MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

GOUTHAMI INSTITUTE OF TECHNOLOGY AND MANAGEMENT FOR WOMEN

&

NAVICA COMMUNICATIONS PVT. LTD

FOR

ACADEMIC PROJECT, SKILL DEVELOPMENT,
PLACEMENT AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this on the **8**TH **DAY OF FEBRUARY** Two Thousand and Nineteen **(08-02-2019)**, by and between

GOUTHAMI INSTITUTE OF TECHNOLOGY AND MANAGEMENT FOR WOMEN PEDDASETTIPALLI, PRODDUTUR, KADAPA ANDHRA PRADESH 516360, THE FIRST PARTY represented herein by its **PRINCIPAL** (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

NAVICA COMMUNICATIONS PVT. LTD CORPORATE OFFICE @ 5-9-157 SHOP NO 21,22 SECOND FLR GMR AND GS COMPLEX SIKHWADI NAIMNAGAR HANAMKONDA WARANGAL WARANGAL TG 506001, BRANCH OFFICE @ H.NO. 64/3RT, 1st Floor, Opp Exide Batteries, Near Community Hall, SR Nagar, Hyderabad, Telangana 500038, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, MANOJ KUMAR MYAKALA, MANAGING DIRECTOR, (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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named: GOUTHAMI
 INSTITUTE OF TECHNOLOGY AND MANAGEMENT FOR
 WOMEN
- 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 Project Development, Skill Based Training, Education and Research.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

COMMUNICATIONS PVT. LTD, the Second Party is engaged

in Manufacturing, Skill Development, Education and R&D Services in the fields of – *software, hardware training and development center - -* and relatedfields

MANOJ KUMAR MYAKALA, H.NO. 64/3RT, 1st Floor, Opp Exide Batteries, NEAR COMMUNITY HALL, SR NAGAR, HYDERABAD, TELANGANA 500038. NAVICA COMMUNICATIONS PVT LTD started in the year of 2015 with a moto of train the students according to industry standards in various categories. NAVICA COMMUNICATIONS PVT LTD is focused to build a bridge between colleges and corporate companies by providing required skills in IT and electronics industry with quality training. This helps the students to get the right placement for IT and Electronics industry and better trained resources, for the One who will be more productive from Day One. NAVICA COMMUNICATIONS PVT LTD team forms with academic and industry experience. The course structure has been designed by the Industry persons and enlightens the training programmes with live projects such enabling and enhancing student's employability. NAVICA COMMUNICATIONS PVT LTD is, therefore, poised and committed to deliver high end programs with right blend of skills, knowledge and expertise.

NAVICA COMMUNICATIONS PVT LTD is envisaged as a single point technical solution center to address the requirements of the industry by training our engineering students in latest and relevant technologies. As our center has close relations with the industry, we wish to help the students in shaping their future.

NAVICA COMMUNICATIONS PVT LTD provides an alternative learning platform, using a unique learning methodology of live online interactive courses along with 24x7 live support. NAVICA COMMUNICATIONS PVT LTD provides practical experience with vast number of programmes which relates to the present industry needs. NAVICA COMMUNICATIONS PVT LTD provides internships in various categories to the students across the globe by providing training and developing the new innovations.

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

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and wings the Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all 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 Industrial Training: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries. 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. The First Party will provide its Labs / Workshops for the hands-on training of the learners enrolled with the First Party.
- 2.3 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.4 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and **Notice** equirements.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into

- internships/jobs and will facilitate placements for at least 70 % of the students. The Second Party will itself absorb at least 20 percentage of the trained students.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.7 There is no financial commitment on the part of the **GOUTHAMI INSTITUTE OF TECHNOLOGY AND MANAGEMENT FOR WOMEN**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to 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 on mutually agreed terms, during which period NAVICA COMMUNICATIONS PVT LTD, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of NAVICA COMMUNICATIONS PVT LTD, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 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

AND MANAGEMENT FOR WOMEN and NAVICA COMMUNICATIONS
PVT LTD 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.

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 Warangal. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Telangana**.

AGREED:

For GOUTHAMI INSTITUTE OF TECHNOLOGY AND MANAGEMENT FOR WOMEN

Authorized Signatory

For MAYICA COMMUNICATIONS PVT LTD

Authorized Signatory

GOUTHAMI INSTITUTE OF TECHNOLOGY AND MANAGEMENT FOR WOMEN	NAVICA COMMUNICATIONS PVT LTD
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