

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**ST THERESSA INSTITUTE OF ENGINEERING AND
TECHNOLOGY**

**COLLEGE IN GARIVIDI, ANDHRA PRADESH
(PLACEMENT)**

&

**NEW LEAF LEARNING SOLUTIONS
FOR**

**CRT TRAINING, SKILL DEVELOPMENT AND
OTHER RELATED SERVICES (III IV YEAR
STUDENTS)**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as MoU) is entered into on this is the 1ST DAY OF February OF MONTH – Two Thousand and Twenty Three (01.02-2023)

St Theresa Institute of Engineering and Technology College in Garividi, Andhra Pradesh

THE FIRST PARTY authority herein by its **Dr.V.Joshua Jaya Prasad, Principal, St Theresa Institute of Engineering and Technology College in Garividi,**
THE FIRST PARTY represented herein by its **Dr. Srinivas Rao, Placement Director St Theresa Institute of Engineering and Technology College in Garividi,**

(Hereinafter referred as ‘**FIRST PARTY**’, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

~~**NEW LEAF LEARNING SOLUTIONS,**~~

NO 4/54/5 CHERAN NAGAR, KARUR- 639006
TAMILNADU, INDIA.

THE SECOND PARTY authority herein by **Mrs.Sudha Aravind, Head, New Leaf Learning Solutions**

(Hereinafter referred as ‘**SECOND PARTY**’, the institute 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 an Engineering Education Institution**
- B) Second party is an Authorized Training Institute giving training for Placements and Employability Skills**
- 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 each of them with enhanced opportunities**
- D) The Parties intent to cooperate and focus their efforts on within area of Aptitude, Reasoning, Technical English and other Skill Based Training, Easy Tricks and Research. In Virtual Training maximum mentioned syllabus in brochure should be covered**

E) Both Parties being legal entities in themselves desire to sign this MoU for advancing their mutual interests

F) Parties share related information, its branches and dimensional information about training with whom the MoU is sworn

G) Payment per Head is 3500INR Inclusive of GST(18%)

Total: 33 Days -198Hrs Technical Training - 15 Days- **90Hrs** [C++- 30Hrs - All Branches, JAVA-60 Hrs - **S/W Branches**, PYTHON-60Hrs **H/W Branches**] Practice: 30 Hrs QR Training - 10 Days-60-Hrs, Verbal & SoftSkills -8 Days-48Hrs
Practice: 60 Hrs
Assessment Test - 45+Modules.

H) Terms are irrelevant to Absentees. Payment will be done as follows,

1st Payment upon Training commencement @50% of over Invoice

2nd Payment upon Training completion @50% of over Invoice

H) During Avanthi Institutions Placement Training Campaign (All Year Students), New Leaf Team act under college rules and regulations (Full time)

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

CLAUSE 1

COOPERATION

1.1 Both Parties are united by common interest and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Avanthi Institutions** 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.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable training, keeping in mind the needs of the New Leaf Learning Solutions, the Second Party.

1.3 The general terms of co-operation shall be governed by this MOU. The parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive

Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MOU

2.1 The budding graduates from III & IV year of Avanthi Institutions could play a key role in learning ticks, up-gradation, increasing competitive skills in PAN INDIA level, knowing and applying all opportunities cum vacancies in Placement Training, various sectors, aimed to get cleared and placed at the earlier age.

2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in training methodology and suitably customize the curriculum so that the students fit into the Placement Training meaningfully.

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

2.4 **The payment to New leaf Learning Solutions should be in promptly way as mentioned.**

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 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 (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE

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VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period New Leaf Learning Solutions, the Second Party, as the case may be, will take effective steps for implementation 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.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

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, opt 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 as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Party. This undertaking is to be construed in accordance with Indian Law exclusive jurisdiction in the Courts of KARUR.

AGREED:

For AVANTHI INSTITUTION

For NEW LEAF LEARNING SOLUTIONS

FOR NEW LEAF LEARNING SOLUTIONS

[Signature]
PROPRIETOR



Authorized Signatory

Authorized Signatory

Name of the Institute:	Name of the Institute :
St Theresa Institute of Engineering and Technology College	New Leaf Learning Solutions
Address Garividi, Andhra Pradesh,	Address: NO 4/54/5 CHERAN NAGAR, KARUR-639006 TAMILNADU, INDIA.
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