

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SHRI LAL BAHADUR SHASHTRI DEGREE COLLEGE,
GONDA (U.P.), 271003

AND

TECH SATYAM YOGA INSTITUTE,
BAHRAICH (U.P.), 271801

FOR

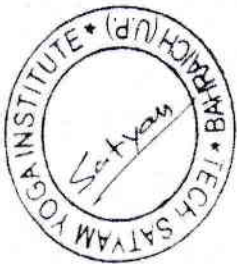
Promoting MSME sector jobs & Incorporation of Higher Education with Professional, Technical and Industry based skillful education so to achieve this outcome through this (MoU) SHRI LAL BAHADUR SHASHTRI DEGREE COLLEGE, GONDA & TECH SATYAM YOGA INSTITUTE, BAHRAICH would like to introduce skill based educational programme and to teach the syllabus of courses for two semesters as prescribed by Shri Lal Bahadur Shashtri Degree College which are as follows:-



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Name of the Courses:-

Sl. No.	Course Code	Name of Skill Based Course	Duration in Each Semester	Training fees/ other fees
1.	I 01	Certificate Course in Yoga	Credit Score- 03 (Theory and Practical)	500/- per semester
2.	I 02	Certificate Course in Yoga Therapy	Credit Score- 03 (Theory and Practical)	500/- per semester
3.	I 03	Certificate Course in Physical Fitness and Gym Trainer	Credit Score- 03 (Theory and Practical)	500/- per semester
4.	I 04	Certificate Course in Computer Applications	Credit Score- 03 (Theory and Practical)	500/- per semester
5.	I 05	Certificate Course in Web Designing	Credit Score- 03 (Theory and Practical)	500/- per semester
6.	I 06	Certificate Course in Information Technology	Credit Score- 03 (Theory and Practical)	500/- per semester
7.	I 07	Certificate Course in Accounting And Auditing	Credit Score- 03 (Theory and Practical)	500/- per semester



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the 'MoU') is signed on the SIXTEENTH DAY OF AUGUST Two Thousand Twenty One (16/08/2021) for 5 years, by and between

SHRI LAL BAHADUR SHASHTRI DEGREE COLLEGE, GONDA, U.P. THE FIRST PARTY represented herein by its **PRINCIPAL** (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

TECH SATYAM YOGA INSTIUTE, BAHRAICH under U.P Govt. Registration No.-UDYAM-UP-10-0001949, THE SECOND PARTY, and represented herein by its **EXECUTIVE DIRECTOR**, (hereinafter referred to as "Second Party", 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')

WHEREAS:

i. First Party is a Higher Educational Institution named:

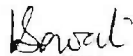
SHRI LAL BAHADUR SHASHTRI DEGREE COLLEGE GONDA U. P.
(NAAC Accredited "B" Grade) affiliated to **Dr. R.M.L AWADH UNIVERSITY, AYODHYA** included under Section 2(f) and declared fit to receive central assistance (UGC grant) under section 12 (B) of UGC Act, 1956 as per approved pattern of assistance under various schemes.

ii. **TECH SATYAM YOGA INSTITUTE, BAHRAICH, under U.P Govt. Registration No.-UDYAM-UP-10-0001949**, the Second Party is engaged in imparting, Skill Development Educational Services.

iii. 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.

iv. The Parties intent to co-operate and focus their efforts on cooperation within area of Skill Based Training, Education.

v. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.



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vi. The understanding and agreement outlined in this MoU between the parties may be renewed in writing after the end of academic year 2021-2022; if both the parties mutually agreed to it.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH IN THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CO-OPERATION

CLAUSE- 1

- 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 guidance of the intellectual capabilities of the faculty of First Party, providing significant inputs to them in developing suitable teaching / training systems and 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 here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

SCOPE OF THE MoU

CLAUSE- 2

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry skill. 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 **Curriculum Design:** First Party will give valuable inputs to the Second Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.



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- 2.3 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gaps and make them industry ready.
- 2.4 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements as per the syllabus of the course/courses mutually decided in this MoU.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein.
- 2.6 The fee structure of each semester commitment is attached with this MoU on the part of the **TECH SATYAM YOGA INSTITUTE, BAHRAICH, under U.P Govt. Registration No.-UDYAM-UP-10-0001949 to SHRI LAL BAHADUR SHASHTRI DEGREE COLLEGE, GONDA U. P.** (the First Party) to take up any programme mentioned in the MoU.

INTELLECTUAL PROPERTY

CLAUSE- 3

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppels 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, copyrights and designs) of the other Party.

VALIDITY

CLAUSE- 4

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **TECH SATYAM YOGA INSTITUTE, BAHRAICH, under U.P Govt. Registration No.-UDYAM-UP-10-0001949** the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner**, the Second Party after termination of this Agreement by way of communication, correspondence etc. shall not be construed as an extension of this MoU.
- 4.2 Both Parties may terminate this MoU upon 90 calendar days notice in writing. In the event of Termination, both parties have to discharge their obligation mutually decided.



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RELATIONSHIP BETWEEN THE PARTIES

CLAUSE 5

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 authorized to use the other Party's name in anyway, 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.

DISPUTES AND ARBITRATION:-

Any dispute between First Party and Second Party on any matter that has relevance to the smooth and effective implementation of the MoU shall be settled through mutual discussions. In case either party is unwilling to settle the dispute through negotiation, either party may submit such a dispute or disagreement through litigation at the local district court of Bahraich. During the period of settling the disputes or disagreement, both the parties shall continue to abide by and perform the mentioned duties and obligation mutually decided in this MoU.

AGREED:

SHRI LAL BAHADUR SHASHTRI DEGREE COLLEGE GONDA

Authorized Signatory

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**TECH SATYAM YOGA INSTITUTE, BAHRAICH, under U.P Govt. Registration No.-
UDYAM-UP-10-0001949**

Authorized Signatory



SHRI LAL BAHADUR SHASHTRI DEGREE COLLEGE GONDA	TECH SATYAM YOGA INSTITUTE, BAHRAICH
Gonda (UP) -271003	Bahraich (U. P.) -271801
05262-232994	Mobile No. 8317068768
E-mail- principalbsdc@gmail.com	E-mails- techsatyamofficial@gmail.com
Web- www.lbsdc.org.in	Web- www.techsatyam.co.in

Witness1:

Witness2: