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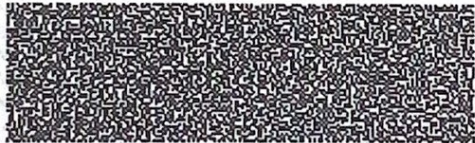
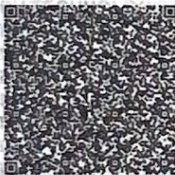
Government of Karnataka

RS. 100

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Certificate Issued Date : 30-May-2023 05:48 PM
Account Reference : NONACC (FI)/ kacrsfl08/ HSR LAYOUT/ KA-JY
Unique Doc: Reference : SUBIN-KAKACRSFL0832528479217223V
Purchased by : ACTIVE EDU TECHNOLOGIES INDIA PRIVATE LIMITED
Description of Document : Article 37 Note or Memorandum
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
 (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-COP Society Ltd
 #867, Hosur Road, Opp. Chennakeshava
 School, Bangalore -560 100.
 Mob: 9035304846



Please write or type below this line

MEMORANDUM OF UNDERSTANDING ON SAP TRAINING

M/s of Active Edu Technologies India Private Limited

And

Jyoti Nivas College Autonomous

This Memorandum of Understanding ('MOU') is made and executed at Bangalore, on 1st June 2023 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 Phase1, Bangalore-560100 represented by its Director Ramesh Krishnan PS, hereinafter referred to as the First Party.

First Party



Second Party



Signature of Second Party

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcllestamp.com' or using e-Stamp Mobile App. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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.

1. Whereas, the FIRST PARTY is authorized to sell self-paced SAP Education Programs (Enable Now Power User Program).
2. And whereas, the FIRST PARTY is engaged, amongst other activities, in teaching and training students in the aforesaid Courses with the use of SAP (Enable Now Power User Program)
3. And whereas, the SECOND PARTY is desirous to teach and train its students in self-paced SAP Education Programs (Enable Now Power User Program) in FICO.
4. And whereas, the SECOND PARTY has satisfied itself on the contents of self-paced SAP Education Programs (Enable Now Power User Program).
5. And whereas, the SECOND PARTY has approached and requested the FIRST PARTY to teach and to impart training to its students in the self-paced SAP Education Programs (Enable Now Power User Program) in FICO Modules as per requirement and advanced order to the FIRST PARTY.

NOW THIS MOU WITNESSES AS UNDER:

6. The SECOND PARTY requests the FIRST PARTY to provide contents and platform of 41 students in self-paced SAP Education Programs (Enable Now Power User Program) in FICO module.

OBLIGATIONS OF THE FIRST PARTY:

7. The FIRST PARTY will at all times maintain good working order in all instructional aides and facilities.
8. The FIRST PARTY will dedicate a managing member of its staff with adequate support structure to act as the focal point to co-ordinate activities and auditing with the SECOND PARTY.

OBLIGATIONS OF THE SECOND PARTY:

9. The SECOND PARTY shall pay in an amount of Rs 10502/- per student.

First Party



Second Party

Sr. Lalitha

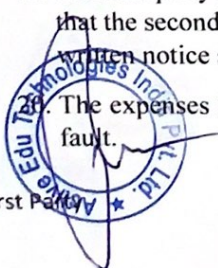
10. The amount shall be credited to such Bank Account as may be specified by the FIRST PARTY in mutually agreed time schedules.
11. The SECOND PARTY shall provide the class rooms and other facilities for the contact classes.
12. The SECOND PARTY shall consider as confidential all information provided by the FIRST PARTY under this MoU. The SECOND PARTY undertakes not to divulge any confidential information to any person except to its employees who need to know the information for successful conduct of the training.
13. The SECOND PARTY shall not transfer, reproduce or reuse any material, soft copy or otherwise provided by the first party in personal or institutional capacity.
14. The PARTIES shall not be considered in default of the performance of their obligations under the terms of this 'Memorandum', if such performance is prevented or delayed for any causes beyond the reasonable control of the PARTY affected including war, hostilities, revolution, riots, civil commotion, strikes, lockouts, epidemic, fire, explosion, flood, earthquake, act of God, any act of Government, espionage, governmental action or interruption of services or any other cause beyond the control of the concerned PARTY which could not have been foreseen or avoided by the exercise of due diligence.
15. The course certificate shall be printed and provided by FIRST PARTY to the second party from time to time. All the advertisement materials will be designed and publicized with prior approval from FIRST PARTY in writing.

TERMS:

16. Except as provided in this MoU the initial term of the second party's association with the first party shall be for a period of one (1) year initially from the date of commencement of this MoU which shall be the date of signing of this MoU by the parties.
17. The title conferred vide this MoU is not transferable to any third party, individual or otherwise other than legal heirs for which a transfer of title has to be executed with adequate reasons for transfer.
18. The MoU shall get lapsed at the end of the One (1) year and at the option of the parties and the MoU may be renewed for another term as mutually agreed upon by the parties. If in any case any of the parties don't want the MoU to be renewed, the same may be communicated in writing 30 days in advance to the date of renewal.
19. The first party reserves the right to terminate this MoU at their option if they are convinced that the second party has violated the purview of this MoU at any point of time with a prior written notice stating the points of violation thirty days in advance and vice versa.

20. The expenses incurred If any in case of termination shall be borne by the party who is at fault.

First Party



Second Party

DISPUTE RESOLUTION:

21. If any dispute arises between the PARTIES hereto during the subsistence of this 'Memorandum' or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this 'Memorandum', the PARTIES hereto shall endeavor to settle such dispute amicably. In the case of failure by the PARTIES to resolve the dispute in the manner set out above within 15 (fifteen) days from the date when the dispute arose, the dispute shall be referred to arbitration of a Sole Arbitrator to be appointed by the SECOND PARTY. The place of arbitration shall be Bangalore
22. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The Arbitrator shall also decide on the costs of the arbitration proceedings.
23. The Arbitrator's award shall be substantiated in writing and the PARTIES hereto shall submit to the Arbitrator's award which shall be enforceable in any competent court of law.

JURISDICTION OF COURTS:

24. This 'Memorandum' shall be governed and construed in accordance with the prevailing laws of India and subject to the provisions of this clause, shall be subject to the exclusive jurisdiction of the courts at the jurisdiction of First Party.

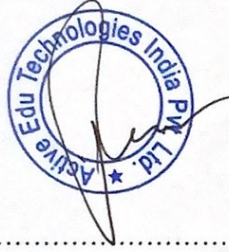
MISCELLANEOUS:

25. It is agreed to between the PARTIES that this 'Memorandum' is on a Principal-to-Principal basis and does not create any employer-employee or principal-agent relationship between the FIRST PARTY on the one hand, and the SECCOND PARTY on the other. The FIRST PARTY shall not represent or designate his / its business premises as an office of the SECOND PARTY. The FIRST PARTY shall not advertise in any form on behalf of the SECOND PARTY.



The parties hereto have signed this deed on this 1st June 2023.

Signed On the 1st June 2023 at Bangalore



Dr. Sr. Lalitha Thomas

Ramesh Krishnan P S
Director
Active Edu Technologies India
Private Limited

Dr. Sr. Lalitha Thomas
Principal
Jyoti Nivas college Autonomous



First Party



Dr. Sr. Lalitha Thomas

Second Party