



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 096680

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") made and executed on 10.05.2023 at Kolkata, India and is intended to confirm the understandings reached

BETWEEN

EduDelphi Education Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No.

U74999WB2017PTC223545, having its registered office at % S.S. Shroff, 339 Canal Street, 6th Floor, Kolkata, West Bengal, India, 700018, and having PAN AAECE8524C and GSTIN 19AAECE8524C1ZQ (hereinafter referred to as the "EduDelphi") of the **FIRST PART**

AND

Bangabashi MorningCollege located at 13, Surya Sen Street, Kolkata - 700 012, INDIA (hereinafter referred to as "Institutional Partner")

of the **SECOND PART**.

For the purposes of this Agreement, "EduDelphi" and "Institutional Partner" have been individually referred to as a "Party" and collectively as "Parties".

WHEREAS:

- A. EduDelphi up-skills students and professionals across the world to help them be future-ready and enable their career progression. EduDelphi offers globally recognized certifications in Finance and Accounting, Digital marketing, Auditing and Cyber Security. Furthermore:
- B. The Parties share the common interest of providing holistic learning and education opportunities for students to learn relevant skills and engage in project-based learning to enhance their future career prospects.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this MOU and other good and valuable consideration (the receipt and adequacy of which are hereby actually acknowledged), the Parties hereby have entered into this present Agreement.

1. **The scope of the agreement:** Both Parties are desirous of entering into a strategic association to offer a superior program for the students and offer high quality teaching and content through best faculties. Both parties have plans to grow and would explore opportunities in future for synergistic growth.
2. **Duration and renewal terms of the agreement:** 3 (Three) year agreement, except as may be provided for in the Definitive Agreement(s), from the date of execution with a clause providing for annual performance review based which the agreement terms will be revisited. The contract will be renewed through mutual agreement of the Parties at the end of third year.
3. **Termination rights:** The Definitive Agreements shall provide for certain situations under which the Definitive Agreements may be terminated by the Parties.
4. **Intellectual Property rights:** Any intellectual property rights ("IPR") owned by a Party prior to execution of this MOU will vest with such Party. It is clarified that IPR of the content and study material, already developed or in progress of development by EduDelphi shall be with EduDelphi.
5. **Confidentiality.** Confidential Information means all information, know-how and data of a confidential nature which a Party has obtained under, or under the performing of this MOU. Each Party will use reasonable efforts to prevent the disclosure of the other Party's Confidential Information to thirds parties, provided that the recipient Party's obligation shall not apply to information that is already in the recipients Party's possession at the time of disclosure or is required by and law or regulation to be disclosed.
6. **Costs.** EduDelphi will be responsible to bear the legal expenses in regards to the agreement / Memorandum of Understanding. The college will be responsible in providing physical infrastructure like space, sound system, LCD projector etc for conducting these programs.

7. **Term/ Termination and Amendment.** The term of this MOU shall begin on the date on which this MOU is signed by both Parties as mentioned above and shall continue in effect through the execution of a Definitive Agreement. No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory

8. **Delivery.** The delivery, duration, methodology, pedagogy, assessment, certification, etc., for the Training Course, shall be as per norms determined by the EduDelphi.

9. **Infrastructure and Resources:** The EduDelphi will be responsible to provide infrastructure to conduct the classes on interactive 'Online' formats, and the Institutional Partner will be responsible for arrangements of "Face to Face" classes. Further, the EduDelphi will be solely responsible to arrange Trainers by leveraging on existing/ new tie up. The EduDelphi commits to impart quality trainings with faculty for the same being arranged from prominent Multi National organizations.

10. **Faculty/ Trainers:** Hiring of faculty for the courses shall be the sole responsibility of the EduDelphi. The EduDelphi shall be responsible for the conduct of classes, monitoring of content delivered by faculty and the cost of engaging the faculty for delivery of course content.

11. **Training Fees:** The coaching fee charged to the student shall be shared between the parties from time to time and shall not be changed unilaterally without prior discussion with the Institutional Partner. Furthermore, the detailed Fees charged is provided in Annexure A for all the courses. (In this scenario, we shall provide after the choice of Course).

12. **Promotional Activities:** The Institutional Partner shall also provide access to the EduDelphi to promote its educational activities relating to Global certification at various training events / conferences / webinars & Seminars to be organised on a timely manner. The college shall update EduDelphi Education as the "Skill Development Partner" on their website, and other collaterals as feasible. The college shall also update the Course offerings on their portal and shall update the details periodically.

Furthermore, EduDelphi education will be given opportunity to conduct physical sessions, once every quarter.

13. **Fees Collection & Remittance:** EduDelphi will collect fee from the students and update the Institutional Partner via monthly MiS. The commercial settlement will be done in the following month after the verification of the MiS report. The college can also collect the fee from the students on behalf of EduDelphi, subject to the monthly MiS report, or as agreed on a batch to batch basis.

14. **Jurisdiction:** This MOU shall be governed in accordance with the laws of India. Any disputes, actions, claims or causes of action arising out of or in connection with this MOU shall be subject to the jurisdiction of the courts in Kolkata.

15. All Notice/s to be given under this Agreement shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

EduDelphi:

Name: **EduDelphi Education Private Limited**

Attention: **Mr. Avijit Goswami**

Designation: **Co Founder& Director**

Address: **Aurora Waterfront, Unit no 18, 7th Floor, GN Block, Sector-5, Salt Lake
Kolkata, West Bengal, India- 700091**

Email: **pankaj@edudelphi.in**



Institutional Partner :

Name: **Bangabashi Morning College**

Attention: **Dr.Amitava Dutta**

Designation: **Principal**

Address: **19, Rajkumar Chakraborty Sarani. Kolkata - 700009**

Email: **bangabasimorning@gmail.com**

Mob No: **9051150146**

Amitava Dutta
Principal
Bangabashi Morning College
Kolkata - 700 009



IN WITNESS WHEREOF, the Parties to this Agreement have hereunto subscribed their respective hands by its authorized signatories on the date first above mentioned, in presence of the Witnesses.

Witness 1:

For EduDelphi Education Private Limited



Name: **Mr. Prasenjit Sharma**

Designation: **GM Sales & Operation**

Witness 2:

For Bangabashi Morning College

Mustak Ahmed

Name: **Sk. Mustak Ahmed**

Designation: **HoD, Associate Professor**





(033) 2350-9210, 2360-7586, 6501-6584

BANGABASI MORNING COLLEGE

19, RAJKUMAR CHAKRABORTY SARANI
KOLKATA- 700 009

RE - ACCREDITED WITH GRADE 'A' BY NAAC

website: <http://www.bangabasimorning.edu.in>, Email ID: bangabasimorning@gmail.com

A Guidance Programme on Skill Leading to Employment and Earnings

A Guidance Programme on Skill Leading to Employment and Earnings was organized by Edudelphi Education on 10/04/2023 in the Smart Classroom of the college premise. Around 50 students from our institution attended the seminar. Our aim was to develop employment skill among the students.

Bangabasi Morning College
in Association with
Edudelphi Education
Presents Seminar on

**SKILL LEADING TO EMPLOYMENT
AND EARNINGS**

10th April 10:00 AM Onwards...

+91 8069 341460 info@edudelphi.org www.edudelphi.in



Amitara Dutta
Principal
Bangabasi Morning College
Kolkata - 700 009