

MEMORANDUM OF UNDERSTANDING

This AGREEMENT made and entered into on 22nd June 2020 between **JAIN (Deemed-to-be University)**, a University Under Sec 3, UGC Act, Accredited with A Grade by NAAC, currently offering various Undergraduate & Postgraduate programs under different faculties (hereinafter referred to as the "**INSTITUTION**" which expression shall where the context so admits include its successors and permitted assigns) of one part

And

IMS Pro School Pvt. Ltd., a company registered in India under the Indian Companies Act 1956 and having its registered office **Number 704, 7th Floor, G Square Business Park, Plot No 25 & 26, Sector 30, Station, Navi Mumbai 400703**

Hereinafter referred to as "**INDUSTRY PARTNER**" herein called as "**PARTNER**" which expression shall where the context so admits include its successors and permitted assigns) of the other part.

Scope

WHEREAS the **INSTITUTION** is a Deemed-to-be University offering Programs in different disciplines, has agreed for this mutual association.

Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in Skill Enhancement of Students in the area of Information Technology

And

WHEREAS The **PARTNER** is engaged in providing Training, Skill Development, Consultation and has strength in Development, Delivery, and Marketing of Technology Trainings. And it and has approached The **INSTITUTION** to establish an effective relationship in this context

Objectives

- Design, Develop and Deliver Programs which will enhance skills of students/aspirants through Industry Relevant Trainings.
- Working closely with Industry for establishing the Curriculum as per its requirements to enhance the quality of Information Technology Education in the country.

Role of the INSTITUTION

- The INSTITUTION shall provide the available infrastructure & Basic Amenities such as Classrooms, Electricity, Water, Telephone Etc.; suitable and ready for delivering the training courses and other activities in conjunction with the PARTNER in the scope.
- The INSTITUTION shall provide a workable space/ room with basic amenities for the staff of The PARTNER to facilitate marketing & related activities for successful outcome of joint activities
- The INSTITUTION shall help to develop the market through its existing established network and would support in marketing exercise.
- The INSTITUTION shall nominate a coordinator as a point of contact (POC) for PARTNER for proper operation of MoU.
- The INSTITUTION shall treat PARTNER as Skilling partner for joint activities for mutual benefits.
- Required Approval of all the courses from the relevant Statutory Bodies
- Registration / Enrolment of students
- Collection of Course Fee, Exam Fee and any other fee applicable
- Conducting of Exams, final evaluation of students as prescribed by PARTNER & declaration of results Shall arrange to conduct the examinations by announcing the examination dates and schedule, arrange for examination venues, arrange the requirements at the examination venues, approve the panel of examiners and get answer papers and practical / project report evaluation done through Second Party and arrange to declare results as per schedule of Second Party to ensure the students pay the necessary fees to the University as stipulated from time to time.
- Include the proposed courses in marketing activities of the University.



Role of the PARTNER

- The PARTNER shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of The INSTITUTION. It shall accordingly propose various programs within the overall scope of MoU.
- The quality delivery is the responsibility of The PARTNER and the PARTNER would have to engage the required manpower and the faculty as per the requirement in conjunction with the INSTITUTION.
- The PARTNER shall design, develop and provide required course materials & practical training to the students.
- The PARTNER shall market the programmes jointly with the INSTITUTION. It shall also support the students in placement to the best of their ability.
- The PARTNER shall follow guidelines of University for academic delivery including but not limited to Exams.

Joint Responsibilities

For all the programs to be conducted jointly, responsibilities will be decided in mutual agreement by INSTITUTION and PARTNER.

Financial Arrangement

- Course fee shall be decided in mutual agreement by both INSTITUTION and PARTNER for all the programs to be conducted jointly and mentioned in Annexure 1
- All fees will be collected from the students by INSTITUTION and the agreed amount of revenue share will be payable to the PARTNER.
- The INSTITUTION shall pay invoices raised by PARTNER in full and in cleared funds within 30 Business Days of the date of the invoice.

Payment shall be made to the bank account nominated in writing by PARTNER.



- The INSTITUTION shall pay all amounts due under this agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Depends on performance and delivery.

Duration and Termination of Agreement

MOU shall be effective from the date of signing and shall remain in force for a period of two years. The agreement will be automatically renewed unless terminated.

In case the PARTNER intends to terminate the contract, it shall communicate the INSTITUTION three months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of a long duration batch (if any), it is the obligation of the PARTNER to make it successful with full support from the INSTITUTION.

Confidentiality

The INSTITUTION agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the PARTNER and cannot be used for at least two years from the date of termination/ completion. The INSTITUTION shall not be liable for any suit on account of demands for infringement of copyright etc. by the PARTNER which has no nexus with the objective of the MoU.

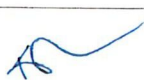

General Provisions

- Both the Parties have full power and authority to enter into this MoU and take any action execute any documents required by the terms hereof; and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.



- This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
- The PARTNER & The INSTITUTION shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.
- The PARTNER shall strictly follow the INSTITUTION norms, rules and regulations for conducting the programs and shall maintain the INSTITUTION high standards.
- All courseware provided by the PARTNER is its copyright. Confidentiality of same shall be maintained and the INSTITUTION should ensure it is not replicated
- Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
- Both parties shall promote the arrangement and courses through respective websites and social media platforms

Functions of INSTITUTION & PARTNER:

- The functions of both the parties shall be to oversee the planning and meaningful execution of the Agreement as delineated below:
 - To ensure effective collaboration with industry for improved employability.
 - To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
 - To provide guidance, direction and approval regarding methodology for marketing of programmes and training courses.
 - To suggest and approve amendments in MoU (if so required).
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Amendment

During the operation of the MOU, circumstances may arise which may call for amendment / alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU.

Force Majeure

The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of PARTNER, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure events and shall consult together to find a mutually acceptable solution.

Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this MoU shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).

Arbitration

- In the event of a dispute between the PARTNER and the INSTITUTION arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.
- Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Karnataka, India. Jurisdiction shall be the Court of Bangalore.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

For INSTITUTION

Signature: 

Name: **Dr. NVH Krishnan**

Designation: **Registrar**

Place: **Bangalore**



Date: **13th July, 2020**

For PARTNER

Signature: 

Name: **Mr. Sanjay Chaudhary**

Designation: **CEO**

Place: **Bangalore**



Date: **30/09/20**

Witness 1:

Signature:- _____

Name:- _____

Witness 2:

Signature:- _____

Name:- _____



Jain Group of Institutions

Addendum



Memorandum of Understanding (MOU) Between

JGI - JAIN Group

[All Institutions under JAIN Group of Institution]

- JAIN University Trust – JAIN (Deemed-to-be University)
- Shri Bhagwan Mahaveer Jain Educational and Cultural Trust (SBMJECT) Represented by, Colleges
other Institutions
- Arka Educational and Cultural Trust (AECT) Represented by, Arka Jain University
Jain College and other campuses.
Here in after known as JGI – JAIN Group

And

IMS Pro School Pvt Ltd

The MoU signed on 22 June 2020 is extended between **JGI- JAIN Group** and **IMS Pro School Pvt Ltd**

Validity: This extension of MOU shall be operational upon signing for duration as per the MoU Signed on 22 June 2020.

Summary & Scope of the MOU: Design, Develop and Deliver Programs which will enhance skills of students/aspirants through Industry Relevant Trainings.

- Working closely with Industry for establishing the Curriculum as per its requirements to enhance the quality of Information Technology Education in the country
- The functions of both the parties shall be to oversee the planning and meaningful execution of the Agreement as delineated below:

- To ensure effective collaboration with industry for improved employability.
- To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
- To provide guidance, direction and approval regarding methodology for marketing of programmes and training courses. To provide seminars, guest lectures, and conduct workshops, FDP and MDP programs.

For **IMS Pro School Pvt Ltd**



Sanjay Chaudhary

CEO

11-September-2020

For **JAIN Group of Institutions,**



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Dr. Chenraj Roychand

Founder and Chairman

JGI- JAIN Group