



blubook

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

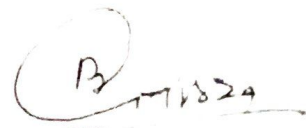
BLUBOOK SOLUTIONS PVT. LIMITED

**3RD FLOOR, 330 B, SECTOR 8, BAGDOLLA,
DWARKA, DELHI, SOUTH WEST DELHI, DELHI,
INDIA, 110077**

AND

**KHWAJA MOINUDDIN CHISHTI LANGUAGE
UNIVERSITY, SITAPUR – HARDOI BYPASS ROAD,
LUCKNOW**

(U.P. STATE GOVERNMENT UNIVERSITY)



24-6-2022

Rs. 100

ONE

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HUNDRED RUPEES

INDIA

INDIA NON JUDICIAL

MEMORANDUM OF UNDERSTANDING

FP 845742

PREAMBLE

The primary objective of this Memorandum of Understanding between BluBook Solutions Pvt. Ltd. And Khwaja Moinuddin Chishti Language University is to create a means of cooperation between the two entities to conduct Employment Skill Development Program (E SP Program) for the students of B.Tech., BCA and MCA to provide them with employment relevant training, internship opportunities and placements.

ARTICLE I – INTRODUCTION OF PARTICIPANTS

1. PARTIES

This Memorandum of Understanding ("MOU") is entered into on 24-6-2022 ("Effective Date"), by and between:

Khwaja Moinuddin Chishti Language University, Uttar Pradesh having its registered office at Administrative Block, Khwaja Moinuddin Chishti Language University, Sadapur, Hardoi Bypass Road, Lucknow - 226013 Uttar Pradesh, India, and hereinafter unless the context otherwise requires be referred to as "KMCLU"

AND

BluBook Solutions Pvt. Ltd. and a company incorporated under the provisions of the Companies Act, 1956 and having its registered office 3rd Floor, 330 B, Sector 8, Badli, Dwarka, Delhi South West Delhi, Delhi, India, 110077 and hereinafter unless the context otherwise requires be referred to as "BBSPL."

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ARTICLE II – PURPOSE OF AGREEMENT

2. WHEREAS:

WHEREAS BBSPL is running an “Employable Skill Development” program (hereinafter referred as ‘**ESD Program**’) through its management board which is independently driven by an appointed ‘Program Lead’

WHEREAS KMCLU with a view to provide job-oriented training in parallel to university curriculum to its students for the benefit of large sections of society, offering a wide range of programs.

WHEREAS ESD Program is free of cost program for the students pursuing graduate and undergraduate programs and detail of the ESD Program is covered in this document.

WHEREAS KMCLU and BBSPL agree that all discussions between KMCLU and BBSPL are non-binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

WHEREAS KMCLU and BBSPL agree that all cost & expenses will be borne by BBSPL which is incurred under the ESD Program, and BBSPL will not demand any kind of money in any form from KMCLU and or its students.

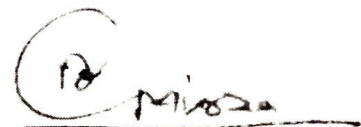
WHEREAS BBSPL anticipates that KMCLU will elect to engage BBSPL as the primary and preferred training provider and for job-oriented training program.

2.1 DEFINITIONS

“KMCLU” hereby refers to Khwaja Moinuddin Chishti Language University.

“Faculty” hereby refers to Faculty Staff of KMCLU.

“Students” hereby refers to all the students of KMCLU.


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ARTICLE III – SCOPE OF ACTIVITIES

3. ROLES AND RESPONSIBILITIES

The proposed roles and responsibilities of the parties in connection with this proposed relationship are described as under:

3.1 BBSPL Responsibilities via ESD Program

- To provide insight of the ESD Program to Students and Faculty
- To engage its personnel to deliver courses under ESD Program
- Provide Free of Cost Training to Graduate Students as per ESD Program
- Provide Training by Skilled Trainers and Experienced Industry Experts
- Provide the Participation/Training completion certificates for all students who have successfully completed the course
- Provide fair assessment of individual students to make them aware of their position in their respective career options
- Provide opportunity for Paid Internship to students after completing the training course as per ESD Program
- Provide Full Time Job Option to students with Industry Giants; after completing the Degree.
- Students' progress review meeting with KMCLU management at end of Basic & Advanced Training milestones
- Strengthening ICT capacity of the teachers through Faculty Training Programme.

3.2 KMCLU Responsibilities

- Provide permission to BBSPL to conduct the ESD Program for the KMCLU Students

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• Minimize B.Tech, BCA & MCA students of KMCLU for the ESD Program

• Arrange ESD Program awareness presentation in KMCLU Campus

• Provide necessary permission to students to go through Basic and Advance Training of ESD Program

• Provide necessary permissions to students to go through paid internship under the ESD Program

• Appoint a SPOC for the ESD Program with whom ESD Program team may coordinate for various activities and conduct review meeting.

• The faculty members of KMCLU may be engaged in consultancy activities of BBSPL. The consultancy will be governed by the Consultancy Policy of KMCLU.

3.3. Stages of the ESD Program

1. Enrollment

- Student will Enroll for the ESD Program.
- Post basic screening, student will get the admission in the program

2. Basic Training

- 30 Days Basic Training will be provided in batches
- Upto 30 students in one batch
- Online Classes will be performed
- An assessment will be done at the end

- 45 to 60 Days Advance Training will be provided
- Upto 20 students in one batch
- Online Classes will be performed
- Real world projects
- An assessment will be done at the end

4. Internship

- Internship option for Advance Training qualifying students till end of Degree
- Rs 6,000 to 12,000 monthly stipend based on the assessment results
- Opportunity to work on live project with bonus for good work
- Become Engineering Professional from Engineering Graduate

- Join the corporate as a full time employment
- Start getting Salary of a Professional (instead of a fresher) and other employee benefits like PF, Health Insurance, Gratuity etc.

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ARTICLE IV – DURATION OF MOU

4. DURATION


The MOU shall be effective from the date of signing, and shall be valid for a term of five (5) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

ARTICLE V – TERMS AND CONDITIONS

5. TERMS AND CONDITIONS

- KMCLU hereby agrees and undertakes to perform its obligations under this MoU including the activities as described.
- All the services being provided by BBSPL to KMCLU under the ESD Program will be free of any cost to KMCLU.
- All expenses which are incurred to run the ESD Program will be borne by BBSPL.
- The MOU shall only govern the provision of services provided under the ESD Program, a program governed by BBSPL to KMCLU.
- The MOU is non-binding on KMCLU and BBSPL and the ESD Program Team.
- Any software required, except the laptop/desktop for the students, to run the ESD Program will be provided by the ESD Program.
- All classes under the ESD Program will be conducted online and if there is any need to conduct offline classes, then KMCLU facility will be utilized for the same.

6. BREACH OF MOU


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In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach and shall entitle such other party to rescind this MOU for material breach.

5.2 Termination

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate the MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information.


Indemnification and Liability

5.3. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third-party claims against the other (except as specifically admitted by paragraph 2 below) whatsoever.

ARTICLE VI - ARBITRATION

6. ARBITRATION


24.6.2022

And all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to the Vice Chancellor of KMCTU and Program Lead, USD Program of BBSPI for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Status of any such arbitration shall be Lucknow, U.P. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

6.1. GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

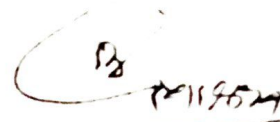
Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

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provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt. KMCLU shall maintain at all times, a one-point contact for the ESD Program being conducted. Any change in the contacts below will be notified to Program Lead of ESD Program.


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ARTICLE VII - SIGNATURE

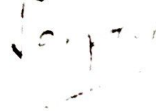
7. IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

For Khwaja Moinuddin Chishti

Language University

Name: ...Sangay Kumar.....

Designation: ...Registrar K.M.C.U

Signature: 

For BluBook Solutions Pvt. Ltd.

Name: Bal Govind Mishra 24-6-2022

Designation: Program Lead. FSD

Program

Signature: 

WITNESSES:

1.

Name: ...Prof...Sangeer Kumar Trivedi

Contact: ...7905028235.....

Signature: 

2.

Name: ...Dr...Suman Kumar Mishra

Contact: ...7652895966.....

Signature: 