

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding [MOU] is made between

**SIDDHARTHA INSTITUTE OF TECHNOLOGY AND SCIENCES**

**AND**

**CAREER EDU GROUP**

**Siddhartha Institute of Technology and Sciences** and **Career Edu Group**, hereinafter individually referred to as "PARTY" and collectively referred to as "PARTIES"

### **Terms and Conditions:**

[1] **Duration:** This MOU shall be valid for two years from August 2023 and thereafter it may be renewed on mutually agreed terms.

[2] **Purpose:** This MOU is for the collaboration between the parties for mutual Benefit.

### **Where Career Edu Group will provide**

First introductory session will be initiated by giving brief information about the various career prospects available for the students in abroad just to create the urge among the student to go overseas for higher education. Along with financial assistance options which are available for the students.

[i] Expert talks/ informative seminars/ counseling sessions/ guest lecturers to the Faculty members and students about:

- a) Education opportunities abroad in different countries
- b) Process for applying to universities/ abroad colleges
- c) Information about requisite standardized tests

[ii] GRE/ IELTS/ TOEFL /PTE workshops for the students and faculty members.

Informative/ counseling sessions by delegates of foreign universities subject to their availability in Siddhartha Institute of Technology and Sciences.

[iii] Informative/ counseling sessions/ workshops by executives.

Interactive sessions with students and faculty members regarding students' life abroad by our alumni subject to their approval and availability in Siddhartha Institute of Technology and Sciences

[iv] Literature such as posters, banners, pamphlets, leaflets, etc for conveying relevant information

These activities would be conducted either through separate sessions for respective departments or through combined/ common sessions for all departments depending on the strength/ attendance of the participants and as mutually decided upon.

And

**Party -1 may provide**

[i] Permissions and cooperation in such areas as may be mutually agreed between the parties, more particularly described in this agreement.

[ii] Counseling Desk at Party 1 place weekly or monthly during the tenure.

[iii] Student files will be collected and processed as per the policy.

[iv] Seminar hall(s)/ counseling room(s)/ classroom(s) for conducting of the activities.

[v] Facilities Accessories for conduct of the seminars/ sessions/ workshops.

[vi] Notice board(s)/ suitable space for display of literature such as posters, banners, etc.

**[3] Mutual Obligations:**

[i] Both the parties shall appoint one person as one point of contact for the smooth execution of MOU.

[ii] This collaboration shall not be exclusive to both the parties and shall not disallow each party from having similar collaboration with others. Except as stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.

[iii] Each party shall respect the other's Intellectual Property.

[iv] Nothing contained in this MOU shall be constructed as resulting in the creation of a relationship of both Party -1 and Management of Career Edu Group.

Party -1 and Career Edu Group are not authorized to make any representation, contract or commitment on behalf of the Career Edu Group and Party -1 without the prior written consent of the other party.

**[4] Warranties:**

[i] Each party shall ensure that the other party is not to put to any liability for any act of respective party under this MOU.

[ii] Sponsorship to Party 1 events by Career Edu Group will be done time to time based on priority and discussion with acceptance of both the parties

[iii] Each party represents that they have full power and authority to enter this MOU in general.

**[5] Commercials:**

[i] Party -1 and Career Edu Group will design programs on mutual understanding and decide upon fees, if any, to be charged to the students.

**[6] General:**

[i] Both the parties may receive exclusive information to other party [The "Confidential Information" in the course of performance of their obligations under this MOU. Confidential information is not to meant to include any information which is

[a] Publically available

[b] Is rightfully received by the parties from the third parties without confidential obligations

[c] Is already in the party's possession and was lawfully received from sources other than the parties

d] Is independently developed by the parties.

[ii] The two bodies understand and acknowledge that the confidential information is valuable and confidential and agrees that it will all the times be kept in trust, to be disclosed to only such persons as have a "need to know" the same for effective implementation of this MOU and that it will only be used by the parties for the benefit of the others.

[iii] Both the parties understand and agrees that all written or all noticeable area and documentation developed and procured by the other party in performing its obligations under this MOU, whether in printed or in electronic for, belongs to the other party.

[iv] Both the 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.

[v] Each party shall be at the liberty to terminate this MOU with a written notice period of three months to the other party without any compensation.

Any and all the disputes or differences between Siddhartha Institute of Technology and Sciences

[vi] and Career Edu Group arising out of or in the connection with this MOU or its performance shall, so far as it is possible, be settled by negotiations between the parties amicably through consultation and understanding.

**[7] Indemnification:**

[i] Both the parties shall guarantee and hold each other harmless from and against any claim, loss, liability, or expenses, including, but not limited to damages, patent and trademark infringement, costs.

[ii] In witness thereof, both the parties put their hard seal on the day, month and year herein mentioned.

IN WITNESS WHEREOFF, to show their assent, the duly authorized representative of the parties here to have signed the Agreement and set their seals as below

Authorized Representative of **Siddhartha Institute of Technology and Sciences**

Signature.....

Date: .....

Name: Designation:

Authorized Representative of **Career Edu Group**

Signature.....

Date: .....

Name: Designation: Director