



**Memorandum of Understanding  
Between  
McKinley & Rice Creativity, Pvt. Ltd  
&  
Jaypee Institute of Information Technology  
(JIIT)**

---

*Kedar Jyoti Kir*

*Devesh*



## Memorandum of Understanding (MOU) & Confidentiality Agreement

This MOU executed and entered into effect as of **07 May 2019**, sets forth the mutual intent and limited agreement of **McKinley & Rice Creativity. Pvt. Ltd.** (the "Company"), having its office at Plot A-19, 4<sup>th</sup> Floor, Sector 8 Dwarka, New Delhi 110077 India, and **Jaypee Institute of Information Technology (JIIT)**, an education institution recognized by the University Grants Commission, with its principal place of business at A-10, Sector-62, Noida 201309, U.P., India. **McKinley & Rice** and **JIIT** may be referred to in this MOU as the "Party" or "Parties".

### Parties to the Agreement:

**Jaypee Institute of Information Technology (JIIT), Noida** [AICTE Approved, NIRF (MHRD, GoI) Ranked (2016, 2017, 2018, 2019), and NAAC Accredited] was established in the year 2001 and has been declared as a "Deemed to be University" under Section 3 of UGC Act 1956 in the year 2004 vide notification dated 1st Nov 2004 of Ministry of Human Resource Development, Govt. of India.

JIIT, Noida has been ranked amongst the top in NCR, and one of the best in North India among all Pvt. Engineering Institutions; 80th best in the country among all Govt. and Pvt. Engineering Institutions as per NIRF (Ministry of Human Resource and Development) Rankings 2019.

JIIT, Noida is fully equipped to conduct UG, PG and Doctoral programs and has more than 2000 research publications and 21 books to its credit. JIIT has collaborations/understanding with many foreign Universities such as University of California, University of Florida, University of Abertay Dundee (UK) to name a few.

**McKinley & Rice Creativity Pvt. Ltd:** McKinley & Rice, Inc. is a Tech Consulting firm that has offices in Seoul, South Korea and in Delaware, U.S.A. In India, the company is registered as a Private Limited Company (PLC), through its authorized signatory Kartikey Handa & Jung Woo Kim acting in the capacity of Directors of the company. The company started its operations in November 2018 to facilitate easier cooperation between itself and its Indian partners. The aim of the company is to help emerging economies such as India access capital, build infrastructure, and showcase their talent pools to the world.

### Section 1: Objective

The objective of this MOU is to express the willingness of both parties to engage to promote startups by students of JIIT, as well as its activities to develop and expand relationships with investors in South Korea.

Another objective of this MOU is to provide training to students with the skills and knowledge necessary to learn current technology, strengthen a student's learning experience by integrating on-campus studies with closely related work experience.

Furthermore, the two parties mutually agree to develop and expand relationships to ensure that the academic and work experience goals of internship are achieved to the mutual benefit and satisfaction of both parties.

*Kartikey Handa / Ki*

*Jung Woo Kim*



## Section 2 : Use of Intellectual Property

Based on this Memorandum, either party can show logo of the other party on its website as University/ training/ industry partner. During the term of this Memorandum each party may make any press release about the association between the parties, however, the content of any such releases must be approved by the other party, in writing or by email, beforehand.

Detailed modalities of individual forms of collaboration, activities associated with them and financial aspects of each shall be mutually agreed upon on a case by case basis, and specified, with all necessary details, as Annexures to this Agreement or as separate agreements.

## Section 3 : Confidentiality

Each Party agrees that any confidential information of the other Party acquired during the terms of this MOU shall be held in confidence by the acquiring Party and that such acquiring Party shall neither use the same for itself nor disclose the same to others, nor (directly or indirectly) assist others to use the same for itself or others without the express and advance written permission of the other Party unless such information becomes generally publicly available through no act of the acquiring Party during the term of this Agreement and thereafter.

## Section 4 : Choice of Law

This MOU and all matters related thereto shall be governed by, subject to, and construed only in accordance with the laws of the Republic of India, without application of its conflict of laws principles.

## Section 5 : Integration and Modifications Clause

This MOU contains the present and entire agreement of the Parties to date regarding the subject matter hereof. No verbal or oral statements, other representations by either Party, or any previous written material or communication shall in any way modify, add to, delete, or otherwise amend this MOU. This MOU may be changed only by a writing signed by authorized representatives of the Parties to this MOU.

## Section 6 : MOU Interpretation

This MOU is the result of negotiation between the parties. Accordingly, this Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

*Karla Jayam Ki*

*Arxens*

**Section 7 : Relationship of Parties**

The Parties are and shall be independent to one another, and nothing herein shall be deemed to cause this MOU to create an agency, partnership, or joint venture between the Parties. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer between the Company and the Consultant.

**Section 8 : Period & Termination**

This MoU will be valid for 2 years from date of signing, and both Parties shall have the right to forthwith terminate the agreement, with a written notice of 30 days in advance before termination, for any reason whatsoever. In the event of such termination, the Memorandum of Understanding shall be entitled to clearance of payments by both the parties said in the contract for the actual amount of Services performed under this Agreement, till the date of such termination.

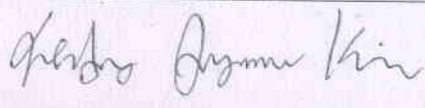

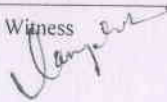

**Coordinators:**

The following liaison persons are appointed by the parties:

From **JIIT** : Anurag Srivastava : [anurag.srivastava@jiit.ac.in](mailto:anurag.srivastava@jiit.ac.in)

From **McKinley & Rice** : Kartikey Handa : [kartikey.handa@mckinleyrice.com](mailto:kartikey.handa@mckinleyrice.com)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

For and behalf of <b>McKinley &amp; Rice Creativity Pvt. Ltd.</b>	For and behalf of <b>Jaypee Institute of Information Technology (JIIT)</b>
	
<b>Name: Jungwoo Kim</b>	<b>Name: Prof (Dr) S.C. Saxena</b>
<b>Title: CEO</b>	<b>Title: Vice Chancellor</b>
<b>Date: 07 May 2019</b>	<b>Date: 07 May 2019</b>
Witness 	Witness 
<b>Vanya Goel</b> Assistant Manager (AM), McKinley & Rice Creativity Pvt. Ltd.	<b>Kapil Sud</b> Head T&P, and Dean Student's Welfare JIIT, Noida