



महाराष्ट्र MAHARASHTRA

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UH 107515

प्रधान युवांक कार्यालय, मुंबई  
 प.सू.दि.क्र. ८००००२०  
 28 DEC 2018  
 सक्षम अधिकारी

Memorandum of Understanding

श्री. सी. टी. आंबेकर

This Memorandum of Understanding (MOU) is made at Mumbai on this 04<sup>th</sup> February, 2019.

Between:

**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 IISFT Skills Pvt. Ltd. having its registered office at BBZ-S-47 Zanda chowk, Gandhidham Gujrat and hereinafter called the "IISFT" (which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the other part.

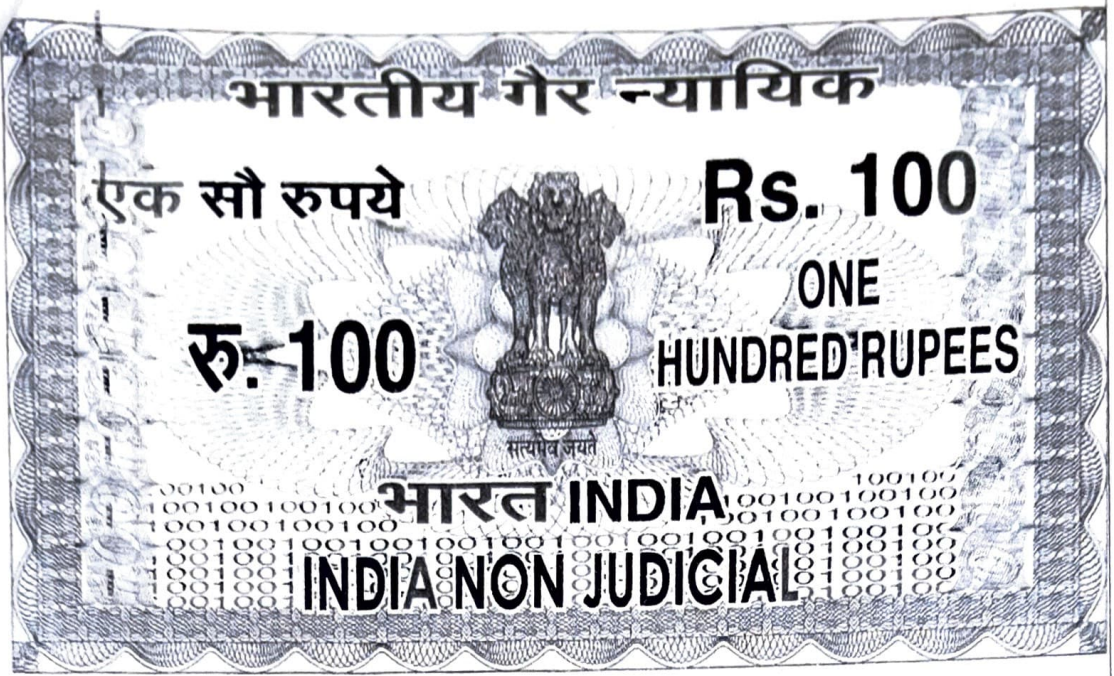
TRUE COPY

*[Handwritten signature]*

PRINCIPAL,  
 Lala Lajpat Rai College,  
 of Commerce & Economics  
 Lala Lajpat Rai Marg,  
 Mumbai-400 034

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**WHEREAS:-**

- LLMT desires to add further educational courses and activities for the students.
- The IISFT is well versed in the field of 1) Export Custom Clearance & Shipping Procedures  
2) Import Custom Clearance & Shipping Procedures.
- The LLMT is desirous of conducting of 1) Export Custom Clearance & Shipping Procedures  
2) Import Custom Clearance & Shipping Procedures. jointly with the IISFT
- 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 IISFT whereby IISFT will be assisting LLMT in jointly conducting the agreed program. i.e. of 1) Export Custom Clearance & Shipping Procedures 2) Import Custom Clearance & Shipping Procedures..
- The parties hereto have accordingly agreed to execute this Memorandum of Understanding recording the mutually agreed terms and conditions in the manner hereinafter appearing.

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support to the LLMT in doing so.

- The LLMT shall not use or claim any right on the curriculum used for the courses, its copyrights, other registered trademarks and intellectual property rights of IISFT.

**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 IISFT
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 IISFT and Trustee of LLMT for suitable actions.
- 3.

**PROGRAMS TO BE OFFERED AND EXECUTION OF SAME:**

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

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

- i. The LLMT shall make coordinated efforts to make the courses to be conducted by the IISFT 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 IISFT to LLMT and will be pre approved by IISFT.
- iii. IISFT will be allowed to put their program flyers on the notice board as well as posters.
- iv. After the tenure of this MOU, both the parties will have the right to review the association and, if agreed, the same can be renewed on mutually agreed terms.

**Responsibility of IISFT at their own costs:-**

- i. Delivery of Program of 1) Export Custom Clearance & Shipping Procedures 2) Import Custom Clearance & Shipping Procedures and short term certificate programs.
- ii. Providing study material on line or off line
- iii. Detailed Workbooks with exam oriented questions for of 1) Export Custom Clearance & Shipping Procedures 2) Import Custom Clearance & Shipping Procedures.
- iv. Online Mock Exams log in ids and passwords /Practical Assignment work for of 1) Export Custom Clearance & Shipping Procedures 2) Import Custom Clearance & Shipping Procedures.
- v. Sufficient Training to counselors for converting enquiries to enrollments
- vi. Coordination between Institute, students & IISFT for registration of 1) Export Custom Clearance & Shipping Procedures 2) Import Custom Clearance & Shipping Procedures.
- vii. Conducting marketing seminars in order to create mass awareness as per the convenience of both the sides.

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

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. IISFT will conduct a seminar giving information regarding Career and Skill Enhancement Courses conducted by IISFT at LLMT premises.  
b. IISFT 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 IISFT in Proportion of 30% to LLMT and 70 % to IISFT"**

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, IISFT shall be allowed to and will be responsible to complete the courses which are going on during that period and the IISFT shall provide all cooperation and support to the LLMT in doing so.
5. The LLMT shall not use or claim any right on the curriculum used for the courses, other registered trademarks and intellectual property rights of IISFT.



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*[Signature]*  
**PRINCIPAL,**  
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6. In future both parties mutually decide to offer other programs jointly to its students of self 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 IISFT during the contract period.
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 IISFT 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 IISFT Jointly.

**Other Responsibilities:**

- I. Certificates shall be issued by IISFT to successful students after completion of the program for IISFT
- II. In case of Short Term certificate program, certificates will be issued jointly by LLMT and IISFT.
- III. LLMT and IISFT will upload information regarding all programs of each other on 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.



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**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.

**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

1. Neelam Ajeeta. *Neelam Ajeeta*
2. Anun Poojari *Anun Poojari*

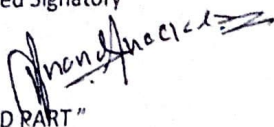
**SIGNED, SEALED AND DELIVERED**

By the within named

**IISFT**

By the hand of its Authorised Signatory

Mr. Anand Thacker



The "PARTY OF THE SECOND PART"

In the presence of

1. Manish Manghani *Manish Manghani*
2. *Ashethia*

**TRUE COPY**  
*Manish*  
**PRINCIPAL,**  
Lala Lajpat Rai College,  
of Commerce & Economics  
Lala Lajpat Rai Marg,  
Mumbai-400 034

