



महाराष्ट्र MAHARASHTRA

2018

TH 944243

प्रधान मुद्रांक कार्यालय, मुंबई
 प.प्र.दि.क्र. ८००००२०
 24 APR 2018
 सक्षम अधिकारी

Memorandum of Understanding

श्रीमती. एन. वि. मारुकर

This Memorandum of Understanding (MOU) is made at Mumbai on this 26th July, 2018.

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 trust assets of the said trust from time to time its successors and assigns) and Professional Foreign Language Centre having its registered office at Goyal Trade Centre, 46 Shantivan, borivali (East) , Mumbai -400 066 and hereinafter called the "PFLC" (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.

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

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

भारत INDIA

INDIAN NON JUDICIAL

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2018

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प्रधान मुद्रांक कार्यालय, मुंबई
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सक्षम अधिकारी

श्रीमती. एस. दि. मसुरकर

WHEREAS:-

- LLMT desires to add further educational courses and activities for the students.
- The Professional Foreign Language Centre is well versed in the field of Foreign Languages.
- The LLMT is desirous of conducting Foreign Language courses jointly with the Professional Foreign Language Centre
- 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 Professional Foreign Language Centre whereby Professional Foreign Language Centre will be assisting LLMT in jointly conducting the agreed program. i.e., Foreign Language Courses.
- 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
Principal,
Lala Lajpat Rai College,
of Commerce & Economics,
Lala Lajpat Rai Marg,
Mumbai-400 034



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 Professional Foreign Language Centre
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 Professional Foreign Language Centre and Trustee of LLMT for suitable actions.

PROGRAMS TO BE OFFERED AND EXECUTION OF SAME:

The Professional Foreign Language Centre 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 Professional Foreign Language Centre 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 Professional Foreign Language Centre to LLMT and will be preapproved by Professional Foreign Language Centre.
- iii. Professional Foreign Language Centre 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 Professional Foreign Language Centre at their own costs:-

- i. Delivery of Program of Foreign Language Centre and short term certificate programs.
- ii. Providing study material on line or off line
- iii. Detailed Workbooks with exam oriented questions for Foreign Language Courses
- iv. Online Mock Exams log in ids and passwords /Practical Assignment work for Foreign Language Centre.
- v. Sufficient Training to counselors for converting enquiries to enrollments
- vi. Coordination between Institute, students & Professional Foreign Language Centre for registration.
- 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. Professional Foreign Language Centre will conduct a seminar giving information regarding Foreign Language Courses conducted by Professional Foreign Language Centre at LLMT premises.
b. Professional Foreign Language Centre 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 Professional Foreign Language Centre in Proportion of 30% to LLMT and 70% to Professional Foreign Language Centre"

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



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, Professional Foreign Language Centre shall be allowed to and will be responsible to complete the courses which are going on during that period and the Professional Foreign Language Centre 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, its copyrights, other registered trademarks and intellectual property rights of Professional Foreign Language Centre.
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 Professional Foreign Language Centre 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 Professional Foreign Language Centre 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 Professional Foreign Language Centre jointly.
9. LLMT & PFLC will start batches of Foreign Languages courses if required number of students enrolled. Batch size will be decided mutually.

Other Responsibilities:

- I. Certificates shall be issued by Professional Foreign Language Centre to successful students after completion of the program of Foreign Language course.
- II. In case of Short Term certificate program, certificates will be issued jointly by LLMT and Professional Foreign Language Centre.
- III. LLMT and Professional Foreign Language Centre 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.

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TRUE COPY
[Handwritten signature]
PRINCIPAL,
Lala Lajpat Rai College
of Commerce & Economics
Lala Lajpat Rai Marg,
Mumbai-400 032



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.

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

[Handwritten Signature]

Dr. Sunil Gupta

The "PARTY OF THE FIRST PART"

In presence of

- 1. Dr. Neelam Arora. *N. Arora*
- 2. Dr. Arun Poojari *Arun Poojari*

SIGNED, SEALED AND DELIVERED

By the within named

Professional Foreign Language Centre

By the hand of its Authorised Signatory

[Handwritten Signature] Sandip B. Gupta.

The "PARTY OF THE SECOND PART"

In the presence of

- 1. *[Handwritten Signature]* Sandip S. Vaishampayan
- 2. *[Handwritten Signature]* Nainesh K. Gulekar.

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[Handwritten Signature]
PRINCIPAL,
Lala Lajpat Rai College,
of Commerce & Economics
Lala Lajpat Rai Marg,
Mumbai-400 034

