



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

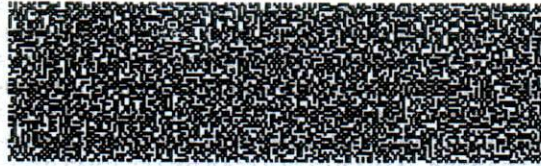
Rs. 100

e-Stamp

Certificate No. : IN-KA56428677425868U
 Certificate Issued Date : 05-Mar-2022 10:47 AM
 Account Reference : NONACC (FI)/ kaksfcl08/ KOLAR/ KA-KO
 Unique Doc. Reference : SUBIN-KAKAKSFCL0848912281833811U
 Purchased by : REGISTRAR SDUAHER KOLAR
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : PREPARE FOR ENGLISH KORAT^TMUR CHENNAI ^R
 Second Party : REGISTRAR SDUAHER KOLAR
 Stamp Duty Paid By : REGISTRAR SDUAHER KOLAR
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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SRI SAI SOUARDHA CREDIT
 CO-OPERATIVE LTD.,
 Doddapete Opp B.E.O Office,
 KOLAR-563101



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding / Agreement is made and executed on Monday, May 16, 2022.

BETWEEN

Page 1 of 10

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

P.VIJAYASHREE, M.A.B.Ed.,M.Phil Sole Proprietor and Director of Academics and Training of an online Coaching Center having registered office and administrative office at 48/2, TNHB 260 Flats, 25th Street, Korattur, Chennai – 600 080, herein after referred as **PrepareforEnglish** or **THE PARTY OF THE FIRST PART**, which term wherever the context so requires or permits, shall mean and include the aforesaid person, her respective legal heir, representatives, administrators, executors and assignees, etc., on **ONE PART**;

AND

SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH (A deemed to be University declared Under section 3 of UGC Act, 1956, vide Notification No.F.9-36/2006-U.3(A) dated 25.05.2007, MHRD, Government of India), represented by Dean **DR.C.D.DAYANAND**, having administrative office at Tamaka, Kolar, Karnataka – 563 103, , herein after referred as **SDUAHER** or **THE PARTY OF THE SECOND PART**, which expression shall unless repugnant to the context as required or admitted shall mean and include its successors-in-interest, executors, administrators, representatives and permitted assigns of the of the **SECOND PART**

NOW THIS MEMORANDUM OF UNDERSTANDING / AGREEMENT WITNESSETH AS FOLLOWS:

I. OBJECTIVES and SCOPE OF BUSINESS

PrepareforEnglish primarily focuses on coaching students for the International English Language Testing System (IELTS), Pearson Test of English (PTE), Test of English as a Foreign Language (TOEFL) and Business English Certificate (BEC) exams. Coaching for Occupational English Test (OET) is also offered for students who are in the healthcare profession. In addition PrepareforEnglish coaches students in the verbal sections of the GMAT, GRE, SAT, PSAT and ACT.

PrepareforEnglish also focuses on giving training to the students of the Party of the Second Part to build a strong foundation in English Grammar and Communication in order to facilitate the students in appearing for the aforementioned English Language Testing Systems and admission exams.

On successful completion of the 'English Grammar and Communication' course the English language skills of each student will have improved and their confidence boosted in using the language for communication both professionally and personally.

A certificate of completion will be provided by PrepareforEnglish and SDUAHER jointly to those students who successfully complete the 'English Grammar and Communication' Course.

The Party of the Second Part being a deemed to be University strives to provide quality education to the students belonging to backward classes more specifically in Kolar, Karnataka region. As such the Party of the Second Part is desirous of listing the link of the First Part, <https://prepareforenglish.com/> the website owned and operated by the Party of the First Part under the name and style "**PrepareforEnglish**" in the official website of **SDUAHER**/ the Party of the Second Part in order to facilitate the students of SDUAHER to enroll themselves to the aforementioned courses.

SDUAHER / the Party of the Second Part through its Faculty of studies enrolls medical graduates and post graduates, Allied Health science graduates in Allied sciences like physiotherapy Nutrition audiology and speech Language Pathology, Nursing, optometry, Molecular biology, Medical laboratory, renal dialysis, cardiac care and perfusion, respiratory care, medical imaging and radiotherapy. Students of the Academy and any student from the southern part or surrounding districts (as the case may be decided on the discretion of the Party of the First Part) can enroll themselves for the training course with the Party of the First Part to appear for the aforementioned English Language Testing Systems and admission exams to study or work abroad.

II. MODE OF OPERATION

PrepareforEnglish uses the online platform for classes which are generally conducted throughout the year as rolling batches. Hence, students can enroll and attend classes any day, from anywhere. Since class timings are flexible, students are regular and hence try to achieve their target score in the first attempt of the English proficiency tests such as the IELTS, PTE, and TOEFL.

A glimpse of how students enroll, prepare and successfully complete the examinations is as follows:

Stage 1 - The student takes a diagnostic test on enrolment.

Stage 2 - Based on the diagnostic test result, we plan the course for the student.

Stage 3 - During the course, the student becomes familiar with the test format and practices solving several exercises using the strategies taught. He also simultaneously improves his language skills by attending classes regularly.

Stage 4 - On registering for the required exam, the student attends a minimum of five mock tests. A detailed analysis of wrong answers after each test helps in improving the score in the next test. Going through the above stages with discipline and dedication helps the student try to achieve the target band/score in the first attempt of the exam.

III. VENUE

The program shall be conducted by the Party of the First Part only through online mode whose website link <https://prepareforenglish.com/> will be provided in www.sduu.ac.in

IV. INFRASTRUCTURE

A classroom with a seating facility for 35-40 students and an overhead projector with internet connectivity will be made available for the Party of the First Part on all days for successful execution of this program. If trainers from PrepareforEnglish undertake the Program in person, the Party of the Second Part will support such trainers in terms of providing accommodation and meals during their stay as per the college / hostel policies.

V. GROUP SIZE

Group size shall be as determined by the Party of the First Part based on the number of students enrolling themselves for the courses offered by the Party of the First Part.

VI. REGISTER MAINTENANCE

Both the Party of the First Part and the Party of the Second Part shall maintain separate registers for students enrolling themselves for courses with the Party of the First Part through the website link of the Party of the First Part provided in the official website of the Party of the Second Part www.sduu.ac.in

VII. FINANCIAL CONSIDERATIONS

The professional engagement between the Party of the First Part and the Party of the Second Part shall be an honorary one and the Party of the Second Part shall not have any financial liability to the Party of the ^{First} ~~Second~~ Part except for hosting ^{www} PrepareforEnglish website link in the SDUAHER web site for the benefit of students and the public at large.

The Party of the First Part shall be at liberty to charge / levy fee for the study material, training courses, exam enrollments etc., at the prevailing market price (as per Annexure appended hereunder) directly from the enrolling students and the charges and price are subject to revision from time to time. The fee structure for courses not mentioned in the Annexure, the Party of the First Part shall decide at the time of enrolment.

VIII. OPERATIONAL COMMITMENTS

Both the parties have agreed upon to render the training on the basis of this MoU and shall commit to provide quality services to the students.

IX. DURATION and TERMINATION

The term of this Agreement is valid for a term of 5 years from the date of these presents and the same shall be extended / renewed for a further period of time as may be mutually agreed between both the parties in writing on the same or renewed terms and conditions.

The agreement may be terminated by giving at least 03 months' notice to either side party subject to discussion and acceptance by the other party.

If there is any violation to any of the clauses of this MoU / agreement the non-breaching party same shall be at liberty to terminate these presents at once or shall issue a notice calling upon the erring party to rectify or cure the defect within a period of time as may be fixed in such notice, failing which the non-breaching party shall terminate these presents with immediate effect.

PrepareforEnglish and SDUAHER may terminate this Agreement immediately, if the Agreement is posing a threat to safety.

X. CONFIDENTIALITY

The Parties understand that in the course of their association, they shall have access to confidential information of the other Party. Accordingly, the Parties agree that such confidential information shall be maintained in the strictest confidence and trust and shall not be revealed to any third party and shall not be used for any purpose other than what is authorized through this Agreement.

- a. Any information shared by the other Party and is available in the public domain or which the Party comes to know about through, other than violation of any law or legal obligation owed to the other Party, shall not form a part of Confidential Information.
- b. Both the Parties may disclose confidential information to competent authority, if required under law.

XI. REPRESENTATIONS AND WARRANTIES

SDUAHER / The Party of the Second Part represents and warrants that

- a. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.
- b. It has due permissions, consents, infrastructure, qualified personnel and expertise to offer and duly conduct the Programs.
- c. The students' training, the natures of transaction of this Agreement are legal and permitted by SDUAHER.

Prepare for English / The Party of the First Part represents and warrants that

- a. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.
- b. It has the requisite qualified personnel with expertise and duly fulfills its obligations mentioned in this Agreement.
- c. It shall take full responsibility to train and teach the students enrolled in the training Programs.
- d. It shall take full responsibility to provide details of the preferable sessions, contents and topics to be covered, as per the guidelines laid down by the appropriate authorities, during the training.

XII. LIABILITY

Both the parties shall strive to abide by the terms and conditions of this Memorandum of Understanding / Agreement, in case of any violation the erring party shall be liable and responsible to make good the losses / damage that the other party may suffer due to such violation.

XIII. DISPUTE RESOLUTION JURISDICTION

Any dispute arising out of or in relation to this Memorandum of Understanding/Agreement shall be referred for mediation. If the dispute is not resolved within 2 weeks before the mediation the dispute shall be subject to the Jurisdiction of courts in Bengaluru and the laws of India.

XIV. MISCELLANEOUS


- a) No amendments or additions or any modifications or alterations to the provisions of this Agreement shall be effective, unless it is in writing and signed by each Party.
- b) This Agreement is executed on stamp paper with signature of two counterparts
- c) The headings to this Agreement are for convenience only and shall not affect both the parties.

d) Waiver by either Party of any term or condition of this Agreement at any one instance shall not be deemed.


e) It is agreed and understood by the Parties that they are entering into this Agreement **on a principal to principal basis.**

IN WITNESS WHEREOF the parties have through their respective duly authorized representatives, executed the Agreement the day, month and year first herein above written.

Signed & Delivered by P. Vijayashree, M.A.B.Ed.,M.Phil, Director of Academics & Training, PrepareforEnglish and Dean FAHBS-SDUAHER Kolar

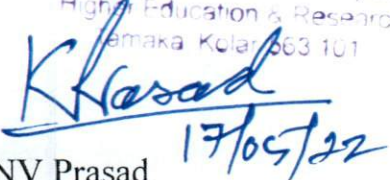
Signature: 
Name: P. Vijayashree, M.A. B.Ed., M.Phil
Director of Academics & Training
PrepareforEnglish

*Director of Academics & Training
PrepareforEnglish
Chennai - 600 080*

Signature: 
Name: Dr.C.D.Dayanand
Address: Dean -FAHBS -SDUAHER.
Dean

Faculty of Allied Health Sciences
Sri Devaraj Urs Academy of
Higher Education & Research
Tamaka Kolar 563 101

Witness 1

Signature: 
Name: Dr. KNV Prasad
Title: The Registrar-SDUAHER
Address: Tamaka Kolar 563101

Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103.

Witness 2

Signature: *Sarala N.*
18/5/2022

Name: Dr. Sarala N.

Title : Director of Academics.

Address: SDUAHER Kolar.

- Director Academics
Sri Devaraj Urs Academy of Higher Education & Research
Tamaka, Kolar-563 101.

Witness 3

Signature: *Sridevi N.S.*
18/5/22

Name: Dr. Sridevi N. S.

Title : Director of Student welfare

Address: SDUAHER.Kolar.

Director Student Welfare
Sri Devaraj Urs Academy of
Higher Education & Research
Tamaka, Kolar.

ANNEXURE

I. Privilege offered by PrepareforEnglish to students of SDUAHER

Students can re-attempt (within three months of the first attempt) IELTS /TOEFL/PTE for which they had enrolled for coaching to improve score by attending classes at no extra coaching fee.

II. Fee Structure

1. COURSE: IELTS/TOEFL/PTE coaching

Validity of Course: 6 months,

Total hours offered: 90

Fee: INR 10,000/- (Rupees Ten thousand only)

Batch Enrolment: Rolling

Virtual Platform for online classes (Zoom/Google Meet – audio only)

Material: Cambridge IELTS Books 11 to 16. One of these books will be given as hardcopy. Other books will be shared as PDFs.

2. COURSE: ENGLISH GRAMMAR AND COMMUNICATION

Validity of Course: 3 months

Total hours offered: 45

Fee: INR 5000 (Five thousand only)

Batch enrolment: Rolling

Virtual Platform for online classes (Zoom/Google Meet – audio only)

Online Resources and material (soft copies) will be made available during class as attendance is important to strengthen grammar and communication.