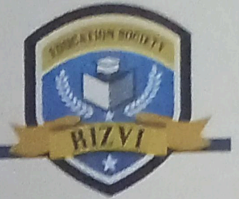


2019-20

1	Squad Infotech Pvt. Ltd.	Squad InfoTech Pvt. Ltd.	3 rd February, 2020		Workshops, Seminars and Placement Drives
2	ICA Institute Bandra West	ICA Institute Bandra West	10th October 2019		Certificate Course in Advanced Tally, Advanced Excel and GST



RIZVI COLLEGE OF ARTS, SCIENCE & COMMERCE



RIZVI EDUCATIONAL COMPLEX, OFF. CARTER ROAD, BANDRA (W), MUMBAI - 400 050
email : principal.asc@rizvicollege.edu.in • Website : www.rizvicollege.edu.in
Phone : 2648 0348 / 2600 4245 • Fax : 2649 7448

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made as on **3rd February 2020**.

Between;

SQUAD Infotech Pvt. Ltd., Pvt. Ltd., a company incorporated in India and having its office at 'Nerul ,C-209,2nd Floor, Railway Station Complex, Nerul East Navi Mumbai, Sector – 10-A, Navi Mumbai Pin code- 400706 Maharashtra, India (hereinafter called "**SQUAD Infotech Pvt. Ltd.**," which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **FIRST PART**.

SQUAD Infotech Pvt. Ltd.,

And

Rizvi College of Arts, Science and Commerce Bandra (here in after collectively referred as "**COLLEGE**" which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **SECOND PART COLLEGE** and **SQUAD Infotech Pvt. Ltd.**, are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**"

Terms and Conditions:

1. Nature of Collaboration:

- This MoU is for collaboration between the parties for mutual benefit for the purpose of providing high end IT training / workshops to the students of the COLLEGE, in order to enhance the quality of the educational experience for students.
- This MoU shall be valid for one (1) year from the effective date and can be extended further for such period and on such terms and conditions as may be agreed between the parties.
- Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations.
- Both parties shall appoint one person as one point of contact for smooth execution of this MoU.

2. SQUAD Infotech Pvt. Ltd., shall provide:

- IT Training / Workshop to the students of COLLEGE under "**GEMS**" (**Global Employability Matrix** by **SQUAD**) for such courses as may be mutually agreed between the parties. Such training shall be conducted in the COLLEGE or at our are Training Centre as per mutual understanding.
- The Training / Workshop shall be conducted as per the timing allotted by the COLLEGE or as per mutual understanding.

Following Training/ Workshop shall be conducted:

- 1) **Awareness and Career Guidance Sessions** on Technical and Non-Technical fields shall be provided.
- 2) **Hands on Training and Workshops on:-**
 - a) Selenium IDE.
 - b) Core Java and Advance Java.
 - c) .Net (Web site designing).
 - d) Digital Marketing
- 3) **To provide assistance, motivation & counseling to the COLLEGE students to appear for various International Certification Examinations.**
- 4) **Campus Preparation Program ('CPP') Placement Activity by SQUAD.**
 - Trainers/faculties for effective execution of high end training programs.
 - To provide assistance in arranging various technology seminars, workshops, high technology training programs for few hours / multiple days, by charging appropriate amount of fees as may be decided mutually from time to time.

3. COLLEGE Shall Provide:

- Necessary infrastructure including classroom, computers with necessary software & hardware configuration, Internet, Projector, Mic and such other facilities as may be required for the purpose of attainment of objective/purpose as stated above.
- To promote admission activities to its utmost to ensure sufficient number of admission at SQUAD Infotech Pvt. Ltd., for conducting training programs for COLLEGE students.

4. Mutual Obligations:

- This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
- Nothing contained in this MoU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between SQUAD Infotech Pvt. Ltd., and the COLLEGE. Either party is not authorized to make any representation, contract, or commitment on behalf of the other party without the prior written consent of other party.

5. Limitations and Warranties:

- Each party shall ensure that the other is not put to any liability for any act of the respective party under this MoU.
- Each party represents that they have full power and authority to enter into this MoU in general.

6. Revenue Sharing

- SQUAD Infotech Pvt. Ltd., and Rizvi College of Arts, Science and Commerce Bandra shall share the revenue based on Agreement done for various courses as per college needs and demand.

7. General:

- Both the parties may receive information proprietary to other party (the "Confidential Information") in the course of performance of their obligations under this MoU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MoU and that it will only be used by the parties for the benefit of others.
- Both the parties understand and agrees that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MoU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.
- Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
- Both the parties agree that 'SQUAD Infotech Pvt. Ltd.,' is not bound on account of this MoU to recruit any fixed number of students from the COLLEGE.
- Each party shall be at liberty to terminate this MoU with a written notice period of one (1) month to the other party without any compensation and seeking legal redress. In the event of termination, each Party shall be required to pay forthwith any outstanding payments due to the other party and also complete all ongoing training programs.

8. Arbitration:

- Any and all disputes or differences between SQUAD Infotech Pvt. Ltd., and COLLEGE arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation.
- Any dispute or difference arising out of or in connection with this MoU, which cannot be amicably settled within 30 (thirty) days, shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators, one arbitrator each being appointed by the SQUAD Infotech Pvt. Ltd., and COLLEGE and the third arbitrator being appointed in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be at Mumbai.
- Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

Jurisdiction:

The parties agree that the exclusive remedy here under with regard to any claims, disputes, or other matters in question between the parties arising from this agreement shall cover only under Mumbai Jurisdiction.

It is further agreed that in case there is dispute, the parties will pursue Arbitration first and then if found necessary will opt for court proceedings.

10. Non-solicitation of Staff

During the term of this MoU and for a period of One (1) year after the expiration or sooner determination of this MoU, neither Party shall, either directly or indirectly and without the prior written consent of the other Party, (i) recruit, employ, hire or engage as an employee or consultant or contractor any employee of the other Party; or (ii) solicit, induce, entice or in any way encourage any of the employees or consultants or contractors of the other Party to terminate his relationship with the other Party.

11. Indemnification

Both the Parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and reasonable attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

12. Modification

No amendment, modification or waiver of any provisions of this MoU shall be effective unless the same is in writing and signed or executed by both the Parties.

IN WITNESS WHEREOF, each of the Parties hereto has caused this MoU to be executed by its duly authorized representative on the day first here in above written.

For SQUAD Infotech Pvt. Ltd.,

For Rizvi College of Arts, Science and
Commerce, Bandra.

Mr. Maneesh Jha
(Director)



Dr. (Mrs.) Anjum Arar Ahmed
I/C Principal

I/c. PRINCIPAL
Rizvi Education Society's
RIZVI COLLEGE
OF ARTS, SCI. & COM.
Bandra (W), Mumbai-400 050.



RIZVI COLLEGE OF ARTS, SCIENCE & COMMERCE



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email : principal asc@rizvicollege.edu.in • Website : www.rizvicollege.edu.in
Phone : 2648 0348 / 2600 4245 • Fax : 2649 7448

Memorandum Of Understanding

THIS MOU has been entered on this 22nd day of October, 2019.

BETWEEN

"M/S. Rizvi College of Arts, Science & Commerce" having its college premises situated at Rizvi Educational Complex , Off carter road, Bandra West represented by its Principal Dr. (MRS.) Anjum Ara M. K. Ahmad hereinafter referred to as "COLLEGE** (which term shall wherever the context so requires, mean and include its successors and assigns) of the "FIRST PARTY" ;

AND

"M/S. ICA Institute – Bandra Franchisee." a franchisee centre of ICA Edu Skills Private Limited, having its Office situated at A-7, 3rd floor, Bandra Liberty Hsg. Society, Next to Vodafone Gallery, Bandra West- Mumbai-400050, represented by its Centre Director, Mr. Harish Kumar Vasandani, hereinafter referred to as "ICA" (which term shall, wherever the context so requires, mean and include its successors and assigns) of the "SECOND PARTY"

[Handwritten signature]



[Handwritten signature]

WHEREAS, FIRST PARTY is a college and it is in a field of providing undergraduate and postgraduate degrees in Arts, Science and Commerce along with Self Finance Courses.

WHEREAS, SECOND PARTY is franchisee centre of brand "ICA" and is in the business of providing training or education in accountancy and information technology, through the use of computer based systems.

AND WHEREAS the College has shown interest to have the college tie-up with Second Party to enable the college to impart training for short term course of Tally + GST for its students at and from the college premises, detailed course content and duration is annexed herewith in Appendix

1.

AND WHEREAS ICA has agreed to impart training of the courses in full or modular at the college premises itself without however making ICA liable in any manner whatsoever;

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS –

RESPONSIBILITY:

1. FIRST PARTY:

- 1.1. The College shall provide the basic infrastructure like classroom and computers to conduct the course.
- 1.2. The College shall look after the maintenance of classroom and computers.
- 1.3. The College shall be expected to render full support and co-operation during the functioning of the entire course at the college premises.
- 1.4. **Consideration** - The College will collect the total fees of INR 1200/- (Twelve Hundred) from the student and remit 1000/- (One Thousand) per student of the total fees.
- 1.5. **Billing and Payment** - ICA franchisee centre need to raise bill on college for the full amount of fees and submit the bill on the 2nd day of the batch starting date and college will pay



50% of the bill amount to ICA franchise within 5 days of the submission of the bill, balance 50% will be paid to ICA centre on the 7th day of the completion of the batch.

1.6. The College and Second PARTY will jointly maintain the attendance of students.

1.7. The College will allow the second party to do promotional activities for the other products of the institute during the workshop.

SECOND PARTY:-

1.8. The Batches will conducted by the second PARTY.

1.9. The SECOND PARTY will issue participation certificate to students it will be dual certificate from ICA and college. And study material will be provided in soft copy to students.

2. ACADEMIC EXECUTION:

1. The course 'Tally Lite with GST' would be imparted.
2. The course will be completed as per the schedule mentioned in appendix 2.
3. The First Batch will be start from 30th October, 2019 on registration of minimum of 40 students per batch. The preferable timings could be within college working hours.
4. The College would carry on the internal marketing of the courses to their students, encouraging them to enroll for these courses. Second PARTY would support College for such activities by holding seminars regarding the courses of ICA in their classrooms.
5. In case of any change, modifications or alterations to the above terms the same shall be subject to written approval from ICA.

3. MANPOWER:

3.1. The Managerial and Non-Teaching staff required for the Centre shall be provided by the College.

4. SECURITY:

The College will have to bear the responsibility of the security of the computer and other things of the centre.



5. VALIDITY:

5.1. This MOU shall come into force from the date of signing and will be valid for 6 (Six) months from there onwards.

5.2. Negotiations as to any extension of this MOU of another 1 years to the terms of any such extension shall be taken up one (1) month prior to the expiry of this MOU subject to the approval of the Governing Body of the College and ICA. The MOU shall stand NULL & VOID thereupon.

Non-compete clause- The course and the content is copyright and property of the institute 'ICA' and it's use for the class or in and other source is strictly prohibited and failing to which agreement can be terminated. And also college cannot recruit and engage the faculty of the ICA Centre during the period of contract and also there will be cooling period of further one year.

6. TERMINATION:

6.1. Except or otherwise provided, this MOU can be terminated by a 1(one) month prior written notice by either party during the tenure of contract.

6.1.1. Upon the breach of one or more of its obligations hereunder, provided that this MOU shall not be terminated if the defaulting Party has cured the default within thirty (30) day after the notice has been given.

6.1.2. Upon either Party transferring the whole or any important PARTY of its business or.

6.1.3. Upon either Party merging with or becoming controlled directly or indirectly by any company or entity not agreeable with the other.

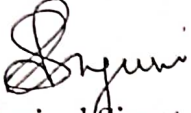
7. JURISDICTION:

All Legal Matters will be heard and settled in the City of Mumbai Jurisdiction only.



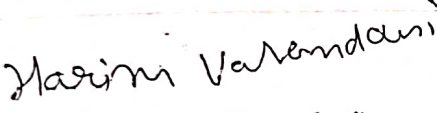
IN WITNESS WHEREOF the Parties hereto have hereunto caused their respective Common Seal to be hereunto affixed the day, month and the year first above written.

FOR Rizvi College of Arts, Science & Commerce


(Authorised Signatory)
I/C PRINCIPAL
Rizvi Education Society's
RIZVI COLLEGE
OF ARTS, SCI. & COM.
Bandra (W), Mumbai-400 050.



M/S. ICA Bandra Franchisee.


Mr. Harish Kumar Vasandani
(Authorised Signatory)

Witness:

1. Name: Sudhakar Nandan
Address: Co-ordinator. BMS/BAF
Rizvi college of A, S, C.
2. Name: Khan Suhana Begum
Address: Asst. Professor (BBI.)
Rizvi college of Arts, Science and
Commerce.
Bandra - West.



Appendix 1:- Course Content and Schedule

