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MEMORANDUM OF UNDERSTANDING (MOU)

Between



K.R. MANGALAM UNIVERSITY
E D U C A T I O N F O R L I F E
(Recognized by UGC and a member of AIU)

K.R. MANGALAM UNIVERSITY,
Sohna Road, Gurugram (Haryana)-122103

and



TECHNOSPirit CONSULTANCY

Hyderabad 46

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") has been agreed, made and executed on 19th September, 2022 at Gurugram.

Between

Technospirit Consultancy Private Limited established in the year 2015 having its office at **Hyderabad** (hereinafter referred to as "TS", which expression shall unless repugnant to the context and meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns);

And

K.R. Mangalam University, Sohna Road, Gurugram – 122103, Haryana, India (Delhi NCR Region), a state private university established under the Haryana Private Universities Act 2006, and empowered to award degrees as specified by UGC under section 2f of the UGC Act, 1956, through its Registrar, presently Mr. P. Mahajan duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University (hereinafter referred to as "KRMU", which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns).

(TS and KRMU shall hereinafter be collectively referred to as the "**Parties**" and individually referred to as "**Party**" in this MOU)

WHEREAS:

- i) TS is a reputed private limited company into training, consultancy and coaching of faculty, students and individuals. Their vision is to provide and bring valuable education to individuals across the globe.
- ii) KRMU is a Private University set up under the statutory enactment to cater to the growing requirements of Higher Education of the region in general, and of **Gurugram** district, in particular. KRMU desires to provide and inculcate in its students' values and inner development in order for them to perform better as students and be leaders for growth in nation building.
- iii) TS through its faculty development programs, student development programs and holistic programs intends to bring effectiveness and efficiency into the individuals and organizations.

- iv) **KRMU** intends to procure training and experiential learning services provided by TS on the terms agreed to herein, in order to stimulate and facilitate the development of programmes/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, TS and **KRMU** in support of their interest in the field of education are desirous of promoting mutual cooperation by organizing and conducting educational workshops for mental, spiritual and psychological well-being of its students and faculty, and desire to extend the basis for friendly and cooperative collaboration by way of this MOU.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES

1.1. **KRMU** desires to create a precedent by offering suitable and pertinent learning and offerings to its students and faculty so as to enable them to lead their lives with purpose and be of help to the society at large. **KRMU** has represented that it is a leading university that offers high quality education and its priority is to provide its students values, inner development enabling them to perform better in their education & be leaders in nation building. It seeks to provide its students basic life skills to manage challenges in their relationships, avoid intoxicating abuses, digital dependence and deal with stress of modern life. It aims to enable their students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfilment. This will directly enhance their academic and work performance and create a harmonious environment within **KRMU**.

1.2. TS has agreed to be helpful in such mission through its offerings as listed out in Schedule 1 ("Offerings").

1.3. Both the Parties, hereby express their commitment to collaborate with each other to conduct (i) educational, (ii) faculty development and (iii) communication skills (iv) other connected workshops to help students teachers to become more professional, effective in their work, increase their concentration, sharpen the use of their will, introspect and self-analyse and accept people and situations in general. Through such workshops and Offerings of TS, they intend to help the students to improve their learning skills and behaviour, and become better individuals.

2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator ("Facilitators") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the purpose and objectives envisioned under this MOU.

3. RESOURCES

3.1. The Parties agree to distribute reading materials/ promotional/ literature to the participants, through any means including but not limited to audio and/or video recordings, books and magazines as deemed fit by TS. TS shall share the content of such reading materials, literature, video recordings and other such material with KRMU, before distributing the same to the participants.

3.2 The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by TS which will be adhered to by TS during the term of this MOU.

4. FINANCIAL UNDERSTANDING

4.1. TS shall provide its services on a mutually agreed price, which will also include any travel, stay and training charges.

4.2. Logistic:

KRMU shall reimburse all expenses with respect to (i) all actual to and from travel expenses, including but not limited to train, bus, flight and taxi, borne by all the TS trainers and special guests who are invited to KRMU for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. KRMU shall provide accommodation facilities to such trainers and special guests. TS shall provide such guidelines as necessary.

5. TERM

- 5.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of **KRMU** or such other premises as may be mutually agreed upon in writing.
- 5.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of **two year** thereafter.
- 5.3. This MOU shall terminate after completion of the term of two years from the Execution Date, without any financial obligations of Parties, except for any pending reimbursements and costs as provided herein.
- 5.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.
- 5.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.
- 5.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.

6. ASSIGNMENT

This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

7. INTELLECTUAL PROPERTY

- 7.1. Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.
- 7.2 This MOU in no way creates or conveys any ownership interests in IP to **KRMU**.

8. GOVERNING LAW, JURISDICTION & ARBITRATION

8.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. In case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be English and place of arbitration shall be [Hyderabad, Andhra Pradesh and Gurugram, Haryana].

8.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction shall have exclusive jurisdiction with respect OF any and all matters pertaining to this MOU.

9. MISCELLANEOUS

i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.

ii) This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.

iii) This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement.

iv) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

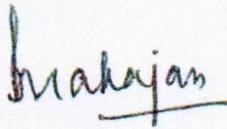
v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

vi) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.

vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between TS and KRMU and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It is on principle to principle basis.

IN WITNESS WHEREOF the Parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For K.R. Mangalam University



Gp. Capt. Praveen Mahajan
Registrar

For Technospirit Consultancy
Private Limited



Mr. Deepak Varma
Managing Director

Witnesses:

1)

2)

Date: 19.09.2022

Witnesses:

1)

2)

Date: 19.09.2022