

Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made as of 2nd February 2018

Between;

SQUAD Infotech Pvt. Ltd., Pvt. Ltd., a company incorporated in India and having its office at 'Nerul ,C-209,2nd Floor, Railway Station Complex, Nerul East Navi Mumbai, Sector – 10-A, Navi Mumbai Pin code- 400706 Maharashtra, India (hereinafter called "**SQUAD Infotech Pvt. Ltd.**," which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **FIRST PART**.

SQUAD Infotech Pvt. Ltd.,

And


NCRD's Sterling Institute of Management Studies Nerul, Navi Mumbai of the **SECOND PART INSTITUTE** and **SQUAD Infotech Pvt. Ltd.**, are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**"

Terms and Conditions:

1. Nature of Collaboration:

- This MoU is for collaboration between the parties for mutual benefit for the purpose of providing high end **IT training / workshops** to the students of the **INSTITUTE**, in order to enhance the quality of the educational experience for students.
- This MoU shall be valid for three (3) year from the effective date and can be extended further for such period and on such terms and conditions as may be agreed between the parties.


IQAC Coordinator


Director
NCRD'S STERLING INSTITUTE OF MANAGEMENT STUDIES
Plot No.93, Sector-19, Nerul(E),
Near Seawoods Darave Rty. Stn.,
Navi Mumbai - 400706,
Tel : 27702282 / 27722290

- Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations.
- Both parties shall appoint one person as one point of contact for smooth execution of this MoU.

2. SQUAD Infotech Pvt. Ltd., shall provide:


- **IT Training / Workshop** to the students of “**INSTITUTE**” under “**GEMS**” (Global Employability Matrix by SQUAD) for such courses as may be mutually agreed between the parties. Such training shall be conducted in the “**INSTITUTE**” or at our are Training Centre as per mutual understanding.
- The Training / Workshop shall be conducted as per the timing allotted by the “**INSTITUTE**” or as per mutual understanding.

Following Training/ Workshop shall be conducted:

- 1) **Awareness and Career Guidance Sessions on Technical and Non-Technical fields shall be provided.**
- 2) **Hands on Training and Workshops on:-**
 - a) Web Drive
 - b) Core Java and Advance Java.
 - c) .Net (Website designing).
- 3) **To provide Assistance, Motivation & Counseling to the “INSTITUTE” Students to appear for various International Certification Examinations.**
- 4) **Campus Preparation Program and Job Fair under Placement Activity by SQUAD.**

- Trainers/faculties for effective execution of high end training programs.


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- To provide assistance in arranging various technology seminars, workshops, high technology training programs for few hours / multiple days, by charging appropriate amount of fees as may be decided mutually from time to time.

3. INSTITUTE Shall Provide:

- Necessary infrastructure including classroom, computers with necessary **Software & hardware configuration, Internet, Projector, Mike** and such other facilities as may be required for the purpose of attainment of objective/purpose as stated above.

4. Mutual Obligations:


- This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
- Nothing contained in this MoU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between SQUAD Infotech Pvt. Ltd., and the "INSTITUTE". Either party is not authorized to make any representation, contract, or commitment on behalf of the other party without the prior written consent of other party.

5. Limitations and Warranties:

- Each party shall ensure that the other is not put to any liability for any act of the respective party under this MoU.
- Each party represents that they have full power and authority to enter into this MoU in general.

6. Revenue Sharing


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SQUAD Infotech Pvt. Ltd., and **INSTITUTE** shall share the revenue based on Agreement done for various courses as per **Institute** needs and demand.

7. General:

- Both the parties may receive information proprietary to other party (the “Confidential Information”) in the course of performance of their obligations under this MoU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party’s possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two parties understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a “need to know” the same for the effective implementation of this MoU and that it will only be used by the parties for the benefit of others.
- Both the parties understand and agrees that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MoU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.
- Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
- Both the parties agree that ‘**SQUAD Infotech Pvt. Ltd.**,’ is not bound on account of this MoU to recruit any fixed number of students from the “**INSTITUTE**”.
- Each party shall be at liberty to terminate this MoU with a written notice period of **One (1) month** to the other party without any compensation and seeking legal


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redress. In the event of termination, each Party shall be required to pay forthwith any outstanding payments due to the other party and also complete all ongoing training programs.

8. Arbitration:

- Any and all disputes or differences between SQUAD Infotech Pvt. Ltd., and "INSTITUTE" arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation.
- Any dispute or difference arising out of or in connection with this MoU, which cannot be amicably settled within 30 (thirty) days, shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators, one arbitrator each being appointed by the SQUAD Infotech Pvt. Ltd., and "INSTITUTE" and the third arbitrator being appointed in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be at Mumbai.
- Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

9. Jurisdiction:

The parties agree that the exclusive remedy here under with regard to any claims, disputes, or other matters in question between the parties arising from this agreement shall cover only under Mumbai Jurisdiction.

It is further agreed that in case there is dispute, the parties will pursue Arbitration first and then if found necessary will opt for court proceedings.

10. Non-solicitation of Staff

Anita
IQAC Coordinator

Swaraj
Director
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During the term of this MoU and for a period of One (1) year after the expiration or sooner determination of this MoU, neither Party shall, either directly or indirectly and without the prior written consent of the other Party, (i) recruit, employ, hire or engage as an employee or consultant or contractor any employee of the other Party; or (ii) solicit, induce, entice or in any way encourage any of the employees or consultants or contractors of the other Party to terminate his relationship with the other Party.

11. Indemnification

Both the Parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and reasonable attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

12. Modification

No amendment, modification or waiver of any provisions of this MoU shall be effective unless the same is in writing and signed or executed by both the Parties.

IN WITNESS WHEREOF, each of the Parties hereto has caused this MoU to be executed by its duly authorized representative on the day first here in above written.

For SQUAD Infotech Pvt. Ltd.,
For SQUAD INFOTECH PVT. LTD.



Director

Mr. Maneesh Jha
(Director)

For NCRD's Sterling Institute
of Management Studies Nerul



Dr. Prashant Gundawar
Director-SIMS



Witness:

1.

2.



IQAC Coordinator



Director
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