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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding "MOU" is made and entered into, at Greater Noida on the 9<sup>th</sup> day of November 2022 (9/11/2022).

#### BETWEEN

Inlingua, International School of Languages, Greater Noida Centre and has its office at Parsavnath Bibhab Plaza, Office no. 22, Alpha 1 Commercial Belt, Greater Noida (herein after referred to as the First Party, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include

#### AND

Mangalmay Institute of Management and Technology (MIMT), Greater Noida, Uttar Pradesh is the second party represented herein by its name of Vice Chairman, Mangalmay Group of Institutions (herein after referred as 'Second Party', the institution which expression unless excluded by or repugnant to the subject on the context shall include its successors- in office, administrators and assigns.)

Mangalmay Institute of Management and Technology (MIMT), Greater Noida, Uttar Pradesh & Inlingua, International School of Languages, Greater Noida Centre shall herein after be also jointly referred to as the "Parties" and severally as the "Party".

Address: Alpha Commercial Belt, ParsvnathBibhab Plaza, FF – 22 (2<sup>nd</sup> Flor), Greater Noida, UP - 201308

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Whereas, both Mangalmay Institute of Management and Technology (MIMT), Greater Noida, Uttar Pradesh and Inlingua, International School of Languages, Greater Noida Centre have appreciated each other's objectives in promoting excellence in the Core English Training and are desirous of entering into an MOU for mutual benefit and advantage and have reached the following understanding.

W BOTH THE PARTIES HAVE REACHED TO THE FOLLOWING UNDERSTANDING/AGREEMENT, IN PRINCIPLE AGREEMENT OF COLLABORATION

1) Both the parties have identified the following areas where they agree to mutually cooperate to the full extent:-

a) To conduct Core English Training Program for students as decided and as preened.

b) To offer mutual support to develop the English Languages Skills of Students.

c) To extend, help and co-operate in the different training programs being conducted under the banner of Inlingua, International School of Languages, Greater Noida Centre in future.

Both the parties have agreed to run the training programs mutually.

2) Inlingua, International School of Languages, Greater Noida Centre would be responsible for the execution of the following deliverables

2.1 Conducting Training program: Inlingua, International School of Languages, Greater Noida Centre will conduct a training program on the institution's premises or online as per the mutual agreement of both parties.

**2.2** Provide Trainer: Inlingua, International School of Languages, Greater Noida Centre will be responsible to provide a trainer for the said training.

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Training content will be taken care of by the Inlingua, International School of 2.3 Languages, Greater Noida Centre.

4. Below are the Training deliverables as per the agreement. Offline Training-

The Topics will be covered as decided by faculties of Mangalmay Institute of Management and Technology (MIMT), Greater Noida.

The sessions details are given below:-(b)

Name of the programme: Core English Training. a.

Duration: 30 Hours [ Two Modules of 15 hours each] Ъ.

Days of Training: Twice a week. с.

Training Hours: 2 Hours each day. d.

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Number of Students: Maximum 60 to 70 e.

Collecting Fee: - Rs 2500 Per Hour Total fees :- [30 Hours] : Rs 75000/-5.

Mode of Payment: 50% Cost of training is to be paid before the commencement of Training. Balance 50% is to be paid on the completion of the Training. 7.

Tools like projector, Audio system for training purposes will be provided by the Second Party.

Any further requirement would also be treated as a part of this understanding and the scope of the work would be separately created as an addendum to this MoU. 9.

None of the Parties shall use, register, or attempt to register any of the Intellectual Property Rights which the party knows vests in the other Party, without the written permission of such Party. Written permission shall be deemed to have been granted in the event of no written revert within 30 business days of intimation of the intent to register any Intellectual Property Rights. Any use of the Intellectual Property Right of one Party in course of achieving the objectives shall

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not be deemed to vest the ownership of the Intellectual Property Rights in the other Party. Any unauthorized attempt to use, register or attempt to register any of the Intellectual Property Right of a Party without the express permission of the other Party shall constitute an act of infringement of the Intellectual Property Rights of the said Party.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows for phase II of the understanding.

10. Second Party is ready to allow First Party to conduct the training program at Second Party remise and extend all the support mentioned above.

NOW, FURTHER, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

- a. The duration of this MOU shall be applicable until the duration of three years or until both the parties are ready to withdraw/extend the program, or all the payment is done and training is delivered with the supporting deliverables as committed by the First party.
- b. Second Party will allow clicking the photographs, making videos, taking testimonials during the training and publishing all material on the First Party website, mobile application, and proposal being used by the First party.
- In case of non-resolution by mutual negotiation, all disputes arising out of this MOU shall be referred to a sole Arbitrator to be appointed by both the Parties.

d. The MOU shall be subject to the exclusive jurisdiction of Courts in Greater Noida. [UP]

e. No provisions of this MOU may be amended, modified or waived unless by an instrument in writing executed on behalf of each of the Parties by their respective duly authorized officers.

f. The parties would highlight this MOU and seek gains of media coverage. However, this is clarified that this MOU is not exclusive to either party.



In witness whereof both the Parties have signed this MOU on the date and place mentioned herein below.

Date-....

Place-.....

AGREED:

For Mangalmay Institute of Management and Technology (MIMT), Greater Noida

For Inlingua, Greater Noida Centre

Mr. Ayush Mangal Vice Chairman Mangalmay Group of Institutions, Greater Noida

College Address: Plot No. 8 & 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201306

Mr. Sudhir Kumar Chaudhry

Director Inlingua, International School of Languages, Greater Noida Centre **Centre Address:** Parsvnath Bibhab Plaza, Alpha 1 Commercial, Office No 22, Greater Noida, Uttar Pradesh- 201310 Contact Details: 0120-4542530 Email ID: inlinguacorporatenoida@gmail.com

WITNESS I

Name: Dr. Geeti Sharma Designation: Director, Mangalmay Institute of Management and Technology, Greater Noida, UP

WITNESS 2

Name: Ms. Tanvi Sharma Designation: Trainer, Inlingua, International School of Languages, Greater Noida, UP