

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**Department of Human Resource
Development, VNSGU**

&

**iVIPANAN Digital Marketing
Services, Surat**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called the 'MOU') is entered into on this the Eighteenth day of September Two Thousand Twenty Three (18/09/2023),

BETWEEN

Department of Human Resource Development affiliated with Veer Narmad South Gujarat University, the **First Party** represented herein by its **Head of the Department, Dr D.G.Thakore** (hereinafter referred to 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

iVIPANAN Digital Marketing Services, Surat, the Second Party, and represented herein by its **Founder, Mr Bhautik Sheth** (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')

WHEREAS:

- A) The First Party is a Higher Educational Institution named Department of Human Resource Development
- B) First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

- C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves, desire to sign this MOU to advance their mutual interest.
- E) **IVIPANAN Digital Marketing Services, Surat**, the Second Party, provides consultancy services and training in *Digital marketing, website development, design, video making and branding*.
- F) **IVIPANAN Digital Marketing Services, Surat**, the Second Party, was founded and promoted by **Mr. Bhautik Sheth**; 401, Shiven Shoppers, Opp. Gangeshwar Mahadev Temple, Beside School Children Hall, Near Adajan Police station, Adajan, Surat-395009.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED IN THIS MOU, THE PARTIES HERETO 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 cooperation that will promote and advance their respective operations within the **First Party** 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 cooperation 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 of the Second Party.
- 1.3 This MOU shall govern the general terms of cooperation. 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 of the subject matter hereof and supersede any prior understanding between the Parties.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in an industry's technological up-gradation, innovation and competitiveness. Both parties believe close cooperation would significantly benefit the student community by enhancing their skills and knowledge.
- 2.2 **Curriculum Delivery:** The Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customise the curriculum delivery so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party will permit the Faculty and Students of the First Party to visit its group companies and also involved 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 careers.
- 2.4 **Internships and Placement of Students:** The Second Party will actively help provide the Internship and placement in the digital marketing industry of students of the First Party, as per the AICTE internship Policy.
- 2.5 **RISE internship program:** Through the series of interview and selection rounds, the students can join the second party's RISE program (Real-world Internship for Skill Enhancement). Students will be able to work as interns

in marketing, HR and operation departments.

- 2.6 **Research and Development:** Both Parties have agreed to carry out joint research activities in management.
- 2.7 **Skill Development Programs:** Second Party to train the students of First Party on the emerging trends and technologies in the field of Digital Marketing to bridge the skill gap and make them industry-ready.
- 2.8 **Guest Lectures:** The second Party will extend the necessary support to deliver guest lectures to the students of the First Party on Digital Marketing, Social Media Marketing, Marketing Management, Human Resources, Organizational culture, etc.
- 2.9 **Workshop:** Second Party to train the students of First Party to gain industrial exposure/ training as per the industrial requirement.
- 2.10 Both Parties are to obtain consents of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.11 There is no financial commitment from the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt with separately at a later stage.

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, copyrights 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. 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.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 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.

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 the 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 Surat.

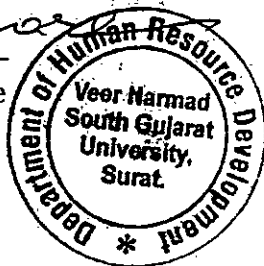
AGREED:

For Department of Human
Resource Development, Surat

For iVIPANAN Digital Marketing
Services, Surat




Dr D.G.Thakore
(HOD)



Mr Bhautik Sheth
(Founder)



Witness 1:



Witness 2:

