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उत्तर प्रदेश UTTAR PRADESH

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Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered on the day 5th of the month July and year 2018.

BETWEEN

TEERTHANKER MAHAVEER UNIVERSITY established in the year 2008 and governed by Teerthanker Mahaveer University, Uttar Pradesh Act. 2008 (No. 30 of 2008), having its principal office at Bagadpur, Pakbara, Delhi Road, Moradabad, India. (Hereinafter referred to as "TMU"), which expression shall include its successors in office and permitted assignees of the FIRST PART.

AND

Future Sharp Skill Limited (CIN-U74120MH2011PLC222584), a company incorporated under the Companies Act, 1956, having its registered office at Knowledge House, Jogeshwari Vikhroli Link Road, Jogeshwari East, Mumbai - 400060 which hereafter referred to as "FSSL" which expression shall unless repugnant to the context be deemed to mean and include its successors) acting

Page 1 of 11



through its Chief Executive Officer; of the OTHER PART.

WHEREAS:

- FSSL was incorporated in 2011 to improving and creating livelihood opportunities through skilling and up skilling in various trades and also support the group companies for their human resource capability building and recruitment of required talent for the entire Future Group and others.
- TMU is a state private Minority University which offers various graduate and post graduate and other courses. The curriculum including a under graduate program in Bachelor of Business Administration (BBA) in Sales and Retail Management and has necessary approvals, grant, permission from Statutory or other authorities to provide such courses
- TMU now proposes to add specialized BBA, short term certification in FMCG and other Courses with a focus on retail and supply chain management. Since FSSL has expertise in these fields and is also interested in recruiting students qualified in these fields, FSSL has agreed to work with TMU in the manner hereinafter appearing.

NOW THEREFORE THIS MEMORANDUM WITNESSETH AND IT IS AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

FSSL shall:

- Provide guidance and consultation to TMU for the introduction of BBA - Retail Management (hereinafter referred to as "the Proposed Program") vis-à-vis, development of course design, curriculum and content for the proposed program.
- Create and provide workbooks for the sessions/lectures/subjects to be delivered in the proposed program by FSSL.
- Arrange for FSSL Faculty / Trainers to facilitate classroom sessions and not assessment for the proposed program.
- Arrange experts from the industry (as honorary visiting faculty) to visit TMU campus for providing guest sessions for students participating in the proposed program.
- Support in organizing store visits / internships (at Future Group Companies and other third parties) for students participating in the proposed program.
- Conduct 'Retail Yatra' the value chain journey (optional) and warehouse visit



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for the students of the proposed program.

- Placement support for the students in either Future Group Companies or other Retail Organizations

Admission support:

- FSSL will allow TMU to use its logo as well his name – at website, brochures, print media advertisements & banners for marketing & admission process.
- FSSL will also support in admission process by sending its expert speaker, counselor from time to time (If TMU is arranging admission camp outside Moradabad locations, FSSL will send its expert counselor with TMU team – Cost of travelling will be borne by TMU if done in Moradabad then cost of travelling shall be borne by FSSL.)
- FSSL will support in admission to design industry specific banner, pamphlets & other marketing materials.

On Job Training (OJT):

- FSSL will arranged on job training (OJT) for all enrolled students – (travelling, lodging & boarding will be borne by students).
- **Stipend:** Students will be eligible for stipend during OJT (range Rs. 6,000 to Rs. 10,000)
- **Location:** Location of the OJT shall be within North India (For example: NCR, Delhi, Jaipur, Lucknow, Dehradun etc.)
- **Certification:** Proper certification shall be issued to student after completion of OJT.
- **Duration:** 10 to 12 Months.
- The OJT would be provided during the 5th and 6th semester of the course.

Guest Lecture:

- A total of 8 guest lectures will be organized by FSSL on important and strategic topics on Retail Management, FMCG, Supply Chain, E-Commerce, etc. Here reputed industry practitioner will be coming to the institute campus and deliver the sessions. These sessions would range from 2-4 hours.

Retail Yatra:

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- Here FSSL would be giving options to TMU for a 5-day value chain industry immersion program from farm to form (food), source to the shelf (apparels). The options can be given from FSSL to TMU or TMU can recommend the states / areas that they would prefer to send the students to and we can mutually work on creating the retail yatra. For example, if TMU says that they want it in UP only then FSSL can create a retail yatra on silk value chain in Varanasi.

TMU shall:

- Launch the proposed program, subject to availability of students.
- Do all admission related activities to select students for the proposed program.
- Make efforts to publicize the proposed program.
- Make available all infrastructure facilities required for the proposed program in TMIMT, TMU campus.
- Depute faculty/trainers for teaching and conducting the sessions of specific subjects mutually agreed on in the proposed program.
- Arrange the lodging and boarding arrangements for all the trainers / faculty / industry experts of this proposed program at guest house of TMU. However, TMU would pay the charges for the same as per TMU policy.
- TMU shall issue a BBA degree as per university grant commission (UGC) guidelines to all students successfully completing the proposed program.
- Prepare monthly session schedule and share it with FSSL, 15 days prior to the start of the sessions to enable FSSL to organize faculty for facilitation of the sessions.
- Give a week of prior notice to FSSL in the event of cancellation of sessions.
- This MOU is applicable only for the students admitted during the Academic Year 2018-19, 2019-20, and 2020-21 in the proposed program. A separate MOU will be signed for each new program that both FSSL and TMU wish to launch jointly.
- The course fee and admission process for the proposed program shall be determined and administered by TMU.
- After the confirmation of admission and full semester Tuition fees deposited by student, the curriculum development fees as prescribed in Annexure 1 Fees for that semester will be paid vide demand draft/ RTGS favoring FSSL, Mumbai as per schedule prescribed in Annexure 1. TMU would deduct TDS as per



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applicable rate as per the Income Tax Act, 1961 on any such payment made to FSSL.

- This MOU would come into force on the date of signing and will remain valid and in force till completion of full program of all batches and may be reviewed on mutually agreeable terms.

Other Legal Terms

- **Exclusivity:** FSSL shall have right to enter into similar arrangement with third party for similar service during the term of this agreement but FSSL will not do BBA in Retail Management within 100 Km radius from TMU Moradabad.
- **Ownership of Rights:** TMU agrees that FSSL shall remain the sole owner of content, collateral created for BBA Retail Management program. Either party shall not claim any right, title, interest over the intellectual property rights of other.
- **Intellectual Property Rights:** Any intellectual property rights developed, created by FSSL independent of this proposed program but used in pursuance of this agreement shall be owned by FSSL.
- **Confidentiality:** The parties agree to keep confidential, the content of this agreement and any other information shared with each other and designated confidential. This obligation shall be applicable till the expiry of this agreement and for 3 years thereafter.
- **Termination:** Either party shall be entitled to terminate this agreement by giving 3 months advance notice in writing. Either party shall be entitled to terminate this agreement by giving 3 months notice in case the other party fails to fulfil its obligations enumerated in this agreement and upon failure of the other party to cure such failure within the said 3 months of the said other party being given a written notice of the same by the said party. However, if this agreement is terminated for any reason by either party giving 3 months notice in writing or expires after 36 months, the responsibilities of both the parties shall continue till the last admitted batch of the students complete the proposed program.
- **Indemnification:** Each party shall protect and indemnify the other party against any direct damages, claims, suits, actions, judgments, costs and expenses directly arising out of or in any way connected with any act/ omission arising in relation to this agreement or in case said party fails to fulfil its obligations enumerated in this agreement or breach of representation and warranty provided in the agreement.



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- **Arbitration & Jurisdiction:** Any dispute in connection with this agreement shall be referred to the designated officials of both the parties for mutual discussions and resolution.

A Five (5) member committee will be constituted to resolve the issue with three (3) members of FSSL (please nominate 3 members) & Two members (2) from TMU (Committee members from TMU will be as Principal – College of management (TMIMT), Course Coordinator, College of Management (TMIMT)).

If no settlement can be reached through mutual discussions and negotiations, then such matter shall be finally settled by Honorable Vice Chancellor of TMU, whose decision will be final & binding on both the parties.

Both parties agree that no matter will be taken to court under any circumstances.

- **Severability:** In the event that any term, condition, or provision of this MOU is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this MOU and shall be of no force and effect and this MOU shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this MOU.
- **Assignment:** This Agreement or any rights, obligation under this agreement shall not be assigned by any party to a third party without prior written consent of the other party. However, each party shall have right to assign this agreement to any of its affiliates, associates, group companies with prior intimation to the other party. Further any party shall have right to sub contract part of its obligation requiring special skill, technology for fulfilment to third party.
- **Force majeure:** None of the Parties will be responsible for failure to carry out any obligations under this Agreement to the extent the failure is directly caused by a Force Majeure Event. Force Majeure event includes but not limited to Acts of God or State or of any sovereign authority or public enemy, acts mandated by any applicable laws, regulation or order (whether valid or invalid).
- **Independent Contractor:** The parties under this agreement shall act as independent parties on principal to principal basis. Under no circumstances shall this agreement be construed as one of agency, partnership or joint venture or employment between the parties. No party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other party.
- **Warranties:** Each party warrants to other parties that (i) it has full right, power and authority to enter into this agreement and carry out its obligations under this agreement; (ii) its entry into this agreement and its performance of its obligations hereunder will: (a) not conflict with applicable laws or any agreement by which it is bound; and (b) not infringe the Intellectual Property Rights or other rights of any third party.(iii) each party has obtained and shall



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maintain required approval, permission, consent, from Statutory or other authorities as required to perform obligation under this MOU.

- **Amendments:** No amendment shall be made to this MOU unless the same is in writing and signed by both the parties involved.
- **Limitation of Liability:** Notwithstanding anything contained in these terms and conditions, FSSL shall in no event be liable for any special, indirect, consequential or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this arrangement, MOU, any documents referenced in this MOU, or any addenda or amendment hereto.
- **Notices:** Any notice, demand or request under this agreement shall be in writing and shall be delivered or sent by Registered Mail to the addresses as indicated below:

In case of notice to FSSL at: -

Future Sharp Skill Limited
Knowledge House
Future Group, Shyam Nagar
Off Jogeshwari Vikhroli Link Road
Jogeshwari East
Mumbai - 400060

In case of Teerthanker Mahaveer University:-

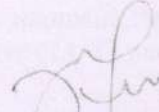

College of Management (TMIMT),
Teerthanker Mahaveer University,
Delhi Road,
Moradabad-(U.P.)
09917200216
05912487444
Email: principal.management@tmu.ac.in

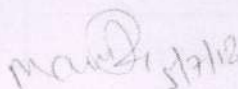
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IN WITNESS WHEREOF the Parties here to have here in to set their
respective signatures on the day and year first here in above written.


5/7/18 
Professor Vipin Jain
Principal- College of Management (TMIMT)
Signed and Delivered
For Teerthanker Mahaveer University


Authorized Signatory
In the presence of Dr. Manoj Agarwal


Signed and Delivered
For Future Sharp Skills Limited


Authorized Signatory
In the presence of _____



ANNEXURE I

BBA – Retail Management

Schedule of Charges to be paid to FSSL

Curriculum Development Fees per semester per active student in that semester Rs. 17,500/- (inclusive of GST and any other applicable taxes)

Payment Schedule

1 st Semester	30 th November of the year
2 nd Semester	30 th April of the year
3 rd Semester	30 th November of the year
4 th Semester	30 th April of the year
5 th Semester	30 th November of the year
6 th Semester	30 th April of the year



Annexure - II

Study Scheme - Programme: BBA (Retail Management)

Semester I

S. No.	Course Code	Subject	TMU/FSSL	Hours
1	BBA101	Business & Management	TMU	40
2	BBA103	Managerial Economics	TMU	40
3	BBA111/ BBA401	Business Values and Ethics	TMU	40
4	BBA112 /BBA202	Business Law	TMU	40
5	BBA199	English Communication & Soft Skills-I	TMU	40
6	BBA151	Comprehensive Viva-Voce	TMU	-

Semester II

S. No.	Course Code	Subject	TMU/FSSL	Hours
1	BBA201	Business Environment	TMU	40
2	BBA231	Computer Fundamentals	TMU	40
3	BBA217/ BBA105	Organizational Behavior	TMU	40
4	BBA216/ BBA104	Fundamentals of Accounting	TMU	40
5	BBA215/ BBA102	Quantitative Techniques -I	TMU	40
6	BBA251	Computer Fundamentals(P)	TMU	40
7	BBA252	Comprehensive Viva-Voce	TMU	-
8	BBA299	English Communication & Soft Skills-II	TMU	40

Semester III

S. No.	Course Code	Subject	TMU/FSSL	Hours
1	BBA 301	Environmental studies	TMU	40
2	BBA 302	Human Resource Management	TMU	40
3	BBA 303	Marketing Management	TMU	40
4	BBA 305	Management Accounting	TMU	40
5	BBA 315	Quantitative Techniques -II	TMU	40
6	BBA 399	English Communication & Soft Skills -III	TMU	40
7	BBA351	Comprehensive Viva Voce	TMU	-



Semester IV

S. No.	Course Code	Subject	TMU/FSSL	Hours
1	BBA 416	Foundation of Retail Business	FSSL	40
2	BBA 417	Sales Management	FSSL	40
3	BBA 418	Customer Relationship Management	FSSL	40
4	BBA 419	Retail Management	FSSL	40
5	BBA 420	Channel Sales & SCM	FSSL	40
6	BBA 451	Term Paper	FSSL	-
7	BBA499	English communication & Soft Skills-IV	FSSL	40

Semester V

S. No.	Course Code	Subject	TMU/FSSL	Hours
1	BBA552	On Job Training (OJT)	FSSL	200
2	BBA553	Project Report on OJT	FSSL	-
3	BBA554	Comprehensive Viva	FSSL	-

Semester VI

S. No.	Course Code	Subject	TMU/FSSL	Hours
1	BBA653	On Job Training (OJT)	FSSL	220
2	BBA654	Project Report on OJT	FSSL	-

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