



# **MEMORANDUM OF UNDERSTANDING**

*Between*

**KHWAJA MOINUDDIN CHISHTI  
LANGUAGE UNIVERSITY, LUCKNOW**

**AND**

**DIGITALEDU IT SOLUTIONS PVT. LTD**

# MEMORANDUM OF UNDERSTANDING

Between

**Khwaja Moinuddin Chishti Language  
University, Lucknow  
and  
DigitalEdu IT Solutions Pvt Ltd**

Khwaja Moinuddin Chishti Language University, Lucknow ( hereafter referred to as KMCLU) and DigitalEdu IT Solutions Pvt Ltd, Pune (hereinafter referred to as "DigitalEdu", which expression shall unless it is repugnant or contrary to the context or meaning thereof, mean and include its successors and assigns) herewith sign a memorandum of understanding on 29-05-2023 which reads as follows:

KMCLU & DigitalEdu shall hereinafter jointly be referred to as "Parties" and individually as a "Party"

## **PREAMBLE:**

The Primary objective of this Memorandum of Understanding between Khwaja Moinuddin Chishti Language University, Lucknow and DigitalEdu IT Solutions Pvt Ltd, is to create a means of cooperation between the two entities, subject to the terms of this MoU and the laws, regulations, rules, and national policies as may be applicable in the duration of the agreement. It shall endeavor to strengthen, promote and develop academic, social, and skilling cooperation between the Parties on the basis of equality, mutual benefit, and the public good.

## **ARTICLE 1: INTRODUCTION OF PARTICIPANTS**

Khwaja Moinuddin Chishti Language University, Lucknow, WHEREAS KMCLU is a State University established under the Uttar Pradesh Arabi Farsi Universities Act 2009 (U.P. Act No. 12 of 2009). The University aims to achieve excellence in language, research, and innovation that supports the students in becoming productive, responsible, ethical, creative, and compassionate members of society. The University is planning to have NAAC Accreditation.

DigitalEdu IT Solutions Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 2013 in force in India, has its Registered and its Corporate Office at 3rd Floor, Shripathi Heights, CDC Purnanagar, Chinchwad, Pune 411019.

DigitalEdu is a leading IT services/software company building, enhancing, and deploying next-gen software solutions & services for educational organizations. DigitalEdu has offices in 3 locations Pune, Mumbai, and Nashik in Maharashtra, India. DigitalEdu work on Cloud, Database, Mobile, AI, ML, IoT, and RFID technologies for automating processes at Universities, Colleges, Schools, Chains & Trusts.



*[Handwritten signature]*

*[Handwritten initials]*

## ARTICLE 2: AREAS OF COOPERATION

2.1 Both parties agree to establish process automation to improve Governance, Administration and Management at KMCLU by deploying the latest technologies like IoT, AI & ML for implementation of OBE & E Software in the Academic Department of Business Administration, to achieve the following goals of the University:

- a. Complete Transformation to Digital-Cloud related to OBE
- b. Standardization of OBE processes all across the university
- c. Adoption of local best practices at each department
- d. Establish process maturity in Exam administration
- e. Transforming Next-Gen Examination Practices
- f. Simplifying Learning Outcome Evaluation
- g. Phase-wise Execution and Change Management
- h. Training, Association & Feedback to Top Management

## ARTICLE 3: FINANCIAL ARRANGEMENTS

3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.

3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding

## ARTICLE 4: EFFECTIVE DATE AND DURATION OF MOU

4.1 This MoU shall become effective from the date of signatures of both parties, or if the dates vary, then the date of the later signature.

4.2 The MoU will be valid for a period of three year from the date of signature.

4.3 This MoU may be extended with the written consent of both parties.

## ARTICLE 5: CONFIDENTIALITY

During the tenure of the MoU and afterward, unless both parties permit the disclosure, both parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged or entered or generated; under the scope of projects covered under this MoU.

## ARTICLE 6: AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification shall be effective from the date on which they are made unless otherwise agreed to.



A large, stylized handwritten signature in black ink.

A handwritten signature in blue ink, possibly reading "ADY".

#### **ARTICLE 7: FORCE MAJEURE**

Both parties shall have no liability in respect of any delay in carrying of the activities or failure to carry out the activities under this MoU caused due to any acts of the government, or any circumstances outside the reasonable control of the parties hereto.

#### **ARTICLE 8: NON-BINDING NATURE OF THIS MOU**

The MOU is not binding on either Party and each is working with the other out of sheer goodwill and for mutual benefit.

#### **ARTICLE 9: DISPUTE RESOLUTION**

All disputes and differences concerning the validity, scope, meaning interpretation or effect of this MoU or any dispute or disagreement between the parties for any matter relating to this memorandum, Registrar KMCLU and Director, DigitalEdu will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case of any dispute which cannot be settled by mutual discussion, an arbitrator may be appointed by each party.

#### **ARTICLE 10: TERMINATION**

This Memorandum of Understanding may be terminated by either party with a minimum of Thirty (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

#### **ARTICLE 11: LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of this the possibility of such damages.

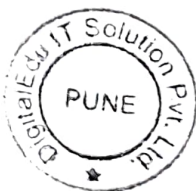
#### **ARTICLE 12: COORDINATORS**

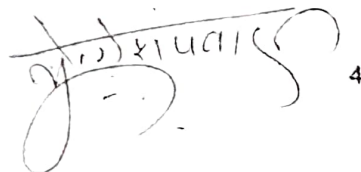
All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be Dr. Doa Naqvi, Assistant Professor, Dept. of Business Administration and at DigitalEdu IT Solutions Pvt Ltd the coordinator will be Mr. Yogesh Pawar. Both Parties shall notify their counterparts in case a new person is named to their position.

#### **ARTICLE 13: NON-SOLICITATION**

During the term of this MOU and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit solicit, or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MOU.

#### **ARTICLE 14: SIGNATORIES**



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**KMCLU's Designated Contact:**

Name: Mr. Ajay Krishna Yadav

Title: Registrar

Legal Entity: Khwaja Moinuddin Chishti  
Language University

Email: reg@kmclu.ac.in

Sign and Stamp:



KHWAJA MOINUDDIN CHISHTI  
LANGUAGE UNIVERSITY  
GATEWAY

**DigitalEdu's Designated Contact**

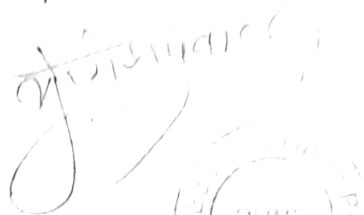

Name: Mr. Yogesh Pawar

Title: Director (DIN 06623882)

Legal Entity: DigitalEdu IT Solution Pvt. Ltd.

Email: contact@digitaledu.net

Sign and Stamp:

**Witnesses:**

1. ....



**Witnesses:**

1. ....

