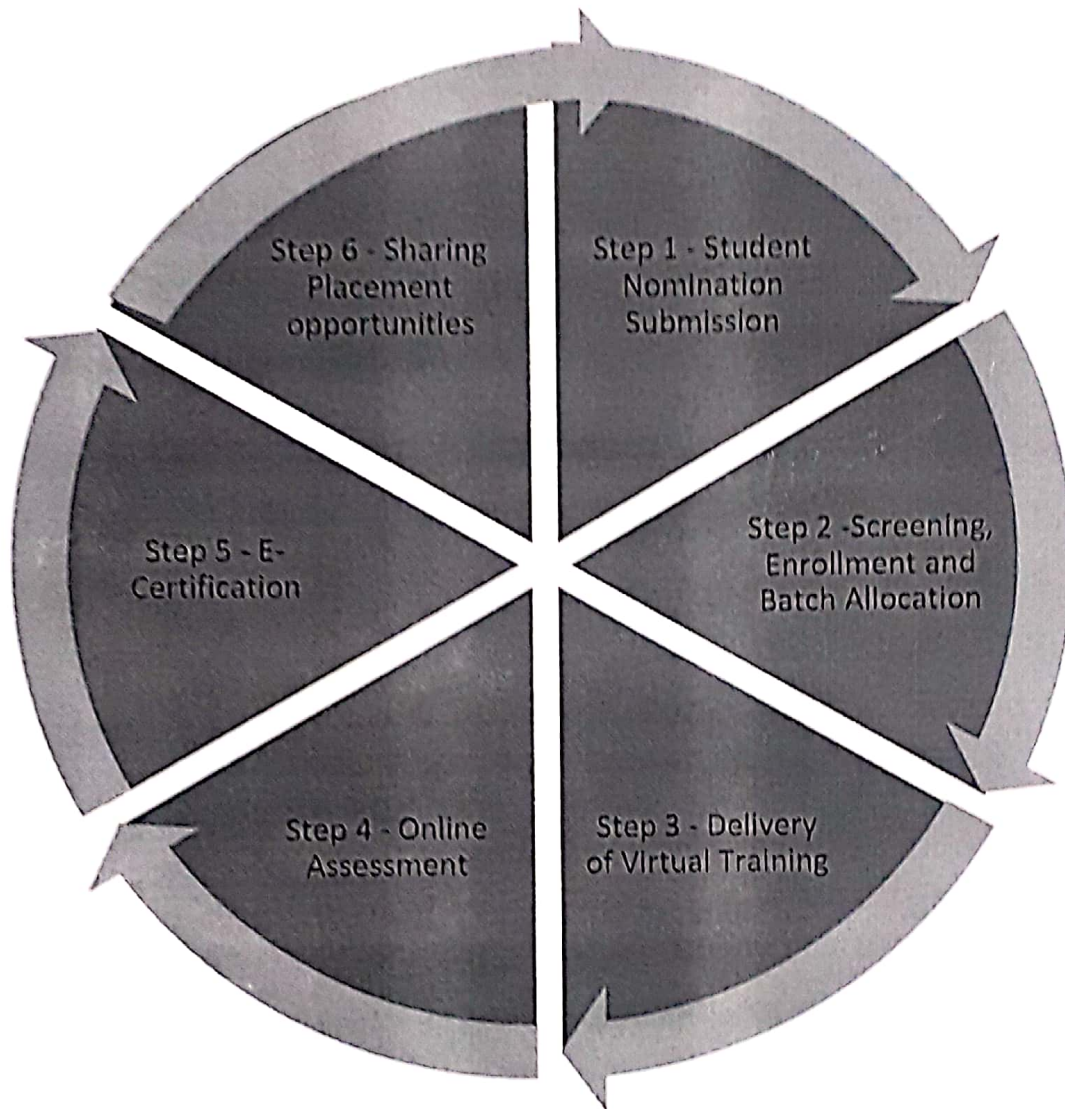
Page 6 of 8

Second Party Initials



Annexure – 1

**Student Life Cycle**



First Party Initials

Page 7 of 8

Second Party Initials





## Course Details

**IBM Skills Build** - IBM SkillsBuild is an innovative learning platform offering access to a wide range of industry-relevant courses, certifications, and skill-building opportunities across various domains. The platform is curated to meet the evolving demands of the professional world, ensuring learners are equipped to succeed in their chosen fields.

The courses that Parties are going to explore will be around the focus areas of Artificial Intelligence, Cloud Computing & Data Analytics are as follows:

1. **AI in Digital Marketing** - The Ultimate Guide: It will introduce students to the use of Artificial intelligence in the area of Digital marketing
2. **Get started with artificial intelligence | IBM Developer** - A course especially curated by the IBM team to give students a detailed understanding of the artificial intelligence starting from its origination till now
3. **How is cloud computing used** - To introduce how effectively cloud computing skills can be used in their respective fields.
4. **Computer Networking Basics**- A beginner's guide to understand & use the computer effectively.

## Annexure - II

### Student Data Format

Student Data Format which Vivekanand College, Kolhapur must submit the student details to NIIT Foundation team who wanted to join this program.

Student Name	DOB	Father Name	Gender	Mobile No.	Email ID

First Party Initials

Page 8 of 8

Second Party Initials

