



महाराष्ट्र MAHARASHTRA

2018

UD 220141

प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.शि.क्र. ८००००२२
 - 7 DEC 2018
 सक्षम अधिकारी

Memorandum of Understanding

प्रो. सी. सी. आंतेकर

This Memorandum of Understanding (MOU) is made at Mumbai on 27th December,

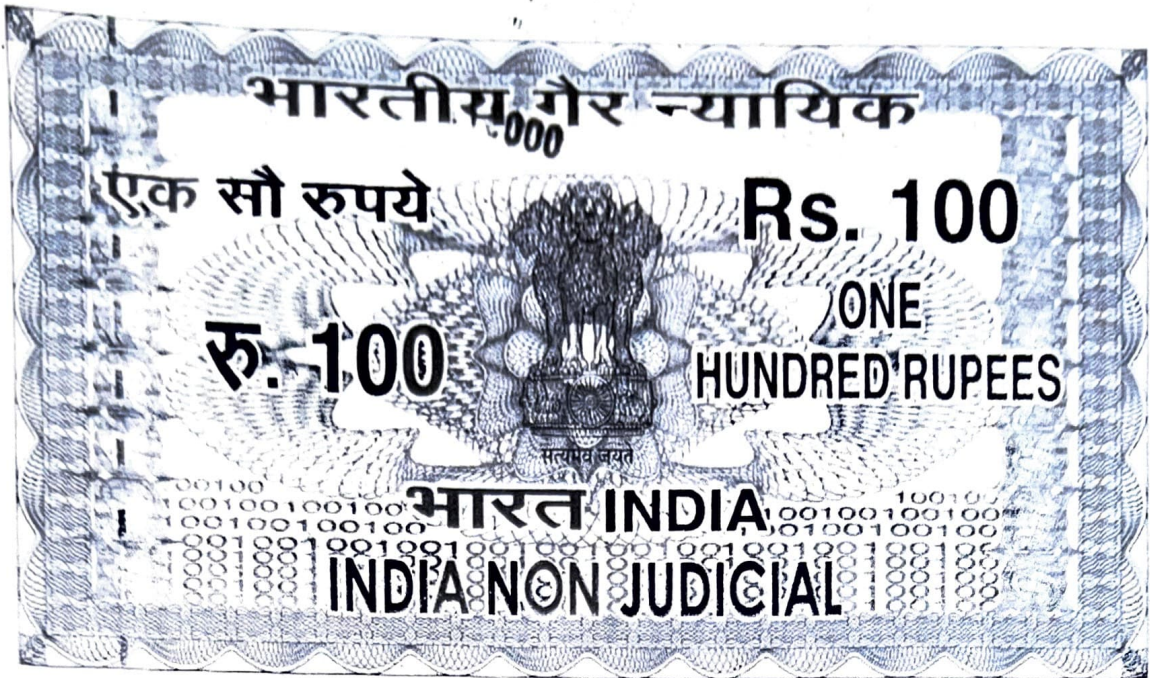
2018 Between:

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. F-791 (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 **ATS Infotech Pvt Ltd** having its registered office at L-107, LajpatNagar-II, NewDelhi-110024 and represented by **Mr.Sandeep Giyyan Jethani (DirectorOperations)** and hereinafter called the "**ATS Infotech Learning Solutions**" (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.

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



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प्रधान सुदृढक कार्यालय, मुंबई
प.सु.वि.क्र. ८००००२२
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श्री. सी. टी. अशोकर

WHEREAS:-

- LLMT desires to add further educational courses and activities for the students.
- The ATS Infotech Pvt Ltd is well versed in the field of providing various global certification exam vouchers.
- The LLMT is desirous of conducting Microsoft/Oracle certification programs jointly with the ATS Infotech Pvt Ltd
- 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 ATS Infotech Pvt Ltd whereby ATS Infotech Pvt Ltd will be assisting LLMT in jointly conducting the agreed program. i.e. Microsoft/Oracle certification programs.
- 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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of Commerce & Economics
Lala Lajpat Rai Marg,
Mumbai-400 034

between LLMT and ATS Infotech Pvt Ltd in Proportion of 30% to LLMT and 70 %
to ATS Infotech Pvt Ltd"

V.amm

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 ATS Infotech Pvt Ltd.
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 ATS Infotech Pvt Ltd and Trustee of LLMT for suitable actions.

PROGRAMS TO BE OFFERED AND EXECUTION OF SAME:

ATS infotech Pvt Ltd 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 ATS Infotech Pvt Ltd 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 ATS Infotech Pvt Ltd to LLMT and will be pre approved by ATS Infotech Pvt Ltd.
- iii. ATS Infotech Pvt Ltd 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 ATS Infotech Pvt Ltd at their own costs:-

- i. Delivery of Programs bundled with various global certifications.
- ii. Providing study material online or off line
- iii. Detailed Workbooks with exam oriented questions for global certification exams.
- iv. Online Mock Exams log in ids and passwords / Practical Assignment work for global certification exams.
- v. Sufficient Training to counselors for converting enquiries to enrollments
- vi. Coordination between Institute, students & ATS Infotech Pvt Ltd for registration of global certification exams
- 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. ATS Infotech Pvt Ltd will conduct a seminar giving information regarding Career and Skill Enhancement Courses conducted by ATS Infotech Pvt Ltd at LLMT premises.
b. ATS Infotech Pvt Ltd 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 (excluding taxes) will be shared between LLMT and ATS Infotech Pvt Ltd in Proportion of 30% to LLMT and 70% to ATS Infotech Pvt Ltd"



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Mumbai-34

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, ATS Infotech Pvt Ltd shall be allowed to and will be responsible to complete the courses which are going on during that period and the ATS Infotech Pvt Ltd 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 ATS Infotech Pvt Ltd.
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 ATS Infotech Pvt Ltd 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 ATS Infotech Pvt Ltd 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 ATS Infotech Pvt Ltd jointly.

Other Responsibilities:

- I. Certificates shall be issued by ATS Infotech Pvt Ltd to successful students after completion of the program for Microsoft/Oracle certifications.
- II. In case of Short Term certificate program, certificates will be issued jointly by LLMT and ATS Infotech Pvt Ltd.
- III. LLMT and ATS Infotech Pvt Ltd 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.

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.



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

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

Sunil Gupta

Dr. Sunil Gupta

The "PARTY OF THE FIRST PART"

In presence of

1. Neelam Arosa.

2. Arun Poojari

Neelam Arosa
Arun Poojari

SIGNED, SEALED AND DELIVERED

By the within named

ATS Infotech Pvt. Ltd.

By the hand of its Authorised Signatory

Poateek Tiwari

Poateek Tiwari



The "PARTY OF THE SECOND PART"

In the presence of

1. Shashihant Yadav.

Shashihant

2. Meet Tivra.

Meet Tivra

TRUE COPY

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PRINCIPAL.
Late Lajpat Rai College,
of Commerce & Economics
Lala Lajpat Rai Marg
Mumbai

