Other MOUs of the University			
S. No.	Organization with which MOU is signed	Year & Month of Signing	
1	Dial Me Now	June 2020	
2	Ecohoy Green Products LLP, Jaipur	June 2020	
3	Hotel Rajmahal, Bhindar	June 2020	
4	LIL PAISLEY BY SRIANSH	June 2020	
5	Dravya(India)	June 2020	
6	Management & Entrepreneurship and Professional Skills Council	June 2020	
7	Pacific Education Consultant	June 2020	
8	National institute of Pharmaceutical Education & Research (NIPER)	May 2019	
9	Indian Institute of Tropical Meteorology, Pune	November 2018	
10	Marriott International	November 2018	
11	The LALIT, Jaipur	November 2018	
12	The Reliable Analytical Laboratories Pvt. Ltd, Thane	February 2018	
13	CDSL Ventures Limited	October 2017	
14	Glopal Management	October 2017	
15	Techno India University, West Bengal	October 2017	
16	Wiley Private & Miles Publications	April 2017	
17	Chonbuk National University, Republic of Korea	August 2016	
18	National Pingtung University	December 2015	

acp:

Registrar IIS (deemed to be University) Mansarovar, Jaipur-302020

# MEMORANDUM OF UNDERSTANDING (MoU)

## BETWEEN

# IIS (Deemed to be University), Jaipur

&



The Ultimate Destination for MSMEs in Rajasthan

Dial Me Now Online Pvt. Ltd., Jaipur

FOR

Skill Based Programme (B.Voc Degree – Digital Marketing) offered by the Department of Management Studies, Faculty of Commerce and Management of IIS (deemed to be University), Jaipur



DIAL ME NOW ONLINE PVT. LTD.

## MEMORANDUM OF UNDERSTANDING

## Memorandum of Understanding BETWEEN Name of the Company and IIS (deemed to be University), Jaipur

This MoU is made at Jaipur on the 24th Day of June 2020 (hereinafter referred to as the "MoU".)

#### BETWEEN

IIS (deemed to be University), SFS, Gurukul Marg, Mansarovar, Jaipur (herein after referred to as "First Party" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its executors, representatives, nominees and permitted assigns of the First party) acting through its authorized representative, Dr. Chhavi Jain

#### AND

Dial Me Now Online Pvt. Ltd., G-21, Laxman Path, Shyam Nagar Extension, Jaipur THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, Name of Competent Authority/ Representative, Hereinafter referred to as "Second Party"

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

- First Party is a Higher Educational Institution named IIS (deemed to be University), A) Jaipur which is offering various services in relation to education and other related services.
- B) Second Party is an Industrial entity named: Dial Me Now Online Pvt Ltd engaged in Business of Digital Marketing & Web Development and Online Services.
- The Parties intent to cooperate and focus their efforts on cooperation within area C) of Skill Based Training along with broad-based general education for the students more particularly those pursuing B.Voc. Degree in "Digital Marketing" to meet the needs of local and global industries and be equipped to become part of the global workforce.

Both Parties, being legal entities in themselves desire to sign this MOU for D) advancing their mutual interests and this MoU shall be submitted to UGC as per mandatory guidelines for starting the aforesaid B.Voc. programme. DIAL ME NOW ONLINE PVT. LTD.

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## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## **CLAUSE 1 CO-OPERATION**

- 1.1 First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities
- 1.2 Both Parties will establish channels of communication that will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable training systems, keeping in mind the needs of the above mentioned B.Voc Programme.
- 1.3 Regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The B.Voc Degree Programme in "Digital Marketing" of the IIS (deemed to be University) Jaipur could play a key role in enhancing the operational and organizational skills of the students, which they can use in keeping all office operations in an organization running smoothly .
- 2.2 Responsibility of the Second party (Name of the company):
  - To provide valuable inputs in curriculum designing of B. Voc. programme as per industry need.
  - To permit the students to undergo practical training /live projects/internships/ apprenticeship etc. in the company under direct supervision of industry experts as per the guidelines issued by UGC for the aforesaid B.Voc. programme.
  - To provide infrastructure and other resources for the hands-on training to the students of University.
  - To train the students of above mentioned programme on the emerging technologies through workshops/seminars/guest lectures in order to bridge the skill gap and make them industry ready.
  - To train the faculty members in the emerging technologies to equip them to impart training to the students.
  - To evaluate the progress (during internship) of the students as per the need of curriculum.

DIAL ME NOW ONLINE

NIMENTO

To facilitate placements of the students of above mentioned B.Voc. programme.

2.3 Responsibility of the First party [IIS (Deemed to be University), Jaipur]

- Recognize the company as the internship and training partner for the above mentioned B.Voc. Programme.
- To provide necessary infrastructure and other facilities to the company during guest lectures /workshops and seminars.
- To communicate all necessary information received from the second party to the students.
- To provide any other assistance as may be required for further promotion and management of the above mentioned programme.
- 2.4 This is a non-commercial agreement and therefore neither party can claim any Payment to other party for carrying out the responsibilities listed in this agreement. However any sort of payment would be a matter of privilege and not the matter of claim.

## CLAUSE 3 VALIDITY

- 3.1 This MoU will be valid for a period of two years starting from 2.1.6./ 2020 2.3./.6./ 2022. Upon completion of the tenure, the MoU may be treated as renewed for a further term of 2 years, if there is no revocation of the existing MoU, by any party. However any party may terminate this MoU with prior notice of 3 months, provided that this may not adversely affect the career of students.
- 3.2 The parties to the MoU understand that, where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.

### CLAUSE 4

#### FORCE MAJEURE

4.1 Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.



DIAL ME NOW ONLINE PVT. LTD. Night ro Director/Auth. Signatory

## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party.
- 5.2 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 5.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the Committee. The verdict of the Committee would be final and binding. Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

& on behalf of Company For & on behalf of the IIS (deemed to be University), Jaipur Director/Auto, Signatory Signature Signature Name Monu Jain Name DR RAAK r ( ODP Designation **Director** Designation REGISTRA Postal Address G-21, Laxman path, Shyam Postal Address Nagar Extension, Jaipur Seal Seal Witness (Name & Address) Signature Witness (Name & Address) Signature S. Sharma Namilles Respan follori 1 Manish Chamaria am Kollari 40, Laxman Path, Shyam nagar, Jaipur 2 Dr Divyaroop Rai 1<sup>st</sup> Floor, Tamanna Appartment, Jan Path, Shyam Nagar, Jaipur

Signed on 24<sup>th</sup> Day of June 2020

DIAL ME NOW ONLINE PV7. LTD.

Director/Aut Sion

# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



# IIS (Deemed to be University), Jaipur

8

# Ecohoy Green Products LLP, Jaipur



FOR

Skill Based Programme (B.Voc Degree – Digital Marketing) offered by the Department of Management Studies, Faculty of Commerce and Management of IIS (deemed to be University), Jaipur

## MEMORANDUM OF UNDERSTANDING

## Memorandum of Understanding BETWEEN Name of the Company and IIS (deemed to be University), Jaipur

This MoU is made at Jaipur on the 22nd Day of June 2020 (hereinafter referred to as the "MoU".)

#### BETWEEN

IIS (deemed to be University), SFS, Gurukul Marg, Mansarovar, Jaipur (herein after referred to as "First Party" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its executors, representatives, nominees and permitted assigns of the First party) acting through its authorized representative, Dr. Chhavi Jain

#### AND

Ecohoy Green Products LLP, Jaipur), THE SECOND PARTY, and represented herein by its founder Aayush Sharma, Hereinafter referred to as "Second Party"

(First Party and Second Party are hereinafter jointly referred to as 'Partles' and Individually as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institution named IIS (deemed to be University), Jaipur which is offering various services in relation to education and other related services.
- B) Second Party is an Industrial entity named: (Ecohoy Green Products LLP) engaged in Business of (Environment Services and E-Commerce)
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training along with broad-based general education for the students more particularly those pursuing B.Voc. Degree in "Digital Marketing" to meet the needs of local and global industries and be equipped to become part of the global workforce.
- D) Both Parties, being legal entitles in themselves desire to sign this MOU for advancing their mutual interests and this MoU shall be submitted to UGC as per mandatory guidelines for starting the aforesaid B.Voc. programme.





# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## CLAUSE 1 CO-OPERATION

- 1.1 First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- 1.2 Both Parties will establish channels of communication that will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable training systems, keeping in mind the needs of the above mentioned B-Voc Programme.
- Regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The B.Voc Degree Programme in "Digital Marketing" of the IIS (deemed to be University) Jaipur could play a key role in enhancing the operational and organizational skills of the students, which they can use in keeping all office operations in an organization running smoothly.
- 2.2 Responsibility of the Second party:
  - To provide valuable inputs in curriculum designing of B. Voc. programme as per industry need.
  - To permit the students to undergo practical training /live projects/internships/ apprenticeship etc. in the company under direct supervision of industry experts as per the guidelines issued by UGC for the aforesaid B.Voc. programme.
  - To provide infrastructure and other resources for the hands-on training to the students of University.
  - To train the students of above mentioned programme on the emerging technologies through workshops/seminars/guest lectures in order to bridge the skill gap and make them industry ready.
  - To train the faculty members in the emerging technologies to equip them to impart training to the students.
  - To evaluate the progress (during internship) of the students as per the need of curriculum.
  - · To facilitate placements of the students of above mentioned B.Voc. programme.





2.3 Responsibility of the First party [H5 (Deemed to be University), Jaipur]

- Recognize the company as the internship and training partner for the above mentioned B.Voc. Programme.
- To provide necessary infrastructure and other facilities to the company during guest lectures /workshops and seminars.
- To communicate all necessary information received from the second party to the students.
- To provide any other assistance as may be required for further promotion and management of the above mentioned programme.
- 2.4 This is a non-commercial agreement and therefore neither party can claim any Payment to other party for carrying out the responsibilities listed in this agreement. However any sort of payment would be a matter of privilege and not the matter of claim.

## CLAUSE 3 VALIDITY

- 3.1 This MoU will be valid for a period of two years starting from a date to be agreed. Upon completion of the tenure, the MoU may be treated as renewed for a further term of 2 years, if there is no revocation of the existing MoU, by any party. However any party may terminate this MoU with prior notice of 3 months, provided that this may not adversely affect the career of students.
- 3.2 The parties to the MoU understand that, where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.

#### CLAUSE 4

#### FORCE MAJEURE

4.1 Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.





## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 5.2 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 5.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the Committee. The verdict of the Committee would be final and binding. Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

For & on behalf of Company For & on behalf of the IIS (deemed to be University), Jaipur 1 ANAL Autonaed autory Signature Signature Name AAYLCH SHARMA Name DR RAAKHE GUPTA Designation Foundation CLO Designation REGISTRAR Postal Address (- C S HAKTIN AGAS Postal Address GURUKUL HARG SPS HANS Seal TONK KOAD TANGUE TOUGH Seal JAIPUA BO2020 Witness (Name & Address) Slanature Witness (Name & Address) Signature JAIDU K. S. Shaime 2. Namani, Jai Jam Kolhan wantollar

Signed on 22<sup>rd</sup> of June 2020

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

## Hotel Rajmahal Bhindar

#### AND

#### IIS (Deemed to be University), Jaipur

This MoU is made at Jaipur on the 23<sup>rd</sup> Day of June 2020 (hereinafter referred to as the "MoU".)

#### BETWEEN

**IIS (deemed to be University), SFS, Gurukul Marg, Mansarovar, Jaipur**(here hafter referred to as "**First Party**" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its executors, representatives, nominees and permittee assigns of the First party) acting through its authorized representative, Dr. Raakhi Gupta Registrar, IIS (Deemed to be University), Jaipur

#### AND

Hotel Rajmahal Bhindar, Ravli Pol, Bhinder, Rajasthan 313 603, THE SECOND PARTY and repgresented hereinby its Director, Ms. Parthvi Bhinder, Hereinafter referred to as "Second Party"

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and monoculary as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institution named HS (deemed to be University) Jaipurwhich is offering various services in relation to education and other located services.
- B) Second Party is an Industrial entity named:

Hotel Rajmahal Bhindarengaged in the business of heritage hotel and restaurant.

- C) The Parties intent to cooperate and focus their effects on cooperation with the particulation of Skill Based Fraining along with broad based deneral exclusion of the subscription of the particularly those pursuing BAVOC. Degree an "Other Management & Secretarial Practices" to meet the needs of local and global models. As an an equipped to become part of the global workforce.
- 19) Both Parties, being legal entities in themselves costly to see the second second decider interests and the Motostacity and their includes for starting the atomsact (A.S. 2000).

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## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## CLAUSE 1 CO-OPERATION

- 1.1 First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities
- 1.2 Both Parties will establish channels of communication that will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable training systems, keeping in mind the needs of the above mentioned B.Voc. Programme.
- 1.3 Regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The B.Voc. Degree Programme in "Office Management & Secretarial Practices" of the IIS (deemed to be University) Jaipur could play a key role in enhancing the operational and organizational skills of the students, which they can use in keeping all office operations in an organization running smoothly.
- 2.2 Responsibility of theSecond party (Hotel Rajmahal Bhindar):
  - To provide valuable inputs in curriculum designing of B. Voc. programme as per industry need.
  - To permit the students to undergo practical training /live projects/internships/ apprenticeship etc. in the company under direct supervision of industry experts as per the guidelines issued by UGC for the aforesaid B.Voc. programme.
  - To provide infrastructure and other resources for the hands-on training to the students of University.
  - To train the students of above mentioned programme on the emerging technologies through workshops/seminars/guest lectures in order to bridge the skill gap and make them industry ready.
  - To train the faculty members in the emerging technologies to equip them to impart training to the students.
  - To evaluate the progress (during internship) of the students as per the need of curriculum.
    - To facilitate placements of the students of above mentioned B.Voc. programme.

Rajmahal Bhindar A Heritage Hotel Bhindar, Distt. Udaipur (Raj.)

- 2.3 Responsibility of the First party [IIS (Deemed to be University), Jaipur]:
  - Recognize the company as the internship and training partner for the above mentioned B.Voc. Programme.
  - To provide necessary infrastructure and other facilities to the company during guest lectures/workshops and seminars.
  - To communicate all necessary information received from the second party to the students.
  - To provide any other assistance as may be required for further promotion and management of the above mentioned programme.
- 2.4 This is a non-commercial agreement and therefore neither party can claim any Payment to other party for carrying out the responsibilities listed in this agreement. However any sort of payment would be a matter of privilege and not the matter of claim.

## CLAUSE 3 VALIDITY

- 3.1 This MoU will be valid for a period of fiveyears starting from 23/06/2020 22/06/2025. Upon completion of the tenure, the MoU may be treated as renewed for a further term of 5 years, if there is no revocation of the existing MoU, by any party. However any party may terminate this MoU with prior notice of 3 months, provided that this may not adversely affect the career of students.
- 3.2 The parties to the MoU understand that, where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.

#### CLAUSE 4

#### FORCE MAJEURE

4.1 Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

Parthi Bhide Rajmahal Bhindar

**Rajmahal Bhindar** A Heritage Hotel Bhindar, Distt. Udaipur (Raj.)

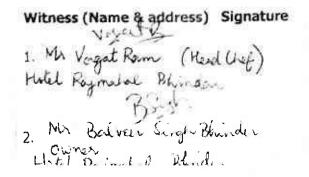
## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party.
- 5.2 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 5.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the Committee. The verdict of the Committee would be final and binding. Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

Hotel Rajmahal Bhindar Ms. Parthvi Bhogaimahal Bhindar Director A Heritage Hotel Hotel Rajmahal Bhiggindar, Distr. Udaipur (Raj.)

Signed on 23rd of June 2020



IIS (deemed to be University), Jaipur

Dr. Raakhi Gupta Registrar IIS (deemed to be University) Mansarovar, Jaipur-302020 IIS (Deemed to be University), Jaipur

Witness (Name & address) Signature 1. Dr Ankita Jain fikita Auscriete Professor 2 Dr. Mahima Rai Ula Associate Professor

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

IIS (Deemed to be University), Jaipur

8

NAME OF THE COMPANY (With Logo) PLACE

#### LIL PAISLEY BY SRIANSH



FOR

Skill Based Programme (B.Voc Degree - Entrepreneurship & Business Innovation) offered by the Department of International Business, Faculty of Commerce and Management of IIS(deemed to be University), Jaipur

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## MEMORANDUM OF UNDERSTANDING

## Memorandum of Understanding BETWEEN Name of the Company and IIS (deemed to be University), Jaipur

This MoU is made at Jaipur on the 27t.<sup>th</sup> Day of June 2020 (hereinafter referred to as the "MoU".)

#### BETWEEN

**IIS (deemed to be University), SFS, Gurukul Marg, Mansarovar, Jaipur** (herein after referred to as "**First Party**" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its executors, representatives, nominees and permitted assigns of the First party) acting through its authorized representative, Dr Raakhi Gupta, Registrar.

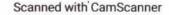
#### AND

(LIL PAISLEY BY SRIANSH ,F-168,RAM PATH,SHYAM NGAR,JAIPUR, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, Name of Competent Authority/ Representative, Hereinafter referred to as "Second Party"

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

- A) First Party is a Higher Educational Institution named IIS (deemed to be University), Jaipur which is offering various services in relation to education and other related services.
- B) Second Party is an Industrial entity named: (Name of industry) engaged in Business of (LIL PAISLEY BY SRIANSH in business of textile\_)
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training along with broad-based general education for the students more particularly those pursuing B.Voc. Degree in "Entrepreneurship & Business Innovation" to meet the needs of local and global industries and be equipped to become part of the global workforce.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests and this MoU shall be submitted to UGC as per mandatory guidelines for starting the aforesaid B.Voc. programme.



## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## CLAUSE 1 CO-OPERATION

- 1.1 First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities
- 1.2 Both Parties will establish channels of communication that will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable training systems, keeping in mind the needs of the above mentioned B.Voc Programme.
- 1.3 Regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The B.Voc Degree Programme in "Entrepreneurship & Business Innovation" of the IIS (deemed to be University) Jaipur could play a key role in enhancing the business operational and entrepreneurial skills of the students, which they can use in keeping all skills in an organization running smoothly.
- 2.2 Responsibility of the Second party (Name of the company):
  - To provide valuable inputs in curriculum designing of B. Voc. programme as per industry need.
  - To permit the students to undergo practical training /live projects/internships/ apprenticeship etc. in the company under direct supervision of industry experts as per the guidelines issued by UGC for the aforesaid B.Voc. programme.
  - To provide infrastructure and other resources for the hands-on training to the students of University.
  - To train the students of above mentioned programme on the emerging technologies through workshops/seminars/guest lectures in order to bridge the skill gap and make them industry ready.
  - To train the faculty members in the emerging technologies to equip them to impart training to the students.
  - To evaluate the progress (during internship) of the students as per the need of curriculum.
  - To facilitate placements of the students of above mentioned B.Voc. programme.

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2.3 Responsibility of the First party [115 (Deemed to be University), Jaipur]

- Recognize the company as the internship and training partner for the above mentioned B.Voc. Programme.
- To provide necessary infrastructure and other facilities to the company during guest lectures /workshops and seminars.
- To communicate all necessary information received from the second party to the students.
- To provide any other assistance as may be required for further promotion and management of the above mentioned programme.
- 2.4 This is a non-commercial agreement and therefore neither party can claim any Payment to other party for carrying out the responsibilities listed in this agreement. However any sort of payment would be a matter of privilege and not the matter of claim.

## CLAUSE 3 VALIDITY

- 3.1 This MoU will be valid for a period of two years starting from ..../ 2020 ...../ 2022. Upon completion of the tenure, the MoU may be treated as renewed for a further term of 2 years, if there is no revocation of the existing MoU, by any party. However any party may terminate this MoU with prior notice of 3 months, provided that this may not adversely affect the career of students.
- 3.2 The parties to the MoU understand that, where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.

#### **CLAUSE 4**

#### FORCE MAJEURE

4.1 Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or llability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 5.2 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 5.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the Committee. The verdict of the Committee would be final and binding. Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

For & on behalf of Company	For & on behalf of the IIS (deemed to be University),Jaipur
Signature Aushud Name ANSHUL SIN <b>GPor Lil Paisley</b> by SriAnsl Designation FOUNDER PostalAddress-F-168,RAMPATH,SHYAM NAGAR,JAIPUR Seal Witness (Name & Address) Signature	Regitrar, IIS (deemed to be Oniversity) SFS, Mansarovar, Jaipur-302020
los mi Sines	Witness (Name & Address) Signature 1. <u>P.S. Shifti Chalmanaly</u> with 2. <u>P.S. 9ti have</u> <u>y</u>
2.MAHENDRA PRATAP SHARMA (45/26 Kiran Path ,Mansarover ,Jaipur).	2. Dr. Iti bane In

Signed on 29th of June 2020

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## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

IIS (Deemed to be University), Jaipur

8

Dravya (India), Jaipur

### FOR

Skill Based Programme (B.Voc Degree - Entrepreneurship & Business Innovation) offered by the Department of International Business, Faculty of Commerce and Management of IIS(deemed to be University), Jaipur

#### MEMORANDUM OF UNDERSTANDING

#### Memorandum of Understanding BETWEEN Name of the Company and IIS (deemed to be University), Jaipur

This MoU is made at Jaipur on the 27t.<sup>th</sup> Day of June 2020 (hereinafter referred to as the "**MoU**".)

#### BETWEEN

**IIS (deemed to be University), SFS, Guruku Marg, Mansarovar, Jaipur** (herein after referred to as "**First Party**" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its executors, representatives, nominees and permitted assigns of the First party) acting through its authorized representative, Dr Raakhi Gupta, Registrar.

#### AND

DRAVYA (INDIA), E-16 Ram Path Shyam Nagar Soadala ,Jaipur, The Second Party, Representative, Lakshita Goel, Founder .

(First Party and Second Party are hereinafter join or referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

- A) First Party is a Higher Educational Institution named IIS (deemed to be University), Jaipur which is offering various services in relation to education and other related services.
- B) Second Party is an Industrial entity name: DRAVYA (INDIA) engaged in Business of Jewellery .
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training along with broad based general education for the students more particularly those pursuing B.Voc Degree in "Entrepreneurship & Business Innovation" to meet the needs of local and global industries and be equipped to become part of the global workforce.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests and this MoU shall be submitted to UGC as per mandatory guidelines for starting the afcresaid B.Voc. programme.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## CLAUSE 1 CO-OPERATION

- 1.1 First Party & Second Party believe the collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities
- 1.2 Both Parties will establish chargels of communication that will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable training systems, keeping in mind the needs of the above mentioned B.Vo. Programme.
- 1.3 Regular interaction/discussion meeting between both the parties to keep the momentum and explore new avenues for collaboration.

#### CLAUSE 2

#### SCOPE OF THE MOU

- 2.1 The B.Voc Degree Programme in "Entreareneurship & Business Innovation" of the IIS (deemed to be University) Jaipur could play a key role in enhancing the business operational and entrepreneuries skills of the students, which they can use in keeping all skills in an organization running smoothly.
- 2.2 Responsibility of the Second party (Name of the company):
  - To provide valuable inputs in curriculum designing of B. Voc. programme as per industry need.
  - To permit the students to undergo cractical training /live projects/internships/ apprenticeship etc. in the company under direct supervision of industry experts as per the guidelines issued by UGC for the aforesaid B.Voc. programme.
  - To provide infrastructure and other esources for the hands-on training to the students of University.
  - To train the students of above mentioned programme on the emerging technologies through workshops/seminars/guest lectures in order to bridge the skill gap and make them industry ready.
  - To train the faculty members in the energing technologies to equip them to impart training to the students.
  - To evaluate the progress (during intership) of the students as per the need of curriculum.
  - To facilitate placements of the students in above mentioned B.Voc. programme.

- 2.3 Responsibility of the First party [IIS (Deeme: to be University), Jaipur]
  - Recognize the company as the interranip and training partner for the above mentioned B.Voc. Programme
  - To provide necessary infrastructure and ther facilities to the company during guest lectures /workshops and seminars.
  - To communicate all necessary information received from the second party to the students.
  - To provide any other assistance as may be required for further promotion and management of the above mentioned programme.
- 2.4 This is a non-commercial agreement a d therefore neither party can claim any Payment to other party for carrying out the responsibilities listed in this agreement. However any sort of payment would be a matter of privilege and not the matter of claim.

### CLAUSE 3 VALIDITY

- 3.1 This MoU will be valid for a period of two years starting from  $\frac{29}{.00}$  2020  $\frac{30}{.00}$  2022. Upon completion of the territe, the MoU may be treated as renewed for a further term of 2 years, if there is represented the existing MoU, by any party. However any party may terminate this MoU with prior notice of 3 months, provided that this may not adversely affect the career of students.
- 3.2 The parties to the MoU understand that where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.

#### CLAUSE 4

#### FORCE MAJEURE

4.1 Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insu ections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** are **Second Party** are acting under this MOU as independent contractors, and the elationship established under this MOU shall not be construed as a partnership. Weither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 5.2 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 5.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the Committee. The verdict of the Committee would be final and binding. Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused the authorized representatives to sign this agreement on the date mentioned hereinabove.

Signed on R.T. ... of June 2020

For & on behalf of Company	For & on behalf of the IIS (deemed to be University), Jaipur	
Lakelight		
Signature Lakshita Goel Founder E-16 Ram Path , Shyam Nagar, Jaipur Seal	Signature Dr. Raakhi Gupta <b>Registrar</b> Regitrar, JIS (deemed to be University) SFS, Mansarovar, Javafisarovar, Jaipur-302020 Seal	
Witness (Name & Address) Signatur 1 For anned Perforks Signatur N.N. 3628 Marsher Roch Jalper 2. AMI.T. GUP.T.P. March COBAL ENCRUP. UCIMEN Marson Taile	1. Dr. Rov pan Kothari hupamkotan 2. Dr. Shilfon Chalcravaety Juga	

# MEMORANDUM OF UNDERSTANDING



# **IIS** (Deemed to be University)

Gurukul Marg, SFS, Mansarovar, Jaipur- 302 020

# AND



# Management & Entrepreneurship and Professional Skills Council (MEPSC)

'New Delhi

ON

SKILL DEVELOPMENT INITIATIVES IN MANAGEMENT SECTOR (B.Voc. Degree – Office Management and Secretarial Practices)

Date: 23 June, 2020 | Jaipur | India



# Memorandum of Understanding

This Memorandum of Understanding has been made and agreed upon between the parties mentioned below, signed on the 23 June, 2020 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**IIS (Deemed to be University), Jaipur**, having its registered office at **Gurukul Marg**, **SFS**, **Mansarovar**, **Jaipur- 302 020** (herein referred to as "FIRST PARTY", which expression shall unless it is repugnant to the context meaning thereof, be deemed to include its executors, representatives and permitted assigns), represented by **Dr. Raakhi Gupta**, **Registrar**, **IIS (Deemed to be University)**, **Jaipur** 

#### AND

**Management & Entrepreneurship and Professional Skills Council (MEPSC)**, a Sector Skill Counciland a Not- for- Profit Organization, a company registered under Section 8 of the Companies Act, 2013, having its head office at F-04, First Floor, Plot 212, Okhla Phase 3, New Delhi 110020, represented by its Chief Executive Officer through Col. Anil Kumar **Pokhriyal**, Management & Entrepreneurship and Professional Skills Council, who has been duly authorized in this behalf which expression shall where the context so admits, be deemed to include its successors, executors and administrators, assigns and nominees(herein after referred to as "MEPSC" which expression shall, unless repugnant to the context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the **SECOND PARTY** 

WHEREAS IIS (Deemed to be University) would be taking steps for the implementation of skill based programme (B.Voc. Degree-Office Management and Secretarial Practices), mutually decided by both the parties, which would aim to enhance the employability of students by equipping them with Industry / Business relevant skills.

AND WHEREAS, MEPSC through its Education & Skill Development initiatives will work closely with its members and Industry Associations to help improve the quality of the employable skills of students of skill based programme (B.Voc. Degree-Office Management and Secretarial Practices) of the First Party. In this regard, there are various short, medium and long-term courses undertaken to meet this objective.

Now it is hereby mutually agreed amongst both parties to this MoU and binds themselves to the terms and conditions enumerated in succeeding paragraphs/Annexures:

## 1. Roles and Responsibility

The principal roles and responsibility of the parties will be as set out in Annexure A

## 2. Parties Shall

- A. Not use other party's Intellectual Property unless such other party consents to such use.
- **B.** Not do anything which in the reasonable opinion of the other party is or will be harmful to the reputation of the other party.
- C. Keep each other informed of any matters relevant to the overall functioning.
- D. Share their expertise or any other information which would be of mutual benefit.

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## 3. Financial Terms and Conditions

The financial terms and conditions will be as set out in Annexure B.

## 4. Duration/ Term of the MoU

- A. The MOU shall begin from the date of its execution by the parties hereto.
- B. This MOU shall continue in full force and effect up to 5 years from the date of signing i.e. upto 22 June, 2025, that is the term required for completion of the three-year UG programme by three consecutive batches of students admitted from the Academic Year 2020-21.
- C. Validity of this MoU shall be extended sufficiently early for further period/batches on mutual agreement by the parties to the MOU.
- D. This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on regular basis.

## 5. Termination

- A. Either party may terminate this MoU by mutual understanding by giving 3 (three) months' notice in writing served on other.
- B. The parties to the MoU understand that, where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.
- C. Save as otherwise set out in this MOU, the termination of this MOU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

## 6. Confidentiality

- A. Each party hereto agrees with the other:
- To keep information in strict confidence and secrecy.
- Not to use the information save for complying with its obligations under this MoU.
- Not to disclose the same to a third party other than the party's professional advisers and such employees of the other party on a need to know basis as per requirements of this MoU, who are under a similar duty to protect confidential information, or any third party having a legal right to obtain disclosure thereof.
- B. The restrictions contained in above clause shall apply to both the parties during the term of and for (one) year after the termination of this MoU but shall cease to apply to information or knowledge which:
  - Has in it's entirely become public knowledge otherwise than through any unauthorised disclosure or other breach of such restriction.
  - The other party has consented in writing to the same being disclosed.
  - Is or has been independently developed by the other party without reference to or use of the confidential information.

## 7. Dispute Resolution

Any disputes and differences whatsoever arising under or in connection with this MOU which could not be settled by parties through negotiations, after the period of thirty (30) working days from the service of the notice, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The parties will make

reference for a sole arbitrator to be appointed by the parties in consultation with each other. The place of arbitration shall be at New Delhi.

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on the 23 June, 2020.

Management & Entrepreneurship and **IIS (Deemed to be University)** Professional Skills Council Jaipur Registrar Col. Anil-Kumar Pokhriyal Dr. Raakhi Gupta lið (Jesmed to be Uri versky) CEO Registrar IIS (Deemed to be University ar, Jaiput-31.202 Management & Entrepreneurship and Professional Skills Council Jaipur Witness (Name & address) Signature Witness (Name & address) Signature 1. Citrando Dr. K.S. Sharwa Adviser 1. SANTOSH KR. SAHA Head-Buriness Development 2. De: Ankita Jain J. K.t. Associate Prof. 2.

## Annexure A

## Roles and Responsibility

## University will:

- Develop the curriculum for general component as per guidelines of UGC.
- Arrange/prepare the adequate infrastructure in terms of laboratories as per the QPs and NOS set by MEPSC.
- Approve the curriculum in Board of Studies.
- Nominate Trainers from their University for Train the Trainer Program to be organized by MEPSC.
- Promote the courses.
- Mobilize the student.
- Begin enrolment in approved courses by creating Batch as per maximum enrolment.
- Provide training in accordance with the approved curriculum for both general and skill component.
- Deploy faculty and equipment labs in the University as per the requirements of the respective job roles.
- Provide books and study materials relevant for student learning.
- Co-ordinate industry guest lectures, industry visits during the training.
- Do the assessment of general component.
- Transfer the cumulative assessment fee to the MEPSC 15 days to 30 days before the end of the training for a batch through electronic bank transfer.
- Share the result & certificate.

# Management & Entrepreneurship and Professional Skills Council will:

- MEPSC will identify the QPs.
- MEPSC will develop the curriculum of skill component.
- MEPSC will conduct skill assessment and share result & certificate.
- MEPSC will conduct Training of Trainers (ToT), if the University wants any of the faculty members to get certified as a Trainer.
- MEPSC will provide support in Apprenticeship.
- MEPSC will facilitate Online Sessions by Industry Professionals for defined hours, it required by the University.
- MEPSC will conduct assessment for the skill component as agreed by both parties.

#### Annexure B

- University will pay 1000 (plus taxes) per student per Job role to MEPSC towards the student assessment and certification.
- ToT fees (11000/Trainer) + incidentals to be paid to MEPSC (if required).
- The fee for Online Industry Lecture organised by MEPSC, shall be mutually decided by both the parties.

# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

IIS (Deemed to be University), Jaipur

&

## PACIFIC EDUCATIONAL CONSULTANT KOTA

FOR

Skill Based Programme (B.Voc Degree – Office Management & Secretarial Practices) offered by the Department of Human Resource Management, Faculty of Commerce and Management of IIS (deemed to be University), Jaipur



# MEMORANDUM OF UNDERSTANDING

# Memorandum of Understanding BETWEEN Name of the Company and IIS (deemed to be University), Jaipur

This MoU is made at Jaipur on the 16<sup>th</sup> Day of June 2020 (hereinafter referred to as the "MoU".)

#### BETWEEN

IIS (deemed to be University), SFS, Gurukul Marg, Mansarovar, Jaipur (herein after referred to as "First Party" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its executors, representatives, nominees and permitted assigns of the First party) acting through its authorized representative, Dr. Raa Khu. Inupta, Registrar, IIS (Deemed to be University), Taipur AND

PACIFIC EDUCATIONAL CONSULTANT, 2-GA-36, VIGYAN NAGAR , KOTA by its DIRECTOR , NITIN GAUTAM, Hereinafter referred to as "Second Party"

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

## WHEREAS:

- A) First Party is a Higher Educational Institution named IIS (deemed to be University), Jaipur which is offering various services in relation to education and other related services.
- B) Second Party is an Industrial entity named: (PACIFIC EDUCATIONAL CONSULTANT engaged in Business of (TRAINING AND EDUCATION)
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training along with broad-based general education for the students more particularly those pursuing B.Voc. Degree in "Office Management & Secretarial Practices" to meet the needs of local and global industries and be equipped to become part of the global workforce.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests and this MoU shall be submitted to UGC as per mandatory guidelines for starting the aforesaid B.Voc. programme.



# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## CLAUSE 1 CO-OPERATION

- 1.1 First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities
- 1.2 Both Parties will establish channels of communication that will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable training systems, keeping in mind the needs of the above mentioned B.Voc Programme.
- 1.3 Regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The B.Voc Degree Programme in "Office Management & Secretarial Practices" of the IIS (deemed to be University) Jaipur could play a key role in enhancing the operational and organizational skills of the students, which they can use in keeping all office operations in an organization running smoothly.
- 2.2 Responsibility of the Second party (Name of the company):
  - To provide valuable inputs in curriculum designing of B. Voc. programme as per industry need.
  - To permit the students to undergo practical training /live projects/internships/ apprenticeship etc. In the company under direct supervision of industry experts as per the guidelines issued by UGC for the aforesaid B.Voc. programme.
  - To provide infrastructure and other resources for the hands-on training to the students of University.
  - To train the students of above mentioned programme on the emerging technologies through workshops/seminars/guest lectures in order to bridge the skill gap and make them industry ready.
  - To train the faculty members in the emerging technologies to equip them to impart training to the students.
  - To evaluate the progress (during internship) of the students as per the need of curriculum.
  - To facilitate placements of the students of above mentioned B.Voc. programme.



- 2.3 Responsibility of the First party [IIS (Deemed to be University), Jaipur]
  - Recognize the company as the internship and training partner for the above mentioned B.Voc. Programme.
  - To provide necessary infrastructure and other facilities to the company during guest lectures /workshops and seminars.
  - To communicate all necessary information received from the second party to the students.
  - To provide any other assistance as may be required for further promotion and management of the above mentioned programme.
- 2.4 This is a non-commercial agreement and therefore neither party can claim any Payment to other party for carrying out the responsibilities listed in this agreement. However any sort of payment would be a matter of privilege and not the matter of claim.

## CLAUSE 3 VALIDITY

- 3.1 This MoU will be valid for a period of five years starting from 16/06/ 2020 15 /06/ 2025. Upon completion of the tenure, the MoU may be treated as renewed for a further term of 5 years, if there is no revocation of the existing MoU, by any party. However any party may terminate this MoU with prior notice of 3 months, provided that this may not adversely affect the career of students.
- 3.2 The parties to the MoU understand that, where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.

### CLAUSE 4

#### FORCE MAJEURE

4.1 Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.



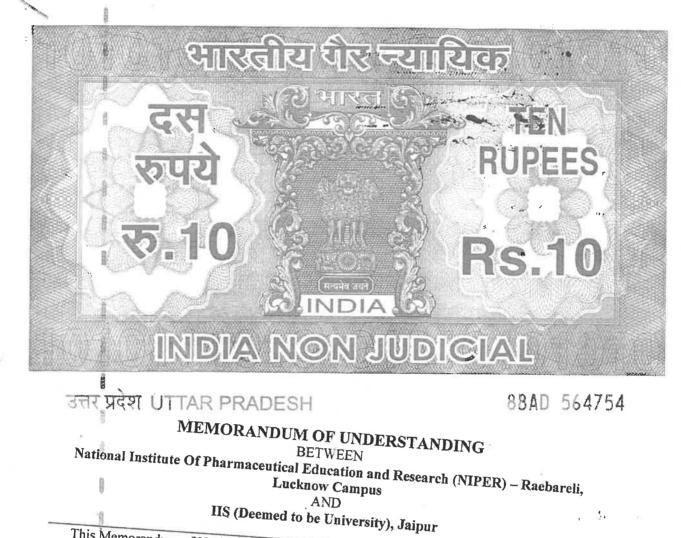
## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 5.2 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 5.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the Committee. The verdict of the Committee would be final and binding. Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

For & on behalf of Company	For & on behalf of the IIS (deemed to be University),Jaipur
Signature TIN GAUTATI Name NITIN GAUTATI Designation Dre FLTD12	Signature Name Dr. Roo Khi Guptio (deemed to be University Designation Registrace Mansarovar, Jaipur-30202 Postal Address INS (Deamed to
AUNITES	De Undersity ), Japar
Witness (Nime & Address) 1ANTL. MEHKA 2. NEDAT JAIN	Witness (Name & Address) Signature 1. Dr. Auhita Jain Jukita 2. Or Seema S. Rathered eem

Signed on 16thof June 2020



This Memorandum of Understanding (MOU) was made on Friday, May 3, 2019 between NIPER, Raebareli and IIS (Deemed to be University), Jaipur

# NIPER, Raebareli:

National Institute of Pharmaceutical Education and Research (NIPER), Raebareli is an autonomous institute which has been established under the aegis of the Department of pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India to provide leadership in pharmaceutical sciences and other related areas. NIPER, Raebareli is a national institute in pharmaceutical education and research with a proclaimed objective of becoming a centre of excellence for advanced studies and research in pharmaceutical sciences. Owing to its importance, the Government of India has declared NIPER as an 'Institute of National Importance'.

# IIS (Deemed to be University), Jaipur:

The IIS University (IISU) is deemed-to-be-a-university and is amongst the first thirty eight universities in India placed under category 'A' by the Ministry of Human Resource Development, Government of India. It is known for excellence in imparting meaningful education to students and to encourage them to think innovatively. It particularly focuses on empowering women to face challenges of life with confidence and

(SD1002, Thin

age.

#### PREAMBLE

NIPER, Raebareli and IIS, Jaipur (Deemed to be University) recognize the mutual interest in the field of research, development, education, and dissemination/ sharing of knowledge on long term basis in the area of Biotechnology, Pharmacology, Toxicology and related fields and are committed to promote joint research activities and exchange programmes/ activities for faculty and students. Both NIPER, Raebareli and IIS (Deemed to be University), Jaipur are committed and are joining hands to play an effective role to facilitate Industry-Academia Interaction by carrying out joint research projects, consultancy, contract research, testing, internship/dissertation work, placement etc. in the areas of their mutual interests and envisage to benefit as given under:

### 1. Joint Research Activities

- NIPER, Raebareli and IIS (Deemed to be University), Jaipur based on the expertise available shall encourage faculty and students for joint research activities & projects.
- b. NIPER, Raebareli and IIS (Deemed to be University), Jaipur will jointly submit research proposals of mutual interests to various Govt. & other Non-Govt. agencies for funding.
- c. NIPER, Raebareli and IIS (Deemed to be University), Jaipur shall agree to offer consultancy to each other in the areas of Extraction/Formulation/Research & Development,

Marketing, Exports-import/Regulations & Drug Controls etc. on specific demand by the either institution.

## 2. Faculty & Student's exchange Program/activities

- a. To have Project Internships or Dissertation for post graduate and graduate students of IIS (Deemed to be University), Jaipur at NIPER, Raebareli or vice versa.
- b. To avail the infrastructure facilities for the research scholars of the IIS University, Jaipur at NIPER, Raebareli or vice versa as per norms of institute or university.

### 3. Role and obligations of NIPER, Raebareli

1.1 National Institute of Pharmaceutical Education and Research (NIPER), Raebareli is a premier academic and research institute providing post graduate and PhD courses in several disciplines of pharmaceutical sciences. NIPER, Raebareli also provides training courses for Undergraduate/ Postgraduate students in specialized domain of pharmaceutical research. The students of IIS (Deemed to be university), Jaipur can perform their project work at NIPER, Raebareli as per norms. NIPER-Raebareli and IIS (Deemed to be university), Jaipur will jointly share the research publication arising from the work carried out students as part of their joint research projects.

# 4. Role and obligations of IIS (Deemed to be University), Jaipur

IIS (Deemed to be university), Jaipur acts as an important driver of economic development and catchingup through their role in education and technology absorption, adaptation, and diffusion. It offers UG and PG courses in all the fields of life-sciences. The PG students have their dissertation work to be done in a semester along with training courses from industries. The Undergraduate/ Postgraduate students can also participate in training programs held during summer or winter breaks. The University produces highly motivated and knowledgeable workforce who can add value to your industrial setup. Long-term collaborations are associated with joint projects and public-private partnerships. Planning of joint research may give rise to opportunities for training doctoral students.

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### 5. Administration of Programs/Activities

The various programs/activities under the memorandum of understanding will be administered by the coordinators of each organization to be appointed by the NIPER, Raebareli and IIS (Deemed to be University), Jaipur respectively. The coordinators will coordinate various research activities of interest of both the organizations viz., NIPER, Raebareli and IIS (Deemed to be University), Jaipur.

### 6. Commencement and Tenure of MOU

This Memorandum of Understanding shall become effective from the date of signing of the document by both the parties herein. It shall remain in force initially for a period of three years and can be amended/ terminated on mutual written agreement between NIPER, Raebareli and IIS (Deemed to be University), Jaipur.

Any controversy or claim arising out of or relating to this MoU shall be settled by arbitration administered. If required, the dispute shall be finally settled by mutual discussion between NIPER, Raebareli and IIS (Deemed to be University), Jaipur.

NIPER-R, Lucknow

**Authorized Signatories** 

Name:

IIS (Deemed to be University), Jaipur Date: May 3, 2019

Dr. S. J. S. Flora

Name:

Designation: Director

Date: May 3, 2019

डॉ. एस. जे. एस. फ्लोरा Dr. S. J. S. Flora निदेशक Director

राइट्रीय औक्सीय शिक्षा एवं अनुसंधान संस्थान (नाईपर) राययरेली National Institute of Pharmaceutical Education and Research (NIPER) Reebareli आ मुकार्ण्या जा मार्ग्सायन एवं उर्वरक मंत्रालय, भारत सरकार) partment of Pharmaceuticals, Ministry of Chemicals and Fertilizars) स्थानी के सिसेंडी रोड, सरोजिनी नगर, लखनऊ-22002 (उ.प्र.) भार Road, Sarojani Nagar, Lucknow (U.P.)-2200021

Witness:

1. Dr K.N. Tiwari Asst Professor NIPER-R, Lucknow

2. Ms Rupam Tiwari Astt Registrar NIPER-R, Lucknow

Vice Chancellor IIS (Deemed to be University) Mansarover, Jalour-302020

Witness:

1.

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Prof. Pradeep Bhainag Dean, (Science), Science IIS (Deemed to be University), Jaipur sity) NS (deemed b

Mansarovar, Jaipur-302020

Prof. Raakhi Gupta Registrar IIS (Deemed to be University), Jaipur Registrar IIS (Deemed to be University) Mansarovar, Jaipur-302020

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Designation: Vice Chancellor

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HUNDREDRUPEES

## MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN INSTITUTE OF TROPICAL METEOROLOGY,PUNE (INDIA) AND

## IIS (DEEMED TO BE UNIVERSITY), JAIPUR, RAJASTHAN

This Memorandum of Understanding (MoU) is made between the Indian Institute of Tropical meteorology, Pune (India) ('IITM' in short) and IIS (Deemed to be University), Jaipur, Rajasthan ('IIS' in short) hereinafter referred to as the 'Parties',

- Recalling mutual deliberations between both the Parties with a view to enhancing cooperation in the field of atmospheric process, Water Resources exploration, Development and Management and other related fields;
- Realizing that collaboration between IITM and IIS would considerably leverage technical abilities of both the parties and enable a framework for professional education and research programs in field of earth, atmospheric & environmental sciences and water resources for the benefit of both the parties
- Have reached the following understanding:

### Article I

The parties shall work to enhance cooperation in research and capacity building at the national and regional levels in the field of earth, atmospheric & environmental sciences and water resources by collaboration and sharing of

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expertise on the areas mutually agreed upon including the development of Lightening Location Networking (LLN), evaluation of atmospheric carbonaceous matter over Indian regions and elsewhere and impact on regional climate change.

### Article II

The Parties shall encourage exchange of experts and organize fieldwork, training programmes, study tours and other such activities jointly in order to build capacities in the areas referred to in Article I.

### Article III

The Parties shall promote cooperation within the framework of joint activities mentioned in Article I through work plans to be drawn up by mutual agreement. Such activities could include a) Joint research projects b) Faculty exchange c) Sharing of R& D facilities d) Organizing Joint Conference/workshop/courses e) Joint Ph.D supervision etc. All the stated activities shall be within the operational rules and regulations of both the parties with mutual consent.

Article IV

A Joint Working Group shall be formed, not later than three months of the signing of this MoU, comprising equal number of members from each of the Parties, which will monitor the activities to be carried out in fulfillment of the MoU. The Working Group shall endeavor to interact frequently through telephone, e-mail, and laboratory visits, etc.

### Article V

Each party shall bear the respective costs of carrying out the obligations under this agreement. Neither party shall make a claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between both the parties

### Article VI

This MoU shall enter into force on the day of its signing and remain in force for a period of five years, Thereafter, it may be further extended automatically for subsequent periods of five years at a time, unless either of the Parties gives to the other a written notice six months in advance of its intention to terminate it before the date of its expiry.

Signed at Jaipur on this 26<sup>th</sup> day of November, 2019 in two original copies in English

For the Indian Institute of Tropical Meteorology, New Delhi (India)

Sweep Theorem

Dr. Suresh Tiwari Sc. E (Deputy Director) & Official Incharge Delhi- Unit, Indian Institute of Tropical Meteorology,Pune New Delhi Branch, New Delhi-110060

> उॉ. सुरेष तियारी Dr. SURESH TIWARI वैज्ञानिक-ई एवं कार्यकारी अधिकारी SCIENTISTE & OFFICER-IN-CHARCE मारतीय व्यव्यदेशीय मौसम विज्ञान संख्यान, पुणे INDIAN INSTITUTE OF TROPICAL METEOROLOGY, PUNE नई दिल्ली शाखा NEW DELHI BRANCH प्रो. रामनाध्य विज्ञ मार्ग, आर. ब्लॉक PROF. RAM NATH VI MARG, R-BLOCK

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For IIS (Deemed to be University), Jaipur, Rajasthan (India)

Dr. Ashok Gupta Vice Chancellor IIS (Deemed to be University), Jaiptir, Rajastivan-302020 IIS (Deemed to be University) Mansarovar, Jaipur-302020



September 26,2018

Deepika Singh IIS University ICG Campus, Gurukul Marg SFS, Mansarovar Jaipur, Rajasthan 302020

Dear Ms. Singh,

We take this opportunity to convey our sincere appreciation and gratitude for your continued support to Marriott in India. We look forward to fostering a great relationship in the future.

Marriott International, Inc. is the world's largest hotel company with more than 5700 properties in over 110 countries. Marriott operates and franchises hotels and licenses vacation ownership resorts. The companies 30 leading brands include: Bulgari Hotels and Resorts, The Ritz-Carlton and The Ritz Carlton Reserve, St. Regis, W, Edition, JW Marriott, The Luxury Collection, Marriott Hotels, Westin, Le Meridien, Renaissance Hotels, Sheraton, Delta Hotels by Marriott, Marriott Executive Apartments, Marriott Vacation Club, Autograph Collection Hotels, Tribute Portfolio, Design Hotels, Gaylord Hotels, Cortyard, Four Points by Sheraton, SpringHill Suites, Fairfield Inn & Suites, Residence Inn, Towne Place Suites, AC Hotel by Marriott, Aloft, Element, Moxy Hotels and Protea Hotels by Marriott.

At Marriott, we understand that every meeting has a purpose.

Please visit our **Meetings Imagined** website (www.meetingsimagined.com) to experience the exciting new concept which reinvents the planning process to be more visual, social and purposeful. It features hundreds of images and expert tips that are organized by the meeting purpose.

**Marriott Rewards Program**- Our award winning loyalty program- Marriott Rewards offers exclusive privileges to its participants. As a Member of the Marriott Rewards program, you can earn points toward free hotel stays, airline miles and much more every time you stay at any one of Marriott's hotels worldwide. All Marriott Rewards enrolled guests are entitled to complimentary internet (base tier plan) across our Asia Pacific hotels (Not applicable for the Marriott Executive Apartments Brand).

We are pleased to enclose our special rate contract (as an addendum) applicable to your organization at our Marriott properties across India. You are requested to send us a signed copy of this letter as an acceptance of our enclosed proposal. In order to affect these rates please note that a signed contract is necessary. We look forward to a mutually successful partnership in future.

Ankit Pareek Marriott Hotels India On Behalf of: Deepika Singh

> The IIS University SFS, Gurukul Marg Mansarovar, Jaipur

#### **TERMS & CONDITIONS**

• Validity of the rates as highlighted in the rate letter

The special corporate rates quoted are net, non commissionable and subject to government taxes and levies as applicable. The taxes are subject to change as per government policy.
The enclosed rates are valid for individual reservations only to a maximum of 9 rooms for a single transaction.
For group bookings (10 rooms and above) we would be pleased to work out special rates.

• The rates are valid for single and double occupancy only and an extra will be charged as per the prevalent property rates.

• A credit card number is required to guarantee a reservation. In case a company has credit with the hotel, a letter of undertaking is required at the time of making the reservation.

• In case of bill to company all bills should be cleared within 15 days of receipt of the bills. Post which payment will attract a charge of 1.5% rate of interest.

• Cancellations must be made at least 24 hours prior to the check in time of the hotel (please refer to the check in time mentioned in the rate sheet)/ The cancelation policy and charges may vary asper the policy of the property. • No show

charges will be applicable as per policy of the property.

• Please note late check outs till 2 pm is subject to availability and beyond that a half day charge would be levied up to 6 pm. Beyond 6 pm would attract a full day charge.

• Early check outs will attract a one night retention charge. However any modifications to the booking made more than 24 hours prior to the check out date will not be charged.

•These rates are not applicable during the black out dates of the hotel.

• All no shows will be charged a one nights retention.

• This agreement is not subject to Last room availability.

• Either party may terminate this agreement with one month's written notice.

• Special corporate rates will not be applicable on black out dates (as per individual properties)

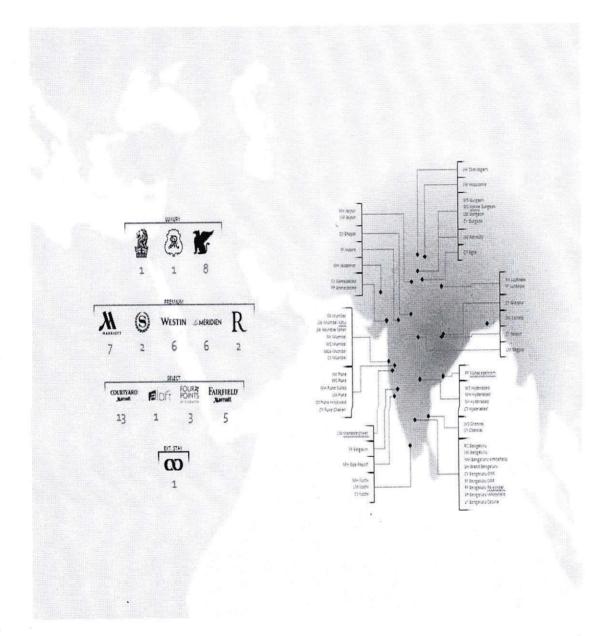
• Guests are requested to provide photo identification at the time of check in. All visitors will have to register at the front desk

• Room night production and room utilization will be reviewed quarterly and either party may choose to terminate this agreement with one month written notice.

• All Marriott Rewards members get complimentary WiFi in the room except while staying at Marriott Executive Apartments.

The IIS University SFS, Gurukul Marg Mansarovar, Jaipur

# Marriott Hotels - India



# Marriott Hotels India Rate Grid

### IIS University

General Validity: 01/10/2018 to 30/09/2019 | Check in Time : 15:00 hrs, Check out Time 12:00 hrs



### Jaipur Marriott Hotel

Ashram Marg, Near Jawahar Circle, Rajasthan, Jaipur - 302015

1st October 2018 - 31st March 2019

Room Type	Expected RNS	Special Rates (Sgl/Dbl)	GST %	Inclusions
Deluxe Room	75	6600/7100	18.00%	Buffet Breakfast, Wi-fi
	1st April 2	019 - 30th Septer	nber 2019	
Room Type	Expected RNS	Special Rates (Sgl/Dbl)	GST %	Inclusions
Deluxe Room		4800/5300	18.00%	Buffet Breakfast, Wi-fi

Deluxe Room

Black out dates: 24th Dec'18 - 1st Jan'19

The IIS University SFS, Gurukul Marg Mansarovar, Jaipur



Date: October 01, 2018

Dr. Deepika Singh Head, Department of Tourism Management IIS University ICG Campus, Gurukul Marg SFS Mansarovar, Jaipur- 302020, Rajasthan (India) E: deepika.singh@iisuniv.ac.in M: + 91- 978 330 7074 T: + 91- 141- 240 0160- 161

### Subject: Special FIT Rate Contract

### Dear Dr. Singh

We thank you for considering **The LaLiT Jaipur** for guaranteed Rate Contract. It gives us great pleasure to accord your company a preferred account status and accordingly offer special negotiated rates for the period **October 01**, **2018 to March 31**, **2019** both days inclusive.

We look forward to continuation of your patronage and assure you of our best services and a magnificent experience at **The LaLiT Jaipur** at all times.

If we can be of any assistance please feel free to contact us at +91- 8003 897 035 or email me at mbhushan@thelalit.com.

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Yours sincerely,

for Bharat Hotels Ltd. Anant Pareek Associate Head of Sales

	AA	
Signed	VX	
Dr. Deepi	ka Singh	
(Client)	The IIS Unive	ersity

SFS, Gurukul Marg Mansarovar, Jaipur Signed Mr. Anant Pareek (Hotel)



### SPECIAL RATE AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is entered at Jaipur on this the 01<sup>st</sup> day of October 2018 between:

Bharat Hotels Ltd., having its registered office at Barakhamba Lane, New Delhi – 110 001, for its Five Star Hotel The LaLiT Jaipur, at 2B & 2C, Jagatpura Road, near Jawahar Circle, Jaipur – 302017 Rajasthan, (hereinafter referred to as "Hotel" which expression shall unless repugnant to the meaning thereof be deemed to mean and include its permitted assigns) of the ONE PART and IIS University.

ICG Campus, Gurukul Marg, SFS Mansarovar, Jaipur- 302020, Rajasthan (India); (hereinafter referred to as **"Client"** which expression shall unless repugnant to the meaning thereof be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

The Client and the Hotel hereinafter individually called "the Party" and collectively called "the Parties".

The Hotel agrees to provide preferred account status the Client and offer specially negotiated rates during the tenure of this Contract on the terms and conditions mentioned hereinbelow.

	Client	Hotel
Name of the Officer	Dr. Deepika Singh	Mridul Bhushan
Designation	Head, Department of Tourism Management	Sales Manager
Client's PAN No.		AAACB1298E
GSTN		08AAACB1298E1ZV
Telephone	+ 91- 141- 240 0160- 161	0141 – 519 7777
Facsimile		+91- 141- 519 7778
Mobile No.	+ 91- 978 330 7074	+91- 8003 897 035
Email	deepika.singh@iisuniv.ac.in	mbhushan@thelalit.com

### 1. Contact Details :

2 Signed Dr. Deepika Singh (Client) The IIS University SFS, Gurukul Marc Mansarovar, Jaipur

Signed\_\_\_\_\_ Mr. Anant Pareek (Hotel)



### Rates from October 01, 2018- March 31, 2019 (The LaLiT Jaipur)

Room Category	Single Occupancy	Double Occupancy
Deluxe Room	5,750	6,750
Super Deluxe Room	6,750	7,750
Luxury Room	8,750	9,750

### Room Rate Inclusions:

- All the above mentioned rates are inclusive of buffet breakfast only at "24x7 Restaurant".
- Applicable taxes are additional to the above rates.
- 24 hours complimentary usage of Internet.
- Complimentary usage of room Swimming pool and Gymnasium.
- 02 bottles of complimentary water bottles in the room.
- Complimentary tea coffee making facility in the room.

### Rates from October 01, 2018- March 31, 2019 (The LaLiT Traveller)

Room Category	Single Occupancy	Double Occupancy
Traveler Deluxe Room	3,000	3,300
Traveler Premium Room	3,500	3,800
Traveler Suite	4,400	4,700

### Room Rate Inclusions:

- All the above mentioned rates are inclusive of buffet breakfast only at "Café Express".
- Applicable taxes are additional to the above rates.
- 24 hours complimentary usage of Internet.
- 02 bottles of complimentary water bottles in the room.

### Important Note:

- The above rates are applicable for FIT (Frequent Individual Travelers) bookings not for Group more than 10 rooms per day.
- The above rates are not applicable on city event dates, long weekends and blackout dates.

### Other Inclusions:

Please note that the Hotel would not be able to provide an extra bed in some rooms. The rates are confidential and not to be disclosed to third party without the consent of the Hotel. The above rates are exclusive of all taxes, as applicable, Taxes of the day of the stay would be applicable irrespective of the present quotation.

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Signed	Signed
Dr. Deepika Singh	Mr. Anant Pareek
(Client)	(Hotel)
The IIS University	
SFS, Gurukul Marg	
Mansarovar, Jaipur	



### 2 Minimum Guarantee -

The rate is being offered to the Client based on a minimum guaranteed Basis. (Not including conferences / events). The Hotel, along with the Client, will have a quarterly review of the materialized room nights based on which this offer may be re-evaluated.

### 3. Room Type Request-

The Hotel has limited inventory of base category of rooms which would be offered on first come first serve basis. The Hotel does not guarantee a base type of room on every request received. It would be our endeavour to confirm the category of room requested however as the inventory is limited and there could be possibility of non-availability of the category of rooms requested and in such cases the hotels reserve the right to offer you another category of room.

### 4. Applicability and Proof of Identification-

The above Corporate rates apply only to the Client Company. At the time of check-in the Hotel reserves the right to request the guest for Client Company identification or business card and the prevailing rate of the day may be applicable if valid proof is not available.

#### 5. Reservation Procedure-

For reservations, please contact me on +91 8003 897 035. Reservations may also be sent by email to mbhushan@thelalit.com, jprresv@thelalit.com.

## 6. Check-in and out time, early arrival and late check-out:

Check-in time is 14:00 hours and check-out time is 13:00 hours.

- Early arrival before 14:00 hours or a late departure beyond 13.00 hours will be . charged @ 50% of the contracted rates.
- Early arrival before 7:00 hours or late departure after 18:00 hours will be charged @ 100% of the contracted rates
- Request for early check in will be subject to availability on the date of arrival. For request of guaranteed early check-in, the room should be reserved from the night prior to guest's arrival and will be charged accordingly.

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Signed _ Dr. Deepi (Client)	ika Singh) The IIS University SFS, Gurukul Marg Mansarovar, Jaipur		Signed Mr. Anant Pareek (Hotel)	



### 7. Guarantee Policy –

Bookings are to be placed on a guarantee basis. Guarantee can be made by either of the following:

- Providing particulars of a valid credit card (details required- cardholder's name, card no, & expiry date).
- An email / fax on Client company letterhead, undertaking that the Client will bear the retention charges for the guest as per Hotel policy.
- Pre-payment of one night's accommodation charge by cash or Company cheque.

In the event guarantee is not made within 72 hrs prior to the arrival, the Hotel reserves the right to release it from its reservations without notice.

### 8. No-show & Late Cancellation Policy -

A reservation can be cancelled without any charge 24 hours prior to the date of arrival, post which one night retention will be charged automatically to the credit card or to Client's company account or to the advance pre-paid guarantee amount and the room for subsequent nights will be released for resale. Cancellations would have to be communicated in a written mode via fax on **+91-141–519 7778** [Attention: Reservation Manager] or via email to <u>mbhushan@thelalit.com</u>, jprresv@thelalit.com.

### 9. Early Departure -

Upon check-in, should the guest decide to cut short his / her stay, a one night retention charge may be levied at the discretion of the Hotel.

#### 10. Payment -

Full payment is required to be made by cash / approved credit cards before departure. If the Client is on the approved credit list of the Hotel, the Hotel would require a 'bill to company' letter signed by authorised personnel of Client's company to enable the Hotel to forward the invoice to Client's office. This communication should reach the Hotel prior to the arrival of the guest failing which the guest would be requested to settle their invoice directly on departure.

As per the Income Tax Department's requirement, any transactions where total bill exceeds Rs. 25,000/- the guest is required a PAN.

In case the person does not have a PAN number and enters into a transaction specified as above he / she is required to make a declaration in by filing the Form 60 along with a copy of any of the document mentioned on the form i.e. Passport, Ration card, Driving license, Identity card or any other document in support of the address given in the form.

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Signed Dr. Deepika Singh (Client) SFS, Gurukul Marg Mansarovar, Jaipur	 Mr. Anant Pareek (Hotel)



### 11. Credit Terms -

The Hotel does not extend credit to all its customers. Credit is extended on a written request and the Hotel reserves the right to approve the same.

Credit facilities are subject to approval by Hotel after submission of credit application forms. All payments should be settled within thirty (30) days upon receipt of the invoice. In the event of late payment, Hotel reserves the right to:

- Charge a two percent (2%) interest on late payment.
- o Revoke this credit facility.
- Withdraw the contracted rates.
- o The Hotel may also require a bank guarantee before credit is extended.

### 12. High Demand Dates-

The Hotel reserves the right not to offer contracted rates on high demand dates - Christmas, New Year and Any long weekend are the high demand dates.

### 13. Guest Conduct-

The Hotel reserves the right of admission and entry of persons entering the Hotel's facilities. In the unfortunate event that the client's guests or their guest's behavior become unacceptable and causes embarrassment or discomfort to others (guests or hotel staff) management of the hotel reserves the right to have the individual or individuals removed from the Hotel's premises.

As per the notification issued by Ministry of Health and Family Welfare, smoking in public places including hotels, restaurants, refreshments, banquet halls etc. is an offence and prohibited.

### 14. Force Majeure Condition:

The parties' performance under this letter of agreement is subject to acts of God, war, government regulations, terrorism, disaster strikes, civil order, curtailment of transportation facilities, VIP movement or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects the party's ability to perform its obligations under this agreement.

Either party may terminate this agreement for anyone or more of such force majeure reasons, upon written notice to the other party within three (3) working days of such occurrences or receipt of notice of any of the above occurrences. Saturday and Sunday will be treated as non-working days for the purpose of this letter of agreement.

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Signed Dr. Deepika Singh (Client) The IIS University SFS, Gurukul Marg Mansarovar, Jaipur	Signed Mr. Anant Pareek (Hotel)



### 15. Exclusion of Liability:

The Hotel and/or the Company owning the Hotel will not be held responsible for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, strikes, riots and acts of God or conditions beyond the control of the Hotel or the company.

### 16. Indemnity:

The client shall indemnify, defend and hold harmless the Hotel, its officers, directors, employees, agents, contractors and representatives, from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of every kind or character (including reasonable attorneys' fees and expenses) that may arise from the client/his guests' conduct in connection with the performance of this agreement or arising from all and legal proceedings initiated in connection with event.

### 17. Assignment:

Neither party may assign or attempt to assign or otherwise transfer any right or obligation arising out of this agreement without the prior written consent of the other party.

### 18. Jurisdiction:

This contract is governed under the laws of India and only the courts at **Jaipur** shall have exclusive jurisdiction.

### 19. Entire Agreement:

This Agreement super cedes all previous agreements, understandings, officers and discussions. Any modifications of the Agreement will have to be in writing and signed by both parties.

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Ms. Deepika Singh	Mridul Bhushan
Head, Department of Tourism Management	Sales Manager
Client	Hotel
-	Head, Department of Tourism Management

### AGREED AND ACCEPTED on October 01, 2018

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Signed _ Dr. Deep (Client)	ika Singh The IIS University SFS, Gurukul Marg Mansarovar, Jaipur		Signed Mr. Anant Pareek (Hotel)	





# MEMORANDUM OF UNDERSTANDING

between

# THE RELIABLE ANALYTICAL LABORATORIES PVT LTD, THANE

and

# THE IIS UNIVERSITY, JAIPUR





### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on **12 February 2018** between the Reliable Analytical Laboratories Pvt Ltd, providing world-class Laboratory Analytical Services and also as an Institution, imparting and offering practical courses, having its registered office at Kaushal Villa, Manpada, Thane (Maharashtra State) and full-fledged Laboratory at Indian Corporation, Mankoli, Bhiwandi, Thane, hereinafter referred to as "**Reliable**" represented by **Dr. Vikas Bhardwaj, Director,** which expression shall, unless be repugnant to the context, mean and include its successors and assigns of the **ONE PART**. Wherever the word "Reliable" comes in this MOU, it implies Reliable Analytical Laboratories Pvt. Ltd.

### And

The IIS University, Jaipur established in 2009, to impart higher education to girls through English medium and groom them into dynamic, charismatic and world ready women, hereinafter referred to as "Approved Institution", represented by its Registrar Dr. Raakhi Gupta, which expression shall, unless repugnant to the context, mean and include its successors and assigns of the OTHER PART.

### WHEREAS

Reliable has decided to collaborate with **The IIS University**, **Jaipur**, as an approved Institution, as co-partner to conduct various Industrial/Job oriented Para-Professional courses as per market/industry research done and subsequently design the syllabus to the point, to facilitate the candidates to enhance job opportunities for the students/trainees instantly after completion of courses.

The parties have had preliminary discussions in this matter on various dates and finally on **12 February 2018** have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under a **Memorandum of Understanding**.

### Now this Memorandum of Understanding witnesses that:

Reliable and the Approved Institution shall offer various job-oriented technical courses as agreed in the meetings; however the designing of courses, course duration and applicable fees shall be decided jointly.

Reliable and the institution both, shall do the marketing for aspiring candidates for above courses and help each other in accomplishing the task and the effective marketing /advertising media shall be earmarked by both the parties. As agreed, the media material shall be prepared in consultation with both parties.

### ADMISSION PROCEDURES:

- Application and Prospectus bearing the seal and logo of Reliable and Approved Institution shall be prepared/finalized jointly and printed at the cost by Reliable and retained with Reliable for further distribution. The Party on the second part shall be supplied copies on "as required" basis.
- 2. Filled-in applications as received from the prospective candidates will be accepted by Reliable/Approved institution along with Demand Draft towards course fees in the name of "Reliable Analytical Laboratories Pvt Ltd", payable at Thane. The list of eligible candidates shall be forwarded by Reliable to the Approved Institution for the sake of information.
- 3. The application and prospectus for admission shall be prepared through consultation of both the parties and shall be sold by Reliable at the place of laboratory or by the approved institution at its campus



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at costs, as decided by Reliable for various Courses of study. The cost of printing, transportation etc. will be borne by Reliable.

### TEACHING/TRAINING:

Teaching/training methodology will differ for different courses. For short term courses (3-6 days) like instrumentation, a one day lecture followed by hands-on training will be conducted. For long term courses (45 days, 3 months or 6 months) like project or dissertation, 2-3 days introductory sessions followed by practical work will be conducted.

### **EXAMINATION:**

- 1. For short term courses (3-6 days) like instrumentation, a 50 marks examination will be conducted. This will include a written test (30 marks) and an oral test (20 marks).
- For long term courses (45 days, 3 months or 6 months) like project or dissertation, no written exam will be conducted. Guides will be allocated to the student who will closely monitor the progress and learning of the student.
- 3. Certificates will be awarded to students who complete the course successfully.

### **RESPONSIBILITIES OF APPROVED INSTITUTION:**

 Approved institution shall be responsible for promotion of the courses among the students.

### **RESPONSIBILITIES OF RELIABLE:**

 Reliable shall be responsible for all administrative work relating to admission, collection of fee, conducting the examinations and awarding of certificates / degrees.

sarovar, Jaipur



- The syllabus shall be framed by Reliable and will be uniform for all institutions. In this regard, the suggestions offered by the institution will be taken into consideration.
- 3. Reliable shall have the right to revise the course fees as and when required in consultation with the Approved Institution.
- 4. This MOU shall be valid for a period of three years initially from this date and can be renewed for a further period of three years on mutual consent. Reliable shall review the progress of each course at its completion.
- Reliable will be responsible for all practical work involving use of analytical instruments. List of practical covering various instruments will be prepared by Reliable.
- Reliable will be responsible to arrange for trained and expert instructors to provide hands on training to students/trainees.
- 7. Any expenses incurred to run the analytical instruments, their upkeep, breakdown or repair to maintain them in good working conditions will be Reliable's responsibility and all such expenses will be borne by Reliable.
- Training on various instruments will be designed by Reliable in such a fashion so as to provide the trainees enough exposure.
- 9. Any information relating to instrument operations will be provided to trainees at the time of actual training.

## JOINT RESPONSIBILITIES:

- In respect of any change in course, syllabus, eligibility, admissions, collection of fee and fee structure, scheme of examinations, etc., the decision of both the parties would be considered.
- 2. The intake of students shall be decided by both the parties at the commencement of every course in consultation with each other.
- Any expansion or modification relating to the academic programmes shall be decided jointly by Reliable and approved institution.
- 4. Any legal implications will be confined to Thane Jurisdiction only.



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### MISCELLANEOUS:

- The collaboration is envisaged to provide admission from 13 February, 2018 this year to invite applications for admission.
- 2. In witness whereof the parties have signed this Memorandum of Understanding on **12 February 2018**.

For Reliable Analytical Laboratories

For The IIS University, Jaipur.

Pvt. Ltd. Dr. Vikas Bhardwaj Director

Witness: 1

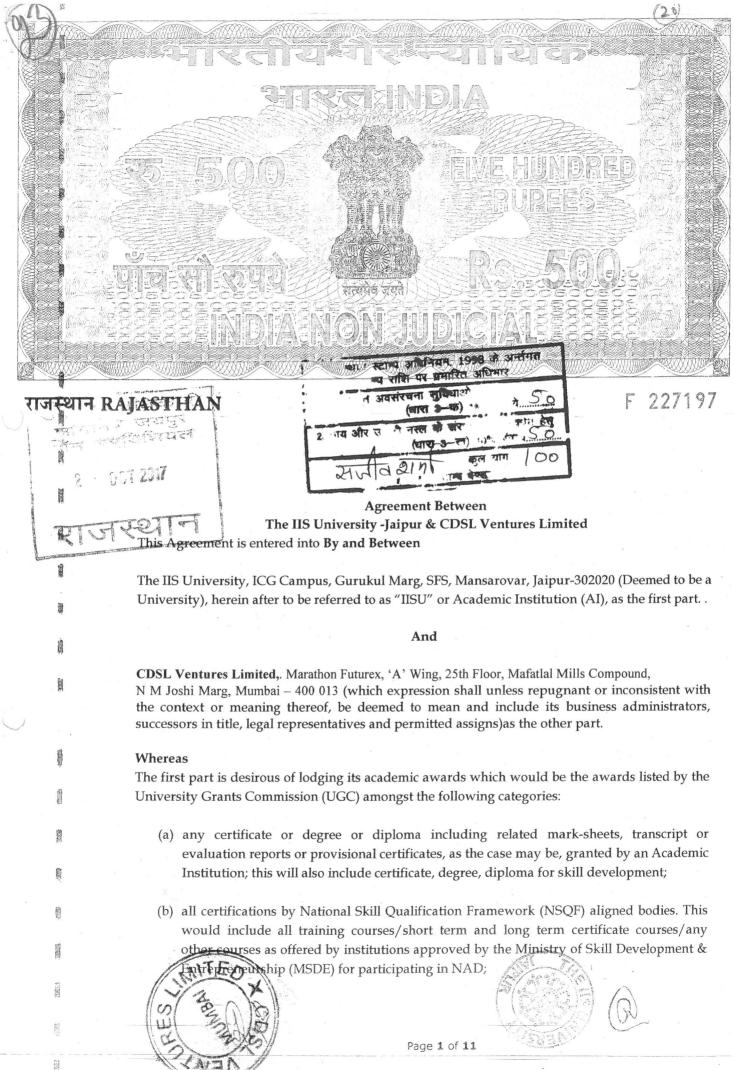
Kuldeep Mishra 2

Date: 12/3/18 Place: Thane,

ple-

Dr. Raakhi Gupta Registrar Registrar The IIS University SFS, Gurukul Marg Mansarovar, Jaipur

1 Phof. the Joshi Head, Dept of Home Science 2 Bhah Prof. Praduep Bhatragar Dean, Faculty of science The 115 University.



- (c) Mark sheets, certificates issued by the boards;
- (d) Certificates issued by eligibility test conducting bodies.

And the other part, having been authorized as one of the digital depositories in NAD for the purposes of establishment of National Academic Depository (NAD), agree to offer its services for the purpose of enabling the lodging, authentication and verification of academic awards through the NAD.

Therefore this agreement is entered into between the first part and the other part for a term which is coterminous with the appointment of the other part as Depository by UGC. Provided further that the first part shall ensure that provisions of General Financial Rules, 2017 (as amended from time to time)/State Government Financial rules(as applicable), and the Central Vigilance Commission guidelines and extant Rules, Regulations and Acts are strictly adhered to, while entering into this agreement.

Service Level Agreement (SLA) defines the terms of the other part's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same.

#### THE PARTIES AGREE AS FOLLOWS:

#### 1. Purpose

• The objective of this Agreement is for the first part to enter into an understanding with the other part to enable the first part to lodge the academic awards of its students/awardees from the current academic year and also for previous academic years in the NAD Portal.

#### 2. Obligations of the first part

- a) The first part shall provide the necessary information such as Award templates, data masters, student identity details, Aadhar, NAD ID of the student etc. etc to the other part.
- b) The first part shall review and confirm the, master data, Award Images and Award data lodged in NAD system.
- c) The first part shall issue necessary administrative and procedural instructions as are necessary to bring and mandate use of NAD services.
- d) The first part shall lodge the digitally signed XML data and Images of all the academic awards to the other part before issue of the academic awards.
- e) The first part may take necessary steps to popularize the use of the system and facilitate expansion of the system usage.
- f) The accuracy of the data of academic awards and student's identity provided by the first part to the other part, shall be the sole responsibility of the first part. The other part shall avail the data from the first part on "AS IS" basis.
- g) The first part shall ensure that the data downloaded by the authorized users of the first part is used only for authorized purposes.
- h) The first part shall ensure to revoke the access of such of its officials who are no longer required to access NAD system for uploading / downloading information or using NAD system.
- i) The first part shall identify the officials to be trained for using NAD system and arrange to set-up training programs and issue internal instructions in this regard.
- j) The first part shall appoint and notify project coordinators from its side who will meet with the other part on a regular basis and provide necessary guidance, support and review the progress made.

#### 3. Obligations of the other part

The other part shall provide system features and perform incidental services as may be necessary



#### Register first part on NAD;

Provide access to the first part to its digital depository in NAD;

Facilitate first part to efficiently lodge, in its digital depository in NAD, the details of academic awards awarded by it;

- d. Train first part in the process of lodging and retrieval of records in its digital depository in NAD;
- e. Provide efficient online verification of academic awards lodged in by the first part in its digital depository in NAD(with prior student consent);
- f. Provide authenticated copy/copies of the academic award with such security features as may be decided by UGC.
- g. Provide an authenticated copy of academic award in its digital depository in NAD when so requested by the student or an entity authorised by the student;
- h. Register students in NAD, based on Aadhaar / Unique NAD ID;
- i. Map academic awards to concerned student on the basis of Aadhaar ID or the verified NAD-ID seeded in the Award data;
- j. Maintain the authenticity, integrity and confidentiality of its digital depository in NAD database and block access to any unauthorized users;
- k. Mandatory inclusion of Student's identity details i.e. Aadhaar / NAD Registration ID in Academic Awards made available from NAD;
- Allow lodging of academic awards by first part in NAD system in XML data formats/ image format and after applying due process of internal data review, validations, authorization and submitted to NAD with Digital Signature Certificates; both data and image format would be required for uploading/lodging of academic awards in the NAD;
- m. Ensure that all data lodged by the first part remain secure in its digital depository in the NAD and no data loss happens due to destruction, unauthorized manipulation, archiving etc;
- n. Ensure that the academic awards lodged by the first part in the digital depository in NAD is, at all times, accessible online to either the first part, or the concerned awardee/ student or to a person authorized by the concerned awardee/student to access his/her award.
- o. Ensure that the academic awards lodged by the first part facilitate online interaction and exchange of information with the Central Identities Data Repository created by the Unique Identification Authority of India,;
- p. Ensure that the academic awards lodged by the first part are compliant with the Digital Locker technology of MeitY.
- q. Ensure that the academic awards lodged by the first part are transmitted to the other depository/ies in NAD in mutually agreed format between the digital depositories and also therefore to ensure inter-operability of system design and software between them. Syncing of data shall take place, between the two depositories in the NAD in order to resolve transmission errors, on multiple occasions in a day.
- r. Report and confirm back to the first part, after lodging of records, indicating, inter-alia, the NAD ID of the student and the Individual records/certificate ID created against each record.
- s. Provide/share the academic award data only upon receipt of consent from the student.
- t. Make available for verification data relating to academic award to Authorized Users with prior consent of the student.
- u. Provide Reports/Statistics or authenticated copy/ies of any specific academic award pertaining to any student/s in the digital depository when so requested in writing by any Statutory/Regulatory authority subject to approval by UGC.
- v. Not to use the data for any other purpose than as defined under this agreement.
- w. Perform such other duties as may be mutually agreed between the first part and the other part.
- x. The source course/object code together with any related materials or documentation shall remain the property of the other part. However, the same shall be shared by the other part with UGC as and when required.
- y. Consent from the student for sharing of the academic awards/data shall not be required in cases like verification sought by statutory bodies/constitutional bodies/investigating agencies during the course of any enquiry/investigation.

 $M/T_{z}$  (the student chooses to shift his account from one constituent depository of NAD to the  $\overline{z}$  (other, the other part shall ensure seamless transfer of registration details and records.

aa Where an inspection or enquiry or investigation is undertaken by the UGC, the other part or its shareholder or associate and every manager, director, managing director, Ochairperson or officer and other employee of depository shall co-operate with the Investigation team.

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#### 4. Process of verification and authentication

- a. A person requiring verification and authentication of any specific academic award in the NAD will register on the depository system after complying with a process of KYC and on the payment of applicable charges.
- b. The other part shall, on the same day (within 24 hours), the day on which such application is received, verify and authenticate the specific academic award, if lodged in the digital depository, or inform the applicant of the non-availability of such academic award with it on the same day(within 24 hours)/next working day (in case the same day is a holiday) and would refund the charges paid by the applicant, within two working days in case the academic award is not lodged with the digital depository. However, the third party verification would be subject to the consent of the student concerned and the period of same day would apply only after receiving the consent of the concerned student.

#### 5. Reports

- a. The other part shall provide tools to the first part for checking the progress of the project. This shall include the department wise, daily, weekly, monthly and overall progress.
- b. The other part shall provide prescribed MIS reports as per requirements to the first part as well as to the UGC.
- c. The format, content, periodicity and other information related to reports shall be discussed, approved in writing and finalized with the other part.
- 6. Training
  - a. The other part would provide training to the identified Staff of the first part. The training would happen in the premises notified / provided by the first part.
  - b. The training shall be conducted in batches of 25 each. The other part will train and make the staff of the first part conversant with the processes involved in the lodging of academic awards and other related processes in the digital depository.
  - c. The training shall be carried out as per mutually convenient timelines.
  - d. The training shall concentrate on -
    - Basics of the proposed solution
    - Processes involved in lodging of academic awards and other related processes.
    - Generation of reports and interpretation of the same

#### 7. Payment Terms

- a. The other part shall notify the charges/tariffs payable by all users in the form of ceilings on each of the NAD services and the same shall be prominently displayed on its website.
- b. Payment for any service(s) shall be made by the first part as per the rates as agreed between the first part and the other part.
- c. The charges agreed upon after following due process between the first part for any service(s) being availed by it and the other part shall not exceed the corresponding charge ceilings as notified by the other part and published on its website.
- d. The list of various service charges is at Annexure A. These rates cannot be modified to the disadvantage of the first part/students of the first part for the first two years or till 30<sup>th</sup> September, 2019 whichever is earlier.
- e. In case the notified tariffs and charges against the NAD services are found unreasonable at any stage, the competent authority as decided by the Government may form an investigation team to look at the reasonableness of the tariff/charges and its order on the matter shall be final and binding on the other part.

### Hardware & Software Infrastructure

81) Infrastructure

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The other part shall use its own infrastructure. This shall include, all hardware as is required for the successful operation, maintenance and implementation of the Project;

- b. The other part shall host the server infrastructure of digital depository of NAD in a data centre facility as decided by it;
- c. The other part shall deploy its own human resource / vendor for all the aforementioned activities and would deploy adequately skilled manpower resources to implement NAD within the specified time.
- d. The other part shall use its own hardware and licensed software including other software such as required for this application.
- e. The application software will be a web based application.
- f. The NAD system comprising depositories/portal/IT infrastructure/stakeholders should adhere to the Information Technology Act 2000 and all amendments thereof.
- g. The two depositories should also have Disaster Recovery (DR) sites highlighting the DR type and location.
- h. The web-based NAD application provided by the two depositories should meet the Uptime requirement of at least 99.5%.
- i. The website of NAD should be GIGW compliant.
- j. The other part should comply with all technical audit requirements as prescribed by UGC from time to time and shall publish such reports and certificates in their website. However, the first part, if it so desires to conduct an additional periodic Vulnerability Assessment Penetration Testing (VAPT) or any such other technical audit, may do so either through its own technical cell or through any other agency at its own cost.

#### 8.2. Archival and Duration of storage

The academic awards data shall be stored on the SAN (Storage Area Network). The other part shall have a well designed archival facility with an audit trail for NAD system. The UGC shall define the time limit (in years) for archiving the data (i.e. years after which the academic awards would be archived).

#### 8.3. Ownership of Hardware, Software & Data

The ownership of hardware and software resources deployed by the other part shall rest with it. The data received by the other part from the first part shall, at all times, remain the exclusive property of the first part.

#### 9. Confidentiality

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The data/academic awards are provided by the first part to the other part for hosting on the NAD portal for the purpose of being ultimately downloaded by various stakeholders. Such data/academic awards shall be considered as "Confidential Information" from the date on which it is received by the other part (as per the process of supply of data that has been mutually agreed to between the first part and the other part in writing) till the date on which it is hosted on the NAD portal and made available to public at large. The other part shall ensure complete confidentiality of such data/academic awards provided by the first part, until the time it is hosted on NAD portal and it agrees to limit disclosure of confidential information to employees, software developers on a "need to know" basis. The other part shall not make or allow any of its employees, developers or agents working on the NAD project to make any unauthorized use of the confidential information for any purpose directly or indirectly. Employees, agents and developers working on NAD project shall be under written obligations of confidence and non-use with respect to such confidential information received thereto. The other part will be responsible to ensure that no piece of confidential information will be passed on to any other third party without written permission of the first part or any Official authorised by the first part. Adequate provisions shall be made not to allow unrestricted access to such confidential information to employees who are not involved on the NAD Project.

The other part may disclose such Confidential data only to the extent the other part is required to disclose on account of order of any competent court or tribunal provided however that while disclosing such data, the other part shall keep the first part informed of the same vide a prior notice unless such notice is prohibited by applicable law.

Provided further that both the first and other part shall maintain the confidentiality of Aadhar information as specified under the the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016

- **9.1.** Exceptions. Notwithstanding the above, the other part will have no liability to the first part with regard to any Confidential Information of the first part which the other part can demonstrate:
  - a) was in the public domain at the time it was disclosed to the other part or has become in the public domain through no fault of the other part;
  - b) was known to the other part through no breach of any other confidentiality agreement at the time of disclosure, as evidenced by the other part's files in existence at the time of disclosure;
  - c) was independently developed by the other part as evidenced by the other part's files in existence at the time of disclosure;

#### 10. Service Quality

- a) The other part shall comply with the provisions as stipulated in the tripartite agreement carried out between UGC and depositories.
- b) The other part shall strictly follow the uptime application norms as devised and amended from time to time by Ministry of Electronics and Information Technology (MeitY). Further, the other part shall adhere to all applicable norms of MeitY to make NAD system efficient and user-friendly.
- c) The other part shall use the data provided to them by the first part strictly in the manner as stipulated in the tripartite agreement(between UGC and depositories)/Agreement(between first part and second part) and in no other manner. In the event of any misuse of data by the other part by way of interpolations or tampering of the data provided to them by the first part, shall be dealt with as per the penal provisions provided under the Indian Law.

#### 11. Indemnity

- 1. Both the parties shall indemnify each other as mentioned herein. The Indemnifying Party undertakes to indemnify and hold harmless the Indemnified Party from and against all losses, claims or damages to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to :
- a. the Indemnifying Party's breach or non performance of any of the Indemnifying Party's undertakings, warranties, covenants, declarations or obligations under this Agreement;
- b. The first part shall indemnify and hold harmless the other part from any claims by third parties for damages or loss caused arising from the inaccuracy or deficiency in the data of academic awards as provided by the first part to the other part and hosted on the NAD portal.

#### 12. Term & Termination

12.1. Term

- I. The agreement shall be valid initially for a period of two years from the date of signing the agreement but not later than 30<sup>th</sup> September, 2019 subject to continuity of the appointment of the other part as "Depository" by UGC. This agreement may be renewed with the approval of the Competent Authority from time to time. In the event of termination / revocation / withdrawal of the appointment of the other part as "Depository" by UGC, the agreement shall be deemed to have automatically lapsed on the date on which such termination / revocation / withdrawal comes into effect.
- II. In the event of the agreement having lapsed, the other part shall transfer all the records/data provided to them by the first part to UGC/or to the entity as directed by the UGC.

12.2. Termination IM1>

#### // Revocation of appointment of the other part:

thrst part may, if it is satisfied after making such enquiry as it deems fit, revoke the ointment of the other part on any or all of the following grounds, namely;

- *a.* where other part, in the opinion of the first part, makes willful or continuous default in any act of commission or omission as required by or under the Service Level Agreement;
- *b.* where the other part commits breach of any of the terms or conditions of the appointment as digital depository of NAD which is expressly declared by such appointment to render it liable to revocation;
- *c.* where the other part fails, within the period fixed in this behalf by its appointment, or any longer period which the first part may have granted therefore, to show, to the satisfaction of the first part, that such agency is in a position fully and efficiently to provide the services required of it and discharge its duties and obligations imposed on it by its appointment;
- *d.* where in the opinion of the first part, the financial position of the other part is such that such agency is unable fully and efficiently to provide the services required of it or discharge the duties and obligations imposed on it, by its appointment;
- 2. No appointment shall be revoked under Clause 12.2(1) unless the first part has given to the other part not less than thirty days notice; in writing, stating the grounds on which it is proposed to revoke the appointment, and has considered any cause shown by the other part within the period of that notice, against the proposed revocation.
- 3. Where the first part revokes the appointment under Clause 12.2(1), it shall serve an order of revocation upon the other part and fix a date on which the revocation shall take effect; which shall not be less than 30 days from the date of the said order; and such revocation shall be without prejudice to the action which may be taken against it in under any other law for the time being in force.
- 4. The first part may, instead of revoking a appointment under Clause 12.2(1), permit such appointment to remain in force subject to such further terms and conditions as it thinks fit to impose and as agreed by the other part in writing, and any further terms or conditions so imposed shall be binding upon and be observed by the other part for digital depository in NAD and shall be of like force and effect as if they were contained in the initial appointment at the time of signing the agreement.
- 5. In the event of the agreement being revoked by the first part, the other part shall transfer all the records/data to the other constituent depository of NAD.

#### 13. Notices

All notices or other communications required to be given hereunder shall be in writing, in the English language and delivered either personally or by e-mail, fax requesting delivery receipt or prepaid registered postage with acknowledgement due, to the following address or as otherwise requested in writing by the receiving party in accordance with terms of this clause. Notices delivered personally shall be effective upon delivery and notices delivered by e-mail and fax shall be effective upon sending and successful delivery/ receipt by the party to whom they are addressed. Notices delivered under prepaid registered postage shall be effective seven days from the date of dispatch:

The First Part	For the other part
Attention: Head of the institution of the first part	Attention: Managing Director & CEO of the other part



#### 14. Force Majeure

Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.

The other part shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the other part and not involving other part and not involving the other part's fault or negligence and

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#### Page 7 of 11

not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on the performance of NAD.

- 4. If a Force Majeure situation arises, the other part shall promptly notify the first part in writing of such conditions and the cause thereof. Unless otherwise directed by the first part, the other part shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
  - Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
    - a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
    - b. Explosion or chemical contamination (other than resulting from an act of war);
    - c. Epidemic such as plague;
    - d. Any event or circumstance of a nature analogous to any of the foregoing.
    - Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
    - a. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
    - **b.** Strikes, work to rules, go-slows which are either widespread, nation-wide, or statewide and are of political nature;
    - c. Any event or circumstance of a nature analogous to any of the foregoing.

#### **15. Resolution of Disputes**

- 1. The first part and the other part shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this agreement.
- 2. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitration shall be governed by UGC. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi.
- 3. Wherever dispute is raised by the first part during the course of implementation of the agreement/contract, prior legal advice should be sought by the first part before initiating any such action and the statement of claim for arbitration should also be got vetted by the first part by obtaining legal and financial advice.

### e. Severability

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Simuld any part of this Agreement be declared illegal or unenforceable, the Parties hereto offico-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement.

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#### 17. Entire Agreement

Subject to any terms implied by law, this Agreement along with its Annexure constitutes the entire Agreement between the first part and the other part and supersedes any previous Agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement or otherwise agreed to by mutual consent of both the parties given in writing.

#### 18. Effective Date of Agreement

This Agreement shall be with effect from the date of signing this agreement and will be valid subject to continuity of the appointment of the other part as "Depository" by UGC. In the event of termination / revocation / withdrawal of the appointment of the other part as "Depository" by UGC, the agreement shall be deemed to have automatically lapsed on the date on which such termination / revocation / withdrawal comes into effect.

In WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year herein above written

SIGNED by Authorised representative of the first part By Prof. Raakhi Gupta Signature

Designation : Registrar Address:

The IIS University, ICG Campus, Gurukul Marg, SFS, Mansarovar, Jaipur-302020, Rajasthan

Witness

Name: Prof. Nisha Yadav Address: Controller of Examinations The IIS University, ICG Campus, Gurukul Marg, SFS, Mansarovar, Jaipur-302020, Rajasthan

Place: Jaipur Date: 16. 11. 2017 other part By Mr. Yashwant Gupta Signature Designation: Regional Manager 750

SIGNED by Authorised rep

Address Central Depository Services (India) Limited, Ground floor, Stock Exchange Building, J.L.N

Marg, Malviya Nagar, Jaipur Witness

Name: Dr. Ritu Jain Associate Professor Address

The IIS University, ICG Campus, Gurukul Marg, SFS, Mansarovar, Jaipur-302020, Rajasthan

Place: Jaipur Date:

### Annexure A\*\*

### Various Heads of Charges

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Sr. No.	Charge head	Service Description	Charge Ceiling
	· .	Charges payable by first part	
1.1	Registration	Depository would receive the Registration form	Waived upto
		Agreement and User Creation Forms as per details	
		and data format approved by MHRD / UGC in physica	
		/ online manner. Depository would perform basic	
		validations / checks with UGC database and other	
8		documentary checks, including on the status of	
		recognition. Depository would register the AI on	
	а. "	Depository System, Allocate a Unique Al Code, create	
		access for Authorised Users of the AI and inform the	
		Al of the same. Depository would also share the Al	
		details with other Depositories of NAD.	
1.2	Annual	Depository would maintain the details of AI, Courses	Waived upto
	Maintenance Fee	operated by it, affiliated colleges, awards data lodged	September 30, 201
		and details of mapping with the concerned students.	
		It will facilitate the AI to perform and operate such	
		services as described in agreement between the AI	
		and the Depository and provide free access to awards	
		lodged by the AI and reports on such awards and their	
1.3	Initial Training	usage. Depository will provide digital training* collaterals,	Mained met-
		support and conduct one training program to	Waived upto
		facilitate the officials of the AI to understand and	September 30, 2019
	·	operate Depository system.	*In case of Training
			Trainer's Boarding,
			Lodging & Travel (at
	8 1		actuals) will be
			arranged by the Al.
1.4	Upload of awards	Depository will provide access to the AI to lodge the	Waived upto
	data in specified	authenticated, verified and authorised data of	September 30, 2019
	format	academic awards in Depository system under a	
		system of digital signatures and make-checker	
		verification. The AI need to prepare the data in data	
		format as prescribed by Depository and so as to be	
		compatible with Depository System and Digital Locker	8
-		System and need to contain verified details of the	
		Aadhaar or NAD ID of each student. Depository	
		system will validate the data as per its internal	
		validations, format validations and master data validations. Depository system will generate academic	
		awards, create unique NAD Certificate ID, provide	
		response file to Al, map the awards with students	
	<u> </u>	registered in NAD. Depository will share the awards	
		data with other depositories of NAD. It will enable the	
		students and verifiers to access award details and	
		copy/download the same. NAD award data will be the	
		final data of award details and will be kept updated by	
11		Al.	
15	Mapping of award	Depository system will have Aadhaar / NAD ID of the	NIL.
*	to the student's	Students based on the registered NAD account of the	
1	registered NAD	student. AI will provide student identity details for	
	Account based on	each award being lodged including Aadhaar /existing	
	Aadhaar / NAD ID -	NAD ID as part of awards data. Depository will match	
	as provided by AI /	the student identity in NAD account details with	
1	Govt. Deptt /	Award details and map the awards to the students.	
	Statutory Bodies	This will enable the rightful students to gain access to	A CONTRACT
		their awards. AI can also update the Student Identity	AS SA
	Standard MIS	details.	NIEL STATES
		MHRD / UGC/AI will identify the important reports	NIL.
		that may be needed by AI to operate and use the	1000 100 15 Jac / 1011

		Depository as Standardised reports. AI can draw these reports from the Depository and use the same.	
1.7	Verification of Awards issued by other Academic Institutions / Govt. Departments / Statutory Bodies	If the AI needs to verify the academic awards lodged by any other participating AI in the system for a purpose which is consistent wth NAD Objectives, it can apply through the Depository system to verify such awards. Depository will generate a unique transaction ID and present the verification request to the concerned student. Student can view the request, reasons for requesting verification and also the details of the Verification entity. If student approves the verification request, the award details would be made available to the verifying entity for its use. This may be available for access for the period as may be limited by the student or Depository policy.	As agreed upon between two parties based on GFR/SFR/ CVC Guidelines as applicable. 10% of AI Charges subject to minimum of Rs. 25/-
	12	Charges payable by Students / Award Holders	
2.1	Registration	Depository system will provide facility to the Students / Award Holders to register on Depository system and create an online account to access and store their digital academic awards. This facility would use such registration and KYC processes as may be considered appropriate from time to time. Presently the registration is enabled on two methods 1) Aadhaar based online KYC or 2) Declaration of the details by the student and Verification by the Academic Institution.	vil.
2.2	Viewing of Academic Awards	Depository would enable the student with whom a particular NAD Certificate ID is mapped to view the academic award online.	Currently waived for all Students.
2.3	Annual Usage Fee	Depository would maintain the details of student profile, awards data lodged and mapped, transactions effected and audit trail. Depository will provide important communications and alerts to concerned students. It will facilitate the Student to perform and operate all services as NAD framework and reports.	
2.4	Downloading of Academic Awards	Depository would enable the student with whom a particular NAD Certificate ID is mapped to download the academic award online.	

### Note:

- 1. Payment Gateway Charges, Charges levied by UIDAI, Taxes, Printing & Despatch Costs would be charged extra.
- 2. Verification request can be initiated by the Verifying Entity or by the Student / Award Holder to whom the NAD Certificate is mapped. Both the Users are able to decide whether Verifying Entity should pay the verification fee or the concerned Student / Award Holder.
- 3. Student consent is mandatory for all Verifications.
- 4. The Verification Charges will be over & above the AI Charges.
- 5. Any service not listed here would be provided based on need and mutual scope and commercial agreement between the Depository.
- 6. The Commercials may be revised from time to time subject to mutual consent.
- 7. Condition of Charges is subject to MHRD/UGC guidelines.









# MEMORANDUM OF UNDERSTANDING

Between

### THE IIS UNIVERSITY, JAIPUR, INDIA

### And

### GLOPAL MANAGEMENT AND SERVICES PRIVATE LIMITED, WEST BENGAL

This Memorandum of Understanding hereinafter is referred to as "MoU" is made and executed on this 14<sup>th</sup> day of October, 2017

### By and Between

GLOPAL MANAGEMENT AND SERVICES PRIVATE LIMITED (GMANDS), Brajanathchak, Haldia, Purba Medinipur, West Bengal – 721605, India and represented herein by Shubhro Michael Gomes, Consultant as representative of Sutapa Monica Gomes, Managing Director and the expression shall mean and include its representatives and successors (hereinafter referred to as "First Party")

### And

THE IIS UNIVERSITY (IISU), SFS, Gurukul Marg, Mansarovar, Jaipur - 302020, India, represented herein by Dr. Ashok Gupta, Vice Chancellor and the expression shall mean and include its representative and successors (hereinafter referred to as "Second Party")

- 1. The purpose of this MoU is to develop professional co-operation to promote mutual understanding between the two parties and to help and promote each other in business, consultancy, research and development across the country and abroad.
- 2. The two parties agreed to undertake collaborative activities in the following areas:
- a) Training & Skill Development
- b) Product, Service and Market Consultancy, Research and Development, Business Support
- c) Entrepreneurship and Intrapreneurship Development Programme
- d) Expert Exchange Programme
- e) Facilitate and Promote each other, their Services, Products, Brands, Markets
- f) Jointly engage in development of Products, Services, Brands and Markets
- g) Represent on behalf of other in various meetings, workshops, conferences

### Intellectual Property

Procedures for the handling of Intellectual Property Rights that may arise during the course of this collaboration shall be outlined in a separate document.

### Principles

Implementation of this MoU will be in accordance with the Policies on GMANDS and relevant policies at the IISU. All participants under this MoU will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or physical challenges and each will accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and

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standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the MoU, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these Principles will be considered grounds for terminating this MoU.

### **Terms & Conditions**

1. Length of Agreement: This Memorandum of Understanding will be valid for 2 years from the date of execution and will be reviewed after one year upon mutual consent.

2. Amendments: Any amendment to the Memorandum of Understanding will require written approval of each of the party.

3. **Termination:** Either party reserves the right to terminate this Memorandum of Understanding upon 30-days' written notice. However, any ongoing activity/programme shall be allowed to be completed.

4. **Terms of each activity/programme:** The Terms of each activity/programme including the Business model, sharing of resources and other necessary support will be discussed and negotiated separately on case-to-case basis.

5. Language: This agreement is created in duplicates in English, each of those duplicates being deemed as original.

6. Signature: Two signed originals of this Memorandum of Understanding will be produced, one to reside with each party.

7. Service audit: The Service audit and programme review functions shall be performed jointly when appropriate.

8. Others: Both parties will maintain all databases in the mutually prescribed formats and also any advertisement and publicity in Print and Electronic Media need prior approval and mutual consent.

Agreed

Dr. Ashok Gupta Vice Chancellor The IIS University Jaipur, India

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Prof. Shubhro Michael Gomes Representative of MD GMANDS West Bengal, India

Date: 14th October 2017, Jaipur





## MEMORANDUM OF UNDERSTANDING

Between

### **TECHNO INDIA UNIVERSITY, WEST BENGAL**

### and

## THE IIS UNIVERSITY, JAIPUR

The Techno India University, West Bengal, India (TIU) and The IIS University, Jaipur, India (IISU), agree to cooperate on academic, professional, vocational, research, consultancy, co-curricular and extra-curricular programs and activities based on the principles of equality and reciprocity, fairness and voluntariness, as well as honesty and faithfulness and abide by the applicable laws and regulations.

The Memorandum of Understanding (MoU) aims at reaching a mutual understanding and promoting scholar and student, faculty and staff exchange and development, academic information, facilities and infrastructure sharing, development of sports, culture and values and that TIU and IISU decide to establish formal communicative and cooperative relation and agree on the following items:

- 1. The institutions agree to promote the following collaboration and sharing programs based on their respective academic, professional and vocational needs:
  - a. Student exchange, interaction and involvement including cooperation and competition;
  - b. Faculty exchange, visit, sharing and collaboration;
  - c. Staff exchange and sharing;
  - d. Joint and collaborative Research, Training, Workshop, Seminar, Conference and Forum;
  - e. Development and maintenance of Centers of Excellence in various academic, professional and co-curricular and extra-curricular areas;
  - f. International cooperation and exchange with other institutions;
  - g. Any other area(s) as deemed necessary;



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- 2. The implementation of a program or course or activity shall be negotiated and determined mutually by the two institutions;
- 3. Any issue and/or program outside the MoU can be brought into the coverage of the original MoU by signing a supplementary to MoU;
- 4. The autonomy of each institution shall not be diminished, nor constraints be imposed on to carry out the MoU;
- 5. The MoU shall be in force for five years from the date of signing and is subject to revision, extension, addition by mutual consent and agreement.
- 6. The MoU can be terminated by either of the institutions by provision of written notice of termination no less than six months prior to the desired date of termination;
- 7. The focal persons and liaison mutually agreed upon are the undersigned, till any other person(s) is/are appointed for the purpose.

Agreed

Dr. Ashok Gupta Vice Chancellor The IIS University Jaipur, India

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Prof. Shubhro Michael Gomes Prof. and Dean (Intern. Prog.) Techno India University West Bengal, India

Date: 14<sup>th</sup> October 2017, Jaipur

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# Memorandum of Understanding

Between

## **IIS UNIVERSITY**

And

# INSTITUTE OF MANAGEMENT ACCOUNTANTS

And

# WILEY INDIA PRIVATE LIMITED

And

# MILES PUBLICATIONS PRIVATE LIMITED

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THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made this 10th day of April, 2017 ("Effective Date").

By and Between:

**IIS UNIVERSITY**, situated on ICG Campus, Gurukul Marg, SFS, Mansarovar, Jaipur, Rajasthan 302020, India (hereinafter referred to as "IIS ")

### AND

**INSTITUTE OF MANAGEMENT ACCOUNTANTS, INC.**, a corporation duly organized and existing under the Laws of the State of New Jersey, with its place of business at 10 Paragon Drive, Montvale, New Jersey, 07645-4427 (hereinafter referred to as "**IMA**")

#### AND

WILEY INDIA PRIVATE LIMITED, a company duly registered and incorporated under the Companies Act 1956, bearing Corporate Identification Number (CIN) U74899DL1999PTC099286 and having its registered office at 4435/7, Ansari Road, Daryaganj, New Delhi - 110002 (hereinafter referred to as "Wiley")

#### AND

**MILES PUBLICATIONS PRIVATE LIMITED**, a company duly registered and incorporated under the Companies Act 1956, bearing Corporate Identification Number (CIN) U22222AP2013PTC085437 and having its registered office at 38-8/2, Chenna Reddy Nagar, Gandhinagar, Hyderabad - 500037 (here-inafter referred to as "**Miles**").

IIS, IMA, Wiley and Miles shall hereinafter referred to collectively as Parties and individually as a Party.

#### WHEREAS:-

- A. IMA is the worldwide association of accountants and financial professionals working in business committed to helping more than 80,000 members to expand their professional skills, better manage their organization, and enhance their career. For more than 90 years, IMA has been a champion of-and resource for-the financial management and accounting profession. The organization was founded in Buffalo, N.Y., in 1919 as the National Association of Cost Accountants (NACA) to promote knowledge and professionalism among cost accountants and foster a wider understanding of the role of cost accounting in management. The name was later changed to the National Association of Accountants (NAA). In 1991, the organization name was again changed to the Institute of Management Accountants (IMA), signifying the broader role as the association for accountants and financial professionals working inside organizations.
- B. IIS is looking to offer professional programs to its students which complement their academic studies at the University. These include IMA's (Institute of Management Accountants) Certification of Management Accountants (CMA) global certification program.
- C. IMA's CMA certification program is an advanced-level assessment for accounting and financial professionals in business. The two-part exam covers financial reporting, planning, performance and control; and financial decision-making.

- D. The Parties share the common interest of providing holistic learning and education opportunities for individuals to pursue globally relevant professional qualifications to enhance their future career prospects.
- E. The Parties recognize that establishing a cooperative relationship would benefit the Parties and students pursuing qualifications and programmes offered by IIS and IMA.
- F. This MoU will be supported and executed with the help of Wiley and Miles:
  - i) Wiley will support in terms of the content in the form of print Wiley CMAexcel Learning System which is IMA's official test preparation study materials for the CMA examinations.
  - ii) Miles will support IIS in training delivery for the CMA examinations.
- G. This MoU sets out below the general framework and intentions of the Parties for collaboration for facilitation of further definitive agreement(s)
- H. In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitutions, regulations and/or policies.

### NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS OF IIS , IMA, WILEY AND MILES UNDER THIS MOU, THE PARTIES AGREE TO DISCUSS ENTERING INTO A BINDING AGREEMENT THAT ADDRESSES THE FOLLOWING:

### 1. PURPOSE OF THIS MOU

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- 1. The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations or obligations, but rather open discussions in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements.
- 2. IIS, IMA, Wiley and Miles will endeavor to assist and support each other in the functioning of this MoU to mutually benefit the Parties, such as:
  - a) promoting the IMA, the CMA certification program, Wiley's suite of CMA test preparation materials and CMA training services of Miles and at the campus(es) of IIS and to their students (current and prospective);
  - b) collaborating with each other to develop specific programs that create opportunities for students to achieve the CMA certification. Such collaborations shall be agreed by the Parties and form part of further agreements;
  - c) disseminating information in collaboration with each other, to students, about the accounting and finance profession and the opportunities available to accounting and finance professionals;
  - d) developing joint seminars, conferences, common research projects and publications on IMA, the CMA certification and the accounting profession whilst other forms of cooperation may be arranged by the parties during the term of this MoU;

- e) providing teaching, training and preparing students taking CMA examinations using Wiley materials; and
- f) undertaking any other activities that shall be mutually identified and agreed by both Parties at a later stage.
- 3. This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

### 2. **RESPONSIBILITIES OF THE PARTIES**

### 1. RESPONSIBILITIES OF IMA:

IMA shall provide support to IIS to enable students to achieve the CMA certification. IMA would afford IIS the status of APPROVED UNIVERSITY PARTNER, through the provision of an official certificate. IMA would encourage and support activities by IIS to further the management accounting professional in general and CMA certification in particular.

IMA agrees to provide Student membership to the students of IIS at \$50 for two years. Further, the students of IIS who enroll for 2 years membership will also be eligible for a 50% discount on the Student CMA certification entrance fees and exam fees. The above mentioned 50% discount on the Student CMA certification fee and exam fee are subject to revision on a yearly basis.

#### 2. RESPONSIBILITIES OF WILEY:

Wiley would support the MoU with the official CMA test preparation content, Wiley CMAexcel Learning System, for CMA exam preparation of IIS students. This shall be provided to IIS through Miles.

### 3. RESPONSIBILITIES OF MILES:

Miles shall be responsible for providing marketing collateral, Wiley study materials and training to IIS faculty as well as students towards the CMA certification. Miles shall execute and monitor the training performed for students pursuing the CMA certifications.

Miles shall assist IIS in providing placement assistance to the students of IIS who have cleared both the parts of the CMA examinations.

Miles and IIS may undertake a separate agreement which would detail the training delivery, fee structure and payment schedule.

4. **RESPONSIBILITIES OF IIS** :

IIS shall be responsible for providing platform and access to its campus for IMA, Wiley and Miles to promote the IMA, the CMA certification program, the training services of Miles and Wiley's suite of test preparation materials. IIS shall make reasonable efforts to ensure that all students pursuing the CMA certification program do so through the official CMA test preparation materials published by Wiley and training services provided by Miles.

### 3. COSTS

The Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

### 4. CONFIDENTIALITY

For the purposes of this MoU, the term "Confidential Information" shall mean all information concerning either party or any of its businesses, assets, products, services, employees, or customers (including students), or of any third party that is in the possession of the receiving party, that is designated as confidential or proprietary or that is customarily or legally required to be protected from public disclosure, regardless of whether such information is provided orally, in writing or other tangible form, via email or in electronic form, or is obtained through visual observation. The parties acknowledge that all Confidential Information that it receives from the other party is confidential and proprietary. The receiving party shall use Confidential Information only to the extent necessary to perform the services set forth herein and for no other purpose whatsoever. The receiving party shall not disclose or permit access to Confidential Information to any third party without the written consent of the disclosing party, and subject to confidentiality obligations no less stringent than those set forth herein. All Confidential Information shall be returned or destroyed promptly upon termination of the Agreement or upon request. The obligations set forth in this Paragraph shall not apply to any information that (i) was previously known to the receiving party free of any obligation of confidentiality; (ii) is or becomes publicly available other than by means of unauthorized disclosure by the receiving party; (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to statute, regulation, or order of a court; provided, however, that the receiving party provides timely notice to the disclosing party so that the disclosing party may take appropriate protective measures.

### 5. TERM AND TERMINATION OF THE MOU

- 1. This MoU shall be effective from the Effective Date hereof and shall remain valid and in effect for a period of 3 (three) years ("Term"). Upon expiry of the Term this MoU may be renewed by the Parties on similar terms as contained in this MoU if the parties agree in writing.
- 2. This MoU may be terminated at any time, without any reason or cause, irrespective of the above Clause, by either Party by giving a written notice of not less than 90 (ninety) days to the other Parties.
- 3. No termination of the MOU shall affect continuity of already signed agreement/s of cooperation specified under Sections 1.1 and 1.2 until its normal conclusion so that no student shall be put to any disadvantage due to such termination.

### 6. NOTICE

Any notice, communication or statement required to be given under this MoU shall be in writing and shall be sent by hand delivery, registered post with postage fully prepaid and with acknowl-

edgment due, receipted courier, fax or by electronic mail to the applicable Party at the contact details indicated below or to such other address as a Party shall designate by similarly giving notice to the other Party.

### Notice to be given to IIS University:

Address:	ICG Campus, Gurukul Marg, SFS, Mansarovar, Jaipur, Rajasthan
	302020
Phone:	+ 0141 240 0160
Email:	<u>registrar@iisuniv.ac.in</u>

### Notice to be given to Institute of Management Accountants:

Address:	10 Paragon Dr, Montvale, NJ, USA, 07645
Phone:	+1 416 616 3997
Email:	jgurowka@imanet.org

### Notice to be given to Wiley India Private Limited:

Address:	4435/7, Ansari Road, Daryaganj, Delhi 110002, India
Phone:	+91-11-43630000
Email:	csupport2@wiley.com

### Notice to be given to Miles Publications Private Limited:

Address:	38-8/2, Chenna Reddy Nagar, Gandhinagar, Hyderabad 500037,
	India
Phone:	+91-40-65511105
Email:	varun.jain@mileseducation.com

### 7. ENTIRE MOU AND ALTERATION

No modification, amendment, supplement or waiver of any provision of this MoU shall be effective unless made by a written instrument duly executed by all Parties to this MoU. Both Parties agree to consider e-mail as a written instrument for the purposes of this Clause.

### 8. MARKS

The Parties acknowledge that IMA owns the marks CERTIFIED MANAGEMENT ACCOUNTANT and CMA. The Parties acknowledge that Wiley owns the marks to Wiley and Miles owns the marks to Miles. Parties acknowledge that IIS owns its own marks and the nomenclature/s for the Degrees it awards. No Party shall use, nor permit any person or entity to use the Marks (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.

### 9. LIMITATION OF LIABILITY

In no event will any Party be liable to the other for any indirect, incidental, exemplary, special or consequential damages whatsoever (including damages for loss of profits, income or saving, or interruption of business) even if advised of the possibility of such damage.



### 10. PARTNERSHIP AND NON-BINDING

- 1. The Parties are independent contractors and nothing in this MoU will create any partnership, joint venture, and franchise or employment relationship between the Parties.
- 2. Notwithstanding the statements and responsibilities herein, this MoU shall not create a legal relationship between the Parties and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of IMA, IIS, Wiley and Miles
- 3. IIS may enter into a parallel, mutually independent contractual agreement with Miles for the delivery of training associated with the terms of this MoU

### 11. MISCELLANEOUS

This MoU and any Agreement shall be construed and interpreted conflicts of laws provisions in accordance with generally accepted legal meanings and connotations of the State of New York applicable to contracts wholly entered into and performed in the State of New York without regard to the application of conflicts of laws provisions.

<<SIGNATURE PAGE FOLLOWS >>

IN WITNESS WHEREOF, THE PARTIES HERUNTO HAVE EXECUTED THIS MEMORANDUM OF UN-DERSTANDING ON THE EFFECTIVE DATE FIRST ABOVE WRITTEN AT PUNJAB, IN THE PRES-ENCE OF THE FOLLOWING WITNESSES:

## WE AGREE TO ALL THE ABOVE TERMS AND CONDITIONS.

Signed and delivered by the authorized representatives for and on behalf of:

**IIS University** 

Institute of Management Accountants

Name: Prof. Dr. Radkh Gupta Designation: Rector & Registrar

Witness

Name: Dr. Subash Garg Designation: Director

Name: Ms. Hanady Khalife, Designation: Director of Operations, Middle East and Africa

2017

Name: Mr. Řishi Malhotra Designation: Academic & Community Relations Manager, IMEA

Miles Publications Private Limited

Wiley India Private Limited

Name: Mr. Vikas Gunta Designation: Managing Director

Witness:

Mr. Gaurav Tewari Head - Business Development Wiley India Private Limited

Name: Mr. Varun Jain, CPA, CMA Designation: Managing Director

F & Mr. Fenil Vadakken Associate Vice President Miles Publications Private Limited





# MEMORANDUM OF UNDERSTANDING BETWEEN DIVISION OF BUSINESS ADMINISTRATION OF CHONBUK NATIONAL UNIVERSITY, Republic of KOREA AND FACULTY OF COMMERCE & MANAGEMENT OF THE IIS UNIVERSITY, INDIA

Division of Business Administration of Chonbuk National University and Faculty of Commerce & Management of The IIS University hereby conclude this Memorandum of Understanding to promote educational & academic exchange and cooperation between the two universities.

- Upon the principles of equality and reciprocity, the two universities make an effort to promote and develop cooperation in the following areas:
  - Exchange of faculty, staff, and researchers
  - Exchange of students
  - Exchange of academic materials, publications, and information
  - Conducting joint research projects
  - Organizing academic meetings
- The terms of mutual assistance, financial responsibilities, and related activities of particular programs implemented after signing of this Memorandum will be mutually discussed and agreed upon in writing by both parties prior to the initiation.

Seung-Woon Kim, Ph.D. Dean Division of Business Administration Chonbuk National University Date:

Raakhi Gupta, Ph.D. Registrar The IIS University

Date: 29 Aug 2016



#### MEMORANDUM OF UNDERSTANDING Between THE IIS UNIVERSITY And NATIONAL PINGTUNG UNIVERSITY



- 1. The purpose of this Memorandum of Understanding is to promote the educational and academic cooperation between The IIS University, Jaipur, India (hereinafter referred to as IISU) and National Pingtung University, Taiwan (hereinafter referred to as NPTU). IISU and NPTU agree to do their best to achieve the following objectives:
  - (1) Promoting institutional exchange by inviting faculty and staff to participate in joint research project;
  - (2) Promoting the exchange of the essays, publications, theses, and information related to the research;
  - (3) Promotingjoint degree program;
  - (4) Promoting student exchange program.
- 2. In accordance with the principle of mutual and equal benefit, international travel costs will be borne by the visiting scholars (students), unless provided by specific arrangements.
- 3. Based on this MOU, IISU and NPTU agree to assist each other in drawing up and carrying out the concrete contents of the research project if they develop various education plans in different areas. Details of these plans will be set up in a separate addendum to this memorandum.
- 4. The MOU will be valid for five years effective uponsigned by the official representatives of thetwo institutions. If either party wants to terminate this agreement, written notice needs to be given to the other party six months before the termination of the agreement. However, the ongoing projects should be continued to the end and not be affected by the termination of the agreement.

### In witness whereof, the parties hereto have offered their signatures:

The IIS University

Date: ...

17 Dec 2015

Vice Chancellor Prof. Dr. Ashok Gupta

National Pingtung University

President Prof. Dr. Mike Y. K.Guu

Date: 2015. 12 17