

## BHARATI COLLEGE

( UNIVERSITY OF DELHI ) C-4, JANAKPURI, NEW DELHI - 110058

Ref. No	Dated	
BC/2010/	25 February 2010	

Sir

As decided in the Committee on Computerization in its meeting of 16<sup>th</sup> January 2010, Saturday, kindly accord sanction to sign an agreement with MGRM so that They can implement their e-governance programmes. Minutes of the above meeting are enclosed.

Dr Promodini Varma Principal

Phone: 25547328 Telefax: 25547380

Mohd. Shamim Akhtar Chairman

Note: Principal Should Signer Ite Mov on behalf of the College.



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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Undertaking is made on 4th May, 2010 between the Bharati College University of Delhi, acting through The Principal situated at C-4, Janak Puri, New Delhi-110058, India (hereinafter called the "College" which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns etc.) of the First Part and MGRM NET LTD. a company incorporated under the Companies Act 1956 and having its Head Office at C-6/5, Safdarjung Development Area, New Delhi – 110016 India (hereinafter called "MGRM") which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns etc.) of the Second Part.

Whereas MGRM has submitted a proposal for implementation of its Educational E-Governance Initiative for the College aimed at bringing Educational E-Governance for the College and creating greater levels of transparency and member/user participation in the College's Educational policies and programs and providing a user-centric platform to run various applications that directly and indirectly benefit all the

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constituents of governance to improve further teaching-learning processes & Administration leading to raising of academic standards and to take this great heritage Institution towards excellence. Strengthening the overall interfaces of the system comprising of institution, management, faculty, students, parents and alumni, University of Delhi, Directorate of Higher Education, UGC & other Government or regulatory authority directly & indirectly related to the college.

> And whereas the College has evaluated the said proposal and that after thorough evaluation of the proposal, College recognizes the benefits of implementing the Education E-governance system.

> And whereas the implementation of the Educational E-Governance System is a unique opportunity for the College, addressing the Educational E-Governance requirements of the College. To that end, the College and MGRM agree to implement the said system, which is a College Expert System on the terms and conditions as set forth in this MOU.

> And whereas the College and MGRM have agreed to enter into this Memorandum of Undertaking (MOU) as on the date last written below.

> NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

### I. SCOPE OF THE PROJECT

The overall scope of the project is to provide an Educational E-Governance System for the College in order that the benefits of E-Governance reach across to each and every element of the Educational System, based on the policies and procedures of the College by deploying the College Expert System.

#### II. STAGES OF IMPLEMENTATION

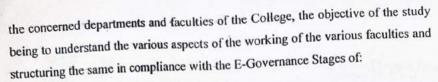
1) Requirements Capture for Educational E-Governance - MGRM shall conduct a requirements capture to ascertain the existing Educational policies, programs and practices of the College. This study would be conducted across all

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- Information
- Interaction
- . Transaction
- Transformation

The study would entail gaining an understanding into the following:

- Organizational Hierarchy of the Authorities
- Geographic divisions of the Departments/Sections/ Institution covering the various offices.
- Job Responsibilities and Descriptions.
- Functions of the College/ Departments/ Faculties.
- Process workflow pertaining to each function.

During this study, MGRM shall also ascertain the existing systems infrastructure available with College i.e. the existing hardware, software applications and also the services, support and training provided to the general public i.e. workers, employees, teachers, parents, students, {University, UGC, Directorate of Higher Education (Institutions)} etc.

2) Implementation Plan - After completion of the Requirements Capture, MGRM shall chalk out an Implementation Plan comprising all the phases / stages of implementation and outlining the scope, infrastructure requirements, timelines, etc. In terms of the Implementation Plan chalked out by both the parties, the project will then be rolled-out in a phased-manner to the designated faculties, departments, sections, institutions etc. on an Institution-wide basis.

## III. COMMERCIALS:

- 1) Application Cost
- A The Cost of Concept, Design, Architecture, Framework and Implementation of the Educational E-Governance system is approximately INR 50 Crores, which shall be undertaken by MGRM.
- B The College, on its part, shall service the cost of the project by offering



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- (i) Charges for software exe deployment at College Rs.5,00,000/- (Rupees Five lacs only), which again shall be undertaken by MGRM.
- (ii) An OMVCard cost of INR 380/= per user (a one time cost for a student user, lasting the entire duration of his/her course and for other users, lasting for a period of 5 years) providing a user with an identity and according him/her with his/her due rights for participation in the e-governance programmes like Students & Alumni of the college. For the management and employees (including Ex-employees) of the college the validity of the OMV card shall be for life or till the operation of the system is inforce.

### 2) Services Charge:

- (a) There will also be a nominal User License Fee of INR 500 per annum charged per user for all services availed under the Educational E-Governance Initiative. Inclusive of all taxes if any at present & in future.
- (b) Governing Body members & Group 'D' employees, Contract Staff and alumni shall be exempted from the service charges/user license fee.

## 3) Payments Schedule:

- (a) Charges for the Online Multi Domain Value (OMV) Cards shall be payable in two equal installments. 50% of the charges shall be payable at the beginning of the new academic year 2010 and the balance 50% will be paid after delivery of cards.
- (b) Payments towards the User License Fee shall be payable in July, August and September as students take admission.

However Rs 10,000.00 will be released immediately after signing of MOU

(C) Rs.25,000.00 which will be released on implementation of Internal Assessment.



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#### IV. DURATION:

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The term of this Agreement shall be time-period based. It shall be for a period of 10 years, with provision for further renewal by mutual consent.

However, in case any party fails to perform its responsibility as set out herein, this MOU can be terminated by giving six months notice on either side.

#### V. RESPONSIBILITIES OF MGRM:

That MGRM undertakes: -

- 1 To ascertain the systems requirements for the project.
- 2 To implement the Educational E-Governance System across all Departments & Sections under the College.
- 3 To deploy M-Star application at 10 nodes in the College.
- 4 To provide MGRM Net's proprietary Online Multi Domain Value Card (OMV) Card, a card with single or multiple functionalities together with its own operating system as may be agreed upon based on the functionalities, such as
  - i Students such as Records, Attendance, examination Results etc.
  - ii Teachers such as Records, Student Attendance, Time Table, Leave, Salary details etc.
  - iii Non-Teaching Staff- such as Records, Attendance, Leave, Salary etc
  - iv Library and Office- such as Library records, Personnel records, Accounts, Purchase, Inventory, financial statement etc
- To provide for M-Star System which would include an OMV card driven integrated it system capable of delivering online and offline functionalities/applications as mutually agreed upon covering the various facets of the institutional functioning and its key constituents i.e. the institution management, administration, parents, teachers, students and the alumni.
- To appoint a Project Coordinator for the purpose of coordinating with the College, it's Departments, Sections, Faculties, Institutions etc., with any issues regarding the Project and the implementation of this College Expert System. The coordinator shall be available in the college during the college hours for six months or till the total implementation and the smooth functioning of the systems which ever is earlier. The coordinator shall also be available on call if thereafter



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required. Assistance shall be provided by the official of MGRM to complete transfer of old data into the new system and report generation. However, after two years if need arises, College may advise MGRM to depute a full time M-Star certified professional for hand holding support on mutually agreed terms and conditions.

- 7 To impart training to the users of the System as and when required.
- 8 To provide trouble shooting support as and when required.
- 9 To take and preserve data backup at regular intervals.
- To roll out the Educational E-governance services as per the agreed plan. To provide the list & estimate of infrastructure required apart from the infrastructure already available with the college.
- 11 To provide the facility to the user to import and export the data on MS word and Excel for creating different types of reports required by the college.
- To ensure reports generated by the M stare system or E-Governance System for the college shall carry the name and logo of the college. In case of need the logo of the college and of the University of Delhi where required will be used with the prior permission of the college.

## VI. RESPONSIBILITIES OF COLLEGE:

The College undertakes: -

- 1 To provide relevant liaison personnel, coordinators, infrastructure, connectivity, information, data, documents as required by College MGRM to run the System.
- 2 To cooperate with MGRM during Requirements Capture phase by giving access to documents, policies, programs, practices, business rules, data, with respect to the various Departments Sections & Faculties.
- 3 To permit MGRM's start of the System in the designated Departments, Faculties, and Sections etc.



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- 4 To appoint a Project Coordinator or Designate an Apex Official empowered through a formal Order and charged with the responsibility of day-to-day operations and as a point of contact with MGRM.
- 5 To ensure deployment of Educational E-Governance System across all departments, faculties and sections under its ambit.
- 6 To issue instructions as may be required to implement the System including the OMV Card to all elements of Educational System.
- 7 To ensure the availability of the necessary resources with the departments, sections, etc. to enable MGRM to implement and maintain its system.
- 8 To provide support to MGRM in implementation and running the system smoothly.
- 9 To make the payment to MGRM for designing the web site on the agreed terms and the payment shall be made on completion of the web site.

## VII Rights of the College:

- 1 The College shall have the right to receive for the consideration effected, MGRM Net offering including the functionalities as mentioned in the CRC document.
- 2 The College shall also have the right to receive any latest version and upgrades of technology solution that MGRM Net shall deem relevant and offer, without any additional cost and conditions, at the time when these upgrades are being made available.
- 3 The College shall have the right to receive the System with good standards and quality as is reasonably expected.



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- 4 The College shall have inbuilt right to use the MStar Expert System, the release version of which is to be determined by the MGRM, for mutually agreed functionalities.
- 5 The College shall have the access rights for web based services for its constituents directly whether such services are provided directly by MGRM or not.
- 6 The College shall be a part of the service network of MGRM.

#### VIII. INTELLECTUAL PROPERTY RIGHTS:

That all intellectual property rights including copyrights, designs and trade-marks in relation to the IT applications, software products, value cards, card applications, systems, etc., used in the Project shall belong to MGRM and neither the Institution nor any other party shall have any right thereto. Additionally, all discoveries, developments, inventions, etc., made in performance of this Memorandum of Understanding shall be the joint property of MGRM and College but MGRM will not use the same for any other party without the consent of the College.

#### IX. PENALTY:

- If MGRM fails to deliver the OMV Cards as per the implementation plan referred to in II (2) above, The college may levy a penalty @ 1% per month of delay on Costs attributable to delayed OMV Card subject to the total penalty not to exceed 10% of Costs attributable to delayed OMV Cards.
- 2 If MGRM fails to deliver any other deliverables as per the implementation plan referred to in II (2) above, the college may levy a penalty @ 1% of monthly Service charges per month of delay subject to the total penalty not to exceed 10% of monthly service charges.
- 3 In case the delay is on account of non-performance of any obligation by the college or incomplete / inconsistent information submitted by the college, then such number of days shall be excluded from the above calculation while calculating the delay period as per (1) & (2) above.



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## X. PERFORMANCE GUARANTEE:

MGRM shall provide a performance guarantee in shape of Bank Guarantee or Fixed Deposit Receipt equal to the amount of Rs. One lakh in favour of the college and will be renewed on year to year basis subsequently. The college may encash the Bank Guarantee in the event of MGRM failing to meet it's obligations. However, before taking such step, the college shall ensure that MGRM's non performance is not on account of non performance of the College.

### XI. INDEMNITIES:

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Both parties shall indemnify each other:

- Against any damage or loss arising out of hacking, attempt to unauthorized break into or intrusion of the system.
- From loss, liability or expenses (including lawyers fee) that it may incur due to
  any negligent act or omission or willful misconduct of the other, its
  employees, or agents or breach of warranty, conditions or representation by
  the either party.

## XII. MISCELLANEOUS PROVISIONS:

- That no change, amendment or modification of any provision of this Memorandum of Understanding shall be valid, unless set forth in a written instrument signed and agreed by both the parties.
- 2 That if any portion of this Memorandum of Understanding is unenforceable in whole or part, such holding will not affect the validity of the remaining enforceable portions of the provision or any other provisions of this Memorandum of Understanding. However, the parties will endeavor in good faith to substitute for such an unenforceable provision, a lawful provision that most closely approximates its purpose.
- 3 That the parties hereto agree that they shall work in the spirit of mutual cooperation and goodwill and endeavor to meet each other's obligations in a



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healthy and positive way so that misunderstandings and differences are eliminated.

- That neither party is an agent, representative or partner of the other party. Neither Party shall have any right, power, authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind the other party. This Memorandum of Understanding shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 5 That neither party would be liable for any failure or delay in performing any obligation under this Memorandum of Understanding that is caused by reasons or circumstances constituting force-majeure.
- 6 That both the Parties consent to the application of the Laws of New Delhi, India, to govern, interpret and enforce, all of their respective rights, duties and obligations arising from or relating in any manner to, the subject matter of agreement, without regard to conflict of law principals.
- 7 That in the event of any dispute between the parties to this Memorandum of Understanding touching its terms and conditions, the same shall be referred to for the arbitration comprising of three arbitrators, one each to be nominated by either party and the third one to be appointed by consent of the two arbitrators who would prefeblly be an expert in the field of IT.
- 8 The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

## XIII. ASSIGNMENT:

Neither College nor MGRM shall assign their rights/duties under this Memorandum of Understanding to a third party without the written consent of the other party.



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This Memorandum of Understanding shall ensure to the benefit of and be binding upon the permitted successors and permitted assignees of the parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding as on the date(s) set out below:-

Signed on the 24th day of May, 2010 at New Delhi.

Mrs Alka Kumar Vice President MGRM Net Ltd. C-6/5 Safdarjung-Development Area New Delhi-110016

Dr (Mrs) Promodini Varma Principal Bharati College (University of Delhi) C-4, Janak Puri New Delhi-110058

Witnesses

Mr Harbaksh Ghumman General Manager Marketing

MGRM Net Ltd.

C-6/5 Safdarjung Development Area

New Delhi-110016

Witnesses

Mrs Romila Aggarwal

Associate professor

Deptt of Commerece

Bharati College

(University of Delhi)

C-4, Janak Puri

New Delhi-110058

Witnesses

Ms. Aanchal Gupta

Assistant Manager (Business Development)

MGRM Net Ltd.

C-6/5 Safdarjung Development Area

New Delhi-110016

Witnesses

Administrative Officer

Bharati College (University of Delhi)

C-4, Janak Puri

New Delhi-110058

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ADDENDUM TO MOU DATED 24TH DAY OF MAY, 2010

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This Addendum to the existing MEMORANDUM OF UNDERSTANDING dated 24<sup>TH</sup> DAY OF May 2010 ("MOU") by and Between Bharati College, University of Delhi, situated at C-4, JanakPuri, New Delhi-110058 ("College"), and MGRM Net Ltd. having its Registered office at C-6/5, Safdarjung Development Area, New delhi-110016("MGRM") collectively known as parties, has been made on this date of 11 July 2012 ("Addendum Effective Date").

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Where as both the parties to the Memorandum of Understanding dated 24<sup>th</sup> May 2010 are desirous of making changes and/or additions and have the Authority to modify the said "MOU"

Where As the purpose of this Addendum is to revise and supplement the service charges and to exempt the college staff from service charges and also to adopt a new billing cycle to the existing

exempt the college staff from service dialges and May 2010 executed between College & MGRM, as Memorandum of Understanding dated 24<sup>th</sup> day of May 2010 executed between College & MGRM, as per the discussion held between the parties,.

Where As parties have agreed to make the following changes and/or additions, replace by adding in the clause III. Commercials (2) Service Charges & (3) Payments Schedule (b), of the Memorandum of Understanding dated 24<sup>th</sup> May 2010 and same be accepted unequivocally.

Now therefore in consideration of the promises and other good & valuable consideration set forth herein , the parties, intending to be legally bound hereby do promise and agree that clause III. Commercials (2) Service Charges & (3) Payments Schedule (b), of the Memorandum of Understanding dated 24<sup>th</sup> May 2010 be replaced by followings:

#### 1. III. Commercials

2. Service Charges:

(a) College has agreed to pay user license fee of INR550 per annum per user inclusive of taxes to MGRM for the services availed under the Educational E-Governance Initiative.

Principal
MARAT COLLEGE
(University of Collis)
L. And Pari, New Collis 110056

- College staffs Teathing & Non Teaching) are exempted from annual service (b) charges/user license fee only.
- Payments Schedule: 3)
- The parties have agreed to adopt and follow the annual service Billing cycle from (b) July to June payable in advance, and College has agreed that MGRM shall raise its invoice in the month of July every Year. The first installment of which (50%) shall be payable by 15th August in the current year and the second and final installment (Rest 50%) shall be payable by the 15th February of the next year.
- This addendum shall be an integral part of the Memorandum of Understanding dated 24th 2. May 2010 and all the expression and terms defined or used in the Memorandum of Understanding dated 24th May 2010 shall have the same meaning in this Addendum.
- This Addendum to the Memorandum of Understanding dated 24th May 2010 applies with respect to Service charges & Payment schedule, and Parties agree that wherever there is 3. any conflict between this Addendum and MOU dated 24th May 2010, the provision of this Addendum shall be paramount and control the Memorandum of Understanding dated 24<sup>th</sup> May 2010, and shall be construed accordingly.

In witness whereof, the parties hereby have put there signature and has executed this Addendum.

Bharti College

MGRM Net Ltd.

Name: 12 Promodini, Varn

Title: [ Principal ]

Date: 4.7.2012

Authorised Signatory MUKUL SWAROOP

Name: MGRM Net Ltd.

Title: [ C 0 0

Date: 3RD JULY 2012

To original Addendum has been executed and together constitute the same Addendum.

One original Addendum: with the College and one with MGKM Add. NATHER BHARATI COLLEGE (University of Doini)



## **INDIA NON JUDICIAL**

## **Government of National Capital Territory of Delhi**

## e-Stamp

#### सत्यमेव जयते Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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- 02-Nov-2020 05:03 PM
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- SUBIN-DLDL-SELF08878788085615S
- HITACHI MGRM NET LIMITED SUJAGYA DAS SHARMA
- Article 5 General Agreement
- GENERAL AGREEMENT BETWEEN HITACHI MGRM NET LTD. AND **BHARATI COLLEGE**
- (One Hundred only)
- HITACHI MGRM NET LIMITED
- BHARATI COLLEGE
- HITACHI MGRM NET LIMITED
- (One Hundred only)



## SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT

....Please write or type below this line.....

Services Agreement between Hitachi MGRM Net Limited and Bharati College



- The authenticity of this Stamp certificate should be verified at 'www.shcitestamp.com' or using e-Stamp Mobile App of Stock Holding. 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.

#### SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered at New Delhi into as of 25<sup>th</sup> Day of May 2020 ("Effective Date") & Other terms and conditions will be same as per original MoU dated 24.05.2010 and addendum dated 03.07.2012.

#### BY & BETWEEN:

BHARATI COLLEGE, UNIVERSITY OF DELHI, a College under University of Delhi, acting through The Principal and situated at C-4 Janak Puri, New Delhi- 110058, hereinafter referred to as "College" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

#### AND

HITACHI MGRM NET LTD., a Company incorporated under the Companies Act, 1956, having its registered office at C-6/5, Safdarjung Development Area, New Delhi-110016, hereinafter referred to as "Hitachi MGRM" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns).

Both College and Hitachi MGRM are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

Whereas, Hitachi MGRM has submitted a proposal for implementation of its Educational E-Governance initiative for the College aimed at bringing Educational E-Governance for the College and creating greater levels of transparency and member/user participation in the College's Educational Policies and programs and providing a user centric platform to run various applications that directly and indirectly benefit all the constituents of governance to improve further - the learning processes and Administration leading to raising of academic standards and to take this heritage institution towards excellence. Strengthening the overall interfaces of the system comprising of institution, management, faculty, students, parents and alumni, University of Delhi, Directorate of Higher Education, UGC &other Government or regulatory authority directly or indirectly related to the College.

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WHEREAS the implementation of the Educational E- Governance System is a unique opportunity for college, addressing the Educational E- Governance requirements of the College. To that end, the College and Hitachi MGRM agree to implement the said system, which is a College Expert System on the terms and conditions as set forth in this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

## I. SCOPE OF THE PROJECT

The overall scope of the project is to provide an Educational E-Governance System for the College in order the benefits of E-Governance reach across to each and every element of Educational System, based on the policies and procedures of the College by deploying the College Expert System.

### II. COMMERCIALS

#### 1. OMV Cards

The College, on its part, shall service the cost of the project by offering an OMV Card (a onetime cost for a student user, lasting the entire duration of his/her course and for other users for a period of five years) providing a user with an identity and according to him/her with his / her due rights for participation in the e-governance programs like students and alumni of the College. For the management and employees (including ex-employees) of the college validity for OMV card shall be for life or till the operation of the system in force. The Commercials of OMV card will be as follows:

- a. New OMV cards Rs. 320 per user
- b. Duplicate OMV cards Rs. 275 per user
- c. Rates are inclusive of all taxes as applicable from time to time

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### 2. Service Charges:

- (a) There will be a nominal User License Fee of INR 550 per annum) charged per student for all the services availed under the Educational E-Governance Initiative. Inclusive of all taxes, if any, at present and in future.
- (b) As a special offer to the College, Hitachi MGRM will continue to bear the cost of 'User License Fee' for all the Staff Members which includes Governing Body Members, Teaching Staff, Non-Teaching Staff vis-à-vis Admin Staff, Group D Staff, Contractual Staff, Alumni etc.

#### 3) Payments Schedule

- a) Charges of Online Multi Domain Value (OMV) cards shall be paid after receiving the OMV cards at the College.
- b) Service Charges payable in two installments, i.e., every July and March.

### III. DURATION

The term of this Agreement shall be time-period based. It shall be for a period of 3 years from the effective date i.e. 25<sup>th</sup> May 2020 till 24<sup>th</sup> May 2023 with provision to further renew by mutual consent. If any party fails to perform its obligations set out in this agreement, this agreement can be terminated by giving 6 months' notice period on either side.



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#### IV. RESPONSIBILITIES OF HITACHI MGRM

That Hitachi MGRM undertakes:-

- 1. To implement the Educational E- Governance System across all Departments & Sections under the College. The detailed deliverables are attached in Annexure A of this agreement.
- To provide Hitachi MGRM Net's proprietary Online Multi Domain Value Card (OMV) Card, a card with single or multiple functionalities together with its own operating system as maybe agreed upon based on functionalities, such as
  - i) Students-such as Records, Attendance, examination Results etc.
  - ii) Faculty- such as Records, Student Attendance, Time Table, Leave, Payslip, Salary details, etc.Non-teaching Staff- such as Records, Attendance, Leave, Salary, etc.
  - iii) Library and Office- such as library records, Personnel records, Accounts, Purchase, Inventory, financial statements, etc.
- 3. To provide M-Star System which would include an OMV card driven integrated IT system capable of delivering online and offline functionalities/applications is mutually agreed upon covering the various facets of the institutional functioning and its key constituents i.e. the institution management, administration, parents, teachers, students and the alumni.
- 4. To appoint a project coordinator for the purpose of coordinating with the College, it's Departments, Sections, Faculties, and Institutions etc. with any issues regarding the Project and the implementation of College Expert System. The coordinator shall also be available on call if thereafter required.
- 5. To impart training to the users of the system as and when required.
- 6. To provide trouble shooting support as and when required.
- 7. To take and preserve data backup at regular intervals.
- To provide the facility to the user to import and export the data on MS word and MS
  excel for creating different types of reports required by the College.
- 9. To ensure reports generated by the M-star system or E-Governance System for the College shall carry the name and logo of the College. In case of need of the logo of the University of Delhi, where required, will be used with prior permission of the College.

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## V. RESPONSIBILITIES OF COLLEGE

The College undertakes:-

- To provide relevant liaison personnel, coordinators, infrastructure, connectivity, information, data, documents as required by Hitachi MGRM to run the system.
- To cooperate with Hitachi MGRM during requirements capture phase by giving
  access to documents, policies, programs, practices, business rules, data with respect
  to various departments, sections and faculties.
- To appoint a Project coordinator or designate an apex official empowered through formal order and charged with the responsibility to day to day operations and as a point of contact with Hitachi MGRM.
- To ensure deployment of Educational E-governance system across all departments, faculties and sections under its ambit.
- 5. To ensure availability of the necessary resources within the departments, sections etc. to enable Hitachi MGRM to implement and maintain its system
- 6. To provide support to Hitachi MGRM in implementation and running the system smoothly.

#### VI. RIGHTS OF THE COLLEGE

- 1. The College shall have the right to receive the System with good standards and quality as is reasonably expected.
- The College shall have the right to receive any latest version and upgrades of technology solution that Hitachi MGRM shall deem relevant and offer, without any additional cost and conditions, at the time when these upgrades are being made available,
- The College shall have inbuilt right to use M-Star College Expert System, the release version of which is determined by Hitachi MGRM for mutually agreed functionalities.
- 4. The College shall have access rights for web based services for its constituents directly whether such services are provided by Hitachi MGRM or not.
- 5. The College will be a part of the service network of Hitachi MGRM

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## VII. INTELLECTUAL PROPERTY RIGHTS

- 1. For the purpose of this Agreement, "Intellectual Property Rights (IPR)": means all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright, database right, unregistered design right, trade names, business names, rights in the software, domain names, know-how and any other intellectual property right in each and every part of the world together with all applications, renewals, and extensions.
- All IPR, proprietary rights, authorship rights and all other rights of whatsoever
  nature that is owned and belongs to Hitachi MGRM in whatever form or medium
  shall vest in and shall remain vested in Hitachi MGRM perpetually.
- All discoveries, developments, inventions, etc. made in performance of this
  agreement shall be the joint property of Hitachi MGRM and the College but
  MGRM will not use the same for any other party without the consent of the
  College.

#### VIII. PENALTY

- If Hitachi MGRM fails to deliver the OMV cards timely, the College may levy a
  penalty @1% per month of delay on Costs attributable to delayed OMV Card
  subject to the total penalty not exceeding 10% of Costs attributable to the delayed
  OMV Cards.
- 2. If Hitachi MGRM fails to deliver any other deliverables timely, the College may levy a penalty @1% per monthly Service Charges per month of delay subject to the total penalty not exceeding 10% of monthly service charges.
- 3. In case the delay is on account of non-performance of any obligation by the College or incomplete/ inconsistent information submitted by the College, then such number of days shall be excluded from the above calculation while calculating the delay period as per (1) and (2) above.

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#### IX. PERFORMANCE GUARANTEE

Hitachi MGRM shall provide performance guarantee in shape of Bank Guarantee or Fixed Deposit Receipt equal to the amount of Rs. One Lakh in favour of the College and will be renewed on year to year basis subsequently. The College may encash the Bank Guarantee in the event of Hitachi MGRM failing to meet its obligations. However, before taking such step, the College shall ensure that Hitachi MGRM's non-performance is not on account of non-performance of the College.

#### X. INDEMNITY

Both Parties indemnify each other:

- Against any damage or loss arising out of hacking, attempt to unauthorized break into intrusion of the system.
- From loss, liability or expenses (including lawyer fee) that maybe incurred due to any negligent act or omission or wilful misconduct of the other, its employees, or agents or breach of warranty, conditions, or representation of either party.

#### XI. ASSIGNMENT AND AMENDMENT

Parties shall not assign the benefits or assign the burden of this Agreement to another party or a third party without each other's prior written consent where such consent shall not be unreasonably withheld. This agreement shall not be amended by any Party to this Agreement without the prior written consent of the other Party hereto.



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#### XII. SEVERABILITY

Each clause or term of the agreement constitutes a separate and independent provision. If any of the provisions of the agreement are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

#### XIII. NOTICES

All notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and may be given to either party by prepaid post or courier addressed to the other party at its address stated above.

#### XIV. CONFIDENTIALITY

Each Party acknowledges and agrees that in connection with this Agreement, the receiving Party shall not disclose to any Third Party any Confidential Information of the disclosing Party that it may have access to during and in connection with its performance of services hereunder. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information / materials and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.

Upon the termination or expiration of this Agreement for any reason, or upon disclosing party's earlier request, receiving party will deliver Confidential Information in tangible form that may have in its possession or control. Each party will give an undertaking for the destruction of Confidential Information after expiry/termination of the agreement.

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## XVII. MISCELLANEOUS PROVISIONS

- That no change, amendment or modification of any provision of this Services
   Agreement shall be valid, unless set forth in a written instrument signed and agreed
   by both parties.
- That the parties shall hereto agree, that they shall work in spirit of mutual cooperation and goodwill and endeavor to meet each other's obligations in a healthy and positive way so that misunderstandings and differences are eliminated.
- 3. That neither party is an agent, representative or partner of other party. Neither party shall have any right, power, authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind the other party. This agreement shall not be interpreted to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either part.
- 4. That if any portion of this agreement is unenforceable in whole or in part, such holding will not affect the validity of the remaining enforceable portions of the provision or any other provisions of this agreement. However, the parties will endeavor in good faith to substitute for such an unenforceable provision, a lawful provision that most closely approximates it purposes.

## XVIII. COUNTERPARTS:

This agreement may be executed in 2 counterparts and by the Parties on separate counterparts, each of which when executed and delivered shall constitute an original and all of the counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE DATE FIRST WRITTEN ABOVE.

Signed for and on behalf of HITACHI

MGRM NET LTD.

Name: Ms. Surabhi Das Sharma

**Designation: Chief Executive Officer** 

GRM

Signature and Stamp

Signed for and on behalf of BHARATI

COLLEGE

Name: Dr. Rekha Sapra

Designation: Offtg. Principal

Signature and Stamp: Offtg. P

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

Witness:

Name: AANCHAL GUPTA

Particulars: GENERAL MANGER
Signature: Hamill Supti

Witness:

LAJMANTI Name:

Particulars:

Signature:

BHARATI COLLEGE (University of Deligi. C-4. Innakpun ... Denn-SP

> Section Officer (Admn., BHARATI COLLEGE (University of Delhi) C-4, Janakpuri N. Delhi-50

#### Annexure A

## Deliverables to college by Hitachi MGRM -

List of functionalities to be deployed/released at the college -

- Hitachi MGRM Server deployment in college premise to support online modules without any financial implications to college within 30 days of signing this agreement.
- 2. Module: Payroll, Screen: Income Tax Rule Income Tax Slabs
- Release of Income tax functionality with new Income tax rules.
- 3. Module: Payroll, Report: Payslip
- · Availability of Payslip for all employees over cloud
- 4. Design and Development of Leave Module and availability of the same through cloud
- Design and Development of Online Examination Module and availability of the same through cloud
- 6. Design and Development of stock and assets and availability of the same through cloud
- Access from home for all staff members (teaching and non-teaching) like uploading of Internal Assessment marks and all functions of the software.

Signature & Stamp

For Hitachi MGRM





# BHARATI COLLEGE

(UNIVERSITY OF DELHI) C-4, JANAKPURI, NEW DELHI - 110058 Phone : 43273000 Telefax : 43273040 43273060

BC/Acctts/2018

14-08-2018

Dated .

Ref. No	

M/s Mbit Computraining Pvt. Ltd. has running O & A level course since 2005 on self-finance basis in Bharati College. M/s Mbit Computraining Pvt. Ltd. MOU has expired on 1<sup>st</sup> March, 2018. M/s Mbit Computraining has requested to renew the contract for a period of 3 years on the same terms & conditions.

The College has issued the letter to M/s Mbit Computraining Pvt. Ltd. vide its letter no. BC/2018/Mbit/334 dated 14<sup>th</sup> May 2018 (enclosed Annexure-I) in which M/s Mbit Computraining Pvt. Ltd. has requested to provide AMC of Computer Labs and Offices.

The cost of Expenditure will be brone by M/s Mbit Computraining Pvt .Ltd. itself . The College will not be liable to pay any amount in any case.

M/s Mbit Computraining Pvt. Ltd. has agreed to provide AMC to Computer Lab-1 (2<sup>nd</sup> Floor) with software and Hardware and only AMC will be provided to rest Computer Labs & Office Computers services.

Keeping in view of the above, kindly permit us to extend the MOU of M/s Mbit Computraining Pvt. Ltd. w.e.f. 2<sup>nd</sup> March, 2018 to 1<sup>st</sup> March, 2021.

Submitted for your kind approval please.

Mr. Ajay Kumar Gaur

Chairman

Dr. Mukti Sanyal Offtg. Principal nputraining Pvt. Ltd. 60 9001:2015 Certified



03-Aug-2018

To

The Principal Bharati College Janakpuri New Delhi

Dear Ma'am

With reference to Letter No BC/2018/Mbit/334 we acknowledge the long relationship of our organization with the college.

As required by you goodself please find enclosed the session wise list of students enrolled in last three years.

Further in context of upkeep of Computer Lab 1 (II floor) it is apprised that the Mbit ComputrainingPvt Ltd has been maintaining the computers along with software. However as suggested we shall have a separate addendum in the forthcoming MOU containing the terms mutually agreed by both of us in regards of hardware and software maintenance of Lab1 (II floor).

Yours faithfully,

For Mbit ComputrainingPvt Ltd

Centre Head

The Contract nay be extended

by including commitment to

i) maintain computer lab II with

CMC; and

CMC; and

ii) maintain other lab and office

iii) maintain other lab and office

computers with AMC

computers with AMC

in the new MOU

13/08/2018

167/16, 1st Floor, Pratap Nagar, Mayur Vihar-1, Delhi-110091 Tel.: 011-22754867, url: www.mbitindia.com



1st March'2018

To

The Principal Bharati College C-4 JanakPuri New Delhi

Subject: Conduct of NIELIT Courses at Bharati College

Dear Ma'am,

At the outset we place on records our acknowledgement and appreciation for the long relationship which started 13 years back in the form of running NIELIT courses for 'O' and 'A' level.

Over this period, more than 1500 students have benefitted from this course and many of them have bagged good jobs on the basis of knowledge gained through these programmes.

This programme has been successful due to the positive support from the support of staff of Bharati College all these years. We on our part consistently strived to provide excellent inputs to the students through the competent and qualified staff.

Our agreement to continue these courses is due for renewal from 02<sup>nd</sup> March'2018. We request to extend the agreement by another three years.

With best wishes, and looking forward to long association.

Yours faithfully

For MBitComputrainingPvt Ltd.

A.O. 0 me 2018

167/16, 1st Floor, Pratap Nagar, Mayur Vihar-1, Delhi-110091 Tel.: 011-22754867, url: www.mbitindia.com



## INDIA NON JUDICIAL

## **Government of National Capital Territory of Delhi**

### e-Stamp



Certificate issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL81437131402224N

19-Mar-2015 11:56 AM

IMPACC (CR)/ dl796710/ DELHI/ DL-DLH

SUBIN-DLDL79671059728141699047N

MBIT COMPUTRAINING PVT LTD

Article 5 General Agreement

Not Applicable

(Zero)

MBIT COMPUTRAINING PVT LTD

Not Applicable

MBIT COMPUTRAINING PVT LTD

(Ten only)



...Please write or type below this line....

## Memorandum of Understanding (M.O.U)

#### Between

Bharati College and MBit Computraining Pvt. Ltd.

This Memorandum of Understanding is made on and is addendum to the M.O.U signed on 2<sup>nd</sup> March 2012.

#### Statutory Alert:

- 1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

  2. The orus of checking the legitimacy is on the users of the certificate.

  3. In case of any discrepancy please inform the Competent Authority.

- 1. Both parties hereby agree to extend the M.O.U. for three years w.e.f. 02.03.2015 i.e. till 01.03.2018.
- 2. The terms and conditions remain unchanged.

In witness whereof both parties have set their hands on this Memorandum of Understanding on this 19th day of March 2015.

Bharati College

Managing Director

Mbit Computraining Pvt. Ltd.

Witness 1

Signature

Name

Address

Administrative Officer BHARATI COLLEGE

(University of Delhi) C-4, Janak Puri, New Delhi-110058

Witness 2

Signature Aparra
Name APARNA

Address C-185, Hari Nagar N. D - 110018



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MBIT COMPUTRAINING PVT LTD

Article 5 General Agreement

Not Applicable

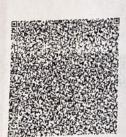
(Zero)

MBIT COMPUTRAINING PVT LTD

Not Applicable

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Principal

Bharati College

Managing Director

Mbit Computraining Pvt. Ltd.

Witness 1

Signature

Name

Address

Administrative Officer

BHARATI COLLEGE (University of Delhi) C-4, Janak Puri, New Delhi-110058 Witness 2

Signature Aparra Name APARNA

Address C-185, Hari Nag N.D-110018



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#### IN-DL01285262995329S

- 02-Nov-2020 05:03 PM
- SELFPRINT (PU)/ di-self/ NEHRU/ DL-DLH
- SUBIN-DLDL-SELF08878788085615S
- HITACHI MGRM NET LIMITED SUJAGYA DAS SHARMA
- Article 5 General Agreement
- GENERAL AGREEMENT BETWEEN HITACHI MGRM NET LTD. AND **BHARATI COLLEGE**
- (One Hundred only)
- HITACHI MGRM NET LIMITED
- BHARATI COLLEGE
- HITACHI MGRM NET LIMITED
- (One Hundred only)



## SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT

....Please write or type below this line.....

Services Agreement between Hitachi MGRM Net Limited and Bharati College



- The authenticity of this Stamp certificate should be verified at 'www.shcitestamp.com' or using e-Stamp Mobile App of Stock Holding. 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.

#### SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered at New Delhi into as of 25<sup>th</sup> Day of May 2020 ("Effective Date") & Other terms and conditions will be same as per original MoU dated 24.05.2010 and addendum dated 03.07.2012.

#### BY & BETWEEN:

BHARATI COLLEGE, UNIVERSITY OF DELHI, a College under University of Delhi, acting through The Principal and situated at C-4 Janak Puri, New Delhi- 110058, hereinafter referred to as "College" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

#### AND

HITACHI MGRM NET LTD., a Company incorporated under the Companies Act, 1956, having its registered office at C-6/5, Safdarjung Development Area, New Delhi-110016, hereinafter referred to as "Hitachi MGRM" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns).

Both College and Hitachi MGRM are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

Whereas, Hitachi MGRM has submitted a proposal for implementation of its Educational E-Governance initiative for the College aimed at bringing Educational E-Governance for the College and creating greater levels of transparency and member/user participation in the College's Educational Policies and programs and providing a user centric platform to run various applications that directly and indirectly benefit all the constituents of governance to improve further - the learning processes and Administration leading to raising of academic standards and to take this heritage institution towards excellence. Strengthening the overall interfaces of the system comprising of institution, management, faculty, students, parents and alumni, University of Delhi, Directorate of Higher Education, UGC &other Government or regulatory authority directly or indirectly related to the College.

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WHEREAS the implementation of the Educational E- Governance System is a unique opportunity for college, addressing the Educational E- Governance requirements of the College. To that end, the College and Hitachi MGRM agree to implement the said system, which is a College Expert System on the terms and conditions as set forth in this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

## I. SCOPE OF THE PROJECT

The overall scope of the project is to provide an Educational E-Governance System for the College in order the benefits of E-Governance reach across to each and every element of Educational System, based on the policies and procedures of the College by deploying the College Expert System.

## II. COMMERCIALS

#### 1. OMV Cards

The College, on its part, shall service the cost of the project by offering an OMV Card (a onetime cost for a student user, lasting the entire duration of his/her course and for other users for a period of five years) providing a user with an identity and according to him/her with his / her due rights for participation in the e-governance programs like students and alumni of the College. For the management and employees (including ex-employees) of the college validity for OMV card shall be for life or till the operation of the system in force. The Commercials of OMV card will be as follows:

- a. New OMV cards Rs. 320 per user
- b. Duplicate OMV cards Rs. 275 per user
- c. Rates are inclusive of all taxes as applicable from time to time

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### 2. Service Charges:

- (a) There will be a nominal User License Fee of INR 550 per annum) charged per student for all the services availed under the Educational E-Governance Initiative. Inclusive of all taxes, if any, at present and in future.
- (b) As a special offer to the College, Hitachi MGRM will continue to bear the cost of 'User License Fee' for all the Staff Members which includes Governing Body Members, Teaching Staff, Non-Teaching Staff vis-à-vis Admin Staff, Group D Staff, Contractual Staff, Alumni etc.

#### 3) Payments Schedule

- a) Charges of Online Multi Domain Value (OMV) cards shall be paid after receiving the OMV cards at the College.
- b) Service Charges payable in two installments, i.e., every July and March.

### III. DURATION

The term of this Agreement shall be time-period based. It shall be for a period of 3 years from the effective date i.e. 25<sup>th</sup> May 2020 till 24<sup>th</sup> May 2023 with provision to further renew by mutual consent. If any party fails to perform its obligations set out in this agreement, this agreement can be terminated by giving 6 months' notice period on either side.



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#### IV. RESPONSIBILITIES OF HITACHI MGRM

That Hitachi MGRM undertakes:-

- 1. To implement the Educational E- Governance System across all Departments & Sections under the College. The detailed deliverables are attached in Annexure A of this agreement.
- To provide Hitachi MGRM Net's proprietary Online Multi Domain Value Card (OMV) Card, a card with single or multiple functionalities together with its own operating system as maybe agreed upon based on functionalities, such as
  - i) Students-such as Records, Attendance, examination Results etc.
  - ii) Faculty- such as Records, Student Attendance, Time Table, Leave, Payslip, Salary details, etc.Non-teaching Staff- such as Records, Attendance, Leave, Salary, etc.
  - iii) Library and Office- such as library records, Personnel records, Accounts, Purchase, Inventory, financial statements, etc.
- 3. To provide M-Star System which would include an OMV card driven integrated IT system capable of delivering online and offline functionalities/applications is mutually agreed upon covering the various facets of the institutional functioning and its key constituents i.e. the institution management, administration, parents, teachers, students and the alumni.
- 4. To appoint a project coordinator for the purpose of coordinating with the College, it's Departments, Sections, Faculties, and Institutions etc. with any issues regarding the Project and the implementation of College Expert System. The coordinator shall also be available on call if thereafter required.
- 5. To impart training to the users of the system as and when required.
- 6. To provide trouble shooting support as and when required.
- 7. To take and preserve data backup at regular intervals.
- To provide the facility to the user to import and export the data on MS word and MS
  excel for creating different types of reports required by the College.
- 9. To ensure reports generated by the M-star system or E-Governance System for the College shall carry the name and logo of the College. In case of need of the logo of the University of Delhi, where required, will be used with prior permission of the College.

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## V. RESPONSIBILITIES OF COLLEGE

The College undertakes:-

- To provide relevant liaison personnel, coordinators, infrastructure, connectivity, information, data, documents as required by Hitachi MGRM to run the system.
- To cooperate with Hitachi MGRM during requirements capture phase by giving
  access to documents, policies, programs, practices, business rules, data with respect
  to various departments, sections and faculties.
- To appoint a Project coordinator or designate an apex official empowered through formal order and charged with the responsibility to day to day operations and as a point of contact with Hitachi MGRM.
- To ensure deployment of Educational E-governance system across all departments, faculties and sections under its ambit.
- 5. To ensure availability of the necessary resources within the departments, sections etc. to enable Hitachi MGRM to implement and maintain its system
- 6. To provide support to Hitachi MGRM in implementation and running the system smoothly.

#### VI. RIGHTS OF THE COLLEGE

- 1. The College shall have the right to receive the System with good standards and quality as is reasonably expected.
- The College shall have the right to receive any latest version and upgrades of technology solution that Hitachi MGRM shall deem relevant and offer, without any additional cost and conditions, at the time when these upgrades are being made available,
- The College shall have inbuilt right to use M-Star College Expert System, the release version of which is determined by Hitachi MGRM for mutually agreed functionalities.
- 4. The College shall have access rights for web based services for its constituents directly whether such services are provided by Hitachi MGRM or not.
- 5. The College will be a part of the service network of Hitachi MGRM

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### VII. INTELLECTUAL PROPERTY RIGHTS

- 1. For the purpose of this Agreement, "Intellectual Property Rights (IPR)": means all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright, database right, unregistered design right, trade names, business names, rights in the software, domain names, know-how and any other intellectual property right in each and every part of the world together with all applications, renewals, and extensions.
- All IPR, proprietary rights, authorship rights and all other rights of whatsoever
  nature that is owned and belongs to Hitachi MGRM in whatever form or medium
  shall vest in and shall remain vested in Hitachi MGRM perpetually.
- All discoveries, developments, inventions, etc. made in performance of this
  agreement shall be the joint property of Hitachi MGRM and the College but
  MGRM will not use the same for any other party without the consent of the
  College.

#### VIII. PENALTY

- If Hitachi MGRM fails to deliver the OMV cards timely, the College may levy a
  penalty @1% per month of delay on Costs attributable to delayed OMV Card
  subject to the total penalty not exceeding 10% of Costs attributable to the delayed
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#### X. INDEMNITY

Both Parties indemnify each other:

- Against any damage or loss arising out of hacking, attempt to unauthorized break into intrusion of the system.
- From loss, liability or expenses (including lawyer fee) that maybe incurred due to
  any negligent act or omission or wilful misconduct of the other, its employees, or
  agents or breach of warranty, conditions, or representation of either party.

#### XI. ASSIGNMENT AND AMENDMENT

Parties shall not assign the benefits or assign the burden of this Agreement to another party or a third party without each other's prior written consent where such consent shall not be unreasonably withheld. This agreement shall not be amended by any Party to this Agreement without the prior written consent of the other Party hereto.



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#### XIII. NOTICES

All notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and may be given to either party by prepaid post or courier addressed to the other party at its address stated above.

#### XIV. CONFIDENTIALITY

Each Party acknowledges and agrees that in connection with this Agreement, the receiving Party shall not disclose to any Third Party any Confidential Information of the disclosing Party that it may have access to during and in connection with its performance of services hereunder. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information / materials and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.

Upon the termination or expiration of this Agreement for any reason, or upon disclosing party's earlier request, receiving party will deliver Confidential Information in tangible form that may have in its possession or control. Each party will give an undertaking for the destruction of Confidential Information after expiry/termination of the agreement.

8|Page

## XVII. MISCELLANEOUS PROVISIONS

- That no change, amendment or modification of any provision of this Services
   Agreement shall be valid, unless set forth in a written instrument signed and agreed
   by both parties.
- That the parties shall hereto agree, that they shall work in spirit of mutual cooperation and goodwill and endeavor to meet each other's obligations in a healthy and positive way so that misunderstandings and differences are eliminated.
- 3. That neither party is an agent, representative or partner of other party. Neither party shall have any right, power, authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind the other party. This agreement shall not be interpreted to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either part.
- 4. That if any portion of this agreement is unenforceable in whole or in part, such holding will not affect the validity of the remaining enforceable portions of the provision or any other provisions of this agreement. However, the parties will endeavor in good faith to substitute for such an unenforceable provision, a lawful provision that most closely approximates it purposes.

## XVIII. COUNTERPARTS:

This agreement may be executed in 2 counterparts and by the Parties on separate counterparts, each of which when executed and delivered shall constitute an original and all of the counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE DATE FIRST WRITTEN ABOVE.

Signed for and on behalf of HITACHI

MGRM NET LTD.

Name: Ms. Surabhi Das Sharma

**Designation: Chief Executive Officer** 

GRM

Signature and Stamp

Witness:

Name: AANCHAL GUPTA

Particulars: GENERAL MANGER
Signature: Hamill Supti

Signed for and on behalf of BHARATI

COLLEGE

Name: Dr. Rekha Sapra

Designation: Offtg. Principal

Signature and Stamp: Offtg. P

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

Witness:

LAJMANTI Name:

Particulars:

Signature:

BHARATI COLLEGE (University of Deligi. C-4. Innakpur ... Denn-SP

> Section Officer (Admn., BHARATI COLLEGE (University of Delhi) C-4, Janakpuri N. Delhi-50

#### Annexure A

## Deliverables to college by Hitachi MGRM -

List of functionalities to be deployed/released at the college -

- Hitachi MGRM Server deployment in college premise to support online modules without any financial implications to college within 30 days of signing this agreement.
- 2. Module: Payroll, Screen: Income Tax Rule Income Tax Slabs
- Release of Income tax functionality with new Income tax rules.
- 3. Module: Payroll, Report: Payslip
- · Availability of Payslip for all employees over cloud
- 4. Design and Development of Leave Module and availability of the same through cloud
- Design and Development of Online Examination Module and availability of the same through cloud
- 6. Design and Development of stock and assets and availability of the same through cloud
- Access from home for all staff members (teaching and non-teaching) like uploading of Internal Assessment marks and all functions of the software.

Signature & Stamp

For Hitachi MGRN



# BHARATI COLLEGE

( UNIVERSITY OF DELHI ) C-4, JANAKPURI, NEW DELHI - 110058

Ref. No	Dated		
BC/2010/	25 February 2010		

Sir

As decided in the Committee on Computerization in its meeting of 16<sup>th</sup> January 2010, Saturday, kindly accord sanction to sign an agreement with MGRM so that They can implement their e-governance programmes. Minutes of the above meeting are enclosed.

Dr Promodini Varma Principal

Phone: 25547328 Telefax: 25547380

Mohd. Shamim Akhtar Chairman

Note: Principal Should Signer Ite Mov on behalf of the College.



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#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Undertaking is made on 24th May, 2010 between the Bharati College University of Delhi, acting through The Principal situated at C-4, Janak Puri, New Delhi-110058, India (hereinafter called the "College" which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns etc.) of the First Part and MGRM NET LTD. a company incorporated under the Companies Act 1956 and having its Head Office at C-6/5, Safdarjung Development Area, New Delhi – 110016 India (hereinafter called "MGRM") which expression shall, unless the context otherwise requires, be deemed to include its successors and

Whereas MGRM has submitted a proposal for implementation of its Educational E-Governance Initiative for the College aimed at bringing Educational E-Governance for the College and creating greater levels of transparency and member/user participation in the College's Educational policies and programs and providing a user-centric platform to run various applications that directly and indirectly benefit all the

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assigns etc.) of the Second Part.

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constituents of governance to improve further teaching-learning processes & Administration leading to raising of academic standards and to take this great heritage Institution towards excellence. Strengthening the overall interfaces of the system comprising of institution, management, faculty, students, parents and alumni, University of Delhi, Directorate of Higher Education, UGC & other Government or regulatory authority directly & indirectly related to the college.

> And whereas the College has evaluated the said proposal and that after thorough evaluation of the proposal, College recognizes the benefits of implementing the Education E-governance system.

> And whereas the implementation of the Educational E-Governance System is a unique opportunity for the College, addressing the Educational E-Governance requirements of the College. To that end, the College and MGRM agree to implement the said system, which is a College Expert System on the terms and conditions as set forth in this MOU.

> And whereas the College and MGRM have agreed to enter into this Memorandum of Undertaking (MOU) as on the date last written below.

> NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

#### I. SCOPE OF THE PROJECT

The overall scope of the project is to provide an Educational E-Governance System for the College in order that the benefits of E-Governance reach across to each and every element of the Educational System, based on the policies and procedures of the College by deploying the College Expert System.

#### II. STAGES OF IMPLEMENTATION

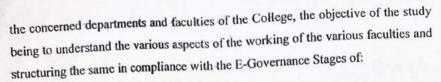
1) Requirements Capture for Educational E-Governance - MGRM shall conduct a requirements capture to ascertain the existing Educational policies, programs and practices of the College. This study would be conducted across all

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- Information
- Interaction
- . Transaction
- Transformation

The study would entail gaining an understanding into the following:

- Organizational Hierarchy of the Authorities
- Geographic divisions of the Departments/Sections/ Institution covering the various offices.
- Job Responsibilities and Descriptions.
- Functions of the College/ Departments/ Faculties.
- Process workflow pertaining to each function.

During this study, MGRM shall also ascertain the existing systems infrastructure available with College i.e. the existing hardware, software applications and also the services, support and training provided to the general public i.e. workers, employees, teachers, parents, students, {University, UGC, Directorate of Higher Education (Institutions)} etc.

2) Implementation Plan - After completion of the Requirements Capture, MGRM shall chalk out an Implementation Plan comprising all the phases / stages of implementation and outlining the scope, infrastructure requirements, timelines, etc. In terms of the Implementation Plan chalked out by both the parties, the project will then be rolled-out in a phased-manner to the designated faculties, departments, sections, institutions etc. on an Institution-wide basis.

## III. COMMERCIALS:

- 1) Application Cost
- A The Cost of Concept, Design, Architecture, Framework and Implementation of the Educational E-Governance system is approximately INR 50 Crores, which shall be undertaken by MGRM.
- B The College, on its part, shall service the cost of the project by offering



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- (i) Charges for software exe deployment at College Rs.5,00,000/- (Rupees Five lacs only), which again shall be undertaken by MGRM.
- (ii) An OMVCard cost of INR 380/= per user (a one time cost for a student user, lasting the entire duration of his/her course and for other users, lasting for a period of 5 years) providing a user with an identity and according him/her with his/her due rights for participation in the e-governance programmes like Students & Alumni of the college. For the management and employees (including Ex-employees) of the college the validity of the OMV card shall be for life or till the operation of the system is inforce.

#### 2) Services Charge:

- (a) There will also be a nominal User License Fee of INR 500 per annum charged per user for all services availed under the Educational E-Governance Initiative. Inclusive of all taxes if any at present & in future.
- (b) Governing Body members & Group 'D' employees, Contract Staff and alumni shall be exempted from the service charges/user license fee.

## 3) Payments Schedule:

- (a) Charges for the Online Multi Domain Value (OMV) Cards shall be payable in two equal installments. 50% of the charges shall be payable at the beginning of the new academic year 2010 and the balance 50% will be paid after delivery of cards.
- (b) Payments towards the User License Fee shall be payable in July, August and September as students take admission.

However Rs 10,000.00 will be released immediately after signing of MOU

(C) Rs.25,000.00 which will be released on implementation of Internal Assessment.



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#### IV. DURATION:

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The term of this Agreement shall be time-period based. It shall be for a period of 10 years, with provision for further renewal by mutual consent.

However, in case any party fails to perform its responsibility as set out herein, this MOU can be terminated by giving six months notice on either side.

#### V. RESPONSIBILITIES OF MGRM:

That MGRM undertakes: -

- 1 To ascertain the systems requirements for the project.
- 2 To implement the Educational E-Governance System across all Departments & Sections under the College.
- 3 To deploy M-Star application at 10 nodes in the College.
- 4 To provide MGRM Net's proprietary Online Multi Domain Value Card (OMV) Card, a card with single or multiple functionalities together with its own operating system as may be agreed upon based on the functionalities, such as
  - i Students such as Records, Attendance, examination Results etc.
  - ii Teachers such as Records, Student Attendance, Time Table, Leave, Salary details etc.
  - iii Non-Teaching Staff- such as Records, Attendance, Leave, Salary etc
  - iv Library and Office- such as Library records, Personnel records, Accounts, Purchase, Inventory, financial statement etc
- To provide for M-Star System which would include an OMV card driven integrated it system capable of delivering online and offline functionalities/applications as mutually agreed upon covering the various facets of the institutional functioning and its key constituents i.e. the institution management, administration, parents, teachers, students and the alumni.
- To appoint a Project Coordinator for the purpose of coordinating with the College, it's Departments, Sections, Faculties, Institutions etc., with any issues regarding the Project and the implementation of this College Expert System. The coordinator shall be available in the college during the college hours for six months or till the total implementation and the smooth functioning of the systems which ever is earlier. The coordinator shall also be available on call if thereafter



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required. Assistance shall be provided by the official of MGRM to complete transfer of old data into the new system and report generation. However, after two years if need arises, College may advise MGRM to depute a full time M-Star certified professional for hand holding support on mutually agreed terms and conditions.

- 7 To impart training to the users of the System as and when required.
- 8 To provide trouble shooting support as and when required.
- 9 To take and preserve data backup at regular intervals.
- To roll out the Educational E-governance services as per the agreed plan. To provide the list & estimate of infrastructure required apart from the infrastructure already available with the college.
- 11 To provide the facility to the user to import and export the data on MS word and Excel for creating different types of reports required by the college.
- To ensure reports generated by the M stare system or E-Governance System for the college shall carry the name and logo of the college. In case of need the logo of the college and of the University of Delhi where required will be used with the prior permission of the college.

# VI. RESPONSIBILITIES OF COLLEGE:

The College undertakes: -

- 1 To provide relevant liaison personnel, coordinators, infrastructure, connectivity, information, data, documents as required by College MGRM to run the System.
- 2 To cooperate with MGRM during Requirements Capture phase by giving access to documents, policies, programs, practices, business rules, data, with respect to the various Departments Sections & Faculties.
- 3 To permit MGRM's start of the System in the designated Departments, Faculties, and Sections etc.



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- 4 To appoint a Project Coordinator or Designate an Apex Official empowered through a formal Order and charged with the responsibility of day-to-day operations and as a point of contact with MGRM.
- 5 To ensure deployment of Educational E-Governance System across all departments, faculties and sections under its ambit.
- 6 To issue instructions as may be required to implement the System including the OMV Card to all elements of Educational System.
- 7 To ensure the availability of the necessary resources with the departments, sections, etc. to enable MGRM to implement and maintain its system.
- 8 To provide support to MGRM in implementation and running the system smoothly.
- 9 To make the payment to MGRM for designing the web site on the agreed terms and the payment shall be made on completion of the web site.

# VII Rights of the College:

- 1 The College shall have the right to receive for the consideration effected, MGRM Net offering including the functionalities as mentioned in the CRC document.
- 2 The College shall also have the right to receive any latest version and upgrades of technology solution that MGRM Net shall deem relevant and offer, without any additional cost and conditions, at the time when these upgrades are being made available.
- 3 The College shall have the right to receive the System with good standards and quality as is reasonably expected.



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- 4 The College shall have inbuilt right to use the MStar Expert System, the release version of which is to be determined by the MGRM, for mutually agreed functionalities.
- 5 The College shall have the access rights for web based services for its constituents directly whether such services are provided directly by MGRM or not.
- 6 The College shall be a part of the service network of MGRM.

#### VIII. INTELLECTUAL PROPERTY RIGHTS:

That all intellectual property rights including copyrights, designs and trade-marks in relation to the IT applications, software products, value cards, card applications, systems, etc., used in the Project shall belong to MGRM and neither the Institution nor any other party shall have any right thereto. Additionally, all discoveries, developments, inventions, etc., made in performance of this Memorandum of Understanding shall be the joint property of MGRM and College but MGRM will not use the same for any other party without the consent of the College.

#### IX. PENALTY:

- If MGRM fails to deliver the OMV Cards as per the implementation plan referred to in II (2) above, The coffege may levy a penalty @ 1% per month of delay on Costs attributable to delayed OMV Card subject to the total penalty not to exceed 10% of Costs attributable to delayed OMV Cards.
- 2 If MGRM fails to deliver any other deliverables as per the implementation plan referred to in II (2) above, the college may levy a penalty @ 1% of monthly Service charges per month of delay subject to the total penalty not to exceed 10% of monthly service charges.
- 3 In case the delay is on account of non-performance of any obligation by the college or incomplete / inconsistent information submitted by the college, then such number of days shall be excluded from the above calculation while calculating the delay period as per (1) & (2) above.



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### X. PERFORMANCE GUARANTEE:

MGRM shall provide a performance guarantee in shape of Bank Guarantee or Fixed Deposit Receipt equal to the amount of Rs. One lakh in favour of the college and will be renewed on year to year basis subsequently. The college may encash the Bank Guarantee in the event of MGRM failing to meet it's obligations. However, before taking such step, the college shall ensure that MGRM's non performance is not on account of non performance of the College.

#### XI. INDEMNITIES:

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Both parties shall indemnify each other:

- Against any damage or loss arising out of hacking, attempt to unauthorized break into or intrusion of the system.
- From loss, liability or expenses (including lawyers fee) that it may incur due to
  any negligent act or omission or willful misconduct of the other, its
  employees, or agents or breach of warranty, conditions or representation by
  the either party.

# XII. MISCELLANEOUS PROVISIONS:

- That no change, amendment or modification of any provision of this Memorandum of Understanding shall be valid, unless set forth in a written instrument signed and agreed by both the parties.
- 2 That if any portion of this Memorandum of Understanding is unenforceable in whole or part, such holding will not affect the validity of the remaining enforceable portions of the provision or any other provisions of this Memorandum of Understanding. However, the parties will endeavor in good faith to substitute for such an unenforceable provision, a lawful provision that most closely approximates its purpose.
- 3 That the parties hereto agree that they shall work in the spirit of mutual cooperation and goodwill and endeavor to meet each other's obligations in a



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healthy and positive way so that misunderstandings and differences are eliminated.

- That neither party is an agent, representative or partner of the other party. Neither Party shall have any right, power, authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind the other party. This Memorandum of Understanding shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 5 That neither party would be liable for any failure or delay in performing any obligation under this Memorandum of Understanding that is caused by reasons or circumstances constituting force-majeure.
- 6 That both the Parties consent to the application of the Laws of New Delhi, India, to govern, interpret and enforce, all of their respective rights, duties and obligations arising from or relating in any manner to, the subject matter of agreement, without regard to conflict of law principals.
- 7 That in the event of any dispute between the parties to this Memorandum of Understanding touching its terms and conditions, the same shall be referred to for the arbitration comprising of three arbitrators, one each to be nominated by either party and the third one to be appointed by consent of the two arbitrators who would prefeblly be an expert in the field of IT.
- 8 The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

# XIII. ASSIGNMENT:

Neither College nor MGRM shall assign their rights/duties under this Memorandum of Understanding to a third party without the written consent of the other party.



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This Memorandum of Understanding shall ensure to the benefit of and be binding upon the permitted successors and permitted assignees of the parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding as on the date(s) set out below:-

Signed on the 24th day of May, 2010 at New Delhi.

Mrs Alka Kumar Vice President MGRM Net Ltd. C-6/5 Safdarjung-Development Area New Delhi-110016 Dr (Mrs) Promodini Varma Principal—Bharati College (University of Delhi) C-4, Janak Puri New Delhi-110058

Witnesses

Mr Harbaksh Ghumman General Manager Marketing MGRM Net Ltd.

C-6/5 Safdarjung Development Area

New Delhi-110016

Witnesses

Mrs Romila Aggarwal

Associate professor Deptt of Commerce

Bharati College

(University of Delhi)

C-4, Janak Puri

New Delhi-110058

Witnesses

Ms. Aanchal Gupta

Assistant Manager (Business Development)

MGRM Net Ltd.

C-6/5 Safdarjung Development Area

New Delhi-110016

Witnesses

Mr Pawan Kumar Babbar Administrative Officer Bharati College

(University of Delhi) C-4, Janak Puri

New Delhi-110058

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ADDENDUM TO MOU DATED 24TH DAY OF MAY, 2010

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This Addendum to the existing MEMORANDUM OF UNDERSTANDING dated 24<sup>TH</sup> DAY OF May 2010 ("MOU") by and Between Bharati College, University of Delhi, situated at C-4, JanakPuri, New Delhi-110058 ("College"), and MGRM Net Ltd. having its Registered office at C-6/5, Safdarjung Development Area, New delhi-110016("MGRM") collectively known as parties, has been made on this date of 11 July 2012 ("Addendum Effective Date").

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Where as both the parties to the Memorandum of Understanding dated 24<sup>th</sup> May 2010 are desirous of making changes and/or additions and have the Authority to modify the said "MOU"

Where As the purpose of this Addendum is to revise and supplement the service charges and to exempt the college staff from service charges and also to adopt a new billing cycle to the existing

exempt the college staff from service charges and May 2010 executed between College & MGRM, as Memorandum of Understanding dated 24<sup>th</sup> day of May 2010 executed between College & MGRM, as per the discussion held between the parties,

Where As parties have agreed to make the following changes and/or additions, replace by adding in the clause III. Commercials (2) Service Charges & (3) Payments Schedule (b), of the Memorandum of Understanding dated 24<sup>th</sup> May 2010 and same be accepted unequivocally.

Now therefore in consideration of the promises and other good & valuable consideration set forth herein , the parties, intending to be legally bound hereby do promise and agree that clause III. Commercials (2) Service Charges & (3) Payments Schedule (b), of the Memorandum of Understanding dated 24<sup>th</sup> May 2010 be replaced by followings:

#### 1. III. Commercials

2. Service Charges:

(a) College has agreed to pay user license fee of INR550 per annum per user inclusive of taxes to MGRM for the services availed under the Educational E-Governance Initiative.

Principal
MARATI COLLEGE
(Unitarity of Colli)
C.L. 2588 Peri, New Colli-110056

- College staffs Teathing & Non Teaching) are exempted from annual service (b) charges/user license fee only.
- Payments Schedule: 3)
- The parties have agreed to adopt and follow the annual service Billing cycle from (b) July to June payable in advance, and College has agreed that MGRM shall raise its invoice in the month of July every Year. The first installment of which (50%) shall be payable by 15th August in the current year and the second and final installment (Rest 50%) shall be payable by the 15th February of the next year.
- This addendum shall be an integral part of the Memorandum of Understanding dated 24th 2. May 2010 and all the expression and terms defined or used in the Memorandum of Understanding dated 24th May 2010 shall have the same meaning in this Addendum.
- This Addendum to the Memorandum of Understanding dated 24th May 2010 applies with respect to Service charges & Payment schedule, and Parties agree that wherever there is 3. any conflict between this Addendum and MOU dated 24th May 2010, the provision of this Addendum shall be paramount and control the Memorandum of Understanding dated 24<sup>th</sup> May 2010, and shall be construed accordingly.

In witness whereof, the parties hereby have put there signature and has executed this Addendum.

Bharti College

MGRM Net Ltd.

Name: 12 Promodini, Varn

Title: [ Principal ]

Date: 4.7.2012

Authorised Signatory MUKUL SWAROOP

Name: MGRM Net Ltd.

Title: [ C 0 0

Date: 3RD JULY 2012

To original Addendum has been executed and together constitute the same Addendum.

One original Addendum: with the College and one with MGKM Add. NATHER BHARATI COLLEGE (University of Doini)



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### Memorandum of Understanding

Between

BHARATI COLLEGE, NEW DELHI (INDIA)

AND

M/S MOUNT TALENT CONSULTING PVT. LTD, NOIDA (INDIA)

This Memorandum of Understanding is made and entered into on 17th day of July 2019 between the parties a follow:

The Parties

**Bharati College** located in C-4, Vidya Marg Janak Puri, New Delhi 110054 represented through its Officiating Principal, Dr. Mukti Sanyal, (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

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

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#### **AND**

M/s Mount Talent Consulting Pvt. Ltd., New Delhi a company registered in India under the Indian Companies Act 1956 in year 2011 and having its registered office at A-51, Sector-16, Noida-201301, Uttar Pradesh through its Director (hereinafter referred as MTC) 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 Digital Marketing training, skill development, consultation, placement and has strength in development and delivery, innovations and marketing of technology trainings etc. particularly in the areas of Digital Media and IT 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 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 MTC, 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 Digital Marketing course at Bharati College as proposed by MTC.
- CERTIFICATION: On successful completion of the course(s) by learner(s), Bharati College & MTC shall issue joint certificate(s) of the course(s) completed countersigned by the authorized person(s) of Bharati College & MTC.
- 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 MTC, fee collections, etc. to safeguard the interest of all concerned.
- 4. ADD-ON COURSE(S) TITLE, FEE, SYLLABUS, ELIGIBILITY, & OTHER DETAILS: The addon course to be run under this MoU & their respective fee, are detailed in *Annexure 1 & Annexure 2* respectively.
- 5. FEE SHARING, REIMBURSEMNTS & CALCULATIONS: Bharati College shall collect and share the course fee receipts for the add-on courses with MTC in the following ratio:

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

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

The College shall, after receiving the fee(s), shall pay to MTC its share of 70% in following manner:

Sr. No	Instalment	Percentage	Milestone
1	First Instalment	25%	At the start/ commencement of classes
2	Second Instalment	25%	On completion of 50% of classes and
3	Third Instalment	50%	Final completion of the course.

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

- 6. PRINTING AND STATIONERY: 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 MTC at its option and its own costs.
- 7. MTC OBLIGATIONS: As a part of its deliverables for the proposed association with Bharati College, MTC agrees:
- 7.1. To design and develop the syllabus, curriculums, structure of the add-on courses.
- 7.2. Quality delivery is the responsibility of MTC and MTC would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with Bharati College.
- 7.3. MTC 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 7-8 sessions at MTC Noida Branch to give students practice in and exposure to live projects/ products.
- 7.6. To effectively complete Digital Marketing Course
- 7.7. To assess the student progress enrolled in the course on continuous basis.
- 7.8. To provide job placement assistance to enrolled students who opt for it.
- 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 MTC 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 MTC for the training of students enrolled in add-on courses.

Offtg. Principal
BHARATI COLLEGE
(University of Del/li)
4. Janakuuri New Delhi-11005

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- 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 MTC, 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 MTC.
- 8.7. Determine the schedule/timings of the classes of add on courses to be run by MTC, with mutual consent.
- 8.8. To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the support that may be needed by MTC 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 MTC
- 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 MTC or advised by MTC 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. MTC 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 six (6) months. The duration of this MOU can be extended for further duration with mutual consent.
- 11. TERMINATION OF THE AGREEMENT: Either parties may terminate this Contract at any time by giving Sixty (60) days written notice of such termination, unless otherwise specified. In such event, MOUNT TALENT CONSULTING shall stop the performance of the MOUNT TALENT CONSULTING' services hereunder except on work, mutually agreed upon in writing between the MOUNT TALENT CONSULTING and BHARATI COLLEGE necessary to carry out such termination. "In the case of termination of the agreement, a notice period of [60] days needs to be provided. BHARATI COLLEGE will be liable to pay to Mount Talent Consulting all charges in respect of all the services performed till the actual date of termination
- 12. MODIFICATION TO THE MOU: The MOU can be modified through mutual written consent of the parties to this MOU.
- 13. 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 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 contraction.



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.

14. ARBITRATION: In the event of a dispute between Bharati College and MTC 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 19th day of July 2019 mentioned herein

before at New Delhi.

For and on behalf of First Part

Office Acting Principal, Bharati College

(with stamp / seal)

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

Witness 1:

Name: Por. Mala Ko

Designation: Associate Professor
Organization Name: Bharati College
Email: 1873033440
Walarani 072@gmail.com

and on behalf of Second Part

Signatory, Ms Mount Talent Consulting

NO Pvt. Ltd

(with stamp / seal)

Witness 2:

Name: PRINCE BAJAJ

Designation: TOM dar Executive

Organization Name: MOUNT Talent consulting

Contact #: 847 000 9971 Email: prince @ mount+deut-com

anand.goyal@moontkelent.com

#### **ANNEXURE 1**

# Digital Marketing Syllabus

# Introduction to Digital Marketing

- What is Digital Marketing?
- Why Digital Marketing?
- Digital Marketing platforms?
- Digital Marketing Organic & Paid

# Search Engine Optimization (SEO)

- What is SEO?
- Ecosystem of a search engine
- What are the kinds of traffic?
- What is on-page optimization?
- Keywords Research
- Competitor Analysis
- Meta Tags Writing
- Alt Tags
- Anchor Text
- Google Analytics
- Google Webmaster
- Sitemap
- Robots Txt
- Directory submissions
- Social Book Marking
- Article Posting
- Blogging
- Press Release
- Classified Posting

#### Misc Tools

- Site Map Creators
- Browser-based analysis tools
- Page Rank tools
- Dead links identification tools
- · Open site explorer
- Domain information/who's tools
- Similar Web



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## Search Engine Marketing (SEM)

- · Introduction to SEM
- Introduction to Google AdWords
- · Create an AdWords account
- Key terminologies in Google AdWords
- Google AdWords Account Structure
- Ad approval process
- Campaign creation process
- · Search & Display network
- Keyword Match types
- Keyword selection (Keyword planner)
- Display Planner
- Ad Extensions
- Different types of extensions
- Ad creation process
- Bidding techniques Manual / Auto
- Site Targeting
- CPC-based, CPA-based & CPM-based accounts

## Working with Display Network

- Ad Formats
- Creating Image Ads
- Optimizing image ads
- Choosing placements
- Frequency capping

## Youtube Advertising

- What is youtube advertising?
- Why should one advertise on youtube?
- Creating youtube campaigns
- Choose the audience for video ads
- Instream ads
- In-video ads
- In-search ads
- In-display ads
- Measuring your YouTube ad performance
- Drive leads and sales from YouTube ads

#### Facebook

- Creating groups and pages
- Tips and Guides
- Posts
- Paid Promotion
- Ads
- Contests



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# Facebook Marketing

- Facebook Page Creation
- Facebook Paid Marketing
- Running paid campaigns
- Managing interests
- Create custom audiences
- View FaceBook Insights
- Data Interpretation

# **Email Marketing**

- Importance of email marketing
- email Marketing platforms
- · Creating e-mailers
- Tracking emailers
- Open rates and CTR of emailers

## Lead Management & Digital Marketing

- Web to lead forms
- Lead generation techniques
- Social media and lead gen

## Social Media Marketing

- Social Media, Social networking & Social Media Marketing Defined
- Video Sharing

#### **Twitter**

- Set-up and usage
- Tips
- What is Tweet deck

#### LinkedIn

- Tips and Guides
- · Review of profiles
- Linkedin posts
- Linkedin promotions

#### Other Social Media Tools

- Google Trends
- Twitter trends



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(University of Delhi)

Janokpuri, New Delhi-110058

# ANNEXURE 2

# Short Term Training for Bharati College

# **Price Sheet**

S no. Sh	nort Term Course	Duration	Total Price in INR
1 D	Digital Marketing	3 Month	9000/-

# **Price for Placement**

S no. Sh	ort Term Course	Placement	Total Price in INR
1 D:	igital Marketing	After Course	4000/-

Note: Placement is only for Final year students.

SULTING ALTICON \* NOON \* NOON

C-4, Janakpuri, New Delhi-11005







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BHARATI COLLEGE

Article 5 General Agreement

Not Applicable

(Zero)

**BHARATI COLLEGE** 

R K FILMS AND MEDIA ACADEMY

**BHARATI COLLEGE** 

(One Hundred only)



...Please write or type below this line...

Memorandum of Understanding

Films &

Between

BHARATI COLLEGE, NEW DELHI (INDIA) R K FILMS & MEDIA ACADEMY (INDIA)

This Memorandum of Understanding is made and entered into on \_\_\_\_ 5# day of December 2019 between the parties as follow:



- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificapage 1 of 7

  3. In case of any discrepancy please inform the Competent Authority.



### The Parties

Bharati College located in C-4, Vidya Marg Janak Puri, New Delhi 110054 represented through its Acting Principal, Dr. Mukti Sanyal, (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) having its 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 etc. particularly in the areas of Media & Entertainment (Electronic, Digital & Print Media) 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 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 of Bharati College** 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 the 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.
- 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 Annexures attached respectively.

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

BHARATI COLLEGE (30%): RKFMA (70%), if student strength exceeds 20 BHARATI COLLEGE (20%): RKFMA (80%), if student strength is upto 20

The College shall, after receiving the fee(s), shall pay to RKFMA its share in following manner:

- a) <u>First installment</u> of 25% of RKFMA's share: at the start/ commencement of classes
- b) <u>Second installment</u> of 25% of RKFMA's share: on completion of 50% of classes and
- c) <u>Final balance</u> of 50% 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 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.
- 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.
- 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 of electronic or digital media forms).

Sign Directo

Page 3 of 7

- 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.
- The College shall provide Identity cards to bona-fide students of the course at its 8.5. own cost(s).
- 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 RKFMA.
- 8.7. Determine the schedule/timings of the classes of add on courses to be run by RKFMA, with mutual consent.
- To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly 8.8. informed about the support that may be needed by RKFMA 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 is association with RKFMA
- 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.
- To consider revision in course fee, in mutual consent with RKFMA or advised by 8.11. RKFMA from time-to-time.
- To publish on its website(s) and other social media platforms up-to-date 8.12. information(s) of courses as per this MoU. RKFMA may be given limited access for on-page optimization on the College's website to assist in digital media and online promotions.
- To provide air-conditioned computer lab with internet connectivity to in order to 8.13. 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 one (1) 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, 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

Page 4 of 7

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or R.K. Films & Media

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.

**SEAL OF THE PARTIES** 

In witness whereof the parties hereto have signed this MOU on this 542day of December 2019 mentioned herein before at New Delhi.

For and On behalf of First Part

Off Principal

Bharati College (with stamp / seal)

Witness 1.

Name: Dr. Mala Rani

Designation: Associate Professor

Organization Name: Bharati College

Contact #: 9873033440

For and on behalf of Second Part

Auth. Signatory

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

#### **Course Title:**

### Diploma in Digital Marketing & Social Media Advertising

### **Syllabus**

#### **Topics of Discussion** -Blogging Fundamentals using Wordpress -Introduction to Digital Marketing -Fundamentals of using Photoshop -Search Engine Optimization (SEO): On Page -Content Marketing on Social Media platforms using CMS / Word Press and Off Page like Facebook, Instagram, Linkedin, Twitter, -Search Engine Marketing (SEM) -Social Media Marketing & Advertising (SMM) YouTube -Overview of Mobile Marketing -Email Marketing -Becoming a Freelancer in Digital Marketing -Google Ads -Tips for professional certifications from -Affiliate Marketing -Google Adsense and Analytics Google, Facebook -How to make domains live? -E-Commerce Advertising & Marketing

### Course Training methodology

Discussion and demonstration based sessions in computer lab having requisite software(s) and internet connections. College's computer lab with internet connectivity and projector (including HDMI and VGA cables) to support laptop connectivity.

### Course Duration | Total sessions / Total Hours

Forty Eight sessions (Seventy Two Hours) to be covered in 6 months

#### Course Fee

Rs. 20,000/- for external students

Rs. 18,000/- for Bharati College students (Regular/ SOL/ NCWEB/ Alumni/ Staff's children)

Fee can be collected in lumpsum or in installments as per mutual understanding with the College and RKFMA. Payments modes may be through DD, Online and Cash.

### Eligibility

Co-educational course, i.e., both male and female students shall be allowed to enroll in this course. Minimum 10+2 qualified or equivalent from any stream(s)/discipline(s). Candidates appearing the qualifying examinations may also apply and enroll. Screening and shortlisting of the applicants for admissions to be conducted by Bharati College & RKFMA, wherever found necessary.

### **Award of Certification**

Bharati College and RKFMA may jointly plan and schedule assessment of the students for award of final course completion certification. This may also include submission of audio-video productions by a student alongwith appearance in written/practical/viva-voce based assessment(s) if needed.

Page 6 of 7

# **Short Term Training for Bharati College**

### **Price Sheet**

Sno.	Short Term Course	Duration	Total Price in INR
1	Diploma in Digital Marketing &	48 Sessions   72	For Bharati College
	Social Media Advertising	Hours   6 months	Students :18,000/-
			For External
			Students:20,000/-

Mull R.K. Films & Media Academy

Page **7** of **7** 



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**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

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ADVANCE INST OF FINANCIAL MARKETS AND RESEARCH

: Article 58 Memorandum of Settlement

Not Applicable

. 0

(Zero)

: BHARATI COLLEGE

: ADVANCE INST OF FINANCIAL MARKETS AND RESEARCH

: ADVANCE INST OF FINANCIAL MARKETS AND RESEARCH

. 100

(One Hundred only)



Please write or type below this line\_\_\_\_\_

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Offtg. Principal BHARATI COLLEGE (University of Delhi) C-4, Janakpuri, New Delhi-110058 Alliance & Communication
Advance Institute of
Advance Institute & Research



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- 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)

ADVANCE INSTITUTE OF FINANCIAL MARKETS & RESEARCH PVT. LTD., NEW DELHI (INDIA)

Dec. 2.2.9. between the parties as follow:

The Parties

Bharati College located in C-4, Vidya Marg JanakPuri, New Delhi 110054 represented through its Acting Principal, Dr. Mukti Sanyal, (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

M/s Advance Institute of Financial Markets & Research Pvt. Ltd., New Delhi a company registered in India under the companies Act 1956 and having its registered office at B7/7, LG, Vasant Vihar, New Delhi 110057 through its Vice President, Mr. Kapil Bisht (hereinafter referred as AIFMR) 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, placement 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 entreprenuers for the prospective learners/students seeking to learn the skills related to this sector.

Therefore, Bharati College and AIFMR, 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 AIFMR.
- 2. CERTIFICATION: On successful completion of the course(s) by learner(s), Bharati College & AIFMR shall issue joint certificate(s) of the course(s) completed countersigned by the authorized person(s) of Bharati College & AIFMR.
- 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 AIFMR, fee collections, etc. to safeguard the interest of all concerned.

Page 1 of 5

Offtg. Principal BHARATI COLLEGE (University of Delhi)

KESIVENT ce & Communication Advance Institute of Financial Markets & Research

- 4. ADD-ON COURSE(S) TITLE, FEE, SYLLABUS, ELIGIBILITY, & OTHER DETAILS: The addon course to be run under this MOU & their respective fee, are detailed in *Annexure 1 & Annexure* 2 respectively.
- 5. FEE SHARING, REIMBURSEMNTS & CALCULATIONS: Bharati College shall collect and share the course fee receipts for the add-on courses with AIFMR in the following ratio:

BHARATI COLLEGE (30%): AIFMR (70%), if student strength is more than 20. BHARATI COLLEGE (20%): AIFMR (80%), if student strength is from 15 to 20.

The College shall, after receiving the fee(s), shall pay to AIFMR its share of 70%/ 80% in following manner:

First instalment of 25% of the share: at the start/ commencement of classes Second instalment of 25% of the share: on completion of 50% of classes and Final balance of 50% of the share: on final completion of the course.

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 AIFMR at its option and its own costs.
- **7. AIFMR OBLIGATIONS:** As a part of its deliverables for the proposed association with Bharati College, AIFMR agrees to:
- 7.1. To design and develop the syllabus, curriculums, structure of the add-on courses.
- 7.2. Quality delivery is the responsibility of AIFMR and AIFMR would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with Bharati College.
- 7.3. AIFMR 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 provide job placement assistance to enrolled students.
- 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 AIFMR 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/

Page 2 of 5

Offig. Principal ( BHARATI COLLEGE (University of Delhi) C-4. Janakpuri New Delhi-110058 Advance Institute of Advance Institute & Research

- markers, almirah(s) etc. to be used by AIFMR 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 AIFMR, 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 AIFMR.
- 8.7. Determine the schedule/timings of the classes of add on courses to be run by AIFMR, with mutual consent.
- 8.8. To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the support that may be needed by AIFMR 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 AIFMR
- 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 AIFMR or advised by AIFMR 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. AIFMR 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)) 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, 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.

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Page 3 of 5

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Financial Markets & Research

13. ARBITRATION: In the event of a dispute between Bharati College and AIFMR 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 ....OS day of Dec. 2019. mentioned herein before at New Delhi.

For and On behalf of First Part

BHARATI COLLEGE Offing Principal, Bharati College Iniversity of Delhi)

(with stamp / seal) C-4, Jana p... Witness 1:

Name: Dr. Arune Ja Designation: Associate Pro Organization Name: Bhareti Contact #:

9968297490. umajain 1969@ yahoo. Email:

For and on behalf of Second Part

Financial Markets & Research Auth. Signatory, M/s AIFMR Pvt. Ltd (with stamp / seal)

Witness 2:

Name: Nikhil Suin

Designation: Managel: 122Pelate Allentes Commorganization Name: AIFHR PUP. LTD.

& Communication

Contact #: 4711148175 Email:

ndoinisa @ Gnail. con

### **ANNEXURE 1**

### Advance Skill Programme on Financial Markets Syllabus

	Advance Skill Progra	mme on Financial Markets	
	Dur	ation: 60 hrs	
ł	Equity Market - 20 Hrs.	Derivatives - 20 hrs.	
	What is Economy?	What is Derivative Market?	
	What is Equity Market & Its objectives?	Why there was need to setup derivative exchange?	
1	Why there was need to setup Equity exchange?	Objective of Derivetive Market?	
ı	Wealth Creation Place / Gambling Place?	Market for Speculation / Hedging?	
5	Wealth Creation Place / Gambling Place?	Products of Derivative Market	
5	Govt. Policies & Sector Analysis (4-5 sec)	Futures	
7	Macro Factors Effecting Equity Market	Mark to Market & Risk Management	
в	Products of Equity Market	Options & Stretegies	
9	Business Model of 5-6 companies	Applications of Option	
0	Product Demand, Management etc	Risk Management	
1	Mutual Funds & AIF		
	Technical Analysis - 20 Hrs.	]	
1	Introduction of Technical Analysis		
2	Challenges & Opportunities		
3	Role of Technical Analysis in Decision Making		
4	Types of Technical Analysis	4	
5	Formation Based Analysis	4	
6	Formula Based Analysis	4	
7	Japanese Candle Sticks	4	
8	Case Studies (Current & Historical)	4	
9	Role of Software	4	
10	Applications of Technical Analysis		

### **ANNEXURE 2**

### **Short Term Training for Bharati College**

### **Price Sheet**

Sno.	Short Term Course	Duration	Total Price in INR
1	Advance Skill Programme	60 hours	For Bharati College
	on Financial Markets		Students : Rs.11,000/-
			For Others :Rs.12,000/-

Offtg. Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpure tree Perhi-110058

Page 5 of 5

Alliance & Communication
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### **INDIA NON JUDICIAL**

# **Government of National Capital Territory of Delhi** e-Stamp

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

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Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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BHARATI COLLEGE

Article 5 General Agreement

Not Applicable

(Zero)

BHARATI COLLEGE

R K FILMS AND MEDIA ACADEMY

BHARATI COLLEGE

100

(One Hundred only)



......Please write or type below this line.....

### MEMORANDUM OF UNDERSTANDING

#### Between

# BHARATI COLLEGE, NEW DELHI (INDIA) AND RK FILMS AND MEDIA ACADEMY, NEW DELHI (INDIA)

This Memorandum of Understanding is made and entered into on sixth day of *November* 2017 between the parties as follow:

### The Parties

The **Bharati College** located in C-4, Vidya Marg Janak Puri, New Delhi 110054 represented through its Acting Principal, Dr. Mukti Sanyal, (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 Party**.

#### AND

R K Films & Media Academy, New Delhi (a unit of R K Educational Trust) with its registered office at 8A/8, W.E.A, Karol Bagh, New Delhi 110005 through its authorized representative, 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 in interest and permitted assigns of the Second Party.

Whereas, Bharati College is desirous of imparting skills oriented training in Media & Entertainment Industry for the prospective learners/students seeking to learn the skills related to this sector. And whereas, RKFMA seeks to partner with Bharati College to offer specially designed add-on courses/ programs in the field.

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**:

1. OBJECT: To facilitate prospective learners/students interested in pursuing Media, Entertainment & Communications related add-on courses at Bharati College as proposed & conducted by RKFMA.

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- 2. CERTIFICATION: On successful completion of the course(s) by learner(s), Bharati College & RKFMA shall issue 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 Colleges 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.
- 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*.
- 5. FEE SHARING, REIMBURSEMNTS &CALCULATIONS: Bharati College shall collect and share the course fee receipts for the add-on courses with RKFMA in the following ratio:

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

The College shall, after receiving the fee(s), shall pay to RKFMA its share of 70% in following manner:

First installment of 25% of its share: at the start/ commencement of classes Second installment of 25% of its share: on completion of 50% of classes and Final balance of 50% of its share: on final completion of the course and award of certificate to the student.

The payments to be made shall be governed by the Indian Income Tax Laws prevailing at the time of payment.

6. PRINTING AND STATIONARY: Bharati College shall make available the admission forms for the students and retain its sale proceeds with it. Any other printed material, if required, may be printed by RKFMA at its option and its own costs. The Printing material bearing the name or logo of the college shall not be used by RKFMA for any other purpose or at any other place.

For R.K. File

Acting Principal

Acting Principal

Obligation APATI COLLEGE

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C.d.

- 7. **RKFMA OBLIGATIONS:** As a part of its deliverables for the proposed association with Bharati College, RKFMA agrees to:
- 7.1 To design and develop the syllabus, curriculums, structure of the add-on courses in consultation with Bharati College.
- 7.2 To conduct theory and practical classes at the premises of Bharati College with the infrastructure of the College. For this the College, upon its discretion, may exercise the option of utilizing the facilities already available at RKFMA.
- 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 7-8 sessions at RKFMA studio to give students glimpse of real life exposure to the Mass Media industry jobs.
- 7.6 To effectively complete "Certificate Program in Mass Communication (Specialization in Radio Jockeying & TV Journalism)" Course
- 7.7 To assess the students' 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.
  - That the RKFMA shall be responsible for the manpower and faculty sent by them to the college for conducting the said courses. The college shall not be responsible for payments of any kind of emoluments to the said staff of RKFMA.
  - The RKFMA shall provide a list of all the staff engaged by them for this purpose. The staff of the RKFMA would be allowed entry in the College only with the identity card issued by the College. The verification if the said staff should be the responsibility of the RKFMA. The College shall not be responsible for any acts of the said staff of RKFMA and RKFMA would fully indemnify the college for all the actions of its staff in the college premises.
- 7.11 The RKFMA hereby undertakes to keep the College harmless and indemnified against any claim or demand of its staff under any industrial law or any other law for the time being in force, or as may be amended from time to time.

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Official Principalge 3 of 7

(University of Delhi) C-4, Janakpuri, New Delhi-110058

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### **BHARATI COLLEGE OBLIGATIONS**

- Allow use of College's logo, web-links, videos, photos or other creative 8.1 (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).
- Allot needed number of classroom(s), computer lab(s) / audio-video studio in 8.2 the its premises with requisite furniture and fixtures, electricity, fans, lighting, instruction boards/ markers, almirah(s) etc. to be used by RKFMA for the training of students enrolled in add-on courses.
- 8.3 This allotment of class room shall not confer any right in or upon the said premises of any kind whatsoever to the RKFMA. The RKFMA right to use the said space shall be co-extensive with main contract (i.e. the Agreement), and the said allotment shall automatically come to an end on the conclusion of the same, as the case may be, on any ground whatsoever
- 8.4 Provide its College Auditorium/ Seminar/Conference Rooms/ 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 RKFMA, at no extra costs.
- The College shall also make admission forms available at a nominal rate. The 8.5 proceeds of the same shall be used for various expenses to run the course.
- 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 8.7 its affair at the College. The same shall be made accessible to authorized representative of RKFMA.
- Determine the schedule/timings of the classes of add on courses to be run by RKFMA, with mutual consent.
- To ensure that the interest of RKFMA & its properties are not affected in anyway by the activities of any students and teachers unions operating in the vicinity.
- 8.10 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.
- To allow the entry of the enquiring/ prospective candidates and admitted 8.11 students for the courses to be run through RKFMA
- 8.12 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

C-4, Janakpuri, New Delhi-110058

- 8.13 To consider revision in course fee, in mutual consent with RKFMA or advised by RKFMA from time-to-time.
- 8.14 To allow audio-video recording(s) within its premises, that may be needed for conducting practical lesson(s), assignment(s) or project(s) by the teacher or students of the courses as per this MoU.
- 8.15 To allow RKFMA to carry on promotional campaign **once** before the commencement of the course in its Campus on Tuesday during the Activity period.
- 8.16 To publish on its website(s) and other social media platforms up-to-date information(s) of courses as per this MoU.
- 9 RKFMA shall continue with its educational/ training activities elsewhere as well without using the name of the college in any manner.
- 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 further with mutual consent of the parties.
- 11 TERMINATION OF AGREEMENT: The College shall at any time be entitled to determine and terminate the agreement before one year for any reason including unsatisfactory performance or violation of terms of agreement or statutory regulations of any of the other terms and conditions of the agreement. A notice in writing from the college to the RKFMA shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof or sufficient time which is required for the students already enrolled to complete the course as the case maybe. However, it should be insured that the students pursuing the course are able to complete the course in the said notice period. However, the termination of the agreement shall not relieve the RKFMA of any of its obligations imposed by the agreement with respect to the obligations assigned to them prior to such termination.
- 12 MODIFICATION TO THE MOU: The MOU can be modified through mutual written consent of the parties to this MOU.
- 13 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

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or R.K. Films & render Andrews

BHARATI COLLEGE
(University of Delhi)

-4. Janakpuri, New Delhi-110058

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 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.

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

In witness whereof the parties hereto have signed this MOU on this sixth day of November 2017 mentioned herein before at New Delhi.

For and On behalf of First Part

Acting Principal, Bharati College

(With stamp / seal) Janakpuri, New Delhi-110058
Witness 2:

BHAVNA KALE Name:

Designation: PS ST7 PROF Organization Name: Bharate College

Contact #:

Email:

9540652028

For and on behalf of Second Part 7nr R.K. Film

Auth. Signatory, RK Films & Media Academy (With stamp / seal)

Name: Mikhil

Designation: Office Admir Organization Name: RKFMA

Contact #: 9999496878

Email: hikhid @ &k fma. com

bhavna Kale 2000@ yahoo, com.

### **Certificate Program in Mass Communication**

(Specialization in Radio Jockeying & TV Journalism)

### **Topics**

Overview of the Television & Radio Industry

Voice Over & Voice Projection

Radio Presenting and Mic Techniques - On-air Essentials; Recording the voice

Public Speaking: Showing how to hold an audience's attention

Demonstrating how to control body language, Breathing and articulation

News Writing; Basic awareness of legal issues;

TV Interviewing, presenting and reporting techniques

Legal pitfalls (what NOT to say);

Course Training methodology

Relevant theory sessions apart from recording studio training, camera facing and stage anchoring activities/demonstrations.

### Course Duration

Three Months

### Total sessions / Total Hours

Twenty Four sessions / Thirty Six Hours

### Course Fee

Rs. 18,000/- for external students

Rs. 15,000/- for Bharati College students

Co-educational course, i.e., both male and female students shall be allowed to enroll in

Minimum 10+2 qualified or equivalent from any stream(s)/discipline(s). Candidates appearing the qualifying examinations may also apply and enroll.

Screening and shortlisting of the applicants for admissions to be conducted by Bharati College & RKFMA, wherever found necessary.

### Award of Certification

Bharati College and RKFMA may jointly plan and schedule assessment of the students for award of final course completion certification. This may also include submission of audio-video productions by a student alongwith appearance in written/practical/vivavoce based assement(s), if needed.

En. Director



### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference.

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

### INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

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BHARATI COLLEGE

Article 5 General Agreement

Not Applicable

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(Zero)

BHARATÍ COLLEGE

R K FILMS & MEDIA ACADEMY

BHARATI COLLEGE

100 (One Hundred Only)



Please write or type below this line.

### MEMORANDUM OF UNDERSTANDING

between

### BHARATI COLLEGE, NEW DELHI (INDIA) AND RK FILMS AND MEDIA ACADEMY, NEW DELHI (INDIA)

This Memorandum of Understanding is made and entered into on 5 day of 1019 between the parties as follow: aor R.K. Films &

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ald be verified at "www.shcllestamp.com". Any discrepancy in the details on this Certificate and as

#### The Parties

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#### AND

R K Films & Media Academy, New Delhi (a unit of R K Educational Trust) with its registered office at 8A/8, W.E.A, Karol Bagh, New Delhi 110005 through its authorized representative, 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 in interest and permitted assigns of the Second Party.

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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:

- 1. **OBJECT:** To facilitate prospective learners/students interested in pursuing Media, Entertainment & Communications related add-on courses at Bharati College as proposed & conducted by RKFMA.
- 2. CERTIFICATION: On successful completion of the course(s) by learner(s), Bharati College & RKFMA shall issue joint certificate(s) of the course(s) completed countersigned by the authorized person(s) of Bharati College & RKFMA.
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Offig. Principal EHAMATI COLLEGE (University of Telesia Page 2 of 7

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- To assess the students' progress enrolled in the course on continuous basis. 7.7
- To advise and recommend any needed additions in number of add-on courses, advise and 7.8 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.
- That the RKFMA shall be responsible for the manpower and faculty sent by them to the 7.9 college for conducting the said courses. The college shall not be responsible for payments of any kind of emoluments to the said staff of RKFMA. Page 3 of 7

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- The RKFMA hereby undertakes to keep the College harmless and indemnified against any 7.11 claim or demand of its staff under any industrial law or any other law for the time being in force, or as may be amended from time to time.

### BHARATI COLLEGE OBLIGATIONS

1

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- Determine the schedule/timings of the classes of add on courses to be run by RKFMA, with 8.8 mutual consent.
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- 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 8.13 from time-to-time.

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Page 4 of 7

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Page **5** of **7** 

14 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 and 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 fail 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** 

MIFTH day of JULY 2019 In witness whereof the parties hereto have signed this MOU on this mentioned herein before at New Delhi.

fftg, Acting Principal, Bharati College

For and On behalf of First Part

(With stamp / seal) Witness 1: Name: Dr. Malgrakade

Designation: Associate Professor Organization Name: Bharati allege

Contact #: 98730 33440 Email:

malaranie 072 a2 malaranio 12 @ gmail. Con

For and on behalf of Second Part

Auth. Signatory, RK Films & Media Academy (With stamp / seal)

Witness 2: Name: N C Bansa Designation: Chair

Organization Name: R.K.

Contact #: 9810087266 Email: ncbansal@gmail.com

### Certificate Program in Mass Communication

(Specialization in Radio Jockeying & TV Journalism)

### **Topics**

Overview of the Television & Radio Industry

Voice Over & Voice Projection

Radio Presenting and Mic Techniques - On-air Essentials; Recording the voice

Public Speaking: Showing how to hold an audience's attention

Demonstrating how to control body language, Breathing and articulation

News Writing; Basic awareness of legal issues;

TV Interviewing, presenting and reporting techniques

Legal pitfalls (what NOT to say);

Course Training methodology

Relevant theory sessions apart from recording studio training, camera facing and stage anchoring activities/demonstrations.

### **Course Duration**

Three Months

### Total sessions / Total Hours

Twenty Four sessions / Thirty Six Hours

#### Course Fee

Rs. 18,000/- for external students

Rs. 15,000/- for Bharati College students

Eligibility

Co-educational course, i.e., both male and female students shall be allowed to enroll in this course.

Minimum 10+2 qualified or equivalent from any stream(s)/discipline(s). Candidates appearing the qualifying examinations may also apply and enroll.

Screening and shortlisting of the applicants for admissions to be conducted by Bharati College & RKFMA, wherever found necessary.

### Award of Certification

Bharati College and RKFMA may jointly plan and schedule assessment of the students for award of final course completion certification. This may also include submission of audio-video productions by a student alongwith appearance in written/practical/viva-voce based assement(s), if needed.

Page 7 of 7

### सत्यमंब जयते

### INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

#### Certificate No.

Certificate Issued Date

Account Reference

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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BHARATI COLLEGE

: Article 5 General Agreement

C- 4, VIDYA MARG, JANAK PURI, NEW DELHI- 110054

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(Zero)

BHARATI COLLEGE

DRISHYA MOVIES PVT LTD

BHARATI COLLEGE

100

(One Hundred only)



Please write or type below this line....

### Memorandum of Understanding

Between

# BHARATI COLLEGE, NEW DELHI (INDIA) AND M/S INDIAN ACADEMY OF SHORTS, NOIDA (INDIA)

This Memorandum of Understanding is made and entered into on 5th day of December 2019 between the parties as follow:

BHARATI COLLEGE
(University of Delhi)

C.4. Janakpuri, New Delhi-58

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#### The Parties

**Bharati College** located in C-4, Vidya Marg Janak Puri, New Delhi 110054 represented through its **officingly** Principal, Dr. Mukti Sanyal, (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

M/S DRISHYA MOVIES PVT. LTD. (the holding company of) INDIAN ACADEMY OF SHORTS, New Delhi registered in India under Registrar of Companies in year 1994 and having its registered office at EA 358 Maya Enclave New Delhi 110064 through its Director Mr. Aditya Seth (hereinafter referred as IAS) 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, IAS is engaged in providing provide an integrated understanding of media & the requisite skills to apply the same within the realm of Film making and Non Filmmaking courses with a 360 degree approach to Media Teaching. The endeavour is to develop skills in addition to whatever else maybe the

participants' vocation. The representative of IAS 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 Mass Communication, Computer Science and other related disciplines for the prospective learners/students seeking to learn the skills related to this sector.

Therefore, **Bharati** College and IAS, 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 Mass Communication with specialisation in Short Fiction Film & Ad film making course at Bharati College as proposed by IAS.
- 2. **CERTIFICATION:** On successful completion of the cou**rse(s)** by learner(s), Bharati College & IAS shall issue joint certificate(s) of the course(s) completed countersigned by the authorized person(s) of Bharati College & IAS.
- 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 IAS, 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 & Annexure 2* respectively.
- 5. FEE SHARING, REIMBURSEMNTS & CALCULATIONS: Bharati College shall collect and share the course fee receipts for the add-on courses with IAS in the following ratio:

  BHARATI COLLEGE (30%): IAS (70%), if student strength is upto 20.

Offtg. Principal
BHARATI COLLEGIE
(University of Delhi)
C-4, Janakpuri, New Delhi-58

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### BHARATI COLLEGE (35%): IAS (65%), if student strength exceeds 20.

The College shall, after receiving the fee(s), shall pay to IAS its share of 65%/70% in following manner:

First instalment of 25% of the share: at the start/ commencement of classes Second instalment of 25% of the share: on completion of **50**% of classes *and* Final balance of 50% of the share: on final completion of **the** course.

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 IAS at its option and its own costs.
- 7. IAS OBLIGATIONS: As a part of its deliverables for the proposed association with Bharati College, IAS agrees to:
- 7.1. To design and develop the syllabus, curriculums, structure of the add-on courses.
- 7.2. Quality delivery is the responsibility of IAS and IAS would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with Bharati College.
- 7.3. IAS 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 so as to give students practice in and exposure to live projects/ products.
- 7.6. To effectively complete Fiction & Ad Film Making 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 upgradation(s) that **may** be required in the existing add-on courses and implement the same accordingly with the **cons**ent 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 IAS promotions materials, websites/online, activities and advertisements (whether in print or electronic or digital media forms).
- 8.2. Allot needed number of classroom(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 IAS 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 IAS, at no extra costs. The same shall be provided for the shooting & editing for the films to be produced by the students.
- 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.

Oiftg. Principal
BHARATI COLLEGE
(University of Delhi)
C-4. Janakpuri, New Delhi-58

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- 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 IAS.
- 8.7. Determine the schedule/timings of the classes of add on courses to be run by IAS, with mutual consent.
- 8.8. To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the support that may be needed by IAS 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 IAS
- 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 IAS or advised by IAS 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. IAS 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)) 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, 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 IAS 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.

Offtg. Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-58

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SEAL OF THE PARTIES

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this MOU on this 5th day of----mentioned herein before at New Delhi. before at New Delhi.

For and On behalf of First Part

Officiating Principal, Bharati College (with stamp / seal)

BHARATI COLLEGE

Witness 1:

(University of Delhi)

Name: Designation: C-4, Janakpuri, New Delhi-58

Organization Name: Contact #:

Email:

M- 9-13684095

For and on behalf of Second Part

Auth. Signatory, Drishya Movies Pvt. Ltd. (with stamp / seal)

MS. LAJWANTI

Witness 2:

Name:

Designation: Section officer (Adum)
Organization Name: Bharat, Cellege
Contact #: 8826124922
Email: Bharati ly ments affiner (Con

Page **5** of **7** 

### **ANNEXURE 1**

### **Syllabus**

The course details are as follows

Curriculum:
Indian Culture & evolution of Media
Fundamentals of Advertising
Fundamentals of Film
USP and Target Audience
Branding and Research
Developing a creative strategy
Writing a Creative Brief
Concept, Story and Ideation Fundamentals
Screenplay writing
Dialogue writing
Script finalization (Ad Film & Fiction)

From Script to shoot Fundamentals Shot breakdown & Image size Production & Budgeting Master Chart Production Design Casting & Locations Logo, colour schemes, Story board PPM

Cinematography
Sound Recording
Editing
Music recording
Logo animation
Producing the final film Fiction or Ad Film as per the students chosen specialization.

Offtg. Principal
BHARATI COLLEGE
(University of Delli)
C-4, Janakpuri, New Delhi-58

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### **ANNEXURE 2**

### Short Term Training for Bharati College

### **Price Sheet**

Sno.	Short Term Course	Duration	Total Price in INR
1	Short Fiction & Ad Film Making	2 Months	For Bharati College
•			Students: Rs. 20,000/-
			For Others: Rs.21,000/-

BHARATI COLLEGE (University of Delhi) C-4, Janakpuri, New Delhi-58

Ms.

Bond



### Indian-Non Judicial Stamp **Haryana Government**



Date: 23/07/2020

Certificate No.

G0W2020G438

Stamp Duty Paid: ₹ 101

GRN No.

65808047

(Rs. Only)

(Rs. Zero Only)

Penalty:

₹0

**Deponent** 

Name:

Livonics infotech Pvt Itd

H.No/Floor: Na

Sector/Ward: Na

Landmark: Na

City/Village: Gurugram

District: Gurugram

Phone:

98\*\*\*\*\*18

State: Haryana



Purpose: AGREEMENT to be submitted at Other

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(University of Delhi) Janakpurl, New Delhi-110058

Memorandum of Understanding

Between

Bharati College, University of Delhi, New Delhi, India

And

Psychoanalysis India, New Delhi, India



This Memorandum of Understanding (MOU) is made and entered into on the	day of
2020 between the parties as follows.	_ duy or

#### The Parties

**Bharati College**, located in C-4, Janakpuri, New Delhi 110058, through its Officiating Principal Dr Rekha Sapra (hereinafter referred to as the 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

**Psychoanalysis India**, C/o M/s Livonics Infotech Private Limited, having its office at 13, 3<sup>rd</sup> Floor, F Block Shopping Plaza, South City 2, Gurgaon, Haryana through its Director, Mr. Amit Aggarwal (hereinafter referred to as PI), 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 Psychoanalysis India (PI), 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, comprising mental health professionals: counsellors, psychologists, psychotherapists and psychiatrists, and has been organising conferences, seminars and workshops;

And whereas PI has now launched an initiative of training in mental health, and proposes to start a short-term certificate 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; Dr Sonali Jain, the Convenor of the Centre, has acquired certification in Psychodynamic Psychotherapy from the Centre for Psychoanalytic Studies (CPS), University of Delhi, and practises in College under the supervision of a professional psychotherapist;

And whereas Bharati College is desirous of sensitizing people, especially students, regarding mental health, while promoting the development of employable skills relating to mental health and counselling;

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

Page number 2 of 9

Acting Principal
BHARATI COLLEGE
(University of Delhi)
C-4 Janakouri New Delhi 110059

- 1. Object: To facilitate prospective learners/students interested in pursuing a Certificate Course on Mental Health and Counselling
- 2. Certification: On successful completion of the course by learners, Bharati College and PI shall issue joint certificates countersigned by the authorized persons of Bharati College and PI.
- 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 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.
- **5. Fee Sharing, Reimbursements and Calculations:** Bharati College shall collect and share the course fee receipts for the certificate course with Psychoanalysis India in the following ratio:

Bharati College (25%): Psychoanalysis India (75%)

The College shall, after receiving the fees, pay to PI its share in the following manner:

- a. 30% of the total amount payable on the commencement of classes
- b. 40% of the total amount payable at the completion of 50% of classes, and
- c. 30% of the total amount payable within 15 days from the date of successful completion of the entire course.

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

6. Mode of Payment: Payments to Psychoanalysis India 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

Acting Principal
BHARATI COLLEGE
(University of Delhi)
A Janakpurl, New Delhi-110058

Page number 3 of 9

- 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 PI at its own cost.
- 8. Pl obligations: As part of its deliverables for the proposed association with Bharati College, PI agrees to
- 8.1 Design and develop the structure and syllabus of the certificate course
- 8.2 Ensure quality delivery through in-house faculty or guest faculty engaged as required, in conjunction with Bharati College
- 8.3 Make payment to guest faculty
- 8.4 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
- 8.5 Maintain student records and assure confidentiality of the same
- 8.6 Provide appropriate study materials to the students
- 8.7 Conduct sessions so as to provide students practice in and exposure to live projects
- 8.8 Assess the progress of students enrolled in the course on a continuous basis
- 8.9 Provide job placement advice to interested enrolled students
- 8.10 Advise and recommend any modifications and upgradations that may be required in the existing certificate course, and implement the same with the consent of the College.

For the sake of abundant caution, it is hereby clarified that Psychoanalysis India 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 enrol in the course organized under this MoU. However, Psychoanalysis India will make best efforts to facilitate placements/ opportunities for career enhancement.

- 9. Bharati College obligations: As part of its association with Psychoanalysis of India for the running of the course, the College agrees to
- 9.1 Allow use of the College's logo, weblinks, contact information, videos, photos or other creatives (whether in print or electronic forms) at/in Pl's promotional materials, websites/online activities and advertisements (whether in print or electronic forms)
- 9.2 Make admission forms available at a nominal rate and use the sale proceeds, if any, for expenses related to the running of the course
- 9.3 Collect fees for the certificate course, maintain proper records and account thereof, and make the same available to authorized representatives of PI
- 9.4 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
- 9.5 Provide identity cards to bona fide students of the course
- 9.6 Consider revision in course fees if required, and in consultation with PI
- 9.7 Publish on its website and social media platforms up-to-date information about the course as per this MoU.

Page number 4 of 9

Acting Principa BHARATI COLLEGE C-4, Janakpurl, New Delhi-110058 In the event that any part of this course is delivered in face-to-face mode, the College further undertakes to

- 9.8 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 PI for the conduct of the course
- 9.9 Provide its College auditorium/seminar room/ conference room/ Amphitheatre or theatre lab along with audio/video, lights, power backup and spaces within College premises for a promotional programme once before the commencement at no extra cost
- 9.10 Determine the schedule of classes in consultation with PI
- 9.11 Keep the peons, guards, electricians etc. duly informed about the support that may be needed by PI for smooth execution of the roles and responsibilities entrusted
- 9.12 Allow entry of the enquiring prospective candidates and admitted students
- 10. Psychoanalysis India shall be free to conduct educational and training programmes elsewhere.
- 11. Validity and Duration of Agreement: This MoU shall become effective upon signature by the authorized officials from Psychoanalysis India 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 Psychoanalysis India and Bharati College, this MoU shall end on 31 July 2021 or one year from the date of signing, whichever is later.
- **12. Modification of the MoU:** This MoU may be modified by mutual consent of authorized officials from Psychoanalysis India 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 Psychoanalysis India / Dr Anurag Mishra shall be the sole property of Psychoanalysis India / Dr Anurag Mishra (as the case may be).

Acting Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-110058

Page number 5 of 9

In the event that Psychoanalysis India / Dr Anurag Mishra brings any prior art, owned by Psychoanalysis India / Dr Anurag Mishra or any of its researchers/personnel for the MoU, Psychoanalysis India / Dr Anurag Mishra 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 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.



NINFOTECH TITLE OF

#### **SEAL OF THE PARTIES**

In witness whereof the Parties hereto have signed this MoU on this of day of August. 2020.

For and on behalf of the First Party

Officiating Principal, Bharati College

Acting Principal
(with stands A Sea PLLEGE
(University of Dein)
C-4, Janatouri, New Dein 170058

Witness 1

Name: Dr. Mala Ram'

Designation: Associate Professor Organisation Name: Bharati College Contact phone number: 9873033440

Email: mala, rani@du, ac. in

For and on behalf of the Second Party

Livonics Infotech Private Lim Director

(with stamp / seal)

Witness 2

Name: Amitabha Mukhence

Designation: Professor (Retd.)

Contact phone number: 9810787677

Email: animukh

enimukho amad . com

Acting Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpurl, New Delhi-110058

#### Annexure 1

Title of Course: Certificate course in Mental Health and Counselling

Eligibility: Any candidate, male or female, who has completed Class XII (or equivalent in the case of international students) is eligible

Duration: 4 months (tentative dates: from 17 August 2020 to 16 December 2020)

Mode of Delivery: Online

Syllabus: The course will contain, but not be limited to, the following content:

An Introduction to Psychoanalysis. Introducing Sigmund Freud

Role of the Counsellor. The setting and boundaries. Professional ethics

Models of the Mind

Transference and Countertransference

Diagnosis and case formulation

Working with children and adolescents

Hysteria, Defence Mechanisms

Literature and Psychoanalysis

Psychoanalysis and Film

Feminism and Psychoanalysis

#### **Details of Classes**

1. The course shall be delivered through e-lectures as well as other modes as specified below. There will be two e-lectures of 90 minutes each a week, except when there are seminars/group work.

2. Self-experience group work shall be carried out online under supervision. The duration and frequency of these sessions will be decided by mutual consultation. If conditions so permit, some sessions may be held in face-to-face mode in College or at Psychoanalysis India premises.

3. Online student seminars may be arranged as required.

4. Special e-lectures/webinars delivered by eminent speakers on external platforms

may be treated as part of the course, if appropriate.

Acting Principal
BHARATI COLLEGE
(University of Delhi)
3-4, Janakpuri, New Delhi-110058

Page number 8 of 9

#### Annexure 2

#### Course fees

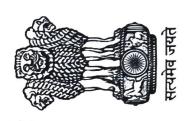
The course fee shall be Rs 20,000/- (Rupees twenty thousand only) for the entire duration of the course, payable in advance;

Provided that regular students of Bharati College may be admitted to the course at a reduced fee of Rs 18,000/-, i.e. 10% less than the full fee;

Provided further that Bharati College, may, in deserving cases, allow up to 5 students to pay the fee according to a deferred payment schedule.

The fee for international students shall be fixed by mutual consultation between Bharati College and Psychoanalysis India, but shall not be less than 400 US dollars, payable in advance.

Acting Principal
BHARATI COLLEGE
(University of Delhi)
C-4, Janakpuri, New Delhi-110058



## INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

### e-Stamp

### Certificate No.

Unique Doc. Reference Certificate Issued Date Account Reference Purchased by

Consideration Price (Rs.) Description of Document Property Description

Stamp Duty Amount(Rs.) Stamp Duty Paid By Second Party First Party

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SUBIN-DLDL83740399497428466606R

Astha Gill

Article Others

C-4 Vidya Marg Janak puri, New Delhi 110054

(Zero)

Bharati College

Special Persona Learning Gallery

Special Persona Learning Gallery

(One Hundred only)



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## MEMORANDUM OF UNDERSTANDING

Between

## BHARATI COLLEGE, NEW DELHI (INDIA)

SRECIAL PERSONA LEARNING GALLARY, NEW DELHI (INDIA) AND

Janakpuri, New Delhi-58 OLLEGE of Delhi) Offtg. Phr BHARATI 00 (University

Page 1 of 8

should be verified at "www.shoilestamp.com", Any discrepancy in the Statutory Alert:

available on the website terriers it invario.

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.



-day of December 9 13 This Memorandum of Understanding is made and entered into on between the parties as follow:

### The Parties

DELHI 110054represented through its Officiating Principal, DR. MUKTI SANYAL, (hereinafter referred as repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in expression shall, unless excluded by NEW PURI, JANAK MARG 'BHARATI COLLEGE' OR 'COLLEGE') which VIDYA interest and permitted assigns of the First Part C-4, .⊑ COLLEGElocated BHARATI

#### AND

SPECIAL PERSONA LEARNING GALLERY, NEW DELHIregistered in Indiaas MSME, UAM no. DL11D0018153 and having its registered office at196, II FLOOR, MUKHERJEE PARK, NEW DELHI-110018, through its Director MS. ASTHA GILL, (hereinafter referred as'SPLG') 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 TILAK NAGAR, Second Part. Whereas, SPECIAL PERSONA LEARNING GALLERY is engaged in providing Aviation training, skill development, consultation, placement assistance and has strength in development and delivery, particularly in the areas of cabin crew training, communication skills, interview training and grooming has approached the College to establish an effective relationship in the larger interest of the sector.

Hospitality and other related disciplines for the prospective learners/students seeking to learn the skills Aviationand Whereas, BHARATI COLLEGEis desirous of imparting skills oriented training in related to this sector and increase their employability.

Therefore, BHARATI COLLEGEand SPECIAL PERSONA LEARNING GALLERY, upon the premises and covenants mentioned hereinafter, each individually a Party, and collectively referred to as Parties, agree to work together in joint venture:

- **OBJECT:** To facilitate prospective learners/students interested in pursuing Aviation, Hospitality training course at Bharati College as proposed by SPLG.
- &SPLG shall issue joint certificate(s) of the course(s) completed countersigned by the CERTIFICATION: On successful completion of the course(s) by learner(s), Bharati College authorized person(s) of Bharati College & SPLG. ri
- 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 3

Offtg. Principal BHARATI COLLEGE (University of Delhi) C-4, Janakpuri, New Delhi-58

Page 2 of 8

\* PH:

track of the enrolments for the courses, its proper delivery/ training by SPLG, fee collections, etc. to safeguard the interest of all concerned.

- The add-on course to be run under this MoU & their respective fee, are detailed in Annexure 1 ADD-ON COURSE(S) TITLE, FEE, SYLLABUS, ELIGIBILITY, & OTHER DETAILS: & Annexure 2 respectively. 4
- FEE SHARING, REIMBURSEMNTS & CALCULATIONS: Bharati College shall collect and share the course fee receipts for the add-on courses with Special Persona Learning Gallery in the following ratio: i

BHARATI COLLEGE (20%): SPLG (80%): if student strength is less than, equal to 20. BHARATI COLLEGE (30%): SPLG (70%): if student strength is more than 30. BHARATI COLLEGE (25%): SPLG (75%): if student strength is 20-30.

The College shall, after receiving the fee(s), shall pay to SPLG its share in the following

Second instalment of 25% of the share: on completion of 50% of classes and First instalment of 25% of the share: at the start/ commencement of classes Final balance of 50% of the share: on final completion of the course.

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

- 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 SPLG at its option and its own costs. 9
- SPLG OBLIGATIONS: As a part of its deliverables for the proposed association with Bharati College, SPLG agrees to: ۲.
- To design and develop the syllabus, curriculums, structure of the add-on courses. 7.1.
- Quality delivery is the responsibility of SPLG and SPLG would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with Bharati College. 7.2.
- SPLG 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 7.3.
- Maintain student's records and confidentiality of the same. 7.4.
- To conduct sessions so as to give students practice in and exposure to live projects/ 7.5.
- 7.6. To effectively complete Aviation Programme Course.
- To assess the student progress enrolled in the course on continuous basis. 7.7.



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- To provide job placement assistance to interested enrolled students. 7.8.
- 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. 7.9.

## 8. BHARATI COLLEGE OBLIGATIONS

- Allow use of College's logo, web-links, contact information, videos, photos or other websites/online, activities and advertisements (whether in print or electronic or digital creatives (whether in print or electronic forms) at/in SPLG promotions materials, media forms). 8.1.
- Allot needed number of classroom(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 SPLG for the training of students enrolled in add-on courses. 8.2.
- 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 SPLG, at no extra 8.3.
- The College shall also make admission forms available at a nominal rate. The proceeds of the same shall be used by the college for various expenses to run the course. 8.4.
- The College shall provide Identity cards to bona-fide students of the course. 8.5.
- 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 SPLG. 8.6.
- Determine the schedule/timings of the classes of add on courses to be run by SPLG, with mutual consent. 8.7.
- support that may be needed by SPLG in smooth execution of the roles and responsibilities To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the 8.8
- To allow the entry of the enquiring/ prospective candidates and admitted students for the courses to be run through SPLG. 8.9.
  - 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. 8.10.
- To consider revision in course fee, in mutual consent with SPLG or advised by SPLG from time-to-time. 8.11.
- To publish on its website(s) and other social media platforms up-to-date information(s) of courses as per this MoU. 8.12.
- Special Persona Learning Gallery shall continue with its educational/ training activities elsewhere as well. 6
- 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)) years. The duration of this MOU can be extended for further duration with mutual consent.



Page 4 of 8

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- 11. MODIFICATION TO THE MOU: The MOU can be modified through mutual written consent of the parties to this MOU.
- respective obligations under this MOU due to the exigency of one or more of the force majeure Epidemics, 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 12. FORCE MAJEURE: Neither party shall be held responsible for non-fulfilment of their events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike, Lockouts, 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 Special Persona Learning Gallery 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 L3day of Dec. 2019-mentioned herein before at New Delhi.

For and On behalf of First Part

Officiating Picincipals Bharat (with stamp / seal)

Organization Name: BHARATI COLLEGE Contact #: 9873033440 Email: malakani072@gmail.con Designation: ASSOCIATE PROFESSOR Name: DR. MALA-RANI Witness 1:

For and on behalf of Second Part

Auth. Signatory, Special Persona Learning Gallery

(with stamp / seal)

Witness 2:

Name: JASBIR SINGH BIL Designation:

Designation: Red Benk Monoger Organization Name: P898-9189

Manargill 79@ gmail. Com

## ANNEXURE: 1

## Duration of course - 3 months

#### Process:

- Registration form with a closing date. Followed by an assessment test to qualify for the course.
  - Assessment test may be kept free of cost.
- Shortlisted candidates to make complete course payment and enrol for the program.
  - Session starts with an orientation program.
    - 3 sessions in a week- 1.5 hours each

#### Syllabus:

- Introduction to Aviation
- Cabin Crew/ Ground staff Profile
  - Aviation world (q
- Aviation Terminology
- Theory of Flight G G

### Grooming

- Dressing style and Corporate Grooming <u>a</u>
  - Make up techniques (q
    - Health and Hygiene (c) (d)
      - Skin care

## Customer service and Hospitality

- Guest Delight
  - Soft Skills (q
- Social Intelligence 0
- Emotional Intelligence þ
- People Handling Techniques (e)
  - Etiquette and Mannerism

## Communication skills

- Conversational skills
- Verbal and Non- verbal communication (q
  - People Handling Techniques
  - Initiating and Ending a Conversation G G

## Public Speaking

- To enhance the understanding of performing in stress
  - Listening skills
  - Confidence Building केट के
    - Impromptus



Page 6 of 8

## Interview Skills

- How to Prepare Resume. ф ф ф
- Interview Practice for all rounds
- Practice sessions: Group discussions, Role Plays and Group Exercises
  - Mock Interviews

Active participation of every student is ensured through highly interactive sessions.





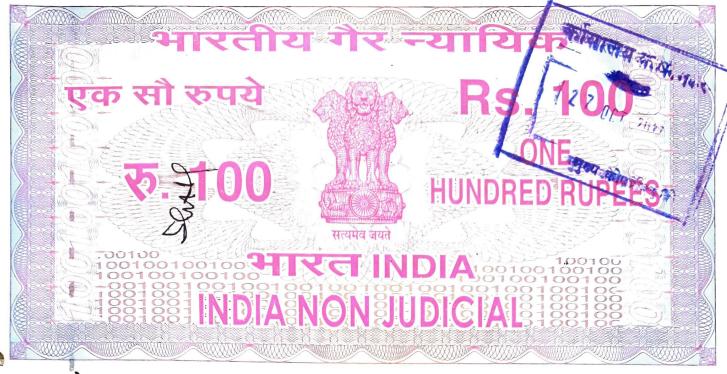
## **ANNEXURE 2**

## Short Term Training for Bharati College

### Price Sheet

S.No.	S.No. Short Term Course	Duration	Total Price in INR
_	Aviation, Hospitality and Personality 3 Months	3 Months	For Bharati college
	Enhancement program.		students:Rs.15,000/-
			For others: Rs.20,000/-





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DX 385539

#### Memorandum of Understanding

Between

#### BHARATI COLLEGE, NEW DELHI (INDIA) AND M/S MOUNT TALENT CONSULTING PVT. LTD, NOIDA (INDIA)

This Memorandum of Understanding is made and entered into on 08th day of November 2017 between the parties as follow:

#### The Parties

Bharati College located in C-4, Vidya Marg Janak Puri, New Delhi 110054 represented through its Acting Principal, Dr.Mukti Sanyal, (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 Party.

#### **AND**

M/s Mount Talent Consulting Pvt. Ltd., New Delhi a company registered in India under the Indian Companies Act 1956 in year 2011 and having its registered office at A-22, 2<sup>nd</sup> Floor, Sector-4, Noida-201301, Uttar Pradesh through its Director (hereinafter referred as MTC) 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 Party.

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Whereas, is engaged in providing Digital Marketing training, skill development, consultation, placement and has strength in development and delivery, innovations and marketing of technology trainings etc. particularly in the areas of Digital Media and IT 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 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 MTC, upon the premises and covenants mentioned here in after, 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 Digital Marketing course at Bharati College as proposed by MTC.
- 2. CERTIFICATION: On successful completion of the course(s) by learner(s), Bharati College &MTC shall issue joint certificate(s) of the course(s) completed countersigned by the authorized person(s) of Bharati College &MTC.
- 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 MTC, 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 respectively.
- 5. FEE SHARING, REIMBURSEMNTS & CALCULATIONS: Bharati College shall collect and share the course fee receipts for the add-on courses with MTCin the following ratio:

#### BHARATI COLLEGE (30%): MTC (70%)

The College shall, after receiving the fee(s), shall pay to MTC its share of 70% in following manner:

Second installment of 25% of the share: at the start/ commencement of classes

Nount Talent Consulting Pvt. Ltd.

Mount Talent Consulting Pvt. Ltd.

Final balance of 50% of the share: on final completion of the course (and award of certificate to the student).

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 MTC at its option and its own costs. The printing material bearing the name or logo of the college shall not be used by MTC for any other purpose or at any other place.
- 7. MTC OBLIGATIONS: As a part of its deliverables for the proposed association with Bharati College, MTC agrees to:
- 7.1. To design and develop the syllabus, curriculums, structure of the add-on courses.
- 7.2. Quality delivery is the responsibility of MTC and MTC would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with Bharati College.
- 7.3. MTC 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 7-8 sessions at MTC Noida Branch to give students practice in and exposure to live projects/ products.
- 7.6. To effectively complete Digital Marketing Course
- 7.7. To assess the student progress enrolled in the course on continuous basis.
- 7.8. To provide job placement assistance to enrolled students who opt for it.
- 7.9. 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.
- 7.10. That the MTC shall be responsible for the manpower and faculty sent by them to the college for conducting the said coursed. The college shall not be responsible for payments of any kind of emoluments to the said staff of MTC.
- 7.11. The MTC shall provide a list of all the staff engaged by them for this purpose. The staff of the MTC would be allowed entry in the college only with the identity card issued by the college. The verification if the said staff should be the responsibility of the MTC. The college shall not be responsible for any acts of the said staff of MTC

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Director

- and MTC would fully indemnify the college for all the actions of its staff in the college premises.
- 7.12. The MTC hereby undertakes to keep the college harmless and indemnified against any claim or demand of its staff under any industrial law or any other law for the time being in force, or as may be amended from time to time.

#### 8. BHARATI COLLEGE OBLIGATIONS

- 8.1. Allow use of College's logo, web-links, contact information, videos, photos or other creative (whether in print or electronic forms) at/in MTC 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) inits premises with requisite furniture and fixtures, electricity, fans, lighting, internet connection, projectors, instruction boards/ markers, almirah(s) etc. to be used by MTC for the training of students enrolled in add-on courses.
- 8.3. This allotment of class room shall not confer any right in or upon the said premises of any kind whatsoever to the MTC. The MTC right to use the said space shall be co-extensive with main contract (i.e. the Agreement), and the said allotment shall automatically come to an end on the conclusion of the same, as the case may be, on any ground whatsoever.
- 8.4. 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 MTC, at no extra costs.
- 8.5. 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.
- 8.6. The College shall provide Identity cards to bona-fide students of the course.
- 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 MTC.
- 8.8. Determine the schedule/timings of the classes of add on courses to be run by MTC, with mutual consent.
- 8.9. To keep the peons/ gatekeepers/ guards/ electrical technicians, etc. duly informed about the support that may be needed by MTC 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 through MTC

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- 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 MTC or advised by MTC 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.
- 9. MTC shall continue with its educational/ training activities elsewhere as wellwithout using the name of the college in any manner.
- 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)) years. The duration of this MOU can be extended for further duration with mutual consent of the parties.
- 11. TERMINATION OF AGREEMENT: The College shall at any time be entitled to determine and terminate the agreement before one year for any reason including unsatisfactory performance or violation of terms of agreement or statutory regulations of any of the other terms and conditions of the agreement. A notice in writing from the college to the MTC shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof. or sufficient time which is required for the students already enrolled to complete the courses as the case maybe. However it should be insured that the students pursuing the course are able to complete the course in the said notice period. However, the termination of the agreement shall not relieve the MTC of any of its obligations imposed by the agreement with respect to the obligations assigned to them prior to such termination.
- 12. MODIFICATION TO THE MOU: The MOU can be modified through mutual written consent of the parties to this MOU.
- 13. 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, Earthquakes, Strike, Lockouts, Epidemics, 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.

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14. ARBITRATION: In the event of a dispute between Bharati College and MTC 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 08<sup>th</sup> day of November 2017 mentioned herein before at New Delhi.

For and on behalf of First Party.

For and on behalf of Second Party

Acting Principal
BHARATI COLLEGE
(University of Delhi)

Acting Principal, Delhi-110058

Respectively of Delhi-110058

Acting Principal, Delhi-110058

College
(With stamp / seal)

Auth. Signatory, M/s Mount Talent Consulting Pvt. Ltd

(With stamp / seal)

Witness 1:

Name:

Designation:

Organization Name:

Contact #:

Email:

Witness 2:

Name:

Designation:

Organization Name:

Contact #:

Email:

#### **Annexure-I**

#### **Short Term Training for Bharti College**

#### **PRICE SHEET**

#### PRICE FOR THE TRAINING

S.No.	Short Term Course	Duration	Total Price INR
1.	Digital Marketing	3 Months	7,000 + GST

#### PRICE FOR THE PLACMENT

S.No.	<b>Short Term Course</b>	Placement	<b>Total Price INR</b>
1.	Digital Marketing	After Course	4,000 + GST

Note: Placement is only for Final year students.

Marin Color



#### **INDIA NON JUDICIAL**

#### **Government of National Capital Territory of Delhi**

#### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

**Description of Document** 

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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BHARATI COLLEGE JANAKPURI DELHI

Article 5 General Agreement

Not Applicable

(Zero)

BHARATI COLLEGE JANAKPURI DELHI

R K FILMS AND MEDIA ACADEMY

BHARATI COLLEGE JANAKPURI DELHI

(One Hundred only)



Please write or type below this line.....

Memorandum of Understanding

Between

**BHARATI COLLEGE, NEW DELHI (INDIA)** R K FILMS & MEDIA ACADEMY (INDIA)

This Memorandum of Understanding is made and entered into on \_\_\_\_\_\_ day of \_\_\_\_\_\_ between the parties as follow:

tor R.K. Films & Media

BHARĂTI COLLEGE (University of Delhi) C-4, Janakpuri, New Delhi-58

Page 1 of 9

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate 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 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 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:

- 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.

Page 2 of 9

Offtg. Principal BHARATI COLLEGE (University of Delh!) C-4, Janakpuri, New Delhi-58

- 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, REIMBURSEMNTS & 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:

- First installment of 40% of RKFMA's share: at the start/ commencement of classes a)
- 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:
- To design and develop the syllabus, curriculums, structure of the add-on courses. 7.1.
- 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. Films & Media Acadi of Alekh. Sign I have the

Page 3 of 9

BHARATI COLLEGE (University of Delhi) C-4, Janakpuri, New Delhi-58

- 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 is association with RKFMA

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- 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.

Contd. to Page 6

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#### **SEAL OF THE PARTIES**

herein before at New Delhi.

For and On behalf of First Part

**Officiating Principal Bharati College** 

(with stamp / seal)

Offtg. Principal Witness Trible College
(University of Delhi)
(Name nakpuri, New Delhi-58

Designation:

Organization Name:

Contact #:

Bharah Clife Organization Name: RK Educational Trust Contact #: 9999-496-878

For and on behalf of Second Part

**Auth. Signatory** 

R. K. Films & Media Academy

(with stamp / seal)

Name: Nikhil Bansal

Designation: Chartered Accountant

Offtg. Principal BHARATI COLLEGE (University of Delhi) C-4, Janakpuri, New Delhi-58

#### Course Title:

#### Diploma in Digital Marketing & Social Media Advertising

#### **Syllabus**

Topics of Discussion							
-Introduction to Digital Marketing	-Fundamentals of E-Commerce Advertising &						
-Search Engine Optimization (SEO): On Page using	Marketing						
CMS / Word Press and Off Page	-Blogging Fundamentals using Wordpress						
-Search Engine Marketing (SEM)	-Content Marketing on Social Media platforms like						
-Social Media Marketing & Advertising (SMM)	Facebook, Instagram, Linkedin, Twitter, YouTube						
-Email Marketing	-Overview of Mobile Marketing						
-Google Ads	-Becoming a Freelancer in Digital Marketing						
-Affiliate Marketing	-Tips for professional certifications from Google,						
-Google Adsense and Analytics	Facebook						
	-How to make domains live?						

Fees, course delivery and training methodologies, class modes, etc.

For Offline Classes	<u>For Online Classes</u>
Class delivery mode(s): Offline and within the	Class delivery mode(s): Online through various
campus of the Bharati College. If needed, classes	virtual platforms like Google Meet, Zoom, WhatsApp,
may also conducted online or using the available	etc.
facilities of RKFMA.	
Fee:	
Rs. 20,000/- for external students	Fee:
Rs.18,000/- for Bharati College's students (Regular/	Rs. 8,000/-
SOL/ NCWEB/ Alumni/ Staff's children)	
Training Methodologies:	Training Methodologies: Shall include live classes,
Discussion and demonstration based sessions in	sharing of notes, quizzes, assignments, projects,
computer lab having requisite software(s) and	practicals, viva-voce, sharing of recorded audio/video
internet connections. College's computer lab with	content(s), webinars, e-learning, virtual labs/events
internet connectivity and projector (including HDMI	all conducted through Online mode. Maintaining
and VGA cables) to support laptop connectivity	audio/video recording(s) of any session shall not be
alongwith requisite power-backup(s).	mandatory on either part of RKFMA or the College.

**Duration:** The duration of the course shall be 36 hours (approx.) spread over 4 months. Duration of each session shall be around 60 minutes, excluding one/two short breaks, if needed, by the trainer.

#### Eligibility

Co-educational course, i.e., both male and female students shall be allowed to enroll in this course. Minimum 10th grade qualified or equivalent from any stream(s)/discipline(s)/ subjects. Candidates appearing the qualifying examinations may also apply and enroll. Screening and shortlisting of the applicants for admissions to be conducted by Bharati College & RKFMA, wherever found necessary.

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Offig. Principal BHARATI COLLEGE (University of Delhi) C-4, Janakpuri, New Delhi-58 Candidates are expected to have fair understanding of Hindi & English languages. For online classes, students shall be required to have access to their own Laptops/ PC/ Desktops with latest hardware configuration and Wi-Fi internet connectivity. Students enrolling in the course shall be responsible for fulfilling all requirements as per the directions of the College and RKFMA.

Medium of Instruction(s): mix of Hindi and English languages

#### **Award of Certification**

Bharati College and RKFMA may jointly plan and schedule assessment of the students for award of final course completion certification. This may also include submission of audio-video productions by a student alongwith appearance in written/practical/viva-voce based assessment(s), if needed.

For R.K. Films & Media Academs

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(University of Dolls)

(University of Delhi) C-4, Janakpuri, New Delhi-58

#### **Short Term Training for Bharati College**

#### **Price Sheet**

Sno.	Short Term Course	Duration	Total Price in INR
1	Diploma in Digital Marketing & Social Media Advertising	36 hours	For Offline: For Bharati College Students:18,000/- For External Students:20,000/-
			For Online: 8,000/-

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#### "CONTRACT FOR WASTE PAPER RECYCLING"

#### Between

### BHARATI COLLEGE, UNIVERSITY OF DELHI, JANAKPURI, NEW DELHI -110058

And

M/s. GREEN –O-TECH INDIA B1/13, 3<sup>rd</sup> Floor, Raghu Nagar Near Janak Cinema, New Delhi-110045

#### BARTER AGREEMENT FOR WASTE PAPER RECYCLING

THIS BARTER AGREEMENT FOR WASTER PAPER RECYCLING (hereinafter referred to as "Agreement") is made and entered into on this Date <u>OB -OC-1-2018</u> (hereinafter referred to as "Effective Date)

#### BETWEEN

Principal, Bharati College, University of Delhi, a College registered under the societies Act having its office at C-4, Janak Puri, New Delhi-110058 through Authorized Signatory (Hereinafter referred to as the College "First party", which term or expression shall unless excluded by a repugnant to the context mean and include their heirs, executors, administrators, legal representatives and assigns of the one part.

#### **AND**

M/s Green –O-Tech India, a proprietorship company having office at B1/13, 3<sup>rd</sup> Floor, Raghu Nagar, Near Janak Cinema, New Delhi-45 through Authorized Signatory (Hereinafter referred to as the Firm "Second Party", which term or expression shall unless excluded by a repugnant to the context mean and include their heirs, administrators, legal representative and assigns) of the Second part.

WHEREAS Bharati College, is desirous to get the Waste paper solutions services, as specified by Bharati College which includes the waste paper recovery/collection from their sites and recycle the same.

AND WHEREAS of Waste paper recycling which includes the collection of paper from site, recycle the same and deliver specific recycled stationery products (Annexure – I attached).

AND WHEREAS M/s. Green -O-Tech India has offered the services to Bharati College and College has agreed to accept such services from M/s. Green-O-Tech India, as per the terms and conditions contained hereinafter.

#### **TERMS AND CONDITIONS**

#### Part 1 Term of Agreement:

This agreement shall be made effective from the date mentioned above and shall continue for a limited period of one year. This agreement gets automatically renewed every year unless an advance written notice of 30 days is given by one party to the other party of its intention of not renewing the agreement.

#### Part 2 Services:

- (a) Second party shall collect the paper from said sites of the First Party and supply recycle stationery products as specified in Annexure-I to the first party.
- (b) Second Party requires min quantity of 300 Kg waste paper in one lot. If volume is lower than minimum, then Second party will be charged Rs. 1000.00 per visit as transportation and labor charges which will be paid by client or adjust into the quantity of free products (As per retail cost of these products).
- (c) First Party takes responsibility that all the waste paper which they had collected from their site or offices will be property organized and segregated.
- (d) First Party assures and take responsibility that the waste paper which they are providing to second party for recycling does not include or effected with any kind of acid or chemical or any other thing which directly or indirectly affect human or environment.
- (e) The Second Party shall collect the waste paper as per decided schedule on the basis of mutual understanding by both parties and Second party shall deliver the recycled products as per First-Party requirement within 10 to 15 working days and it First Party need any Customization on products, delivery period will increase accordingly.
- (f) The Second Party shall deliver or offer only specific quantity of recycle stationery product (Annexure-1 attached) to First Party and the quantity always depends on the volume of waste paper recycled through Second Party. Quantity of free products will depends upon market scenario, as and when market rates for required material or resources for recycled products will increase or decrease, the quantity of free products will also increase or decrease. The Second Party shall intimate the First Party 15 days before any change in the quantity of free product.

#### Part 3 Other Services

a) If First Party recycles 100 Kg waste paper through Second Party plants a tree free of cost for First Party (plantation cercal yearly bases)

b) Location and period for plantation will be defined by second party and first party will be communicated 10 to 15 days before the plantation.

c) All free products offered by Second Party are without any printing or customization. Such requirements should be chargeable or adjust into the quantity of free products (in single colour printing the quantity of free products reduced by 10% and in multi colour printing it will reduce by 20%)

d) In case of customization minimum quantity of any product should be 100 in Nos. and clients have to take first those all customized products, before putting another requirement for any different product.

#### Part 4 Relationship:

Second Party asserts that it is an independent service provider, which offers its services to other organizations as and when required. This agreement does not constitute joint venture or agency relationship between Second Party and "First Party" agrees that it will have no right to control or direct the details, manner or means which Second Party uses to accomplish the results of services performed.

#### Part 5 Termination:

"First Party" may terminate this agreement by giving a 30 days' notice at any time. Second Party may as well terminate this agreement with 30 days prior notice.

#### Part 6 Settlement of Disputes and Governing Law

a) Any dispute and differences arising out of or relating to this Agreement including interpretation of its terms will be resolved through joint discussions of the Head – Administration of the concerned Parties. Any dispute, difference or question that is not resolved through joint discussion, within 15 days of its having arisen, shall be referred to a mutually acceptable sole Arbitrator, and if no sole arbitrator is consented to by the parities, then one arbitrator each shall be appointed by both the parties and presiding arbitrator shall be appointed by the two arbitrators so appointed. The proceeding shall be held in New Delhi, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules

made there under, as amended from time to time. The award of the sole arbitrator/Arbitrator Tribunal shall be final and binding on the parties.

- e) This agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to the executive jurisdiction of the courts located in Delhi.
- f) First Party will not demand for money against the waste paper at any time of period or during settlement, all settlement or disputes will be resolve on the bases and according to the quantity of products which Second Party had offer and accepted by First Party.

#### **Part 7 Confidentiality:**

Second party didn't take any kind of responsibility/liability of data or Confidential documents. The document which are more confidential for that first party have to get shredded or tear it into 2-3 pieces before delivering to second party for recycling.

#### Part 8 Force Majeure

Neither Party shall be in breach of its obligations under this Agreement or be liable for delay in performing its obligations hereunder to the extent, such failure or delay to perform its obligations result from storm, lightening, floods, any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, and other acts of God beyond the control of affected Party ("Force Majeure). The Parties shall use all reasonable endeavors to minimize any such delay caused due to Force Majeure event, upon cessation of the event, giving rise to delay, the Parties shall insofar, as may be practicable under the circumstances, complete performance of their respective obligations hereunder.

#### Part 9 Amendment

No variation, amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their authorized representatives.

#### Annexure are enclosed for use at concerted places:-

Annexure –I List of Products offers along with the quantity of offer products

#### Annexure-I (Free product offers on per 100Kg.)

Nature of product	Product name	Volume of pick up	pro qua belo 100	ree oduct intity w 300- 00kg		Tree Points	Volume of pick up in kg	Qua abo	product intity ove 1 on		Tree Points
-			A	В	С	on 100 kg		A	В	С	on 100
	Conference Pad 5 pages	100	112	83	72	1	1000	1350	1100	800	10 kg
Conference Pad	Conference Pad 10 pages	100	105	75	63	1	1000	1180	950	700	10 .
Pad	Conference Pad 15 pages	100	94	70	59	1	1000	1140	900	650	10
•	Conference Pad 20 pages	100	90	65	54	1	1000	1100	850	600	10
Spiral Pad	Spiral Pad(60 pages) . A5	100	55	51	36	.1	1000	680	550	400	10
,	Spiral Pad(80 pages) A5 Size	100	51	42	32	1	1000	630	500	350	10
	Spiral Book (60 pages) A6 Size	100	48	40	32	1	1000	580	460	350	10
Spiral Book	Spiral Book (80 pages) : A6 Size	100	45	38	30	1	1000	540	430	330	10
	Spiral Book (160 pages) A6 Size	100	37	30	18	1	1000	480	380	200	10
File	Cobra File	100	70	55	40	1	1000	800	650	450	
Copier Paper 75 GSM	Copier Paper 75 GSM (Reams)	100	6	5	3	1	1000	70	60	450	10
Do-	Eco Pen-Ball G-9	100	177	113	86	1	1000	2000	1550	950	10
Pen	Eco Pen-Ball G-10	100	150	100	68	1	1000	1700	1200	750	10
Eco diary	Eco Spiral Diary	100	21	16	12	1	1000	255	190	150	10
	Paper Pen Stand	100	19	13	10	1	1000	220	165	110	10
*	Slip Box	100	10	7	6	1	1000	115	80	70	10
	Tea Coaster (6 Pcs. Set)	100	32	23	18	1	1000	3800	2900	2000	10

Pencils	Pencil Green Angel	100	300	225	183	1 .	1000	3200	2450	2000	10
	Seed Pencil	100	145	95	72	1.6000	1000	1700	1200	850	10
	Standard (4.5X10") White (Paper Envelops)	100	600	650	350		1000	7500	5500		10
	Standard (4.5X10") Brown(Paper Envelops)	100	600	450	350	1	1000	7500	5500	4000	10
	Standard (5X11") Yellow(Paper Envelops)	100	480	350	285	1	1000	5500	4200	3200	10
(Paper Envelops)	A4 Size (10X12")  White (Paper Envelops)	100	350	250	225	1	1000	4200	3200	2500	10
er.	A4 Size (10X12") Brown(Paper Envelops)	100	400	265	235	1	1000	4500	3200	2650	10
	A4 Size (10X12") Yellow(Paper Envelops)	100	300	200	180	1	1000	3400	2500	2000	10
	A-3 Size (12X16) Yellow(Paper Envelops)	100	200	150	130	1	1000	2000	1500	1500	10
-	6 Sheets .	100	250	180	162	1	1000	2800	2200	1960	10
Ans. sheet	4 Sheets	100	330	270	253	i	1000	3800	3100	1850 2500	10 10
	2 Sheets	100	570	435	379	1	1000	6200	4900	3900	10
No. 1	Note book 120 pages (eco kids)	100	50	39	33	1	1000	5500	4300	3700	10
Note book regular	Note book 100 pages (eco kids)	100	53	41	37	1	1000	575	460	410	10
	Note book 80 pages (eco kids)	100	57	46	40	1	1000	630	500	450	10
	Sticky multi	100	47	38	25	1	1000	550	440	300	10
Eco Sticky	Sticky single color, 3X3	100	47 35	38	25	1	1000	550	440	300	10
_ to blicky	color 3X4 Sticky single	100	65	28 50	35	1	1000	425	330	240	10
	color 3X2	100	0.5	30	33	1	1000	7800	6500	380	10

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This Agreement has been executed by authorized signatories of the respective parties on the date and year first written above.

"First Party" Sign	"Second Party" Sign
Signed: MullS	Signed:
Name: Dr. Mukti Sanyal	Name: Amit Kumar
Title: Principal, Bharati College  Offtg. Principal BHARATI COLLEGE (University of College) C-4, Janakpuri, New College	Title: Manager (Marketing)
Witness 1. Ms. BHAUNA KAL Asst. Professor, Depth. of Emplish. Rhomali college Witness II Dr. Sonal Jain Assistant Professor Bharati College	Lan
C AND	