



महाराष्ट्र MAHARASHTRA

2018

UE 368897

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क्र. ८००००२०
- 7 DEC 2018
सक्षम अधिकारी

श्री. सी. टी. आंबेकर

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made at Mumbai on this 17th December 2018.

Between:

Manjara charitable trust's Rajiv Gandhi Institute of Technology, Mumbai (RGIT) and Professional Foreign Language Centre having its registered office at Goyal Trade Centre, 46 Shantivan, Borivali (East), Mumbai -400 066 and hereinafter called the "PFLC" (which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the other part.



WHEREAS:-

- a) RGIT desires to add further educational courses and activities for the students.
- b) The Professional Foreign Language Centre is well versed in the field of Foreign Languages.
- c) The RGIT is desirous of conducting Foreign Language courses jointly with the Professional Foreign Language Centre
- d) Negotiations and discussion accordingly took place by and between the parties hereto and, as a result of the said negotiations and discussion, RGIT has agreed to associate with Professional Foreign Language Centre whereby Professional Foreign Language Centre will be assisting RGIT in jointly conducting the agreed program. i.e. Foreign Language Courses.
- e) The parties hereto have accordingly agreed to execute this Memorandum of Understanding recording the mutually agreed terms and conditions in the manner hereinafter appearing.

NOW THIS MOU WITNESSED AND HEREBY AGREED BETWEEN THE PARTIES HERETO AS UNDER:

The role of each party, activities, responsibility and financial aspects are given below:

1. The activities and progress of the work will be reviewed periodically, on a monthly basis and as and when required by the Directors of Professional Foreign Language Centre and RGIT for suitable actions.

PROGRAMS TO BE OFFERED AND EXECUTION OF SAME:

The Professional Foreign Language Centre and RGIT shall conduct educational courses in the trust premises.

Responsibility of RGIT at their own costs:-

- i. The RGIT shall make coordinated efforts to make the courses to be conducted by the Professional Foreign Language Centre self-sustainable.
- ii. Professional Foreign Language Centre will be allowed to put their program flyers on the notice board as well as posters.
- iii. After the tenure of this MOU, both the parties will have the right to review the association and, if agreed, the same can be renewed on mutually agreed terms.

Responsibility of Professional Foreign Language Centre at their own costs:-

- i. Delivery of Program of Foreign Languages.
- ii. Providing study material on line or off line
- iii. Textbooks with exam oriented material for Foreign Language Courses
- iv. Sufficient Training to counselors for converting enquiries to enrollments
- v. Coordination between Institute, students & Professional Foreign Language Centre for registration.

DURATION AND FINANCIAL AND OTHER TERMS:-

1. This Memorandum of Understanding will be valid for a period of 3 years from the date of commencement of the first batch.
2. The accounts departments of both the parties will maintain their respective books of account.

"Fees shall be collected by RGIT. Fees collected will be paid to Professional Foreign Language Centre 50% in advance, remaining 50% after completion of course"

3. Both the parties shall have the right to terminate this agreement by giving 2 months prior written notice to the other party. After receipt of or giving such notice of termination, RGIT shall stop enrolling new students. However, Professional Foreign Language Centre shall be allowed to and will be responsible to complete the courses which are going on during that period and the Professional Foreign Language Centre shall provide all cooperation and support to the RGIT in doing so.
4. The RGIT shall not use or claim any right on the curriculum used for the courses, its copyrights, other registered trademarks and intellectual property rights of Professional Foreign Language Centre.



5. The RGIT shall not sign up or work with any other Educational institute or any third party for a similar identical programme with that of the Professional Foreign Language Centre during the contract period and also on completion or termination of the contract for a minimum period of 3 years.
6. On termination of this agreement, both the parties will stop scheduling any further programs at the campus of the RGIT and no students will be enrolled from that day for such programs/courses. However, it will be the joint responsibility of the RGIT and Professional Foreign Language Centre to ensure that the students enrolled by both parties prior to that date will receive the complete training program for which they are already enrolled. If any claims by students, vendors or any other party arise thereafter due to this project the same will be handled and settled by RGIT and Professional Foreign Language Centre jointly.
7. RGIT & PFLC will start batches of Foreign Languages courses if sufficient number of students enrolled. Batch size will be decided mutually.

ARBITRATION

The parties hereto have agreed that in the event of there being any disputes and/or disagreements by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any manner touching and/or arising out of these presents, the same shall be referred for arbitration as per the provisions of Arbitration and Conciliation Act, 1996 to a sole Arbitrator and the rules framed there under from time to time and the decision of the Arbitrator shall be final and binding upon the parties hereto.

JURISDICTION

The parties hereto agree that the competent courts in Mumbai only, shall alone have the jurisdiction to entertain and try any dispute or difference arising by and between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal the day and year first hereinabove written.


SIGNED, SEALED AND DELIVERED

By the within named Principal,

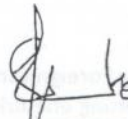
Dr. Sanjay Bokade

The "PARTY OF THE FIRST PART"

In presence of

1. 

2. 


DR. SANJAY U. BOKADE
PRINCIPAL (I/C)
 Rajiv Gandhi Institute of Technology
 Versova, Andheri (W), Mumbai-53.

SIGNED, SEALED AND DELIVERED


By the within named

Professional Foreign Language Centre

By the hand of its Authorised Signatory For Professional Foreign Language Centre

_____ The "PARTY OF THE SECOND PART"

In the presence of

1. 

2. 


 Proprietor