

### MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

# Department of Computer Science and Engineering University Institute of Engineering and Technology SANT BABA BHAG SINGH UNIVERSITY, JALANDHAR

&

**O7** Services

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D SERVICES AND RELATED SERVICES





This Memorandum of Understanding (herein after called as the 'MOU') for vocational course (Diploma, Advanced Diploma and degree) in "IT Technologies" is entered into on this the 29th March 2022, by and between

Sant Baba Bhag Singh University, Vill. Khiala represented herein by its \_\_\_\_\_\_ (hereinafter referred as 'First Party', the institution whose expression, unless excluded by or repugnant to the subject or context shall include its successors- in- office, administrators and assigns).

#### AND

**O7 Services, Jalandhar**, and represented herein by **Mr. Anoop Sharma** (hereinafter referred to as **"Second Party"**, company whose expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrator and assigns).

(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:(i) Sant Baba Bhag Singh University

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- 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 intend to cooperate and focus their efforts on cooperation within the 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) O7 Services, the Second Party is engaged in Business, Skill Development, Education, Training and R&D Services in the fields in the domain of IT/ITes Sector skill council mainly Web and app development, Software Development, Graphic Designing and System administration and related fields.
- F) O7 Services is an ISO 9001:2015 and MSME PB10D0011152 Certified Company. The Company is a pioneering enterprise excelling, expanding and evolving in technology and digital solutions. O7 Services is blessed with fully trained staff and they have imparted learning to thousands of students & entrepreneurs so far. Basically, they deal in Web Development, Mobile Development, Custom Software, Designing, Hosting services, Digital Marketing, Registration of Domain Names with the various latest extensions, Internet and Social Media Marketing, Search Engine



**Optimization (SEO), Pay Per Click (PPC) Management** and provide the most advanced IT solutions, supporting full business cycle: preliminary consulting, system development & deployment, quality assurance and 24×7 supports. Apart from this, O7 Services also provides 6 Weeks/ 6 Months Industrial Training, Project Based Training, Corporate Training and Job Oriented Courses Training to the candidates on all major IT Courses

The company aims to create progressive benchmarks with consistency to evolve the best quality, efficiency and result oriented solutions, products and services. World class environment, stateof-the-art infrastructure, latest training technologies, well qualified and trained staff, management and co-operation are some of the key pillars which enquire for high quality of training. No wonder the company Certificate commands a premium value in the IT sector.

G) O7 Services has two branches. The Head Office is located at- 2<sup>nd</sup> Floor Badwal Complex, Near Narinder Cinema, Bus Stand Jalandhar and the Branch Office is located at- 1<sup>st</sup> Floor, Gogia Complex, Near Ramgarhia Chowk, Hoshiarpur.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1**

#### **CO-OPERATION**

- 1.1 Both Parties are united by common interest 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 the 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 action contemplated in terms of this MoU. In terms 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.



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### SCOPE OF THE MoU

- 2.1 The budding graduates from intuition 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.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into 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 be involved 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/ Industrials Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of SOFTWARE DEVELOPMENT, SYSTEM ADMINISTRATION, IT SERVICES etc.

2.5 **Skill Development Programs**: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party of the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available.

2.8 **Placement of Trained 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 facilitate placements for at least 60% of the students. The Seconds Party will itself absorb at least **10% of** the trained students.

- 2.9 Both Parties obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.10 There is no financial commitment on the part of the Sant Baba Bhag Singh University, Vill. Khiala,





the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

# CLAUSE 3

### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party and 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.

## **CLAUSE 4**

### VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period O7 Services, 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 of O7 Services, 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 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

#### **CLAUSE 5**

# RELATIONSHIP BETWEEN THE PARTIES

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 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 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 the District Head Quarter of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Name of City.

Authorized Signatory

Sant Baba Bhag Singh University

Village Khiala P.O. Padhiana,

Jalandhar, Pin-144402 +91 Registraf Email: Sant Baba Bhag Singh University Email: Sant Baba Bhag Singh University Website: Vill-Khiala, Jalandhar-144030



2nd Floor Badwal Complex, Near Narinder Cinema, Bus Stand, Jalandhar, PIN- 144001 +91-9501999044, 0181-5015007 Email: Enguiry@o7services.com, o7services.jal@gmail.com Website: www.o7services.com

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