# **MEMORANDUM OF UNDERSTANDING**

## Between

# AMITY UNIVERSITY MADHYA PRADESH GWALIOR



And

# **Ethnus Consultancy Services Private Limited**



This Memorandum of Understanding (hereinafter referred to as 'MOU') is made on the

AMITY UNIVERSITY MADHYA PRADESH, GWALIOR, an institution established by the Ritnand Balved Education Foundation (RBEF), New Delhi, and Madhya Pradesh Government Legislature Act No. 27 of 2010 of Government of Madhya Pradesh, and recognized as per Section 2(f) of the UGC Act, located at Gwalior, Madhya Pradesh herein to be referred as "PROGRAM PARTNER" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors and permitted assigns & the Entities of the Program Partner, as well as divisions, subsidiaries and affiliates of and their successors and assigns through its Authorized Signatory.

#### and

M/s. Ethnus Consultancy Services Private Limited having its registered office at No.151/17/1, SST Chambers, Second Floor, 36th Cross Road, Jayanagar 5th Block, Bengaluru 560041; hereinafter referred as the "COMPANY" which expression shall unless repugnant to the context mean and include his/ their/its successors-in- interest, representatives, nominees, executors, administrators and assigns through its Authorized Signatory.

The understanding between the above parties, collectively referred to as the "Parties" and individually as a "Party", are as follows:-

In consideration of the proposals submitted by the company, mutual discussions, promises and undertaking herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:-

#### 1. Objective:

Create greater employable opportunities for students through specified job-related skill development training & placement support.

# 2. Scope of work of the Company based on project:

- a) Conduct program awareness seminars
- b) Conduct pre evaluation of the interested candidates and enroll suitable candidate
- c) Prepare calendar for training delivery in concurrence with program partner
- d) Conduct 10-300 hours of online/offline training.
- e) Assessments post training by Ethnus.
- f) Organize Job Melas/ Interviews and issue offer letters to the selected candidates

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## 3. Scope of work of the Program Partner based on the project

- a) Provide time, suitable office space and other related facilities for conducting program awareness, seminars, pre-evaluation of candidates, third party assessments and Job Melas / Interviews.
- b) Prepare venue for the training delivery as per the calendar shared by the Company with the prior consent of the program partner.
- c) Provide classrooms, computer labs and other facilities for training delivery without detrimental to the normal work of the university.
- d) Organize Felicitation Ceremony for the Certified and/or placed candidates.
- e) There shall not be any financial liability on the part of the program partner.

#### 4. Contract Duration

This MoU shall be effective from the date mentioned above and will be effective for a period of one (1) year, unless terminated earlier as per Clause 6 of the agreement.

#### 5. Commercials

- a) The Salesforce Discovery Day is being offered by the Company to the Program Partner free of cost as per the project terms & conditions.
- b) Company is not liable to pay any amount whatsoever to the Program Partner for any of the services provided by Program Partner towards conducting the program

### 6. Termination Program

- Partner may terminate this MoU for its sole convenience only on completion of the ongoing project.
- b) The Company may terminate this Agreement for its sole convenience only on completion of the ongoing project and has to communicate the same in writing/email to the Program Partner. In such event Program Partner shall give 2 month's notice period before terminating the contract.

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## 7. Placement of Candidates based on the project

Neither parties shall be responsible for the guaranteed placement of the candidates.

## 8. General

- a) Both the parties agree that it is a skill development initiative and placement of all the trained candidates is not a guaranteed outcome from this MoU. This MoU can be amended on mutual consent in writing by both the parties.
- b) The Program Partner upon signing this MoU will continue to provide the service without any change or alteration in the facilities as mentioned in para 3 of page 2 of this MoU.
- c) This MoU shall be governed by the Arbitration and Reconciliation Laws of India and is subject to Bangalore Jurisdiction.

In witness whereof, the parties hereto have executed this MoU as of the date first set forth above.

ETHNUS CONSULTANCY SERVICES PRIVATE LIMITED	AMITY UNIVERSITY MADHYA PRADESH, GWALIOR
SIGNATURE:  10/11/2022  NAME:  MR. BADRINATH LINGARA III.	SIGNATURE:
NAME: MR. BADRINATH LINGARAJU	NAME: LT. GEN. VK SHARMA, AVSM (RETD.)
DESIGNATION: FOUNDER AND MANAGING DIRECTOR	DESIGNATION: VICE CHANCELLOR AMITY UNIVERSITY MADHYA PRADESH