



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on 10thday of September, 2021 between

1. THE MANGALAYATAN UNIVERSITY, Aligarh, Uttar Pradesh, represented through its Joint Registrar, Mr. Dinesh Sharma, aged about 42 years, R/o. University campus Uttar Pradesh, hereinafter referred to as the "The Party No. 1 / University", of the First Part. which expression unless repugnant to the context or meaning thereof shall always mean and include the Party No. 1, as well as, it's office bearers, legal representative, executors, administrators, successors and assignee of the FIRST PART.

AND

2. M/s "UEI Global Education (P) Ltd.", a body corporate, incorporated under Companies Act, 1956, having its registered office at Building No. 27, KP Block, Community Centre, Pitampura-Delhi-110034 through its CEO & MD, Mr. Manish Khanna, Aged about 47 years, Occupation-Business, hereinafter referred to as the "The Party No. 2 / Industry Partner", of the Other Part. which expression unless repugnant to the context or meaning thereof shall always mean and include the Party No. 1, as well as, his heirs, legal representative, executors, administrators, successors and assignee of the OTHER PART.

WHEREAS the Party no. 1, Mangalayatan University is an autonomous body being enacted by the State of Uttar Pradesh as per The Mangalayatan University, Aligarh (Uttar Pradesh) Act No. 32 of 2006 hereinafter referred to as the said Act. And is empowered with various powers and functions as incorporated in the said Act.

AND WHEREAS the University apart from the other vocational sectors, under the guidelines set by the UGC, proposes to start the Vocational Course of Business and Management which include Hotel, Hospitality & Tourism, in the said university.

AND WHEREAS UEI Global has been pioneer in Hospitality Industry and has been skilling Indian youth for more than a decade and has proven expertise of ruthing and managing educational and vocational institutes across India.

AND WHEREAS the parties had entered into a Memorandum of Understanding dated 10.09.2018 which was valid for three (3) years i.e. until 09.09.2021. As such the present MOU is being executed for extension of MOU for a further period of five (5) years.

AND WHEREAS the parties to this Agreement intend to continue to join together in a cooperative effort to run the B. Voc. programme as per the guidelines set by the UGC the parties hereby agree to the following terms and conditions:

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDINGISWITNESSTH AS UNDER: -

- 1. That the Party no. 2 agrees to work and collaborate as an Industry Partner with the party no. 1 and shall also act as a technical collaborator and advisor for Party no. 1 for enrollment of students for the following courses run by the Party no. 1 in collaboration with the Party no. 2 as per its syllabus:
 - **a.** Bachelor of Vocational Degree (Tourism and Hospitality) Eligibility: 10+2(Any stream) Duration- 3 Years.
 - **b.** Advance Diploma in Tourism and Hospitality/ Advance Diploma in Culinary Arts- Eligibility: 10+2(Any stream) Duration- 2 Years.
 - **c.** Diploma in Tourism and Hospitality/ Diploma in Culinary Arts-Eligibility: 10+2(Any stream) Duration- 1 Year.
 - **d.** Masters of Vocational Degree (Tourism and Hospitality) Eligibility: Graduate (Any stream) Duration- 2 Years.
- 2. The Industry Partner as a Skill Knowledge Providershall provide Industrial Training to students enrolled for the abovementioned course. The Industry Partner shall open new and operate the existing educational and vocational centers in collaboration with party no.1. The Industry Partner shall maintain its faculty, staff as may be necessary to run the courses. Party No. 2 will also have rights to suggest other industry related and integrated courses relevant to the students who out of their own volition may pursue or join these courses for further enhancement of employability.
- **3.** The University/ Party No. 1 may develop the syllabus/ curriculum in consultation with the Party no. 2.
- **4.** The Industry Partner in consultation with the University will continue to identify the future needs for training and develop & upgrade necessary infrastructure at various locations as required for conducting skill development training centers throughout India.
- 5. The University shall admit the students for the courses as per the guidelines set up by the UGC. The Party no. 2 is also authorized to take admission of the students in the said programme and send to the University within reasonable time along with the relevant fee.

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- **6.** The Party no. 1 shall make available all the facilities at its disposal for the functional success of the collaboration. Party No. 2 will ensure that student records, attendance, log books, assessment and other relevant data as requisite for the programmes are being maintained and regularly updated with Party no. 1.
- **7.** The Party No. 1 hereby authorizes the Party No. 2 to collect fees from the students as per the fee structures as may be decided from time to time between the Party No. 1 & Party No. 2 and the registration of the students only be done once the fees is deposited with the Party No.1.
- **8.** The Fee payable by the Industry Partner to the University for each student enrolled for the respective Course is stipulated in Annexure 1. It's also agreed that the existing institutes as approved earlier also stand approved and renewed as mentioned in **Annexure 1**.
- 9. The parties concerned agree to respect each other's rights to intellectual property and further the intellectual property rights that rise as a result of any collaborative research or activity under this agreement will be worked out on a case-by-case basis, and will be consistent with officially laid down Intellectual Property Right policies of the two institution.
- 10. The Party No. 2 will collect and pay the prescribed examination Fee / charges to Party No. 1 as laid down by the Party No.1 from time to time. The Party No. 2 will not have the right to issue any diploma or advance diploma or degree under their signatures to any student enrolled through these programmes for any course nor can the Industry Partner get diploma / advance diploma or degree printed in the name of Party No. 1. All diplomas / advance diplomas or degree will be issued only by and under the authority of Party No. 1. Diplomas / Advance Diploma or Degree will be issued only to successful candidates, who qualify the examinations as per the qualifying marks prescribed by the Party No. 1.
- 11. All members of the teaching and office staff appointed by the respective parties shall be the employees of those parties and their salaries or perks will be paid by them respectively and any deduction of income tax, provident fund, ESI, etc. shall be made by the respective parties and deposited with the appropriate authorities, if required. Either Party shall not be responsible for the payment of liability of the other party nothing to do with the same.
- 12. The University and the Industry Partner agree to hold in confidence all information/ data designated by the Industry Partner as being confidential which is obtained from either Industry Partner or created during the performance of the MOU and will not disclose the same to any third party without written consent of the Industry Partner.

13.Both parties will designate persons who will have responsibility for co-ordination and implementation of these agreements.

14. This MOU shall be valid from 10/09/2021 and unless terminated by mutual MOU, shall remain in force from the date on signing till the

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termination of term of Five (5) Years, being the term period extends upon mutually agreed between both parties.

- 15. Each Party shall have the right to terminate the Memorandum of Understanding by giving one month written notice in writing to the other Party at any time. If the Memorandum of Understanding is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. Both parties shall endeavour jointly to complete the academic session of the students registered as on the date of termination of this MOU.
- 16. That both Parties agree that if any difference or dispute arises in respect of interpretation or application this MOU, they shall first Endeavour to settle it through consultations within 30 days of the dispute or difference having arisen, falling which the dispute shall be submitted to arbitration by a respectable person nominated by University, within 15 days of notice of arbitration by either Party to the other. The Arbitrator shall hear both the Parties and deliver his award within one month of his acceptance of nomination. This arbitration shall be governed by the provisions of the Arbitration and Conciliation act 1996.
- 17. It is mutually agreed between the parties that this MOU shall be subject to the jurisdiction of the Courts at Aligarh, Uttar Pradesh.
- **18.** THAT all notices to be served on the parties hereto as shall be deemed to have been delivered and served if sent by registered post at its address as described above.

IN WITNESS, hereof the parties hereto have signed this MOU on 10thday of September 2021, and the year above mentioned in the presence of witnesses.

(Dr Dinesh Sharma)

Joint Registrar

(For Mangalayatan University)

No.1

(Mr. Manish Khanna

CEO/MD

(For UEI Global Education (P) Ltd.)

Party No.2

WitnessNo 1

Dr. Anpur Kumar Aglawal

Witness No. 2

II. Details of UEI GLOBAL existing Institutes

- 1. New Delhi:
 - a. Block 'C' 5th Floor, Vikas Surya Mall, Near M2K Rohini, Sec-3, New Delhi-110085
 - b. A-13, 1st, 2nd and 3rd Floors, SaraswatiVihar, New Delhi-110034
- Jaipur: C-14, Vaishali Circle, Vaishali Marg, Vaishali Nagar, Jaipur 302021
- 3. Pune: Plot no 823/C Bhamburda Near Corporation Bus Stand, Shi vaji Nagar, Pune-411005
- 4. Chandigarh: SCO 104, 105, 106, 3rd Floor, City Centre, Sector-34A, Chandigarh-160022
- 5. Lucknow:TC-56 BV,Behind ICICI Bank,Vibhuti Khand,Gomti Nagar Lucknow-226010
- Agra: Plot no. 16, Choudhary Complex, Officer Housing Society, Sikandra-Mathura Road, Opp. Kamayani Hospital, NH-2, Agra – 282007
- 7. Trivandrum: Capital Mark, TC 25/154 (1), Ghandhari Amman Kovil Road, Pulimoodu, Trivandrum-695001
- 8. Jalandhar: 1st Floor BhadwalComplex,Opp. NarinderCinema,Gate No. 2,Near Bus Stand, Jalandhar-144001
- 9. Ludhiana: Plot No. 15, 4th Floor, Feroze Gandhi Market, Ludhiana-141001

Dr.Dinesh Sharma)

Joint Registrar

For Mangalayatan University)

Party No.1

(Mr. Manish Khanna

CEO/MD

(For UEI Global Education (P) Ltd.)

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Party No.2



उत्तर प्रदेश UTTAR PRADESH

DK 369689

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on 10th day of September 2018, between

THE MANGALAYATAN UNIVERSITY, Aligarh, Uttar Pradesh, represented through its Dy. Registrar, Dr. Manoj Kumar Rana, aged about 38 years, R/o. University campus Uttar Pradesh, hereinafter referred to as the "The Party No. 1 / University", of the First Part, which expression unless repugnant to the context or meaning thereof shall always mean and include the Party No. 1, as well as, it's office bearers, legal representative, executors, administrators, successors and assignee of the FIRST PART.

AND

M/s "UEI Global Education (P) Ltd.", a body corporate, incorporated under Companies Act, 1956, having its registered office at Building No. 27, KP Block, Community Centre, Pitampura-Delhi-110034 through its CEO & MD, Mr. Manish Khanna, Aged about years, Occupation of Business, hereinafter referred to as the "The Party No. 2 /

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2. The Industry Partner as a skill knowledge provider, shall provide Industrial Training to students enrolled for the abovementioned courses. The industry partner shall open the vocational centres with the permission of party no. 1. The Industry Partner shall maintain its faculty, staff as may be necessary to run the vocational programme. Party No. 2 will also have rights to suggest other industry related and integrated courses relevant to the students who out of their own

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- volition may pursue or join these courses for further enhancement of employability.
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- The industry partner in consultation with the University will identify the needs for training and develop necessary infrastructure at various locations as skill development training centers throughout India.
- 5. The University shall admit the students for the vocational programme as per the guidelines set up by the UGC. The Party no. 2 is also authorized to take admission of the students in the said programme and send to the University within 15 days alongwith the fee.
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- Fee: As per annexure 1.
- 9. The parties concerned agree to respect each other's rights to intellectual property and further the intellectual property rights that rise as a result of any collaborative research or activity under this agreement will be worked out on a case-by-case basis, and will be consistent with officially laid down Intellectual Property Right policies of the two institution.
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- 11. All members of the teaching and office staff appointed by the respective parties shall be the employees of those parties and their salaries or perks will be paid by them respectively and any deduction of income tax, provident fund, ESI, etc. shall be made by the respective parties and deposited with the appropriate

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- authorities, if required. Either Party shall not be responsible for the payment of liability of the other party nothing to do with the same.
- 12. The University and the Institute agree to hold in confidence all information/ data designated by the institutes as being confidential which is obtained from either institute or created during the performance of the MOU and will not disclose the same to any third party without written consent of the other institute.
- Both institutes will designate persons who will have responsibility for coordination and implementation of these agreements.
- 14. This MOU shall commence from the date of signing of this MOU and unless terminated by mutual MOU, shall remain in force from the date on signing till the termination of term of three (3) Years, being the term period extends upon mutually agreed between both parties.
- Each Party shall have the right to terminate the Memorandum of Understanding by giving one - month written notice in writing to the other Party at any time. If the Memorandum of Understanding is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. Both parties shall endeavour jointly to complete the academic session of the students registered as on the date of termination of this MOU.
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- It is mutually agreed between the parties that this MOU shall be subject to the jurisdiction of the Aligarh- Uttar Pradesh.
- 18. THAT all notices to be served on the parties hereto as shall be deemed to have been delivered and served if sent by registered post at its address as described above.
- 19. Regarding Exams, Evaluation and Declaration of results.(Refer Annexure_2)
- 20. General Rules. (Refer Annexure-3)



IN WITNESS, hepeof the porties hereto have signed this MOU on 10th day of September 2018, and the year above mentioned in the presence of witnesses.

Dr. Manoj Kumar Rana

Dy. Registrar ALIGARY (For Mangalayatan University)

Dr. Dr. Kat. Quantry)
Witness No.1

Party No.1

Mr. Manish Khang

CEO/ MD

(For UEI Global Education (P)Ltd.)

Party No.2

Witness No.2