தமிழ்நாடு तमिलनाडु TAMIL NADU 25 JUL 2023 30AC 702324

S.GOVINDARAJ, S.V.,
No.46, HEBER ROAD,
CANTONMENT,TRICHY-1
L.No.04/2021/TRY
Ph: 94435-44733

Memorandum of Understanding (MoU)

Between

J.J. College of Engineering and Technology

and

Wayspire Ed-Tech Pvt. Ltd.

Sept 28, 2023

MEMORANDUM OF UNDERSTANDING

This AGREEMENT is made and entered into on **6th December 2023** between J.J. College of Engineering and Technology, Trichy (hereinafter referred to as the "INSTITUTION" which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns of the first party.

and

Wayspire Ed-Tech Private Limited (WAYSPIRE)- a company registered in India under the Indian Companies Act 2013 and having its registered office at LGF- 225, Phase - IV, Udyog Vihar, Sector - 18, Gurugram, Haryana – 122001 (hereinafter referred to as "COMPANY" which expression, unless repugnant to the text or context thereof, shall include its successors and permitted assigns of the Second party.

1. Deliverables to the Institution:
    - Company will become the "Training & Placement Partner" of the Institution.
    - Institution's Logo Integration on Website landing page and promotion on Instagram, LinkedIn, Facebook and other platforms.
    - Providing Training and Internship Programs at a discounted rate for all the students of the Institution.
    - Conducting Webinars, Seminars and free Workshops for the students of the Institution as and when desired by the COMPANY in concurrence with the Institution.
    - Company will conduct regular Campus Placement drives at the Institution for current and Alumni students as per the need of the company.

2. Deliverables to the Company:
    - Promoting Company as the "Training & Placement Partner" on the website and other Social media platforms.
    - Help the Company conduct webinars, seminars and workshops at the Institution.
    - Company's Logo Integration on website and other platforms as Training and Placement Partner.
    - Help the Company in conducting Placement drives and promote Company's Training and Internship programs.

3. Confidentiality:
    - Any information, whether written, oral, or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential.
    - Either Party may disclose the general terms of this Agreement (but not the commercials or the specific details therein) for publicity subject to the condition that the Party so wishing to disclose gets the content to be published, publicized, or disclosed to be approved by the other Party.

4. Communication & Acknowledgements:
    - Any email or written request to either party must have to be acknowledged and answered by both parties within 48 Hrs. If there is any failure in 3 such instances, the MoU will lead to termination.

5. Termination of MoU:
    - Any matters deemed contentious from either party shall have to be discussed with respective representatives with a buffer time of 1 week. No response from the opposite party, even after one week shall grant the rights to the first party to issue a notice via email for cancellation of the MoU. Due to any natural calamities, any unforeseen circumstances postponing the Placement drive/Trainings will be honored by both parties. A failed response for one week for the notice shall automatically terminate the MoU on the grounds of irreconcilable differences.
    - Termination of MOU deed will be signed by Both Parties for MOU Termination.

6. Limitation of liability:
    - Neither party shall be liable to the other party for any indirect, incidental, consequential or special damages, including but not limited to loss of profits, loss of investment, loss of opportunities, loss of goodwill or reputation.

7. Force Majeure:
    - Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, pandemic,

serious accidents, war, insurrection or riots, strikes, Governmental Act, orders or restrictions, or any other cause beyond the affected parties reasonable control, provided that Sufficient notice of such occurrence or force majeure is communicated to the other party and the affected party shall do everything reasonably practicable to resume performance.

8. Miscellaneous:
   - This MoU supersedes all prior understandings, if any, between the parties concerning the subject hereof.
   - No amendments to the MOU shall be valid unless executed in writing and signed by both Parties.
   - The Institution must follow the rules and guidelines as laid down by the Company. The Operational guidelines are to be strictly followed by the Institution and its associates failing which the MoU shall be terminated, and the Institution, or its associates shall not be liable for any refund or support.
   - The company and its associates, personnel, and partners are solely permitted to raise any concern thereof to its respective Point of contact and no other person(s) are to be involved unless authorized by the Institution's team. Any due diligence of the concern above mentioned shall be the sole responsibility of the Institution team. The company and its associates are also advised to raise their concerns to the official email admin@wayspire.in & vishal.bhati@wayspire.in .
   - The Company is to respect the right of the Institution, unless or otherwise, breaches the spirit of this MoU.
   - This MoU shall be governed by and constructed in accordance with the laws of India and the courts of Gurugram shall have exclusive jurisdiction over any disputes hereunder.

Signed and delivered for and on the behalf of the Company: For WAYSPIRE EDTECH PVT. LTD. Director Authorized Signatory Name: Mr. Vishal Bhati Title/Designation: Director Authorized seal of the Company	Signed and delivered for and on the behalf of the Institution: Dr. P. MATHIYALAGAN Authorized Signatory Name: Title/Designation: PRINCIPAL J.J. COLLEGE OF ENGG. & TECH. TIRUCHIRAPPALLI-620 009. Authorized seal of the Institution

WAYSPIRE ED-TECH PVT. LTD. www.wayspire.in