



**Kaizen Systems**  
THE COMPLETE IT HUB

## MEMORANDUM OF UNDERSTANDING (MoU)

**Between**

**FACULTY OF ENGINEERING, FACULTY OF MANAGEMENT**

**And**

**M/S KAIZEN SYSTEMS**

**For**

**Short-Term Course in Coding, AI & Cyber security, Research and Development and Other High End Programming Courses**

### **Parties**

PARTY 1) **M/SKaizen Systems**, having Corp Office at SCO 339-340, Sector 35B, Chandigarh,(160022) represented herein by its Founder Director, Dr. Tulika Mehta.

(PARTY 2) Desh Bhagat University Punjab

Desh Bhagat Group of Institutes came into Existence in 1996 in Punjab, University got established on 25 th October, 2012 through the Act of Punjab

Government. Desh Bhagat University, Mandi Gobindgarh came into existence under Punjab Govt's Desh Bhagat University Act. The university derives its spirit of foundation from freedom fighter Sr. Lal Singh Ji, who fought for the independence of India and in 1972 his efforts of social work & his services in the freedom struggle were recognized by awarding him with "Tamra Patra" by Govt. of India, hence the name Desh Bhagat was contemplated. Our infrastructure at Desh Bhagat university (A NAAC A+ university recognized by UGC, NCIMS, Dental Council of India, Nursing council of india, Pharmacy Council of India and other relevant regulatory bodies.) is highly conducive for multidisciplinary collaborations as we have an Ayurvedic college with PG seats and Ph.D./D.Sc., Agriculture College up to Ph.D. and 50 acres of agricultural land, 3 Pharmacy Colleges, College of paramedical Sciences, Nursing college, 300 bedded hospital, 14 faculties of science management and humanities, a school and a well-established Desh Bhagat Radio Channel as well as media department. University is also entitled by UGC for Online and Open Distance Learning Programmes.

Whereas both the parties have agreed to exploit the potential and draw mutual benefits of resources. Now, therefore, in consideration of the premises and mutual Covenants hereinafter contained, the parties hereto agree as follows:

"(PARTY 1)" is engaged in Business of Skill Development, Education and R&D Services in the filed of – IOT, AI, AR VR and other Development technologies including Soft skills And Interview Preparations, Capacity building programs, FDP, Conference, COE, Workshops etc. The Company is working with since 2018 with numerous colleges and businesses each year, delivering STEM, Coding, Computer Science, AI and High end courses along with being an active arm in delivering IT based Projects.

## **And WHEREAS,**

“(PARTY 2)” is in the profession of Education and awards Degrees, certificates, diplomas for health sciences, management, engineering and related subjects.

## **And WHEREAS,**

The party 1 and Party 2 desire to establish between them a joint venture in order to collaborate in imparting the students Skill Development Courses, Courses in AI, Cyber-security, Block Chain, IOT, All IT based courses . Management and working on projects in collaboration i.e. funded projects and fulfilling any other skill development requirements needed to bridge the gap between industry and Academics

The Party 1 has agreed to offer **Experts from Industries working for TOP Fortune 100 companies experts mentors from their own company and associated scientists** and support to the party 2 and its associates for providing the **short-term courses in coding, AI & cyber security and other high end programming courses , FDPs , funded projects etc** to their students and in the open markets.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the parties hereto agree as follows:

### **1. FORMATION**

**Faculty of Engineering , faculty of Management** of Desh Bhagat University will conduct and operate its scholastic activities and undertake marketing activities for admission to the courses provided by the Party 1

**M/S Kaizen Systems** shall be the knowledge partner and deliver its services as per this agreement.

The Venture shall be considered a joint venture between the Parties in all respects, and in no event shall this Agreement be construed to create a partnership or any other fiduciary relationship between the Parties unless agreed mutually. Any financial Implications will be decided project wise only .

### **2. PURPOSE**

**M/S kaizen Systems** has its mission to provide world class skills needed to bridge the gap , make the students market ready. **M/S kaizen Systems is an established company** catering training and Development courses, running Centre of Excellence and working on Live Projects in India and Abroad

The company will provide **accredited courses**, conduct guest lectures, workshops small programs time to time for students. The company will work in coordination with faculty of the College for any kind of related technical collaborations. The company will support fully for the technology, know-how, management system and teaching faculty.

The party 2 is an established brand in education and learning and will market and offer the courses through its branches to its students and in various regions.

Party 1 will operate and run all operations independently in collaboration with the party 2.

**M/S Kaizen Systems** will act as knowledge partner of Desh Bhagat University, Punjab and its subsidiaries, its affiliates within the preview of terms of this agreement.

**The MOU** is, hereby, formed for the purpose of setting up a platform to offer highly skilled education .The parties jointly sign through-Signing and award accredited certificates to the successful candidates booked by the party 2.

### 3. CONTRIBUTIONS

The Parties hereto shall contribute to this venture as follows:

#### 1. Contributions by the Party 1 and the Party 2

- Party of the first part will operate in its brand established to impart amalgamated knowledge derived from various sources to give right direction in the world of skincare and wellbeing of the people through its own centres, its affiliates, associates and partners.
- The Signage of the brands may be used in all promotions within the campus, outside the campus or for any online or offline media promotions by the 2<sup>nd</sup> party
- Party 1 shall Provide world class teaching for the students, help them with global certifications.

Party 2 shall provide, branding hardware, lecture halls as and when needed.

- Both the parties have the facilities and infrastructures of centres. Both the parties will provide the premises where required and mutually deemed suitable. The Party 1 shall provide trainers for online and hands on training and offer its any technical support needed
- The party 2 shall drive and operate the marketing operations independently and may expand to different cities as reach-out centres.
- The existing infrastructures of both the parties shall be utilised. If there is a need for additional development of training centre, it shall be mutually decided and executed at the discretion of the parties involved about sharing of the costs/revenue.
  - Upon the mutual consent of the parties, including the relevant academic management with the Party 2 and the college, subject to availability of the funds, collaboration may be carried out in but not necessarily limited to the following activities:
    - Exchange of materials and data in education and research, publication and academic information.
    - Student exchange programs could be developed for international exposure in the healthcare field.
    - Joint programs for skill enhancement in relevant areas
    - The parties shall devise the financial mechanism as follows as per the programs / workshops running However the same will be on mutual sharing basis between the two parties .

Party 2 shall undertake all marketing campaigns, marketing responsibility ie printing , promotions etc The admissions are open throughout the year.

- Part 1 shall provide the practical training to the students on -predetermined dates and schedules in its designated centres of the campus.
- The Party 1 shall be the knowledge partners and shall provide the accumulated knowledge in the form of courses, certificates, diplomas and training offline/ online .
- Party 1 shall provide the technological back up required as and when required
- Both the parties shall disseminate the knowledge and know-how of running the institute as per the world class standards profitably.
- Both Parties and can use each others logos for the promotional purposes on social media or otherwise .

#### **4. DISTRIBUTION OF FINANCIAL REVENUE**

- The revenues received from the collected fee will be shared between the will be decided at the time of project allocation

Foundation Course in Coding, AI and cyber security GBP 1000/ (10 Modules)

Period 2 months to 4 months Flexible

#### **5. MANAGEMENT**

Each party shall have its own management team and shall update both parties. However, a regular monthly meeting shall be conducted to take review every first Monday of the month. The meeting shall be attended by the designated by the directors/ officials appointed by each party.

The officers in the management committee shall be as follows

##### **Kaizen Systems**

- 1) Dr. Tulika Mehta**
- 2) Dr. Labh Singh**

#### **6. RESPONSIBILITIES OF THE PARTIES**

The Parties will each have the following responsibilities under the Joint Venture:

##### **TERM**

This Agreement shall commence on the date first written above and remain in full force and effect for an initial period of 5 years (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically be renewed for another terms of 5 years unless and until this Agreement is terminated in accordance with Section 9 hereinafter.

#### **9. TERMINATION**

Either Party shall have the right to terminate this Agreement, effective as of the end of the Initial Term or any Renewal Term, by providing the other with written notice of termination at least 365 days one year prior to the end of such Initial Term or Renewal Term.

Neither Party shall have the right to terminate this Agreement at any other time, unless such termination is mutually agreed to by the Parties hereto until such time except where the breach of trust has occurred, and utmost good faith is not complied with. This agreement shall terminate upon termination of this Agreement.

Since the termination may affect largely on business planned and the capital investment including but not limited the intellectual property, marketing reach and knowledge aggregated by both the parties, neither shall terminate the agreement without taking into consideration the potential loss to each other.

However, the parties will ensure that the booked courses should be complied with, and certificates be issued even after the termination date. However, no courses may further be booked after the approved date of termination.

## **10. CONFIDENTIAL INFORMATION**

The Non-Disclosure Agreement with utmost good faith is hereby entered into by the Parties is applicable to the Joint Venture and shall apply in full force and effect to any and all Confidential Information exchanged or otherwise accessed by a Party under this Agreement.

## **11. FURTHER ACTIONS**

The Parties shall execute any documents and take all appropriate actions as may be necessary to give effect to this agreement.

## **12. ASSIGNMENT**

Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any such attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties.

## **13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of England and Wales UK without regard to conflicts of law principles. All matters shall be resolved mutually by both the parties and amicably without causing damage to each other. In case of a dispute or disagreement, a third party acceptable to both may be appointed to negotiate for an amicable solution if such issues develop which is beyond the scope of the agreement or mutual consent of both the parties.

## **14. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument and shall be mutually agreed and signed.

## **15. SEVERABILITY AND ACT OF GOD**

The Parties recognise the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law.

To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

In case of problems arising due to War or an Act of God, the terms of agreement can be adjusted according to mutual benefit and agreement.

## **16. NOTICES**

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) upon receipt of an email or a telephone facsimile transmission with a confirmed telephonic transmission answer back; (iii) three (3) days after having been deposited in the mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognised overnight courier service, addressed to a Party or their permitted assigns at the address for such Party first written above.

**17. HEADINGS**

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**18. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each Party hereto.

In Witness Whereof, the Parties have caused this Joint Venture Agreement to be duly executed and delivered as of the date first written above.

*For Desh Bhagat University (DBU), Mandi*    *For Kaizen Systems, Chandigarh*  
**Gobindgarh,**  
**Punjab**

**[Prof. (Dr.) Harsh Sadavarti]**

**[Dr. Tulika Mehta]**

**Vice-Chancellor**

**Director**

**Date:**

**Date:**

*Desb Bhagat University*  
(DBU) Mandi Gobindgarh,  
Punjab.

*Tulika Mehta*  
*16/9/25*

**WITNESS**

**WITNESS**

NAME: *[Signature]* *16 Sep 25*  
DESIGNATION: ~~Dean~~ *Manager operations to VC*  
*Desb Bhagat University*  
(DBU) Mandi Gobindgarh, Punjab

NAME: *[Signature]* *16/9/25*  
*TENetwork, Chandigarh*