

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Invertis University Bareilly

&

Brindavan Beverages Private Limited, Bareilly

FOR

SKILL DEVELOPMENT, R&D SERVICES, OJT, PLACEMENT

: MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 27th February, 2019, by and between Invertis University, Bareilly, as first party represented herein by its registrar, Mr Santosh Kumar and Brindavan Beverages Private Limited, Bareilly as second party, and represented herein by its..... *SA: Executive - HR, Anjali Gupta*

WHEREAS:

- A) First Party is a Higher Educational Institution named: Invertis University, Bareilly
- 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 Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Brindavan Beverages Private Limited, Bareilly, the Second Party is engaged in Business, of Manufacturer of Coca Cola cold drink, plastic bottle caps & Pli forms in Bareilly.
- F) Brindavan Beverages Private Limited, Bareilly, the Second Party is promoted by *Mr. S. N. Ladhani* Address of the Company- Plot No. 54-58, Near Police Station, Parskhera, Bareilly-243502, Uttar Pradesh, India

Santosh

Anjali

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 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 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 **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.

Santosh

Ajay

- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the Industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Training and Development:** Both Parties have agreed to carry out the joint research activities in the fields of biotechnology, food technology, management Skills and technical know how
- 2.5 **Skill Development Programs:** First Party to train the employees of second Party on the emerging technologies and managerial skills in order to bridge the skill gap and make them more productive
- 2.6 **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.
- 2.7 **OJT, Internship and Placement of Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements

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

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, 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 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

Santosh

Arjun

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Invertis University, Bareilly** and **Brindavan Beverages Private Limited, Bareilly** 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.

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 First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bareilly.

AGREED:

Santosh
 Registrar
Invertis University
 First Party **Bareilly**
 For Invertis University, Bareilly
 Authorized Signatory with Seal


 Second Party
 For Brindavan Beverages Private Limited, Bareilly
 Authorized Signatory with Seal

Name of Institution Invertis University, Bareilly	Name of Company Brindavan Beverages Private Limited, Bareilly
Address: Bareilly-Lucknow NH-24, Near Transport Nagar, Bareilly	Address- Plot No. 54-58, Near Police Station, Parskhera, Bareilly-243502
Contact Details: 9690017906	Contact Details 7088002943
E-mails: registrar @invertis.org	E-mails hr@coacelabareilly.com
Web: www.invertisuniversity.ac.in	Web: —

Witness-1 *Santosh*

Witness-2 *[Signature]*

Witness-3 *[Signature]*

Witness-4 *[Signature]*