

A PATH TO FUTURE

NEXGENTICS IT SERVICES PVT. LTD.

Unit 613, QUBE, Plot No-II, D/31/1, Street No – 1111
New Town (Beside City Centre 2), Kolkata-700135

Phone : +91 9830741172

Mail id : director@nexgentics.in

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SINHGAD INSTITUTE OF MANAGEMENT

&

NEXGENTICS IT SERVICES PVT. LTD

FOR

**TECHNICAL TRAININGS, SKILL DEVELOPMENT
PROGRAMS AND RELATED SERVICES**

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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MoU') is entered into on 15/06/2020, by and between **Singhad Institute of Management**, having its Head Office at S. No. 44/ L, Vadgaon(Bk), off Sinhgad Road, Pune - 411041. The First Party represented here in by its **Name of Competent Authority/Representative** (here in after referred as '**FirstParty**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors–in-office, administrators and assigns).

AND

Nexgentics IT Services Pvt Ltd, Registered office address: Unit 613, QUBE, Plot No-II, D/31/1, Street No - 1111. New Town (Beside City Centre2), Kolkata-700135. The Second Party represented herein by its Co-founder, **Nilabja Moitra** (here in after referred to as "**SecondParty**", 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:
Singhad Institute of Management is an institute established in 1996, approved by All India Council for Technical Education (AICTE) and affiliated to Savitribai Phule University, Pune.
- B) Second Party is **Nexgentics IT Services Pvt. Ltd.**
Nexgentics is engaged in IT Support and Services, Training & Development and provide assistance in Career Solutions. Our initiative is to bridge the gap between industry and institute.
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide

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themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training and Education.
- E) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

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 advance their respective operations within the Institution and its related 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.

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 **Technical Training:** Second Party will provide valuable trainings to the First Party on modern and latest technology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully. Industry and Institution interaction will give an insight to the latest developments/requirements of the industries. The

industrial training and exposure provided to students will build confidence and prepare the

students to have a smooth transition from academic to working career.

- 2.3 **Skill Development Programs:** Second Party to train the students of First Party on the soft skills 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 lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.6 There is no financial commitment on the part of this MOU, both the parties will mutually decide on the financials of any programme to be conducted on case to case basis.

CLAUSE 3

VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 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 4

RELATIONSHIP BETWEEN THE PARTIES


- 5.1 It is expressly agreed that **First Party** and **Second Party** 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 under the jurisdiction of Kolkata.

AGREED:

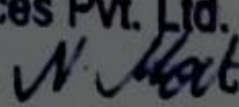
For Singhad Institute of Management


 Dr. Chandrani Singh
 Director - SIOM-MCA

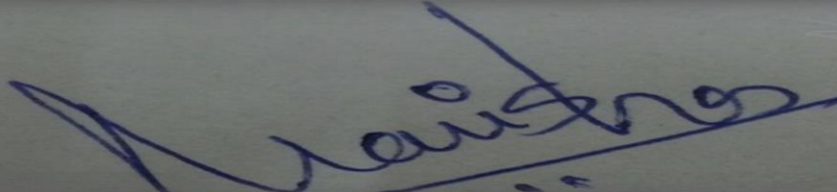
Authorized Signatory

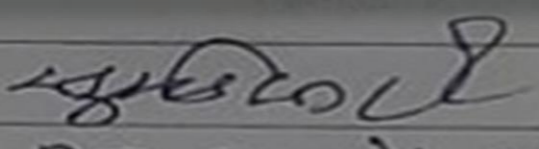



For Nexgentics IT Services Pvt Ltd

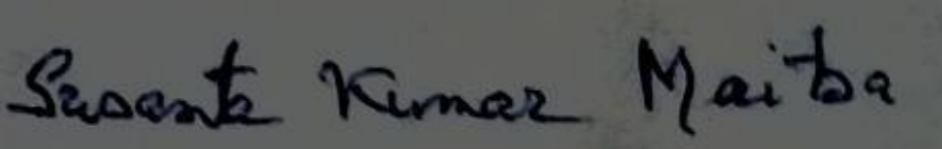

 Nexgentics IT Services Pvt. Ltd.
 Nilabja Moitra
 Authorized Signatory
 Director

| Singhad Institute of Management | Nexgentics IT Services Pvt Ltd |
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| S. No. 44/ L, Vadgaon(Bk), off Sinhgad Road, Pune - 411041 | Unit 613, QUBE, Plot No-II, D/31/1, Street No - 1111, New Town (Beside City Centre 2), Kolkata-700135 |
| Contact Details | Contact Details |
| E-mails | nilabja.moitra@nexgentics.in |
| Mobile : | +91 9088008395 |
| Web | www.nexgentics.com |


 Witness 1: Dr. Manisha Kumbhar


 Dr. Sunil Khilari
 Witness 2: Dr. Sunil Khilari


 Witness 1:


 Witness 2: