



Mahendra's
LET'S GET SKILLED

Mahendra Skills Training and Development Pvt. Ltd.

CIN No. U74140DL2015PTC278550

PAN NO. AAJCM6751C

MAHENDRA'S Future+ CAMPUS PARTNERSHIP AGREEMENT

This Campus Partnership Agreement (hereinafter referred to as the "Agreement") is entered into on 25/July/2019

By and between

Mahendra Skills Training & Development Pvt Ltd., a company incorporated under Companies Act, 1956 having its registered office at 104, Pragatideep, Plot No - 8, Laxminagar, Disrtict Centre, New Delhi - 110092 (Hereinafter referred to as "MSTDPL" which expression shall, where so ever the context so requires or admits, mean and include the executors, administrators, representatives and permitted assigns) of the **ONE PART**

AND

Shri. Narendra Tidke College Of Arts & Commerce Ramtek, having its registered office at _____, **Ambala Road, At+Post+Tah. Ramtek. Dist Nagpur** _____ to as " _____ " which expression shall where so ever the context so requires or admits, mean and include the executors, administrators, representatives and permitted assign(s) on the **SECOND PART**.

MSTDPL and _____ **Shri. Narendra Tidke College Of Arts & Commerce Ramtek** _____ will be individually referred to as a "Party" and collectively as "Parties"

WHEREAS:

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Corporate Off.:

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- A. MSTDP is engaged in the business of Training & Skill Development;
- B. _____ is engaged in the business of _____;
- C. The parties will work together for promoting Mahendras Future+ Campus Partnership Program.

NOW THE PARTIES HERE BY ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING AS UNDER:

1. KEY DELIVERABLES:

The key deliverables of this understanding are enumerated here.

1.1 Key Deliverable of MSTDP:

- Conduct of classes of Various Courses.
- Branding, as required, will be done at the prescribed areas.
- Lab Setup required as per course.
- Fee collection, applicable for the course/s.
- Internal class assessments on fortnight basis.
- Final assessment of the candidates on completion of the course.
- Co-branded (NSDC & MSTDP) Certificate for all passed candidates.
- 100% Placement assistance to candidates.

1.2 Pre-Requisites from University/College/Schools:

- Required Infrastructure with furniture & fixtures for theory class
- Internet Facility.
- White Board in all classrooms.
- Active promotion for different vocational courses.
- Support in Mobilization of Candidates.

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- Candidates database of universities/colleges/Schools
- Promotion support of courses in existing batches.
- Record keeping as required/prescribed.
- Appointed SPOC Class management and housekeeping requirements.
- Provision of space/infra for Lab Setup & storage of spare materials.

2. **Fees:**

For the services as detailed under the scope defined above, please refer to **Annexure 1** for the details

3. **TERM AND TERMINATION:**

- 3.1 The Parties agree that this agreement shall be valid for a period of 3 year with effect from **__25 July 2019__**. This agreement may be amended/ renewed on terms and conditions mutually acceptable to the Parties. However, any amendment/ extension of this agreement shall be completed prior to the expiry.
- 3.2 Either Party may terminate this agreement at any time by giving the other Party, Thirty (30) days' notice in writing of its intention to do so. Parties shall fulfil its obligation till date of termination and during notice period.
- 3.3. Notwithstanding any other provisions herein contained, and without prejudice to any other rights such party serving notice may have, either party may forthwith terminate this Agreement by written notice to the other if any of the following events shall occur:
- (a) if the either party commits any breach of the terms or conditions of this Agreement including the terms, conditions and provisions hereto and fails to remedy such breach (or in so far as such breach is not capable of remedy to furnish adequate compensation therefore) within Seven (7) days after receiving written notice requiring it so to do;

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(b) Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within forty five (45) days after commencement.

3.4 The parties should strictly adhere to the terms and provisions of this contract and observe the contract in good faith. Unintentional omission or negligence shall not be a defence against termination.

4. ACKNOWLEDGEMENT BY _____ :

4.1 _____ acknowledges that during the term of this agreement, it shall not refer any student to any of MSTDPL's competitor.

4.2 _____ shall not promote any of MSTDPL'S competitors during the term of this agreement and for a period of 3 years after the termination of this agreement.

5. INTELLECTUAL PROPERTY RIGHTS:

Each party shall not use or claim any right, title, interest over the trademark, copyright, trade secret and other intellectual property rights of other party. MSTDPL shall own all right, title, interest over copyrights in study material.

6. CONFIDENTIAL INFORMATION:

6.1 Each and any party ("Disclosing Party") may disclose or grant to any other party ("Receiving Party") access to information that Disclosing Party considers confidential or proprietary ("Confidential Information"). Confidential Information, as used in this Agreement, shall mean any information or data

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which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, (b) if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, or (c) is of a nature or is disclosed under circumstances such that a reasonable person would consider it confidential.

- 6.2 A Disclosing Party's Confidential Information shall not include information that (i) is or becomes part of the public domain through no act or omission of a Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party from the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party not known to the Receiving Party, following reasonable inquiry, to be subject to an obligation of non-disclosure with respect to such information; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- 6.3 Receiving Party agrees to hold in confidence and not to disclose or reveal to any person or entity the Disclosing Party's Confidential Information, and not to use Disclosing Party's Confidential Information for any purpose other than in connection with the parties' discussions regarding, and performance of, a Transaction. Without limiting the generality of the foregoing, Receiving Party shall not disclose Confidential Information of Disclosing Party to any of Receiving Party's employees or agents except those employees or agents who are required to have such Confidential Information in order to participate in the parties' discussions regarding, or performance of, a Transaction, and who are under a written obligation of confidentiality or nondisclosure to Receiving Party. Receiving Party agrees to take commercially reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees in

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breach of this Agreement, including but not limited to advising each permitted employee to whom Confidential Information is disclosed of his/her obligations regarding confidentiality and non-use of such information. Receiving Party shall be fully responsible for any breach of this Agreement by its employees. Receiving Party may disclose Confidential Information of the Disclosing Party if required by law or judicial, arbitral or governmental order or process, provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement, reasonably co-operates (at the Disclosing Party's expense) with the Disclosing Party's efforts to obtain a protective order or other appropriate relief, and discloses only the Confidential Information required to be disclosed under such law, order or process.

- 6.4 The parties agree to return to each other, or to destroy upon written request of the other party, any and all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the other party or, if not requested earlier, upon completion of the Transaction or termination of this Agreement. Upon destruction of Confidential Information or any copies thereof, the party accomplishing such destruction shall certify in writing to the other party that such destruction has occurred.
- 6.5 Receiving Party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Agreement and that such breach would cause irreparable harm to the Disclosing Party. The Disclosing Party shall thus be entitled to seek immediate injunctive relief, in addition to whatever other remedies it might have at law or in equity, in the event of an actual or threatened breach of this Agreement by the Receiving Party.

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6.6 Confidential Information shall remain the sole and exclusive property of the Disclosing Party. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given for the Confidential Information disclosed under this Agreement.

7. **LIMITATION OF LIABILITY:**

In no event shall either party be liable for, and either party hereby waives the right to claim, any direct, indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either party has been advised of the possibility thereof.

8. **GOVERNING LAWS:**

The terms and provisions of this Agreement and any disputes or claims relating to this Agreement shall be governed by, interpreted and construed in accordance with the laws of India and the courts situated in Delhi shall have exclusive jurisdiction over the matters hereof.

9. **DISPUTE RESOLUTION & JURISDICTION:**

9.1 The Parties shall endeavor to settle by mutual conciliation any claim, dispute or controversy (dispute) arising out of or in relation to this Understanding.

9.2 If the dispute thus not resolved shall be referred to binding Arbitration consisting of mutually appointed single Arbitrator. Arbitration shall be held in

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Delhi in accordance with Arbitration & Conciliation Act as amended from time to time.

9.3 The language used in arbitration shall be English.

10. **RELATIONSHIP:**

This Agreement does not constitute either Party an agent, legal representative, or partner/ Joint venture of the other Party for any purpose whatsoever and save as expressly provided herein or otherwise agreed in writing neither party is in any way authorized to make any contract, Understanding, warranty or representation on behalf of the other and each party undertakes not to do so.

11. **INDEMNITY:**

Each Party shall indemnify and hold harmless other and its officer from all losses, damages, claim, expenses arising out of breach of warranty or representation or breach of terms and condition of this agreement on the part of Indemnifying party or its officer or any liability arising out of negligence or misconduct of the Indemnifying party or its employees.

12. **ASSIGNMENT:**

12.1 Neither party shall assign its rights or obligations under this Agreement or sub contract without the prior written consent of the other party which shall not be unreasonably withheld.

12.2 MSTDPL shall have right to assign its rights or obligation to any of its affiliates, subsidiaries, group companies.

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13. **FORCE MAJEURE:**

If any Party fails to perform its obligations under this Agreement because of acts of God, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, telecommunications failure (including, without limitation, Internet failures), fires or other casualty or causes beyond the reasonable control of the party obligated to perform, then that Party's performance shall be excused provided that such Party notifies the other Party as soon as practicable of the existence of such condition and uses its best efforts to resume performance in an expeditious manner.

14. **NOTICES:**

14.1 Form of Notice: All notices including notice of termination, requests, claims, demands and other communications between the parties shall be in writing.

14.2 Method of Notice: All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile [or (v) by electronic mail] to the address of the party specified in this Agreement or such other address as either party may specify in writing.

a) In case of MSTDPL:

_____ (postal address)

_____ (facsimile)

_____ (email address)

b) In case of _____:

_____ (postal address)

_____ (facsimile)

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_____ (email address)

14.3 **Receipt of Notice:** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the [fifth (5th)] day following mailing, whichever occurs first.

14.4 Any party may change its address for such communications by giving notice to the other party in conformity with this section.

15. **BINDING EFFECT:**

This agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

16. **SEVERABILITY:**

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to reasonably effect the intent of the parties.

17. **WAIVER OF RIGHTS:**

A failure or delay in exercising any right, power or privilege in respect of this agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

18. **MISCELLANEOUS:**

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18.1 Article headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of this agreement or of any clause.

18.2 Each party shall co-operate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and the intended purpose of this agreement.

19. MODIFICATIONS:

No amendments and/or modifications to this agreement shall be valid unless executed in writing and signed by both parties.

20. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

21. UNDERSTOOD, AGREED AND APPROVED:

Both the parties have carefully reviewed this contract and agree to and accept all of its terms and conditions. Both the parties are executing this Agreement as of the Effective Date above.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Memorandum of understanding in duplicate as of the day and year first above written.

SIGNED AND DELIVERED for and on behalf of

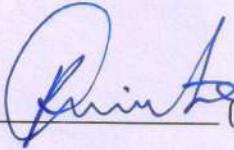
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For _____

For MAHENDRA SKILLS TRAINING &
DEVELOPMENT PVT LTD

 (Signatures)

 (Signatures)

___Roshani S. Chikte___ (Name)

___Dr. Sangeeta Takkamor___ (Name)

For : Mahendra Skills Training
& Development Pvt. Ltd.

Principal

___Branch Head, Ramtek___

Shri Narendra Tidke College

Authorized Signatory
(Designation)

___Principal, SC College, Ramtek___

(Designation)

Date 25.07.2019

Place : Ramtek

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ANNEXURE 1

COMMERCIALS.

Infra Facilitation Fee	_____ % of total collected Revenue Sharing.
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- The collections will be tabulated and considered for a calendar month.
- Currently GST is not applicable on such interventions however if the GoI imposes GST on such interventions in future at any time the above tabulation will be payable on net collection without GST.
- All payment will be made against an invoice raised by _____.
- The payment against the invoice will be made in 30-45 days from the date of receipt of original invoice at MSTDPL Head Office.
- TDS will be applicable as per norms.

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