



MEMORANDUM OF UNDERSTANDING

BETWEEN



Beyond Learn Solutions

&



**Sanketika Polytechnic College,
Visakhapatnam, Andhra Pradesh 530041.**

FOR

**Event Listing Programs, College Festivals,
Workshops , Conferences and Student
Development Programs, Student Internships on
Different Emerging Software Technologies**

BEYONDLearn SOLUTIONS
IT-SEZ, Mithilapuri, Visakhapatnam A.P 530048
Email: info@beyondlearn.in | www.beyondlearn.in



This **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this the 20th day of April Month 2023 (Date 20-04-2023), by and between **BEYONDLEARN SOLUTIONS,**
(Here in after referred as '**First Party**')

And
Sanketika Polytechnic College,
Visakhapatnam, Andhra Pradesh 530041.

(Here in after referred to as '**Second Party**')
(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

WHEREAS:

1. First Party is a EdTech company: BEYONDLEARN SOLUTIONS
2. 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.
3. The Parties intent to cooperate and focus their efforts on cooperation within area of Online Promotions , Branding of Events, Students Related Information , Others.
4. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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

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CLAUSE 1: CO-OPERATION

5. 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.
6. 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 the second party in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
7. 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.
8. Event Discovery: Providing a platform for users to discover upcoming events, conferences, festivals, and other gatherings in various fields like music, arts, sports, business, education, and entertainment.
9. BEYOND LEARN would be the training delivery partner for the second party on various trending technologies.
10. BEYOND LEARN will reach out to students through the college authorities to communicate about course details, webinars, blogs, industry events etc., which will be informative or promotional in nature.
11. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both the organizations.
12. BEYOND LEARN would work with incubation centers/ innovation cells of second party (Case to case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party

13. Cooperation between both parties would be extended to any other area which may be mutually beneficial to both the organizations.

CLAUSE 2: SCOPE OF THE MoU

14. 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.
15. Skill Development Programs: First Party to train the students of second Party on the emerging technologies to bridge the skill gap and make them industry ready through online.
16. Event Listing: Allowing event organizers to list their events on the platform and provide details like location, date, time, tickets, registration, and other relevant information.
17. Event Promotion: Offering tools and services to help event organizers promote their events to the target audience, including email marketing, social media advertising, content marketing, and other advertising methods.
18. Ticketing and Registration: Facilitating ticketing and registration for events through the platform, including payment processing and verification of attendance.
19. Event Management: Providing tools and features for event organizers to manage their events, such as scheduling, attendee management, and analytics.
20. Community Building: Creating an engaged community of users who share interests and attend similar events, providing opportunities for networking and socializing.
21. User Engagement: Offering various features to increase user engagement, such as event reviews, ratings, comments, and recommendations.
22. Mobile Access: Providing mobile apps to allow users to access and discover events on-the-go, and receive event reminders and updates and both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
23. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free trainings run by the first party under Everyday Learning



Initiation.

24. First party would extend the help in providing artifacts such as training records, certificates to the second party upon a written request from the second party. This information is limited to only the students of second party and at the discretion of first party. In case, second party wants to conduct customized commercial trainings then this agreement can be amend/adding annexure with mutually agreed terms.

CLAUSE 3: INTELLECTUAL PROPERTY

1. The first party will have the sole rights on the curriculum and related content provided in the trainings and it cannot be replicated or copied without the consent of the first party.
2. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

CLAUSE 4: VALIDITY

3. The period of the agreement is valid for a period of 3 years from the date of signing of this agreement
4. This agreement will be valid only at the intentions of the parties involved therein, this MOU could be dissolved or cancelled by either party any time by giving 30 days' notice and shall not have any legal bindings in nature. should either or all the parties to it opt to not act upon, the MOU loses its validity.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5. It is expressly agreed that First Party and Second Party 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 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. There is no obligation on second party and first party for conducting minimum number of paid or unpaid session during the term of MoU



AGREED:

For: BEYONDLEARN SOLUTIONS.

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