

NIIT Limited

Registered Office:
Plot No 85, Sector 32,
Institutional Area,
Gurgaon 122 001,
(Haryana) India
Tel: +91 (124) 4293000
Fax: +91 (124) 4293333
Email: info@niit.com

CIN: L74899HR1981PLC107123

www.niit.com

Memorandum of Understanding

THIS Memorandum of Understanding (MOU) is entered at New Delhi on this 22nd day of June, 2023 and will be effective from 1st June, 2023.

BETWEEN

NIIT Ltd., a Company incorporated under the Companies Act 1956 having its Registered Office at Plot No. 85, Sector 32, Institutional Area, Gurgaon 122001 and having its office at 8, Balaji Estate, First Floor, Guru Ravi Das Marg, Kalkaji, Delhi-110019 (hereinafter referred to as "NIIT" which expression, unless repugnant to the context thereof shall include its affiliates, successors and assigns) on the ONE PART;

AND

Chaitanya Degree & PG College For Women, having its Registered Office/Campus at Chaitanya Nagar, Old Gajuwaka, Visakhapatnam, Andhra Pradesh – 530026 (Hereinafter called Education Institution" which expression shall include its successors and assigns) through its Principal, Dr. S. Chandra Maha Lakshmi, on the OTHER PART;

WHEREAS NIIT is inter alia engaged in the business of imparting training to enhance skills/knowledge/employability through digital mode and has a range of programs and courses, and other education-related services as per NIIT's curriculum; and

WHEREAS Education Institution - is established in 1996, under the administration of Sri Pooja Educational Society and affiliated with Andhra University. The Education Institution recognizes the benefits to be derived from the Program in regard to enhance skills/knowledge/employability; and

WHEREAS the Education Institution has assessed and verified itself and is accordingly desirous of facilitating certain skill development training from NIIT to the Students; and

WHEREAS the parties have agreed to provide its services upon the terms and conditions which is expedient to reduce into writing.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

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Principal
Chaitanya Degree & P.G. College for Women
Chaitanyanagar, Old Gajuwaka, Visakhapatnam-26.



1. Definition & Interpretation:

1.1 Definition

“MOU” means this Memorandum of Understanding together with any annexure, attachments, exhibits or schedules attached thereto;

“**Confidential Information**” means and includes all information of NIIT and its Affiliates and their agents or clients, including any commercial, financial, technical, trade secrets, know-how, inventions, techniques, processes, plans, designs, photographs, algorithms, training material, software programs, source code, schematic designs, business methods, Learners lists, contacts, sales and marketing plans and business information of NIIT or other information related to past, present and future research, development, business activities, products, and services of NIIT and its Affiliate and their agents or clients, list of debtors, secrets of business involved, etc., which is disclosed to the Education Institution (whether disclosed orally or in any other form whatsoever, including without limitation data, drawings, films, documents and computer-readable media etc.);

“**Effective Date**” shall mean is the date on which the MOU is executed between the Parties:

“**Force Majeure**” includes any act or event which wholly or partially prevents or delays the performance of obligations arising under this MOU (1) such act or event is not reasonably within the control of any Party (2) not caused by the fault or negligence of the Party claiming such Force Majeure, and provided that such act or event is in one or more of the following categories: acts of God like flood, lightning, earthquake, fire, explosion and change in law, civil unrest, strike, etc.

“**Intellectual Property**” and “**Intellectual Property Rights**” means and includes all trademarks, copyrights, designs, patents and all present, future Intellectual Property Rights in logo, Courseware, trade name, colour combination which may be acquired in the program of time during the currency of this MOU;

“**Student**” means the students either registered in a course or program with the Education Institution or the alumni of the Education Institution.

“**Learner**” means the Student who Enrol in a Course or Program offered by NIIT.

“**Courses**” means the Courses designed by NIIT with the objective to impart training on a particular skillset/ knowledge.

“**Program**” means the combination of Courses that leads to a predefined learning curve of the Learners so as to ensure to enhance the skills/knowledge/employability in the relevant industry as listed in Annexure 1 attached herewith.

“**Term**” means the total time prescribed and mutually agreed between the Parties for the purpose of this MOU is ~~3 years~~ (three Years);

1.2 Interpretation

In this MOU except to the extent that the context otherwise requires -

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- 1.2.1 Parties means and includes both NIIT and the Education Institution and "Party" mean and include NIIT or the Education Institution, as the context dictates.
- 1.2.2 Headings are for convenience only and will not affect interpretation;
- 1.2.3 Reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this MOU, unless the context otherwise provides;
- 1.2.4 Words denoting any gender include all genders;
- 1.2.5 Where a word or phrase is given a definite meaning in this MOU a part of speech or other grammatical form for that word or phrase has a corresponding meaning;

2. Co-operation

- 2.1 Both parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.
- 2.2 The co-operation between First Party and Second Party will facilitate the effective utilization of the intellectual properties of the First Party providing significant inputs to them and developing suitable teaching/ training systems, keeping in mind the needs of the Second Party

3. Scope:

This MOU is to spell out the possible ways in which the Educational Institution may associate with NIIT to facilitate the Learners access to the Programs and accordingly enhance their skillsets and employability. The Parties may engage in any of the following models:

- 3.1 Add-On: Under this model, the Programs shall be delivered in sync with the Educational Institution's academic structure so as to complement the educational framework of the Educational Institution and so that Educational Institution's own academic delivery and timelines are not prejudicially affected in any manner and are able to adhere to the learning effort requirements of the Program. Learners enrolled in the Educational Institution's degree program shall have to mandatorily complete the Program in order to enhance their skillsets while completing the degree program. Thus, the Programs will form additional learning and training on skillsets, without disturbing the existing curriculum structure being followed by the Educational Institution. Under this model, the fee is paid by the Educational Institution to NIIT on the terms as mutually agreed by the Parties in the Work Order issued by the Educational Institution.
- 3.2 Embedded: Under this model, the Program's curriculum is embedded in the degree program's curriculum of the Educational Institution. The embedded curriculum is delivered by the expert mentors of NIIT as also the assessment thereof is carried out by NIIT. Under this model, the fee is paid by the Educational Institution to NIIT on the terms as mutually agreed by the Parties in the Work Order issued by the Educational Institution.
- 3.3 Learner Pay: Under this model, the Educational Institution provides access to NIIT inside its campus to carry out different activities to inform and educate the Students on benefits of the Programs. The Students has the choice to enroll in a

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Program after undergoing the enrollment process and paying the fees directly to NIIT before commencement of the Program. This model is implemented by default with the execution of this MOU.

4. Obligations

4.1 NIIT shall:

For Employability enhancement or additional curriculum programs for Tech & Non-Tech learners:

- A. Work with Educational Institution to configure the curriculum as per the requirement.
- B. Create assessment
- C. Schedule delivery of the programs
- D. Deliver the program as per the schedule

For Job opportunity Assured or Job Assistance Programs for Tech & Non-Tech learners:

- A. Conduct career counseling/guidance workshops for the student.
- B. Evaluate/screen students on the skill set required for getting employment.
- C. Conduct seminars and webinars at Education Institution to make the students aware of various programs being offered by NIIT.

4.2 The Education Institution shall:

- A. Facilitate the NIIT team to conduct Seminars and Webinars regarding Job opportunity programs for interested students at their Institution premises.
- B. Facilitate the configuration of the programs for the enhancement of skills/knowledge/employability or additional programs.
- C. Facilitate the scheduling of the programs.
- D. Facilitate in providing the required infrastructure for delivery of the programs.

5. Consideration

The factum of Students enrolling in the Program and benefitting from the same constitute sufficient consideration for both the Parties in so far as engagement qua Clause 3.3 above, is concerned. The consideration and payment terms for remaining two models, as mentioned in Clauses 3.1 and 3.2 above, shall be as per the respective Work Orders issued by the Educational Institution to NIIT.

6. Mutual Covenants:

The Parties hereby covenant that:

This MOU is being entered only for the benefit of the Students. NIIT shall not be precluded in any manner to enroll a person, whether a Student or otherwise, who applies directly for admission in a course or program offered by NIIT to the public at large.

6.1 All Students who are interested to pursue the Programs must:

- a. Meet the necessary eligibility criteria as prescribed by NIIT. They need to apply for the Program online at www.niit.com like any other person who would have applied for enrolment in NIIT's programs and furnish all the necessary supporting documents.
- b. Complete the selection process by appearing in the various tests and personal interview as applicable.


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- c. Accept the terms and conditions as applicable for the Program they are applying for.
 - d. Comply with the terms and conditions and meet the academic requirements as laid by NIIT from time to time in order to continue in the Program.
 - e. Pay the complete requisite fee before the commencement of the program
- 6.2 The Educational Institution shall in no manner be a party in enforcing the rights and obligations of the Learners which shall be governed, as stated above, by the relevant terms and conditions attached to the respective Programs, prescribed by NIIT.
- 6.3 The parties shall not use or claim any right, title or interest of whatever description in each other's Intellectual Property Rights, technical know-how, technical information and reference material or Confidential Information.
- 6.4 The parties shall not adopt, register or use any mark deceptively similar to the trademarks of other.
- 6.5 The Parties shall not have any right, title or interest, howsoever and whatsoever in the Intellectual Property of each other.

7. CONFIDENTIALITY

7.1 Subject to just exceptions, the parties undertake to each other the following in respect of Confidential Information:

- (a) to treat Confidential Information as confidential, using the same degree of care as it uses for its own confidential information of like kind, but in no event less than reasonable care;
- (b) not to, without a party's prior written consent, communicate or disclose any Confidential Information to any person except only to those of its employee, on a reasonable and justified need to know basis.
- (c) not to otherwise use or circulate such Confidential Information within its own organisation except solely to the extent that the disclosing party may authorise in writing.
- (d) to effect and maintain adequate and appropriate security measures to safeguard such Confidential Information from unauthorised access, disclosure, use and misappropriation.

7.2 Confidential Information and any materials containing or based on such Confidential Information shall be deemed the property of the disclosing party. Nothing contained in this MOU or disclosure of the Confidential Information shall be construed as granting to or conferring on the receiving party any right, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information.

7.3 Upon request the receiving party shall promptly deliver all Confidential Information supplied by the disclosing party and all copies, work product or other derivatives thereof and destroy or erase any Confidential Information and any materials and documentation containing such Confidential Information, including all originals, copies, computer data files, word processing files, letters, or other computer storage files.

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forthwith. The receiving party shall certify in writing to the disclosing party that it has fully complied with its obligations under this Clause.

8. REPRESENTATIONS AND WARRANTIES:

Both Parties represent and warrant to each other as follows:

- A. The execution of this MOU, the consummation provided for herein and the fulfilment of the terms of this MOU by such Party shall not (i) result in the breach of any of the terms and provisions of, or constitute a default (after notice, or passage of time, or both) under, or conflict with, or any other MOU or instrument by which such Party is bound or (ii) violate any judgment, decree, order or award of any court, governmental body or arbitration or any applicable law, rule or regulation.
- B. Both Parties have the authority, representation and capacity to enter into this MOU and they have the necessary approval/ clearance/ license/ permission from their concerned authorities/persons.
- C. The Education Institution has to represent that it has all the necessary approvals for receiving the Service from NIIT and has further represented that there are no other approvals/ registrations/ permissions required by NIIT and /or the Education Institution for receiving the Service. The Education Institution further undertakes that it shall be fully responsible for securing all approvals of whatsoever nature, which may be required at any stage under the laws of India for receiving the Service at the Education Institution.


9. INDEMNITIES ETC.

- 9.1 Both the parties agree to defend, indemnify and save each other with respect to any claims, action, proceedings, loss or damage resulting from or arising out of any acts of omission of the indemnifying party in connection with this MOU or any breach of the terms & conditions of this MOU.
- 9.2 The parties shall be obliged to promptly intimate to each other regarding any activity which may amount to unlawful use of other's Trade Marks, Trade Names, Designs and Copyrights.
- 9.3 The Education Institution agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or breach of any Intellectual Property Rights or any breach of the provisions herein may result in an irreparable injury and damage to NIIT which cannot be adequately compensated in monetary terms. NIIT will have adequate remedy at law thereof, and that NIIT may in addition to all other remedies available to it at law or in equity, to obtain such Preliminary, Temporary or Permanent Mandatory Injunctions, Orders or Decrees as may be necessary to protect NIIT against, or on account of, any breach by the Education Institution of the provisions contained herein, and the Education Institution agrees to reimburse the reasonable legal fee and other costs incurred by NIIT enforcing the provisions of this MOU.

10. LIMITATION OF LAIBILITY

Neither Party shall be liable to each other in contract or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with this MOU.

11. TERM, TERMINATION AND RENEWAL


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11.1 Term and Termination

11.2 This MOU shall be valid for a period of (03) three years and shall be renewed for further periods at mutually agreed terms. Except in the event of a proven breach by NIIT of any term of this MOU, this MOU is not terminable and shall not be terminated by the Education Institution and shall run its full course.

11.3 Proven breach on the part of NIIT shall mean prolonged inaction by NIIT to remedy any core issue covered under this MOU and resulting in suspension of service to be provided by NIIT under this MOU continuously for a period of not less than 30 days. Provided that the Educational Institution shall send a written intimation about the said breach giving thirty days to NIIT to rectify the same.

11.4 Proven breach on the part of Education Institution shall mean prolonged inaction by the Educational Institution to remedy any core issue covered under this MOU and non-payment of dues under this MOU continuously for a period of not less than 30 days. Provided that NIIT shall send a written intimation about the said breach giving thirty days to the Education Institution to rectify the same.

11.5 The termination of this MOU by either party shall not be effective and applicable during continuance of any Program under this MOU and obligation of both the parties under this MOU shall continue for such period, which will permit all Learners attending a Program on the date of termination of this MOU to complete that Program. There will no refund of fees to learners or the second party under any circumstances.

11.6 Either party shall send a request for the renewal of this MOU at least 2 months before the end of the Term or both the Parties, at their discretion and subject to such conditions, as may be deemed fit, renew the MOU for such period as may be mutually agreed upon.

12. Publicity

12.1 Both the parties can issue any press release or public announcement with respect to this MOU, subject to the consent of the other party.

12.2 NIIT shall be allowed at all times to display the Brand and Logo of NIIT or its affiliates/partners at the Educational Institution premises.

12.3 NIIT shall always have a right to advertise its name along with this MOU without prejudice to the rights of the Education Institution at all time during and after the Term of this MOU.

12.4 During the term of the MOU, Education Institution will be entitled to use the name or logo of NIIT, in any publicity, advertising, or news release with the prior written approval of NIIT.

12.5 Either Party may freely disclose the existence of this MOU, in any of its publicity materials, public filings, or on its website or brochures, and for that purpose, shall have a limited license from the other Party to print/display/use that other Party's name/logo.

13. Miscellaneous

13.1 Notices

A. Any notice to be made under this MOU other than those mentioned in Clause 13.2 herein must be in writing and in English by using the respective addresses as shown in this MOU.

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- B. The notice shall be sent by Speed Post or E-mail or both on the following address.

For NIIT:

Kind Attention
Mr. Deepak Bansal
NIIT Ltd.,
Plot 85, Institutional Area, Sector 32,
Gurgaon- 122001
Email: Deepak.bansal@niit.com

For Education Institution

Kind Attention
Dr. S. Chandra Maha Lakshmi
Chaitanya Degree & PG College For Women
Chaitanya Nagar, Old Gajuwaka, Visakhapatnam, Andhra Pradesh - 530026

Email: Principal.chaitanyacollege@gmail.com

- 13.2 SPOC: Both the parties shall appoint a single point of contact or SPOC who shall be their employee to communicate to each other and take decision on all matters arising out of, related to or connected with the seamless implementation of this MOU. However, any Notice or communication to NIIT in terms of Clause 11 above or on account of any breach committed by NIIT shall be sent only to the person and address named in Clause 13.1 above.
- 13.3 Work Order: The Educational Institution may issue the Works Orders on mutually agreed terms for implementation of the respective models of engagement as mentioned in clauses 3.1 and 3.2 above.
- 13.4 Severability: If any provisions of this MOU shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this MOU, which shall remain valid and enforceable according to its terms.
- 13.5 Survival: All provision of this MOU which are intended to survive shall survive expiry or termination of this MOU.
- 13.6 Jurisdiction: The Parties agrees that only the Courts at Delhi shall have jurisdiction to entertain any proceedings related to this MOU whether during pendency, or after termination. No other Court shall have jurisdiction.
- 13.7 Amendment: This MOU may be amended or modified by an instrument in writing signed by, or on behalf of, both the Parties.
- 13.8 No Third-Party Beneficiaries: This MOU is solely for the benefit of the Parties hereto and no provision of this MOU shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this MOU.

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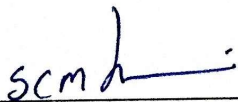
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- 13.9 Counterparts: This MOU may be executed in any number of counterparts and by the several Parties hereto on separate counterparts, each of which when so executed, shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 13.10 Force Majeure: NIIT shall not be responsible or liable for, or deemed to be in breach of this MOU because of any failure or delay in complying with its obligations under this MOU, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the Affected Party to the extent that such failure or delay would have nevertheless been experienced by the Party had such Force Majeure event not occurred.
- 13.11 Relationship: Nothing herein shall be construed as establishing or creating a relationship of master and servant or agent and principal, or subsidiary and holding, or partnership or joint venture between the Education Institution and NIIT, it being understood that the position of NIIT and any other person performing the Services is that of an independent contractor.
- 13.12 Entire Agreement: This MOU constitutes the entire agreement between the Parties with respect to the matters contained herein, supersedes any and all previous agreements and understanding between the Parties with respect to such matters and binds and ensure the benefit of the Parties, their successors and assigns the Parties have entered into this MOU in reliance upon the representations and mutual undertaking contained herein and not in reliance upon any oral or written representative of the other Party which is not contained herein.

In Witness whereof, the Parties have set their hands and seals hereto on the day and date first mentioned above.

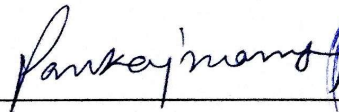
For Education Institution



Name: Chandana Devi, Principal, Chaitanya Degree & P.G. College for Women, Chaitanyanagar, Old Gajuwaka, Visakhapatnam-26.

Title: Principal

For NIIT Limited



Name: PANKEY MANOJ

Title: Authorised Signatory



Witnesses:



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