

# MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Agreement") is made at Mumbai on 22/01/2020 this by and between:

M/S. EDUBRIDGE LEARNING PRIVATE LIMITED, a private limited company organized under the Companies Act, 1956, having its registered o ce at 1/1 Pollock Street, Kolkata – 700 001; head o ce at 501, Sapphire, SV Road, Khar West, Mumbai – 400052 (hereina er referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its a liates, successors and permi ed assigns) of ONE PART; and

M/S. SETH KESARIMAL PORWAL COLLEGE OF ARTS & SCIENCE & COMMERECE, KAMP TEE an educa onal ins tu on having its place at, Gautam Nagar Kamptee, Nagpur 441001, Maharashtra; represented by its Authorized Signatory Dr. M. B. Bagade acling in Principal capacity for the partner (hereinafter referred to as the "College", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its a liates, successors and permi ed assigns) of the OTHER PART.

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मुद्रांक विक्री नोंटवही अनुक्रमांक ८०६४ दिनांक ०६/ ११/४०७९ दरत नोंदणी करणार आहेर. का रिय/नाही दुसन्या पक्षकाराचे नाव मुगंक शुल्क (रक्कन) २००/ परवानाधारक मुद्रांक विक्रेत्याः । अही व परवाना क्रमांक तसेच मुद्रांक विकेत्याचे ठिफाण पता

सी. प्रजिधनसङ् देशाभ्रतार

परवाना क्र. 04/ २००४ कोड न. ४६०२०८७ तहसील कार्यालय काम ी त कामठी जि. नागपूर The Company and the College are hereinafter referred to individually as a "Party" and collectively as the "Parties".

#### WHEREAS

- A. The Company is in the business of crea on and dissemina on of knowledge, innova ons in teaching and learning processes in any part of the country or abroad by establishing, managing and administering training centers in accordance with the norms laid down by the regulatory authori es for research, extension and instruc on as may be necessary from me to me; o ering full me, part me, formal and informal training programmes for individuals in order to help them meet the speci c needs of the industry and business and equip them to meet the changes in technology; developing and publishing training materials for regular and distance educa on programmes; co-opera ng with na onal and interna onal organiza ons, educa onal, research and other institu ons in any part of the world having objects wholly or partly similar to those of the training franchisor; fostering a sense of partnership with the industry in promo ng the cause of educa on, research, extension and in mobilizing resources for achieving the aforemen oned objec ves (hereina er referred to as the "Objects of the Company")
- B. The College has the capability to help achieve the Objects of the Company and therefore shall assist the company in this regards.
- C. The Company desires to engage the College with regard to provisioning of certain "Services" (as de ned in Sec on 1.9 herein) and engaging it as the College in furtherance of the Objects of the Company in a manner as required hereunder.
- D. The Par es are desirous of recording the same under this Agreement. It is therefore the inten on of the Par es to execute this Agreement.

NOW THEREFORE, in considera on of the foregoing and the mutual covenants, premises, provisions and agreements contained herein, the Par es agree as follows:

#### WORK PROFILE AND TERMS OF ENGAGEMENT OF THE COLLEGE

- 1. The College shall undertake the Services (as de ned in Sec on 2.2 herein) under this Agreement only a er obtaining the approval from the Company at the me of signing of the contract.
- 2. The COLLEGE shall provide the following Services as required by the Company:
  - i. The College shall help mobilize and/or coordinate with the youth in their premises
  - ii. The college will assist the company in scheduling and conduc ng various seminars and other ac vity to form batches of candidates who will be trained.
  - iii. College shall provide necessary infrastructure to conduct smooth training, which shall include and not limited to Classroom, Laptop, Projector, Speaker, White Board, etc.

#### 3. OBLIGATIONS OF THE COMPANY

1. The Company shall be responsible for iden fying and recrui ng the trainers.

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- 2. The Training curriculum and content will be owned and provided by the Company. Only the curriculum, content & training material provided by the company shall be used by the trainers to conduct training in the classroom
- 3. The curriculum and training content provided by the Company is the Company's sole property and cannot be u lized by the College for any other ac vity whatsoever.
- 4. Best e ort will be made for Placement of each of the students comple ng the training programme.
- 5. Each student will have access to the Company's toll-free helpline to seek migra on assistance as well as to seek any assistance with placements.

## 4. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

The College shall ensure that no training modules, teaching processes and/or business processes and databases of the Company are at any point of me reproduced, unauthorized used and/or distributed on any occasion and/or for any reason whatsoever without prior wri en consent taken from such persons as are duly authorized by the Company. The consent of the authorized person and such le er seeking such consent shall pressly state the materials to be reproduced and/or transmi ed and the speci c purpose for which the same needs to be done.

### 5. INTELLECTUAL PROPERTY PROTECTION POLICY WITH RESPECT TO THE COMPANY'S BUSINESS

- 1. The College shall protect the trade secret and business processes of the Company and make sure that their con den ality is not breached by any of its employees, agents or sub-contractors.
- The College shall by no means whatsoever use any business processes or intellectual property generated by the Company, received during the dura on of this Agreement for any commercial and/or non-commercial purpose except in connec on with the Services to be provided by him under this Agreement.

## 6. EXCLUSIVITY

- 1. The College shall not carry out training or any other ac vi es which are compending in nature to the Company's objects or otherwise act for any organization other than the Company during the currency of this Agreement and for 12 months a er the termina on of this agreement
- 2. Provided further, that the College shall be allowed to pursue his/her independent profession, which must not be in competition to the Company's objects

## 7. NON COMPETITION AND NON SOLICITATION

- 1. The College covenants and agrees that it will not directly or indirectly for the term of this Agreement and for a period of two year following the termina on of this Agreement:
  - i. Engage in, con nue in or carry on any business which competes with the Company in the Company's Business or which is substan ally similar thereto;
  - ii. Consult with, advise or assist in any way, whether or not for considera on, any corpora on, partnership, rm or other business organiza on which is now or becomes a Compe tor of the Company if the principal purpose of such consulta on, advice or assistance is to permit such

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corpora on, partnership, rm or business organiza on to compete with the Company in the Company's Business, including, but not limited to, adver sing or otherwise endorsing the products of any Compe tor of the Company for such purpose; solici ng customers or otherwise serving as an intermediary for any such Compe tor of the Company for such purpose; loaning money or rendering any other form of nancial assistance to or engaging in any form of business transac on with any Compe tor of the Company for such purpose;

- iii. Undertake any business with or solicit the business of any person, rm or company who shall have been a customer or partner of the Company and with whom any execu ve of the Company or its subordinates has dealt with during the then immediately preceding 12 months which might adversely a ect the Company's business rela onship with such customer or partner, unless such solicited business relates to the Company's Business; or
- iv. Engage in any prac ce, the purpose of which, is to evade the provisions of his covenant not to compete.

#### 2. Scope

The geographic scope of the covenant not to compete shall extend across the whole of India. The Company and the COLLEGE each hereby acknowledge and consents to the fact that restric on enshrined under this Sec on 8 are reasonable and not viola ve to their fundamental right to prac ce their trade or profession.

#### 3. Survival

The provisions of this Sec on 7 shall survive termina on or expira on of this Agreement for any reason.

#### 8. COMMERCIALS - NA

#### 9. TAXATION: NA

#### 10. TERMINATION

- 1. The Company shall have the right to terminate this Agreement immediately in the event any of the following happens
  - i. The COLLEGE fails in any material respect to observe or perform any of the provisions of this Agreement on its part to be observed or performed; or
  - ii. The COLLEGE becomes insolvent or if any pe on is led by or against him under any provisions of any bankruptcy, insolvency or similar laws; or
  - iii. If any obligation under this Agreement is held by judgment, rule, order or decree to be invalid by any court, commission or governmental authority in the territorial limits of India.
- 2. Upon termina on of this Agreement:
  - i. The COLLEGE shall have no further right to act on behalf of the Company
  - ii. The COLLEGE cannot be engaged as an individual/investor/shareholder or in any capacity in any activity that is competing in nature with the Company's Business
- 3. However, the Company cannot terminate this agreement without providing a 60(sixty) day no ce. The COLLEGE and vice versa unless any of the ac ons under sec on 10.1 hold true.

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4. This agreement can be discontinued by college at any point of time if the college does not need the service.

#### **11. NON-ASSIGNMENT**

The permissions and licences as hereby granted by the Company to the COLLEGE is exclusively for the COLLEGE and shall not be assigned, sub- licensed, transferred, conveyed or pledged in whole or in part without the prior written consent of the Company. None of the Parties hereto may assign or transfer any of its rights, benefit, or interest in this Agreement without the other Parties' prior approval.

#### 12. PERIOD OF THE AGREEMENT

The term of the Agreement shall be 36 months from the date of signing this agreement. This Agreement shall be renewable at the option of the Parties on such terms and conditions as are mutually agreeable to the Parties.

## 13. REPRESENTATION, WARRANTIES AND INDEMNITIES

1. Representations and Warranties of the COLLEGE

The COLLEGE represents, warrants and covenants to the Company that:

- i. It has full authority to execute, deliver and perform this Agreement;
- ii. the execution of this Agreement and the implementation of the terms and conditions contemplated here by do not constitute a breach of any agreement, arrangement or understanding, oral or written, entered into by it with any third party; and
- iii. the execution of this Agreement does not violate any statute, regulation, rule, order, decree, injunction or other restriction of any governmental agency to which it is subject or any of the provisions of its' constitutional documents.
- 2. Representations and Warranties of the Company

The Company represents, warrants and covenants to the COLLEGE that:

- i. It has full corporate power and authority to execute, deliver and perform this Agreement;
- ii. the execution of this Agreement and the implementation of the terms and conditions contemplated here by do not constitute a breach of any agreement, arrangement or understanding, oral or written, entered into by it with any third party; and
- iii. the execution of this Agreement does not violate any statute, regulation, rule, order, decree, injunction or other restriction of any governmental agency to which it is subject or any of the provisions of its' constitutional documents.
- 3. Indemnification by the COLLEGE

The COLLEGE hereby agrees to indemnify, defend and hold the Company harmless from and against any and all actions, suits, proceedings, claims, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements as may be incurred in connection with investigating, preparing to defend, defending or appeal against any such action, suit, proceeding, claim, inquiry or investigation) ("Claim") whether or not the Company is a party thereto or which may be asserted against or incurred by the Company, as a result of or arising from, or in connection with or relating to:

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- i. Any breach by the COLLEGE or in accuracy of any representa ons, warran es and covenants made by the COLLEGE
- ii. failure by the COLLEGE to comply with all applicable laws and regula ons, except in so far as any such claims may arise from any breach of this Agreement by the Company; or
- iii. failure by the COLLEGE to perform (whether in whole or part) any obliga on required to be performed by the COLLEGE pursuant to this Agreement except in case such failure is due to Force Majeure (as de ned in Sec on 19.1 of the Agreement) or non-coopera on of the Company.

#### 14. NOTICES

- Except as otherwise expressly provided herein, all no ces and other communica ons provided for here
  under or there under shall be (i) in wri ng (including telex and telecopier) and (ii) telexed, telecopied
  or sent by person, overnight courier (if for inland delivery) or interna onal courier (if for overseas
  delivery) to a Party here to at its address and contact number speci ed below, or at such other address
  and contact number as is designated by such Party in a wri en no ce to the other Party hereto.
- ne address for service of the COLLEGE shall be:
  - A en on: Dr. Sudip Mondal
  - Address:- Dept. of Chemistry, S. K. Portal College, Kamptee-441001.
  - Email ID: sudipmondal5555@gmail.com
  - Tel Number: 9673525438/8668391114
  - The address for service of the Company shall be:
  - A en on: Mr. Girish Singhania
  - Address: #501, Sapphire Building, Khar West, SV Road, Mumbai 400052
  - Email ID girish@edubridgeindia.com
  - Tel Number: +912233709001
  - 2. All such no ces and communica ons shall be e ec ve (i) if sent by telex, when sent (with the correct answerback), (ii) if sent by telecopier, when sent (on receipt of a con rma on to the correct telecopier number), (iii) if sent by person, when delivered, (iv) if sent by courier, (a) 2 (two) Business Day a er deposit with an overnight courier if for inland delivery and (b) 5 (ve) Business Days a er deposit with an interna onal courier if for overseas delivery and (v) if sent by registered le er when the registered le er would, in the ordinary course of post, be delivered whether actually delivered or not.

Provided however that any no ce or communica on to the COLLEGE or the Company shall be e ec ve only on actual receipt by the o cer of any such Person for whose a en on the no ce or communica on has been expressly marked.

3. An original of each no ce and communica on sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or interna onal courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered rst class mail)with postage prepaid, provided that the e ec ve date of any such no ce shall be determined in accordance with Sec on 15.2 without regard to the dispatch of such original.

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#### 15. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India. The Par es undertake and agree that they shall at all mes during the term of this Agreement ensure compliance with all applicable laws, while discharging their responsibili es under this Agreement.

#### **16. DISPUTE RESOLUTION**

- Any and all disputes, di erences, controversies and ques ons directly or indirectly arising at any me under, out of, in connec on with or in rela on to this Agreement (or the subject ma er of this Agreement)including, without limita on, all disputes, di erences, controversies and ques ons rela ng to the validity, interpreta on, construc on, performance and enforcement of any provision of this Agreement ("Disputes")shall, so far as it is possible, be settled amicably through consultation between the Par es.
- 2. If a er 30 (thirty) days of consulta on, the Par es have failed to reach an amicable se lement, on any or all of the Disputes, such Disputes shall be submi ed to nal and binding arbitra on at the request of either o he Par es upon wri en no ce to that e ect to the other. Such arbitra on shall be in accordance with the Arbitra on and Concilia on Act, 1996 and shall be held in Kolkata. All proceedings of such arbitra on shall be in the English language. The arbitral tribunal shall consist of three arbitrators, one each appointed by the COLLEGE and the Company and the third appointed by the two arbitrators. Any award rendered upon such arbitra on shall be nal, conclusive and binding on the Par es.
- 3. Nothing shall preclude either party from seeking interim or permanent equitable or injunc ve relief, or both, from any court having jurisdic on to grant the same. The pursuit of equitable or injunc ve relief shall not be a waiver of the duty of the Par es to pursue any remedy for monetary damages through the arbitra on described in this Sec on.

#### 17. CONFIDENTIALITY

1. This Agreement and all informa on exchanged between the Par es under this Agreement or during the nego a ons preceding this Agreement is con den al to them and may not be disclosed to any third party. Except with the prior wri en consent of the other Party, each Party shall hold in strictest con dence and take all necessary precau ons to secure any Con den al Informa on of the other Party. Disclosure of such informa on shall be restricted solely to employees, agents, consultants and representa ves on a strict need-to-know basis who have been advised of their obliga on with respect to Con den al Informa on and have agreed to such obligation. The term "Confidential Information" shall mean all non-public informa on that this Agreement or the disclosing Party designates as being con den al, or which, under the circumstances of disclosure ought to be treated as con den al. "Confidential Information" includes, without limitation, the existence and the terms and condi ons of this Agreement, informa on rela ng to the nancial and accoun ng books and records, marke ng or promo on of any product or services, business policies or prac ces, customers, poten al customers or, documenta on, or informa on received from others that a Party is obligated to treat as con den al. If a Party has any gues ons as to what comprises such Con den al Informa

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with the other Party. "Confidential Information" shall not include informa on that was known to a Party prior to the other Party's disclosure, or information that becomes publicly available through no fault of the Party.

- 2. The obliga ons of con den ality do not extend to informa on which:
  - i. is disclosed to employees, legal advisers, auditors and other consultants of a Party or its related bodies corporate, requiring the informa on; or
  - ii. is disclosed with the consent of the Party who supplied the informa on; or
  - iii. is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the informa on through sources other than the Party who supplied the informa on; or
  - iv. is required by law, regula on, governmental or judicial order to be disclosed; or
  - v. is generally and publicly available, other than as a result of breach of con dence by the Person receiving the information.
- 3. To the extent any Party is under an obliga on to disclose informa on to any governmental authori es, it shall promptly inform the other Party of such obliga on (prior to making the disclosure, if possible and prac cable) and shall a ord the other Party the ability to take protec ve measures, if need be, to safeguard their own legi mate interests. In case there is any governmental agency or instrumentality or Court order requiring the COLLEGE to part with any of such informa on, the COLLEGE, its agent or subcontractor, as the case may be, shall provide an express no ce of twenty four hours to the Company before complying with any such requirements and in such eventuality of compliance, they shall also be required to observe strict diligence in order to make sure that breach of Company and business con den ality with the Company can be limited to the minimum extent possible.

#### 18. MISCELLANEOUS

1. Force Majeure

Neither party shall be in default of this Agreement or liable to the other party for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including but not limited to, armed con ict or economic disloca on resul ng there from; embargoes; shortages or labor, raw materials, produc on facili es or transporta on; labor di cul es; civil disorders of any kind; ac on of any civil or military authori es (including priori es and alloca ons); res; oods; telecommunica ons failures; Internet slow-downs; and accidents. The dates on which the obliga ons of a party are to be ful lled shall be extended for a period equal to the me lost by reason of any delay arising directly or indirectly from:

2. Severance:

The validity, legality and enforceability of the remaining provisions shall not in any way be a ected or impaired if any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law.

Should any provision of this Agreement be or become ine ec ve for reasons beyond the control of the Par es, the Par es shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial e ect as the ine ec ve provision.

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3. No Waiver:

Neither the waiver of any provision of this Agreement nor consent to any departure from it by any party shall be e ec ve unless it is in wring. A waiver or consent shall be e ec ve only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or par al exercise of a right preclude any exercise of other rights, powers or privileges.

4. En re Agreement:

This Agreement const utes the entre agreement between the Partes hereto with respect to the subject matters of this Agreement and supersedes all prior agreements and undertakings, both writen and oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

5. Amendments:

No modi ca on, amendment or waiver of any of the provisions of this Agreement shall be e ec ve unless made in wri ng speci cally referring to this Agreement and duly signed by each of the Par es.

6. No Partnership:

Nothing in this Agreement shall be deemed to cons tute a partnership between the Par es or cons tute either Party the agent of the other for any purpose other than those agreed on in this Agreement.

7. Counterparts:

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will cons tute one and the same instrument.

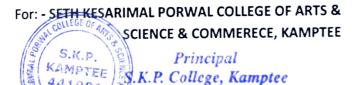
IN WITNESS WHEREOF the Par es hereto have caused this Agreement to be executed on the day year rst above wrighted as a second se

# For EDUBRDIGE LEARNING PRIVATE LIMITED



In the presence of:

(b) \_\_\_\_\_



# Career counseling by Edubridge Learning Private Limited on 22<sup>nd</sup> January 2020 under Placement Cell



A memorandum of understanding is being signed between Edu Bridge Learning Pvt. Ltd. and S. K. Porwal College, Kamptee on 22<sup>th</sup> January 2020. Under the placement cell a training and placement programme is arranged in association with Edu Bridge Learning Pvt. Ltd. Mr. Chetan G. Thote Project Manager, Mr. Prasanjit Sontakke, Ms. Sharda Mohade trainer were present during the event along with Dr. Iftekhar Hussain Head dept of commerce and Dr. S. Mondal convener placement cell. On that occasion Mr. Chetan G. Thote discussed about different aspect of jobs in banking sector and also described BFSL and CSR to the students. According to the policy at the beginning they will take test of the students and the selected students will be trained. The training will be of one month and it will be free of cost. After the training the students will be placed in the banking sector. Total 29 students have attended the programme.

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# Career counseling by Edubridge Learning Private Limited on 5<sup>th</sup> March 2020 under Placement Cell



A memorandum of understanding is being signed between Edu Bridge Learning Pvt. Ltd. and S. K. Porwal College, Kamptee on 22th January 2020. Under the policy of MOU placement in association with Edu Bridge Learning Pvt. Ltd. on 5th March 2020 has organized a induction programme. Mr. Chetan G. Thote Project Manager along with Ms. Sharda Mohade trainer was present in the event. Dr. Iftekhar Hussain Head dept of commerce and Dr. S. Mondal convener placement cell has also graced the occasion with their presence. On that Mr. Chetan G. Thote discussed about different aspect of jobs in banking sector, BFSL and CSR. They also announced to training for one month for the students at free of cost. After the training the students will be placed in the banking sector. Around 43 students have attended the programme.

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# Placement Drive under Placement Cell on 6th March 2020



A memorandum of understanding is being signed between Edu Bridge Learning Pvt. Ltd. and S. K. Porwal College, Kamptee on 22<sup>th</sup> January 2020. On 6<sup>th</sup> March under the placement cell in association with Edu Bridge Learning Pvt. Ltd. Trainer Mr. Prasanjit Sontakke has started the training of the students with basic Mathematics. He also discussed the importance of Mathematics, English and Reasoning in competitive examination. On that occassion Mr. Chetan G. Thote discussed about different aspect of jobs in banking sector, BFSL and CSR. Total 32 students have been benefited by the event.

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19) Aradhana Sudhir Chauhan	8080247334	B. Com III (E) axadhanachauhan 119@ gmail. Com
20) Ashish Ashok Mokh	10cd 797975087	2 B. Con III (E) ashish northwar 123 @gnail. Con
21) Shanulch Akhtan		8 B.com III (E) Shanulch KOZZ @gmail.com
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24) MATTENDRA. A. AHIRWAL	7219772793	B. com HI (H)
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# Placement Drive under Placement Cell on 7th March 2020



A memorandum of understanding is being signed between Edu Bridge Learning Pvt. Ltd. and S. K. Porwal College, Kamptee on 22th January 2020. On 7<sup>th</sup> March under the placement cell in association with Edu Bridge Learning Pvt. Ltd. Trainer Mr. Prasanjit Sontakke has started the training of the students with basic Mathematics. He also discussed the importance of Mathematics, English and Reasoning in competitive examination. On that occassion Mr. Chetan G. Thote discussed about different aspect of jobs in banking sector, BFSL and CSR. Total 22 students have been benefited by the event.



<ul> <li>Neha V. Katarjawar B. comII tr. 95(8996925 Katarjawarehazo B. mailes in the series of the s</li></ul>	Srl. Name of the No. Student	Class	Mobile No. 07/03/20	email.id
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