

महाराष्ट्र MAHARASHTRA O 2017 O TA 489663 प्रधान सुद्रांक कार्यालय, सुंबई ए. सु. वि. क्र. ८००००२० - 2 FEB 2018 संसर्भ अधिकारी Memorandum of Understanding

This Memorandum of Understanding (MOU) is made at Mumbai on this 08th February, 2018.

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#### Beiween:

LALA LAJPATRAI MEMORIAL TRUST, registered under the provisions of Bombay Public Trust Act 1950 and the rules framed there under from time to time bearing Registration No. E-1791 (Mumbai) registered in 1959 having its Registered office at Lala Lajpatrai Building, Mahalaxmi, Mumbai 400 034, by the hand of Dr. Sunil Gupta the Trustee hereinafter called the "LLMT" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the trustee/s of the said trust from time to time its successors and assigns) and Socialopedia having its registered office at Khiranagar, B-10 /31 flat no. 3rd floor, santacruz West, S V Road, Mumbai 400054 and hereinafter called the "Socialopedia" (which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include it successors and assigns) of the other part.



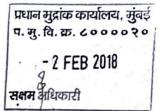




महाराष्ट्र MAHARASHTRA

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#### WHEREAS:-

- a) LLMT desires to add further educational courses and activities for the students.
- b) The Socialopedia is well versed in the field of Digital Media Marketing.
- c) The LLMT is desirous of conducting DMM (Digital Media Marketing) program and other programs jointly with the Socialopedia
- d) Negotiations and discussion accordingly took place by and between the parties hereto and, as a result of the said negotiations and discussion, LLMT has agreed to associate with Socialopedia whereby Socialopedia will be assisting LLMT in jointly conducting the agreed program. i.e. Digital Media Marketing.
- e) The parties hereto have accordingly agreed to execute this Memorandum of Understanding recording the mutually agreed terms and conditions in the manner hereinafter appearing.

# TRUE COPY

Lala Lajpat Rai College. of Commerce & Economic Lala Lajpat Rai Mary Mumbai-400 02



## NOW THIS MOU WITNESSED AND HEREBY AGREED BETWEEN THE PARTIES HERETO AS UNDER:

The role of each party, activities, responsibility and financial aspects are given below:

- 1. LLMT will include the following information in suitable promotional material mentioning that the course is being conducted In collaboration with Socialopedia
- 2. The activities and progress of the work will be reviewed periodically, on a monthly basis and as and when required by the Directors of Socialopedia and Trustee of LLMT for suitable actions.

#### PROGRAMS TO BE OFFERED AND EXECUTION OF SAME

The Socialopedia and LLMT shall conduct educational courses in the trust premises.

#### Responsibility of LLMT at their own costs:-

- The LLMT shall make coordinated efforts to make the courses to be conducted by the i. Socialopedia self-sustainable.
- ii. The LLMT will make brochures, prospectus, flyers & Posters and advertisement formats but the contents & designs for the same would be provided by Socialopedia to LLMT and will be pre approved by Socialopedia.
- iii. Socialopedia will be allowed to put their program flyers on the notice board as well as posters.
- After the tenure of this MOU, both the parties will have the right to review the iv. association and, if agreed, the same can be renewed on mutually agreed terms.

Responsibility of Socialopedia at their own costs:-

- Delivery of Program DMM and short term certificate programs. I.
- ii. Providing study material on line or off line
- III. Detailed Workbooks with exam oriented questions for DMM
- iv. Online Mock Exams log in ids and passwords /Practical Assignment work for DMM.
- Sufficient Training to counselors for converting enquiries to enrollments v.
- vi. Coordination between Institute, students & Socialopedia for registration for DMM
- vii. Conducting marketing seminars in order to create mass awareness as per the convenience of both the sides.

#### **DURATION AND FINANCIAL AND OTHER TERMS:-**

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- 1. This Memorandum of Understanding will be valid for a period of 3 years from the date of commencement of the first batch.
- 2. a. Socialopedia will conduct a seminar giving information regarding Career and Skill Enhancement Courses conducted by Socialopedia at LLMT premises. b. Socialopedia will be allowed to have a kiosk at LLMT premises.
- 3. The accounts departments of both the parties will maintain their respective books of account.

"Fees shall be collected by LLMT. Fees collected will be shared between LLMT and Socialopedia in Proportion of 30% to LLMT and 70 % to Socialopedia"

- 4. Both the parties shall have the right to terminate this agreement by giving 2 months prior written notice to the other party. After receipt of or giving such notice of termination, LLMT shall stop enrolling new students. However, Socialopedia shall be allowed to and will be responsible to complete the courses which are going on during that period and the Socialopedia shall provide all cooperation and support to the LLMT in doing so.
- 5. The LLMT shall not use or change any regit on the courses, its copyright other registered trademarks and Intellective property rights of Socialopedia.



PRINCIPAL. Lata Lajpat Ras College. of Commerce & Economics Lala Lajpat Rai Marg.

- In future both parties mutually decide to offer other programs jointly to its students of self 6. financing and B.com section.
- 7. The LLMT shall not sign up or work with any other Educational Institute or any third party for a similar identical programme with that of the Socialopedia during the contract period and also on completion or termination of the contract for a minimum period of 3 years.
- 8. On termination of this agreement, both the parties will stop scheduling any further programs at the campus of the LLMT and no students will be enrolled from that day for such programs/courses. However, it will be the joint responsibility of the LLMT and Socialopedia to ensure that the students enrolled by both parties prior to that date will receive the complete training program for which they are already enrolled. If any claims by students, vendors or any other party arise thereafter due to this project the same will be handled and settled by LLMT and Socialopedia Jointly.

#### Other Responsibilities:

- Certificates shall be issued by Socialopedia to successful students after completion of the ١.
- In case of Short Term certificate program, certificates will be issued jointly by LLMT and 11.
- LLMT and Socialopedia will upload information regarding all programs of each other on III. each other's website.

#### ARBITRATION

The parties hereto have agreed that in the event of there being any disputes and/or disagreements by and between the parties hereto in respect of Interpretation of any of the terms and conditions herein contained as also in respect of any manner touching and/or arising out of these presents, the same shall be referred for arbitration as per the provisions of Arbitration and Conciliation Act, 1996 to a sole Arbitrator and the rules framed there under from time to time and the decision of the Arbitrator shall be final and binding upon the parties hereto.

#### JURISDICTION

The parties hereto agree that the competent courts in Mumbai only, shall alone have the jurisdiction to entertain and try any dispute or difference arising by and between the parties hereto.

#### EXPENSES

All the costs, charges and expenses incidental to the execution of these presents and all other documents to be executed in pursuance hereof including the stamp duty and the registration charges payable if any shall be borne and paid by both the parties hereto in equal shares. The parties hereto shall bear and pay the professional charges of their respective Advocates/Solicitors.

TRUE COPY

Late Lajpat Ray College. of Commerce & Econom Lala Lajpat Rai Mar Mumbai-400

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By the within named Registrar,

Lala Lajpatrai Memorial Trust

By the hand of Trustee

Dr. Sunil Gupta

The "PARTY OF THE FIRST PART"

In presence of

Dr. Neelan Arora - N'avois Dr. Aron Poojaei - Apogaei - 1. · 2.

SIGNED, SEALED AND DELIVERED

By the within named

Socialopedia

By the hand of its Authorised Signatory Ms. Roshni Tarani The "PARTY OF THE SECOND PART " In the presence of





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