

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 14/09/2021

Certificate No. UON2021135



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 82087434



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Registrar chaudhary devi lal University sirsa  
H.No/Floor : 00 Sector/Ward : 0 LandMark : 0  
City/Village : Sirsa District : Sirsa State : Haryana  
Phone: 94\*\*\*\*\*66



**Buyer / Second Party Detail**

Name : Zimong software pvt ltd Barnala road sirsa  
H.No/Floor : 00 Sector/Ward : 00 LandMark : Barnala road  
City/Village : Sirsa District : Sirsa State : Haryana  
Phone : 94\*\*\*\*\*66



Purpose : USE FOR MEMORANDUM OF UNDERSTANDING

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashy.nic.in>

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 16<sup>th</sup> DAY of September, 2021 by and between Department of Computer Science & Engineering, Chaudhary Devi Lal University, Sirsa - the First Party, and represented herein by its Registrar (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**

Zimong Software Pvt. Ltd., 153 SPJ Complex, Barnala Road, Sirsa - the Second Party, and represented herein by its CEO, Sh. Janak Kansal (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 assignees). First Party and Second Party are hereinafter jointly referred to as 'the Parties' and individually as 'Party'.

No. 17260... NAME *3170-2101-2011-100* *120* *0*  
Purpose..... *UNDERTAK*

14 SEP 2021

PREM SUKHLASS  
STAMP VENDER *IRSA*

**WHEREAS:**

- A) First Party is a University Teaching Department named Department of Computer Science & Engineering – one of several departments in Chaudhary Devi Lal University, Sirsa – a Higher Educational Institution established under Haryana State Legislature Act 11 of 2003.
- B) First Party provides instructions in professional programmes namely MCA, MTech CSE Regular (Full-time), and MTech CSE Regular (Part-time).
- C) 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.
- D) The Parties intent to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- F) Zimong Software Pvt. Ltd., 153 SPJ Complex, Barnala Road, Sirsa, the Second Party, is engaged in the development of ERP software for educational institutions, professional websites, and mobile apps.
- G) The Second Party is promoted by Sh. Janak Kansal and is a leading Technology Company based in Sirsa, Haryana having numerous clients.

**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 co-operation that will promote and advance their respective operations within the campuses/offices of both the Parties and their 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 co-operation 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, the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate 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 as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2: SCOPE OF THE MoU**

- 2.1 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.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum 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 to permit the Faculty and Students of the First Party to visit its group companies and also involve 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 career. The Second Party will provide its Labs/Workshops/Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out joint research/development activities in the field of software development.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies to bridge the skill gap and make them industry-ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the industry trends.

- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/industrial training/summer training/jobs.
- 2.9 Both Parties shall obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the First Party to continue/take up any programme of the study mentioned in this MoU. If there is any financial consideration, it will be dealt with separately.

### **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, during which period both the Parties will take effective steps for implementation of this MOU. Any act on the part of either Party after the termination of this MoU, by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both the Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their ongoing obligations specified under this MoU.

### **CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES**

- 5.1 It is expressly agreed that both the parties 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 in any way, 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.

Department of Computer Science & Engineering  
Chaudhary Devi Lal University, Sirsa

Zimong Software Pvt. Ltd.  
Barnala Road, Sirsa, Haryana

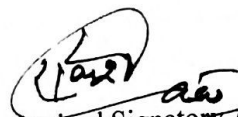
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Sirsa. This undertaking is to be construed under Indian Law with exclusive jurisdiction in the Courts of Sirsa.

**AGREED:**

For  16/9/21  
Department of Computer Science & Engineering  
Chaudhary Devi Lal University, Sirsa

For

Zimong Software Pvt. Ltd.  
Barnala Road, Sirsa, Haryana

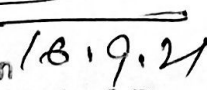
  
Authorized Signatory  
Registrar  
The Registrar Ch. Devi Lal University  
Ch. Devi Lal Sirsa (Haryana)-125055  
Barnala Road, Sirsa  
[registrar@cdu.ac.in](mailto:registrar@cdu.ac.in)

Authorized Signatory

Chief Executive Officer  
Zimong Software Pvt. Ltd.  
SPJ Complex, 153, New Housing  
Board Colony, Barnala Road Sirsa,  
[janak.kansal@gmail.com](mailto:janak.kansal@gmail.com)



Chairperson  
Dept. of Comp. Sc. & Engg.  
Ch. Devi Lal University, Sirsa  
Haryana (India)-125055

Witness 1:   
Chairperson  
Dept. of Comp. Sc. & Engg.  
Ch. Devi Lal University, Sirsa  
Haryana (India)-125055

Pawan Kumar  
Witness 2:

Addr Pawan Kumar S/o Sudeesh Chandel  
H.No. 13/892, Jandi wali Gali,  
Hisar Road, Ichaurpur, Sirsa  
HR4(125055)