MOU with Dronacharya Academy and Engineers



उत्तर प्रदेश UTTAR PRADESH

EV 372452

MEMORANDUM OF UNDERSTANDING

Mr. MUKESH KUMAR S/o. Sh. DIGVIJAY SINGH (herein after called FIRST PART) DIRECTOR -DRONACHARYA ACADEMY AND ENGINEERS, aged about 38 year resident of 347/1, IInd FLOOR, WESTERN KUTCHERY ROAD, MEERUT which expression shall unless excluded by or repugnant to the context, be deemed to include his successor and assigns) of the FIRST part.

AND

This Memorandum of Understanding (hereinafter called MOU) made on 09/07/2019 among Swami Vivekanand Subharti University (SVSU), Meerut (hereinafter called SECOND PART). A University under section 2(f) of the University Grant Commission (U.G.C.) Act, 1956 set up under the Swami Vivekanand Subharti Vishwavidhaylaya, Uttar Pradesh Adhiniyam, 2008 (U.P. Act No.29 of 2008) as passed by Uttar Pradesh Legislature and assented by the honourable Governor of Uttar Pradesh in September 2008 having its office

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and university located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, Uttar Pradesh (250005), INDIA (hereinafter called SVSU which expression shall unless executed by or repugnant to the context, be deemed to include its executors, administrators, successors and assigns) of the SECOND part.

WHEREAS the SVSU (The party of Second part) has an in-house Faculty of Engineering (CENTRE OF EXCELLENCE) offering career development programs to ENGINEERING and MANAGEMENT students for SKILL DEVELOPMENT and HIGHER STUDY and to step head in Job opportunities present in competitive world.

WHEREAS MR. MUKESH KUMAR (The party of First part) here above has offered to the SVSU to establish, manage and promote GATE/IES/PSU's coaching to Engineering and SSC/JE/RRB to Diploma holders (All Branch) Council approved training programs from the Academic session July '2019.

Now with the view to facilitate the aforesaid offer of MR. MUKESH KUMAR (The party of First part), it is hereby mutually agreed between him and SVSU as under:

- 1. The SVSU (The party of Second part) shall provide its existing facilities of Faculty room, Class room with electricity & furniture, library etc. to first part, any additional requirement of efficiently running the course curriculum and faculty etc. shall be arranged by the first party. The ownership of these items shall remain with the respective parties who have/has arranged or provide the same.
- 2. MR. MUKESH KUMAR (The party of First part) will arrange all legal and professional expenses that may incur in establishing new professional affiliations.
- 3. Course will be offered at a discounted price of INR 35000.00 (per student and payable one time only) to SVSU Students studying in 4th year, 3rd Year and 2nd Year respectively.
- 4. The SVSU (The party of Second part) shall arrange a bank account and/or cash receiving facility to facilitate the operation of this new arrangement.
- 5. The CASH received through receipts shall be shared in the following proportion at the time of commencement of new batch:
 - a. SVSU (The party of Second part)

INR 5000 (Five Thousand)

b.MR. MUKESH KUMAR (The party of First part) INR 30000(Thirty Thousand)

6. 50% of the FEE collected by the First Part should be transferred to Second Part within 15 days of batch start to manage setup expenses and running cost.

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- 7. Any additional activities carried on by the party of the first part with a view to increase revenue of the venture, shall be done by prior information and consent of SVSU (The party of Second part).
- 8. The arrangement shall be implemented at the premise "NAMING and SPACE OFFERED BY the UNIVERSITY" for student Counselling by the mutual consent of both the parties.
- 9. The MOU shall be effective from 09 July 2019.
- 10. All major decisions concerning the running of the course curriculum shall be taken with joint consultation of both parties.
- 11. That the proper record of the students enrolled shall be maintained by the second party and this responsibility shall be attributable to the second party.
- 12. That the parties of First & Second part agree to run the unit in accordance with the applicable guidelines, rules, regulations and directions of the concerned Universities and other affiliating body/bodies, communicated from time to time in this behalf.
- 13. Any difference of opinion over the interpretation of the terms specified in this MOU or otherwise shall be referred to an arbitrator appointed with mutual consent, & the decision of arbitrator, shall be binding on both the parties.
- 14. The tenure of the MOU shall be determinable on the service of advance notice of three months.

In Witness whereof the parties here above have signed this MOU on the date mentioned herein first above.

WITNESS

1.	FOR	
	DRONACHARYA ACADEMY and ENGINEERS	
	(PARTY OF THE FIRST PART) MR. MUKESH KUMAR	(Signature)
2.	FOR	<u> </u>
	SWAMI VIVEKANAND SUBHARTI UNIVERSITY	
	(PARTY OF THE SECOND PART) SH. D. K. SAXFNA	(Signature)