

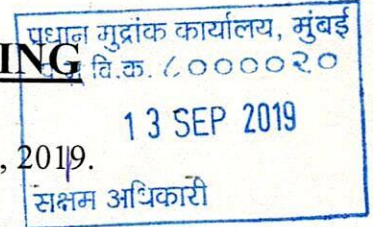


महाराष्ट्र MAHARASHTRA

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## MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding is entered on 16<sup>th</sup> this day of Sept., 2019.

### BETWEEN

Nirmala Memorial Foundation College of Commerce & Science, D.S.Road, Thakur Complex, Kandivali (East) Mumbai 400101, (which expression unless repugnant to the context or meaning thereof shall mean and include its legal representatives, administrators, executors, assignees etc.) hereinafter referred to as the NMFC for the sake of brevity as the Party of the **First Part**.

### AND

SSB Institute For Central And State Government Exam, having its office at Ground Floor, Office Number-24, King Krest Building. Next to Ram Mandir, Dadar West, Mumbai – 400028 (which expression unless repugnant to the context or meaning thereof shall mean and include its legal representatives, administrators, executors, assignees etc.) hereinafter referred to as the Party of the **Second Part**.

The party of the Second Part is a MSME registered organization (MSME Number: MH19D001880) with 6 branches across Mumbai providing professional coaching to students aspiring to become officers for Class I and Class II rank (Group A and Group B services) in Central and State Government. The team of party of second part comprises of professionals in the same fraternity who are ideally placed to understand the needs of employers, candidates, coaching classes and students.



The party of the Second Part has proposed to provide coaching for clearing various exams of Officers for Class I and Class II rank (Group A and Group B services) in Central and State Government and personal counseling for Central and State Government selection criteria and exams to the college students of the party of First Part studying in first year, second year and third year of graduation and first year and second year of post-graduation.

**NOW IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:**

In this connection, party of the Second Part intends to be associated and work closely with Party of the First Part to conduct training and career counseling sessions for the college students for preparing and clearing Central and State Government civil services examination.

(a) Training program

- 1) Comprehensive training of 80 no. of hours will be provided to students of the party of the First Part who register for the above coaching. The charges for the said training will be paid by the students directly to the party of the First Part. It has been mutually decided that 25% of the fees will be retained by the party of the First Part and balance 75% will be paid to the party of the Second Part. The charges for the said coaching has been fixed at Rs. 6000/- (inclusive of all taxes) per student.
  - 2) The party of the Second Part will impart training to the students the course curriculum comprising of 4 core areas i.e. Verbal English, Logic & reasoning, Quantitative aptitude and General Awareness. In addition the training will comprise of interview preparation, mock interview etc. The party of the Second Part will also assist the students of the party of the First Part in filling entrance exam forms for various central and state government jobs as per required
  - 3) The Party of the Second Part agrees to provide the Party of the First Part with the Excel database of students' information covering attendance records, exams applied for by the students and results at regular intervals.
  - 4) The Party of the Second Part agrees to provide study material notes in printed form / digital copy for the students as per the course curriculum.
  - 5) The Party of the Second Part agrees to provide Schedule of the course to the management & students. Lecture will not be cancelled or postponed for any reasons unless and until the problem is unavoidable or if management decides to give an off to students due to exam related reasons/ holidays.
  - 6) The Party of the Second Part will not enroll any student of the Party of the First Part directly in the branches of the Second part
- b) Coaching centre
- 7) A Centre to provide guidance for State/Central Government level competitive exams will be set up in the premises of the Party of the First Part and will be managed by the Party of the Second Part as per mutually decided schedule.
  - 8) The party of the First Part agrees to do the following acts:
    - (i) Putting up notices and posters of party of the Second Part on the notice board within the campus and college website for information of its students.



- (ii) To allow the party of the Second Part to conduct training in college premises as per schedule and allow the students to attend the said trainings in the college.
- (iii) To allow the party of the Second Part to conduct personal counseling in college premises as per a fixed pre-determined schedule and allow the students to attend the said counseling in the college.
- (iii) To invite or to allow the party of the Second Part to participate in its college's campus job fair

9) It is hereby agreed between the party of the First Part and Second Part that no modification or alterations of any deliverables or terms and conditions of this MOU shall be effective unless made with prior consent of the parties mentioned hereinabove.

10) This Memorandum of Understanding is made in two original copies; one original copy shall remain in the custody of the Part of First Part, whereas second original copy shall be in the custody of the Second Part.

11) IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS MOU ON THE DAY AND THE YEAR FIRST MENTIONED HEREIN ABOVE

Signed and Delivered the  
In-charge Principal  
Ms. Swiddle D'Cunha  
(Party of the First Part)

)  
)  
)  
)



Witness:

1. Prof. Sangeetha Shyam Sundar  
Convener of Placement Committee of the Party  
of the First Part

)  
)



Signed and Delivered the  
Director and Founder)  
Mr. Sukrut Bhushan  
(Party of the Second Part)

)  
)  
)  
)

**For SSB Institute**  
  
**Proprietor**

Witness:

Ravi Agarwal  
Manager and Senior Faculty

)  
)








**SSB - INSTITUTE**  
**FOR CENTRAL & STATE GOVT. EXAMS**  
**MSME Registered Trust**

**Head Office:** Office Space 24, Ground Floor, Bhavani Shankar Road, King Krest Building, Dadar (West), Mumbai - 400028.

**MEMORANDUM OF UNDERSTANDING BETWEEN (NIRMALA MEMORIAL COLLEGE OF SCIENCE & COMMERCE) and (SSB INSTITUTE FOR CENTRAL AND STATE GOVERNMENT EXAM)**

Place: Mumbai  
Date: 25/07/2019

This MoU has been signed on this 25<sup>th</sup> of July 2019 between **(NIRMALA MEMORIAL COLLEGE OF SCIENCE & COMMERCE)** & **(SSB-INSTITUTE FOR CENTRAL AND STATE GOVERNMENT EXAM)**, duly signed by Shri ....., an authorized representative of **(NIRMALA MEMORIAL COLLEGE OF SCIENCE & COMMERCE)**. (Which expression and includes their legal heir, administrator etc.) as party of one PART AND BY Shri SUKRUT SANJIV BHUSHAN, DIRECTOR, an authorized representative of **(SSB-INSTITUTE FOR CENTRAL AND STATE GOVERNMENT EXAM)** (which expression and includes their legal heir, administrator etc.) as party of other part.

**CLAUSE ARE AS FOLLOWS :-**

1. As discussed, we expect a minimum batch of up to 30 students two batch which would commence as per date finalized by college management and staff members.
2. The commercials as decided will be 6000/- per students, which will be collected by the SSB management.
3. As per discussion with the fee will be bifurcated in two parts. **SSB – INSTITUTE** will hold 4500/- & 1500/- will be issued to **NIRMALA MEMORIAL** Management immediately. *(Including all Taxes)*
4. Certification of Completion of Course will only be issued to all students post 3 months.
5. Schedule of the course will be shared to the management & students. *M. Bhusan*
6. Lecture will not be cancelled or postponed for any reasons unless and until the problem is unavoidable or if management decides to give an off.
7. Student's data will not be taken on any account during the course or no group will be created with **NIRMALA MEMORIAL** Management permission.
8. Students will not be contacted unless and until students call for doubt clearing.
9. All documents related to Institute – MSME registration, PAN Card Number, Owner details etc will be provided once the agreement is signed between the two parties.
10. No student of your college will not be enrolled directly in our institute at Goregaon Branch.

**We hope to have a long relationship with you and looking forward for the best service from our end to students.**



**For SSB Institute**  
Sukrut Bhushan  
Director **Proprietor**

Office No.1, 1st Floor, Radhakunj Bldg., Opp. Anupam Annapolis, Off. Station Road, Goregaon (East), Mumbai - 400063

**OUR BRANCHES**

**DADAR, VIRAR, GHATKOPAR, DOMBIVALI**

•E-mail: [goregaon@ssbinstitute.org](mailto:goregaon@ssbinstitute.org) • Website: [www.ssbinstitute.org](http://www.ssbinstitute.org)

**CONTACT: +91 - 8302655216 / 9819107882 / 7304243670**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NIRMALA MEMORIAL FOUNDATION  
COLLEGE OF COMMERCE & SCIENCE**

**AND**

**WEBSTONE EDUCARE & INFOTECH  
PRIVATE LIMITED  
(Eduesy)**



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**MEMORANDUM OF UNDERSTANDING entered at Mumbai this 14<sup>th</sup> day of  
February 2019.**

BETWEEN

**NIRMALA MEMORIAL FOUNDATION COLLEGE OF COMMERCE AND SCIENCE  
AND  
WEBSTONE EDUCARE & INFOTECH PRIVATE LIMITED  
ON EDUCATIONAL COOPERATION**

Nirmala Memorial Foundation College of Commerce And Science herein referred to NMFCCS and Webstone Educare & Infotech Private Limited, herein referred to as Eduesy, hereinafter individually referred to as "the Party" and jointly referred to as "The Parties";

Acknowledging that;

1. NIRMALA MEMORIAL FOUNDATION COLLEGE OF COMMERCE AND SCIENCE is an UNDERGRADUATE AND POSTGRADUATE institution offering University and career programs having its address at D. S. Road, Thakur Complex, Kandivali East, Mumbai 400101

2. WEBSTONE EDUCARE & INFOTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 providing specialized technical knowledge required by the industry through online/ in campus training. Having its registered office at 201, Parsrampur Chamber, Anand Road, opposite railway reservation office, Malad West, Mumbai 400064

Desiring to support the cooperation between the Parties in education and training programs;

Pursuant to the prevailing laws and regulations, policies and procedures of India

Have reached the following understanding:

**ARTICLE 1 OBJECTIVE OF COOPERATION**

The objective of this Memorandum of Understanding (MOU) is to cooperate in educational programs in Digital marketing to help students to build their career in more innovative and smart way using cutting edge technology.


**ARTICLE 2 SCOPE OF COOPERATION**

- a) Eduesy will provide faculty for training in 'Digital Marketing' to the Students of the college desirous to undergo such training.
- b) Eduesy will conduct training program as per the following with mutual Consent.
  - i) 12 hours of teaching by Eduesy in the NMFCCS premises.
  - ii) 88 hours of lectures will be conducted online through their Training platform or "Mobile App".
  - iii) Revision or doubt sessions of 2 hours duration will be conducted Three times for Google certification.
  - iv) Eduesy will provide specific Identity to log in onto their portal for each student.

c) Examination:

The examination will be conducted by Eduesy as follows:

- i) Online: 2 hours duration on line examination will be conducted at college premises. A certificate of proficiency will be issued jointly with college and Eduesy after successful passing the examination.
- ii) Eduesy will conduct Google's basic level examination of 2 hours duration.
- iii) After successful completion of basic level the student can apply for advanced level examination. Eduesy will conduct this examination at college premises.
- iv) Students who are unsuccessful in basic level examination in first attempt may apply for advanced level after a period of one week of

*N. S. Mehra* 



clearing basic level.

v) Eduesy will arrange for issuing a certificate by Google after successful clearing of appropriate levels.

### **ARTICLE 3 LOCATION OF ACTIVITIES**

- (1) The Parties agree to implement the programs stated in Article 2 at the NMFCCS premises.
- (2) Any changes of the location of the programs shall be mutually agreed upon by the Parties.

### **ARTICLE 4 EXECUTING AGENCY**

This MOU will be implemented by

(1) Mrs. Swidle D'Cunha, I/C Principal, Nirmala Memorial Foundation College of Commerce and Science referred to as NMFCCS Representative.

(2) Co-Founder Mr. Sudhir Mahale herein after referred to as Eduesy Representative.

### **ARTICLE 5 FINANCIAL ARRANGEMENT**

- 1) EDUESSY will be paid Rs. 400.00 per student per program by NMFCCS for registration of student onto the Google portal, processing fees, examination fees, certificate charges and other fees by Cheque drawn in favor of "Webstone Educare & Infotech Pvt. Ltd." Or by bank transfer to the account number 805011004853 maintained by Eduesy with Kotak Mahindra Bank -Malad east branch.
- 2) All the software's required for conduct of courses will be provided by Eduesy. Legal charges and License fees for procuring required software for the program will be borne by Eduesy.

### **ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS**

- (1) Each Party shall protect, within its territory, intellectual property rights of the other party in accordance with the law in force

### **ARTICLE 7 CONFIDENTIALITY**

A data of personal information like e mail id, Mobile phone no. of the students will be maintained at Eduesy to provide them services. It will be used for reference only. NMFCCS will not share other details of the student.

### **ARTICLE 8 LIMITATION OF PERSONNEL ACTIVITIES**

The Parties shall ensure that their person engaged in the activities under this MOU shall engage only in activities under the framework of this MOU.

### **ARTICLE 9 SETTLEMENT OF DISPUTES**

Any dispute concerning the interpretation and/or application of this MOU shall be settled amicably through consultation or negotiation between the Parties.

### **ARTICLE 10 AMENDMENT**

- (1) This MOU may be amended or revised at any time by mutual written consent of The Parties, and such amendment shall form an integral part of this MOU.
- (2) Such amendment or revision shall come into force on the date as may be determined by the Parties.

### **ARTICLE 10 ENTRY INTO FORCE and DURATION**

- (1) This MOU shall enter into force on the date of signing.
- (2) This MOU shall remain in force till end of academic year and may be extended by mutual written consent of the Parties.



**ARTICLE 11 DISCIPLINE**

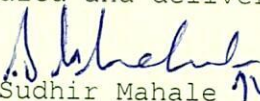
1. After completion of each training session Eduesy will ensure that the faculty and students vacate NMFCCS premises latest within 30 minutes. Eduesy further undertakes to lock the said premises and handover the keys to the security guards / authorized person of the NMFCCS before leaving the premises.
2. None of Eduesy management, faculty, student, employee shall smoke or use any alcoholic drinks or banned substances during their visits to NMFCCS premises.
3. Eduesy shall not be entitled to permit any of its persons to stay in the classrooms, computer laboratories or premises overnight or for a period longer than training session hours.
4. NMFCCS shall have a right to terminate this agreement after successfully completion of one batch or academic year 2018-2019 whichever is earlier.

**ARTICLE 12 FORCE-MAJEURE**


1. If by an act of God or an act of state or whatsoever beyond the competence, control of the power of parties, hearing which includes but is not limited to all matters which are on account of irresistible, destructive or disruptive force of natural phenomenon, war, extensive civil disturbances, legislative actions, floods, droughts, earthquakes; the Party/Parties not being in position to perform their obligations, such parties shall not be liable to pay the other any compensation or damages whatsoever. Any event defined as FORCE-MAJEURE above shall be brought by the party suffering there from to the notice of other party within a period of 15 calendar days. If the period exceeds three months and the resumption of operation is not possible in the opinion of any of the parties, then in such a situation this agreement may be terminated with immediate effect, at the instance of any of the parties. The parties herein, in such event, shall not have any claim whatsoever against each other and this agreement shall be treated as closed by mutual consent without any further liability.

IN WITNESS WHEREOF, the undersigned, have signed this MOU.  
The agreement is executed in duplicate,

Signed sealed and delivered on behalf of;

  
Name: Mr. Sudhir Mahale 14/2/2019  
CO FOUNDER

WEBSTONE EDUCARE & INFOTECH PRIVATE LIMITED

Signature:   
14/02/19

Name: Mrs. Swiddle D' Cunha  
I/C Principal

NIRMALA MEMORIAL FOUNDATION COLLEGE OF COMMERSE AND SCIENCE.

Signature:

