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MOU to be submitted at Other

Memorandum of Understanding

Between

Bharati College, University of Delhi, New Delhi, India

And

Livonics Institute of Integrated Learning and Research (LIILR), a unit of Livonics Infotech Pvt Ltd, New Delhi, India

Red



ONG. I. ...
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-110058

this Memorandum of Understanding (MOU) is made and entered into on the _____ day of _____ 2021 between the parties as follows.

The Parties

Bharati College, located in C-4, Janakpuri, New Delhi 110058, through its Officiating Principal Dr Rekha Sapra (hereinafter referred to as the "**Bharati College**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the First Part,

And

Livonics Institute of Integrated Learning and Research, a unit of Livonics Infotech Pvt Ltd. having its office at 313, 3rd Floor, F Block Shopping Plaza, South City 2, Gurgaon - 122018, Haryana through its Director, Mr. Amit Aggarwal (hereinafter referred to as "**LIILR**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the Second Part.

Whereas LIILR founded by Dr Anurag Mishra, M. D., who is a psychiatrist and psychoanalytical psychotherapist, and heads the Psychoanalytical Unit, Department of Mental Health and Behavioural Sciences, Fortis Healthcare, is a Delhi-based organisation;

And whereas LIILR has now launched an initiative to start a short-term course as **Design Thinking**, and proposes to start this course in partnership with Bharati College, which will be a pioneering project in any Delhi University college, and at the same time will fit into its long-term vision;

Whereas Bharati College, a constituent college of the University of Delhi, has had a Counselling Centre in place for many years, providing individual counselling to students as well as staff of the College;

And whereas Bharati College is desirous of sensitizing people, especially students, regarding mental abilities, while promoting the development of employable skills;

Therefore, Bharati College and LIILR agreed upon the premises and covenants mentioned hereinafter, each individually a Party and collectively referred to as Parties, agree to work together in joint venture.

1. **Object:** To facilitate prospective learners/students interested in pursuing a Certificate Course on **Design Thinking ("Certificate Course")**
2. **Certification:** On successful completion of the course by Students, Bharati College and LIILR shall issue joint certificates countersigned by the authorized persons of Bharati College and LIILR.

Rekha
Principal
Bharati College
Janakpuri, New Delhi



3. **Administration:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fees applicable. Dr. Sonali Jain, Convenor, Counselling Centre, Bharati College, shall be Course Coordinator and shall handle all academic matters. In addition, the Bharati College may depute any member(s) of its staff to keep track of enrolment, delivery and fee collection.

4. **Certificate Course Title, Fee, Syllabus, Eligibility, and other details:** The certificate course to be run under this MoU is detailed in Annexure 1; the fee structure is given in Annexure 2. It is hereby agreed by both the Parties that the Certificate Course will only be conducted if twenty-five (25) or more students register for the Certificate Course. If this threshold is not reached, LIILR at its sole discretion can either decide to cancel the Certificate Course or to still conduct the Certificate Course. In case the Certificate Course is being cancelled due to the aforementioned reason, Bharati College shall be responsible for refunding the course fee to the respective students.

5. **Fee Sharing, Reimbursements and Calculations:** Bharati College shall collect and share the course fee receipts for the certificate course with LIILR in the following ratio:

Bharati College (20%): LIILR (80%)

The College shall, pay to LIILR its share in the following manner:

- 35% of the total amount payable on the commencement of classes for the Certificate Course.
- 40% of the total amount payable at the completion of 50% of classes for the Certificate Course, and
- 25% of the total amount payable within 15 days from the date of successful completion of the entire Certificate Course.

Taxes as per the existing Income Tax Act of India shall be levied. Bharati College shall make the payments to LIILR within fifteen (15) calendar days from the date of occurrence of the specific event as specified above in sub-clauses (a) to (c). Delays beyond the specified time period will attract an interest of twelve percent 12% per month to be calculated from the date of default by Bharati College.

6. **Mode of Payment:** Payments to LIILR shall either be made through Account Payee cheques payable to **M/s Livonics Infotech Private Limited** or through electronic funds transfer [NEFT] to the following account.

Account Name: **Livonics Infotech Private Limited**

Account Number: **50200012188401**

Name and Address of Branch: **HDFC Bank, DLF Phase - 1, Gurgaon**

IFSC Code: **HDFC0000044**



7. **Printing and Stationery:** Bharati College shall make available the admission forms to the students and retain the sale proceeds, if any. Any other printed material, if required, may be printed by LIILR at its own cost.
8. **LIILR obligations:** As part of its deliverables for the proposed association with Bharati College, LIILR agrees to:
- A. Design and develop the structure and syllabus of the Certificate Course
 - B. Ensure quality delivery through in-house faculty or guest faculty engaged as required, in conjunction with Bharati College
 - C. Make payment to guest faculty
 - D. Release advertisements, news and press releases (in print, electronic and web media) for the promotion of the Certificate Course at its own discretion and costs, after getting the said advertisements etc. reviewed and approved by Bharati College, where such approval will not be withheld unreasonably by Bharati College.
 - E. Maintain student records and assure confidentiality of the same
 - F. Provide appropriate study materials to the students
 - G. Conduct sessions so as to provide students practice in and exposure to live projects
 - H. Assess the progress of students enrolled in the course on a continuous basis
 - I. Provide job placement advice to interested enrolled students
 - J. Advise and recommend any modifications and upgradations that may be required in the existing Certificate Course and implement the same with the consent of Bharati College.

For the sake of abundant caution, it is hereby clarified that LIILR or Dr Anurag Mishra do not, in any manner whatsoever, guarantee or promise any job opportunities, placements or career enhancement roles to the participants who enroll in the course organized under this MoU. However, LIILR shall undertake best efforts to facilitate placements/ opportunities for career enhancement.

9. **Bharati College obligations:** As part of its association with LIILR for the running of the course, the Bharati College agrees to:
- A. Allow use of the College's logo, weblinks, contact information, videos, photos, or other creatives (whether in print or electronic forms) at/in LIILR's promotional materials, websites/online activities and advertisements (whether in print or electronic forms)
 - B. Make admission forms available at a nominal rate and use the sale proceeds, if any, for expenses related to the running of the course
 - C. Collect fees for the Certificate Course, maintain proper records and account thereof, and make the same available to authorized representatives of LIILR whenever requested by LIILR.
 - D. Enforce the policy that no request for refund of fees already paid will be entertained, and that no defaulting student will be allowed to attend classes
 - E. Provide identity cards to bona fide students of the Certificate Course
 - F. Consider revision in course fees if required, and in consultation with LIILR

- G. Publish on its website and social media platforms up-to-date information about the course as per this MoU.

In the event that any part of this course is delivered in face-to-face mode, the College further undertakes to:

- a. Allot the requisite number of classrooms in its premises with requisite furniture and fixtures, electricity, fans, lighting, air-conditioning, Internet connection, projectors, instruction boards, markers, almirahs etc. to be used by LIILR for the conduct of the course;
- b. Provide its college auditorium/seminar room/ conference room/ Amphitheatre or theatre lab along with audio/video, lights, power backup and spaces within the college premises for a promotional programme once before the commencement of the Certificate Course at no extra cost;
- c. Determine the schedule of classes in consultation with LIILR;
- d. Provide support through the support staff such as peons, guards, electricians etc. for any support that may be needed by LIILR for smooth execution of the roles and responsibilities entrusted to it under this MoU.
- e. Allow entry of the enquiring prospective candidates and admitted students to Bharati College's campus.

10. It is hereby agreed by both the Parties that LIILR shall be free to conduct other educational and training programmes, similar or different to the instant course, elsewhere either alone or in partnership with any other organisation.

11. Validity and Duration of Agreement: This MoU shall become effective upon signature by the authorized officials from LIILR and Bharati College and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from LIILR and Bharati College, this MoU shall end on 31 October 2022 or one year from the date of signing, whichever is later.

12. Modification of the MoU: This MoU may be modified by written mutual consent of authorized officials from LIILR and Bharati College.

13. Ownership of Intellectual Property: Intellectual property shall mean any information, literary work, inventions, computer software, semi-conductor topographies [mask works], designs [registered and unregistered] and any works in which copyright and other like rights are recognized by the prevalent laws including recorded video lectures of the faculty, course material and research reports and other works (excepting any such work when it is expressed in the form of an artistic or scholarly work), the subject matter of which is invented, discovered, created or otherwise generated in the course of undertaking, teaching and organising the course under this MoU.

The Parties agree that all intellectual property, individually developed by LIILR shall be the sole property of LIILR.

Rajan



In the event that UHLR brings any prior art, owned by UHLR or any of its researchers/personnel for the MoU, UHLR agrees that it shall provide exclusive royalty free licenses of such intellectual property to Bharati College for the purposes of this MoU alone, or to the extent that such prior art is related to the MoU or becomes a part of the intellectual property during the term of the MoU.

14. **Force Majeure:** Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the *force majeure* events such as but not limited to Acts of God, War, Flood, Earthquake, Epidemics, Riots, Civil Commotion, pandemic, Government or court orders, etc., provided on such occurrence and cessation thereof the affected party shall resume its obligations under this MoU immediately after, but not later than one month after, such cessation. The period between the occurrence and cessation of such event shall be excluded while calculating the period during which the parties have to perform the obligations under this MoU. If the *force majeure* conditions continue beyond six months, the parties shall mutually decide upon the future course of action.

15. **Arbitration:** This MOU shall be governed by the Laws of India. Any dispute, controversy or claim arising out of or relating to this MOU including but not limited to its interpretation or performance or to the transactions contemplated hereunder ["Dispute"] shall be resolved by the Parties in good faith promptly by negotiation. If the Dispute has not been resolved within thirty [30] days of either Party's request for negotiation, either Party may submit the Dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any other statutory modification thereof, by three arbitrators.

The Parties shall appoint one arbitrator each. The third arbitrator shall be appointed by the two arbitrators appointed by each of the Parties. The seat of the arbitrator shall be at New Delhi, India. Subject to the foregoing, the Parties agree that the courts in New Delhi, India, shall have exclusive jurisdiction to entertain any application for interim relief under section 9 of the Arbitration and Conciliation Act, 1996.

Each Party hereby consents to a single, consolidated arbitration proceeding of multiple claims. The prevailing Party in any arbitration conducted in terms of this section, shall be entitled to recover from the other Party its reasonable attorneys' fees and other reasonable costs of arbitration.



Rohit



SEAL OF THE PARTIES:

In witness whereof the Parties hereto have signed this MoU on this ____ day of ____ 2021.

For and on behalf of the First Party
Officiating Principal, Bharati College


(with stamp / seal) 

Witness 1

Name: NIKHIL

Designation: Tech. Asst.

Organisation Name: Bharati College

Contact phone number: 9138447645

Email: nikhilmahota2017@gmail.com

For and on behalf of the Second Party
Livonics Infotech Private Limited,
Director

(with stamp / seal) 

Witness 2

Name: Amitabha Mukherjee

Designation: Professor (Retd.)

Organisation Name: Univ of Delhi

Contact phone number: 9810187677

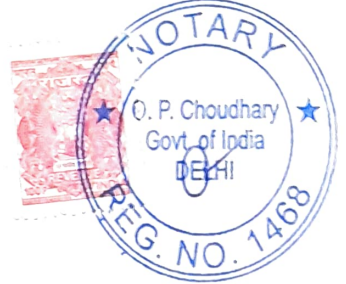
Email: animukh@gmail.com



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 : MEMORANDUM OF UNDERTAKING
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 : SARDAR PATEL ACADEMY AND RESEARCH CENTRE
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SELF PRINTED CERTIFICATE
TO BE VERIFIED BY THE RECIPIENT

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Rela

Offg. Principal
BHARATI COLLEGE
(University of Delhi)



Statutory Alert:

1. The authenticity of this document is certified at www.sakshistamp.com or using e-Stamp Mobile App of State/ Haryana.
 Any discrepancy in the details on this Certificate and as available on the website/ Mobile App renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the competent authority.

Memorandum of Understanding

Between

BHARATI COLLEGE, NEW DELHI (INDIA)

AND

Sardar Patel Academy & Research Centre (SPARC)

This Memorandum of Understanding is made and entered into on 18th day of October 2021 between the parties as follow.

The Parties

Bharati College (a constituent college of the *University of Delhi*) located in C-4, VidyaMarg, JanakPuri, New Delhi 110058, represented through its Officiating Principal, Dr. Rekha Sapra, (hereinafter referred to as 'Bharati College' or 'College') which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors and assigns of the **First Part**

AND

Sardar Patel Academy & Research Centre (SPARC), Society registered in New Delhi, India and situated at 136, Ring Road, Mall Road, GTB Nagar, Delhi through its Director, Mr. Rituraj Gupta (hereinafter referred to as **SPARC**) which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors assigns of the **Second Part**.

Whereas, SPARC is engaged in providing skill-based courses in the fields of Financial Management, IT, Personality Development, and has strength in development and delivery; an innovation based trainings in the said fields and has approached the College to establish an effective relationship in the larger interest of the sectors.

Whereas, Bharati College is desirous of imparting skills oriented training in Financial Management, IT, Computer Science and other related disciplines for the prospective learners/students seeking to learn the skills related to this sector.

Therefore, **Bharati College** and **SPARC**, upon the premises and covenants mentioned hereinafter, each individually a Party, and collectively referred to as Parties, agree to **work together in joint venture** for running **add-on course(s) of Bharati College**, to be offered and conducted through offline/ online modes, in terms as below:

1. **OBJECT:** To introduce and facilitate prospective learners/students interested in pursuing **Add-On Courses** of Bharati College offered in association with SPARC as per this MoU and as per attached annexure(s).


Offg. Principal
BHARATI COLLEGE
(University of Delhi)
Janakpuri New Delhi-52



2. **CERTIFICATION:** On successful completion of such course(s) by learner(s), Bharati College & SPARC shall award joint certificate(s) of the course(s) completed, countersigned by the authorized person(s) of Bharati College & SPARC.
3. **ADMINISTRATION:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fee applicable for the course(s) of their respective choice. Bharati College may, at its option, appoint any of its staff or faculty members to act as representatives from its College as course coordinators and key officers from College to keep track of the enrolments for the courses, its proper delivery/ training by SPARC, fee collections, etc. to safeguard the interest of all concerned.
4. **ADD-ON COURSE(S) TITLE, FEE, SYLLABUS, ELIGIBILITY, & OTHER DETAILS:** The add-on course to be run under this MoU & their respective fee, are detailed in *Annexure 1 attached* respectively.
5. **FEE SHARING, REIMBURSEMENTS & CALCULATIONS:** Bharati College shall collect and share the course fee collected for the add-on courses with SPARC in the following ratio(s):

5.1 For course(s) to be offered offline (i.e. in College's Campus):

5.1.1 if student strength exceeds 20, then fee shall be shared in following ratio

BHARATI COLLEGE (30%): SPARC (70%)

College's entitlement being 30% and SPARC's entitlement being 70%

5.1.2 if student strength is from 10 to 20, then fee shall be shared in following ratio

BHARATI COLLEGE (20%): SPARC (80%)

College's entitlement being 20% and SPARC's entitlement being 80%

5.2 For course(s) to be offered online (i.e. in virtual medium):

BHARATI COLLEGE (20%): SPARC (80%)

College's entitlement being 20% and SPARC's entitlement being 80%

In either/any of the situations above (i.e. from serial no 5.1 to 5.2) the College shall, after receiving the fee(s), shall pay to SPARC its share in following manner:

- a) **First instalment of 40%** of SPARC's share: **at the start/ commencement of classes**
- b) **Second instalment of 40%** of SPARC's share: **on completion of 50% of classes and**

- c) **Final balance of 20%** of SPARC's share: on final completion of the course and before award of certificate to the student.

The taxes as per the existing Income Tax Act of India & GST Act, if applicable, shall be levied.

6. **PRINTING AND STATIONARY:** Bharati College shall make available the admission forms for the students. Any other printed material, if required, may be printed by SPARC at its option and its own costs.

7. **SPARC OBLIGATIONS:** As a part of its deliverables for the proposed association with the Bharati College, SPARC agrees to:

- 7.1. To design and develop the syllabus, curriculums, structure of the add-on courses in consultation with the representative of Bharati College.
- 7.2. Quality delivery of all add-on courses as per this MoU and engage the required faculty as per the need of such add-on courses, in conjunction with Bharati College and out of the share received from the College.
- 7.3. SPARC can release advertisement(s), news and press releases (in print, electronic, web media) for the promotion of the add-on courses at own discretion and costs, after having the said advertisements reviewed and approved by Bharati College
- 7.4. Maintain student's records and confidentiality of the same.
- 7.5. To effectively complete Add-on Course as per this MoU
- 7.6. To assess the student progress enrolled in the course on continuous basis and in consultation with the College, if needed.
- 7.7. To offer assistance to students in getting work opportunities
- 7.8. To advise and recommend any needed additions in number of add-on courses, advise and recommend modifications and up gradation(s) that may be required in the existing add-on course and implement the same accordingly with the consent of the College

8. **BHARATI COLLEGE OBLIGATIONS**

- 8.1. Allow use of College's logo, web links, contact information, videos, photos or other creatives (whether in print or electronic forms) at/in SPARC promotions materials, websites/online, activities and advertisements (whether in print or electronic or digital media forms).
- 8.2. Allot needed number of classroom(s), computer lab(s) in its premises with requisite furniture and fixtures, electricity, fans, lighting, internet connection, projectors, instruction boards/ markers, almirah(s) etc. to be used by SPARC for the training of students enrolled in add-on courses of the College.



- 8.3. Provide its College Auditorium/Seminar/Conference Room/ Amphitheatre or Theatre Lab(s) along with audio/video projections/lights/power-backup and spaces within its premises for the promotion once before the commencement of the course to be done by SPARC, at no extra costs.
- 8.4. The College shall also make admission forms available. The proceeds of the same shall be used for various expenses to run the course.
- 8.5. To provide to SPARC, access to enquiry forms / registration forms/ contact details of the enquiries related to add-on course(s) whether received offline or online on daily basis, for effective follow-up by SPARC.
- 8.6. The College shall provide Identity cards to bona-fide students of the course at its own cost(s).
- 8.7. Collect fee for the add-on courses and maintain proper record and account of its affair at the College. The same shall be made accessible to authorized representative of SPARC.
- 8.8. Determine the schedule/timings of the classes of add on courses to be run by SPARC, with mutual consent.
- 8.9. To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the support that may be needed by SPARC in smooth execution of the roles and responsibilities entrusted.
- 8.10. To allow the entry of the enquiring/ prospective candidates and admitted students for the courses to be run in association with SPARC
- 8.11. To enforce upon students that no refund of fees, already paid by them, shall be entertained. Also not to allow/permit defaulting candidates to attend the classes.
- 8.12. To consider revision in course fee, in mutual consent with SPARC or advised by SPARC from time-to-time.
- 8.13. To publish on its website(s) and other social media platforms up-to-date information(s) of courses as per this MoU. SPARC may be given access for on-page optimization on the College's website to assist in digital media and online promotions.
- 8.14. To provide air-conditioned computer lab with internet connectivity to in order to accommodate atleast 40 students at-a-time.

9. SPARC shall continue with its educational/ training activities elsewhere as well.

10. **VALIDITY AND DURATION OF AGREEMENT:** This MOU shall be effective immediate upon the signature of the parties and shall remain in force initially for a period of two (2) years. The duration of this MOU can be extended for further duration with mutual consent.

Ref
Offg. Principal
SHARATI COLLEGE
(University of Delhi)
Delhi



11. **MODIFICATION TO THE MOU:** The MOU can be modified through mutual written consent of the parties to this MOU.

12. **FORCE MAJEURE:** Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike, Lockouts, Epidemics, Pandemics, Lockdowns, Riots, Civil Commotion etc. provided on such occurrence and cessation thereof, the other party immediately after, but not later than one month of such occurrence and/or cessation, shall restart its obligation under this MoU. The period between the occurrence and cessation of such event will be excluded while calculating the period during which the parties have to perform the obligations under this MOU. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

13. **ARBITRATION:** In the event of a dispute between Bharati College and SPARC arising out of, or relating to this agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations. In case of any disagreement and dispute, if the parties fail to mutually resolve the issue; both parties shall appoint an arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act. Further, in case the parties failed to resolve the dispute; this agreement shall be governed by and construed in accordance with the law within the state of Delhi, India.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this MOU on this 18 day of October 2021 mentioned herein before at New Delhi.

For and On behalf of First Part

For and on behalf of Second Part


Officiating Principal

Bharati College


Centre (SPARC)

(with stamp / seal)

SHARATI COLLEGE
University of Delhi
C-4, Janakpuri, New Delhi-58

Witness 1:

Name:


Dr. Kamini Bhutani

Auth. Signatory

Sardar Patel Academy & Research

(with stamp / seal)



Witness 2:

Name: Mrs. Vanita Puri

2656, Ist Floor.

Hudson line, Delhi-9







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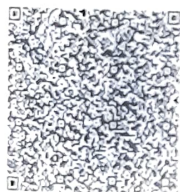
First Party

Second Party

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: VIJAY KAUSHIK
: Article 58 Memorandum of Settlement
: Not Applicable
: 0
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: BHARATI COLLEGE
: VIJAY KAUSHIK
: VIJAY KAUSHIK
: 100
: (One Hundred only)



Please write or type below this line
Memorandum of Understanding

Between

BHARATI COLLEGE, NEW DELHI (INDIA)

AND

VJ Training & Advisory, NEW DELHI (INDIA)

This Memorandum of Understanding is made and entered into on 16th day of Aug 2021 between the parties as follows.

Page 1 of 1

BHARATI COLLEGE
(University of Delhi)

Article 58 Memorandum of Settlement

Memorandum of Understanding

Between

BHARATI COLLEGE, NEW DELHI (INDIA)

AND

VJ Training & Advisory, NEW DELHI (INDIA)

This Memorandum of Understanding is made and entered into on 16th Aug 2021 day of ----- between the parties as follow:

The Parties

Bharati College located in C-4, Vidya Marg Janak Puri, New Delhi 110054 represented through its officiating Principal, Dr. Rekha Sapra, (hereinafter referred as 'Bharati College' or 'College') which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the **First Part**

AND

VJ Trainings & Advisory (hereinafter referred to as VJTA), having its registered office at C-7/124, Yamuna Vihar, Delhi-110053; represented through Mr. Vijay Kaushik, Founder & Director, which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the **Second Part**.

Whereas, is engaged in providing knowledge, expertise, training, skill development, consultation, and has strength in development and delivery, innovations and research etc. particularly in the areas of Financial Markets Tools & Techniques and has approached the College to establish an effective relationship in the larger interest of the sector Whereas, Bharati College is desirous of imparting skills oriented training in handling and managing financial markets tools and techniques to enhance their productivity and efficiency in becoming successful entrepreneurs for the prospective learners/students seeking to learn the skills related to this sector.

Therefore, Bharati College and VJTA, upon the premises and covenants mentioned hereinafter, each individually a Party, and collectively referred to as Parties, agree to **work together in joint venture**:

1. **OBJECT:** To facilitate prospective learners/students interested in pursuing Advance Skill Programme on Financial Markets course at Bharati College as proposed by VJTA.
2. **CERTIFICATION:** On successful completion of the course(s) by learner(s), Bharati College & VJTA shall issue joint certificate(s) of the course(s) completed countersigned by the authorized person(s) of Bharati College & VJTA.
3. **ADMINISTRATION:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fee applicable for the course(s) of their respective choice. Bharati College may, at its option, appoint any of its staff or faculty members to act as representatives from its College as course coordinators and key officers from College to keep track of the enrolments for the courses, its proper delivery/ training by VJTA, fee collections, etc. in the best interest of all concerned.

4. **ADD-ON COURSE(S) TITLE, FEE, SYLLABUS, ELIGIBILITY, & OTHER DETAILS:** The add-on course to be run under this MoU & their respective fee, are detailed in Annexure 1 & Annexure 2 respectively.

5. **FEE SHARING, REIMBURSEMENTS & CALCULATIONS:** Bharati College shall collect and share the course fee receipts for the add-on courses with VJTA in the following ratio:

Ratio for Bharati College Students - BHARATI COLLEGE (15%): VJTA (85%)

For other students - Equivalent to amount which is shared for Bharati College Students

(The fee sharing ratio has been altered considering college is not providing the infrastructure for online classes.)
The College shall, after receiving the fee(s), shall pay to VJTA its share of 85% in following manner:

- First instalment of 10% of the share: at the start/ commencement of classes
- After that on monthly basis on actual basis
- BHARTI COLLEGE will disburse the monthly fee within 3 weeks after finishing of the month
- Fee of students other than Bharati College will be collected by VJTA & shall be paid to BHARTI COLLEGE's share (Rs. 1725/- per student) by or before the disbursement day.

The taxes as per the existing Income Tax Act of India shall be levied.

6. **PRINTING AND STATIONARY:** Bharati College shall make available the admission forms for the students and retain its sale proceed with it. Any other printed material, if required, may be printed by VJTA at its option and its own costs.

7. **VJTA OBLIGATIONS:** As a part of its deliverables for the proposed association with Bharati College, VJTA agrees:

- 7.1. To design and develop the syllabus, curriculums, structure of the add-on courses (of Financial Markets) in consultation with Bharati college representative.
- 7.2. Quality delivery is the responsibility of VJTA, and VJTA would have to have the required manpower and the faculty as per the requirement, in conjunction with Bharati College.
- 7.3. VJTA can release advertisement(s), news and press releases (in print, electronic, web media) for the promotion of the add-on courses at own discretion and costs, after having the said advertisements reviewed and approved by Bharati College
- 7.4. Maintain student's records and confidentiality of the same.
- 7.5. To conduct some sessions in order to give students practice in and exposure to live projects/products.
- 7.6. To effectively complete Financial Markets Course
- 7.7. To assess the student progress enrolled in the course on continuous basis.
- 7.8. To advise and recommend any needed additions in number of add-on courses, advise and recommend modifications and up gradation(s) that may be required in the existing add-on courses and implement the same accordingly with the consent of the College.

8. **BHARATI COLLEGE OBLIGATIONS**

- 8.1. Allow use of College's logo, web-links, contact information, videos, photos or other creative content in print or electronic forms at/in VJTA promotions materials, websites/online, social media advertisements (whether in print or electronic or digital media forms).

- 8.2. Allot needed number of classroom(s), computer lab(s) in its premises with requisite furniture and fixtures, electricity, fans, lighting, internet connection, projectors, instruction boards/ markers, almirah(s) etc. to be used by VJTA for the training of students enrolled in add-on courses.
- 8.3. Provide its College Auditorium/Seminar/Conference Room/ Amphitheatre or Theatre Lab(s) along with audio/video/lights/power-backup and spaces within its premises for the promotion once before the commencement of the course to be done by VJTA, at no extra costs.
- 8.4. The College shall also make admission forms available at a nominal rate. The proceeds of the same shall be used for various expenses to run the course.
- 8.5. The College shall provide Identity cards to bona-fide students of the course.
- 8.6. Collect fee for the add-on courses and maintain proper record and account of its affair at the College. The same shall be made accessible to authorized representative of VJTA.
- 8.7. Determine the schedule/timings of the classes of add on courses to be run by VJTA, with mutual consent.
- 8.8. To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the support that may be needed by VJTA in smooth execution of the roles and responsibilities entrusted.
- 8.9. To allow the entry of the enquiring/ prospective candidates and admitted students for the courses to be run through VJTA
- 8.10. To enforce upon students that no refund of fees, already paid by them, shall be entertained. Also not to allow/permit defaulting candidates to attend the classes.
- 8.11. To consider revision in course fee, in mutual consent with VJTA or advised by VJTA from time-to-time.
- 8.12. To publish on its website(s) and other social media platforms up-to-date information(s) of courses as per this MoU.

9. VJTA shall continue with its educational/ training activities elsewhere as well.

10. **VALIDITY AND DURATION OF AGREEMENT:** This MOU shall be effective immediate upon the signature of the parties and shall remain in force initially for a period of one (1) year. The duration of this MOU can be extended for further duration with mutual consent.

11. **MODIFICATION TO THE MOU:** The MOU can be modified through mutual written consent of the parties to this MOU.

12. **FORCE MAJEURE:** Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike, Lockouts, Epidemics, Riots, Civil Commotion etc. provided on such occurrence and cessation thereof, the other party shall restart immediately after, but not later than one month of such occurrence and/or cessation, shall restart the obligations under this MoU. The period between the occurrence and cessation of such event shall be excluded while calculating the period during which the parties have to perform the

obligations under this MOU. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

13. **ARBITRATION:** In the event of a dispute between Bharati College and VJTA arising out of, or relating to this agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.

In case of any disagreement and dispute, if the parties fail to mutually resolve the issue; both parties shall appoint an arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.

Further, in case the parties failed to resolve the dispute; this agreement shall be governed by and construed in accordance with the law within the state of Delhi, India.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this MOU on this 16th day of Aug 2021 mentioned herein before at New Delhi.

For and On behalf of First Part

Officiating Principal, Bharati College
(with stamp/seal)
University of Delhi
C-4, Janakpuri, New Delhi-58

Witness 1:

Name: Nandini C Sen
Designation: Associate Professor
Organization Name: Bharati College
Contact #: 9910082187
Email: nandini.csen@bharati.du.ac.in

For and on behalf of Second Part

Auth. Signatory, M/s VJTA
(with stamp/seal)

Witness 2:

Name: Dr. Mala Rani
Designation: Associate Professor
Organization Name: Bharati College
Contact #: 9873033440
Email: malarani072@gmail.com

Indian-Non Judicial Stamp
Haryana Government

Certificate No. GOR2021J1165
GRN No. 82961355

Date : 18/10/2021

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Sector/Ward : Na
District : Gurugram

Landmark : South city 2
State : Haryana

MOU to be submitted at Other

Memorandum of Understanding

Between

Bharati College, University of Delhi, New Delhi, India

And

Livonics Institute of Integrated Learning and Research (LIILR), a unit of Livonics Infotech Pvt Ltd, New Delhi, India



This Memorandum of Understanding (MOU) is made and entered into on the _____ day of _____ 2021 between the parties as follows.

The Parties

Bharati College, located in C-4, Janakpuri, New Delhi 110058, through its Officiating Principal Dr Rekha Sapra (hereinafter referred to as the "**Bharati College**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the First Part.

And

Livonics Institute of Integrated Learning and Research, a unit of Livonics Infotech Pvt Ltd. having its office at 313, 3rd Floor, F Block Shopping Plaza, South City 2, Gurgaon - 122018, Haryana through its Director, Mr. Amit Aggarwal (hereinafter referred to as "**LIILR**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the Second Part.

Whereas LIILR founded by Dr Anurag Mishra, M. D., who is a psychiatrist and psychoanalytical psychotherapist, and heads the Psychoanalytical Unit, Department of Mental Health and Behavioural Sciences, Fortis Healthcare, is a Delhi-based organisation;

And whereas LIILR has now launched an initiative to start a short-term course as **Intellectual Property in Business**, and proposes to start this course in partnership with Bharati College, which will be a pioneering project in any Delhi University college, and at the same time will fit into its long-term vision;

Whereas Bharati College, a constituent college of the University of Delhi, has had a Counselling Centre in place for many years, providing individual counselling to students as well as staff of the College;

And whereas Bharati College is desirous of sensitizing people, especially students, regarding mental abilities, while promoting the development of employable skills;

Therefore, Bharati College and LIILR agreed upon the premises and covenants mentioned hereinafter, each individually a Party and collectively referred to as Parties, agree to work together in joint venture.

1. **Object:** To facilitate prospective learners/students interested in pursuing a Certificate Course on **Intellectual Property in Business** ("Certificate Course")
2. **Certification:** On successful completion of the course by Students, Bharati College and LIILR shall issue joint certificates countersigned by the authorized persons of Bharati College and LIILR.



3. **Administration:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fees applicable. Dr Sonali Jain, Convenor, Counselling Centre, Bharati College, shall be Course Coordinator and shall handle all academic matters. In addition, the Bharati College may depute any member(s) of its staff to keep track of enrolment, delivery and fee collection.

4. **Certificate Course Title, Fee, Syllabus, Eligibility, and other details:** The certificate course to be run under this MoU is detailed in Annexure 1; the fee structure is given in Annexure 2. It is hereby agreed by both the Parties that the Certificate Course will only be conducted if twenty-five (25) or more students register for the Certificate Course. If this threshold is not reached, LIILR at its sole discretion can either decide to cancel the Certificate Course or to still conduct the Certificate Course. In case the Certificate Course is being cancelled due to the aforementioned reason, Bharati College shall be responsible for refunding the course fee to the respective students.

5. **Fee Sharing, Reimbursements and Calculations:** Bharati College shall collect and share the course fee receipts for the certificate course with LIILR in the following ratio:

Bharati College (20%): LIILR (80%)

The College shall, pay to LIILR its share in the following manner:

- 35% of the total amount payable on the commencement of classes for the Certificate Course.
- 40% of the total amount payable at the completion of 50% of classes for the Certificate Course, and
- 25% of the total amount payable within 15 days from the date of successful completion of the entire Certificate Course.

Taxes as per the existing Income Tax Act of India shall be levied. Bharati College shall make the payments to LIILR within fifteen (15) calendar days from the date of occurrence of the specific event as specified above in sub-clauses (a) to (c). Delays beyond the specified time period will attract an interest of twelve percent 12% per month to be calculated from the date of default by Bharati College.

6. **Mode of Payment:** Payments to LIILR shall either be made through Account Payee cheques payable to **M/s Livonics Infotech Private Limited** or through electronic funds transfer [NEFT] to the following account:

Account Name: **Livonics Infotech Private Limited**

Account Number: **50200012188401**

Name and Address of Branch: **HDFC Bank, DLF Phase – 1, Gurgaon**

IFSC Code: **HDFC0000044**


Dr. Sonali Jain
Convenor
Counselling Centre
Bharati College
University of Delhi
Gurgaon, Haryana



7. **Printing and Stationery:** Bharati College shall make available the admission forms to the students and retain the sale proceeds, if any. Any other printed material, if required, may be printed by LIILR at its own cost.
8. **LIILR obligations:** As part of its deliverables for the proposed association with Bharati College, LIILR agrees to:
- A. Design and develop the structure and syllabus of the Certificate Course
 - B. Ensure quality delivery through in-house faculty or guest faculty engaged as required, in conjunction with Bharati College
 - C. Make payment to guest faculty
 - D. Release advertisements, news and press releases (in print, electronic and web media) for the promotion of the Certificate Course at its own discretion and costs, after getting the said advertisements etc. reviewed and approved by Bharati College, where such approval will not be withheld unreasonably by Bharati College.
 - E. Maintain student records and assure confidentiality of the same
 - F. Provide appropriate study materials to the students
 - G. Conduct sessions so as to provide students practice in and exposure to live projects
 - H. Assess the progress of students enrolled in the course on a continuous basis
 - I. Provide job placement advice to interested enrolled students
 - J. Advise and recommend any modifications and upgradations that may be required in the existing Certificate Course and implement the same with the consent of Bharati College.

For the sake of abundant caution, it is hereby clarified that LIILR or Dr Anurag Mishra do not, in any manner whatsoever, guarantee or promise any job opportunities, placements or career enhancement roles to the participants who enroll in the course organized under this MoU. However, LIILR shall undertake best efforts to facilitate placements/ opportunities for career enhancement.

9. **Bharati College obligations:** As part of its association with LIILR for the running of the course, the Bharati College agrees to:
- A. Allow use of the College's logo, weblinks, contact information, videos, photos, or other creatives (whether in print or electronic forms) at/in LIILR's promotional materials, websites/online activities and advertisements (whether in print or electronic forms)
 - B. Make admission forms available at a nominal rate and use the sale proceeds, if any, for expenses related to the running of the course
 - C. Collect fees for the Certificate Course, maintain proper records and account thereof, and make the same available to authorized representatives of LIILR whenever requested by LIILR.
 - D. Enforce the policy that no request for refund of fees already paid will be entertained, and that no defaulting student will be allowed to attend classes
 - E. Provide identity cards to bona fide students of the Certificate Course
 - F. Consider revision in course fees if required, and in consultation with LIILR

6. Publish on its website and social media platforms up-to-date information about the course as per this MoU.

In the event that any part of this course is delivered in face-to-face mode, the College further undertakes to:

- a. Allot the requisite number of classrooms in its premises with requisite furniture and fixtures, electricity, fans, lighting, air-conditioning, Internet connection, projectors, instruction boards, markers, almirahs etc. to be used by LIILR for the conduct of the course;
- b. Provide its college auditorium/seminar room/ conference room/ Amphitheatre or theatre lab along with audio/video, lights, power backup and spaces within the college premises for a promotional programme once before the commencement of the Certificate Course at no extra cost;
- c. Determine the schedule of classes in consultation with LIILR;
- d. Provide support through the support staff such as peons, guards, electricians etc. for any support that may be needed by LIILR for smooth execution of the roles and responsibilities entrusted to it under this MoU.
- e. Allow entry of the enquiring prospective candidates and admitted students to Bharati College's campus.

10. It is hereby agreed by both the Parties that LIILR shall be free to conduct other educational and training programmes, similar or different to the instant course, elsewhere either alone or in partnership with any other organisation.

11. **Validity and Duration of Agreement:** This MoU shall become effective upon signature by the authorized officials from LIILR and Bharati College and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from LIILR and Bharati College, this MoU shall end on 31 October 2022 or one year from the date of signing, whichever is later.

12. **Modification of the MoU:** This MoU may be modified by written mutual consent of authorized officials from LIILR and Bharati College.

13. **Ownership of Intellectual Property:** Intellectual property shall mean any information, literary work, inventions, computer software, semi-conductor topographies [mask works], designs [registered and unregistered] and any works in which copyright and other like rights are recognized by the prevalent laws including recorded video lectures of the faculty, course material and research reports and other works (excepting any such work when it is expressed in the form of an artistic or scholarly work), the subject matter of which is invented, discovered, created or otherwise generated in the course of undertaking, teaching and organising the course under this MoU.

The Parties agree that all intellectual property, individually developed by LIILR shall be the sole property of LIILR.

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Bharati College
Bharati College
Bharati College



In the event that LILR brings any prior art, owned by LILR or any of its researchers/personnel for the MoU, LILR agrees that it shall provide exclusive royalty free licenses of such intellectual property to Bharati College for the purposes of this MoU alone, or to the extent that such prior art is related to the MoU or becomes a part of the intellectual property during the term of the MoU.

14. **Force Majeure:** Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the *force majeure* events such as but not limited to Acts of God, War, Flood, Earthquake, Epidemics, Riots, Civil Commotion, pandemic, Government or court orders, etc., provided on such occurrence and cessation thereof the affected party shall resume its obligations under this MoU immediately after, but not later than one month after, such cessation. The period between the occurrence and cessation of such event shall be excluded while calculating the period during which the parties have to perform the obligations under this MoU. If the *force majeure* conditions continue beyond six months, the parties shall mutually decide upon the future course of action.

15. **Arbitration:** This MOU shall be governed by the Laws of India. Any dispute, controversy or claim arising out of or relating to this MOU including but not limited to its interpretation or performance or to the transactions contemplated hereunder ("Dispute") shall be resolved by the Parties in good faith promptly by negotiation. If the Dispute has not been resolved within thirty [30] days of either Party's request for negotiation, either Party may submit the Dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any other statutory modification thereof, by three arbitrators.

The Parties shall appoint one arbitrator each. The third arbitrator shall be appointed by the two arbitrators appointed by each of the Parties. The seat of the arbitrator shall be at New Delhi, India. Subject to the foregoing, the Parties agree that the courts in New Delhi, India, shall have exclusive jurisdiction to entertain any application for interim relief under section 9 of the Arbitration and Conciliation Act, 1996.

Each Party hereby consents to a single, consolidated arbitration proceeding of multiple claims. The prevailing Party in any arbitration conducted in terms of this section, shall be entitled to recover from the other Party its reasonable attorneys' fees and other reasonable costs of arbitration.



[Handwritten signature]
[Illegible text]

ONE OF THE PARTIES:

Business whereof the Parties hereto have signed this MoU on this ____ day of ____

For and on behalf of the First Party
Representing Principal, Bharati College

(with stamp / seal)

BHARATI COLLEGE
(University of Delhi)
C-4 Janakpuri New Delhi-110056

Ekhas

Witness 1

Name: POONAM KHOSLA

Designation: SRP. A

Organisation Name: BHARATI COLLEGE

Contact phone number: 9013684095

Email: *khoslapoonam7@gmail.com*

For and on behalf of the Second Party
Livonics Infotech Private Limited
Director

(with stamp / seal)



Witness 2

Name:

Designation: *Professor (Retd.)*

Organisation Name: Univ of Delhi

Contact phone number: 9810187677

Email: *aminth@gmail.com*



Indian-Non Judicial Stamp
Haryana Government



Date : 18/10/2021



Deponent

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Sector/Ward : Na
District : Gurugram

Landmark : South city 2
State : Haryana



MOU to be submitted at Other

Memorandum of Understanding

Between

Bharati College, University of Delhi, New Delhi, India

And

Livonics Institute of Integrated Learning and Research (LIILR), a unit of Livonics Infotech Pvt Ltd, New Delhi, India



Rece
Bharati College
(University of Delhi)
C-4 Jhokpur, New Delhi

This Memorandum of Understanding (MOU) is made and entered into on the _____ day of _____ 2021 between the parties as follows.

The Parties

Bharati College, located in C-4, Janakpuri, New Delhi 110058, through its Officiating Principal Dr Rekha Sapra (hereinafter referred to as the "**Bharati College**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the First Part,

And

Livonics Institute of Integrated Learning and Research, a unit of Livonics Infotech Pvt Ltd. having its office at 313, 3rd Floor, F Block Shopping Plaza, South City 2, Gurgaon - 122018, Haryana through its Director, Mr. Amit Aggarwal (hereinafter referred to as "**LIILR**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the Second Part.

Whereas LIILR founded by Dr Anurag Mishra, M. D., who is a psychiatrist and psychoanalytical psychotherapist, and heads the Psychoanalytical Unit, Department of Mental Health and Behavioural Sciences, Fortis Healthcare, is a Delhi-based organisation;

And whereas LIILR has now launched an initiative to start a short-term course as **Life & Leadership Coaching**, and proposes to start this course in partnership with Bharati College, which will be a pioneering project in any Delhi University college, and at the same time will fit into its long-term vision;

Whereas Bharati College, a constituent college of the University of Delhi, has had a Counselling Centre in place for many years, providing individual counselling to students as well as staff of the College;

And whereas Bharati College is desirous of sensitizing people, especially students, regarding mental abilities, while promoting the development of employable skills;

Therefore, Bharati College and LIILR agreed upon the premises and covenants mentioned hereinafter, each individually a Party and collectively referred to as Parties, agree to work together in joint venture.

1. **Object:** To facilitate prospective learners/students interested in pursuing a Certificate Course on **Life & Leadership Coaching ("Certificate Course")**
2. **Certification:** On successful completion of the course by Students, Bharati College and LIILR shall issue joint certificates countersigned by the authorized persons of Bharati College and LIILR.



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3. **Administration:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fees applicable. Dr. Sonali Jain, Convenor, Counselling Centre, Bharati College, shall be Course Coordinator and shall handle all academic matters. In addition, the Bharati College may depute any member(s) of its staff to keep track of enrolment, delivery and fee collection.

4. **Certificate Course Title, Fee, Syllabus, Eligibility, and other details:** The certificate course to be run under this MoU is detailed in Annexure 1; the fee structure is given in Annexure 2. It is hereby agreed by both the Parties that the Certificate Course will only be conducted if twenty-five (25) or more students register for the Certificate Course. If this threshold is not reached, LIILR at its sole discretion can either decide to cancel the Certificate Course or to still conduct the Certificate Course. In case the Certificate Course is being cancelled due to the aforementioned reason, Bharati College shall be responsible for refunding the course fee to the respective students.

5. **Fee Sharing, Reimbursements and Calculations:** Bharati College shall collect and share the course fee receipts for the certificate course with LIILR in the following ratio:

Bharati College (20%): LIILR (80%)

The College shall, pay to LIILR its share in the following manner:

- 35% of the total amount payable on the commencement of classes for the Certificate Course.
- 40% of the total amount payable at the completion of 50% of classes for the Certificate Course, and
- 25% of the total amount payable within 15 days from the date of successful completion of the entire Certificate Course.

Taxes as per the existing Income Tax Act of India shall be levied. Bharati College shall make the payments to LIILR within fifteen (15) calendar days from the date of occurrence of the specific event as specified above in sub-clauses (a) to (c). Delays beyond the specified time period will attract an interest of twelve percent 12% per month to be calculated from the date of default by Bharati College.

6. **Mode of Payment:** Payments to LIILR shall either be made through Account Payee cheques payable to **M/s Livonics Infotech Private Limited** or through electronic funds transfer [NEFT] to the following account:

Account Name: **Livonics Infotech Private Limited**

Account Number: **50200012188401**

Name and Address of Branch: **HDFC Bank, DLF Phase - 1, Gurgaon**

IFSC Code: **HDFC0000044**



[Handwritten signature]

Director, Bharati College
Gurgaon, Haryana

7. **Printing and Stationery:** Bharati College shall make available the admission forms to the students and retain the sale proceeds, if any. Any other printed material, if required, may be printed by LIILR at its own cost.

8. **LIILR obligations:** As part of its deliverables for the proposed association with Bharati College, LIILR agrees to:

- A. Design and develop the structure and syllabus of the Certificate Course
- B. Ensure quality delivery through in-house faculty or guest faculty engaged as required, in conjunction with Bharati College
- C. Make payment to guest faculty
- D. Release advertisements, news and press releases (in print, electronic and web media) for the promotion of the Certificate Course at its own discretion and costs, after getting the said advertisements etc. reviewed and approved by Bharati College, where such approval will not be withheld unreasonably by Bharati College.
- E. Maintain student records and assure confidentiality of the same
- F. Provide appropriate study materials to the students
- G. Conduct sessions so as to provide students practice in and exposure to live projects
- H. Assess the progress of students enrolled in the course on a continuous basis
- I. Provide job placement advice to interested enrolled students
- J. Advise and recommend any modifications and upgradations that may be required in the existing Certificate Course and implement the same with the consent of Bharati College.

For the sake of abundant caution, it is hereby clarified that LIILR or Dr Anurag Mishra do not, in any manner whatsoever, guarantee or promise any job opportunities, placements or career enhancement roles to the participants who enroll in the course organized under this MoU. However, LIILR shall undertake best efforts to facilitate placements/ opportunities for career enhancement.

9. **Bharati College obligations:** As part of its association with LIILR for the running of the course, the Bharati College agrees to:

- A. Allow use of the College's logo, weblinks, contact information, videos, photos, or other creatives (whether in print or electronic forms) at/in LIILR's promotional materials, websites/online activities and advertisements (whether in print or electronic forms)
- B. Make admission forms available at a nominal rate and use the sale proceeds, if any, for expenses related to the running of the course
- C. Collect fees for the Certificate Course, maintain proper records and account thereof, and make the same available to authorized representatives of LIILR whenever requested by LIILR.
- D. Enforce the policy that no request for refund of fees already paid will be entertained, and that no defaulting student will be allowed to attend classes
- E. Provide identity cards to bona fide students of the Certificate Course
- F. Consider revision in course fees if required, and in consultation with LIILR



5. Publish on its website and social media platforms up-to-date information about the course as per this MoU.

6. In the event that any part of this course is delivered in face-to-face mode, the College undertakes to:

- a. Allot the requisite number of classrooms in its premises with requisite furniture and fixtures, electricity, fans, lighting, air-conditioning, Internet connection, projectors, instruction boards, markers, almirahs etc. to be used by LIILR for the conduct of the course;
- b. Provide its college auditorium/seminar room/ conference room/ Amphitheatre or theatre lab along with audio/video, lights, power backup and spaces within the college premises for a promotional programme once before the commencement of the Certificate Course at no extra cost;
- c. Determine the schedule of classes in consultation with LIILR;
- d. Provide support through the support staff such as peons, guards, electricians etc. for any support that may be needed by LIILR for smooth execution of the roles and responsibilities entrusted to it under this MoU.
- e. Allow entry of the enquiring prospective candidates and admitted students to Bharati College's campus.

10. It is hereby agreed by both the Parties that LIILR shall be free to conduct other educational and training programmes, similar or different to the instant course, elsewhere either alone or in partnership with any other organisation.

11. **Validity and Duration of Agreement:** This MoU shall become effective upon signature by the authorized officials from LIILR and Bharati College and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from LIILR and Bharati College, this MoU shall end on 31 October 2022 or one year from the date of signing, whichever is later.

12. **Modification of the MoU:** This MoU may be modified by written mutual consent of authorized officials from LIILR and Bharati College.

13. **Ownership of Intellectual Property:** Intellectual property shall mean any information, literary work, inventions, computer software, semi-conductor topographies [mask works], designs [registered and unregistered] and any works in which copyright and other like rights are recognized by the prevalent laws including recorded video lectures of the faculty, course material and research reports and other works (excepting any such work when it is expressed in the form of an artistic or scholarly work), the subject matter of which is invented, discovered, created or otherwise generated in the course of undertaking, teaching and organising the course under this MoU.

The Parties agree that all intellectual property, individually developed by LIILR shall be the sole property of LIILR.



Rec

in the event that LIILR brings any prior art, owned by LIILR or any of its researchers/personnel for the MoU, LIILR agrees that it shall provide exclusive royalty free licenses of such intellectual property to Bharati College for the purposes of this MoU alone, or to the extent that such prior art is related to the MoU or becomes a part of the intellectual property during the term of the MoU.

14. **Force Majeure:** Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the *force majeure* events such as but not limited to Acts of God, War, Flood, Earthquake, Epidemics, Riots, Civil Commotion, pandemic, Government or court orders, etc., provided on such occurrence and cessation thereof the affected party shall resume its obligations under this MoU immediately after, but not later than one month after, such cessation. The period between the occurrence and cessation of such event shall be excluded while calculating the period during which the parties have to perform the obligations under this MoU. If the *force majeure* conditions continue beyond six months, the parties shall mutually decide upon the future course of action.

15. **Arbitration:** This MOU shall be governed by the Laws of India. Any dispute, controversy or claim arising out of or relating to this MOU including but not limited to its interpretation or performance or to the transactions contemplated hereunder ["Dispute"] shall be resolved by the Parties in good faith promptly by negotiation. If the Dispute has not been resolved within thirty [30] days of either Party's request for negotiation, either Party may submit the Dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any other statutory modification thereof, by three arbitrators.

The Parties shall appoint one arbitrator each. The third arbitrator shall be appointed by the two arbitrators appointed by each of the Parties. The seat of the arbitrator shall be at New Delhi, India. Subject to the foregoing, the Parties agree that the courts in New Delhi, India, shall have exclusive jurisdiction to entertain any application for interim relief under section 9 of the Arbitration and Conciliation Act, 1996.

Each Party hereby consents to a single, consolidated arbitration proceeding of multiple claims. The prevailing Party in any arbitration conducted in terms of this section, shall be entitled to recover from the other Party its reasonable attorneys' fees and other reasonable costs of arbitration.



Handwritten signature

SEAL OF THE PARTIES:

In witness whereof the Parties hereto have signed this MoU on this ____ day of ____ 2021.

For and on behalf of the First Party
Officiating Principal, Bharati College

(with stamp / seal)

Witness 1

Name: NIKHIL

Designation: Tech. Assistant

Organisation Name: Bharati College

Contact phone number: 9136447645

Email: nikhilmalhotra2017@gmail.com

BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-50

For and on behalf of the Second Party
Livonics Infotech Private Limited,
Director

(with stamp / seal)

Witness 2

Name: Amitabha Mukherjee

Designation: Professor (Retd)

Organisation Name: Univ of Delhi

Contact phone number: 9810187677

Email: amimukh@gmail.com





Indian-Non Judicial Stamp
Haryana Government



Date :18/10/2021

No. GOR2021J1167
82961355



Stamp Duty Paid : ₹ 101
(Rs Only)

Penalty : ₹ 0
(Rs Zero Only)

Deponent

onics infotech Pvt Ltd
: 313
: Gurugram
81*****27

Sector/Ward : Na
District : Gurugram

Landmark : South city 2
State : Haryana



MOU to be submitted at Other

Memorandum of Understanding

Between

Bharati College, University of Delhi, New Delhi, India

And

Livonics Institute of Integrated Learning and Research (LIILR), a unit of Livonics Infotech Pvt Ltd, New Delhi, India

Ravi
Ravi Prakash
Bharati College
(University of Delhi)
C-4, Janakpuri, New Delhi-110055



This Memorandum of Understanding (MOU) is made and entered into on the _____ day of _____ 2021 between the parties as follows.

The Parties

Bharati College, located in C-4, Janakpuri, New Delhi 110058, through its Officiating Principal Dr Rekha Sapra (hereinafter referred to as the "**Bharati College**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the First Part,

And

Livonics Institute of Integrated Learning and Research, a unit of Livonics Infotech Pvt Ltd. having its office at 313, 3rd Floor, F Block Shopping Plaza, South City 2, Gurgaon - 122018, Haryana through its Director, Mr. Amit Aggarwal (hereinafter referred to as "**LIILR**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the Second Part.

Whereas LIILR founded by Dr Anurag Mishra, M. D., who is a psychiatrist and psychoanalytical psychotherapist, and heads the Psychoanalytical Unit, Department of Mental Health and Behavioural Sciences, Fortis Healthcare, is a Delhi-based organisation;

And whereas LIILR has now launched an initiative to start a short-term course as **MoveMint Medicine**, and proposes to start this course in partnership with Bharati College, which will be a pioneering project in any Delhi University college, and at the same time will fit into its long-term vision;

Whereas Bharati College, a constituent college of the University of Delhi, has had a Counselling Centre in place for many years, providing individual counselling to students as well as staff of the College;

And whereas Bharati College is desirous of sensitizing people, especially students, regarding mental abilities, while promoting the development of employable skills;

Therefore, Bharati College and LIILR agreed upon the premises and covenants mentioned hereinafter, each individually a Party and collectively referred to as Parties, agree to work together in joint venture.

1. **Object:** To facilitate prospective learners/students interested in pursuing a Certificate Course on **MoveMint Medicine ("Certificate Course")**
2. **Certification:** On successful completion of the course by Students, Bharati College and LIILR shall issue joint certificates countersigned by the authorized persons of Bharati College and LIILR.

3. **Administration:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fees applicable. Dr Sonali Jain, Convenor, Counselling Centre, Bharati College, shall be Course Coordinator and shall handle all academic matters. In addition, the Bharati College may depute any member(s) of its staff to keep track of enrolment, delivery and fee collection.
4. **Certificate Course Title, Fee, Syllabus, Eligibility, and other details:** The certificate course to be run under this MoU is detailed in Annexure 1; the fee structure is given in Annexure 2. It is hereby agreed by both the Parties that the Certificate Course will only be conducted if twenty-five (25) or more students register for the Certificate Course. If this threshold is not reached, LIILR at its sole discretion can either decide to cancel the Certificate Course or to still conduct the Certificate Course. In case the Certificate Course is being cancelled due to the aforementioned reason, Bharati College shall be responsible for refunding the course fee to the respective students.
5. **Fee Sharing, Reimbursements and Calculations:** Bharati College shall collect and share the course fee receipts for the certificate course with LIILR in the following ratio:

Bharati College (20%): LIILR (80%)

The College shall, pay to LIILR its share in the following manner:

- 35% of the total amount payable on the commencement of classes for the Certificate Course.
- 40% of the total amount payable at the completion of 50% of classes for the Certificate Course, and
- 25% of the total amount payable within 15 days from the date of successful completion of the entire Certificate Course.

Taxes as per the existing Income Tax Act of India shall be levied. Bharati College shall make the payments to LIILR within fifteen (15) calendar days from the date of occurrence of the specific event as specified above in sub-clauses (a) to (c). Delays beyond the specified time period will attract an interest of twelve percent 12% per month to be calculated from the date of default by Bharati College.

6. **Mode of Payment:** Payments to LIILR shall either be made through Account Payee cheques payable to **M/s Livonics Infotech Private Limited** or through electronic funds transfer [NEFT] to the following account:

Account Name: **Livonics Infotech Private Limited**

Account Number: **50200012188401**

Name and Address of Branch: **HDFC Bank, DLF Phase – 1, Gurgaon**

IFSC Code: **HDFC0000044**

Recd
Bharati College
Counselling Centre
12/05/2024



7. **Printing and Stationery:** Bharati College shall make available the admission forms to the students and retain the sale proceeds, if any. Any other printed material, if required, may be printed by LIILR at its own cost.

8. **LIILR obligations:** As part of its deliverables for the proposed association with Bharati College, LIILR agrees to:

- A. Design and develop the structure and syllabus of the Certificate Course
- B. Ensure quality delivery through in-house faculty or guest faculty engaged as required, in conjunction with Bharati College
- C. Make payment to guest faculty
- D. Release advertisements, news and press releases (in print, electronic and web media) for the promotion of the Certificate Course at its own discretion and costs, after getting the said advertisements etc. reviewed and approved by Bharati College, where such approval will not be withheld unreasonably by Bharati College.
- E. Maintain student records and assure confidentiality of the same
- F. Provide appropriate study materials to the students
- G. Conduct sessions so as to provide students practice in and exposure to live projects
- H. Assess the progress of students enrolled in the course on a continuous basis
- I. Provide job placement advice to interested enrolled students
- J. Advise and recommend any modifications and upgradations that may be required in the existing Certificate Course and implement the same with the consent of Bharati College.

For the sake of abundant caution, it is hereby clarified that LIILR or Dr Anurag Mishra do not, in any manner whatsoever, guarantee or promise any job opportunities, placements or career enhancement roles to the participants who enroll in the course organized under this MoU. However, LIILR shall undertake best efforts to facilitate placements/ opportunities for career enhancement.

9. **Bharati College obligations:** As part of its association with LIILR for the running of the course, the Bharati College agrees to:

- A. Allow use of the College's logo, weblinks, contact information, videos, photos, or other creatives (whether in print or electronic forms) at/in LIILR's promotional materials, websites/online activities and advertisements (whether in print or electronic forms)
- B. Make admission forms available at a nominal rate and use the sale proceeds, if any, for expenses related to the running of the course
- C. Collect fees for the Certificate Course, maintain proper records and account thereof, and make the same available to authorized representatives of LIILR whenever requested by LIILR.
- D. Enforce the policy that no request for refund of fees already paid will be entertained, and that no defaulting student will be allowed to attend classes
- E. Provide identity cards to bona fide students of the Certificate Course
- F. Consider revision in course fees if required, and in consultation with LIILR

- G. Publish on its website and social media platforms up-to-date information about the course as per this MoU.

In the event that any part of this course is delivered in face-to-face mode, the College further undertakes to:

- a. Allot the requisite number of classrooms in its premises with requisite furniture and fixtures, electricity, fans, lighting, air-conditioning, Internet connection, projectors, instruction boards, markers, almirahs etc. to be used by LIILR for the conduct of the course;
- b. Provide its college auditorium/seminar room/ conference room/ Amphitheatre or theatre lab along with audio/video, lights, power backup and spaces within the college premises for a promotional programme once before the commencement of the Certificate Course at no extra cost;
- c. Determine the schedule of classes in consultation with LIILR;
- d. Provide support through the support staff such as peons, guards, electricians etc. for any support that may be needed by LIILR for smooth execution of the roles and responsibilities entrusted to it under this MoU.
- e. Allow entry of the enquiring prospective candidates and admitted students to Bharati College's campus.

10. It is hereby agreed by both the Parties that LIILR shall be free to conduct other educational and training programmes, similar or different to the instant course, elsewhere either alone or in partnership with any other organisation.

11. **Validity and Duration of Agreement:** This MoU shall become effective upon signature by the authorized officials from LIILR and Bharati College and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from LIILR and Bharati College, this MoU shall end on 31 October 2022 or one year from the date of signing, whichever is later.

12. **Modification of the MoU:** This MoU may be modified by written mutual consent of authorized officials from LIILR and Bharati College.

13. **Ownership of Intellectual Property:** Intellectual property shall mean any information, literary work, inventions, computer software, semi-conductor topographies [mask works], designs [registered and unregistered] and any works in which copyright and other like rights are recognized by the prevalent laws including recorded video lectures of the faculty, course material and research reports and other works (excepting any such work when it is expressed in the form of an artistic or scholarly work), the subject matter of which is invented, discovered, created or otherwise generated in the course of undertaking, teaching and organising the course under this MoU.

The Parties agree that all intellectual property, individually developed by LIILR shall be the sole property of LIILR.

In the event that LIILR brings any prior art, owned by LIILR or any of its researchers/personnel for the MoU, LIILR agrees that it shall provide exclusive royalty free licenses of such intellectual property to Bharati College for the purposes of this MoU alone, or to the extent that such prior art is related to the MoU or becomes a part of the intellectual property during the term of the MoU.

14. Force Majeure: Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the *force majeure* events such as but not limited to Acts of God, War, Flood, Earthquake, Epidemics, Riots, Civil Commotion, pandemic, Government or court orders, etc., provided on such occurrence and cessation thereof the affected party shall resume its obligations under this MoU immediately after, but not later than one month after, such cessation. The period between the occurrence and cessation of such event shall be excluded while calculating the period during which the parties have to perform the obligations under this MoU. If the *force majeure* conditions continue beyond six months, the parties shall mutually decide upon the future course of action.

15. Arbitration: This MOU shall be governed by the Laws of India. Any dispute, controversy or claim arising out of or relating to this MOU including but not limited to its interpretation or performance or to the transactions contemplated hereunder ["Dispute"] shall be resolved by the Parties in good faith promptly by negotiation. If the Dispute has not been resolved within thirty [30] days of either Party's request for negotiation, either Party may submit the Dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any other statutory modification thereof, by three arbitrators.

The Parties shall appoint one arbitrator each. The third arbitrator shall be appointed by the two arbitrators appointed by each of the Parties. The seat of the arbitrator shall be at New Delhi, India. Subject to the foregoing, the Parties agree that the courts in New Delhi, India, shall have exclusive jurisdiction to entertain any application for interim relief under section 9 of the Arbitration and Conciliation Act, 1996.


Each Party hereby consents to a single, consolidated arbitration proceeding of multiple claims. The prevailing Party in any arbitration conducted in terms of this section, shall be entitled to recover from the other Party its reasonable attorneys' fees and other reasonable costs of arbitration.



SEAL OF THE PARTIES:

In witness whereof the Parties hereto have signed this MoU on this ____ day of ____ 2021.

For and on behalf of the First Party
Officiating Principal, Bharati College

Rev 
Bharati College
(University of Delhi)
C-4, Janakpuri, New Delhi-60

Witness 1 

Name: **NIKHIL MALHOTRA**
Designation: **Technical Assistant (Computer)**
Organisation Name: **Bharati College**
Contact phone number: **9136447645**
Email: **nikhilmalhotra2010@gmail.com**

For and on behalf of the Second Party
Livonics Infotech Private Limited
Director

(with stamp / seal)

Witness 2 

Name: **Amitabh Mukherjee**
Designation: **Professor (Retail)**
Organisation Name: **Univ of Delhi**
Contact phone number: **9810187677**
Email: **amimukh@gmail.com**



No. GOR2021J1168
82961355

Stamp
Haryana Government

Date :18/10/2021


Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Sector/Ward : Na
District : Gurugram

Landmark : South city 2
State : Haryana



MOU to be submitted at Other

Memorandum of Understanding

Between

Bharati College, University of Delhi, New Delhi, India

And

Livonics Institute of Integrated Learning and Research (LIILR), a unit of Livonics Infotech Pvt Ltd, New Delhi, India

Office of the
Bharati College
(University of D. R.)
C-4, Janakpuri, New Delhi-110058



This Memorandum of Understanding (MOU) is made and entered into on the _____ day of _____ 2021 between the parties as follows.

The Parties

Bharati College, located in C-4, Janakpuri, New Delhi 110058, through its Officiating Principal Dr Rekha Sapra (hereinafter referred to as the "**Bharati College**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the First Part,

And

Livonics Institute of Integrated Learning and Research, a unit of Livonics Infotech Pvt Ltd. having its office at 313, 3rd Floor, F Block Shopping Plaza, South City 2, Gurgaon - 122018, Haryana through its Director, Mr. Amit Aggarwal (hereinafter referred to as "**LIILR**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the Second Part.

Whereas LIILR founded by Dr Anurag Mishra, M. D., who is a psychiatrist and psychoanalytical psychotherapist, and heads the Psychoanalytical Unit, Department of Mental Health and Behavioural Sciences, Fortis Healthcare, is a Delhi-based organisation;

And whereas LIILR has now launched an initiative to start a short-term course as **Psychiatry as Clinical Neuroscience**, and proposes to start this course in partnership with Bharati College, which will be a pioneering project in any Delhi University college, and at the same time will fit into its long-term vision;

Whereas Bharati College, a constituent college of the University of Delhi, has had a Counselling Centre in place for many years, providing individual counselling to students as well as staff of the College;

And whereas Bharati College is desirous of sensitizing people, especially students, regarding mental abilities, while promoting the development of employable skills;

Therefore, Bharati College and LIILR agreed upon the premises and covenants mentioned hereinafter, each individually a Party and collectively referred to as Parties, agree to work together in joint venture.

1. **Object:** To facilitate prospective learners/students interested in pursuing a Certificate Course on **Psychiatry as Clinical Neuroscience ("Certificate Course")**
2. **Certification:** On successful completion of the course by Students, Bharati College and LIILR shall issue joint certificates countersigned by the authorized persons of Bharati College and LIILR.

Rev.
Principal
Bharati College
University of Delhi
C-4, Janakpuri, New Delhi



3. **Administration:** Students will be responsible for fulfilling all financial obligations including tuition and all required fees applicable. Dr. Sonali Jain, Convenor, Counselling Centre, Bharati College, shall be Course Coordinator and shall handle all academic matters. In addition, the Bharati College may depute any member(s) of its staff to keep track of enrolment, delivery and fee collection.

4. **Certificate Course Title, Fee, Syllabus, Eligibility, and other details:** The certificate course to be run under this MoU is detailed in Annexure 1, the fee structure is given in Annexure 2. It is hereby agreed by both the Parties that the Certificate Course will only be conducted if twenty-five (25) or more students register for the Certificate Course. If this threshold is not reached, LIILR at its sole discretion can either decide to cancel the Certificate Course or to still conduct the Certificate Course. In case the Certificate Course is being cancelled due to the aforementioned reason, Bharati College shall be responsible for refunding the course fee to the respective students.

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Bharati College (20%): LIILR (80%)

The College shall, pay to LIILR its share in the following manner.

- a. 35% of the total amount payable on the commencement of classes for the Certificate Course.
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- c. 25% of the total amount payable within 15 days from the date of successful completion of the entire Certificate Course.

Taxes as per the existing Income Tax Act of India shall be levied. Bharati College shall make the payments to LIILR within fifteen (15) calendar days from the date of occurrence of the specific event as specified above in sub-clauses (a) to (c). Delays beyond the specified time period will attract an interest of twelve percent (12%) per month to be calculated from the date of default by Bharati College.

6. **Mode of Payment:** Payments to LIILR shall either be made through Account Payee cheques payable to M/s Livonics Infotech Private Limited or through electronic funds transfer (NEFT) to the following account

Account Name: Livonics Infotech Private Limited

Account Number: 50200012188401

Name and Address of Branch: HDFC Bank, DLF Phase - 1, Gurgaon

IFSC Code: HDFC0000044

7. **Printing and Stationery:** Bharati College shall make available the admission forms to the students and retain the sale proceeds, if any. Any other printed material, if required, may be printed by LIILR at its own cost.

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- A. Design and develop the structure and syllabus of the Certificate Course
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- F. Provide appropriate study materials to the students
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- H. Assess the progress of students enrolled in the course on a continuous basis
- I. Provide job placement advice to interested enrolled students
- J. Advise and recommend any modifications and upgradations that may be required in the existing Certificate Course and implement the same with the consent of Bharati College.

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- A. Allow use of the College's logo, weblinks, contact information, videos, photos, or other creatives (whether in print or electronic forms) at/in LIILR's promotional materials, websites/online activities and advertisements (whether in print or electronic forms)
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- E. Provide identity cards to bona fide students of the Certificate Course
- F. Consider revision in course fees if required, and in consultation with LIILR



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G Publish on its website and social media platforms up-to-date information about the course as per this MoU.

In the event that any part of this course is delivered in face-to-face mode, the College further undertakes to:

- a. Allot the requisite number of classrooms in its premises with requisite furniture and fixtures, electricity, fans, lighting, air-conditioning, Internet connection, projectors, instruction boards, markers, almirahs etc. to be used by LIILR for the conduct of the course;
- b. Provide its college auditorium/seminar room/ conference room/ Amphitheatre or theatre lab along with audio/video, lights, power backup and spaces within the college premises for a promotional programme once before the commencement of the Certificate Course at no extra cost;
- c. Determine the schedule of classes in consultation with LIILR;
- d. Provide support through the support staff such as peons, guards, electricians etc. for any support that may be needed by LIILR for smooth execution of the roles and responsibilities entrusted to it under this MoU.
- e. Allow entry of the enquiring prospective candidates and admitted students to Bharati College's campus.

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12. **Modification of the MoU:** This MoU may be modified by written mutual consent of authorized officials from LIILR and Bharati College.

13. **Ownership of Intellectual Property:** Intellectual property shall mean any information, literary work, inventions, computer software, semi-conductor topographies [mask works], designs [registered and unregistered] and any works in which copyright and other like rights are recognized by the prevalent laws including recorded video lectures of the faculty, course material and research reports and other works (excepting any such work when it is expressed in the form of an artistic or scholarly work), the subject matter of which is invented, discovered, created or otherwise generated in the course of undertaking, teaching and organising the course under this MoU.

The Parties agree that all intellectual property, individually developed by LIILR shall be the sole property of LIILR.

In the event that LIILR brings any prior art, owned by LIILR or any of its researchers/personnel for the MoU, LIILR agrees that it shall provide exclusive royalty free licenses of such intellectual property to Bharati College for the purposes of this MoU alone, or to the extent that such prior art is related to the MoU or becomes a part of the intellectual property during the term of the MoU.

14. **Force Majeure:** Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the *force majeure* events such as but not limited to Acts of God, War, Flood, Earthquake, Epidemics, Riots, Civil Commotion, pandemic, Government or court orders, etc., provided on such occurrence and cessation thereof the affected party shall resume its obligations under this MoU immediately after, but not later than one month after, such cessation. The period between the occurrence and cessation of such event shall be excluded while calculating the period during which the parties have to perform the obligations under this MoU. If the *force majeure* conditions continue beyond six months, the parties shall mutually decide upon the future course of action.

15. **Arbitration:** This MOU shall be governed by the Laws of India. Any dispute, controversy or claim arising out of or relating to this MOU including but not limited to its interpretation or performance or to the transactions contemplated hereunder ["Dispute"] shall be resolved by the Parties in good faith promptly by negotiation. If the Dispute has not been resolved within thirty [30] days of either Party's request for negotiation, either Party may submit the Dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any other statutory modification thereof, by three arbitrators.

The Parties shall appoint one arbitrator each. The third arbitrator shall be appointed by the two arbitrators appointed by each of the Parties. The seat of the arbitrator shall be at New Delhi, India. Subject to the foregoing, the Parties agree that the courts in New Delhi, India, shall have exclusive jurisdiction to entertain any application for interim relief under section 9 of the Arbitration and Conciliation Act, 1996.

Each Party hereby consents to a single, consolidated arbitration proceeding of multiple claims. The prevailing Party in any arbitration conducted in terms of this section, shall be entitled to recover from the other Party its reasonable attorneys' fees and other reasonable costs of arbitration.



Rev
of the
of the

SEAL OF THE PARTIES:

In witness whereof the Parties hereto have signed this MoU on this ____ day of ____ 2021.

For and on behalf of the First Party
Officiating Principal, Bharati College

[Signature]
Offg. Principal,
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-59

(with stamp / seal)

Witness 1

[Signature]
Name: POONAM KHOSLA
Designation: SR P.A.

Organisation Name: BHARATI COLLEGE
Contact phone number: 9013684095

Email:

khoslapoonam7@gmail.com

For and on behalf of the Second Party
Livonics Infotech Private Limited
Director

(with stamp / seal)

Witness 2

[Signature]
Name: Amitabh Mukherjee
Designation: Professor (Retd.)
Organisation Name: Univ of Delhi
Contact phone number: 9810187677
Email: amimukh@gmail.com





Indian-Non Judicial Stamp
Haryana Government



Date :18/10/2021

Stamp No. GOR2021J1169
No. 82961355



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Livonics infotech Pvt Ltd
Floor : 313
Age : Gurugram
81*****27

Sector/Ward : Na
District : Gurugram

Landmark : South city 2
State : Haryana



e : MOU to be submitted at Other

Memorandum of Understanding

Between

Bharati College, University of Delhi, New Delhi, India

And

Livonics Institute of Integrated Learning and Research (LIILR), a unit of Livonics Infotech
Pvt Ltd, New Delhi, India



Prof. P. K. Singh
Bharati College
(University of Delhi)
C-4, Janakpuri, New Delhi

This Memorandum of Understanding (MOU) is made and entered into on the ____ day of _____ 2021 between the parties as follows.

The Parties

Bharati College, located in C-4, Janakpuri, New Delhi 110058, through its Officiating Principal Dr Rekha Sapra (hereinafter referred to as the "**Bharati College**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the First Part,

And

Livonics Institute of Integrated Learning and Research, a unit of Livonics Infotech Pvt Ltd. having its office at 313, 3rd Floor, F Block Shopping Plaza, South City 2, Gurgaon - 122018, Haryana through its Director, Mr. Amit Aggarwal (hereinafter referred to as "**LIILR**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns of the Second Part.

Whereas LIILR founded by Dr Anurag Mishra, M. D., who is a psychiatrist and psychoanalytical psychotherapist, and heads the Psychoanalytical Unit, Department of Mental Health and Behavioural Sciences, Fortis Healthcare, is a Delhi-based organisation;

And whereas LIILR has now launched an initiative to start a short-term course as **Psychoanalytic Psychotherapy**, and proposes to start this course in partnership with Bharati College, which will be a pioneering project in any Delhi University college, and at the same time will fit into its long-term vision;

Whereas Bharati College, a constituent college of the University of Delhi, has had a Counselling Centre in place for many years, providing individual counselling to students as well as staff of the College;

And whereas Bharati College is desirous of sensitizing people, especially students, regarding mental abilities, while promoting the development of employable skills;

Therefore, Bharati College and LIILR agreed upon the premises and covenants mentioned hereinafter, each individually a Party and collectively referred to as Parties, agree to work together in joint venture.

1. **Object:** To facilitate prospective learners/students interested in pursuing a Certificate Course on **Psychoanalytic Psychotherapy ("Certificate Course")**
2. **Certification:** On successful completion of the course by Students, Bharati College and LIILR shall issue joint certificates countersigned by the authorized persons of Bharati College and LIILR.

3. **Administration:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fees applicable. Dr Sonali Jain, Convenor, Counselling Centre, Bharati College, shall be Course Coordinator and shall handle all academic matters. In addition, the Bharati College may depute any member(s) of its staff to keep track of enrolment, delivery and fee collection.

4. **Certificate Course Title, Fee, Syllabus, Eligibility, and other details:** The certificate course to be run under this MoU is detailed in Annexure 1; the fee structure is given in Annexure 2. It is hereby agreed by both the Parties that the Certificate Course will only be conducted if twenty-five (25) or more students register for the Certificate Course. If this threshold is not reached, LIILR at its sole discretion can either decide to cancel the Certificate Course or to still conduct the Certificate Course. In case the Certificate Course is being cancelled due to the aforementioned reason, Bharati College shall be responsible for refunding the course fee to the respective students.

5. **Fee Sharing, Reimbursements and Calculations:** Bharati College shall collect and share the course fee receipts for the certificate course with LIILR in the following ratio:

Bharati College (20%): LIILR (80%)

The College shall, pay to LIILR its share in the following manner:

- 35% of the total amount payable on the commencement of classes for the Certificate Course.
- 40% of the total amount payable at the completion of 50% of classes for the Certificate Course, and
- 25% of the total amount payable within 15 days from the date of successful completion of the entire Certificate Course.

Taxes as per the existing Income Tax Act of India shall be levied. Bharati College shall make the payments to LIILR within fifteen (15) calendar days from the date of occurrence of the specific event as specified above in sub-clauses (a) to (c). Delays beyond the specified time period will attract an interest of twelve percent 12% per month to be calculated from the date of default by Bharati College.

6. **Mode of Payment:** Payments to LIILR shall either be made through Account Payee cheques payable to **M/s Livonics Infotech Private Limited** or through electronic funds transfer [NEFT] to the following account:

Account Name: **Livonics Infotech Private Limited**

Account Number: **50200012188401**

Name and Address of Branch: **HDFC Bank, DLF Phase – 1, Gurgaon**

IFSC Code: **HDFC0000044**



7. **printing and Stationery:** Bharati College shall make available the admission forms to the students and retain the sale proceeds, if any. Any other printed material, if required, may be printed by LIILR at its own cost.

8. **LIILR obligations:** As part of its deliverables for the proposed association with Bharati College, LIILR agrees to:

- A. Design and develop the structure and syllabus of the Certificate Course
- B. Ensure quality delivery through in-house faculty or guest faculty engaged as required, in conjunction with Bharati College
- C. Make payment to guest faculty
- D. Release advertisements, news and press releases (in print, electronic and web media) for the promotion of the Certificate Course at its own discretion and costs, after getting the said advertisements etc. reviewed and approved by Bharati College, where such approval will not be withheld unreasonably by Bharati College.
- E. Maintain student records and assure confidentiality of the same
- F. Provide appropriate study materials to the students
- G. Conduct sessions so as to provide students practice in and exposure to live projects
- H. Assess the progress of students enrolled in the course on a continuous basis
- I. Provide job placement advice to interested enrolled students
- J. Advise and recommend any modifications and upgradations that may be required in the existing Certificate Course and implement the same with the consent of Bharati College.

For the sake of abundant caution, it is hereby clarified that LIILR or Dr Anurag Mishra do not, in any manner whatsoever, guarantee or promise any job opportunities, placements or career enhancement roles to the participants who enroll in the course organized under this MoU. However, LIILR shall undertake best efforts to facilitate placements/ opportunities for career enhancement.

9. **Bharati College obligations:** As part of its association with LIILR for the running of the course, the Bharati College agrees to:

- A. Allow use of the College's logo, weblinks, contact information, videos, photos, or other creatives (whether in print or electronic forms) at/in LIILR's promotional materials, websites/online activities and advertisements (whether in print or electronic forms)
- B. Make admission forms available at a nominal rate and use the sale proceeds, if any, for expenses related to the running of the course
- C. Collect fees for the Certificate Course, maintain proper records and account thereof, and make the same available to authorized representatives of LIILR whenever requested by LIILR.
- D. Enforce the policy that no request for refund of fees already paid will be entertained, and that no defaulting student will be allowed to attend classes
- E. Provide identity cards to bona fide students of the Certificate Course
- F. Consider revision in course fees if required, and in consultation with LIILR

upload on its website and social media platforms and to share information about the course at any time.

It is agreed that any part of the course is delivered in face-to-face mode the College premises is:

Also the requisite number of laboratories is to be provided with requisite furniture and fixtures, electricity, fans, lighting, air-conditioning, internet connection, projector, instruction boards, markers, air vents and to be used by JILF for the conduct of the course.

Provide to college auditorium, seminar room, conference room, Announcements of events etc along with audio, video, light, power backup and internet with the college premises for a promotional programme once before the commencement of the Certificate Course at no extra cost.

Devise the schedule of classes in consultation with JILF.
Provide support through the support staff such as peons, guards, electricians etc for any support that may be needed by JILF for smooth execution of the roles and responsibilities entrusted to it under the MoU.
Allow entry of the incoming prospective candidates and admitted students to Bharat College campus.

It is hereby agreed by both the Parties that JILF shall be free to conduct other educational and training programmes, similar or different to the instant course elsewhere either alone or in partnership with any other organisation.

1. Validity and Duration of Agreement: This MoU shall become effective upon signature by the authorized officials from JILF and Bharat College and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from JILF and Bharat College, this MoU shall end on 31 October 2021 or one year from the date of signing, whichever is later.

2. Modification of the MoU: This MoU may be modified by written mutual consent of authorized officials from JILF and Bharat College.

3. Ownership of Intellectual Property: Intellectual property shall mean any information, literary work, inventions, computer software, semi-conductor lithographies, literary work, inventions, computer software and unregistered and any works of lithographies (mask works), designs (registered and unregistered) and any works of which copyright and other like rights are recognised in the prevalent laws including printed notes, lectures of the faculty, course material and research reports and other work, excepting any such work which is expressed in the form of an artistic or literary work, the subject matter of which is invented, discovered, created or otherwise generated in the course of undertaking, teaching and organising the course under this MoU.

The Parties agree that all intellectual property individually developed by JILF shall be the sole property of JILF.



In the event that LIILR brings any prior art, owned by LIILR or any of its researchers/personnel for the MoU, LIILR agrees that it shall provide exclusive royalty free licenses of such intellectual property to Bharati College for the purposes of this MoU alone, or to the extent that such prior art is related to the MoU or becomes a part of the intellectual property during the term of the MoU.

14. **Force Majeure:** Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the *force majeure* events such as but not limited to Acts of God, War, Flood, Earthquake, Epidemics, Riots, Civil Commotion, pandemic, Government or court orders, etc., provided on such occurrence and cessation thereof the affected party shall resume its obligations under this MoU immediately after, but not later than one month after, such cessation. The period between the occurrence and cessation of such event shall be excluded while calculating the period during which the parties have to perform the obligations under this MoU. If the *force majeure* conditions continue beyond six months, the parties shall mutually decide upon the future course of action.

15. **Arbitration:** This MOU shall be governed by the Laws of India. Any dispute, controversy or claim arising out of or relating to this MOU including but not limited to its interpretation or performance or to the transactions contemplated hereunder ["Dispute"] shall be resolved by the Parties in good faith promptly by negotiation. If the Dispute has not been resolved within thirty [30] days of either Party's request for negotiation, either Party may submit the Dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any other statutory modification thereof, by three arbitrators.

The Parties shall appoint one arbitrator each. The third arbitrator shall be appointed by the two arbitrators appointed by each of the Parties. The seat of the arbitrator shall be at New Delhi, India. Subject to the foregoing, the Parties agree that the courts in New Delhi, India, shall have exclusive jurisdiction to entertain any application for interim relief under section 9 of the Arbitration and Conciliation Act, 1996.

Each Party hereby consents to a single, consolidated arbitration proceeding of multiple claims. The prevailing Party in any arbitration conducted in terms of this section, shall be entitled to recover from the other Party its reasonable attorneys' fees and other reasonable costs of arbitration.



WITNESSES OF THE PARTIES:

Witness whereof the Parties hereto have signed this MoU on this ____ day of ____

For and on behalf of the First Party
Sponsoring Principal, Bharati College

[Signature]
Offg. Principal
BHARATI COLLEGE
(University of Delhi)
4, Janakpuri, New Delhi-50

(with stamp / seal)

Witness 1
Name: POONAM KHOSLA
Designation: SR. P. A
Organisation Name: BHARATI COLLEGE
Contact phone number: 9013684095
Email: khoslapoonam7@gmail.com

For and on behalf of the Second Party
Livonics Infotech Private Limited
Director

(with stamp / seal)

Witness 2 *[Signature]*
Name: Amitabha Mukherjee
Designation: Professor (Retd.)
Organisation Name: Univ of Delhi
Contact phone number: 9810187677
Email: amimukh@gmail.com





सत्यमेव जयते

INDIA NON JUDICIAL

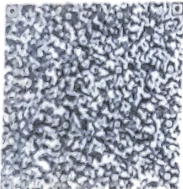
Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL97407981196479V
Certificate Issued Date : 28-Apr-2023 10:47 AM
Account Reference : IMPACC (IV)/dl965203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL96520365672224105073V
Purchased by : BHARATI COLLEGE
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BHARATI COLLEGE
Second Party : R K FILMS AND MEDIA ACADEMY
Stamp Duty Paid By : BHARATI COLLEGE
Stamp Duty Amount (Rs.) : 100
(One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL97407981196479V

Memorandum of Understanding

Between

BHARATI COLLEGE, NEW DELHI (INDIA)

AND

R K FILMS & MEDIA ACADEMY (INDIA)

This Memorandum of Understanding is made and entered into on 8th day of May 2023 between the parties as follow:

BHARATI COLLEGE
(University of Delhi)

Statutory Alert:

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

The Parties

Bharati College (a constituent college of the *University of Delhi*) located in C-4, Vidya Marg Janak Puri, New Delhi 110058 represented through its Principal, (Prof.) *Saloni Gupta*, (hereinafter referred as 'Bharati College' or 'College') which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors and assigns of the **First Part**

AND

R. K. Films & Media Academy (unit of *R. K. Educational Trust*, registered in New Delhi, India and having its registered office at 8A/8, W.E.A, Karol Bagh, New Delhi 110005) through its Director, *Mr. Deepak Bansal* (hereinafter referred as **RKFMA**) which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors assigns of the **Second Part**.

Whereas, **RKFMA** is engaged in providing skill-based courses in the fields of Media, Entertainment, Art, Design & Communications and has strength in development and delivery, innovations and marketing of technology based trainings in the said fields and has approached the College to establish an effective relationship in the larger interest of the sectors.

Whereas, **Bharati College** is desirous of imparting skills oriented training in Media & Entertainment, Digital Media and Marketing, Information Technology, Computer Science and other related disciplines for the prospective learners/students seeking to learn the skills related to this sector.

Therefore, **Bharati College** and **RKFMA**, upon the premises and covenants mentioned hereinafter, each individually a Party, and collectively referred to as Parties, agree to **work together in joint venture** for running add-on course(s) of **Bharati College**, to be offered and conducted through offline and online modes, in terms as below:

1. **OBJECT:** To introduce and facilitate prospective learners/students interested in pursuing Add-On Courses of **Bharati College** offered in association with **RKFMA** as per this MoU and as per attached annexure(s).
2. **CERTIFICATION:** On successful completion of such course(s) by learner(s), **Bharati College** & **RKFMA** shall award joint certificate(s) of the course(s) completed, countersigned by the authorized person(s) of **Bharati College** & **RKFMA**.
3. **ADMINISTRATION:** Students will be responsible for fulfilling all financial obligations, including tuition and all required fee applicable for the course(s) of their respective choice. **Bharati College** may, at its option, appoint any of its staff or faculty members to act as representatives from its College as course coordinators and key officers from College to keep track of the enrolments for the courses, its proper delivery/ training by **RKFMA**, fee collections, etc. to safeguard the interest of all concerned.

Saloni Gupta
Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpur Page 2 of 9

Deepak Bansal
R.K. Films & Media Academy
Director

4. **ADD-ON COURSE(S) TITLE, FEE, SYLLABUS, ELIGIBILITY, & OTHER DETAILS:** The add-on course to be run under this MoU & their respective fee, are detailed in *Annexure 1* attached respectively.

5. **FEE SHARING, REIMBURSEMENTS & CALCULATIONS:** Bharati College shall collect and share the course fee collected for the add-on courses with RKFMA in the following ratio(s):

5.1 For course(s) to be offered offline (i.e. in College's Campus):

5.1.1 if student strength exceeds 20, then fee shall be shared in following ratio

BHARATI COLLEGE (30%) : RKFMA (70%)

College's entitlement being 30% and RKFMA's entitlement being 70%

5.1.2 if student strength is upto 20, then fee shall be shared in following ratio

BHARATI COLLEGE (20%) : RKFMA (80%)

College's entitlement being 20% and RKFMA's entitlement being 80%

5.2 For course(s) to be offered online (i.e. in virtual medium):

BHARATI COLLEGE (10%) : RKFMA (90%)

College's entitlement being 10% and RKFMA's entitlement being 90%

In either/any of the situations above (i.e. from serial no 5.1 to 5.2) the College shall, after receiving the fee(s), shall pay to RKFMA its share in following manner:

- a) **First installment of 40%** of RKFMA's share: **at the start/ commencement of classes**
- b) **Second installment of 40%** of RKFMA's share: **on completion of 50% of classes and**
- c) **Final balance of 20%** of RKFMA's share: **on final completion of the course** and before award of certificate to the student.

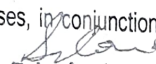
The taxes as per the existing Income Tax Act of India & GST Act, if applicable, shall be levied.


6. **PRINTING AND STATIONARY:** Bharati College shall make available the admission forms for the students and retain its sale proceed with it. Any other printed material, if required, may be printed by RKFMA at its option and its own costs.

7. **RKFMA OBLIGATIONS:** As a part of its deliverables for the proposed association with the Bharati College, RKFMA agrees to:

7.1. To design and develop the syllabus, curriculums, structure of the add-on courses.

7.2. Quality delivery of all add-on courses as per this MoU and engage the required faculty as per the need of such add-on courses, in conjunction with Bharati College and out of the share received from the College.


Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-110055

for R.K. Films & Media Academy

Auth. Sign. of R.K. Films & Media Academy

- 7.3. RKFMA can release advertisement(s), news and press releases (in print, electronic, web media) for the promotion of the add-on courses at own discretion and costs, after having the said advertisements reviewed and approved by Bharati College
- 7.4. Maintain student's records and confidentiality of the same.
- 7.5. To conduct sessions at RKFMA (if needed) for students' practice in and exposure to live projects/ academic training.
- 7.6. To effectively complete Add-on Course(s) as per this MoU
- 7.7. To assess the student progress enrolled in the course on continuous basis and in consultation with the College, if needed.
- 7.8. To offer assistance to students in getting work opportunities
- 7.9. To advise and recommend any needed additions in number of add-on courses, advise and recommend modifications and upgradation(s) that may be required in the existing add-on courses and implement the same accordingly with the consent of the College.

8. BHARATI COLLEGE OBLIGATIONS

- 8.1. Allow use of College's logo, web-links, contact information, videos, photos or other creatives (whether in print or electronic forms) at/in RKFMA promotions materials, websites/online, activities and advertisements (whether in print or electronic or digital media forms).
- 8.2. Allot needed number of classroom(s), computer lab(s) in its premises with requisite furniture and fixtures, electricity, fans, lighting, internet connection, projectors, instruction boards/ markers, almirah(s) etc. to be used by RKFMA for the training of students enrolled in add-on courses of the College.
- 8.3. Provide its College Auditorium/Seminar/Conference Room/ Amphitheatre or Theatre Lab(s) along with audio/video projections/lights/power-backup and spaces within its premises for the promotion once before the commencement of the course to be done by RKFMA, at no extra costs.
- 8.4. The College shall also make admission forms available at a nominal rate. The proceeds of the same shall be used for various expenses to run the course.
- 8.5. To provide to RKFMA, access to enquiry forms / registration forms/ contact details of the enquiries related to add-on course(s) whether received offline or online on daily basis, for effective follow-up by RKFMA.
- 8.6. The College shall provide Identity cards to bona-fide students of the course at its own cost(s).
- 8.7. Collect fee for the add-on courses and maintain proper record and account of its affair at the College. The same shall be made accessible to authorized representative of RKFMA.
- 8.8. Determine the schedule/timings of the classes of add on courses to be run by RKFMA, with mutual consent.
- 8.9. To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the support that may be needed by RKFMA in smooth execution of the roles and responsibilities entrusted.
- 8.10. To allow the entry of the enquiring/ prospective candidates and admitted students for the courses to be run in association with RKFMA

Principal
BHARATI COLLEGE
Page 4 of 8
C-4, Janakpuri, New Delhi-110058

Anshu Sharma, Director
RKFMA Academy

- 8.11. To enforce upon students that no refund of fees, already paid by them, shall be entertained. Also not to allow/permit defaulting candidates to attend the classes.
- 8.12. To consider revision in course fee, in mutual consent with RKFMA or advised by RKFMA from time-to-time.
- 8.13. To publish on its website(s) and other social media platforms up-to-date information(s) of courses as per this MoU. RKFMA may be given access for on-page optimization on the College's website to assist in digital media and online promotions.
- 8.14. To provide air-conditioned computer lab with internet connectivity to in order to accommodate atleast 40 students at-a-time.

9. RKFMA shall continue with its educational/ training activities elsewhere as well.

10. **VALIDITY AND DURATION OF AGREEMENT:** This MOU shall be effective immediate upon the signature of the parties and shall remain in force initially for a period of two (2) years. The duration of this MOU can be extended for further duration with mutual consent.

11. **MODIFICATION TO THE MOU:** The MOU can be modified through mutual written consent of the parties to this MOU.

12. **FORCE MAJEURE:** Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike, Lockouts, Epidemics, Pandemics, Lockdowns, Riots, Civil Commotion etc. provided on such occurrence and cessation thereof, the other party immediately after, but not later than one month of such occurrence and/or cessation, shall restart its obligation under this MoU. The period between the occurrence and cessation of such event will be excluded while calculating the period during which the parties have to perform the obligations under this MOU. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

13. **ARBITRATION:** In the event of a dispute between Bharati College and RKFMA arising out of, or relating to this agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations. In case of any disagreement and dispute, if the parties fail to mutually resolve the issue; both parties shall appoint an arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act. Further, in case the parties failed to resolve the dispute; this agreement shall be governed by and construed in accordance with the law within the state of Delhi, India.

S. L. Singh
Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-110058

R. K. Films & Media Academy
[Signature]
As Contd. to Page 6

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this MOU on this _____ day of _____ 2023 mentioned herein before at New Delhi.

For and On behalf of First Part


(Prof.) Saloni Gupta

Principal

Bharati College

(with stamp / seal)

Principal
BHARATI COLLEGE
(University of Delhi)
Janakpuri, New Delhi - 110056

Witness 1:

Name:

Prof. Mala Rani

Designation:

Coordinator, Short-term Courses

Organization Name:

Bharati College

Contact #:

98 730 33440

For and on behalf of Second Part

for R.K. Films & Media Academy


Deepak Bansal

Director

R. K. Films & Media Academy

(with stamp / seal)

Witness 2:

Name: Nikhil Bansal

Designation: Chartered Accountant

Organization Name: RK Educational Trust

Contact #: 9999-496-878



भारतीय प्रौद्योगिकी संस्थान मुंबई
पवई, मुंबई-400 076, भारत

Indian Institute of Technology Bombay
Powai, Mumbai-400 076, India

दूरभाष/Phone : (+91-22) 2572 2545

फैक्स/Fax : (+91-22) 2572 3480

वेबसाइट/Website : www.iitb.ac.in

IIT Bombay

LETTER OF ASSOCIATION

Ref.No. STIITB/2022/840

Date - 6/02/2023

To
The Principal,
Bharti College,
C-4, Janak Puri, New Delhi - 110058

We are happy to announce the **ASSOCIATION of Knowledge Partner** Spoken Tutorial Program, IIT Bombay with **Bharti College**. Your College is officially now an **Academic Partner of IIT Bombay Spoken Tutorial**. The Program is a part of the National Mission on Education through ICT, MoE, Govt. of India, to spread IT Literacy all over India. We are promoting the learning and usage of Free & Open Source Software (FOSS), through an Audio-Video teaching tool, viz, 'Spoken Tutorial'.

We support and motivate Colleges to train students on Basic Computer Skills, Software and IT. The course and the training is offered for **Rs. 25,000/-** per year to all the Colleges. **This letter is issued for January 2023 to June 2023 to Bharti College and will be renewed after 6 months based on learners trained in the College.**

Looking forward to many enrollments from the College. You are making an outstanding contribution of using ICT based teaching and learning methodology for students of your College.

For and On behalf of
Spoken Tutorials,
Indian Institute of Technology, Bombay

Akanksha Saini



Mrs. Akanksha Saini
National Coordinator
Spoken Tutorial Project, IIT Bombay