

MEMORANDUM OF UNDERSTANDING (MoU)



TECNIA INSTITUTE OF ADVANCED STUDIES

Institutional Area, Madhuban Chowk, Rohini, New Delhi-110085

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न्याय केसरी

NYAY KESARI

1170/76, DEVA RAM PARK, TRI NAGAR, NEW DELHI-110035

RNI No. DEL/BIL/2015/66885

Email:- NYAYKESARI@GMAIL.COM

31st Day of January, 2023
New Delhi

Director
Tecnia Institute of Advanced Studies
(Affiliated to GGSIP University Delhi)
Madhuban Chowk, Rohini, Delhi-85



This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the **31st day of January, 2023,**

BETWEEN

Tecnia Institute Of Advanced Studies, O/A: Institutional Area, Madhuban Chowk, Rohini, Delhi-110085 the **First Party** represented herein by its **Dr. Ajay Kumar, Director** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

Tecnia Institute of Advanced Studies ("TIAS") is a Flagship of Tecnia Group of Institutions; one of the Premier NAAC accredited "A" Grade Institute; Approved by All India Council For Technical Education (AICTE), Ministry of Human Resource Development (MHRD), Government Of India (GoI) and Affiliated to Guru Gobind Singh Indraprastha University, Delhi; Recognized under Section 2(f) of University Grants Commission Act, 1956. The Institute conducts MBA, BBA, BA(JMC) & BCA programmes in both shifts. The institute is ISO (hereinafter ISO refers to International Organization For Standardization) 9001:2015, ISO 14001:2015, ISO 21001:2018 & ISO 50001: 2018 Certified and Instituted is Top 50 Best B-School in North Zone by The Week Hansa Research Survey, Top 50 Private Institute in India by Times BBA Education Ranking Survey; The institute has established Institution Innovation Council (IIC) under the Norms of MHRD's Innovation Cell, GoI Dated 11.09.2019 to promote Innovation and Start up and also established Entrepreneurship Development Cell. Institute provides Value Added Programs & Career Counseling Session, Capabilities Enhancement Program on Technical and Soft Skill Expertise knowledge for development of young professional. The institute had setup TIAS-NPTEL Local chapter to complete MOOCs Course with e- certification for making students employable. Institute has ultra- Modern infrastructure and impart Value Based Education, conducts Training, Research & Consultancy, National and International Conferences and Seminars, Faculty Exchange Programme, Technical cum Cultural Fest etc. since 1998. The Institute is located at a prime location and has State-of-the-Art facilities, erudite faculties, dedicated staff members and an ambience to fulfill admirable academic pursuit.

AND

NYAY KESARI (RNI No. DEL/BIL/2015/66885) owned by the Kesari Business Media Group Address: 1170/76, DEVA RAM PARK, TRI NAGAR, NEW DELHI-110035, Email:- NYAYKESARI@GMAIL.COM, Mobile No.-9953469534 the **Second Party**, and represented herein by its Editor & Owner Mr. Shri Krishan Sharma, **NYAY KESARI** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

Nyay Kesari is a Hindi-English language newspaper published from many centres in Delhi and Rajasthan in India. It is owned by the Kesari Business Media Group. Nyay Kesari was founded in 2011 by Pd . GangaRam Sharma S/O Pd. Jagdish Prasad. Nyay Kesari continued to work for Justice.



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WHEREAS:

- A) First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'.
- 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 intent to cooperate and focus their efforts on cooperation for **Branding & Strengthen of Relations** within area referred as under:
- **Academics**
 - Conferences-Summit-Conclaves
 - Seminar
 - Workshop
 - Guest Lectures
 - Short Term Capability Enhancement Program
 - Curriculum Design Enrichment & Delivery
 - Value Added Program
 - Exchanging of expertise by means of for the benefit of Faculty & Students and Publication Nyay Kesari and its Members
 - **Research Innovation & Consultancy Development**
 - Institute Innovation Council (IIC)
 - Expert for Institutions Innovation Council, Ministry of Education (MoE)
 - Exchanging of expertise
 - R&D Services,
 - Hiring for Live Projects and Practical Training,
 - Projects and Consultancy
 - Research Copyrights
 - Process/ Design Innovations and Patents
 - **Training & Placements**
 - Student Induction Program
 - Summer Training
 - Internships-
 - Hiring Students for Minor-Major Project / Dissertation.
 - Industrial Training & Visits (International/Domestic)
 - Educational Tour
 - Career Counseling- Guidance
 - Skill Development Programme
 - Placement of Students (Pool/ Campus interview)
 - **Extension-Outreach Activities (CSR)**
 - Publications
 - Faculty & Students Exchange,
 - Management Development Programme
 - Professional Development Programme
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest;



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

1.0 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution/Organization and its Members, Faculty and Staff** in 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 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 actions contemplated in terms of this MoU. The term 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.

2.0 SCOPE OF THE MEMORANDUM OF UNDERSTANDING (MoU)

- 2.1 The budding graduates from the institutions 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 and to the bonafide members of the Second Party so as to enhance their skills sets and Domain Knowledge for this MoU both Parties will obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein from their competent superiors/ authorities for execution of the objects.
- 2.2 **Global Business Conclaves:** The First Party will provide/ technical support in organizing the Global Business Conclaves, Meetings, Summit, Conferences, Webinars, Convocations or any other formal get together of the Second Party.
- 2.3 **Branding & Strengthen of Relations:** Both Parties believe that close co-operation between the two would be of major benefit to the Student and Faculty community of the First Party and advantageous to the bonafide members of the Second Party so as to enhance their skills sets and Domain Knowledge, both the parties agree to use logos of each other for branding and strengthen of relations and can publicize on website and other social media platform for mutual benefits as per requirement, if any.


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- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the various fields like Marketing, Finance, HR, Computer Applications, Media & Production and Content Development etc. involving Interns passionate to make their career in specified sector.
- 2.5 **Projects Consultancy:** Both the parties agree to coordinate with each other on various projects and consultancy on various sectors of management. The Second Party will provide opportunity to the First Party for Projects Consultancy on various Domains i.e. Marketing, Finance, HR, IB, IT, Digital, Digital & Social Media, etc. and to coordinate with for providing.
- 2.6 **Management Development Programs:** First Party to train the member of Second Party to through Management Development programs abreast with the latest skills.
- 2.7 **Skill Development Programs:** First Party to train the employees of Second Party to impart value addition with PGDM Program (through CDL) and soft skills training program (through its Professional Training Development Cell) to instill in the employees of second party the lifelong learning approach and attitude for continues up-skilling and reskilling.
- 2.8 **Industrial Visits:** The Second Party to permit the Students and Faculty of the First Party to visit its group companies Industries for interaction with production process and to get an insight into the latest domain specific developments / requirements of the industries;
- 2.9 **Industrial Training:** The Second Party to permit the Students and Faculty of the First Party and to involve 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 / Industrial Sites for the hands-on training of the learners enrolled with the First Party during Live Projects and Research Activity, if any.
- 2.10 **Internships for Students:** The Second Party will actively engage to help the delivery of the Internship for Students of the First Party into Internships, as per Internship Policy. The Second Party will provide disseminating the information on Internship & Live Project for practical training opportunities available with them.
- 2.11 **Campus Recruitments/ Placements:** The Second Party will actively engage to help in Hiring and Placements of students of the First Party into jobs, as per Placement Policy. The Second party will come for campus recruitment where intakes will depends upon the clearance of all the rounds of selection process by the candidate.
- 2.12 **Domain Expert Lectures:** The Second Party will extend and the necessary support to deliver Domain Specific Expert Lectures as Resource Person on Domain Specific Guest Lectures for the advantage of the students of the First Party for continuing development to intern on sector specific emerging technologies in order to bridge the skill gap and to make them industry ready.
- 2.13 **Curriculum Design enrichment & delivery:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum for its enrichment so that the students meet the skill and knowledge to fit into the industrial scenario meaningfully.


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- 2.14 There is no financial commitment on the part of the **Tecnia Institute of Advanced Studies**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

3.0 INTELLECTUAL PROPERTY

Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. If there is any financial consideration, it will be dealt separately.

4.0 VALIDITY


- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of 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

5.0 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party, **M/s Tecnia Institute of Advanced Studies** and Second Party, **M/s. Nyay Kesari** 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 to extend credit on behalf of the other Party.

6.0 INDEMNITIES

First Party shall unconditionally and irrevocably indemnify Second Party (its officers, employees and agents), and/or its Affiliates, from and against all claims and actions and all liabilities, loss, expense, injury and damage (whether or not on the basis of negligence and including legal costs and disbursements on a solicitor and client basis) suffered or incurred directly or indirectly as a result of, or in connection with, (i) First Party's performance under this MoU or (ii) A breach of any of its obligations under this MoU; or (iv) any gross negligence, fraud, willful default/misconduct; (v) Violation of applicable laws by the First Party, its employees, agents or associates; (vi) Breach of confidentiality obligations under this MoU by Supplier; (vii) Breach of intellectual property rights of a third party by the First Party and students sent by the First Party.


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7.0 CONFIDENTIALITY

- 7.1 The Parties understand and acknowledge that, whether in the course of performance of this MoU or otherwise, it will receive or become aware of Confidential Information of the other Party
- 7.2 The Parties agree that it shall use the Confidential Information of the disclosing Party only as follows:
- 7.2.1. To use such Confidential Information only in relation to the MoU;
- 7.2.2. Not to disclose the Confidential Information in whole or in part to any other person without disclosing Party's prior written consent, except to the receiving Party's employees, agents and students involved in the performance of this MoU on a confidential and need to know basis and provided that employees, agents and students are bound by written MoUs of confidentiality which are at least as stringent as the provisions of this Agreement; and
- 7.2.3. Safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data.
- 7.3 The receiving Party shall immediately upon becoming aware of any unauthorized disclosure, give notice to the other Party of such unauthorized disclosure, misuse, theft or other loss of Confidential Information, whether inadvertently or otherwise.
- 7.4 The First Party shall ensure that it has similar MoU containing terms and conditions consistent with the terms and conditions provided under this clause in place with its agents, teachers and students and any third party accessing Confidential Information pursuant to this MoU. First Party shall ensure that such third parties adhere and comply with confidentiality obligations similar to the ones provided under this MoU. First Party shall be liable for any breach of confidentiality obligations by such parties.
- 7.5 The terms of this Clause shall continue in full force and effect for a period of 3 years (to be reviewed every year on mutual consent) from the date of disclosure of such Confidential Information or the entire duration of this MoU, whichever is later.



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8.0 ARBITRATION

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 District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Delhi only.

IN WITNESS WHEREOF, the parties hereto have executed this MoU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned


For Tecnia Institute of Advanced Studies
(First Party)
Name: Dr. Ajay Kumar
Director
Date: 31/1/2023


For M/s. NYAY KESARI
(Second Party)
Name: Mr. Shri Krishan Sharma,
Editor & Owner
Date: 31/1/2023