MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on **July30, 2021**

Between

Govt. Polytechnic Katihar, a Polytechnic College run under Department of Science and Technology, Govt. of Bihar situated at BheriyaRehika, Katihar, Bihar - 854105(hereinafter referred to as **"Govt. Polytechnic, Katihar"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

And

HYPEX Technology Pvt Ltd, a Company duly organized and existing under the laws of India having its registered office at (1st Floor RadheRadhe Building, Triveni Nagar, Sitapur Rd, Lucknow, U.P 226020)hereafter referred to as **"HYPEX Technology"**, which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, **"Govt. Polytechnic, Katihar"** is among the noteworthy academic institutes of **Katihar**offering Diploma program in Civil Engineering, Mechanical Engineering, Electronics Engineering and Electrical Engineering.

AND WHEREAS **HYPEX Technology,**is a registered company, engaged in Training & Placement Programme AND WHEREAS both **"Govt. Polytechnic, Katihar"** and **"HYPEX Technology"** are desirous of associating with each other to expertise students of **Govt. Polytechnic, Katihar**Will also help in a conducting Expert Lectures/ Seminar/ Workshop/ Internship/Summer Winter Training/Industrial visits, as a condition to **Govt. Polytechnic, Katihar**curriculum in co-ordination with **Govt. Polytechnic, Katihar**Faculties & HOD.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **Govt. Polytechnic, Katihar**and **HYPEX Technology Pvt Ltd** as under.

1.0 Definition and Interpretation

A. "MOU" shall mean this Memorandum of Understanding executed between **Govt. Polytechnic, Katihar**and **HYPEX Technology Pvt Ltd.** on **July30, 2021.**

B. "**Party**" or "**Parties**" shall mean **Govt. Polytechnic, Katihar**and **HYPEX Technology Pvt Ltd** individually and collectively as the context may require;

C. The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

D. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 Focus Area

A. Training & Placement
B. Student Internship
C. Expert Lectures
D. Industrial Visits
E. Summer/Winter Training

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Responsibility Structure

A. **Govt. Polytechnic, Katihar**shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures. Also the labs and other research equipment available in the lab.

B. **HYPEX Technology** shall be responsible for arrangements & co- ordination for supply of Industry Expertise, Design training program, Process of necessary Appointments with Industries for Industry Internship Program, Expert Lectures as well as Visits in co-ordination with staff & HOD of **Govt. Polytechnic, Katihar.**

4.0 Certification

Upon completion of the Internship/Training, **HYPEX Technology&Govt. Polytechnic, Katihar**will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified by **HYPEX Technology** with completion certificate.

5.0 Relationship

This MOU relates solely to the intention of the parties, wherein **Govt. Polytechnic, Katihar**and **HYPEX Technology Pvt Ltd**jointly work together.

6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

7.0 Confidential and Proprietary Information

A. Confidential Information" shall mean all information, including the material and licenses or other information if any so given to **Govt. Polytechnic, Katihar,** written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **HYPEX Technology** and disclosed by **HYPEX Technology**to **Govt. Polytechnic, Katihar**or its faculty which is related to **HYPEX Technology** information such as course material, training data, guidance notes, procedures, methodology, etc.

B. **Govt. Polytechnic, Katihar**shall not disclose **HYPEX Technology** confidential information without first obtaining written consent from **HYPEX Technology.**

C. **Govt. Polytechnic, Katihar**shall disclose **HYPEX Technology** confidential information only to **Govt. Polytechnic, Katihar**employees and students.

D. **Govt. Polytechnic, Katihar**shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **Govt. Polytechnic, Katihar**shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **HYPEX Technology.** In the event of any loss, **Govt. Polytechnic, Katihar**shall notify **HYPEX Technology** immediately.

8.0 Termination

July30, 2021 to July30, 2026, fiveyears from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

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10. **Consequential Damages**

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11. **Severability**

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

12. **Entire understanding**

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

13. **Waiver**

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

14. **Amendment**

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement. In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 30th Day of July, 2021.

For Hypex Technology Pvt. Ltd. Director 30/07/2021

HYPEX Technology Pvt Ltd

Witness 1:

Witness 2:

30-07-2021 Principal Govt. Polytechnic, Kathua

Govt. Polytechnic, Kathua

Witness 1: 30/7/21

Witness 2: 30/07/21

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