

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU" or Agreement) is made, entered into and executed at Delhi on the 13th day of Jul, 2023; (Hereinafter shall be referred to as 'Effective Date').

BY AND BETWEEN;

1) ARKA JAIN University, Mohanpur, Gamharia, Distt – Seraikela – Kharsawan, State – Jharkhand, Pin – 832108

Hereinafter referred to as **Party 1**

AND

2) Cubezoid Solutions Private Limited, Master Coordinator/Franchise of Vskills Government Assessments

Hereinafter referred to as **Party 2**

The Party 1 and Party 2 conclusively be referred to as 'The Parties' hereinafter.

WHEREAS, the Party 1 herein is an educational institution in Mohanpur, Gamharia, Distt – Seraikela – Kharsawan, State – Jharkhand are the liaison or providing students to the Party 2 for online courses hereinafter referred as (said courses), as mentioned in the Schedule I

AND WHEREAS the Party 2 herein desirous of acquiring students for the said courses, for a maximum consideration of **30% discount** of the fees (as listed on Party 2's website – <https://www.vskills.in> with minimum final fees of Rs. 1500/- + tax) per applicant to be given to Party 1 in return of enrollment of students from the institution of Party, as per criterion below

- Students who register and pay fees on Party 2's website by using a custom coupon code (**ARKAJAINU30**), shall avail the **discount of 30%**.

AND WHEREAS the parties have currently agreed to certain terms and have made certain representations in order to give effect to the aforesaid transaction and desired to get the same recorded and in pursuance of which this instant MOU is being entered into.

NOW THEREFORE, IT IS THEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AND THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED AS FOLLOWS:

A. The aforesaid Recitals shall be forming an integral part of this Agreement only for the sake of brevity. Also, the contents of the Recitals above should be treated as forming an operative part of this MOU as if the same were set out in verbatim in the operative part also and are to be interpreted, construed and read accordingly.

B. UNDERSTANDING OF THE PARTIES

- 1) The Party 1 has agreed to act as a provider of students to the Party 2 for the purpose of said online courses.
- 2) The Party 2 herein has also agreed to acquire the services of Party 1 for the said online courses restricting to provide enrollment of students.
- 3) The Parties have agreed that subject to fulfillment of terms agreed to be performed by the parties
- 4) Party 2 shall generate a coupon code to be given to Party 1 for admission of students for online courses. Party 1 shall use this code generated by Party 2 for the students to avail discount for the said online courses.
- 5) The discount availed by the students shall be **30% less** fees on the registration fees applied for by each student with minimum payable being Rs. 500/- +taxes.
- 6) Payment made to Party 1 by candidates, shall be deposit in the Account of Cubezoid Solutions Private Limited, HDFC Bank, IFSC - HDFC0001261, Account number: 9999955557000
- 7) The Party 2 at the end of every month i.e., on 30th day of every month shall email the list of students registered against the coupon code and their course progress.
- 8) Party 2 undertakes to provide the course material required for the said online courses- which may include- hard copy reading material, access to online e-learning LMS and online practice tests access.
- 9) Party 1 shall not be under any obligation to provide anything beyond the student's registration for online courses to Party 2.
- 10) Party 2 will provide single attempt of assessment exam to students, valid for one year from date of registration.
- 11) Party 2 shall not give any refund to students in case of cancellation, dropout, etc., from the course once enrolled. In case of credit card chargeback, Party 2, will cancel the registration and update Party 1 of the same.
- 12) The said online courses are certified courses for which a certificate per course shall be issued by Party 2 to the students clearing the assessment exam conducted by Party 2. Party 2 shall bear the cost of printing, dispatch etc., of the said certificates.
- 13) That, the parties agree that the payment shall be done and received as decided in the understanding between parties
- 14) In the event of termination of this MOU before the completion of a batch, both the parties shall ensure the successful completion of the course by the said batch.
- 15) Service tax or any other statutory taxes as applicable will be charged and submitted by Party 2.
- 16) Party 2 is liable for successful receipt of deliverables (hard copy, online e-learning, practice test access) as applicable, to student registering for the course.

A. CONFIDENTIAL INFORMATION

During the term of the Memorandum of Understanding Parties shall not disclose to any third party the terms of this MOU.

B. GOVERNING LAW AND TRADE TERMS

This Agreement shall be governed by and construed in accordance with the laws of India without application of its conflict of law principles.

C. WAIVER

In no event shall any obligation of each Party hereto under this Memorandum of Understanding be discharged in whole or in part by waiver or renunciation is made in writing and is signed by a duly authorized representative of the other Parties hereto. No waiver by the Party hereto with respect to any breach or default of the other Party(ies) or with respect to any provision or condition of this Memorandum of Understanding shall be deemed to constitute either a waiver of any subsequent breach or default or continuing waiver with respect to the same or any other provision or condition of this Memorandum of Understanding, unless there is a written document to that express effect signed by duly authorized representative of Parties hereto, as the case may be.

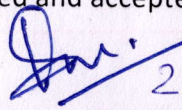
D. AMENDMENTS:

The Parties hereto reserve the right to amend this document at any time with the written agreement of both the Parties.

Any dispute arising out of or in connection with this MOU, shall be referred to and finally resolved by arbitration in Delhi.

IN WITNESS WHEREOF, the parties hereto have signed this MOU on the day and year first above written.

Signed and accepted by

 23/11/23

Dr. Urvashi Thakur

HoD, MBA Programme

Dept. of Management

SCOM, ARKA JAIN University

Jharkhand, (within named 'Party 1')

HoD, MBA
School of Commerce and Management
ARKA JAIN University, Jharkhand

AND

Signed and accepted by



Rajat Kakkar, Head-Alliances,

Cubezoid Solutions Private Limited, Delhi (within named 'Party 2')

WITNESS:

A blue ink signature of Dr Charu Wadhwa.

1.Name : Dr Charu Wadhwa

Associate Professor (MBA - Marketing)

Dept of Management, SCOM

ARKA JAIN University Jamshedpur, Jharkhand,

A blue ink signature of Ms. Pooja Sachdeva.

2. Name : Ms. Pooja Sachdeva

Manager – Alliances

Cubezoid Solutions Private Limited, Delhi