



उत्तर प्रदेश
APR 2015
उत्तर प्रदेश UTTAR PRADESH

CN 724249

Memorandum of Understanding

Between

Teerthanker Mahaveer University

Moradabad, U.P

And

iNurture Education Solutions Pvt. Ltd.,

7/113, Dr. Raj Kumar Road, 1st Floor Raj Classic, Rajajinagar, Bangalore 560 010



This Memorandum of Understanding is made on this 2nd day of May 2015 between **Teerthanker Mahaveer University**, having their campus at Moradabad, NH-24 Delhi Road, Bagadpur U.P, represented by its Dean (Academics), **Prof. K. K. Pande** as the First Party (hereinafter referred to as "**Teerthanker Mahaveer University**" or the "**First Party**") and **iNURTURE EDUCATION SOLUTIONS PVT. LTD.**, having its registered office at 7/113, Raj Classic, Dr. Rajkumar Road, 1st Block, 2nd Stage, Rajajinagar, Bangalore, 560010, Karnataka represented by its Managing Director, **Shri. Ashwin Ajila** (hereinafter referred to as iNuture Education Solutions Pvt. Ltd or the "**Second Party**").

WHEREAS **Teerthanker Mahaveer University** has been established under the State Private University Act No. 30 of 2008, of the Government of Uttar Pradesh and has been approved by University Grants Commission (UGC) under Section 2 (f) of UGC Act, 1956, offering state of the art education & research relevant to the market needs. The university conducts graduate, Post graduate, PhD programs in various disciplines. The campus possesses a fully equipped facility with sufficient classrooms & infrastructure to handle the additional responsibilities required under this MOU.

WHEREAS **iNuture Education Solutions Pvt. Ltd., Bangalore, Karnataka** is a registered company and has developed expertise in design & delivery of innovative, industry relevant job-oriented undergraduate & postgraduate programs through Universities and colleges in the fields of Animation, Information Technology, Mobile Applications, Design, Marketing Leadership and Innovation & Financial Services which are being successfully conducted in various Universities across India since 2005.

iNuture has the expertise, curriculum, course material and study material and has approached the University for setting up the education programs within latter's campus.

Teerthanker Mahaveer University has agreed to iNuture that it intends to provide suitable and sufficient class rooms and infrastructure to impart the education programs developed and designed by iNuture and approved by the Institution, to prospective students.

1. Proposed Programs

- List in Annexure 1.

Both parties hereby have agreed to associate together and the parties have agreed on the following terms for cooperation.





THE FOLLOWING OUTLINES THE RESPONSIBILITIES OF BOTH THE PARTIES

2. Responsibilities of First Party (Teerthanker Mahaveer University)

- 2.1 First Party shall provide all hard Infrastructures, such as dedicated and required number of class rooms for running the above programs. Computer Lab and work rooms for the programs, furniture, faculty rooms, administrative office, Utility rooms, telephones and internet facilities.
- 2.2 Provide classroom equipment such as Computer Systems with UPS and other related peripherals etc. within the Institution campus for the delivery of above mentioned programs as per the course matrix submitted by the second party
- 2.3 Shall accept admission of enrolled students as per norms along with prescribed tuition fees and provide the receipt for the same.
- 2.4 Shall after receipt of the processed applications and fees, finalize the admissions as per rules and inform the registration/enrollment numbers of the students to Second Party.
- 2.5 Shall issue identity cards to all admitted students
- 2.6 Shall share agreed percentage of fees as mentioned in clause 7, from the tuition fees received from the enrolled students with Second Party as decided within prescribed time frame as in Annexure 2.
- 2.7 Shall provide Second Party with detailed operational guidelines (written / printed) arising out of this agreement to be followed by Second Party.
- 2.8 Shall bear the basic operational charges such as upkeep of class rooms, electricity, water charges.
- 2.9 Shall keep the website updated on information on the program offered jointly with Second Party from time to time.
- 2.10 Shall appoint / depute a responsible person as coordinator to ensure proper functioning of the unit set up to conduct the program covered under this MOU. The coordinator will also serve as one point contact for Second Party as far as working of the said unit is concerned.
- 2.11 The staff of First Party shall not tamper with the course materials either by way of modification, servicing or otherwise manipulating the mechanism in any way or for any reason whatsoever. The appointment under this agreement does not entitle First Party, to any right or interest over the intellectual property of Second Party. It shall be the responsibility of First Party, to ensure that none of its employee's agents or representatives causes any infringement of the rights of Second Party.
- 2.12 The second party has the copy right of the material from the respective owners of the copyright material. The second party also has the rights to further commercially distribute the material to the first party and its students, faculty etc. The second party indemnifies the first party from the any infringement of the copyrights.

Teerthanker Mahaveer University
Moradabad



2.13 The registered copyright owners of the course materials have suitable agreement with Second Party and the operation of this Agreement shall not operate to confer on First Party, any right, title or interest over the said material, and any supplements and additional materials that may be supplied to First Party, the said course materials shall be given over to only the students who are duly registered and whose names and particulars have been sent to Second Party in accordance with this Agreement.

2.14 Admission notification and advertisement for the courses under this collaboration shall also be inserted along with the University advertisement after ensuring that they are in conformity with the course.

3. Responsibilities of Second Party (iNurture Education Solutions)

- 3.1 Shall ascertain for itself the financial viability of the program to be launched under partnership arrangement.
- 3.2 Second Party will be responsible for course design, development, course content and course up gradation in consultation with the first party and approved by the Board of Studies as per the University existing rules.
- 3.3 Second Party will be responsible for faculty recruitment and course delivery by trained faculty to the satisfaction of the First party. Such faculty will be the employees of Second Party on its payroll / First party on its payroll, and their salary and other emoluments and all other liability shall be borne by Second Party
- 3.4 The academic delivery will be controlled and monitored by Second Party and the faculties and guest lecturers shall be bound by the administrative directions, control and policy of the First Party.
- 3.5 Shall ensure quality delivery of the course by trained faculty, quality assurance systems and training to the satisfaction of the First party.
- 3.6 Shall be responsible for providing appropriate learning materials to students through iNurture's Learning Management System
- 3.7 Shall follow the course curriculum approved by the First Party
- 3.8 Shall be responsible for organizing of study lectures for theory and practical classes.
- 3.9 Shall be responsible for completion of both theory and practical training sessions of the course within the prescribed period for which admissions have been made through First Party and Second Party.
- 3.10 Shall provide all possible assistance for the conduct of examination.
- 3.11 Shall carry out internal assessment of students, evaluate assignments, project submission, and assess students' through the faculty and maintain appropriate record of the same as per University ordinance. A copy of such records would be provided to the first party as per the university guidelines.

Dr. Deep (Academic)
Registrar
University of ...



- 3.12 Shall be responsible for providing active internships and placement assistance and guidance to the students.
- 3.13 Second party to drive industry campus interaction studio visits, talk by industry professionals etc., as per agreed schedule.
- 3.14 The prospectus, if necessary, containing all relevant information required by the applicant, along with the admission form shall be printed by Second Party at their cost, after consent from First Party with regards to its contents. The prospectus shall be sold and sale proceeds so realized shall be retained by Second Party.
- 3.15 Shall prepare publicity materials of the program to be launched and display to them in different media after ensuring that they are in conformity with the course. Such publicity should prominently display the name of First Party and its logo. Such advertisement materials must be approved by first party, prior to its publication.
- 3.16 Cost of all admission notification and advertisement related only to the courses under this collaboration if published, after ensuring that they are in conformity with the University Standards, will be borne by the Second Party.
- 3.17 Shall ensure adherence to quality standards prescribed by First Party.
- 3.18 Shall keep its website continually updated regarding the course offered under this MOU.
- 3.19 Notwithstanding anything stated above, the process of course delivery, including the theory class, practical, case study, internal & external assessment, training, etc., will all be governed by the rules and regulations including approval process as per the University ordinance that are in force from time to time.

4. Combined Responsibilities:

MARKETING RESPONSIBILITIES AND EXPENDITURE:

- 4.1 First Party in consultation with the Second Party shall formulate and carry out local advertisement for the courses launched under this MOU along with its regular courses mentioned in the Advertisement. The cost towards such advertisements shall be borne by the First Party
- 4.2 The second party will at its own cost take care of Awareness & Direct Marketing campaigns for marketing the courses as given in annexure 1. Cost of admission notification and advertisement related only to the courses under this collaboration published as required by the Second Party, after ensuring that they are in conformity with the University Standards, shall be borne by the Second Party

(Academics)
Tejendra Kumar
Moradabad



5. ELIGIBILITY FOR ADMISSION:

- **UG courses**

A pass in the 10+2 examination (Pre-University Board Examination) from any stream of study, that is recognized by any State Board / Central Board (Preferably with a minimum aggregate of 50% marks).

- **PG Courses**

Bachelor's degree from a recognized university or equivalent with a minimum 50% aggregate marks and a high score in GMAT/CAT/XAT/MAT/ATMA/CMAT/AAT or any other acceptable management entrance examination.

- Other general conditions as per the University Guidelines and University Ordinance related to the admissions will be adhered to by the parties.

6. FEE STRUCTURE:

The tuition fee, lab fee and the examination fee per student per year / semester will be prescribed jointly by First Party and Second Party and will be mentioned in Annexure 2

7. REVENUE SHARE & Payments: Revenue will be shared in the following ratio:

7.1 For all the services rendered, iNurture will receive 60% of the tuition fees for First Academic year (2015 – 2016), Second Academic Year (2016 – 2017) & Third Academic Year (2017-2018) of operations.

7.2 For the infrastructure & other services rendered, Teerthanker Mahaveer University will receive 40% of the tuition fees for First Academic year (2015 – 2016), Second Academic Year (2016 – 2017) & Third Academic Year (2017-2018) of operations.

7.3 From the Fourth Academic Year of Operations (2018 onwards), For all the services rendered, iNurture will receive 50% of the tuition fees

7.4 From the Fourth Academic Year of Operations (2018 onwards), for the infrastructure & other services rendered, Teerthanker Mahaveer University will receive 50% of the tuition fees. ✓

7.5 The Second party will reimburse to the First party all faculty and learning related cost that is borne by the First party towards the execution of the courses under this MOU. This reimbursement will be done on a monthly basis against bills raised by the First party.

7.6 The First Party will collect the fees from the admitted students for the list of programs as given in the annexure 1, and will pay the second party its share of 50% of the fee on

7.6.1 (Academics)
Teerthanker Mahaveer University
Moradabad



12.2 Neither Party shall be liable to compensate any loss, damage or delay caused by war, riots, civil, lock-outs, labor trouble or infrastructural deficiency, commotion, any other cause or contingencies beyond the reasonable control which prevents or delays it in performing any obligation incurred under or arising out of this Agreement.

13. LIABILITIES:

Both the parties, without any assurance from each other in respect of any minimum level of profits or return on investment has independently decided to enter into this agreement after evaluating the prospects and shall not raise any claim, charge etc. in case the targets and/or return on their investment is not achieved for any reason whatsoever.

14. ARBITRATION:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultation and by written consent by the parties to the Agreement. In case settlement is not arrived at, the dispute will come under the purview and provisions of Indian Arbitration and Conciliation Act 1996 of Government of India and the area of jurisdiction will be preferably at Moradabad.

The term First Party and the Second Party aforementioned unless repugnant to the context shall mean and include their successors in office, authorized representatives and assignees etc.

15. JURISDICTION:

In the event of any disputes between the parties no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful, preferably in the courts at Moradabad

16. AMENDMENT TO THE MOU

During the operation of the MOU, circumstances may arise which may call for amendment/alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties on its subject and supersedes all prior agreements, arrangements or understandings, whether verbal, written, or implied. Any amendment hereto will be in writing and signed by both the parties.

Handwritten signature
Moradabad



ANNEXURE 1

Proposed list of Course:

Under Graduate Programs
I B TECH IT / CS – dual specialization 1. Mobile Applications & Cloud Technologies 2. Information Security & Infrastructure Management Services
II BBA 2. Brand Management & Communication
Masters Program
III MBA 1. Digital Marketing & Advertising

Intake of Students:

- Batch size per course: 40 students for all the Undergraduate programs
- Batch size per course : 20 students for the MBA program

N. P. Singh
Dean (Academics)
Teerthankar Mahavidyalaya
Moradabad



ANNEXURE - 2

Proposed Fee Structure for the courses:


Tuition Fees – Per Year Basis

1. B. Tech Dual Specialization: Rs 1, 20,000/- per year.
2. BBA Brand Management and Communication : Rs 80,000/- per year
3. MBA Digital Marketing & Advertising – Rs 1, 50,000/- per Year

[The above fee does not include prescribed registration fee, examination fee and any other special fee which will be directly paid to the University.]

Revenue share will be as follows:

	Program	Fee on date (Rs) /Sem	Share of the Fee		Second Party share	
			First Party	Second Party	Start of class	End of Semester
	Year I - III					
1	B. Tech	60,000.00	24,000.00	36,000.00	18,000.00	18,000.00
2	BBA	40,000.00	16,000.00	24,000.00	12,000.00	12,000.00
3	MBA	75,000.00	30,000.00	45,000.00	22,500.00	22,500.00
	Year IV onwards					
1	B. Tech	60,000.00	30,000.00	30,000.00	15,000.00	15,000.00
2	BBA	40,000.00	20,000.00	20,000.00	10,000.00	10,000.00
3	MBA	75,000.00	37,500.00	37,500.00	18,750.00	18,750.00


Dean (Academics)
Teerthanker Mahaveer University
Moradabad

