



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**KM University**

15 KM Stone Sonkh Road, Mathura – 281123, Uttar Pradesh, India

**AND**

**Shiv Outsourcing**

200 B Dwarikapuri Prayagraj - Uttar Pradesh ,India

Herein KM University, Mathura be called First Party And Shiv Outsourcing will be called Second Party enter into this Memorandum of Agreement to establish a program of exchange and collaboration in areas of interest and benefit to both parties.

**1. TERMS :**

The terms between Shiv Outsourcing and KM University, Mathura are as follows:

1.1 The Company (Shiv Outsourcing ) agrees to provide the summer industrial training to the Bachelor of commerce and management students of, KM University, Mathura with this collaboration, without interruption.

1.2 The University agrees to provide laboratory facilities, KM University, Mathura by Shiv Outsourcing Prayagraj representatives and stakeholders. The Laboratory remains open on all the weekdays except for sundays throughout the year. Wherein Government holidays are excluded but summer vacations are included.

1.3 The Company agrees to provide the educational tours to the, Bachelor commerce and management students of, KM University, Mathura with this collaboration.

1.4 The Company agrees to provide the guest lecturers to the Bachelor of commerce and management students of, KM University, Mathura with this collaboration, but not more than in a year.

1.5 The Company will be under no obligation to recruit any student of the University as an outcome of this collaboration. However, the Company is free to participate in the Campus placement at their sole discretion.

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**2. INTELLECTUAL PROPERTY**

2.1 All commercial rights and designs of concepts, products and ideas co-created by the Company and the University will remain with the Company. However, the University will be equal partner in patent filings, if any.

Both the Parties acknowledge, understand and agree that the Company will own and retain all right(s), title and interest(s) in and to:

- (i) All its content, trademarks, trade secrets, copyright and other intellectual property; and;
  - (ii) everything developed or utilized by it pursuant to the Definitive Agreement.
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### **3. CONFIDENTIALITY**

The Parties hereby acknowledge, understand and agree that the terms and conditions of this MoU and the proposed Definitive Agreement, shall be considered confidential information and shall not be disclosed by them to any third party.

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### **4. TERMINATION AND EFFECT OF TERMINATION**

4.1 Upon approval by each partner, this agreement shall remain in effect for a period of five (5) years unless terminated by either partner. Such termination by one partner shall be affected by giving the other partner at least sixty (60) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate at the end of such sixty (60) days.

4.2 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

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### **5. REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

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### **6. SETTLEMENT OF DISPUTES**

6.1 The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiation between the Parties, without reference to any third party.

6.2 The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Mathura Court in India in connection with any dispute between the Parties under the MoU.

6.3 In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

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### **7. EFFECTIVE DATE AND DURATION**

The MoU shall commence from the Effective Date and shall continue for a period of Five (5) years from the Effective Date. Thereafter, both Parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon.

## 8. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU.

For the Shiv Outsourcing SPOC Name Mrs. Shivi Dubey, Managing Director , Email ID shivadvertising003@gmail.com, Contact Number +8005338528

And for KM University, the initial liaison/Single Point of Contact (SPOC) will be Dr. Shobhit Kumar Srivastava (Director Training & Placement), KM University , Email ID: tandp@kmu.edu.in, Contact Number +91 9696316497

## 9. FORCE MAJEURE

9.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention


9.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

IN WITNESS WHEREOF, this MoU has been executed between the Parties in the dates stipulated below:

For Shiv Outsourcing Prayagraj

For KM University, Mathura

  
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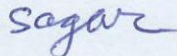
  
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Mrs. Shivi Dubey,  
Managing Director.


Dr. Shobhit Kumar Srivastava  
(Director Training & Placement)

Date:

Date:

Witness: 

Witness: 

Witness: 

Witness: 