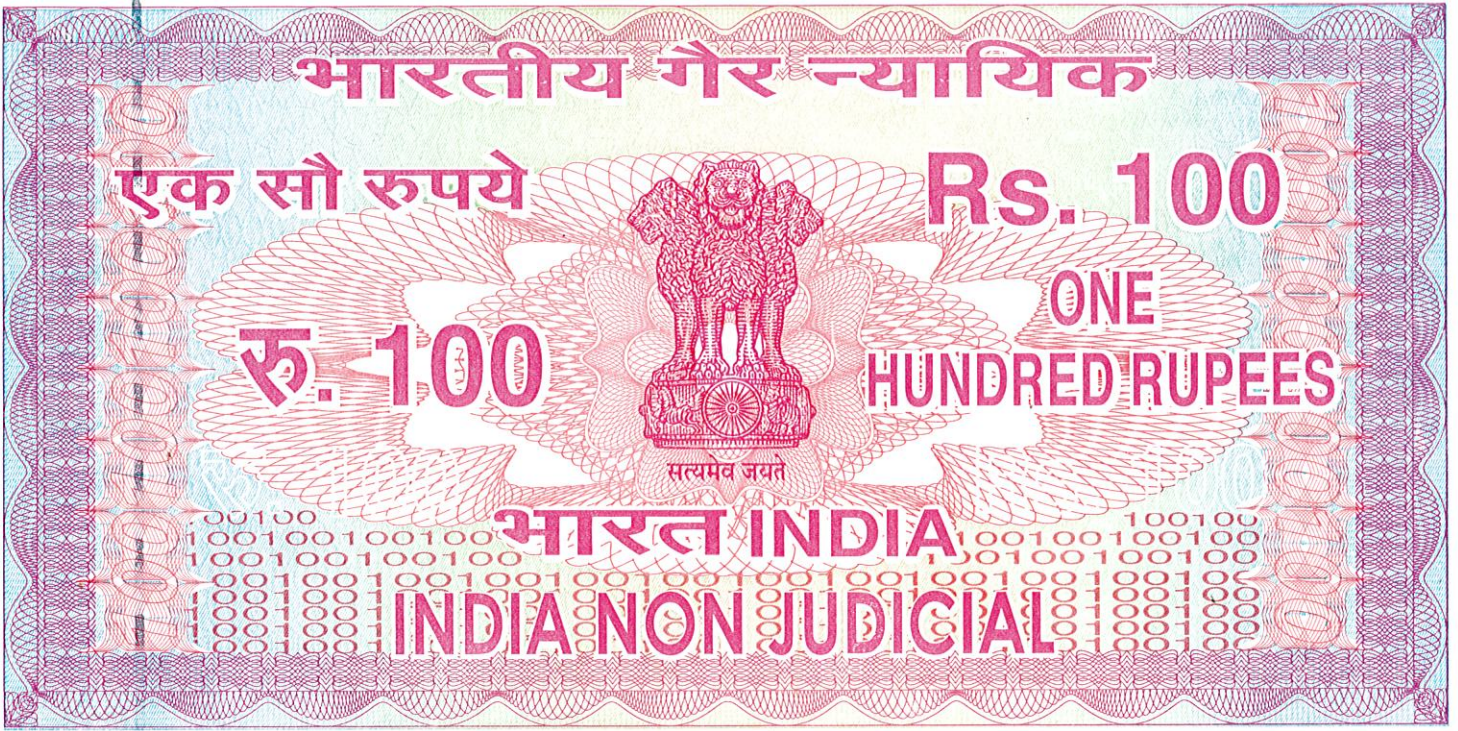


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DC 249295

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EMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

MARY MATHA ARTS AND SCIENCE COLLEGE, MANANTHAVADY

WAYANAD, KERALA

&

DUCTUS ACADEMY

FOR

PROVIDING ASSISTANCE TO STUDENTS IN CIVIL SERVICES

EXAMINATION

SMITHA M.K. Seal

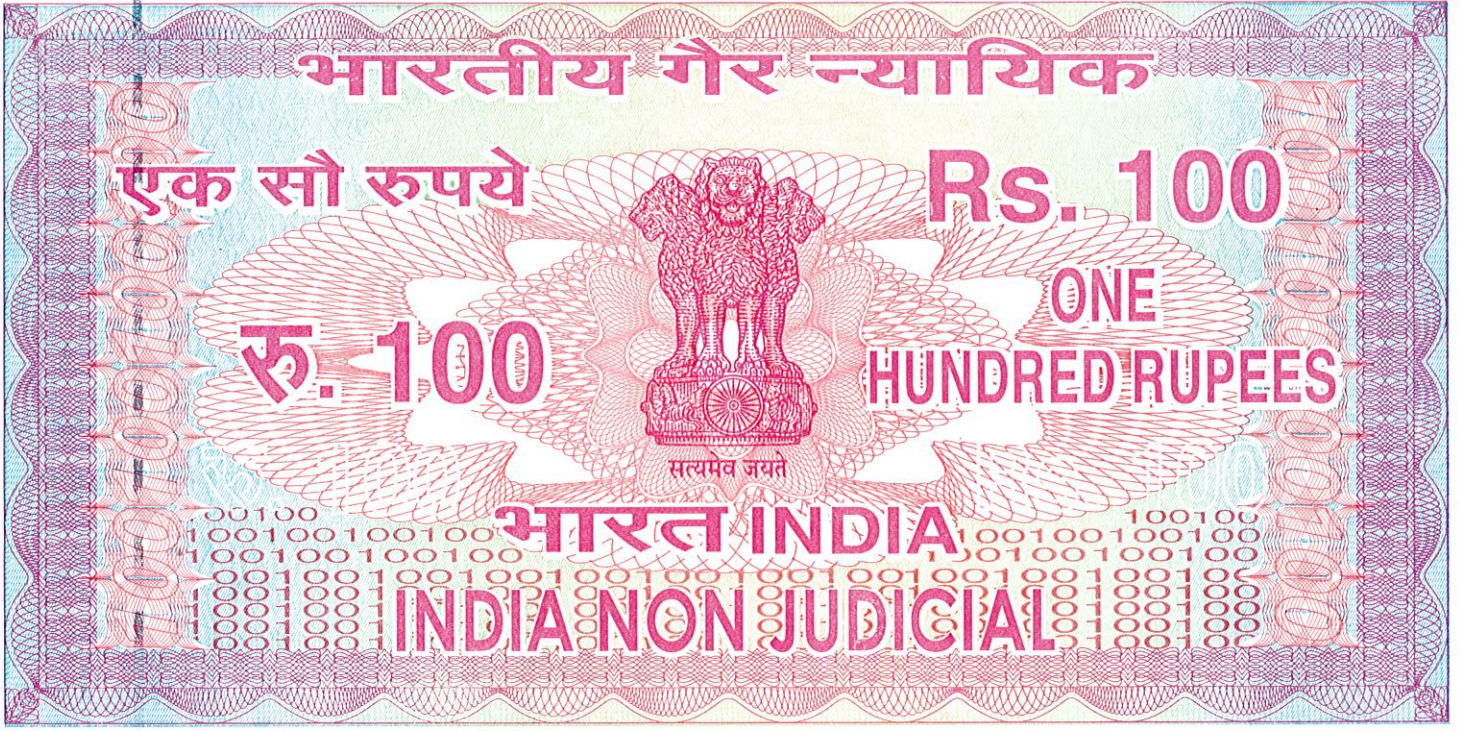
For Ductus Academy



Partner

5246 31/12/22
 Value 100/-
 Paid to Ductus Academy
 Robina P. P. [Signature]
 Young Vendor, Kozhikode

Lalitha [Signature]
 Principal
 Mary Matha Arts & Science College,
 P. O. Vemom, Mananthavady 670644



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DC 249296

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this Thirty first day of 31st January 2022 Two Thousand and Twenty Two (31.01.2022), by and between

Mary Matha Arts and Science College, Mananthavady, Wayanad, Kerala, the First Party represented herein by Mary Matha College, Mananthavady (hereinafter referred as '**First Party**'), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

No. 5247 Date 31/1/2022
Value 100
Sold to... Dadas Academy, Lakkettor.
Rabana P. P. [Signature]
Stamp Vendor, Kozhikode



Ductus Civil Service Academy situated its head office at Kottayam, the **Second Party**, and represented herein by **Ductus Academy**, (hereinafter referred to as “**Second Party**”, company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as ‘Parties’ and individually as ‘Party’) as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Mary Matha Arts and Science College, Mananthavady
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D) **Ductus Academy**, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of education and related fields.
- E) **Ductus Academy**, the Second Party is promoted by **Ductus Academy Group**; building No: 365 A, Valiyaparambil, Lakkattor (PO), Kottayam 686502 and this firm is in the nature of providing coaching for all competitive and qualifying examinations like NET (National Eligibility Test for Lectureship), SET (State Eligibility Test), K- TET (Kerala

Teachers Eligibility Test), all examinations conducted by State Public Service Commissions, Union Public Service Commission, Staff Selection Commission.

G) Ductus Academy is an endeavour to provide proper guidance and quality training to the students who aspire to be in key positions in Indian administrative machinery be it officers or teachers. It ensures the service and assistance of eminent and experienced faculties. The aim of Ductus Academy is to nurture future bureaucrats and teachers and inculcate in them Constitutional Morality and Scientific temper.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

2.1 Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in preparing students for Civil Services Examinations and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

2.4 There is no financial commitment on the part of the **Mary Matha College**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Ductus Academy**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Ductus Academy**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any

way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

SPECIFIC PROVISIONS

PURPOSE OR OBJECTIVES

The purpose/objectives of this Memorandum of Understanding is to regulate the behaviour of Parties that Parties are adhering to the delineated responsibilities while conducting the Civil Service Prelims Cum Mains Foundation course.

COORDINATORS

Both Parties will designate persons who will have responsibility for coordination and implementation of this agreement. It is the responsibility of the coordinators to form a committee which comprises representatives from each Parties which will eventually take decisions on the daily conduct of business.

DURATION

This Memorandum of Understanding shall be in force and effect on the day and date last signed and accepted by the duly authorised representatives of the Parties to the Memorandum of Understanding and shall terminate after the completion of promised classes (240 classes within three years).

AMENDMENT OR CANCELLATION OF THIS MoU

This Memorandum of Understanding can be amended only in writing and subject to mutual consent of both parties

TERMS AND CONDITIONS BETWEEN PARTIES

1. Second Party will provide two hundred and forty online live classes along with test series and mock tests for the Civil Service Prelims Cum Mains Foundation course.
2. Second Party should complete the course within three year, conduct classes in prescribed intervals, provide study materials and conduct test series.
3. Second Party should intimate the attendance of students in each class, marks obtained by each student in the test series and performance assessment to the First Party and also keep the same.
4. Second Party should make the necessary arrangements for conducting an exclusive civil service foundation batch for the First Party if the students strength exceeds 100.
5. If there is no exclusive batch for the first party, the online classes would be open to students of other institutions. But the google classroom and official whatsapp group for the first party remains exclusive.
6. At the end of the course, the Second Party should distribute e- Certificate to all the students who have successfully completed the course.

7. It is the responsibility of the First Party to conduct recruitment of students to the course and ensure sufficient numbers. Admission details such as number of students admitted along with their basic data, fee remittance details and other relevant information should be intimated to the First Party.
8. The Second Party can collect the fee directly from students.
9. The fee of students who joined on a monthly installment basis can be collected by the Second Party at the beginning of each month.
10. Total Course fee would be 6500 including registration fee 500. Monthly installment would be 2000+ 2000+2000 for the first three months.
11. In the event of the Second Party discontinuing the course after payment of full fees, the financial liability for repaying the amount to the students will be on the Second Party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such Party's statutory and regulatory

mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

DISPUTE RESOLUTION

This Memorandum of Understanding shall be governed by the laws of the Union of India and State of Kerala. If there are any differences of opinion arising regarding the interpretation or application of the Memorandum of Understanding shall be firstly resolved amicably or if it is not resolved so then the matter would be resolved by arbitrations between the Party under the Arbitration Act 1996.

FORCE MAJEURE

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other Party be deemed to in default by reason of delay or failure in performance under this Memorandum of Understanding to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of God, acts or regulations of any Governmental authority, war or national emergency, accident, fire, riot, strikes, lockouts, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding at (Place) in the day and year first above written and signed original

Memorandum of Understanding allotted to the Second Party and originally signed photocopy allotted to the First Party.

First Party

Principal

Mary Matha Arts & Science College
* D. Vemom, Mananthavady 670644 *

SMIJESH.M.K *Sph*

Second Party

For Ductus Academy

Partner

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District HeadQuarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kalpetta.

AGREED:

For **MARY MATHA COLLEGE**

ACADEMY

Authorized Signatory

Principal

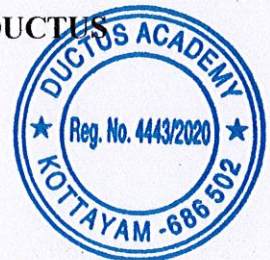
Mary Matha Arts & Science College
D. Q. Vemom, Mananthavady 670644

For

DUCTUS

For Ductus Academy

Partner



SMIJESH.M.K *Sph*

Authorized Signatory

| MARY MATHA COLLEGE | DUCTUS ACADEMY |
|--|---|
| <p>Address:</p> <p>Mary Matha Arts and Science college</p> <p>Vemom PO, Mananthavady</p> <p>Wayanad Kerala, 670645</p> | <p>Address:</p> <p>Building No: 365 A Valiyaparambil</p> <p>Lakkattor (PO), Kottayam 686502</p> |
| <p>Contact Details: 9400381087</p> <p>04935-241087</p> | <p>MOB: 9567184902</p> <p>9400395176</p> |
| <p>E-mails: mmcmntdy@gmail.com</p> | <p>E-mail: ductus@ductusacademy.com</p> |
| <p>Web: www.marymathacollege.ac.in</p> | <p>Web: www.ductusacademy.com</p> |

Witness 1: Dr. Ranga Krishnan M.
 IQAC Co-ordinator
 Mary Matha Arts & Science College
 Mananthavady

Witness 3: Anu Issac
 Ductus Academy
 Kottayam

Witness 2: George Sebastian
 Head Accountant
 Mary Matha Arts & Science
 College, Mananthavady

Witness 4: Midhun Shaji
 Asst Professor
 Mary Matha Arts &
 Science College
 Mananthavady
 12/12