

## Memorandum of Understanding

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this (22) of (02) (2019) between Computer Science & Engineering., under (Geethanjali Institute of Science & Technology), (Nellore) herein referred to as GIST, Nellore and Hynture (P) LTD located at MJGardenia, Pet Basheerabad, Hyderabad. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

### Alliance Objective

This document outlines a strategic understanding between HYNTURE and GIST, Nellore to work together to offer the University Program. The primary aim of this partnership is to aid GIST, Nellore in establishing a high-quality people repository in software technologies. This will help GIST, Nellore teach and train their students on strategic technologies and to position them to support India's Information Technology initiative. As opposed to a one-time implementation, this is a strategic initiative and requires the total commitment of both HYNTURE and GIST, Nellore. The University Program initiative would allow GIST, Nellore, one of the foremost institutions in India in the field of Education, and imparts training, among others in Computer Applications and Information technology faculties, to design world-class curriculum capable of delivering high caliber IT skills required in the fast-changing IT marketplace.

### NOW THIS MoU WITNESSETH AS FOLLOWS:

#### DEFINITIONS AS USED IN THIS MoU:

"MoU" means this instrument executed by HYNTURE and GIST, Nellore and subsequent amendments issued to the MoU by mutual consent as provided herein.

"Program" means the University Program that is the subject of this MoU.

"Curriculum" means the HYNTURE Course that is integrated with the GIST, Nellore's Main Course, elective or Projects.

### Benefits to the GIST college, Nellore

- Providing trainings/ workshops on market trending technologies.
- Providing internships on various advanced technologies as per the college request.
- Providing free seminar on Internship preparation.
- Providing Academic Projects on Market trending Technologies.
- Opportunity for students to avail **HYNTURE** Certification.
- Providing Faculty Development Program.



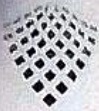
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Smart Way to Get Started...!

Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology and software.

### **Responsibilities of College:**

Providing the information of all the CSE students of the College as required by HYNTURE (P) LTD for their registration.

Setting up, operating & maintaining the infrastructure required for training.

Promotion of the HYNTURE Certification Program among the students.

Making available faculty, as per mutual convenience, for conducting training on site or customer premises on Payment Basis.

Supporting HYNTURE in conducting fests/competitions/Hackathon for students in the college.

Maintenance of trained faculty members for training on HYNTURE technologies.

### **MONITORING OF IMPLEMENTATION**

A Co-ordination Committee consisting of two faculty members of GIST, Nellore and one officer nominated by HYNTURE will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

### **LIMITATION OF LIABILITY**

Under no circumstances is HYNTURE liable for GIST, Nellore's loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if IBM is informed of its possibility.

### **GENERAL**

This agreement will be operational and valid from 22 February 2019. Upon completion of **Three years**, the agreement can be renewed with mutual consent of both parties.

1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clause ("Limitation of Liability") and will survive any such termination.
2. It is understood that during this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
3. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.



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5. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
6. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
7. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.
8. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
9. The laws of the Republic of India shall govern this MoU.
10. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

### Summary

HYNTURE recognizes the significance of the GIST, Nellore to be the leader in the field of IT related academia in the country. HYNTURE proposes to make available the appropriate technology and expertise to develop GIST, Nellore position as a leading institute in the country providing high quality IT skilled resources. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

### MISCELLANEOUS:

Neither party will enter into an agreement with a third party on behalf of the other party.

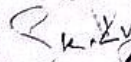
Signed and Delivered by The Signatory Representative of Parties to this agreement:

For and on behalf of

HYNTURE (P) LTD, Hyderabad.

Name: SK. IRFAN

Designation: CEO

Signature: 



GIST, Nellore.

Name: Dr. G. Subbarao

Designation: principal

Signature: 



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# GEETHANJALI INSTITUTE OF SCIENCE & TECHNOLOGY

(Approved by AICTE, New Delhi & Affiliated to JNTU, Anantapur)

(Recognised Under Section 2(f) of UGC Act 1956)

An ISO 9001 : 2015 Certified Institution - Unit of USHODAYA EDUCATIONAL SOCIETY

3rd Mile, Bombay Highway, Gangavaram (V), Kovur (M), S.P.S.R. Nellore Dt, Andhra Pradesh - India. 524 137.

Phone : 08622 - 212779, 212781, Fax : 08622 - 212778

E-mail : principal@gist.edu.in / geethanjali@gist.edu.in

Website : gist.edu.in

JNTUA College Code : 2U

**Prof. Dr. G. SUBBA RAO**  
M.Tech., Ph.D, MIE, LMISTE, MSAE.  
Principal

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E-mail : principal@gist.edu.in / geethanjali@gist.edu.in

Website : gist.edu.in

**Prof. Dr. G. SUBBA RAO**

M.Tech., Ph.D, MIE, LMISTE, MSAE.

**Principal**

- ✓ Providing Academic Projects on Market trending Technologies.
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For and on behalf of

**HYNTURE (P) LTD, Hyderabad.**

**GIST, Nellore.**

Name: **SK. IRFAN**

Designation: **CEO**

Signature: *SK. IRFAN*

Name: **Dr. G. Subba Rao**

Designation: **principal**

Signature: *Dr. G. Subba Rao*