

WHEREAS:

- A) First Party is a Higher Educational Institution named: **St. Xavier's College (Autonomous), Tirunelveli.**
- B) First Party & Second Party believe that the 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 intent to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Education and Research.
- D) Being legal entities of themselves, both Parties desire to sign this MOU for advancing their mutual interests.
- E) **ZOI FINTECH SERVICES**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Computer science.
- F) ZOI Fintech Services Pvt Ltd is a registered Private Limited company having its Registered office in 1603, Lilium, Vasant Oasis, Makwana Road, Marol, Andheri East, Mumbai - 400 059, Maharashtra. ZOI Fintech Services Private Limited has it's development center at 2nd Floor, Vijay Tower, Samathanapuram, Opp. Bell Matriculation School, Palayamkottai, Tirunelveli District.
- G) It provides Skill Development in software technologies including Business Analytics & Intelligence, .Net Core, MSSQL, Node JS, Mongo DB, React JS and React Native.


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

CLAUSE 1
CO-OPERATION

Both Parties are united by common interests and objectives. They shall establish channels of communication and co-operation to promote their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and relevant information to secure additional opportunities for each other.

The co-operation between the First Party and Second Party will facilitate effective utilization of the intellectual capabilities for the faculty of First Party by providing significant inputs to them in developing suitable teaching / training systems in consideration with the needs of the industry.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other. As promptly as reasonably practical, they shall 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. It shall supersede any prior understanding between the Parties on the subject matter.


FIRST PARTY
PRINCIPAL
ST. XAVIER'S COLLEGE
(Autonomous)
PALAYAMKOTTAI




SECOND PARTY

CLAUSE 2

SCOPE OF THE MoU

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.

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and customizing the suitable curriculum so that the students fit into the industrial scenario meaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party shall permit the Faculty and selected Students of the First Party to visit its group companies. In addition, the second party shall get involved in Industrial Training Programs for the First Party. The industrial training and exposure, which are provided to the students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the selected learners of the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Skill Development, Education and R&D Services.

Skill Development Programs: Second Party shall train the selected students of the First Party on the emerging technologies in order to bridge the skill gap and to make them ready for industry.

Guest Lectures: Second Party may extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and house requirements.

Faculty Development Programs: Second Party may train the Faculties of First Party for imparting training as per the industrial requirement by considering the National Occupational Standards in concerned sector.


Placement of Trained Students: Second Party will actively engage to help students of the First Party selected by them in training and placement of internships/jobs.

Both Parties have to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Programs on the specified terms of this MoU.

CLAUSE 3

INTELLECTUAL PROPERTY

Nothing contained in this MOU like grant, implication, Estoppel, right, title, interest, or license will be included to the intellectual property (not limited to know-how, inventions, patents, copy rights and designs) of the other Party.


FIRST PARTY
PRINCIPAL
ST. XAVIER'S COLLEGE
(Autonomous)
PALAYAMKOTTAI




SECOND PARTY

CLAUSE 4

VALIDITY

The MoU shall be effective for a period of one year from the date of execution of this agreement and shall be automatically renewed thereafter for another one year unless a written notice to terminate.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties must discharge their obligations.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that the **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 for using other Party's name in any way to make any representations or to create any expressed or implied obligation and liability on behalf of the other Party without the prior written consent of the other Party. Neither Party shall have rights to represent itself as having authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, pledging the other Party's credit and extending credit on behalf of the other Party.

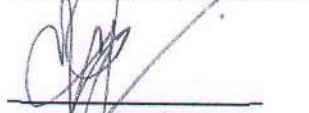

FIRST PARTY

SECOND 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 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 Name of City.


AGREED:

For Name of the Institution


PRINCIPAL
ST. XAVIER'S COLLEGE
(Autonomous)
PALAYAMKOTTAI



For Name of the Industry/Company


Authorized Signatory

Name of the Industry/Company	ZOI FINTECH SERVICES Vijay Tower, Samathanapuram, Tirunelveli-2
Contact Details	9930088762
E-mails	Tony.walter@zoifintech.com
Web	www.zoifintech.com

Witness1:

Witness2:

Witness3:

Witness4: