



**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Sagitec Solution Private Ltd, Maharashtra, India**

**And**

**CHRIST COLLEGE - PUNE, Maharashtra, India**



This Memorandum of Understanding ("MOU") is entered into as of 27<sup>th</sup> day of September, 2023 (the "Effective Date"), by and between **Sagitec Solutions Private Limited** having Office at 601-A & 601B, Delta-1, 6<sup>th</sup> Floor, Giga Space IT Park, Viman Nagar, Pune- 411 014 ("Sagitec") and **CHRIST COLLEGE**, having its address at 26/4 A, Off Pune Nagar Road, Opposite Weikfield IT Citi Info Park, 26/4A, Nagar Rd, Ramwadi, Wadgaon Sheri, Pune-411-14, Maharashtra ("College") represented by its Principal, Dr (Fr) Arun Antony Chully CMI. The parties shall individually be referred to as "Party" and collectively as the "Parties."

WHEREAS, the College has requested Sagitec to provide certain training to its students in connection with Sagitec's low-code no-code platform - Xelence ("Platform") and Sagitec has agreed to provide the aforesaid training subject to following terms and conditions:

### **1. Purpose and Scope.**

This MOU does not establish or create any obligation on part of the parties to obtain or provide training with respect to the Platform. It is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in support of an effective and efficient partnership to impart training in connection with the Platform.

### **2. Objectives.**

The Parties agrees as follows:

- a. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of this MOU.
- b. It is not the intent of this MOU to restrict the Parties from their involvement or participation with any other public or private individuals, agencies, or organizations.

### **3. Intellectual Property Rights.**

Any intellectual property rights in connection with the Platform shall be fully and exclusively owned by Sagitec. No license to the Platform is granted to the College or to any of its students.

### **4. Training Fees.**

The College acknowledges that Sagitec shall charge the students a nominal fee for the training. Sagitec shall issue a certificate of completion in name of the students who successfully complete the training. However, in no event shall any such certification for completion of training be construed to be a commitment by Sagitec to provide any placement / job opportunities to the students.

### **5. Term.**

This MOU shall commence upon the Effective Date and will continue for a period of two (2) years thereafter.

### **6. Termination.**

This MOU may be terminated at any time by either Party upon seven (7) days written notice to the other Party.

### **7. Representations and Warranties.**

Both Parties represent that they are fully authorized to enter into this MOU. The performance and obligations of either Party will not violate any agreement signed by the Parties with any other person, organization, or business or any law or governmental regulation.



**8. Limitation of Liability.**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS MOU SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

**9. Severability.**

In the event any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provisions should continue in full force and effect as valid and enforceable.

**10. Relationship of Parties.**

Sagitec and College are independent contractors, and this MOU will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Sagitec and the College. Neither Sagitec nor the College will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

**11. Governing Law.**

The Parties agree that this MOU shall be governed by the laws of India.

**12. Entire Agreement.**

The Parties acknowledge and agree that this MOU represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Sagitec Solutions Private Limited**

Signed: Sarika Khot

Name: Sarika Khot

Title: Director - Legal

Date: September 27, 2023

**Christ College**

Signed: Amstori

Name: Principal / Director  
Carmel Vidya Bhavan Trust's

Title: Christ College  
Pune- 411014.

Date: \_\_\_\_\_

