

## Memorandum of Understanding ("MoU")

This MoU is between Zenith Education Solutions Private Limited, an Indian company with its registered office at 207, 1<sup>st</sup> Floor, Sainik Vihar, Pitam Pura, Delhi – 110034, India (hereafter referred to as "**ZENITH**") and ABES Institute of Technology, NE-3, Near Crossing Republik, Ghaziabad, Uttar Pradesh 201009, India (hereafter referred to as "**ABESIT**") for the purpose of imparting the training to the students of the college.

(Hereinafter referred to, collectively, as the "Parties" and, individually, as a "Party")

**NOW, THEREFORE**, the Parties wish to set forth their principal mutual understanding regarding the matters set out above.

### 1. Nature of Relationship

This MoU is for collaboration between the two parties, for mutual benefit, for the purposes set out in each Statement of Work ("**SOW**") for imparting the training to the students nominated by the college.

This MoU shall be valid for 1 year from the date of signing and each party shall be at full liberty to terminate the collaboration, with a notice period of 1 month.

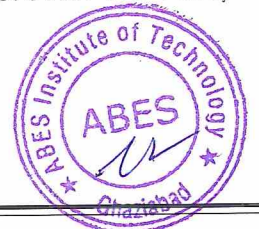
Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.

ZENITH shall provide ABESIT with the training services and support materials in accordance with each **SOW** provided by ABESIT during the period of the contract. ABESIT shall use these as per ZENITH guidelines. ABESIT will provide infrastructure for conducting classes and other facilities required for the training.

### 2. Mutual obligation

This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or any claim.

Each party shall meet the expenses between them as mutually agreed. Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, 'without prior approval. No Party



shall acquire any right in' the other Party Intellectual Property pertaining to any information disclosed by the Party pursuant to this MoU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing such Intellectual Property. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties' shall indemnify the other for breach of this clause.

Both parties shall maintain confidentiality about any information, course material, plans, discussions, strategies or any material which shall be deemed to be confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.

### **3. Limitation of Liability, Warranties and Non- Solicitation**

Each party shall ensure that the other is not put to any liability for any act of the respective party. Neither party shall be liable towards the other for any losses or damages under this MoU whether direct, special, indirect, incidental, consequential (including loss of profit), exemplary or punitive damages whether in contract, tort or other theories of law, and even if such other party has been advised of the possibility of such damages, nor for any loss of profit or revenue, or loss of goodwill or reputation.

Each party represents that they have the full power and authority to enter into this MoU in general. The parties hereby excludes all warranties, whether express, implied or by operation of law, course of dealing, trade usage, representation statement or otherwise, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

### **4. Quality**

ZENITH will offer the best possible quality training for the purpose set out earlier. ABESIT will have full authority to take regular feedback from students regarding the quality of training imparted. At the end of the course ZENITH can take the feedback from all the participants of the training and if such feedback is taken then it will be shared with ABESIT.

### **5. General**

Both parties will designate a representative from its side who will be the primary contact on behalf of that party.

Both the parties agree that ZENITH does not guarantee any number of final selections in the recruitment process based on the training provided by ZENITH.



This MOU shall be construed and governed by Indian law and shall be subject to exclusive jurisdiction of courts at Delhi.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

**For Zenith Education Solutions Pvt. Ltd.**

Name: Jitesh Vohra

Designation: Director

Date: 30 August 2024

Place: Delhi



**For ABESIT**

Name:

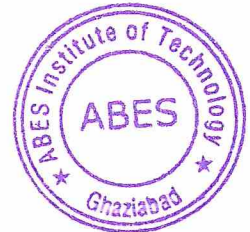
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Designation: **Prof. (Dr.) M.K. Jha**

Date:

**DIRECTOR  
ABES Institute of Technology  
Ghaziabad**

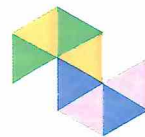
Place:



Signature

A handwritten signature in blue ink, appearing to be "M.K. Jha".





## Statement of Work ("SOW")

### PURPOSE / SCOPE OF THE SOW

1. Training the B.Tech 7<sup>th</sup> semester students on various topics (Logical reasoning, quantitative, verbal reasoning) of campus placement training for purpose of recruitment placement tests.
2. Training the MCA 3<sup>rd</sup> semester students on various topics (Logical reasoning, Quantitative, Verbal reasoning) of campus placement training for purpose of recruitment placement tests.
3. ABESIT will provide the classrooms with necessary infrastructure.
4. Zenith will provide the handouts and other printed material required for the training to all the participants.

### COST OF THE TRAINING PROGRAM

- The cost of the training will be Rs. 1700/- per student for the training of 72 hours.
- The cost includes the cost of: -
  - Printed class handouts for each participant
  - Test Papers (Pre/Post/Daily Class Test)
  - Online practice support for each participant
  - Online testing for each participant
  - Commuting charges for the trainers
- There will be GST @ 18% as per the Government rules.

### ADDITIONAL/COMPLIMENTARY BENEFITS

- Printed books for each participant.
- Additional session for top/mass recruiters for participants.
- These recruiters will be notified by ABESIT.
- Online tests on each Saturday for all the participants.

#### For Zenith Education Solutions Pvt. Ltd.

Name: Jitesh Vohra

Designation: Director

Date: 30 August 2024

Place: Delhi



Signature

#### For ABESIT

Name:

M.K. Jha Prof. (Dr.) M.K. JHA

Designation:

Director DIRECTOR  
ABES Institute of Technology  
Ghaziabad

Date:

30 Aug / 2024

Place:

Ghaziabad

Signature

