



MOU - PARTNERSHIP AGREEMENT

EXCEL EDUCATION INSTITUTE and **JAIN**(Deemed-to-be University) agree to work together to assist students prepare for (IELTS, TOEFL, PTE, GRE and GMAT) examinations which permit them to process applications for the purposes of studying, working and/or reside abroad.

This MOU/Agreement is intended to enhance the relationship between the two parties to identify and encourage students for enrollment at Excel Education Institute training centers in relevant courses applicable for the purposes of studying, working and/or reside abroad.

WHEREAS, EXCEL EDUCATION INSTITUTE is a reputed and exclusive education and training services provider for various courses, which help the students to study, work and/or reside abroad;

WHEREAS, EXCEL EDUCATION INSTITUTE has expended substantial time, effort, and expense, to develop relationships, significant expertise, teaching techniques and extensive knowledge concerning a variety of examinations which help candidates applying for student/work/residence visa of students in colleges and universities in countries outside India;

WHEREAS, JAIN(Deemed-to-be University) is a reputed and leading college/institute/university, willing to represent EXCEL EDUCATION INSTITUTE as a recognized partner by assisting in the admission of students and professionals desirous of studying in the U.S.A, Europe, Canada, Australia, New Zealand and other countries where the students would be inclined to study, work and/or reside abroad.

WHEREAS, EXCEL EDUCATION INSTITUTE and JAIN(Deemed-to-be University) have agreed to enter into this agreement for their mutual benefit and most importantly to benefit the academic/career progression of students desirous of going to other countries to study, work and/or for residence purposes;

NOW THEREFORE, for good and valuable consideration as set forth herein, EXCEL EDUCATION INSTITUTE and JAIN(Deemed-to-be University) agree as follows:

- 1. JAIN(Deemed-to-be University) will regularly notify, promote and extensively inform all their prospective students across all its branches/centers about the Training Courses (as listed in ANNEXURE-I below) offered and Education Counseling conducted by EXCEL EDUCATION INSTITUTE as their recognized partner. The students will consistently be communicated mainly via Digital Media (including phone calls, messaging services, emails, etc.) to ensure they are effectively informed regarding the training courses and counseling offered by EXCEL EDUCATION INSTITUTE.
- 2. JAIN(Deemed-to-be University) agrees to provide on commencement of every academic semester via Official Email to EXCEL EDUCATION INSTITUTE full name, email, address, course/class and phone number details of candidates approaching them directly, prospects and students taking admission across all JAIN(Deemed-to-be University) & branches. These are primarily students interested to study and prepare for IELTS, TOEFL, PTE, GRE and/or GMAT exam course(s), enabling EXCEL EDUCATION INSTITUTE to contact them for purposes of counseling, preparing, coaching and assisting for the exams accordingly;
- 3. EXCEL EDUCATION INSTITUTE will provide necessary counseling, admission, training courses and consulting to interested JAIN(Deemed-to-be University) students with an added advantage of availing a

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Discounted Course fee (as listed in ANNEXURE-I below) applicable to all JAIN(Deemed-to-be University) students with a valid and current college identification card.

- 4. Conflict of Interest- It is agreed that no separate additional agreement or contra will be extended by JAIN(Deemed-to-be University) to a third party, individual, academy, institution, training services provider, sub agency or organization to act on behalf of EXCEL EDUCATION INSTITUTE with regards to counseling and/or training of courses listed in ANNEXURE-I without the prior, written approval of EXCEL EDUCATION INSTITUTE.
- 5. Advertising and Promotion- JAIN(Deemed-to-be University) shall use its own means of advertising and informing candidate students primarily through Digital Media at least once each week. All promotion and advertising content is subject to written approval by EXCEL EDUCATION INSTITUTE.
- 6. Liability- By this agreement, either party does not accept liability for any actions or conduct by other. Both parties agree, acknowledge and affirm, that it does not have the authority to make representations or commitments on behalf of each other without the prior, written approval from other party.
- 7. Term- This agreement shall be in effect from the date signed by both parties up to minimum two (2) years duration, and thereafter will only be terminated if any one party notifies the other party of termination/closure via written communication. During the initial 2 years a party can choose to terminate the agreement via written communication only if other party has violated any terms mentioned in this MOU/Agreement.
- 8. Non-Disclosure Obligation- At all times, both during and after the term of this agreement, both parties agree to keep in strict confidence all confidential information and not use or disclose info related to it, in whole or in part, nor permit others to use or disclose it in any way, without the prior written consent of other party.
- 9. Modifications- This agreement may not be modified or amended except by a written agreement that refers to this agreement and is signed by both parties hereto.
- 10. Governing Law / Jurisdiction- This agreement shall be governed by and construed in accordance to the exclusive jurisdiction of the Courts of Bengaluru, Karnataka, India.

EXCEL EDUCATION INSTITUTE

Name: Akash C. Kumar

Designation: Vice President Operations

Phone: +91-9741222777

Email: my.excel.institute@gmail.com

Place: BANGALORE

Date: June 11, 2019

JAIN(Deemed-to-be University)

Name: Dr. N V H Krishnan

Designation: Registrar

Phone: +91 80 4343 0400

Email: registrar@jainuniversity.ac.in

Place: BANGALORE

Date: June 11, 2019



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

EXCEL EDUCATION INSTITUTE

The MOU signed on 11 June 2019 is extended between JGI - JAIN Group and EXCEL EDUCATION INSTITUTE

<u>Validity:</u> The validity of MOU will be for a period of 5 years after the expiry of the first MOU.

<u>Summary & Scope of the MOU:</u> JGI - JAIN Group will regularly notify, promote and extensively inform all their prospective students across all its branches/centers about the Training Courses offered and Education Counseling conducted by EXCEL EDUCATION INSTITUTE. The students will consistently be communicated mainly via Digital Media (including phone calls, messaging services, emails, etc.) to ensure they are effectively informed regarding the training courses and counselling offered by EXCEL EDUCATION INSTITUTE.

EXCEL EDUCATION INSTITUTE will provide necessary counselling, admission, training courses and consulting to interested JGI - JAIN Group students with an added advantage of availing a discounted course fee applicable to all the students of **JGI - JAIN Group** with a valid and current college identification card.

For EXCEL EDUCATION INSTITUTE, Date- 10th Sept 2019

Akash C Kumar

(Vice President - Operations)

For JAIN Group of Institutions, Date- 10th Sept 2019

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Dr. Chenraj Roychand

Founder and Chairman JGI - JAIN Group