

# MEMORANDUM OF UNDERSTANDING (MOU)

Between  
**GYANTEERTH**  
And

## International Institute of Information Technology (I<sup>2</sup>IT), Pune

This Memorandum of Understanding (MOU) is made and entered into on 1<sup>st</sup> Jan 2017, at Pune, BY AND BETWEEN, **GYANTEERTH**, a company having its registered office at B-203 Sai Shree Society, Behind Swaraj Garden, Pimple Saudagar, Pune, Maharashtra-411027, (hereinafter referred to as **GYANTEERTH**) which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns; **International Institute of Information Technology** (referred to as **I<sup>2</sup>IT**), P-14, Rajiv Gandhi Infotech Park, Phase-1, Hinjawadi, Pune-411057 (hereinafter, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

**GYANTEERTH** and the **I<sup>2</sup>IT** are hereinafter referred collectively as "Parties" and individually as "Party".

### About : **GYANTEERTH**

**GYANTEERTH** symbolizes the epitome of a desire to excel and systematize operations in an industry characterized by serious lack of structure and systems. **GYANTEERTH** current area of operations encompasses training students for Campus Placement Training (Aptitude and Soft skills) according to various corporates. Other than this, we also provide Corporate Training in various companies. After brainstorming with individuals from the leading corporates & faculty, we realized the present loopholes in this unstructured segment of training and then with our rich experience and rigorous research work, we have designed a training module to enable the students to crack aptitude and interaction round (GD/PI) with ease & can finally realize their and our dream of getting the right job. Hence, **GYANTEERTH** was established on the 28<sup>th</sup> of May 2010 in Pune. We have trained more than 10,000 students so far with excellent placement results.

### About: **International Institute of Information Technology (I<sup>2</sup>IT)**

International Institute of Information Technology (I<sup>2</sup>IT) having its registered office at P-14, Rajiv Gandhi Infotech Park, Phase-I, Hinjawadi, Pune-411057 represented by Dr. Vaishali V. Patil, Principal which expression shall unless repugnant to the context, be to include its administrators successors and assignees is a premier educational institution located in the Infotech park in the knowledge city of Pune in India. The Institute is committed to grow on the path of delivering distinctive high quality education fostering research, creativity and discovery. The Institute is approved by AICTE, New Delhi, recognized by D.T.E., Govt. of Maharashtra and affiliated to Savitribai Phule Pune University (SPPU). Currently Institute

offers Bachelor of Engineering (B.E) courses in Electronics and Telecommunication, Computer Engineering and Information Technology.

### Objective of this MOU

To train the students on various areas related to placements like Quantitative, Aptitude, Logical Reasoning, Verbal Ability and Soft Skills.

### Scope of Work - GYANTEERTH

To train the students on Quantitative, Aptitude (Arithmetic and Algebra), Logical Reasoning (Verbal, Non Verbal and Analytical), Verbal Ability (Grammar, Vocabulary, Reading Comprehension), Soft Skills (Communication Skills, Group Discussion, Personal Interviews). GYANTEERTH agrees to provide training to the students at the I<sup>2</sup>IT premises, provided minimum 50 to 60 students are made available in each Batch.

### Scope of Work – International Institute of Information Technology(I<sup>2</sup>IT)

I<sup>2</sup>IT agrees to provide GYANTEERTH facilities such as classrooms & other required infrastructure, including but not limited to, projector, screen, Internet, Audio/visual facility, flip charts and markers to give training to the students. Institute shall provide all registered students of Second & Third Year of Electronics & Telecommunication, Computer Engineering & Information Technology for training starting from Jan 2017.

I<sup>2</sup>IT shall provide sufficient advance notice to GYANTEERTH regarding any examination dates, vacation or other holidays when classes will not happen. I<sup>2</sup>IT or any other person is not allowed to carry out any sort of video recordings of the training conducted by the GYANTEERTH at the I<sup>2</sup>IT premises.

1. The commercials will be as decided by the Parties as per their mutual understanding as per Exhibit-A mentioned below. All payments shall be made by DD/Cheque(s) in favour of "GYANTEERTH". Following will be the schedule of payments:

Schedule of Payments	Payment Amount
After completion 50% of session training	50% of the total amount on submission of Tax invoice
After completion 75% of session training	25% of the total amount on submission of Tax invoice
After Completion of all modules	25% of the total amount on submission of Tax invoice

2. All invoices shall be raised in favour of International Institute of Information Technology, Pune.
3. TDS will be deducted from the payments made, as applicable.

## Obligation of Work – GYANTEERTH

Either Party shall not use logos, trademarks, trade names or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party.

1. Either Party shall ensure that nothing is done or omitted to be done by them which may affect the reputation of other Party or its intellectual property.
2. The Parties hereto agree that they are independent contractors. Nothing contained herein shall construe either Party as an agent, legal representative, partner, subsidiary or employee of the other.
3. Each party shall be at liberty to terminate this MOU with a written notice period of 60 (sixty) days / (2) months to the other party without any compensation and seeking legal redress.
4. In case of termination of this MOU, GYANTEERTH agrees to fulfil their commitments towards the enrolled students and to complete the remaining training for the particular semester.
5. All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this MOU whether during its term or after expiry thereof or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to the sole arbitration of a mutually agreed person, whose decision and award shall be final and binding between the Parties. The venue of arbitration shall be Pune, Maharashtra.
6. Courts in Pune shall have exclusive jurisdiction to settle all disputes and differences arising out of this MOU, whether during its term or after expiry / earlier termination thereof.
7. 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 attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.
8. Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.
9. Each Party shall bear its own legal, and other costs, charges and expenses connected with the negotiation, preparation and execution of this MOU or any other agreement incidental to or referred to in this MOU.
10. This MOU may not be amended or modified except by an instrument in writing signed only by the authorised signatories on behalf of both the Parties. In witness whereof, both Parties put their hardseal on the day, month and year herein mentioned.

11. Profiles of all the concerned faculty in terms of their qualifications and experience shall be provided by GYANTEERTH and shall be agreed upon by I<sup>2</sup>IT prior to start of training for a particular semester.
12. GYANTEERTH should not depute faculty other than the ones approved by I<sup>2</sup>IT.
13. Professional ethics, code of conduct and disciplinary approach shall be maintained by GYANTEERTH faculty towards students at all the times. Any misbehaviour by GYANTEERTH faculty shall attract immediate replacement of the concerned trainer.
14. Separate attendance register will be maintained by I<sup>2</sup>IT and faculty from GYANTEERTH will have to sign the register after completion of each session.
15. Faculty from GYANTEERTH may be evaluated by senior faculty from I<sup>2</sup>IT in terms of delivery and contents of the sessions. Appropriate written feedback will be provided to GYANTEERTH in case of improvement required. GYANTEERTH will take necessary steps to ensure that corrective actions are taken.
16. GYANTEERTH faculty will also be evaluated by students by way of "online" feedback mechanism and minimum expected feedback is 7 (on a scale of 10).
17. Both the Parties may address the issue of providing joint participation / completion certificates to the enrolled students after successful completion of the program, if demanded by large no. of students.

#### **Obligation of Work – International Institute of Information Technology (I<sup>2</sup>IT)**

1. I<sup>2</sup>IT may receive information proprietary to 'GYANTEERTH' and vice versa (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 I<sup>2</sup>IT/GYANTEERTH from third Parties without accompanying secrecy obligations; (c) is already in I<sup>2</sup>IT / GYANTEERTH possession and was lawfully received from sources other than GYANTEERTH and Institute or (d) is independently developed by Institute/GYANTEERTH.
2. 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 I<sup>2</sup>IT/GYANTEERTH for the benefit of others.
3. All information or correspondence including information shared with or exchanged by GYANTEERTH or the I<sup>2</sup>IT or any of its employees, agents, officers, directors and contractors in connection with this MOU including all training materials, training content & methodologies, classroom & trainer notes, assessment tests etc. will be the sole and absolute property of GYANTEERTH including intellectual property and proprietary rights.
4. Either Party shall not use logos, trademarks, trade name or intellectual property of other Party for any other purpose as enshrined under this MOU without prior

written approval from other Party. I<sup>2</sup>IT agrees and confirms that during the term of this engagement and for a minimum period of twelve (12) months after termination or expiration for any reason of this agreement, shall not engage, directly or indirectly, or assist any other party in hiring any person employed or hired as an employee by GYANTEERTH, who is directly or indirectly associated with the project. Both the Parties agree that 'GYANTEERTH' is not obliged on account of this MOU to recruit, deploy or place any fixed number of students from I<sup>2</sup>IT.

**Contact Persons :**

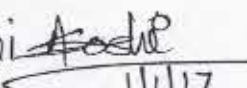
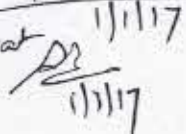
For GYANTEERTH	For International Institute of Information Technology
Name: Mr. Vikrant Sukhtankar  (vikrant_2484@yahoo.co.in)	Name : Mr. Ninad Shinde  (ninads@isquareit.edu.in)
Designation :- Director	Designation:- Training & Placement Officer


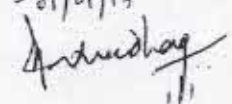
**Authorized Signatory :**

For GYANTEERTH	For International Institute of Information Technology
Name: Mr. Vikrant Sukhtankar  (Authorized Signatory)	Name : Dr. Vaishali V. Patil  (Authorized Signatory)
Designation :- Director	Designation:- Principal

Witness:

Witness:

1. Aniket S. Joshi 
2. Swapnil Kharobayat 

1. Prof. Ravindra Joshi 
2. ADESH PARWARATHAN 

**EXHIBIT -A**

**Module I - 4<sup>th</sup> Semester**

• English Language - Grammar, Punctuation, Vocabulary	10 Hrs
• Interpersonal Skills, Verbal & Non Verbal Communication	10Hrs
• Basic Arithmetic - Average, Percentage & Ratios	10Hrs
• Practice & Assessment Sessions	10 Hrs
<b>TOTAL</b>	<b>40 Hrs.</b>

**Cost to Student: - INR 750 per student (Including set of study material + online practice tests + Govt. taxes as applicable)**

**Module II - 5<sup>th</sup> Semester**

• Quantitative Ability - Arithmetic	15Hrs
• Logical Reasoning - Verbal	
• Logical Reasoning - Analytical & Data Interpretation	10Hrs
• Test & Analysis	5Hrs
<b>TOTAL</b>	<b>40 Hrs.</b>

**Cost to Student: - INR 750 per student (Including set of study material + online practice tests + Govt. taxes as applicable)**

**Module III - 6<sup>th</sup> Semester**

• Quantitative Ability - Algebra	10Hrs
• Logical Reasoning - Non Verbal	10Hrs
• Verbal Ability - Reading Comprehension & Para jumbles	10Hrs
• GD & PI	10Hrs
<b>TOTAL</b>	<b>40 Hrs.</b>

**Cost to Student: - INR 750 per student ( Including set of study material + online practice tests + Govt. taxes as applicable )**

**Module IV - 7<sup>th</sup> Semester**

• Company specific workshop	10Hrs
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**Cost to Student: - Free of cost to all registered students**

Module II - 6<sup>th</sup> Semester (2018 pass outs)

• Quantitative Ability - Arithmetic	15Hrs
• Logical Reasoning - Verbal	10Hrs
• Logical Reasoning - Analytical & Data Interpretation	10Hrs
• Test & Analysis	5Hrs
<b>TOTAL</b>	<b>40 Hrs.</b>

Cost to Student: - INR 750 per student (Including set of study material + online practice tests + Govt. taxes as applicable)

Module III - 7<sup>th</sup> Semester (2018 passouts)

• Quantitative Ability - Algebra & Arithmetic (Advanced)	15Hrs
• Logical Reasoning - Non Verbal	05Hrs
• Verbal Ability - Reading Comprehension & Para jumbles	05Hrs
• GD & PI	05Hrs
<b>TOTAL</b>	<b>30 Hrs.</b>

Cost to Student: - INR 500/- per student (Crash course including set of study material + online practice tests + Govt. taxes as applicable)

Module IV - 7<sup>th</sup> Semester (2018 passouts)

• Company specific workshop	10Hrs
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Cost to Student: - Free of cost to all registered students