

KRT Arts, BH Commerce & AM Science (KTHM) College
and
Cognifront, Nashik

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made this 30 day of June 2020 (“**Effective Date**’)

BETWEEN:

- (1) **KRT Arts, BH Commerce & AM Science (KTHM) College**, Shivaji Nagar, Gangapur Road, Nashik, a educational institute affiliated to Savitribai Phule Pune University working at Nashik District of Maharashtra, India,422002. (Herein after referred as “KTHM College” (**Party –I**) which expression shall, where the context so permits, shall include its successors in title and permitted assigns)
- (2) **Company Name : Cognifront** based in Maharashtra with its registered office at Nashik, Maharashtra – Uma Apartments, Opp. Ved Mandir, Off Trimbak Road, Nashik 422002. Maharashtra, India. (hereinafter referred to as “Cognifront”(Party –II) which expression shall, where the context so permits, shall include its successors in title and permitted assigns)
- (3) The aforesaid institutions are here in after referred as party I & party II.

KTHM College and **COGNIFRONT** shall hereinafter together be referred to as the “**Parties**” and the term “**Party**” shall be construed accordingly.

- A** KTHM College is well known higher educational institution in Nashik district established in 1969 and enjoy the privilege of being KTHM K.R.T. Arts, B.H. Commerce and A.M. Science College, Nashik (popularly known as KTHM College) established in 1969 and enjoys the privilege of being one of the best colleges affiliated to Savitribai Phule Pune University with consistently outstanding performance record. The college is spread majestically in 37 acres and is situated on the bank of river Godavari in a serene atmosphere which is ideally suited for the pursuit of Higher Education and Research.
- B** COGNIFRONT is the leading Software Company in Maharashtra India and has developed software, hardware products for the industries. It has also developed eLearning Content for Engineering Colleges and IITs in India. It specializes in Artificial Intelligence, Machine Learning, Internet of Things, Virtual Reality and Design of software and electronics products. BOSCH and CEAT are its major clients.
- C** The parties are desirous of entering into this Memorandum of Understanding (**MOU**) to facilitate implementation of the partnership and for related purposes upon the terms and conditions hereinafter contained.

OBJECTIVES OF MOU

- To promote academic and professional interest between party I & party II for skilled based course.
- To provide advice for implementation of skilled education in party I.
- To promote job-oriented & skill based educational activities between two parties.
- To provide credits for practical work, apprenticeship on the job training & project work.
- To provide necessary work skills including soft, communication and ICT etc.
- To fill the gap in the domain skills QPs and NOSs.
- To provide for Recognition of Prior Learning framework for job roles by both party.
- To maintain Labor Market Information for the interest of Students.
- To development and aggregate curriculum, content and learning materials for skills development in different sectors.
- To create skilled work force for the requirements of workplace.
- To provide placement opportunities to skillful students.
- To improve the skilled human competencies among students.

NOW IT IS AGREED as follows:

1 MUTUAL COOPERATION

The partnership will be conducted in a spirit of mutual benefits and fairness and the parties agree that they will use their utmost goodwill and reasonable efforts to fulfill their respective obligations set out herein.

2 AREAS OF COLLABORATION

Both Parties will collaborate in the following areas:-

- 2.1 Party I will design course / curriculum with the help of Party II as per the requirement of Party II.
- 2.2 Party I will update the curriculum as per need periodically in consultation with Party II.
- 2.3 Party II will assist in improvement of skill designed of teaching to Party I.
- 2.4 Both Parties will coordinate to organize necessary workshops, conferences & personality development programmes either on the site of Party I or Party II.
- 2.5 Party II will help Party I to conduct training of the students admitted for the course by experts in the field.
- 2.6 Both the parties will jointly supervise the programme.
- 2.7 Party I will create skilled manpower for the requirements of Party II.
- 2.8 Party II will coordinate with the Party I for the skill develop in the specialized area.
- 2.9 Both parties will be committed on recruiting students.

3 TERMS & CONDITIONS

Both Parties will have to follow below mentioned terms & conditions:-

- 3.1 The cost of development of infrastructure, procuring equipment and renovation of building will be borne by Party I.
- 3.2 The space or housing the center will be provided by Party I.
- 3.3 The appointment of Faculty and Guest / Visiting / Part-time faculty will be done by Party I with the assistant of Party II to impart skills, but Party I will be provide the salary.
- 3.4 The Party I will also appoint technical assistant and multi-tasking staff on the contract basis for the smooth functioning of the course.
- 3.5 Party I will provide adequate laboratory / workshop facilities for face to face delivery of skills and hands on practice for Students.
- 3.6 Party II will arrange training partners wherever required for imparting necessary skills to students either at site of Party I or Party II.
- 3.7 The cost of organization of workshop, training, conferences will be borne by Party I.
- 3.8 The cost of the operative system including transportation, field visit, preparation material, rough material for training , internship, web creation, hiring services, meeting etc., will be borne by Party I.
- 3.9 Party I will be responsible for time bound achievement of the completion of syllabus and for its progress, monitor periodically.
- 3.10 The admission of students will be done by Party I.
- 3.11 Responsibility of teaching syllabus will be taken up by Party I.
- 3.12 Party I will conduct examination, evaluation of the students and declare result.
- 3.13 Party II will provide the space for internship / field work of the students.
- 3.14 This MOU may be amended, renewed & terminated by mutual written agreement.

4 PAYMENT

Any monetary considerations/claims KTHM should coordinate with COGNIFRONT only.

5 DURATION AND TERMINATION

- 5.1 This MOU is effective upon the date it is executed by the duly authorized representatives of the parties to this MOU, for a term of six years (72) months and shall terminate upon completion of the agreed upon term.
- 5.2 Each Partner shall have the right to terminate this Agreement at any time if it determines that in its opinion, reasonably held, the other Partner has failed to honour its obligations arising from this MOU in a material manner, subject to giving notice of one month in writing to the other party of its intention to do so.

6 CONFIDENTIALITY

Except as required by law, each Party is obliged not to disclose any confidential or proprietary information concerning the other Party, its partner entities and its activities so that the interests of each Party will not be damaged. Confidential information consists of all information that is not, otherwise, readily available to the public.

7 GENERAL PROVISIONS

- 7.1 This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:
 - a no reliance shall be placed on it;
 - b it does not constitute a binding obligation on either Party;
 - c all negotiations and arrangements between the Partners shall remain subject to final contract;
 - d it creates no rights in favour of either Party; and for the avoidance of doubt and without limiting the above in any way, this MOU imposes no commitment on either Party to proceed with an agreement.
- 7.2 The parties shall at all times remain independent and separate legally, organizationally and financially.
- 7.3 Either party shall be responsible for its own costs and expense incurred as a result of entering into or carrying forward of MOU.
- 7.4 This MOU shall not be capable of transfer or assignment.
- 7.5 The time limits set down in this MOU may from time to time be extended upon the reasonable request of either party thereto and upon the mutual consent in writing of both parties provided that such consent shall not be unreasonably withheld.
- 7.6 Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated in writing, and effective when executed and signed by all parties to this MOU.
- 7.7 This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- 7.8 Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue to be in full force and effect, and either party may renegotiate the terms affected by the severance.
- 7.9 The construction, validity and performance of this MOU shall be governed in all respects by Indian law.

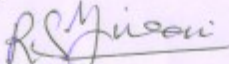
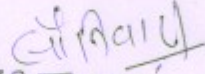
8 NOTICES

The Parties select as their respective addresses, the addresses set out below for all purposes arising out of or in connection with this MOU at which addresses only all processes and notices arising out of or in connection with this MOU may validly be served upon or delivered by the Parties.

KTHM College: Shivaji Nagar, Gangapur Road, Nashik , Maharashtra, India. 422002

COGNIFRONT : Uma Apartments, Opp. Ved Mandir, Off Trimbak Road, Nashik, Maharashtra, India-422002

IN WITNESS WHEREOF this Agreement has been duly executed by or on behalf of the Parties

Signed by the duly authorised representative of KTHM College Signature: Name: Designation:	Signed by the duly authorised representative of COGNIFRONT Signature:  Name: Dr R S Tiwari Designation: Technical Director
in the presence of:- Witness's signature Witness's Name:	in the presence of: Witness's signature  Witness's Name: P R Tiwari

Cognifront

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