



School of Employability

Managed by GNKCC, City Centre Road, Yamunanagar- 135001

Dated...21/01/22

MEMORANDUM OF UNDERSTANDING

This Agreement is executed at Yamuna Nagar, Haryana (India) on the 21st January, 2022.

Between

School of Employability (SOE), Yamunanagar (Haryana) a unit of Guru Nanak Khalsa College Committee through its authorised representative/ signatory Dr. Amit Joshi (hereafter referred to as the "SOE", which expression shall include, unless repugnant to the meaning or context thereof, its successors, affiliates, subsidiaries and sister concerns) of the one part;

And

Dyal Singh College, Karnal, Haryana, India through its authorized representative Dr. Ashima Gakhar (Principal) (hereinafter referred to as the "College", which expression shall include, unless repugnant to the meaning or context thereof, its successors and affiliates) of the other part.

Responsibilities of the Parties

1. The College will enrol its students for training in Multimedia and Animations Batch.
2. SOE in association with its training partners will conduct preliminary screening for the final selection of students for its training batch.
3. SOE will conduct 04 months training in Multimedia and Animations for one batch of 30 students of Dyal Singh College, Karnal.
4. The College will provide necessary infrastructure support like Classes, Computer Labs, Computer Systems, Internet supply, Software as required to conduct this training for their students at no additional cost.
5. The training program will be delivered by faculty from SOE at its own cost.
6. SOE will conduct the assessment test and arrange for evaluation.
7. SOE in association with its training partner will provide certificates for the course.

FINANCIALS

1. No financial transaction is involved between both the parties.

CONFIDENTIALITY

- The parties agree not to disclose the contents of this Contract to third parties, treating it as confidential.
- This clause shall survive for 3 years from the date of termination of this MoU.
- The Non-disclosure MoU executed between the parties shall govern the confidentiality obligations on the parties.

INTELLECTUAL PROPRIETARY RIGHTS

- The SOE shall have proprietary rights in relation to all the material developed with relation to this agreement. The College shall not claim any right over these documents.
- Neither party will use each other protected trademarks and IPR without each other's consent.

LIMITATION OF LIABILITY

Email: soe@gnkgei.ac.in

website: www.gnkgei.ac.in

Toll Free No.: 18001210205

School of Employability

Managed by GNKCC, City Centre Road, Yamunanagar- 135001

- SOE makes no warranties, express or implied, statutory or otherwise, including any implied warranties relating to this MoU and shall not be liable to the other for any loss of profits, loss of business or for special, direct, indirect, incidental, or consequential damages or losses of any kind or nature whatsoever.

TERMINATION

- This MoU cannot be terminated before the completion of batch.

GOVERNING LAW AND JURISDICTION

- This MoU shall, in all respects be governed by and construed in accordance with the laws of India and the courts at Yamunanagar shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder.
- If the dispute doesn't resolve amicably then the same will be referred to the sole arbitrator to be appointed with the consent of both the parties. The decision of the arbitrator shall be binding on both the parties. The arbitration shall be concluded as per the provision of "Arbitration and Conciliation Act 1996"

TERM OF MoU

- MoU shall remain in force from the date of signing to the completion of the agreed batch.

MISCELLANEOUS: -

- **Assignment.** The parties shall not be entitled to assign this MoU to any third party without the consent of the other party.
- **Relationship of the Parties.** The Parties agree and acknowledge that the relationship of the Parties is in the nature of independent contractors. Nothing in this MoU shall be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Neither Party is or shall act as the other's agent, partner, employee, or representative.
- **Notices.** All notices, requests and other communications under this shall be in writing, in English. Any notice or information/document or communication to be served under this MoU may be served upon either Party hereto only by email or courier or posting by registered post or delivering by hand or through facsimile transmission. The notice or demand to be served on the Party should be served at its address below, facsimile number given below or at such other address or number as each Party may from time to time not in writing to the other Party here to decide.
- **This MoU** has been executed in two original copies of which the parties have taken one each.
- **Witness whereof,** the parties have agreed to the above terms and conditions and offered signatures herein:

Dr. Ashima Gakhar

Principal

Dyal Singh College,

Karnal

Dyal Singh College

KARNAL

Dr. Amit Joshi

Authorised Signatory

School of Employability,

Yamunanagar.