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Description

: MEMORANDUM OF UNDERSTANDING

Consideration Price (Rs.)

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First Party

: EDU RAPID PVT LTD

Second Party

: ST FRANCIS DE SALES COLLEGE

Stamp Duty Paid By

: EDU RAPID PVT LTD

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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 3rd Day of – September Month – Two Thousand and Twenty One (01/09/2021), by and between:-

EDURapid Pvt Ltd, 5th Main Road KR Extension, Tiptur, Tumkur District 572201, Karnataka. The First Party represented herein by **EDURapid** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).



Maheleshwar

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St. Francis de Sales College
Electronics City Post, Bengaluru - 560 100



GOVERNMENT OF KARNATAKA

EDUCATION

AND

St Francis De Sales College, Electronic City Post, Bengaluru 560100, Karnataka. The Second Party, and represented herein by its Zonal / Divisional Head, **SFS College**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

A. First Party is an Online EdTech company named:

EDURapid Pvt Ltd

B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C. The Parties intend to cooperate and focus their efforts on cooperation within the areas of Skill Based Training, Education and Research to help student clear the Competitive exams such as Banking, Staff Selection Commission (SSC), UPSC - CDS (Combined Defence Services), UPSC - CDS OTA (Officers Training Academy).

D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E. Give related information, its branches, and dimensional information about the Institute concerned with whom the MoU is sworn.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

CLAUSE 1

CO-OPERATION

1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.



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1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party and help students on regular bases to upskill their capabilities.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in technological upgradation, innovation and competitiveness of the competitive exams such as Banking, Staff Selection Commission (SSC), UPSC – CDS (Combined Defence Services), UPSC - CDS OTA (Officers Training Academy). Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge to clear the competitive exams and secure the jobs if they follow the instructions and directions provided by the First Party with 100% dedication. The placement services shall be provided by the First Party on the basis of conditions provided in clause 2.8.

2.2 Curriculum Design:

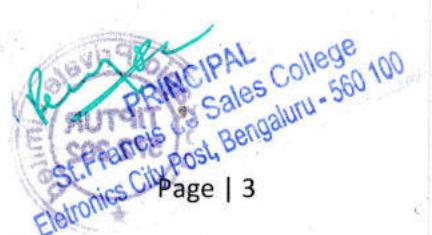
The First Party will do all the curriculum design, put the course together. First Party will give valuable inputs to the students of Second Party in training methodology and suitably customize the curriculum so that the students can clear the Competitive exams such as Banking, Staff Selection Commission (SSC), UPSC – CDS (Combined Defence Services), UPSC - CDS OTA (Officers Training Academy).

2.3 Scope of Training & Program:

First Party and the Second party interaction will give an insight into the latest developments / requirements to crack the competitive exams such as Banking, Staff Selection Commission (SSC), UPSC – CDS (Combined Defence Services), UPSC - CDS OTA (Officers Training Academy); the First Party to permit the Students of the Second Party to use the online portal based on commercial decided in Annexure 1. The Competitive Exams training and exposure provided to students of Second Party through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The First Party will provide its online course content for the online training of the learners enrolled with the First Party.



Maheshkumar



2.4 Research and Development:

First Party has agreed to carry out the necessary research activities in designing the course content of the below mentioned courses: Banking, Staff Selection Commission (SSC), UPSC – CDS (Combined Defence Services), UPSC - CDS OTA (Officers Training Academy)

2.5 Skill Development Programs:

First Party to train the students of Second Party on the competitive exams in order to bridge the skill gap and make them ready 100% to crack these exams provided the students of the Second Party follow all the instructions and directions provided by the First Party with 100% dedication.

2.6 Instructions and Directions:

First Party will give 100% assurance on cracking the examination only if below instructions were followed from students:

1. 100% attendance for all online classes
2. 100% syllabus completion (Students should complete watching all videos, take all practice tests and score minimum 80% in all of them)
3. Minimum 85% score in all the Mock Tests

2.7 Expert and Doubt Clearing Sessions:

First Party to extend the necessary support to deliver Online expert sessions and Doubt clearing sessions to the students of the second Party while preparing for the competitive exams.

2.8 Placement of Trained Students:

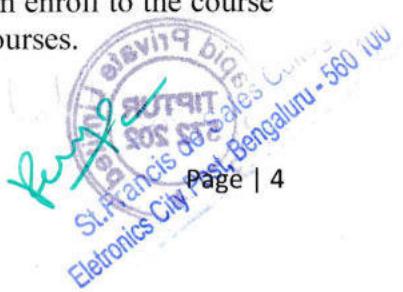
This is subject to students of Second Party to successfully crack the respective competitive exams. The First Party will train students in a way which can help them to clear the exams with 100% assurance provided the student follows the instructions and directions provided by the First Party (see section 2.6) with 100% dedication.

2.9 Financial Commitment:

There will be below mentioned financial commitment (See Annexure I) on the part of the students who join for this program. If there is any other financial consideration, it will be dealt separately.

2.10. Commercial Terms

2.10.1 The fee will be collected by the First Party, and payment receipts/bill should be issued accordingly by the First Party. Any number of students can enroll to the course by making the full fee payment, must be considered for classes/courses.



2.10.2 Ensure the students are told clearly about the fees, taxes, duration of the course, internship, class timings etc., and fees once paid will not be refunded, even if the student cancels the admission in the College or discontinues from the programme offered by First Party.

2.10.3 The First Party shall not make any payment to any employee of the College or to anyone for any favours or assistance received in executing this MOU, either in Cash or in kind without the written permission of the Principal.

2.10.4 Once the classes/training begin, a report of the enrolment of students for each course, fee payment, attendance, assessment, internship, placement, etc., must be submitted to the Principal by 28th of every month by mail (principal@sfscollege.in). A copy of the same mail can be sent to the Placement Cell of the College (placement@sfscollege.in) for reference and follow up.

2.10.5 Any on campus training sessions/classes can be conducted only between 02:30pm to 05:30pm (Monday to Saturday) or on public holidays from 10am to 4 pm. Online classes/training can happen after 2.30pm. We don't permit students from any other institutions to our campus without the written permission of the principal. Any infrastructural needs (classroom/computer lab) etc., will be made available only after considering the university requirements placed on the college by the university.

2.10.6 As the fees is collected by the First Party, the Infrastructure/Institutional cost of 15% of the fees collected must be paid to SFS College by the end of the course completion every semester.

2.10.7 SFS College will not be responsible in assuring the number of students enrolling for the program. The First Party can have their staff in our college premises with prior permission from the principal to explain the specialties of the course & counsel the students for the course accordingly.

2.10.8 Placement assistance support will be provided by the First Party for the students undergoing this training program. This is subject to students of Second Party to successfully crack the respective competitive exams. The First Party will train students in a way which can help them to clear the exams with 100% assurance provided the student follows the instructions and directions provided by the First Party (see section 2.6) with 100% dedication.

2.10.9 Any requirements from the part of the College, financial deals, etc., must be brought to the notice of the Principal for approval before execution.

2.10.10 The First Party will ensure to keep the infrastructure, computers, lab equipment, facilities, etc., provided by SFS College intact, in case of any loss to the above mentioned – compensation will be made by First Party, accordingly.



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CLAUSE 3

INTELLECTUAL PROPERTY

3.1 All Intellectual property rights will remain reserved with the First Party and Second party will not have any rights to distribute, rebrand or redevelop any content, documents, videos or anything without written concern from the First Party.

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **EDURapid**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Second Party**, the First Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Tumkur District, Tumkur**.

AGREED:

For **EDURapid Pvt Ltd**

Authorized Signatory



For **St Francis De Sales College**

Authorized Signatory



EDURapid Pvt Ltd	SFS College
Address: 5Th Main Road, KR Extension, Tiptur, Tumkur District 572201, Karnataka	Address: Electronic Post, Bangalore 560100 Karnataka
Contact Details: 9686611007/9113031815	Contact Details: 7899474082
E-mails: manjuap@edurapid.com	E-mails : placement@sfscollege.in
Web: www.EDURapid.com	Web: sfscollege.in

Witness 1:

Radhika Joshi
Business Dev. Manager
Edurapid. Pvt. Ltd

RJ

6/09/2021



Witness 2:

John D'Souza

Renuka
PRINCIPAL
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Annexure 1

PROGRAM:

1.1. PROGRAM DESCRIPTION - Online Training for Competitive Exams (Refer Clause 2.3)

1.2. PROGRAM STRUCTURE - The Program Structure shall be as under:

	SSC(Staff Selection Commission)	Banking	SSC & Banking Combo	UPSC - CDSE (Combined Defence Services Examination)	UPSC - CDSE OTA(Officers Training Academy)	UPSC - NDA (National Defence Academy)
Unit Price in INR	6900	6900	7900	12900	8600	11900
Special Price to SFS College Students	6210	6210	7110	11610	7740	10710
GST (18%)	1117.80	1117.80	1279.80	2089.80	1393.20	1927.80
Total Price	7327.80	7327.80	8389.80	13699.80	9133.20	12637.80
No. of Hours per Week	upto 20	upto 20	upto 20	upto 20	upto 20	upto 20
Total No. of Hours per Year	Upto 1000 Hours of Online Instruction/Classes per Year (including the recorded videos of Online classes)					
Training Schedule	Will be finalized once enrollments are done					
Training Days	Weekdays (Monday - Sunday)					
Venue	Online - Zoom Platform and EDURapid website(www.edurapid.com)					
Timings	Weekdays (3.30pm - 8pm)					

1.3. The students will be required to pay the training fee directly in the name of EDURapid Pvt. Ltd. through cash/cheque/demand draft/online payment.

1.4. The above fee quote is strictly for providing Online Training and content to the Students for their **Competitive** examinations (Refer Clause 2.3). It does not include any Registration fee payable for **Competitive** examinations such as SSC (Staff Selection Commission), Banking, UPSC - CDSE and UPSC - NDA to be conducted by the respective authority. The responsibility towards registering for the **Competitive** examinations such as SSC (Staff Selection Commission), Banking, UPSC - CDSE and UPSC - NDA examination and the respective registration fee thereof rests with the Student and EDURapid shall not be accountable for the same in any manner.

Maheshkumar

EDURapid Private Limited
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1.5 ELIGIBILITY: The Students interested by the **Institute** for the Training program are expected to possess the basic minimum reading and writing skills in English language.

Note :

- **Upto 1000 Hours of Online Instruction/Classes per Year (including the recorded videos of Online classes)**
- Any new taxes applicable at the time of billing will be to the Aspirants/Students account.

EDURapid Training Offerings and Examination Coverage:

- 1) UPSC - CDSE (Combined Defense Services Examination) Online Course
- 2) UPSC - CDSE OTA (Officers Training Academy)
- 3) UPSC - NDA (National Defence Academy)
- 4) Staff Selection Commission (SSC) Online Course Covers:
 - a) Combined Graduate Level Examination (CGL)- (Tier-I, II & III)
 - b) Combined Higher Secondary Level Examination (CHSL)- (Tier I & II)
 - c) Stenographers - (Grade 'C' & 'D')
 - d) Multi -Tasking (Non-Technical) Staff Examination (MTS) - (Paper I & II)
- 5) Banking Exams Online Course Covers:
 - a) IBPS – Clerk, Probationary Officer (PO) and Specialist Officer (SO).
 - b) IBPS – Regional Rural Bank (RRB) - Office Assistant & Officer Scale I
 - c) SBI - Clerk, Probationary Officer (PO) and Specialist Officer (SO).

This is a special price we have offered to St Francis De Sales College Bangalore, only for the current year.

Suraj
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