# **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN** 

## SHOBHIT INSTITUTE OF ENGINEERING & TECHNOLOGY

Previously known as Shobhit University, Meerut
(A Deemed-to-be University established u/s 3 of UGC Act, 1956)

#### AND

# NIRMALYA LABS PRIVATE LIMITED (CIN: U72900OR2017PTC027279)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 23 RD day of August 2021 by and between.

**Shobhit Institute of Engineering & Technology (A Deemed-to-be University)**, the First Party represented herein by its Registrar. The Second Party, and represented herein by its Managing Director, Dr. Biraja Prasad Nath.

#### WHEREAS:

- A) First Party is a Higher Educational Institution named: Shobhit Institute of Engineering & Technology (A Deemed-to-be University),
- 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, Placement, Industrial Visit, Expert Lecture.
- D) Nirmalya Labs Private Limited, the Second Party is engaged in Software R & D. We bring disruptive, innovative technology and services to market with greater efficiency and speed.

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 co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

**CLAUSE 2: SCOPE OF THE MOU** 

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- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide 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. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 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.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the Shobhit Institute of Engineering & Technology (A Deemed-to-be University), the first party to take up any program mention in MOU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

### **CLAUSE 3: VALIDITY**

On behalf of

3.1 3.1 This Agreement will be valid for 3 to 5 years as per mutual consent until it is expressly terminated by either Party on mutually agreed terms.

## **CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES**

4.1 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.

On behalf of

Nirmalya Labs Private Limited
BBSR & BBSR
Dr. Biraja Prasad Nath
CMD Nirmalya Labs Private Limited
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