

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered on the 1st day of the month of April, year 2024

Between

Aytas Bharat, a company duly incorporated under the general and having its registered Office NH - 77, Madhaul, PO - Susta, Muzaffarpur, Bihar Pin - 842002 hereinafter referred to as "Aytas Bharat" (which expression, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors, group companies and assigns) of the One Part

And

Govt. Women's Polytechnic, having its registered Office at GWP, Bela, Industrial area phase 2, Muzaffarpur, Bihar 842005, hereinafter referred to as Other Part.

Govt. Women's Polytechnic, and Aytas Bharat are individually referred to as 'Party' and collectively referred to as 'Parties'.

RECITALS:

WHEREAS

Aytas Bharat is a joint initiative of Aytas Group. Aytas Bharat has been implementing various skill development programs with support from various ministries/departments of central and state governments, corporate and other institutions.

Aytas Bharat proposes to work with Govt. Women's Polytechnic to connect the students with meaningful employment opportunities spread across employers of choice, through the expanse of the country and ranging across various industry sectors. Aytas Bharat will work with Govt. women's Polytechnic to empower its faculty and placement cell members to counsel potential candidates on various employment opportunities available with the Aytas Bharat.

AND WHEREAS

Govt. Women's Polytechnic aims to achieve and endorse excellence in every area of its teaching and maintain and develop its position as a world-class College, to enrich international, national and regional communities through 'skills with ethics' of its graduates. The objective is to establish and provide a vibrant organization that would install in budding managers, computer professions and teachers, a spirit of entrepreneurial leadership, the attitude to create innovative solutions and develop the aptitude for their application for global prosperity with a humane face

Aytas Bharat has approached "Govt. Women's Polytechnic" and has represented that it has the requisite expertise, experience, business acumen and financial strength, to provide skills training and providing employment to the young generation and has more than 10 years experience in the field of skills training and placement. Aytas Bharat has tie-ups with industry partners. and other skills oriented corporate bodies.

On the basis of representations made by Aytas Bharat, Govt. Women's Polytechnic has agreed to appoint Aytas Bharat for its placement partner and Govt. Women's Polytechnic agrees to co-operate with Aytas Bharat in accordance with the terms of this MoU.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

1. THE APPOINTMENT:

That "Govt. Women's Polytechnic" hereby appoints Aytas Bharat for its placement partner as per the mutually agreed terms more specifically defined in this MoU, and Aytas Bharat agrees to undertake provide the services in accordance with the terms of this MoU for "Govt. Women's Polytechnic".

2. MUTUAL OBLIGATIONS:

Both parties agree to undertake the following:

- a) Aytas Bharat or Govt. Women's Polytechnic (or any representative of either parties) will never charge any money in cash or kind from the candidates to provide employment.
- b) Maintain transparency in all its project related partnerships that may include supporting in reaching out to the constituency, gathering relevant data, sharing of available data and information, and having a proper channel of communication.
- c) Govt. Women's Polytechnic will allow Aytas Bharat to interact with faculty and placement cell members to conduct sessions and meetings to train them on various aspects of employment opportunities and review progress.
- d) Govt. Women's Polytechnic will share relevant and willing candidate details trade/sector-wise with Aytas Bharat after having detailed counselling with candidates on all available opportunities. Govt. Women's Polytechnic will share this on monthly basis in the format prescribed by Aytas Bharat
- e) Govt. Women's Polytechnic will provide correct and updated information to Aytas Bharat about candidates and their courses, including but not limited to name, age, gender, educational qualification, course completion, performance etc. Any supporting documents will also be made available to Aytas Bharat upon request.
- f) Designate a nodal spoc who will participate in and facilitate all discussions between the Parties to ensure that the partnership is implemented as per the MOU.
- g) The key professional staff of both the parties will be made available for interactions and discussions as and when required and play an important role in the execution of mutually agreed assignments.

h) Both the parties would own their respective IPs.

i) This MoU in no way restricts the parties from participating in similar activities or arrangements with other public/private agencies, organizations, or individuals.

3. **TERM OF THE MOU:**

Aytas Bharat and Govt. Women's Polytechnic intend to work together for a period of 1 year from the date of execution of the MoU. However, the tenure shall be subject to renewable for successive annual terms, as may be mutually agreed to, in writing by both parties, unless otherwise terminated in accordance with the provisions of this MOU.

4. **Confidentiality & Non-Disclosure**

- (a) Both parties shall severally take all necessary care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which they are intended. "Govt. Women's Polytechnic" and "Aytas Bharat", shall not disclose any Confidential Information to anyone other than the employees of either organization who have a need to know the Confidential Information and/or the statutory authorities. The obligation of confidentiality shall subsist until the expiration or sooner determination of this MoU.
- (b) Upon the cessation of this MoU either by termination by the parties or by efflux of time either party shall deliver to the other all documents, plans, drawings, sources, electronic media or any other source or papers in any way relating to the affairs of each other, which may be in its possession or under its control.

5. **Indemnification:**

The parties shall indemnify each other and hold each other harmless against any and all direct damages arising from any act or omission pertaining to their obligation under this MoU.

6. **Modification:**

This MoU may be modified, through a written document signed by duly authorized representatives of both parties.

7. **Termination:**

- (a) Termination: Either party may terminate this MoU upon 30 (Thirty days) calendar days' notice in writing to the other party. However, any outstanding projects shall be completed to the satisfaction of the clients unless it is mutually agreed otherwise.

8. **Compliance with laws:**

"Govt. Women's Polytechnic" and "Aytas Bharat", shall at all times and at its own

expense will strictly comply with all applicable laws, rules, regulations, data protection compliances, and Governmental orders and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

9. **Dispute resolution:**

- (a) This MoU shall be governed according to the laws of New Delhi, India, and each Party shall submit to the jurisdiction of the Courts at New Delhi, India.
- (b) Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration.
- (c) Both the parties shall mutually appoint one arbitrator and any decision, determination or award of the Arbitrator shall be binding on the parties. The cost of arbitration shall be shared by the parties in equal proportion & the venue of arbitration shall be New Delhi, India.

10. **General Provisions:**

(a) **No waiver:**

The failure of either party to assert any of its rights under this MoU shall not be deemed to constitute a waiver of that party's right thereafter to enforce each and every provision of this MoU in accordance with its terms.

(b) **Notice:**

All notices required or permitted by, or made pursuant to, this MoU shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to Aytas Bharat: **Aytas Bharat Ltd.**
Address : NH - 77 , Madhaul , PO - Susta , Muzaffarpur . Bihar
Pin - 842002

If to : **Govt. Women's Polytechnic**
Address : **GWP, Bela, Industrial area phase 2, Muzaffarpur,**
Bihar - 842005

E-Mail : **principalgwp@rediffmail.com**

All such notices shall be deemed to have been received as follows:

- (i) if by facsimile, twenty-four (24) hours after transmission, and
- (ii) if by registered, first class airmail, upon receipt of acknowledgement of delivery.

(c) **Force Majeure**

Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all the terms of this MoU resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this MoU be prevented for a period longer than six months, then the other party shall have the right to terminate this MoU

(d) Severability:

If any of the provisions of this MoU are declared to be invalid, such provisions shall be severed from this MoU and the other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR
RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

Aytas Bharat

Preeti Pandey

Preeti Pandey
Proprietor

Witnesses:

1. Sanku Singh

2. Shamara Vats

Govt. Women's Polytechnic

B. K. Roy

Dr. B.K Roy
Principal

Witnesses:

1. Sarwan
Anand
TPO, GWP Muz

2. Nidhi