



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MOU) is made on 22-Feb-2023. ("Execution Date").

BETWEEN

Swamandhra College of Engineering & Technology having its registered office Seetharampuram, West Godavari District, Narsapur, Andhra Pradesh – 534280, India. (hereinafter referred to as 'SCET' which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assigns), of the First Part.

AND

Consensus Academy ("Service Provider") with office located at 3/166-11, Sarve Grande, Vellanaipatti, Coimbatore, Tamil Nadu, 641048

(SCET and Service Provider may hereinafter also be referred to collectively as the "Parties" and individually as the "Party").

WHEREAS:

- A. SCET is a higher Educational Institution engaged in delivering Engineering Courses.
- B. The Service Provider has a specialisation to carry out training of Technology upskilling Programs and can also cater to the organisation specific training needs and has been engaged by the First party to carry out the training as is more particularly set out and detailed in Schedule I to this Agreement ("Scope of Services")
- C. The Service Provider has further represented that it has along with its partners trained and experienced personnel with the requisite skills, knowledge, experience, and expertise to perform the Services contemplated under this Agreement and is willing to provide the same for a consideration mutually agreed.
- D. Both parties believe that collaboration and co-operation between themselves will promote more effective use of each of their participating resources, and provide each of them with enhanced opportunities. The main intent is to cooperate and focus their efforts on cooperation within the area of Skill Based work exposure and Education.
- E. This Agreement means and includes the Agreement, all its schedules/ annexures, amendments thereto made from time to time by mutual agreement and in writing by and between the Parties.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM

The term of this agreement is valid for a period of one (1) year. The term will be renewed automatically after completion of every one (1) year and remain valid, except under following circumstances:

1. If either party is declared bankrupt or commits an act of bankruptcy or goes into liquidation.
2. Winding up of either party.
3. Termination in writing by either party 180 days prior to the expiry of the agreement.

2. PAYMENT

SCET shall pay for the Services as per the terms specified in Schedule II

The Service Provider must obtain written approval before incurring any out-of-pocket expenses related to providing services under this Agreement. Once approved, the Service Provider must provide necessary receipts and documents in a reasonable format as specified by the First Party.

3. CO-OPERATION

- 3.1 Both Parties are united by common interests and objectives, and they shall establish cooperation.
- 3.2 First Party and Second Party cooperation will facilitate effective utilisation of the intellectual capabilities





4. CONFIDENTIALITY

- (a) Any Information related to this agreement at any point of time shall be kept confidential and not disclosed to any third party without prior written consent from the other party.
- (b) You shall not make copies of any Confidential Information or create any content based on the concepts contained within the Confidential Information for personal use or for distribution without prior written consent from the other party.

5. TURN AROUND TIME (TAT)

The Parties agree and understand that time is an essence of this Agreement. The Service Provider shall provide the Services within the stipulated time frame as agreed between the Parties and as may be set out under Schedule I 'Scope of Services' to this Agreement.

6. INDEPENDENT CONTRACTOR

- (a) The Service Provider shall provide the Services as an "Independent service provider" on a non-exclusive basis and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or confer any right, power, or authority, whether express or implied, to create any such duty or obligation.
- (b) This Agreement is on a principal-to-principal basis and is neither intended to nor shall be deemed to create any other nature of relationship whatsoever.

7. GOVERNING LAW AND ARBITRATION

7.1 The provisions of this Agreement shall be governed by and construed in accordance with Indian laws and subject to the provisions of clause 7.2, courts at Coimbatore shall have exclusive jurisdiction.

7.2 Arbitration: Any action brought in connection with this Agreement shall be resolved by arbitration as under:

- (a) If any dispute, difference, claim, or controversy including the matter of damages, if any, (collectively referred to as "Dispute") arises between the Parties about the validity, interpretation, implementation, or alleged breach of any provision of this Agreement, or anything connected or related to or incidental to this Agreement then the Parties shall negotiate in good faith to endeavour to resolve the matter. However, if the Dispute has not been resolved by the Parties within seven (7) days after the date of receipt of written notice of the Dispute by either Party from the Party raising the Dispute, then either Party may submit the Dispute to arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended from time to time.

Arbitration shall be held at Coimbatore, India.

- (b) The Dispute shall be referred to a sole arbitrator to be appointed under the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted at Coimbatore and the award shall be rendered in the English language.

- (c) The award rendered by the Arbitrator shall be final, conclusive, and binding on all Parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. The cost of arbitration, including the cost of preparing and presenting its case and the fees and expenses of the Arbitrator, shall be shared equally by the Parties, unless the award otherwise provides.

8. PUBLICITY

The Service Provider shall not use any Intellectual Property and Proprietary Rights of the first party including the name and/or trademark / service mark / logo of SCET, its Affiliates/group companies, subsidiaries, associates, or any of its customers in any publication or advertisement, or in any other manner whatsoever without the prior written consent.

9. TERMINATION



Upon any such termination as defined in clause "Term", the first party is only liable to pay for Services performed prior to expiration or termination.

10. LIMITATION OF LIABILITY

Parties hereby agree and undertake that under no circumstance's liability of service provider under this Agreement shall not exceed total of contract value, for the duration of the services provided under the Agreement after deducting the taxes paid, out of pocket expenses and other payments made to third parties, including but not limited to salary/fee paid to trainers, transportation, hotel expenses and other expenses, incurred in respect of the concerned Statement of Work.

11. FORCE MAJEURE

11.1 If either Party to this Agreement is prevented by any event or circumstances such as government action or inaction, war, serious fire, flood, typhoon, earthquake, or other natural calamity beyond its control, neither Party shall be responsible for loss or damage due to the delay.

11.2 The Party so prevented by such event or circumstances shall notify the other Party as soon as possible from the time of the occurrence of the force majeure. If such force majeure event continues for a period of 30 (thirty) days, then either Party may terminate this Agreement forthwith.

12. SEVERABILITY

In the event any one or more provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect the other provisions of this Agreement. Instead, this Agreement shall be construed as if such unenforceable provision had not been contained herein.

13. MISCELLANEOUS

(a) The details for the successful efficiency of this Memorandum of Understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules, and regulations of both the parties.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(c) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(d) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

(e) Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

(f) The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate, or reasonably requested to carry out or evidence the transactions contemplated hereby.

(g) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

(h) In case of any change in applicable laws that influences the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith in writing.



- (i) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- (j) The Service Provider shall not assign or transfer all or any of its rights, benefits, or obligations under this Agreement without the approval of SCET. SCET may, at any time and at its sole discretion, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- (k) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.
- (l) This MoU shall require the ratification of the competent academic / executive body of both the parties.

SCHEDULE I

1. SCOPE OF SERVICES

- 1.1. Training will be provided as per the requirements of the Institution which will help and guide the students who appear for Placement Drives.
- 1.2. Consensus will try to help for paid or unpaid Internship opportunities for deserving candidates in the Tech domain but it is not assured or guaranteed (defined in additional scope).
- 1.3. Both Parties will obtain/arrange all required internal approvals, consents, permissions, and licence, equipment (including hardware) licences of whatsoever nature required in order for the training & facilitation to be conducted in a seamless manner without any interruptions.
- 1.4. Both parties shall create and adhere to a mutually agreed schedule for the program. Evolve an acceptable schedule to develop programs that are mutually beneficial.
- 1.5. The first party shall extend their support for Live Projects to be executed successfully, without any additional cost to Second party which includes space in faculty, necessary equipment etc, food and lodging for Trainers.

Additional Scope of Services which can be carried out if needed on a paid basis and to be defined and signed by both parties as a separate agreement:

- 2.1. Faculty Development..Training / Train the Trainer Model on the following domains, but not limited to, Domains - Research and Development / Data Science / Full Stack Development / All trending domains.
- 2.2. Hackathons - First Party being the Hosting Partner and Consensus being the Technology Partner
- 2.3. Codeathon - First Party being the Hosting Partner and Consensus being the Technology Partner, on a mutually agreed date and time.
- 2.4 Platform access for a period of 1 year from the date of commencement of training.
- 2.5 Consensus will also provide platform for conducting Aptitude and Soft skills MCQ assessment for the current third years as a complimentary service.
- 2.6 Consensus will provide 2 days Company specific training as complimentary. The mode of training will be decided based on the availability of the trainers.
- 2.7 Consensus will help students get open source Freecodecamp certifications for frontend technologies

SCHEDULE II: FEES, DAYS, INVOICE & PAYMENT

As mutually agreed upon, the training fees and duration will be determined prior to each technology training session.





Technologies:

- Java Full Stack
- Python - Data.Science
- Tableau
- Power BI
- Cloud Computing
- Android
- Java Micro Services
- Deep Learning
- Computer Vision

INVOICE & PAYMENT

Service Provider shall raise Invoice on the phases mentioned in the FEE clause, for the Services rendered and any expenses incurred, in terms of this Agreement. College shall pay the amount of each Invoice within 7 days upon receipt of the Invoice. In case of any dispute about the Invoice issued, the Client shall communicate the same in writing within 5 (five) days of receipt of Invoice.

TAXES AS APPLICABLE

All payments shall be made subject to deduction of taxes at source as per applicable laws prevailing at the time of each credit / payment. The Service Provider shall be solely liable for the payment of all past, present, and future central, state, and local levies, direct / indirect taxes, duties, fines, and penalties, including without limitation Goods and Services Tax ("GST"), customs duties (if any), by whatever name called, as may become due and payable in relation to the Services.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement in acceptance of all the terms and conditions stated hereinabove on the 22-Feb-2023,

For Swarnandhra College of Engineering & Technology

For Consensus Academy

Dr.S.Suresh Kumar

Principal

Venkatesh S

Founder

