MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Vijaya Institute of Technology for Women, Vijayawada, Andhra Pradesh

AND

CodeTantra Tech Solutions Pvt. Ltd

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on the 18th day of July Month 2024 by and between

Vijaya Institute of Technology for Women, Vijayawada, the First Party represented herein by its Principal/Director and CodeTantra Tech Solutions Pvt. Ltd, the second party and represented herein by its Zonal Business Head Mr. D. Chandra Sekhar.

WHEREAS:

- A) First Party is a Higher Educational Institution named: Vijaya Institute of Technology for Women, Vijayawada
- B) 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.
- C) The Parties intend to cooperate and focus their efforts on cooperation within the area of enhancing coding skills among students to improve their career opportunities and technology adoption for the digital transformation of various administrative, academic, and examination related tasks.
- D) CodeTantra Tech Solutions Pvt. Ltd, the Second Party is engaged in providing interactive teaching and learning platform for enhancing coding skills of the students and has also built many automation products that can be used by an educational institution in its administration, academic and examination sections.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH 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 co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CODETANTRA Tech Solutions Pvt. Ltd.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The First Party would like to utilize the products and services of the Second Party to achieve its teaching learning outcomes and bridge the learning gaps with students if any, to ensure that they excel at coding skills and are well prepared for good careers in the field of information technology.
- 2.2 There is no financial commitment on the part of the Vijaya Institute of Technology for Women, Vijayawada, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.3 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.
- 2.4 First Party may utilize the services of second Party for providing certificate courses to their students. If there is any financial consideration, it will be dealt separately.
- 2.5 Second Party may utilize the premises/infrastructure/staff of the First Party for providing Placement/Recruitment/Admission/Certification/Internship Examinations through the Second Party's assessment platform. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

MUTUAL OBLIGATION

- 3.1 Each party shall respect the others intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other.
- 3.2 Both parties shall maintain confidentiality about any information, plans, discussions, cost strategies or any material which shall be deemed to be confidential and marked accordingly.

CLAUSE 4

LIMITATIONS AND WARRANTIES

- 4.1 Each party shall ensure that the other is not put to any liability for any actions of the one party.
- 4.2 Each party represents that they have the full power and authority to enter into this MOU in general.

CLAUSE 5

GENERAL

- 5.1 Any dispute under this MOU will be settled in Hyderabad/Vijayawada through arbitration, if necessary.
- 5.2 In witness where both the parties have set their hands to this MOU on the 18th July, 2024 at Vijayawada and will be valid up to 18th July, 2027.

CODETANTRA Tech Solutions Pvt. Ltd.

CLAUSE 6

VALIDITY

6.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.

CLAUSE 7 RELATIONSHIP BETWEEN THE PARTIES

7.1 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.

CLAUSE 8

TERMINATION OF CONTRACT

8.1 This contract will be terminated based on the consensus of both parties with one month's notice.

HYDERABAD 500072. INDIA.

First Party

Second Party

Principal/Director

Zonal Business Head

D. Chandra Sekhar

Vijaya Institute of Technology for Women

CodeTantra Tech Solutions Pvt, Ltd