

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**Institute of Engineering & Management,
JAIPUR**

&

KREETI TECHNOLOGIES PRIVATE LIMITED

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 30th day of January Two Thousand Nineteen (30/01/2019),

BETWEEN

Institute of Engineering & Management, Jaipur, NH-11, Udaipuria Mod, Jaipur Sikar Highway, Jaipur-303807, Rajasthan, the First Party represented herein by its **Director, Prof. (Dr.) Pradeep Kumar Sharma** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Kreeti Technologies Private Limited, 1408, Godrej Genesis, EP Block, Sector V, Salt Lake City, Kolkata- 700091, West Bengal, the Second Party, and represented herein by **Manish Sahu, Vice President Operations**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

Institute of Engineering & Management, Jaipur

For Institute of Engineering and Management

Principal/Director



J. N. Singh

- 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 and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) The Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **web application and mobile application development** and related fields
- F) **Kreeti Technologies Private Limited**, the Second Party is promoted by **Mr. Surendra Singhi**.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

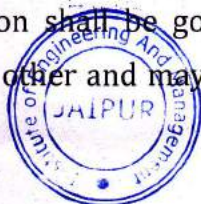
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 First Party and Second Party will co-operate to facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.2 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and may as is reasonably practical,

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enter into relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1** The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design:** Second Party may help by giving inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party may 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. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- 2.4 Internships and Placement of Students:** Second Party may engage to help the delivery of the Internship (if applicable) and placement of students

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Principal/Director



J. N. Singh



(only those students who get selected in the recruitment drive conducted by second party) of the First Party into internships/jobs,

- 2.5 Skill Development Programs:** Second Party may train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures:** Second Party may extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs:** Second Party may train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8** Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.9** There is no financial commitment **other than traveling expenses** on the part of the **University of Engineering & Management, Jaipur, the First Party** to take up on any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.
- 2.10 Travelling Expenses:** The cost of travelling expenses of the said training programme or any other activities mentioned in this MOU has to be borne by the **First Party (University of Engineering & Management, Jaipur)**.

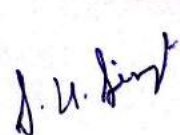
CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1** Nothing contained in this MOU shall, by express grant, implication, or otherwise, create in either Party any right, title, interest, or license in or to

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Principal/Director






the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

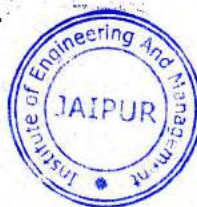
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 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. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

For Institute of Engineering And Management

Principal/Director



Second Party



Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Kolkata Jurisdiction. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Kolkata**.

AGREED:

For **Institute of Engineering & Management, Jaipur**

For Institute of Engineering And Management

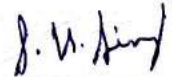


Principal/Director

Authorized Signatory



For **Kreeti Technologies Private Limited**




Authorized Signatory

Institute of Engineering & Management, Jaipur	Kreeti Technologies Private Limited
NH-11, Udaipuria Mod, Jaipur Sikar Highway, Jaipur-303807, Rajasthan	1408, Godrej Genesis, EP Block, Sector V, Salt Lake City, Kolkata- 700091, West Bengal
Dr. Pradeep Kumar Sharma, Director 9351368266 Pradeepk.sharma@uem.edu.in	Mr. Manish Sahu, Vice President Operations hr@kreeti.com
Web: uem.edu.in	Web: Kreeti.com

Witness1: **RAJA SARKAR**
PLACEMENT OFFICER
9830539001
Raja Sarkar.

Witness2:
Suman Ghose
Manager(IT).

Witness3:
SACHIN PANDEY
PLACEMENT OFFICER
9831883131



Witness4:
Chandana Chakraborty
HR Executive