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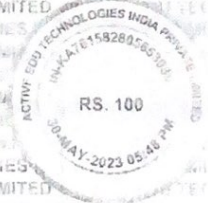
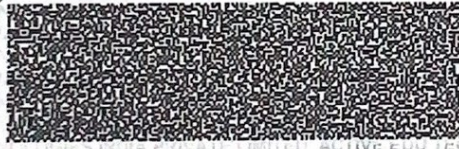
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 Description of Document : Article 37 Note or Memorandum
 Description : MEMORANDUM OF UNDERSTANDING
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 (Zero)
 First Party : ACTIVE EDU TECHNOLOGIES INDIA PRIVATE LIMITED
 Second Party : JYOTI NIVAS COLLEGE AUTONOMOUS
 Stamp Duty Paid By : ACTIVE EDU TECHNOLOGIES INDIA PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

Authorised Signatory
 Karnataka SDDM-Comp Society Ltd
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MEMORANDUM OF UNDERSTANDING ON MICROSOFT ADVANCED EXCEL PROGRAM

Between

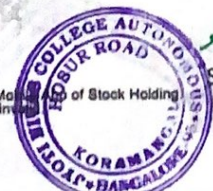
M/s of Active Edu Technologies India Private Limited

And

Jyoti Nivas College Autonomous

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**, having its corporate office at **Third floor, S4 Square, 1st Cross Road, Neeladri Nagar, Electronic City Phase 1, Bangalore-560100** represented by its Director **Ramesh Krishnan P S**, hereinafter referred to as the **First Party**.



S. G. G. G.
Second Party

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 2. The onus of checking the legitimacy is on the users of the certificate.
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AND

Jyoti Nivas College Autonomous, a college affiliated to the **Bengaluru City University**, having its campus at **Hosur Road, Bangalore - 560095, India** represented by its **Principal, Dr. Sr. Lalitha Thomas** 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.

2. Purpose:

Whereas, the First Party is in the field of providing education and training 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 an autonomous college affiliated to Bangalore City 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 Office Specialist - excel training or any other course as agreed upon from time to time by both the Parties unless specifically mentioned.

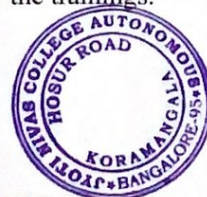
"Materials" refers to materials as provided by First Party for the Training, practice and preparation of the examination for the Course.

4. Process:

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

- i) The first party shall deliver training and then facilitate the certification of the course the details of which are listed as per Annexure — I which forms part of this MOU.
- ii) The First Party shall provide faculty members/trainers with requisite experience to conduct the training sessions for the students enrolled for the Course.
- iii) 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.
- iv) The First Party will plan, schedule and intimate to the Second Party of the exact date(s) of commencement of the training as well as the timings for the trainings.

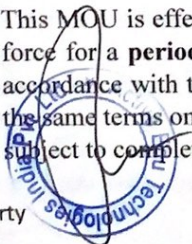
First Party



Sr. Lalitha
Second Party

- v) 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 and shall contain in prominence the name of the First Party as Second Party's associate in providing the Course.
- vi) The Second Party acknowledges that it is aware of the market conditions and the risks associated thereto in conducting the Course, and will provide the necessary support to the coordinator/facilitator/trainer(s) of the First Party.
- vii) 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.
- viii) The SECOND PARTY shall pay in an amount of Rs.7500/- per student.
- ix) The SECOND PARTY requests the FIRST PARTY to provide Microsoft Office Specialist Excel training for 42 students.
- x) The amount shall be credited to such Bank Account as may be specified by the FIRST PARTY in mutually agreed time schedules.
- xi) In further to the conditions provided in Clause (vi), 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.
- xii) The Second Party shall collect no charges by way of rental or other charges from the First Party in connection with and as a consequence of this MOU. Further, the Second Party shall provide an able and qualified faculty member(s) to assist the lead trainer provided by the First Party and the cost of the same shall not be charged on the First Party.
- xiii) 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 Jyoti Nivas College Autonomous
- xiv) 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 and the same shall be attached to the MOU as Annexure-1, however, the First Party shall reasonably ensure the content, support, quality and affordability of the Materials.
- xv) The minimum size of the batch is mutually fixed at 40 (Forty) students per batch for Courses conducted at Second Party's premises and shall be ensured by the second party.
- xvi) The duration of the Course is mutually agreed to be 24 (Twenty-Four) hours. The tentative date for commencement of each batch will be informed to the First Party by the Second Party from time to time.
- xvii) 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) years** 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.

First Party



S. G. G. G.
Second Party

- xviii) Notwithstanding anything contained in the MOU, the First Party shall interact with the students enrolled for the Course and individually collect feedback, written or otherwise, about the classes or faculty.
- xix) 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.
- xx) 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 two years in the event of termination of the MOU.
- xxi) 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 and made the fees payment in the Course.
- xxii) 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.
- xxiii) 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 MU.
- xxiv) The MOU shall be read and exercised in whole and no part of the MOU shall be read and exercised separately.
- xxv) Each Party shall release, protect, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, judgments and awards arising out of i) injury, illness, disease or death suffered by each Party's personnel, /or damage or loss of each Party's property, arising out of or in any way re ting 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.
- xxvi) Each Party shall pay all taxes, assessments and fees, if any imposed on it by the governmental authorities in connection with this MOU.
- xxvii) 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



First Party



Second Party

respective books and records in connection with this MOU in a complete and accurate manner.

Signed On 1st June, 2023 at Bangalore



Ramesh Krishnan P S

Director

Active Edu Technologies India

Private Limited



Dr. Sr. Lalitha Thomas

Principal

Jyoti Nivas college Autonomous



First Party



Second Party