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BV 840894

Memorandum of Understanding

Between

M/s. Active Edu-Technologies India Private Limited

And

M/s. Naipunnya Institute of Management and Information Technology

1. Parties:

This Memorandum of Understanding (hereinafter referred to as MoU) is made and entered into by and between M/s. Active Edu-Technologies India Private Limited, 3AB, Chandra Tower, Vytilla, Cochin-682019, Kerala represented by its Director Mr. P S Ramesh Krishna, hereinafter referred to as the First Party.

AND

M/s. Naipunnya Institute of Management and Information Technology, having its campus at Naipunnya Nagar, Pongam, Koratty East, Thrissur, Kerala 680308 represented by its Principal & Executive Director Fr. Saje Peter hereinafter referred to as the Second Party.

The First Party and Second Party are individually referred to as Party and collectively referred to as Parties.

Signature of the First Party

VALUE Rs 1000

Active Edu-Technologies India Private Limited
Cochin

Signature of the Second Party

Vayhen Asein Thapannal
Principal & Executive Director



K. B. JAYADEV
E.R.O. VENDOR

2. Purpose:

Whereas, the First Party is in the field of providing education, training and certification to students pursuing different educational and training courses and has proposed to the Second Party, its desire to conduct trainings for the students pursuing different courses through it at the college campuses under the ownership and management of Second Party, and

Whereas the Second Party is a educational university with modern facility and infrastructure support by way of class rooms, library, Information Technology and allied infrastructure and training equipment's required for facilitation of the training, and is willing to associate with the First Party in conducting training for the Course as herein below defined, and

Whereas the Parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The Parties now, have therefore, agreed to enter in writing these areas of consensus, under this MoU.

3. Definitions: -

"Cheque" refers to bank cheques, bank draft or wire transfers.

"Course" or "Training" refers to Microsoft Technology Associate certification as agreed upon from time to time by both the Parties unless specifically mentioned.

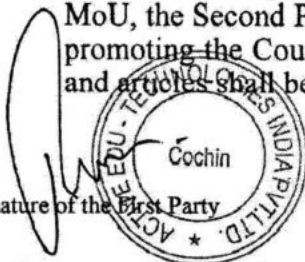
"Materials" refers to materials as provided by First Party for the Training, practice and preparation of the examination for the Course.

4. Process:

Now, therefore, following are the terms and conditions agreed upon between the Parties:

- (i) The First Party shall provide faculty members/trainers with requisite experience to conduct the training sessions for the students enrolled for the Course.
- (ii) The Second Party agrees to permit the First Party to conduct the Course in their premises and provide a conducive atmosphere, infrastructure and marketing support for the smooth functioning of the trainings.
- (iii) The First Party and the Second Party will plan, schedule and intimate to each other exact date(s) of commencement of the training as well as the timings for the trainings.
- (iv) Notwithstanding anything contained in the MoU, to ensure the success of the MoU, the Second Party will provide all necessary support for the marketing and promoting the Course provided by way of this MoU. The marketing collaterals and articles shall be prepared by mutual discussion.

Signature of the First Party





Signature of the Second Party

- (v) The Second Party shall enroll the students for the Course provided by the First Party and will maintain proper records of the students enrolled and shall share the same with the First Party, in order to avoid any kind of dispute at a later date.
- (vi) The SECOND PARTY will pay in an amount of initial payment for 33 students (Rs.2500 X 33 = Rs.82,500/-) as the fees for Microsoft Technology Associate - Python workshop and Certification exams at the time of signing MOU. The amount will be credited to such Bank Account as may be specified by the FIRST PARTY.


The pricing is for a minimum commitment of 66 numbers of students. The remaining payment for 33 or more students need to be done by the the Second Party before fifteen (15) days of enrollment of each student to the First Party for the course by way of Cheque, or directly credited to such Bank Account as may be specified by the FIRST PARTY.

- (vii) In further to the conditions provided in Clause (v), the Second Party shall communicate to the First Party the expression of interest by the students for the exam and the First Party shall, based on such written expression of interest provided by the Second Party for and on behalf of the students, endeavor to make available the date, time and center subject to the availability of the same provided by Certiport or its authorized partners.
- (viii) Both Parties must conduct the whole exercise under this MoU in the most professional and ethical manner in the larger interest of preserving and promoting the reputation of Active Edu-Technologies India Private Limited and Naipunnya institute of management and information technology.
- (ix) Both Parties have come to an understanding that, the First Party shall, at its sole discretion, determine the Training Material(s), content and delivery of the Course to be promoted under the MoU, however, the First Party shall reasonably ensure the content, support, quality and affordability of the Materials.
- (x) The minimum expected course intake is 66 (Sixty-Six) students per batch for Courses conducted at Second Party's premises.
- (xi) The duration of the program is mutually agreed to be 35 (thirty-five) hours.
- (xii) This MoU is effective from **the date of signing of this MoU** and shall continue to be in force for a period of One (1) year and review thereafter, unless terminated earlier in accordance with the terms of this MoU, and thereafter it may be renewed in writing on the same terms on mutual consent. Either party can terminate with 60 (Sixty) days' notice subject to completion of batches.


Signature of the First Party



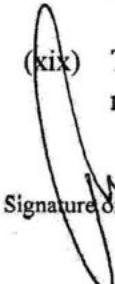
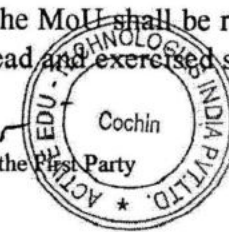



Signature of the Second Party

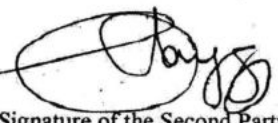
- (xiii) If the First Party or the Second Party fails to timely and fully meet the requirements of every batch or has been guilty of any misconduct, dishonesty or has violated any terms of this MoU, even after being served a Thirty (30) days written notice by the aggrieved Party to cure such breach, default or misconduct, then the aggrieved Party reserves its right to terminate this MoU immediately with written notice to the other Party and without incurring any additional liabilities other than any obligations for payments, if any, which are due up to the date of such termination.
- (xiv) The Second Party shall make no efforts to encourage the faculty members/trainers provided by the First Party to propagate the Course on their own or through the Second Party. Further, the faculty members of the First Party shall not be approached for conducting courses or classes for a period of one year in the event of termination of the MoU.
- (xv) Notwithstanding anything contained in this MoU, the MoU may be terminated by three (3) months prior notice in writing by either Party. In case of such termination, both the Parties agree to fulfill their respective obligations under the MoU so as to complete training for any students who have already been enrolled in the Course.
- (xvi) This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under this MoU shall be discussed and mutually resolved by the Parties. If such mutual discussions do not settle the dispute within sixty (60) days, the Parties agree to refer the matter to for adjudication by the courts having competent jurisdiction of the first party.
- (xvii) Each Party shall hold in confidence and refrain from divulging and cause its personnel to hold in confidence and refrain from divulging to any party whomsoever, all data and information about the other Party or concerning the other Party which each Party and/or its personnel may acquire in connection with this MoU, except as otherwise agreed by the Parties. The Second Party undertakes that the knowledge in relation to the Course acquired through the MoU shall not be used for a period of one (1) year from the date of termination of the MoU by either Party.
- (xviii) The Second Party undertakes that the Course shall be propagated and exercised only through the First Party and no other party shall be approached for the delivery of the Course in any of the campus under the management or ownership of the Second Party, during the term of this MoU.

(xix) The MoU shall be read and exercised in whole and no part of the MoU shall be read and exercised separately.

Signature of the First Party


Signature of the Second Party



out of i) injury, illness, disease or death suffered by each Party's personnel, and/or ii) damage or loss of each Party's property, arising out of or in any way relating to this MoU, howsoever and whomsoever caused. Each Party shall maintain all insurances required by it pursuant to applicable laws and/or to fulfill its obligations under this MoU.

(xxi) Each Party shall pay all taxes, assessments and fees, if any imposed on it by the governmental authorities in connection with this MoU.

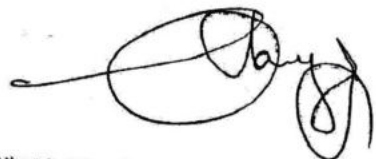
(xxii) It is expressly understood and agreed that this MoU is entered into as a contractual relation with respect to the conduct of the Courses, which relationship shall not, under any circumstances, be regarded as a corporation or partnership or consortium or joint venture or association of persons or any other entity having a distinct legal personality whatsoever. Each Party shall perform its respective

Obligations under this MoU in a lawful manner, consistent with the highest ethical and business standards. Parties shall maintain their respective books and records in connection with this MoU in a complete and accurate manner.

Signed on the 7th day of August 2018 at (Cochin).


P. S Ramesh Krishna
For M/s. Active Edu Technologies India
Private Limited




Er. Saje Peter
Naipunnya Institute of
Management and Information Technology

