



MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura
And

Gemini Solutions, Gurugram

This MEMORANDUM of UNDERSTANDING (hereinafter called as the "MOU") is entered into on this the 9th Day of- December- 2021 by and between

The GLA University, Mathura 17km Stone, NH-2, Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406, THE FIRST PARTY (hereinafter referred to as "First Party" the college which expression, unless excluded by or repugnant to the subject or context shall include its successors- in office, administrators and assigns).

AND

Gemini Solutions, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 119, Udyog Vihar Phase I, Sector 20 Gurugram, Haryana-122016, THE SECOND PARTY (hereinafter referred to as "Second Party", "Company" which expression , unless excluded by or repugnant to the subject or context shall include its successors- in office, administrator and assigns).

(First Party and Second Party are hereinafter jointly referred to as "Parties" and individually as "Party") and

WHEREAS

A. First Party and Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

B. The Parties intent to cooperate and focus their efforts on cooperation within area of placement.

C. Both the parties being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

D. Gemini Solutions, the Second Party is engaged in Business and R&D services in the field of B.Tech in Computer Science / Information Technology and related fields.

Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

E. Gemini Solutions, the Second party is engaged in the campus connect programs, campus recruitments and training candidates and delivering an engaging and impactful learning experience

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. CO-OPERATION

1.1 Both the 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 college. The Parties shall keep each other informed of potential opportunities and shall share all information that be relevant to secure opportunities for one another may be relevant to secure opportunities for one another.

2. SCOPE OF MOU

2.1 The budding graduates from the college could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both the parties believe that close co-operation between the two would be of major benefit to the student community.

2.2 The Second Party will actively engage to help the delivery of the training and placement of students of the First Party into prospective jobs, and will facilitate placements of the students as per the company's requirement

2.3 The onus is on the First Party to ensure effective and continuous communication between the student (prospective employee) and the employer before he/she joins the company

2.4 In the event where the student does not wish to join the company after accepting the offer letter, the onus is on the college to ensure the communication of the same 30 days prior to the date of joining

2.5 In the event of student (prospective employee) absconding before or after joining the company, the Second Party shall have an authority to corroborate the employee personal details from the college

2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the placements of the terms specified herein.

2.7 In the event the company makes an offer to a student (prospective employee), he/she shall automatically be restricted from appearing for another company.

2.8 Both the parties mutually agrees that the college shall be liable to take stern action against a student (prospective employee) who engages himself/herself in any defamatory activities affecting the company's reputation during the time of receiving an offer letter till the joining date. Apart from that, the company shall have all the rights to revoke the offer letter of such offender effective immediately.

2.9 To provide day zero slot at the campus for the campus recruitment process



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3. INTELLECTUAL PROPERTY

Nothing contained in this MoU shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the intellectual property (included but not limited to know-how, inventions, patents, copy rights, and designs) of the other Party.

4. VALIDITY

4.1 This Agreement will be valid for five years until it is expressly terminated by either party on mutually agreed terms, during which period both parties will take effective steps for implementation of this MoU. Any act on the part of either party after termination of the agreement by way of communication, correspondence etc. shall not be construed as an extension of this MoU.

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.

5. 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 authorised 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 agreement 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.


6. LIMITATION OF LIABILITY

Under no circumstances is the company liable for the college's loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if the company is informed of its possibility.

7. REPRESENTATION AND WARRANTY

Each party hereby, represents and warrants to the other that:

- i. such party has the right, power and authority to enter into this arrangement and to fully perform all of its obligations hereunder, and has secured all authorizations and consents necessary to enter into this arrangement; and
- ii. entering into this arrangement does not violate any agreement or obligation existing between such party and any third party.



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8. DISPUTE RESOLUTION

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration and Conciliation Act, 1996 (Amended). The place of the arbitration shall be at New Delhi. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Delhi, India

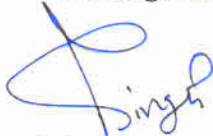
AGREED:

For and on behalf of
GLA University

For and on behalf of
Gemini Solutions

(Authorised Signatory)

(Authorised Signatory)





Name: Mr Ashok Kumar Singh
Designation: Registrar

Name: SOUMENORA NATH RAY
Designation: V. P.

Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

Date 09/12/21

Date 09/12/2022


Witness 1:


SAURASH GOYAL

Witness 1:


KARAN WADHAWAN

Witness 2:


RAHUL SINGH

Witness 2:


ASHNA KHURANA