

Memorandum of Understanding (MOU)

This Memorandum of understanding (MOU) is entered into on this 13th day of March 2024.

BETWEEN

"Medhaj A Research and Education Pvt Ltd" / "MAREPL" located at Malviya Nagar, New Delhi, India hereinafter to as the "First Party".

AND

"Nashik Municipal Corporation, CRC number 21 Vishwasnagar" / "NMC-21" located at Vishwasnagar, Nasik, India hereinafter to as the "Second Party".

(MAREPL AND NMC-21 hereinafter is / are individually referred to as "Party" and jointly referred to as "Parties"). Both the parties promise to abide by the following terms and conditions.

Responsibilities of NMC-21 will be to enrol students, conduct examinations and provide technical team and infra to support.

Responsibilities of MAREPL will be conducting online classes, creation of good content, faculty, application part, notes.

Therefore, this Memorandum of Understanding (MOU) is entered into by MAREPL and NMC-21 to ensure mutually beneficial tie up and cooperation in bringing together their complementary services, and the Parties hereby agree as follows:

1. Purpose and Scope

This Memorandum of Understanding is to educate and propagate the awareness of ancient Vedic astrology amongst the youth for complete realization of self-intent and for physical, mental, moral and intellectual development, which eventually shall pay a vital role in the growth of the nation.

2. MOU Term or Validity

This MOU shall come in full force and effect when this has been signed by both Parties and shall remain valid for a period of five (5) years from the academic year 2024-25, unless extended by mutual consent. This MoU can be extended for other tenure(s) with same or mutually agreed modified terms and conditions.

3. Roles and Responsibilities

3.1.NMC-21 shall provide technical team and infrastructure support.

3.2.Marketing, Advertising and Promotions

- a. Both the parties shall be responsible for generating admission lead through prospectus, advertisement and online marketing promotions for various programmes. NMC-21 shall additionally promote the same along with their regular advertisement in newspaper, website, hoardings, print media, landing pages, university prospectus etc.

- b. Preparation of promotional videos and brochures shall be the responsibility of MAREPL. Both the parties shall run the advertisement or digital marketing campaign through Facebook, Instagram, Google AD, WhatsApp, bulk messages for promotions, branding and lead generations.
- c. Both the parties shall display the details of the programme and their information on their website.
- 3.3. Both the parties are bound to complete all necessary support till the program is completed for the respective batch.

4. Program Fee & Collections

4.1. MAREPL shall conduct the online class for the students of NMC School No. 20, NMC School No. 21, NMC School No. 35 and ~~NMC High School~~ school under NMC-21, free of cost as their CSR initiative through Medhaj Astro Foundation.

5. Webinar, Seminar and Classes

- 5.1. MAREPL shall organise a webinar, seminar and classes for students. Remuneration of the faculty shall be borne by MAREPL.
- 5.2. There will be total 52 classes in a year, with final written exam at end of the course, the evaluation and result shall be published online.
- 5.3. **Online Class** : If classes are conducted through MAREPL's application, then the number of students shall be limited to 100 in a single batch.
- 5.4. **Offline Class**: If classes are conducted offline, then the limit of no. of students can be finalized as per the infrastructure available with NMC-21.

6. Classroom Notes and Tutorials

- 6.1. The notes and recording of the class shall be provided after the class, by MAREPL, only through MAREPL application.
- 6.2. For resolution of queries, a WhatsApp group shall be created and monitored by MAREPL.
- 6.3. NMC-21 shall not use the content and syllabus created by MAREPL in any capacity, during or after termination of MoU.

7. Award of Degree

An exclusive certificate shall be designed for the students, with the brand name of MAREPL and NMC-21.

8. Other terms and conditions

- 8.1. The Parties agree that the terms of the MOU shall not be changed or modified in any manner orally or otherwise except if agreed in writing and duly signed by authorized representative of the Parties hereto as addendum.
- 8.2. All documents to be provided by one Party to the other shall be in English. This MOU is signed in duplicate both copies being authentic.
- 8.3. All correspondence by official e-mail ID from one Party to the official e-mail ID of the other Party would be deemed to be effective delivery. All documents sent via e-mail by either of the Parties to the other for official/bidding purposes shall be authentic and have

legal standing, subject to regularization of the same on a letter head duly signed by the authorized representative of either or both Parties, as the case may be.

8.4. Both Parties agree that they shall have no right, title and interest to use the brand name of the other Party, or any of their intellectual properties, including but not limited to trademarks, trade names, logos etc, without the written consent of the other Party. Upon knowledge of infringement of such Intellectual property, both Parties agree to provide all assistance to the best of their abilities to restrain such infringement of their intellectual property.

8.5. The parties of this Agreement acknowledge and agree that this Agreement shall not be exclusive in any respect.

9. Confidentiality :

This MOU signed between the Parties shall be confidential.

9.1. The parties agree that no confidential or proprietary information shall be shared with a third party in any collaboration under this MOU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the parties will enter into a written non-disclosure agreement. Party will be responsible for its own cost in connection with all matters also understood and agreed that no information will be exchanged or Disseminated under any collaborations pursuant to this MOU.


10. Termination

All parties reserve the right to terminate the MOU by giving 15 days' notice, in addition to a 30-day cure period, in writing, in case of breach of any term and condition by either Party of the signed MOU. The termination of this MOU shall be deemed to be effective only if written notice is given in advance to the other party before initiation of next batch.

11. Arbitration

Any dispute or difference arising between MAREPL and NMC-21 relating to this MOU shall be settled amicably based on mutual consultation. In case the dispute is not resolved by amicable means within 90 days of either Party intimating the other about such dispute in writing, such difference or dispute shall be finally settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996. The language of arbitration proceedings shall be in English, and this Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Uttar Pradesh, shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

Witness hereof, the parties to this agreement have here undersigned on the day of March 2024 at NMC-21 in the presence of witness.


Nashik Municipal Corporation, -21 Medhaj A Research and Education Pvt Ltd.

केंद्रसमन्वयक
केंद्र क्र. २१, म. न. पा. शाळा क्र. २१,
विश्वास नगर, सातपुर, नाशिक

Postcard
Name **केंदरातान्वयक**
केंद्र क्र. २१, म. न. पा. शाळा क्र. २२,
Designation **मराठवाडा नगर, सातपुर, नाशिक**

Name: Gunjan Tripathi
Designation: Director

DATE: ...13...March 2024

7C-2112024

३। संविधान में प्रस्तावित।

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(बी. ए. एड.)
प्रधानाचार्य
महाराष्ट्र विद्यापीठ, नाशिक.

