

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

**B.T. KUMAON INSTITUTE OF TECHNOLOGY
DWARAHAT**

&

**ENSINO RESEARCH AND DEVELOPMENT
PVT. LTD. DEHRADUN**



AGREED:

For **BT Kumaon Institute of Technology Dwarahat** For **Ensino Research and Development**


02/07/2022
Authorized Signatory
Director

Rajan Tripathi Kumaon Institute of Technology
Dwarahat (Almora) 263653


Authorized Signatory

B.T. Kumaon Institute of Technology	Ensino Research and Development Pvt Ltd.
Address Dwarahat (Almora)	144-Usha Complex GMS Road Ballupur Chowk Dehradun
Contact Details: 05966-244250	Ashok Kumar +91-9720558050
E-mails: director@kecua.ac.in	E-mail: info@ensino.in Ashokkmr640@gmail.com
Web: www.kecua.ac.in	www.ensino.in

Witness1:



Witness2:





MEMORANDUM OF UNDERSTANDING (MoU)

Between
Bipin Tripathi Kumaon Institute of Technology
and
HireMee

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into and effective as of _____, by and between:

HireMee, a unit of K.A.A.M Services Private Limited a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at No.483, Seetha Complex, 16th cross, RR Nagar, Bengaluru-560098, Karnataka, India, and hereinafter unless the context otherwise requires, be referred to as "HireMee",

And

<Bipin Tripathi Kumaon Institute of Technology >, having its registered office at <Dwarhat, 263653>, and hereinafter unless the context otherwise requires be referred to as BTKIT.

Whereas:

BTKIT and HireMee have entered into discussions on HireMee's provision of free technology assistance to BTKIT, employability assessments and placement assistance for students of BTKIT approved/affiliated universities/colleges/institutions. HireMee serves as a Virtual Bridge between Recruiters and Aspiring Applicants, especially from Tier-2 and Tier-3 areas. HireMee is an end-to-end Web Portal and Mobile App developed with the intent to reach out to all students, recruiters, and colleges across the country who will benefit from using HireMee. Students, Colleges, Corporates, and Recruiters can register through the HireMee Portal and assessments are directly carried out by HireMee. The entire recruitment process will be seamlessly linked on a chain.

HireMee and BTKIT desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MOU will be achieved.

- 5.6 This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU.
- 5.7 Any notice under this MOU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. If any notice sent by e-mail, post will be effective on the date of receipt.
- 5.8 Severability: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- 5.9 Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU or to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinafter written.

Bipin Tripathi Kumaon Institute of Technology

Authorized Signatory

Name: Prof V M. Mishra
 Position: Director
 Date: 13-03-19

Witness

Name: Anshuman Mishra
 Signature: [Signature]

HireMee

Authorized Signatory

Name: K. Krishnan
 Title: Chief Advisor
 Date: 13-03-19

Witness

Name: Vijay Goelkar
 Signature: [Signature]



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is between Carawin Pvt. Ltd. a company incorporated by Department of Industrial and Development Policy with its corporate office at Incubation Centre, National Research Development Corporation, New Delhi – 110048 (hereby, referred to as "CARAWIN"); and B. T. Kumaon Institute of Technology (An Autonomous Institute of Govt. Of Uttarakhand) committed to Education excellence having its office at Dwarahat, Almora - Uttarakhand (hereafter referred to as "Partner").

They are entering into a Memorandum of Understanding (MoU) dated 9th Feb 2018 with respect to enriching the technical education process and to jointly work for enhancing the quality of education imparted to students, faculty and management of Partner related to the field of Entrepreneurship and Technical training & Workshops. Both the parties agree the term of MoU till 9th Feb 2018.

The terms and conditions of the partnership are detailed out in the MoU.

RECITALS

- A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for the enhancing the quality of education imparted to students and to jointly work for enhancing the quality of education and to implement policies of government undertaken for the Improvement in Quality of Education, Entrepreneurship and Research.
- B. And WHEREAS Carawin wishes to collaborate with the partner for the purpose of enriching the entrepreneurial skills and technical education in new subject areas, learning teaching process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines.
- C. And WHEREAS Partner with assistance from Carawin has goals for enhancing the quality of the technical education for student thereby enabling them to meet the industry needs and to be recognized globally.

Coordinator (TEQIP)

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Date: 9th Feb' 2018

Place: Dwarahat

Name: Kumar Govind

Designation: Director

Signature: 

Date: 9/02/2018

Place: DWARAHAT

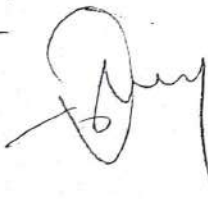
Name: Dr. S.C. SARKAR

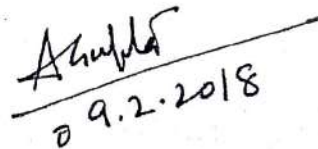
Designation: REGISTRAR

Signature: 

CARAWIN PRIVATE LIMITED
Incubation Centre,
National Research Development Corporation
New Delhi - 110048

B.T. Kumaon Institute of Technology
Dwarahat, Almora, Uttarakhand

 Laksh Pandey


9.2.2018



Ref: BTKIT/TEQIP-III/EMPLOYABILITY SKILL TEST /39 /2018-19

Date: 24/9/18

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. [insert]

THIS CONTRACT ("Contract") is entered into this **12-10-2018**, by and between **Bipin Tripathi Kumaon Institute of Technology Dwarahat** ("the Client") having its principal place of business at **Dwarahat Road, Almora, Uttarakhand 263653**, and **Aspiring Minds Assessment Pvt. Ltd.** ("the Consultant") having its principal office located at **323, Udyog Vihar, Phase II, Gurugram - 122016**

WHEREAS, the Client has received financing from the World Bank which is being used for this contract and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. **Term**

The Consultant shall perform the Services during the period commencing **12-10-2018** and continuing through **15-05-2019** or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **1006* 177= 1,78,062 Rs.** This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.



13. Dispute Resolution⁴

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

Signed by _____

Title: _____

Registrar, BSICIT

FOR THE CONSULTANT

Signed by _____

Title: _____

REGIONAL MANAGER



⁴ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

Sunil Kandpal
E-stamp Vendor
Reg No 12/2017-11
Dwarahat (Almora)



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK60269966688209T
Certificate Issued Date	: 18-Dec-2021 11:57 AM
Account Reference	: NONACC (SV) uk1285904 ALMORA UK AM
Unique Doc. Reference	: SUBIN-UKUK128590424939267220198T
Purchased by	: DIRECTOR BTKIT DWARAHAT
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DIRECTOR BTKIT DWARAHAT
Second Party	: COLOREDCOW CONSULTING PVT LTD GURUGRAM
Stamp Duty Paid By	: DIRECTOR BTKIT DWARAHAT
Stamp Duty Amount (Rs.)	: 10 (Ten only)



Please write or type below this line

MOU Signed & Enclosed

Ajit Singh
18/12/2021


कुलसचिव
विंगन विद्यार्थी कुमार्यु प्रौद्योगिकी संस्थान
द्वाराहाट (अल्मोड़ा)


Pratish
for ColoredCows

10. Notwithstanding anything contrary contained herein, all the activities under this MoU shall be governed and regulated by rules, regulations, and policies of BTKIT in this regard.
11. The MoU can be modified or revised from time to time with the mutual consent of both parties.

Each of the signatories undersigned represent and warrant that he or she is authorised to execute this arrangement on behalf of the party for whom he/she signs and no further authority or execution by any other person for such party is necessary.

Dr. Ajit Singh
Registrar
BTKIT


Prateek Narang
Director
ColoredCow



Annexure A

1. ColoredCow will work with the training and placement cell to create a student interaction and training plan at the start of each academic session. This will ensure greater coordination between the incubation center and institute academics by bringing benefits to a larger number of students.
2. ColoredCow will be undertaking regular software development training of students under its CodeTrek program as per the planned schedule at BTKIT.
3. These training will be targeted to enhance the employability of students of BTKIT and of other nearby Govt. Engineering institutes by providing them practical exposure.
4. ColoredCow will assist the training and placement cell of BTKIT, to increase the placement numbers of students via direct hiring, student skill training, providing assistance in conducting remote interviews, and/or connecting the institute with the relevant industry partners.

