

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



(Approved by AICTE, Ministry of Education, Govt. of India)

B-71/2, Wazirpur Industrial Area, Wazirpur, New Delhi - 110052

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EDUWHIRL, EW CAMPUS PVT. LTD

RC 234, Vandana Enclave, Khora Colony, Ghaziabad, U.P. - 201309

(11th March, 2024)

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 11th day of March, 2024,

BETWEEN

Tecnia Institute of Advanced Studies - CDL, O/A: Institutional Area, Madhuban Chowk, Rohini, Delhi-110085 the First Party represented herein by its Dr. Chaitali Bhattacharya, Director, TIAS - CDL (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).

Tecnia Institute of Advanced Studies - CDL (Standalone Institute), Approved by AICTE, Ministry of Education, Govt. of India, B-71/2, Wazirpur Industrial Area, Wazirpur, New Delhi - 110052 is an upcoming Institute of Tecnia Group of Institutions; one of the Premier Institute;. The Institute conducts PGDM - Regular and ODL Mode with Specialization in Post General Management, Financial Management, Operations Management (PGDOM), Human Resource Management (PGDHRM), Marketing Management (PGDMM) Programmes. Institute is registered on AISHE. The institute has also established Institution Innovation Council (IIC) under the MHRD, Gol in Entrepreneurship Development Cell to promote Innovation and Start up. Institute also provides Value Added Programs & Career Counseling Session, Capabilities Training to enhance, and technical Expertise knowledge for development of young professional. The institute had setup TIAS-NPTEL Local chapter to complete MOOCs Course with e-certification for making students employable. Institute has ultra-Modern infrastructure and impart value Based Education, conducts Training, Research & Consultancy, National and International conferences and seminars, faculty exchange programme, Technical cum Cultural Fest etc. since 2009. The Institute is located at a prime location and has state-of-the-art facilities, erudite faculties, dedicated staff members and an ambiance to fulfill admirable academic pursuit.

AND

Eduwhirl, EW Campus Pvt. Ltd, RC 234, Vandana Enclave, Khora Colony, Ghaziabad, UttarPradesh 201309, the Second Party, and represented herein by its Director, Mr. Abhishek Gupta (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, administrators and assigns).

The Second party Eduwhirl Campus run Digital Marketing program Training through established institutions. It is one of the leading innovative Skill development Campus imparting quality education and training since 2020. Eduwhirl aims to train students and aspirants to become self-reliant and skillful.

Eduwhirl is a Skill Development Campus that offers various short-term skill development courses to increase the employability of students. These value-added, career-oriented, and job-oriented courses are aimed to provide advanced knowledge and skill sets to students required to survive in this world.



For EW CAMPUS PRIVATE LIMITED

DIRECTOR

Eduwhirl Campus offers short-term skill development courses that are designed to help the learners new skills quickly and easily. Its courses are taught by experienced professionals who help the learners gain the knowledge and skills they need to succeed in their chosen field. Its courses are designed at par with industry requirements and learners after passing out have the highest chances of getting a job.

WHEREAS:

- A) ("First Party" is a Higher Educational Institution named: **Tecnia Institute of Advanced Studies** - CDL and "Second Party" **Eduwhirl, EW Campus Pvt. Ltd**, are hereinafter jointly referred to as 'Parties' and individually as 'Party')
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of,
- Student Induction Program
 - Exchanging of expertise by means of Guest Lectures, Workshop, Seminar, Conference for the benefit of Faculty & Students,
 - Value Added Program
 - Short Term Capability Enhancement Program
 - Hiring students for internship and live project for practical training,
 - Skill Development
 - R&D Services,
 - Summer Internship
 - International / Domestic Industrial & Educational Travel Programs.
 - Industrial Visit
 - Entrepreneurship
 - Career Counseling
 - Career Guidance
 - Consultancy
 - Innovation
 - Entrepreneurship & Startup
 - Placement
 - Expert for Institutions Innovation Council, Ministry of Education (MoE)
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;




For EW CAMPUS PRIVATE LIMITED


DIRECTOR

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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.
- 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 teaching / training systems, keeping in mind the needs of the industry, 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 MEMORANDUM OF UNDERSTANDING (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 Training on Digital Marketing program through the support of TIAS - CDL Institution Cell - Coworking Space to the students of TIAS - CDL & in general.
- 2.3 **Campus interview:** The second party will come for campus requirement where intake depends up on the clearance of all the rounds by the candidate in the selection process.
- 2.4 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the continuing development for every intern through our exceptional training solutions in BFSI sector.

For EW CAMPUS PRIVATE LIMITED



DIRECTOR

- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Management Development Programs:** First Party to train the member of Second Party to through Management Development programs abreast with the latest skills.
- 2.9 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - Interns with specialization in Digital Marketing, passionate to make their career.
- 2.10 **Projects and Consultancy:** Both the parties agree to coordinate with each other on various projects and consultancy on various sectors of management.
- 2.11 **Branding & Strengthen of Relations:** Both the parties agree to use logo of each other for branding and strengthen of relations and can publicize on website and other social media. The students of Tecnia Institute of Advanced Studies - CDL undergoing internship with Eduwhirl, EW Campus Pvt. Ltd., may use the logo of the company on the report that would be submitted for final evaluation.
- 2.12 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.13 There is no financial commitment on the part of the **Tecnia Institute of Advanced Studies - CDL**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

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 4: VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, **Eduwhirl, EW Campus Pvt. Ltd, RC 234, Vandana Enclave, Khora Colony, Ghaziabad, Uttar Pradesh 201309**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **M/s Eduwhirl, EW Campus Pvt. Ltd.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

- 4.1 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.




FOE W CAMPUS PRIVATE LIMITED


DIRECTOR

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party, **M/s Tecnia Institute of Advanced Studies - CDL** and Second Party, **M/s Eduwhirl, EW Campus Pvt. Ltd.**, 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.

CLAUSE 6: ARBITRATION

6.1 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties; In case aggrieved parties are not satisfied and the amicable solution is not possible, the same shall be referred for arbitration to panel of two arbitrators each to be appointed by the "parties" as per the provisions of Arbitration and Conciliation Act 1996 as amended/notated. The place of the arbitration shall be at notified by the parties. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Delhi only.

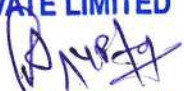
IN WITNESS WHEREOF, the parties hereto have executed this MOU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned

**For Tecnia Institute of Advanced Studies - CDL
(First Party)**


Name: Dr. Chaitali Bhattacharya,
Director
Date: 11/03/2024




**For Eduwhirl, EW Campus Pvt. Ltd.
(Second Party)**


For EW CAMPUS PRIVATE LIMITED

Name: Mr. Abhishek Gupta
Director
Date: 11/03/2024

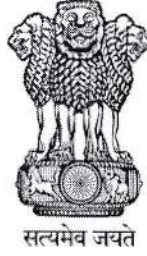
DIRECTOR

Witness - 1


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Name : Dr. Aparna Vats
Date : 11/03/2024

Witness - 2


.....
Name: Jitendra Kumar
Date: 11/03/2024



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that EW CAMPUS PRIVATE LIMITED is incorporated on this SEVENTH day of JUNE TWO THOUSAND TWENTY THREE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U85499UP2023PTC183644**

The Permanent Account Number (PAN) of the company is **AAHCE6164D***

The Tax Deduction and Collection Account Number (TAN) of the company is **MRTE03666F***

Given under my hand at Manesar this SEVENTH day of JUNE TWO THOUSAND TWENTY THREE

Signature Not Verified

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS 10
Date: 2023.06.11 10:42:56 IST

PM Mohan

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

EW CAMPUS PRIVATE LIMITED

RC-234,VANDANA,ENCLAVE KHORA COLONY,Noida Sector 62,Dadri,Gautam Buddha Nagar-201309,Uttar Pradesh

*as issued by Income tax Department



For EW CAMPUS PRIVATE LIMITED

DIRECTOR

