



ARKA JAIN
University
Jharkhand



Memorandum of Understanding

Between

International Skill Development Corporation [ISDC]

And

Arka Jain University, Jamshedpur



**ARKA JAIN
University**
Jharkhand



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Arka Jain University, Jamshedpur on this 14th day of MAY in the Year 2024.

BETWEEN:

ISDC Projects India Pvt. Ltd., trading as “ISDC - International Skill Development Corporation” and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka – 560052, represented by its Head – Strategic Partnerships Mr. Shone Babu, hereinafter referred to as “**ISDC**” or **FIRST PARTY**.

AND

With a vision to empower talent through its innovative learning experience, ARKA JAIN University, Jharkhand intends to become an educational hub for millions of young minds across the country and internationally and represented by its honorable Registrar Dr. Amit Srivastava hereinafter referred to as “**AJU**” or **SECOND PARTY**.

Both Parties as above have expressed a desire of entering a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- The First Party - ISDC, a Skill Development Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to develop, promote and deliver BBA with Digital Marketing
- The Second Party –Arka Jain University, on its part is interested in associating with First Party for using their expertise to develop, promote and deliver the BBA with Digital Marketing as the graduate program at Arka Jain University with their academic autonomy

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which leads to ISDC Certificate in Digital Marketing to the students enrolled with the Second Party along with their graduate degree from Arka Jain University.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding ("MOU") is not, and is not intended to be, legally binding except as specifically set out below.

1. The First Party shall support the Second Party to develop the BBA with Digital Marketing program and the students enrolled for Digital Marketing leads to Certification from ISDC along with their Undergraduate Degree from Arka Jain University.
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at Arka Jain University. The final approved syllabus by the Board of Studies and Academic Council of the institution for BBA with Digital Marketing Programme.
3. The First Party can use the name of the Second Party for promoting this Partnership. The Second Party can also use the name of First Party for advertisements and promotional purposes.
4. The Digital Marketing admission criteria and the number of seats for the above said programs are fixed by the Second Party in consultation with the First Party.
5. The First Party provides digital version of the relevant Learning Materials to the students enrolled.
6. The First Party provides additional training support/ master classes to the students enrolled for BBA with Digital Marketing and the number of hours per subject / per module is given in the Annexure 1. If the number of students enrolled for the program is less than 30, the training will be done through Online Mode by using the LMS of the First Party.
7. All responsibilities regarding registration of the students with Digital Marketing should be dealt with by the First Party. The students have to follow the rules and regulations to appear for the examination and pursue certification.
8. Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First party as per the table given below:

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Courses/Offerings	ISDC Fees
BBA with Digital Marketing	<p>INR 40,000 Per Student for the Whole Course Fees to be paid in 2 installments:</p> <p>INR 20,000 to be payable before 15th Nov 2024</p> <p>INR 20,000 to be payable before 15th June 2025</p>

Please note:

- This is for the Batch of 2024-25 while the same will continue for subsequent two fresh batches.
 - The Specified commercials does not include GST or any other tax components.
 - The mentioned fee to be collected by the University. ISDC will invoice Arka Jain University based on the number of students enrolled for the course.
- The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students, if any, shall be communicated by the representative of the Second Party to the First Party immediately.
 - The University will comply by providing the required documents and academic program guide with details of the integrated syllabi and sample question papers within 30 days from the date of MOU signing.
 - It is intended that the terms of this MoU will remain in force for an initial period of three years set out above i.e., the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause (13). The MoU can be extended for further periods after the expiry of three years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.
 - Either Party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the

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existing batches on agreed terms.

14. All Intellectual Property created by a Party in connection with the collaboration shall remain the property of that Party. The Parties agree that any material jointly created by the Parties for the collaboration shall be jointly owned (based on the Contributions) by the Parties, unless otherwise agreed in writing.
15. Where the collaboration reasonably requires the use by one Party of Intellectual Property that is owned by the other Party (the **"IPR Owner"**), the IPR Owner will license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.
16. For the purposes of this MoU, **"Confidential Information"** shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either Party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Training & Learning Material, Trade Secrets, University / College Lists, Trade and Commercial Details and Computer Software and Databases, the Contents of all Reports and Documentation prepared by either Party or on its behalf and any other information of a confidential nature designated by a Party as confidential; Each of the Parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:
 - The Confidential Information was already lawfully known, or became lawfully known to either of the Parties independently.
 - Disclosure or use is necessary by either of the Parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
 - Disclosure is required by law to any Government, Governmental Department, Agency, Regulatory or Fiscal Body or Authority (whether national or foreign) and their Authorised Agents (including professional advisers);
 - The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies.
 - Each Party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other Party.

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17. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration as per the **Arbitration and Conciliation Act, 1996** and in case of any disputes not settled due to arbitration it will be subject to the courts of Jamshedpur Jurisdiction.

Each party hereby confirms its agreement to the terms contained in this MOU on this 14th day of MAY, 2024.

On behalf of

Arka Jain University

A. S. Srivastava

Dr. Amit Srivastava

Registrar

ISDC
[Signature]

Mr. Siddhant Chandel

Regional Manager - Business Relationship

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above. On this 14th day of May, 2024.

Witness:

Arka Jain University

P. Das

Dr. Pompei Das Sengupta

Dean – UG

ISDC

Abhisek Das

Mr. Abhisek Das

Business Relationship Manager



Annexure 1

Master Training sessions by ISDC Trainers through offline/online mode:

Module/Paper	Subject Name	Training Hours
Module 1	Digital Marketing & Fundamentals	40 hours
Module 2	Inbound Marketing: Content Strategy and Search Engine Optimization	40 hours
Module 3	Outbound Marketing: Digital Advertising and Social Media Promotion	40 hours
Module 4	Web and Social Media Analytics	40 hours
Module 5	Growth Marketing	40 hours
Module 6	Digital Product Management	40 hours

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Extension of the MoU

Pursuant to the MoU dated 12th June 2020 made between:

ISDC and Arka Jain University, both parties have agreed to extend the relationship and understanding for a further period of Three Years from 12th June 2023 to 12th June 2026.

Each party hereby confirms its agreement to the terms contained in the Original MoU except the clause below for the Extension Period.

The Parties agree with effect from the date of this extension the Original MoU shall be varied as follows: -

Clause 9 of the Original MoU shall be deleted and replaced with the following:

Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First party as per the table given below from Batch intake 2023 onwards.

Programs	ISDC Fee
BCom Hons and BBA with ACCA	INR 20,000 per student to be paid by November 2023
	INR 20,000 per student to be paid by March 2024

The same payment schedule will be continued for the subsequent batches too.

Each party hereby confirms its agreement to this extension on 12th June day of 2023.

On behalf of Arka Jain University

On behalf of ISDC

a. k. shrivastav
Mr. Amit Kumar Shrivastav
Registrar
ARKA JAIN University
Jharkhand

Vikas Khosla
Mr. Vikas Khosla
Zonal Head
Institutional Relations

IN WITNESS WHEREOF, the parties hereto have caused this Extension to the MoU to be executed as of the first date set forth above, on 12th June day of 2023.

Witness:



Arka Jain University



Siddhant Chandel
Regional Manager:
Business Relationship Manager: ISDC