



उत्तर प्रदेश UTTAR PRADESH

EE 259804



Safeducate

AGREEMENT

This AGREEMENT ("Agreement") is made at Moradabad on 13th day of September, 2018.

BY AND BETWEEN

Safeducate Learning Pvt. Ltd. is specialist in Supply Chain and Logistics training was launched by the house of Safexpress in 2007, with an aim to meet the continuously evolving needs of the workforce of the growing logistics sector, led by the alumni of Stanford and Cambridge University, the team blends rich operational experience of the supply chain arena with international know-how and best practices to create program which are extremely stimulating, hands on and practical, of the FIRST PART

AND

TEERTHANKER MAHAVEER UNIVERSITY, a University set up in the year 2008 and governed by The Teerthanker Mahaveer University Uttar Pradesh Act. 2008 (No. 30 of 2008), having its principal office at Bagadpur, Pakbara, Delhi Road, Moradabad, India. (Here in after referred to as "TMU"), which expression shall include its successor in office and permitted assignees of the SECOND PART.

Each of Safeducate Learning Pvt. Ltd. and TMU hereinafter collectively referred to as a "Parties" and individually referred to as a "Party".



AND WHEREAS

1. Safeducate has initiated the Corporate Model Centre with a view to impart education, training, enhance management skills, dissemination of practical knowledge through internship, OJT (On the Job Training) personality development and other related activities.
2. TMU conducting various degree courses having authority to conduct such educational courses, training for students and has ability, authority and capacity to enter into such tie-up and arrangement in order to educate and impart knowledge to students.
3. TMU and Safeducate are keen and desirous to join hands and enter into such tie-ups, arrangements whereby students registered with TMU can be educated and get additional knowledge, enhance their skills and get corporate exposure are desirous to enter into this arrangement on the terms and conditions mentioned herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITION

Unless contrary to the context, the terms used in the Agreement shall have following meaning:

- | | | |
|----|-------------------|--|
| a. | Commencement Date | 13 th September 2018 |
| b. | TMU | Teerthanker Mahaveer University |
| d. | Course | Master of Business Administration
(Logistics & Supply Chain Management) |
| e. | Certificate | Shall mean and include Certificate issued by the University and / or Certificate issued by the Company to the students who has successfully completed the Courses/ Modules/ training programmes conducted by the TMU under this arrangement. |
| f. | Degree | Shall mean degree issued by the TMU |
| g. | Modules | Shall mean the study Modules of the Course. The Modules provided by Safeducate under this Agreement for the Course is annexed as Annexure I . |
| h. | Term | Means initial term of the Agreement and any renewal thereof. |
| i. | UGC | University Grants Commission |



- j. OJT On the Job Training
- k. Safeducate Safeducate Learning Pvt. Ltd

2. INTERPRETATION

Save to the extent that the context or express provisions of this Agreement otherwise require:

- a. Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- b. All reference to Clauses and Annexure are reference to Clauses and Annexure to this Agreement;
- c. The Annexure to this Agreement are an integral part of this Agreement and reference to Agreement includes reference thereto;
- d. All references to the act, statute or statutory provisions shall include reference to any act, statute, statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include, without limitation, any bye laws, regulations, rules, notices, orders, circulars, code of conduct, code of practice made under the relevant statute;
- e. Words importing the singular include the plural and vice versa;
- f. Words importing a particular gender include all genders;
- g. The term "including" means including but without limitation.

3. ROLES AND RESPONSIBILITY OF SAFEDUCATE

- a. The Contents of the Modules will be prepared by Safeducate for the modules to be delivered by Safeducate in consultation with TMU and same will be approved through TMU academic body, before start of academic session. It would provide a study material to each student enrolled for course (Industry Academia Connect), without any additional cost to TMU & the students.
- b. Safeducate will provide trainers/facilitators to the TMU for the purpose of imparting lectures and training on such agreed modules mentioned in the Curriculum in Annexure-I which will fulfill the norms as defined by the government from time to time & seek prior approval of the trainers/facilitators from TMU. Safeducate will provide qualified, knowledgeable, experienced, professional trainers/facilitators to train the students.
- c. TMU & Safeducate will obtain written feedback of the students about the module contents; trainers/facilitators and training imparted to them and shall endeavor to take action as per the feedback provided by the students.



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- d. Safeducate shall ensure that the trainer/facilitators undertake to perform the services with the highest standard of professional and ethical competency and integrity.
- e. Regular assessment/evaluation of the students will be done by TMU as per its ordinance. However Safeducate can conduct assessment of all enrolled students of the module delivered by them.
- f. Safeducate will provide paid on job training / placement starting from the month of September onwards after completion of industrial input classes by Safeducate facilitators.
- g. Industrial Visits/OJT/Focus on rigorous workplace skills training/100% pre placement Assistance/Add-on workshops on latest industry trend/Live Projects/Soft skills Sessions/SCM games and simulation/Guest lecture sessions by industry experts/Training methodology 40:60 (theory vs. practical exposure)/Course curriculum designed & endorsed by industry experts and academia at its and tie up companies for the students who are enrolled for this course. However, Safeducate does not guarantee for lodging, boarding, travelling arrangements and it has to be borne by the students. The concerned companies will provide letter/certificate to such candidates who will successfully complete their internship/OJT.
- h. Safeducate will endeavor to provide 100% Pre-placement assistance to the students who are enrolled under this course. The assessment / evaluation of the students will be done by TMU as per its ordinance. However Safeducate can conduct assessment of all enrolled students of the module delivered by them.
- i. Safeducate will be solely responsible for the Content, Training Materials provided by them.

4. ROLES AND RESPONSIBILITY OF TMU

- a. TMU shall provide and maintain proper infrastructure to the trainers/facilitators of Safeducate for conducting and imparting training to the students. TMU shall be liable to maintain well equipped library, training room, computer room, sufficient number of computers with internet facility, study material, modules, etc.
- b. TMU will make necessary arrangement for boarding & lodging of Safeducate trainers during their stay in the University for delivery of modules, examination time, conducting training and for any other related purpose on payment basis as per University rules from time to time.
- c. TMU shall be responsible for doing and performing all acts, roles, responsibilities and obligations whether administrative, supervisory otherwise, which is required to do under normal circumstances for such courses conducted by them.



- d. TMU will pay the charges for course development and training fee as mentioned in **Annexure II**. These charges would be payable on actual recovery basis from the students enrolled in this course.

5. REPRESENTATION AND WARRANTIES PROVIDED BY SAFEDUCATE

- a. Has necessary and sufficient trainer/s to provide the training under this Agreement.
- b. Will share the performance of each student who is enrolled under this course with TMU on their regular assessment.
- c. Is capable and permitted under the existing laws, rules and regulations as applicable and have authority to enter into such arrangement and is not barred under any law and under any contractual relationship with anyone;
- d. Shall abide and comply with all the applicable laws and any amendments thereto;
- e. Shall promptly assist TMU in resolving all queries, complaints and claims made by its students, regulators or any other person in regard to and/or in respect of and/or arising out of the modules provided herein by Safeducate;
- f. Shall provide teaching calendar with the names & profile of trainers well in advance & will seek approval in advance.
- g. Has not provided any false information.

6. REPRESENTATION AND WARRANTIES PROVIDED BY TMU

- a. TMU will award degrees as notified by University Grant Commission (UGC) from time to time.
- b. TMU has adequate resources, system, and infrastructure requirement in place, faculty member and staff for the purpose of this Agreement and ensure that work will not be affected in any manner. TMU will provide boarding and lodging facilities to the Trainers and cost of food will be borne by Safeducate.
- c. TMU has authority and permission to conduct such educational course and collect fees and is not barred under any law, rules and regulation applicable to them.
- d. TMU has permission, approval to conduct the examination and to do assessment.
- e. TMU has necessary registration, permission, authority, government approval to run and issue valid and recognized degrees and certificates to the students.
- f. Shall abide and comply with all the applicable laws, government orders, bye laws, rules and regulation, etc. and any amendments thereto.



- g. Is capable and permitted under the existing laws, rules, regulation, government orders as applicable and have authority to enter into such arrangement and is not barred under any contractual relationship with anyone.
- h. Has not provided any false information or suppressed any material information.
- i. All rules and regulations at TMU will be applicable to students enrolled under this program.

7. Payment and Consideration

- a. TMU agrees to pay to Safeducate for this arrangement as per the **Annexure II** annexed with this Agreement in the manner provided in the said Annexure.

8. Term and Termination

- a. The term of this Agreement has commenced on 19th June, 2017 (hereinafter referred to as "Commencement Date") and shall be valid for 3 (Three) Batches from the date of Commencement Date (hereinafter referred to as the "Term") unless otherwise terminated in accordance with the provisions contained herein. This Agreement may be renewed with the mutual consent of the parties and reduced in writing signed by or behalf of the parties.
- b. Either Party may terminate this Agreement without assigning a reason prior to the commencement of new session (Admissions of new students in new academic year).
- c. In the event either party has committed a breach of any of the covenants, representations, warranties or other terms and conditions of this Agreement or has defaulted in the performance of any of its obligation under this Agreement (provided that the non-breaching/non-defaulting party has first given the other party written notice of the grounds supporting the breach or default and the breaching/defaulting party has not cured or has not commenced to cure in a reasonable manner and with all due speed, the breach of default within one (1) week of receipt of such notice) the breaching/defaulting party shall be held in default and the non-breaching party shall be entitled to terminate this Agreement and shall have all the remedies as specified in this Agreement and applicable laws.
- d. In the event of termination or expiration of this Agreement for whatsoever reason, both parties shall immediately cease to have rights (if any) to use any of the logo, trade name in connection of the arrangement or any other rights granted under this Agreement, shall immediately return all course content, training material, reports, information, data, marketing, promotional and advertising material and any other material, information and belongings of the other party. However both parties will ensure that students enrolled shall continue to study and complete the program as per agreed procedure and both parties will fulfill their obligations.



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- e. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect coming into force or the continuance in force of any provisions hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. Dispute Resolution

This Agreement shall be governed by and constructed in accordance with the laws of India

The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event.

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 Safeducate (Committee members from Safeducate will be as

1. Vertical Head,
2. Course coordinator,
3. Trainer)

&

Two members (2) from TMU (Committee members from TMU will be as

1. Principal – TMIMT
2. Course Coordinator 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.

10. Waiver

No waiver by any one party of the other party's obligation under this Agreement shall be deemed effective unless made by the party in writing. Nor shall any waiver by any one party in respect of any breach be deemed to constitute a waiver of or consent to any other or subsequent breach by the other party of its obligation.

11. Amendments

No addition, modification or amendment to any of the provisions of this Agreement shall be valid and binding unless made by a written instruments signed by a duly authorized representative of each of the parties.

12. Force Majeure



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Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that Party including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, fire, explosion, flood, adverse weather, epidemic or other natural physical disaster, strike, lock-out or other form of industrial action or any form or governmental or supernatural authority, intervention. Provided, however, that the party so affected informs the other party in writing as soon as possible, detailing the circumstances under which it is unable to fulfill its obligations under this Agreement and also stating as to when it would be able to recommence its performance under this Agreement.

13. Notice

All notice required to be given by the parties under this Agreement, will be given in writing and be sufficiently served, if delivered personally, or by courier or by registered post or by e-mail, to the address mentioned herein below or such other address as party may intimate in writing from time to time.

Notice to Safeduate Learning Pvt. Ltd: Head (Institutional Vertical)

NH-8, Mahipalpur, New Delhi - 110037

Email: surjeet.kainth@safeduate.com

Notice to University: TMU, Delhi Road, Moradabad-(U.P.)

09917200216

05912487444

Email: principal.management@tmu.ac.in

14. Variations

The parties agree that this Agreement may be amended from time to time by a written instrument duly signed by the parties to this Agreement.


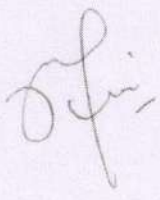

15. Severability

If one or more of the provision contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

16. Assignment

This Agreement or any rights assigned to each party under this Agreement shall not be assigned or transferred to others without prior written consent of other party and any attempt to so assign or transfer this Agreement without such consent shall be null and void and constitute a material default hereunder.

17. Execution of this Agreement

This Agreement may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original and which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the hands of the duly authorized representatives of the parties are set the day and year first herein above written

<p>Signed, sealed and delivered by and on behalf of Safeducate by the hands of its authorized signatory</p>  <p>Name: Mr. Surjeet Singh Kaithi Designation: Head – Institutional alliance</p>	<p>Signed, sealed and delivered by and on behalf of TMU by the hands of its authorized signatory</p>  <p>Name: Professor Vipin Jain Designation: Principal TMIMT, TMU</p>
<p>Witness:</p>  <p>Name: Mr. Prateek Kumar Designation: Assistant Manager</p>	<p>Witness:</p>  <p>Name: Dr. Chanchal Chawla Designation: HOD Collaborative Courses, TMIMT, TMU</p>

Annexure I

TMU will teach Semester-1 and Semester-2, Safeducate will teach and Evaluate Semester-3 and Semester-4

Study & Evaluation Scheme

Program: MBA

Semester I

S.N	Course Code	Subject	TMU/ SAFEDUCATE	Periods			Credit	Evaluation Scheme		
				L	T	P		Internal	External	Total
1	MBA101	Principles of Management	TMU	4	0	0	4	40	60	100
2	MBA131	Computer Fundamentals, Internet, & MS-Office	TMU	3	2	0	4	40	60	100
3	MBA103	Managerial Economics	TMU	4	0	0	4	40	60	100
4	MBA199	English Communication & Soft Skill-I	TMU	3	0	2	4	50	50	100
5	MBA106	Financial Accounting	TMU	3	2	0	4	40	60	100
6	MBA116/ MBA205	Human Resource Management	TMU	4	0	0	4	40	60	100
7	MBA151	Computer Fundamental (Practical)	TMU	0	0	4	2	50	50	100
Total				21	4	6	26	300	400	700

Semester II

S.N	Course Code	Subject	TMU/ SAFEDUCATE	Periods			Credit	Evaluation Scheme		
				L	T	P		Internal	External	Total
1	MBA201	Marketing Management	TMU	4	0	0	4	40	60	100
2	MBA202	Business Research	TMU	4	0	0	4	40	60	100
3	MBA203	Production and Operations Management	TMU	4	0	0	4	40	60	100
4	MBA206	Cost and Management Accounting	TMU	4	0	0	4	40	60	100
5	MBA216/ MBA104	Business Statistics	TMU	4	0	0	4	40	60	100
6	MBA217/ MBA107	Business Environment	TMU	4	0	0	4	40	60	100
7	MBA218/ MBA108	Organizational Behaviour	TMU	4	0	0	4	40	60	100
8	MBA251	Comprehensive Viva-Voce	TMU	0	0	0	4	50	50	100
9	MBA299	English Communication & Soft Skill-II	TMU	3	0	2	4	50	50	100
Total				31	0	2	36	380	520	900



Semester III

S. N	Course Code	Subject	TMU/ SAFEDUCATE	Periods			Credit	Evaluation Scheme		
				L	T	P		Internal	External	Total
1	MBA32 1	Strategic Supply Chain Management	SAFEDUCATE	4	2	0	5	40	60	100
2	MBA32 2	Logistics Management & information system	SAFEDUCATE	5	0	0	5	40	60	100
3	MBA32 3	Warehouse Management	SAFEDUCATE	5	0	0	5	40	60	100
4	MBA32 4	Documentation and Indirect Taxation	SAFEDUCATE	3	0	0	3	40	60	100
5	MBA32 5	Global Trade Operation & Forwarding	SAFEDUCATE	4	2	0	5	40	60	100
6	MBA32 6	Commercial Geography	SAFEDUCATE	4	2	0	5	40	60	100
7	MBA32 7	Recent trends in SCM	SAFEDUCATE	4	0	0	4	40	60	100
8	MBA35 2	On the Job Training -I	SAFEDUCATE	0	0	0	4	20	80	100
Total				29	6	0	36	300	500	800

Semester IV

S.N	Course Code	Subject	TMU/ SAFEDUCATE	Periods			Credit	Evaluation Scheme		
				L	T	P		Internal	External	Total
1	MBA4 21	On the Job Training-II	SAFEDUCATE	0	0	0	32	20	80	100
Total				0	0	0	32	20	80	100

Note:-

L - Lecture
1L=1 Hour

T- Tutorial
1T= 1 Hour

P- Practical
1P= 1 Hour

C-Credits

1C = 1 Hour of Theory Paper

1C = 2 Hour of Practical / Tutorial

Annexure II

Sr. No.	Details of Fee	SAFEDUCATE
1	Tuition Fee	Rs.65000/- including of all taxes

Fee installment will be paid to Safeducate as per following table:-

1 st Installment	End of 2 nd Semester and starting of Summer training	1 st June of the year	Rs.21600/-
2 nd Installment	End of 3 rd Semester	30 th November	Rs.21600/-
3 rd & final Installment	End of 4 th Semester	30 th April	Rs.21800/-

