

# NIIT

**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 1<sup>st</sup> day of February, 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

**Ambah Post Graduate (Autonomous) College**, Ambah PG College Morena Road, Ambah, Dist. Morena, Madhya Pradesh - 476111 through its Principal Dr. Shivraj Singh Tomar, (hereinafter referred to as "College" which expression, unless repugnant to the context thereof shall include its affiliates, successors and assigns) on the OTHER PART;

**WHEREAS NIIT** is inter alia engaged in the business of imparting computer education and training and has a range of programmes and courses for computer education, computer aided education and other education related services as per NIIT's curriculum; and

**WHEREAS NIIT** intends to visit the campus of the College for sourcing Learners for their NIIT Programs.

**WHEREAS** the Ambah Post Graduate (Autonomous) College is affiliated with Jiwaji University, Gwalior and recognizes the benefits to be derived from such visit by NIIT

**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:

### 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 relating 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 College (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 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 if (1) such act or event is not reasonably within the control of any Party, and (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.;

**"NIIT Program"** means the programs which NIIT intends to offer to the Learners as detailed out in Annexure-1

**"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 College.

**"Learner"** means the Student who enrolls 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.

**"Term"** means total time prescribed and mutually agreed between the Parties for the purpose of this MOU i.e. 5 years (Five Years);

## 1.2 Interpretation

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

- 1.2.1 Parties means and includes both NIIT and the College and "Party" mean and include NIIT or the College, as the context dictates;
- 1.2.2 Headings are for convenience only and will not effect 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 gender;
- 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. Scope:

This MOU is to allow NIIT to conduct seminars and webinars in the College for sourcing Learners who shall undergo agreed framework of terms and conditions where the



College seeks to facilitate the Learners' access to the Program in order to enhance their employability. The Programs may be delivered to the Learner without any interference with their programs in which they would have enrolled.

### 3. Obligations

#### 3.1 NIIT shall:

- A. Conduct seminars and webinars at Colleges to make the students aware of various programs being offered by NIIT. No seminars and webinars shall be conducted during holidays, exams or any other internal activity of the College.
- B. Conduct the seminars and webinars on the dates confirmed by the Colleges. The College can change the confirmed dates at least up to 2 days in advance of the earlier confirmed date.
- C. Connect with the students, send email communication, invite them for seminar / webinar and appraise them of the programs and its benefits from time to time.
- D. Inform the College about students who shows interest in the Program and willing to take admission.

#### 3.2 The College shall:

- A. Provide the database of Students having information at least of their addresses, contact number, email ID, the College and the program they are enrolled in at the College. No Student outside this database shall be covered under this MOU
- B. facilitate the NIIT team to conduct Seminars and Webinars for the interested students at the Colleges and at the College's premises.
- C. Facilitate confirmation by the Colleges of possible dates and times for Seminar/Webinar.
- D. Resolve any and all issues that may arise between the College and NIIT.

### 4. Consideration

The reciprocal rights and obligations of the Parties constitute sufficient consideration for them to enter into this MOU.

### 5. Confidentiality

5.1 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 employees , 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;

5.2 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 rights, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information.

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

## 6. 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 then concerned authorities/persons.

## 7. INDEMNITIES ETC.

- 7.1 Both the parties agrees to defend, indemnify and save each other harmless of, from and 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.
- 7.2 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.

## 8. LIMITATION OF LAIBILITY

Neither Party shall be liable to each other in contract, tort 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.

## 9. TERM, TERMINATION AND RENEWAL

### 9.1 Term and Termination

- A. This MOU shall be valid for a period of **(05) five** 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 College and shall run its full course.
- B. 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.



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9.2 Either party shall send a request for the renewal of this MOU at least 2 months before the end of the Term of this MOU 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.

## 10. Publicity

- 10.1 Both the parties can issue any press release or public announcement with respect to this MOU, subject however to the consent of the other party.
- 10.2 NIIT shall be allowed at all times to display the Brand and Logo of NIIT or its affiliates/partners at the College premises.
- 10.3 NIIT shall always have a right to advertise its name along with this MOU without prejudice to the rights of the College at all time during and after the Term of this MOU.

## 11. Miscellaneous

### 11.1 Notices

- A. Any notice to be made under this MOU other than those mentioned in Clause 12.2 herein must be in writing and in English by using the respective addresses as shown in this MOU.
- 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](mailto:Deepak.bansal@niit.com)

#### For College

Kind Attention  
Dr. Shivraj Singh Tomar Ambah  
PG College Morena Road, Ambah, Dist. Morena,  
Madhya Pradesh – 476111  
Email: [Principal.pgc.ambah@gmail.com](mailto:Principal.pgc.ambah@gmail.com)  
[principalpgcollegeambah@gmail.com](mailto:principalpgcollegeambah@gmail.com)

- 11.2 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 10 above or on account of any breach committed by NIIT shall be sent only to the person and address named in Clause 11.1 above.
- 11.3 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.





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- 11.4 Survival: All provision of this MOU which are intended to survive shall survive expiry or termination of this MOU.
- 11.5 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.
- 11.6 Amendment: This MOU may be amended or modified by an instrument in writing signed by, or on behalf of, both the Parties.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 Relationship: Nothing herein shall be constructed 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 College and NIIT, it being understood that the position of NIIT and any other person performing the Services is that of an independent contractor.
- 11.11 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.



# NIIT

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

For College

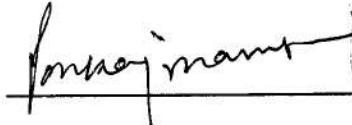


Principal

Name: Dr. Shiv Prasad Post Graduate College  
(Autonomous)

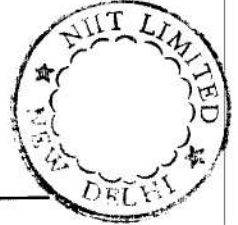
Title: Principal Ambah (Morena) M.P.

For NIIT Limited



Name: Pankaj Mamtani

Title: Authorised Signatory



Witnesses:



Ambah P.G. College  
Ambah (Morena) M.P.

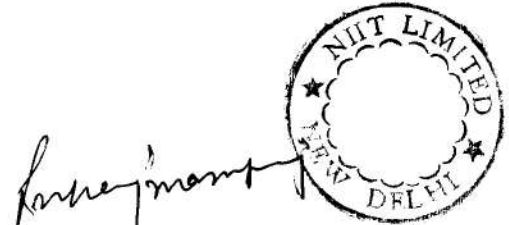
# NIIT

Annexure-1  
(Refer Clause 1.1)

List of NIIT Programs:

1. All NIIT Programs

Authorized Signatory



Authorized Signatory  
NIIT Limited