

राजस्थान RAJASTHAN

AS 609216

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein called as the 'MOU') is entered into on this the Nineteenth Day of July - Two thousand Nineteen (19-07-2019), by and between

ST. XAVIER'S COLLEGE, HATHROI FORT ROAD, GOPALBARI, JAIPUR, RAJASTHAN-302001, THE FIRST PARTY represented herein by its Principal (herein referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administration and assigns).

AND

GRRAS SOLUTIONS PVT. LTD., GIP, 219, HIMMAT NAGAR, BEHIND KIRAN SWEETS, GOPALPURA TURN, TONK ROAD, JAIPUR, RAJASTHAN 302015, THE SECOND PARTY represented herein by its Founder & Director (herein referred to as 'Second Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administration and assigns).

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Kayti Sarbmat

[Signature]
Principal
St. Xavier's College
Hathro: Fert Road, Jaipur

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बजराम देवा
 ला0 स्टाम्प विक्री की
 सिविल कोर्ट परिसर
 बनीपार्क, जयपुर
 ला0 नं० 30/2004

राजस्थान स्टाम्प अधिनियम 1998 में	
अन्तर्गत स्टाम्प राशि पर प्रभाविता अधिभार	
1. आधारभूत आवश्यक सुविधाओं हेतु	10/-
(धारा 3-क) 10% रुपये	
2. गांव और जलक्री नल्ल के संरक्षण हेतु	10/-
(धारा 3-ख) 10% रुपये	
कुल योग	20/-
हस्ताक्षर स्टाम्प केन्द्र	

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(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

A) First Party is a Higher Educational Institution named:

ST. XAVIER'S COLLEGE, JAIPUR

B) First Party and 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 Red Hat Certified System Administrator Program.

D) Both parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) **Grras Solutions Pvt. Ltd.**, the second party is an Information and Technology guidance business corporation which specializes in the domain of Red Hat Linux training, in-house training, industrial/internship training, online learning and corporate training and are the authorized and renowned partner of Red Hat since 2008, and from last 10 years, holds special badge of honor for proving excellent business and learning facilities across India. It is currently branched out in Jaipur, Ahmedabad, Indore, Pune, Nagpur, HimmatNagar, Nasik and Gurgaon. It also has a registered office in Reston VA, USA for online training programs.

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

Kavi Sasmal

SP
Principal
St. Xavier's College
Hathro: Fert Road, Jaipur

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's co-operation will facilitate effective utilization of the intellectual capabilities of the trainer of Second Party providing significant inputs to the students through suitable teaching/training systems, keeping in mind the needs of the IT industry.
- 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 and deeds as may be required to give effect to the actions contemplated in terms of this MOU. 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 **Red Hat Certified System Administrator Program:** Second Party to train the students of First Party on the Red Hat Certified System Administrator Program in order to bridge the skill gap and make them IT industry ready.
- 2.3 The second party will provide a trainer for the purpose of conducting Red Hat Certified System Administrator Program at the campus of first party.
- 2.4 **Duration of the Program:** Duration of the program will be six months, with minimum of 30 teaching hours, and as per the UGC guidelines for certificate course.
- 2.5 **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.

Kavii Samrat


Principal
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Red Hat

- 2.6 **Placement of Trained Students:** Second Party will provide the placement opportunities or internships to the students of the First party.
- 2.7 No student of the first party would be entertained by the second party, for the same program outside the campus, during this tenure.
- 2.8 The Second Party would be responsible to conduct few mock tests and a College Level Examination at the end of the course for the purpose of grading and certification of the students at College level.
- 2.9 The Second Party would be responsible to conduct the Professional Red Hat Certified Engineer Certificate Examination at their own Centre. The examination results and records are to be forwarded to the First Party.
- 2.10 The trainer provided by the Second Party must be regular, punctual and should follow the code of conduct of the college during the program.
- 2.11 The first party will pay the nominal discounted fees for the course as per the mutual agreement of both the parties, i.e. i.e. Rupees Four Thousand per student. First Party will pay fifty percent of the total fees amount in the first week of the program and the remaining fifty percent will be paid at the end of the program.
- 2.12 Both parties to obtain approvals, consents, permissions, and licenses of whatever nature required for offering the program on the terms specified herein.

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.

Kavii Sarin


Principal
St. Xavier's College
Hathro: Fert Road, Jaipur

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

- 4.1 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 any way, to make any representations or create any obligations 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 5

VALIDITY

- 5.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Grras Solutions Pvt. Ltd.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU.
- 5.2 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.

First Party

Second 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 Office of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Jaipur**.

— Tanvi Sarbmal —

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Principal
St. Xavier's College
Hathia: Fert Road, Jaipur

This agreement shall be in force and effective for a period of one year with effective from (Date). 19.10.2019 and may be renewed further on such terms and conditions as may be mutually agreed between the Organization and the College.

AGREED:

For St. Xavier's College, Jaipur

For Grras Solutions Pvt. Ltd., Jaipur

Authorized Signatory

Authorized Signatory

Dr. Sheila Rai

Mr. Ravi Sarswat


Principal, St. Xavier's College, Jaipur

Founder & Director, Grras Solutions Pvt. Ltd., Jaipur

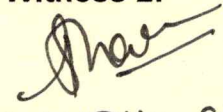
St. Xavier's College
Hathroi Fort Road, Jaipur

St. Xavier's College, Jaipur	Grras Solutions Pvt. Ltd., Jaipur
Address: Hathroi Fort Road, C-Scheme, Jaipur Rajasthan - 302001	Address: GIP 219, Himmat Nagar, Behind Kiran Sweets, Gopalpura Turn, Tonk Road, Jaipur, Rajasthan -302018
Contact Details: 0141-2370296/2371290	Contact Details: 9001997175
E-mail: office@stxaversjaipur.org	E-mail: ravi.sarswat@grras.com
Website: http://www.stxaversjaipur.in	Website: http://www.grras.com

Witness 1:


Vaishali Singh
HOD, CS
St. Xavier's College, Jaipur

Witness 2:


DR. MADHU SHARMA
ASSISTANT PROFESSOR,
ST. XAVIER'S COLLEGE, JAIPUR.