

MEMORANDUM OF UNDERSTANDING

Between

LAKIREDDY BALIREDDY COLLEGE OF ENGINEERING

(AUTONOMOUS)

MYLAVARAM-521230, KRISHNA-DIST, ANDHRA PRADESH



and

M/s ARK INFOSOLUTIONS P LIMITED



OCTOBER 2017

MASTER EDUCATION SERVICE AGREEMENT

This Agreement is executed at New Delhi on 16th October, 2017

BETWEEN

Lakireddy Bali Reddy College of Engineering (Autonomous), having its head office and the institute at L B Reddy Nagar, Mylavaram, Krishna District, Andhra Pradesh 521230 (Hereinafter referred as 'INSTITUTE, which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns)

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at F-28, Okhla Industrial Area, Phase - 1, New Delhi - 110020. ARK Infosolutions Pvt. Ltd. is a leading value added distributor of Technology products and the creative education provider in India. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns) represented herein by Mr. Rishi Khemka, Director.

(INSTITUTE and ARK are collectively referred to as 'Parties' and individually as 'Party')

WHERE AS:-

Institute has requested ARK to deliver skill development courses aimed to develop & improve the Creative & Life Skills of all interested students at the Institute's Premises. The courses are focused on the CAD/CAM/CAE/Electrical/Electronics/Civil area looking at today's scenario where students are growing in a Digital World around them.

NOW, THIS MOU WITNESSETH AS UNDER: -



COVENANTS FOR INSTITUTE

1. INSTITUTE shall provide all the necessary infrastructural amenities & logistics like Computers (as per the required configuration), Electricity, Projector, Lab Space, etc. as

ARK Infosolutions Pvt. Ltd.

Corp Office : 18th floor, Lotus Nilkamal Business Park, New Link Road, Opp. Fun Republic Cinema, Andheri (W), Mumbai-400053

Regd. Office : F-28, Okhla Industrial Area, Phase-1, New Delhi-110 020 (INDIA)

T: +91-22-42018000 | info@arkinfo.co.in | www.arkinfo.in | CIN : U72900DL2012PTC238615

suggested / directed by ARK without alleging or claiming anything from ARK except as set forth in the agreement herein.

2. All the running expenses for imparting the session in any manner whatsoever shall be borne by the INSTITUTE only.
3. INSTITUTE shall support & assist ARK in all manners to run / deliver the sessions / programs effectively & efficiently.
4. INSTITUTE hereby ensures that minimum number of students as specified in the attached COE proposal for the said program courses.
5. INSTITUTE shall provide lodging and boarding for the trainers during duration of the trainings.

COVENANTS FOR ARK

1. ARK will impart the necessary skills/ education development courses to the students of the INSTITUTE as mentioned in the respective purchase orders given by the Institute.
2. ARK shall offer Skill Development Programs up to 1 week duration for the students of Institute on topics related Aerospace/Civil/Mechanical/Electronics/Electrical engineering using Software Tools. The major component of such Skill Development Program will be practical case-studies.
3. Other program offerings for various departments will be designed after discussing with faculty members of respective departments. These offerings may include Expert lectures, Project support etc.
4. ARK will provide the qualified instructor; curriculum as mutually agreed to guide and imparts the respective courses education to the enrolled students.



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5. ARK shall stick to all the Deliverables, Terms and Conditions mentioned in the attached COE proposal in Page No 10.

CONSIDERATION

1. Parties hereby agree that Institute shall collect fees from each Student and shall make the payment to ARK on mutually agreed terms as per the COE proposal on time to time basis as per the respective Courses in the manner which will be mentioned in the separate purchase orders which will be given by the Institute for each trainings with specified terms and conditions.
2. The commercials for each of the program shall depend upon the depth and scope of program coverage and the use of special software tools and equipment during the program as per the COE proposal. In principle, the cost shall be arrived at by considering hours of classroom interaction, quantum of fieldwork, customization of courseware, and size per batch.

MISCELLANEOUS

1. INSTITUTE & ARK hereby agree that ARK will commence the respective sessions at the INSTITUTE's premises only on mutually agreed schedule by delivering sessions. Further, if required any additional sessions will be provided on the terms & conditions as may be mutually agreed by the parties.
2. The Skill Development programs designed by the ARK shall focus on advancements in technology, and skills-in-demand by industry and delivered by the Institute campus. The delivery of programs shall be jointly monitored and assessed by ARK and Institute, culminating in award of certificates to successful participants
3. Parties hereby agree that the effective date of this agreement shall be date on which the agreement is signed and the agreement will be valid till 3 years from date of signing and the same may be renewed for further period on mutual agreed terms.
4. Parties hereby agree that ARK is permitted to display their status of being a service provider at Institute's reception/admission desks, notice boards and other places as agreed by the Institute.



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5. Parties hereby further agree that during the term of this agreement; Institute shall not in any manner whatsoever, make arrangement, associate, appoint the instructors provided by ARK as its regular faculty, consultant etc.
6. Either party may terminate this arrangement by giving a prior 90 days' notice in writing to the other party.
7. Parties hereby agree that all the trainings will be carried out as per terms as mentioned in the Master Service Agreement herein.
8. Each party shall respect the intellectual property rights of the other, and shall not use without their prior written approval.
9. Institute hereby authorizes ARK to use the Institute's logo, name, URL, curriculum pictures etc. on the social networking websites, or to take any measures to promote the educational programm.
10. ARK shall not be held liable to the Institute for any loss, delay or damage occasioned by act of god, or Govt. Policies, fires, floods, explosions, epidemics, strikes, Amendment in Institute schedule, timings etc. which prevents performance of ARK under this MOU and the same shall not restricts the rights of ARK to collect the professional fee from the Institute.
11. Each & Every training order executed between the parties shall be deemed to be part & parcel of this agreement and attached COE proposal and shall be regulated in accordance to the terms as mentioned hereunder.
12. Both parties shall nominate one representative each to act as primary point of contact for smoother coordination on either side.
13. This agreement shall not be amended, assigned or transferred by either party without the written consent of the other party



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14. This agreement shall be governed exclusively by the laws of India jurisdiction shall be vested exclusively in the courts at New Delhi

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For ARK Infosolutions Pvt. Ltd


Authorized Signatory



Name BINISH PARITH

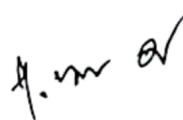
Designation VICE PRESIDENT

Witness:-

Name

Address


For Lakireddy Bali Reddy College of Engineering

Authorized Signatory 

Name DR. K. APPA RAO

Designation PRINCIPAL

PRINCIPAL
Lakireddy Balireddy College of Enng.
MYLAVARAM 521 230.

Witness:- 

Name Dr. P. Lovaraju

Address

Dr. P. Lovaraju
Professor & Head
Department of Aerospace Engineering
Lakireddy Bali Reddy College of Engg.
Mylavaram-521 230, Krishna Dt, A.P.



