



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AP 832936

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 6th 12.2021.

Between

SANT BABA BHAG SINGH UNIVERSITY, Distt. Jalandhar, THE FIRST PARTY represented herein by its **Dr. Dhiraj Sharma, Registrar** 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).

AND

Ecomoceana Pvt Ltd, Mohali. THE SECOND PARTY, and represented herein by its Zonal /Divisional Head, **Mr. Harish Chawla**. (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).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) 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.

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06-9-2021

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Registrar Sant Baba Bheg Singh
University (Punjab)

JATINDER KUMAR
STAM VENDOR Lic. NO. 82/97
Adampur Doaba (Jalandhar)

AP-832938

MEMORANDUM OF UNDERSTANDING

Whereas the Government of Punjab has decided to establish a University in the District of Jalandhar;

Between

THE GOVERNMENT OF PUNJAB, DISTRICT JALANDHAR, THE FIRST PARTY

AND

MR. JATINDER KUMAR, STAM VENDOR, LIC. NO. 82/97, ADAMPUR DOABA, JALANDHAR, THE SECOND PARTY

AND

THE GOVERNMENT OF PUNJAB, DISTRICT JALANDHAR, THE FIRST PARTY

AND

MR. JATINDER KUMAR, STAM VENDOR, LIC. NO. 82/97, ADAMPUR DOABA, JALANDHAR, THE SECOND PARTY

AND

THE GOVERNMENT OF PUNJAB, DISTRICT JALANDHAR, THE FIRST PARTY

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MR. JATINDER KUMAR, STAM VENDOR, LIC. NO. 82/97, ADAMPUR DOABA, JALANDHAR, THE SECOND PARTY

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THE GOVERNMENT OF PUNJAB, DISTRICT JALANDHAR, THE FIRST PARTY

AND

MR. JATINDER KUMAR, STAM VENDOR, LIC. NO. 82/97, ADAMPUR DOABA, JALANDHAR, THE SECOND PARTY

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- B) The Parties intent to cooperate and focus their efforts on cooperation within area of **Skill Based Training (Faculty and Students both), Education and Research.**
 - C) **Ecomoceana Technologies Pvt Ltd**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **Digital Marketing, Networking, Wireless sensor networks, Machine Learning, IOT, AI** and related fields.
 - D) **Ecomoceana Technologies Pvt Ltd**, the Second Party is promoted by **Ecomoceana Technologies Pvt Ltd**. **Ecomoceana Technologies Pvt Ltd** is a rapidly growing IT company deals in design and development of software according to the clients' requirements.
 - E) All **Guest Lecture, Workshop, Seminar, Webinar and students Industrial Visit** are **free of cost.**
 - F) Trained the students for **new technology in Internship period (If required)** and **placed in other companies** also.

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

CLAUSE 1

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 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 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.

CLAUSE 2
SCOPE OF THE 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.
- 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 in to 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 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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Software Development, Web Development, and Product Development.**
- 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/Seminar/Webinar:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on 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 concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is **no financial commitment** on the part of the **Sant Baba Bhag Singh University, Distt Jalandhar** the First Party to take up any programmer mentioned in the MoU.

CLAUSE 3
INTELLECTUAL PROPERTY

- 3.1 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.

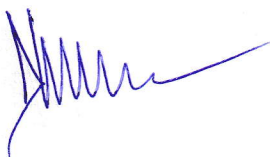
CLAUSE 4 VALIDITY

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

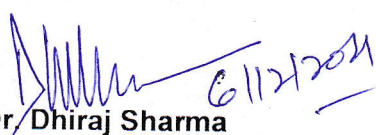
- 5.1 It is expressly agreed that **Sant Baba Bhag Singh University, Distt. Jalandhar and Ecomoceana Technologies Pvt Ltd, Mohali** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized 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.

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.



AGREED:

For **Sant Baba Bhag Singh University, Distt Jalandhar** for **Ecomoceana Technologies Pvt Ltd, Mohali.**


Dr. Dhiraj Sharma
Authorized Signatory

Mr. Harish Chawla
Authorized Signatory

Name of Institution : Sant Baba Bhag Singh University	Name of Industry: Ecomoceana Technologies Pvt Ltd
Address: Village Khiala, P.O Padhiana, Distt. Jalandhar-144030	Address: Plot No. E-302, Vista Tower, Sector 75, Mohali – 160055, Punjab, India
Contact Details- 8146653895	Contact Details: -9646706113
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Web: http://www.sbbsuniversity.ac.in	Web: https://www.oceanatech.in/

Witness 1:

Witness 2: