



കേരളം കേരल KERALA

DS 339100


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is made and entered into by and between M/s ENBRIDG, 2nd Floor, East End, Iyyattil Complex, Iyyattil Jn, Chittoor RD, Ernakulam- 11, Kerala, is authorized by M/s Active Edu-Technologies India Private Limited with its Head Office at 3rd Floor, S4 Square, 1st Cross Road, Neeladri Nagar, Electronic City Phase 1, Bangalore – 560100. Represented by its Operations Officer, Miss. Devika Sreedharan, (hereinafter referred to as the **FIRST PARTY**)

And

MES COLLEGE, having its registered office / campus at Erumely, Kottayam, Kerala, represented by its Principal, Prof.(Dr.) Anil Kumar S. hereinafter referred to as the **SECOND PARTY**; which expression shall, unless repugnant to the context or meaning thereof, include its successor and assigns;

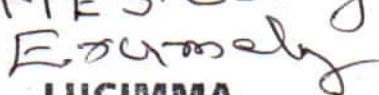



Prof. (Dr.) ANIL KUMAR S.
Principal
MES College Erumely

No 23590/2.12.2022

Principal

Signature of the First Party Signature of the Second Party



LUCIMMA
KANJIRAPPALLY
VENDOR



The FIRST PARTY and the SECOND PARTY are herein after collectively referred to as the 'PARTIES';

1. **Whereas**, the FIRST PARTY is authorized to sell Certiport certification programs as it is authorized by M/s. Active Edu-Technologies India Private Limited, a **Microsoft Authorized Education Partner and Certiport Authorized Reseller** in the territory specified in their mutual MoU.
1. And **Whereas**, the SECOND PARTY is desirous to certify its students in Microsoft Office Specialist and Microsoft Technology Associate.

OBLIGATIONS OF THE FIRST PARTY:

1. The *FIRST PARTY* will at all times maintain good working order in all deliverables for the order placed.
2. The *FIRST PARTY* will dedicate a managing member of its staff with adequate support structure to act as the focal point to co-ordinate activities with the *SECOND PARTY*.

OBLIGATIONS OF THE SECOND PARTY:

Both the parties agreed that the 'Training, Exam and Certification Fee' for the students of SECOND PARTY shall be at a concessional rate of Rs.2,300/- (**Two Thousand Three Hundred**) only, for **MICROSOFT OFFICE SPECIALIST** online examination and certification as the SECOND PARTY agreed to purchase a minimum of **50 (Fifty)** exam vouchers for its students.

The payment is scheduled to settle as below

2nd December 2022 : Rs. 57,500/-

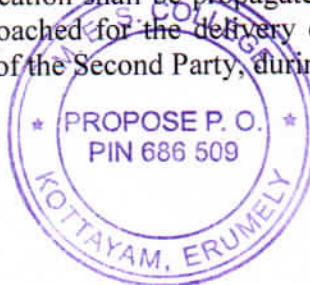
15th December 2022 : Rs. 57,500/-

Total : Rs. 1,15,000/-

Note: Taxes will be applicable, if any.

1. The SECOND PARTY agreed to pay the entire project amount of **Rs.1,15,000/-** (One Lakh Fifteen Thousand) only for the total number of exam vouchers purchased, irrespective of whether they fully utilized it or not during the MoU period.
2. The *SECOND PARTY* shall consider as confidential all information provided by the *FIRST PARTY* under this Agreement. The *SECOND PARTY* undertakes not to divulge any confidential information to any person except to its employees who need to know the information for successful conduct of the training.
3. The *SECOND PARTY* shall not transfer, reproduce or reuse any material, soft copy, software or otherwise provided by the first party in personal or institutional capacity.
4. The Second Party undertakes that the Certification shall be propagated and exercised only through the First Party and no other party shall be approached for the delivery of the Certification in any of the campus under the management or ownership of the Second Party, during the term of this MoU.

Signature of the First Party



Signature of the Second Party ²

Prof. (Dr.) ANIL KUMAR S.
Principal
MES College Erumely

5. The PARTIES shall not be considered in default of the performance of their obligations under the terms of this 'Memorandum', if such performance is prevented or delayed for any causes beyond the reasonable control of the PARTY affected including war, hostilities, revolution, riots, civil commotion, strikes, lockouts, epidemic, fire, explosion, flood, earth-quake, act of God, any act of Government, espionage, governmental action or interruption of services or any other cause beyond the control of the concerned PARTY which could not have been foreseen or avoided by the exercise of due diligence.
6. All the advertisement materials will be designed and publicized with prior approval from FIRST PARTY in writing.

TERMS

7. Except as provided in this agreement the initial term of the second party's association with the first party shall be from 1st April 2022 to 31st March 2023.
8. The title conferred vide this agreement is not transferable to any third party, individual or otherwise other than legal heirs for which a transfer of title has to be executed with adequate reasons for transfer.
9. The agreement shall get lapsed at the end of the first year and at the option of the parties and the agreement may be renewed for another term as mutually agreed upon by the parties. If in any case any of the parties don't want the agreement to be renewed, the same may be communicated in writing 30 days in advance to the date of renewal.
10. The first party reserves the right to terminate this agreement at their option if they are convinced that the second party has violated the purview of this agreement at any point of time with a prior written notice stating the points of violation thirty days in advance and vice versa.
11. The expenses incurred if any in case of termination shall be borne by the party who is at fault.

DISPUTE RESOLUTION:

12. If any dispute arises between the PARTIES hereto during the subsistence of this 'Memorandum' or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this 'Memorandum', the PARTIES hereto shall endeavor to settle such dispute amicably. In the case of failure by the PARTIES to resolve the dispute in the manner set out above within **15 (fifteen) days** from the date when the dispute arose, the dispute shall be referred to arbitration of a Sole Arbitrator to be appointed by the *SECOND PARTY*. The place of arbitration shall be Ernakulam.
13. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The Arbitrator shall also decide on the costs of the arbitration proceedings.
14. The Arbitrator's award shall be substantiated in writing and the PARTIES hereto shall submit to the Arbitrator's award which shall be enforceable in any competent court of law.

JURISDICTION OF COURTS:

15. This 'Memorandum' shall be governed and construed in accordance with the prevailing laws of India and subject to the provisions of this clause, shall be subject to the exclusive jurisdiction of the courts at Ernakulam.

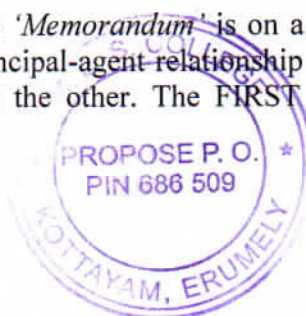
MISCELLANEOUS:

16. It is agreed to between the PARTIES that this 'Memorandum' is on a Principal-to-Principal basis and does not create any employer-employee or principal-agent relationship between the FIRST PARTY on the one hand, and the SECOND PARTY on the other. The FIRST PARTY shall not represent or

Signature of the First Party



PROPOSE P. O.
PIN 686 509



Signature of the Second Party

3
Prof. (Dr.) ANIL KUMAR S,
Principal
MES College Erumely

designate his / its business premises as an office of the SECOND PARTY. The FIRST PARTY shall not advertise in any form on behalf of the SECOND PARTY.

17. Stamp duty and other taxes and levies on this 'Memorandum' shall be borne by the SECOND PARTY.
18. This 'Memorandum' shall be executed in duplicate. The FIRST PARTY shall keep the original. The SECOND PARTY shall keep the copy.

NOTICES:

1. All notices required to be served by either of the PARTIES hereto shall be deemed to have been duly and effectually served, if delivered by hand or addressed by registered post at the following addresses:

Operations Officer
ENBRIDG
2nd Floor, East End, Iyyattil Complex
IyyattilJn, Chittor Road Erumely
Ernakulam Kottayam
Kerala - 682011

Principal
MES COLLEGE
MES College P O,
Kerala-686509

IN WITNESS WHEREOF the parties hereto have signed this deed on this **Date**

Signature of First Party



Operations Officer
M/s. Enbridg



Signature of Second Party



Prof. (Dr.) ANIL KUMAR S.
Principal
MES College Erumely

Principal
M/s MES COLLEGE, ERUMELY

Witness: 1. Remadevar A. Does

Witness: 2. THANSEEL NAZAR



Signature of the First Party



Prof. (Dr.) ANIL KUMAR S.
Principal
MES College Erumely

Signature of the Second Party