

കേരളം KERALA

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Memorandum of Understanding Between

**Sacred Heart College
Thevara, Kochi**

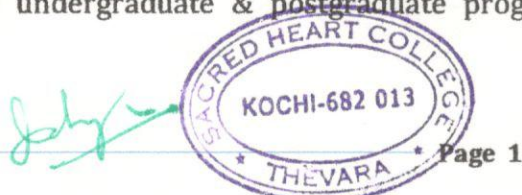
And

**iNurture Education Solutions Pvt. Ltd.,
NITON Compound, No.17/4-Block B1, Palace Road,
Bangalore 560 052**

This Memorandum of Understanding is made on this day 04th Day of February in the year 2016 between **SACRED HEART COLLEGE**, Thevara, Kochi, Kerala, represented by its **Principal Rev. Fr. Dr. J Prasant** as the First Party (hereinafter referred to as "Sacred Heart College" or the "First Party") and **iNURTURE EDUCATION SOLUTIONS PVT. LTD.**, having its registered office at Niton Compound, No. 11/4- Block B-1, Palace Road, Bangalore, 560052, Karnataka represented by its Managing Director, **Shri. Ashwin Ajila** (hereinafter referred to as iNurture Education Solutions Pvt. Ltd or the "Second Party").

WHEREAS Sacred Heart College conducts graduate and post graduate programs in various disciplines. The College possesses a fully equipped campus with sufficient classrooms, facilities and infrastructure to handle the additional responsibilities required under this agreement.

WHEREAS iNurture 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 franchisee institutes and



colleges in the fields of Animation, Information Technology, Mobile Applications, Strategic Branding and Creative Management & Financial Services which are being successfully conducted in various Universities across India since 2005.

iNurture has the expertise, curriculum, course material and study material and is in a position to support Sacred Heart College for setting up the education programme within latter's campus. Sacred Heart College has represented to iNurture that it intends to provide suitable and sufficient class rooms and infrastructure to impart the education programme developed and designed by iNurture and approved by the Boards of Studies concerned and Academic Council of Sacred Heart College, and the University, to prospective students.

1. ACADEMIC DELIVERY

Academic delivery of the following programs:

1. BCA IT Mobile Applications and Cloud Technology
2. BBA Integrated Marketing and New Media

Both parties hereby have agreed to associate together and offer programmes mutually agreed upon by them, in Sacred Heart College campus at Kochi, Kerala and the parties have agreed on the following terms for cooperation.

THE FOLLOWING OUTLINES THE RESPONSIBILITIES OF BOTH THE PARTIES

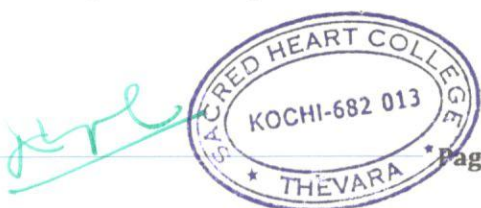
2. Responsibilities of FIRST PARTY (SACRED HEART COLLEGE)

- 2.1 First Party shall provide all hard Infrastructures, such as dedicated and required number of class rooms for running the above programs. 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 college campus for the delivery of the chosen programmes from among the above listed programs as per software requirements specified in annexure 2
- 2.3 Shall accept admission of enrolled students, 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 an appropriate share from the tuition fees received from the enrolled students with Second Party as decided in due course of time as compensation for courseware and facilitation in obtaining human resource for conducting the course.

- 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 and any tax liabilities etc.
- 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 Head of the Department/Coordinator (as the case may be) 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 first party or its staff shall not alter the course materials either by way of modification, servicing or otherwise manipulating the mechanism in any way or for any reason whatsoever, without the consent of the second party.
- 2.12. This agreement does not entitle First Party, to any right or interest over the intellectual property of Second Party.
- 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 This first party has all the rights to get all the course/study materials or Course wares and other related materials in hard and soft form from Second Party in advance of starting the programs.
- 2.15 First party should not use the materials (intellectual property of Second Party i.e Course wares and Other Study materials) for other purposes or running the programs by their own without the written consent of the Second Party.

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, subject to the approval of duly constituted academic bodies – viz., BoS concerned and Academic Council of the first Party, and the affiliating University.

- 3.3 Second Party will be responsible for faculty recruitment and course delivery by trained faculty. Such faculty will be the employees of Second Party on its payroll and their salary and other emoluments and all other liability shall be borne by Second Party. However, their presence and functioning on the campus of the first party shall depend on the basis of approval by the first Party in each case, and they shall be subject to the rules & regulations of conduct and functioning applicable to the faculty members of the First 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.
- 3.6 Shall be responsible for providing appropriate learning materials to students through iNurture's the Learning Management System
- 3.7 Shall follow the course curriculum approved by the (BOS) Board of Studies and make changes as directed by the BoS and other academic bodies.
- 3.8 Shall be responsible for organizing of study lectures for theory and practical classes and payment to those lectures.
- 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, to the latter's satisfaction.
- 3.10 Shall provide all necessary assistance for the conduct of assessment and examination as per the exam regulations.
- 3.11 Shall carry out internal assessment of students, evaluate assignments, project submissions, and assess students through the faculty and maintain appropriate record of the same.
- 3.12 Shall be responsible for providing active internships and placement assistance and guidance to the students.
- 3.13 Shall organize industry campus interaction, study visits, talk by industry professionals etc.
- 3.14 The prospectus 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 shared among both parties based on understanding regarding the same.



- 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, and ensuring it is not against the provisions of the university.
- 3.16 Admission notification and advertisement shall also be prepared and published from time to time, after ensuring that they are in conformity with the course. The cost of such Advertisement will be shared among both the parties based on understanding reached on the same.
- 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 at Sacred Heart College.
- 3.19 Shall keep all the course/ study materials and a set of course ware at the custody of First Party in advance of starting the programs at the campus of First Party.

4 Joint Responsibilities:

MARKETING RESPONSIBILITIES AND EXPENDITURE:

- a. All marketing activities and marketing expenses shall be borne by the Second Party for an initial period of three years.
- b. Second Party shall formulate and carry out local advertisement and publicity campaigns for marketing the courses. The cost of this publicity campaign and marketing shall be shared by both parties on a mutually agreed upon basis. The marketing activities and the cost of the marketing activities shall be approved, in writing, by both parties prior to commencement of such activities Second Party shall, at the request of First Party supply copies of all publicity materials and programs to First Party subject to the right of Second Party as to the ownership and copyrights in respect thereof.
- c. iNurture shall on specific request made by Sacred Heart College prepare specific publicity and advertisement materials to be released in such territory at a cost to be mutually agreed upon.

5 ELIGIBILITY FOR ADMISSION:

Eligibility for Admission:



BCA Mobile Applications and Cloud Technology

*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 60% marks).

*The student should have the fundamental knowledge in computers and programming

BBA Integrated Marketing and New Media

10 +2 in any stream or equivalent or Govt. approved three year diploma

6. FEE STRUCTURE:

The tuition fee, lab fee, registration fee and the examination fee per student per year / semester will be prescribed jointly by First Party and Second Party.

7. REVENUE SHARE: Revenue will be shared in the ratio of **60:40 from the fees (60% iNurture & 40% College).**

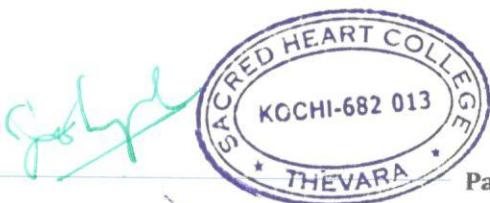
8. ADMISSION C Y C L E

Admission cycle will be as per the College's norms.

9. Annexure No -1 and 2 (on fee structure and infrastructure requirement), as appended to this document will be considered as part of the MOU.

10.DURATION OF THE AGREEMENT:

- a) This Agreement shall remain valid and binding upon both the parties for a period of **5 years**, effective from the date on which it is signed, It may however be renewed if both parties are agreeable to the same. In the event of renewal, apart from signing of a fresh agreement fresh financial term shall be agreed to by mutual consent.
- b) If in any case, if either Party decide against further renewal of this agreement, after expiry of this agreement it shall be the responsible of both First Party and Second Party to see that the students already studying (at the time of expiry of the agreement) shall continue and complete the course as per provisions of this agreement and for this the agreement and for this purposes, the agreement shall be operative.
- c) However, in case of unilateral withdrawal of the second party, the first party will retain the right to deliver the existing syllabi or make necessary alterations to it.



11.EVALUATION:

Examinations shall be of semester exams. All the final exams shall be of credit based. The examination fee will be fixed by the Registrar /controller of examination in consultation with Second Party from time to time through the University notification.

3. FORCE MAJEURE

- 3.1 Notwithstanding herein before mentioned, this Agreement shall be deemed to have been suspended for the period during which and to the extent to which either Party hereto is prevented, hindered or delayed from performing any part of this contract by reason and any cause or circumstances of Force Majeure and which cannot be overcome by diligence and such affected party shall be excused from such performance to the extent that it was necessarily of events, such a happening or event shall include, but not be limited to Acts of God, any restriction, regulation, order, acts of omission or operation by any central. State, Local, Municipal or any other authority concerned, wars, fire, explosion etc. The Parties hereto recognize that the policy in relation to prohibition of any Central, State, Local, Municipal or any other authority concerned has a vital bearing on the ability of either of the Parties hereto in fulfillment of its obligations mentioned in the Agreement.
- 3.2 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.

4. 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. The Second Party to hand over all the course/study materials and course wares of all the subjects of the programs at the custody of the First Party at their campus in advance of starting the programs. First party should not use this Course wares and other study materials for any uses without the written consent of the Second Party.

5. 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 Kochi, Kerala.



6. 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 Kochi, Kerala

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.

12. 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.

13. 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.

Having gone through each and every condition of this MOU and having understood it clearly both parties affix their signatures below as attesting to this deed on

For Sacred Heart College

.....
Name: - Rev. Fr. Dr. Prasant CMI

Designation: - The Principal

Dr. Johnson X Palackappillil
Principal
Seal
Sacred Heart College, Thevara
Cochin - 682 013

Place: -



For iNurture Education Solutions Pvt. Ltd.

.....
Name: - Shri. Ashwin Ajila

Designation: - Managing Director

Seal

Place: -



Witness 1:-

Signature: -



Name: - FR. DR. JOSE JOHN

Address: - Dept. of BOTANY
S. H. College, Thevara

Witness 2:-

Signature:-

Name:-

Address


ANNEXURE 1

Fee Structure

Proposed Fee Structure:

Sl. No.	Course	Tuition Fee Per Year
1.	BCA Mobile Applications and Cloud Technology	90,000 per year
2.	BBA Integrated Marketing and new Media	90,000 per year

The above fee does not included registration fee, examination fee and any other prescribed by University.


Dr. Johnson X Palackappillil
Principal
Sacred Heart College, Thevara
Cochin - 682 013

