

उत्तर प्रदेश UTTAR PRADESH

AH 918216

AGREEMENT

ENGLISH EMPIRE.....the ultimate language ruler!!!

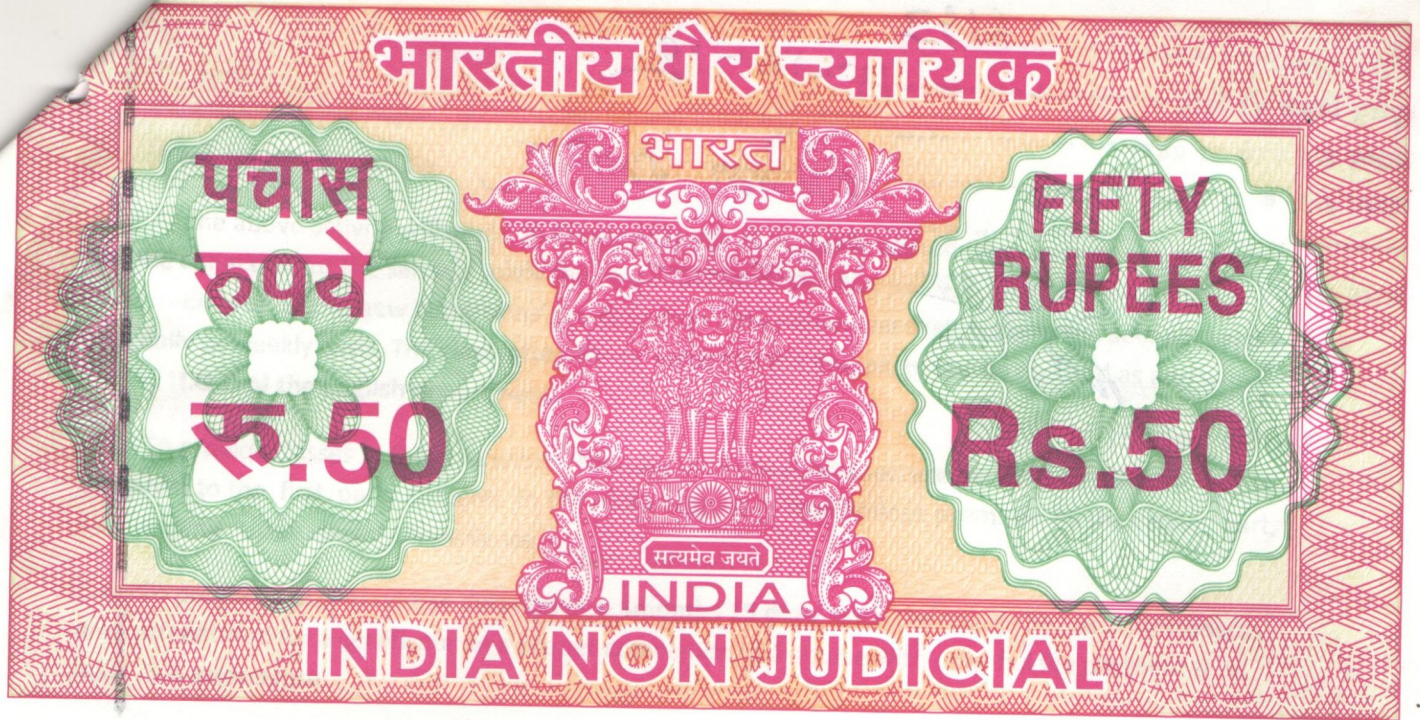
This Agreement is entered at LUCKNOW on 19th DECEMBER 2012, between:- **NAVYUG KANYA MAHAVIDYALAYA, RAJENDRA NAGAR , LUCKNOW** defined as THE SECOND PARTY and **ENGLISH EMPIRE (spoken English Training Organization)**, at 775/7, Govind Puri, Kalkaji, NEW DELHI-110019 defined as THE FIRST PARTY (as per the context).

WHEREAS :- **"NAVYUG KANYA MAHAVIDYALAYA"** is a college affiliated under Lucknow University conducting Under Graduates and Post Graduates courses of the said University.

WHEREAS :- **"English Empire"** as with (Registration no. 196513) is a Vocational & Corporate Training Development company operating in the niche segment of **Spoken English & Personality Development Programme** through its path breaking, matchless methodology and infallible concept has these below mentioned courses:-

- + English Empire smart course(for beginners)
- + English Empire advanced course(for advanced learners)





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- + Special Personality development programme & Interview techniques (Short term course before campus placements.
- + Corporate training
- + IELTS/TOEFL preparatory course
- + Cambridge , ESOL preparatory course

WHEREAS BOTH PARTIES IN THEIR MUTUAL BENEFIT AND INTEREST AGREE AS FOLLOWS:

1) Objective of the agreement:-

1.1 Objective of the agreement is to conduct Spoken English & P.D.P training programme for the interested students of Navyug Kanya Mahavidyalaya (the second party) under Official collaboration with English Empire....the ultimate language rulers!! (the first party).

2.1 Obligations of "English Empire"(the first party)

2.1.1 To provide proper :- Spoken English & Personality Development classes to the newly enrolled cum admitted students at Navyug Kanya Mahavidyalaya premises of the (E.E beginners' course) by the first party.

2.1.2 To initially enrol. :-500 I.N.R shall be charged in cash by per student & later on 1500 I.N.R as the remaining fee of the (beginners' course fee) shall be charged by the first party ,which amounts to total :-2000 I.N.R (Rupees TWO THOUSAND ONLY). Flexibility of payment in



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instalment is also permissible.

2.1.3 All the above activity will imply on Financial Terms as mutually agreed upon by both the parties. **The fee collection** for the same is solely the responsibility of **the first party**, surely keeping up the transparency of all the new admissions' fee collection obtained by the first party to the second party on a daily or weekly basis. The class **attendance record** of the first party can be checked as and when by **the H.O.D of the English department**.

2.1.4 To provide classes :- **5 days a week** (Monday till Friday), **one lecture period (i.e 10 A.M onwards)** to the first party students in the room allotted in their college premises by the second party, also keeping up students' convenience.

2.1.5 To provide a proper course duration of :- **3months 15 days**, once the course begins. The students are even entitled for a certificate on a proper completion of a course, with only full fee payment & at least 75% attendance.

2.1.6 To provide the aforementioned classes in per batch of **25 to 30, all newly admitted students** enrolled by the first party, in their free college period, **rejoiners** to be dealt separately only in their free period. In case of any disassociation by the either party ,at any point of time, the second party shall permit to complete at least the running batch of first party's pre admitted students in the second party premises peacefully.

2.1.7:-Sharing of revenue by the first party to the second party as mutually agreed upon is:- (20% of 2000 I.N.R) which comes to:—**400 I.N.R** out of per student beginners' course fee i.e. **2000 I.N.R** charged by the first party, thereby in reference to 2.1.4

2.1.8:- Payable criteria is **50%** of the initial agreed upon amount which comes to **200 INR (Rupees Two Hundred only)**, shall be paid by the first party to the second party in the first week of the following month ,once the initial fee is collected from the newly admitted students of the first party. *For instance:-Whatever fee collected in the month of NOVEMBER 2012 by the first party....out of it, the initial 50 % the said amount i.e.200 INR shall be paid to the second party in the 1st week of DECEMBER 2012.*

2.1.9 :-The due remaining amount of **50% i.e. 200 INR (Rupees Two Hundred only)** shall be done to the second party by the first party in the next upcoming month...even if the first party has not been able to recover the pending installment from the students (i.e . LATE FEE SHALL BE BORNE BY THE FIRST PARTY)...but provided that the student is not a (DROP OUT CASE) with the maximum fee pending towards the first party . Verifications of any kind readily accepted by the first party.

2.2:- The second party shall be paid the above agreed upon amount i.e. **400 I.N.R** per student by the first party through "DEMAND DRAFT"/"PAY ORDER" in the favour of :- **NAVYUG KANYA MAHAVIDYALAYA, LUCKNOW.**



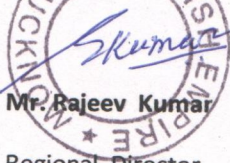
3. Confidentiality and Proprietary Information:-

Both parties agree that with respect to any information shared by the other party shall treat such information as confidential and shall not disclose the same under any circumstances:-

- a) To use such confidential information only in performance of the services under this Memorandum.
- b) Not to make copies of the same without the express written permission of the other.
- c) Not to disclose the same to third party.
- d) No alteration or amendment to this MOU shall be effective unless it is in writing and signed by the Parties
- e) Neither of the parties shall present itself as the representative or agent of the other party, nor shall it have the power or the authority to commit on behalf of the other party, unless it receives the other party's prior written consent.
- f) No release shall be made by either party to the news media or the general public relating to this MOU and/or the subject matter thereof without prior written approval of the other Party, which approval shall not be unreasonably withheld. The Parties further agree that news releases made by either of them shall sufficiently recognise the participation and contributions of the other Party.

4.***This agreement shall become effective on the date of sign i.e. 19th DECEMBER 2012 done below by both the parties along with one witness from each end, agreeing to all the terms & conditions mentioned above.

Agreed & Accepted,


Mr. Rajeev Kumar

Regional Director

English Empire

Date:- 19/12/2012

Contact No:-8127191281

Witness:->

1. Supriya Chhabra

(Centre Manager)

Agreed & Accepted,



Mrs. Neerja Gupta

Principal

Navyug Kanya Mahavidyalaya

Date:- 19.12.12

Contact No:-9219563445

Witness:->

2. Sanjay Kumar Srivastava

Office Supdt.