



# **Memorandum of Understanding**

Between

**EBEK Language Laboratories Private Limited**

And

**Bhikaji Cama Subharti College of Hotel Management**



This Memorandum of Understanding ("MOU") is made on this the Fifteenth day of July, 2022.

By and between

**M/s. Ebek Language Laboratories Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 68, Parvathi Ammal Nagar, Veereswaram, Srirangam, Trichy – 620 006, Tamil Nadu represented by its CEO, **Mr. Neslyn Johnson** as its authorised signatory hereinafter referred to as "Ebek".

AND

**Bhikaji Cama Subharti College of Hotel Management of Swami Vivekanand Subharti University** having its registered office at Subhartipuram, NH-58, Delhi - Haridwar Bypass Road, Meerut-250005 (hereinafter referred to as "The Institution" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, permitted assigns and affiliates) and represented by its Registrar, **Mr. D.K. Saxena** as its authorized signatory.

Ebek and the Institution shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

Ebek is an authorized Examination Centre for Cambridge English Language Assessment – a Department of the University of Cambridge, UK, for the conduct of the YLE, KET, PET, FCE, CAE, CPE, BEC, TKT and Linguaskill exams.

The Institution is preparing students to excel in the hospitality industry. The Institution understands that English is an essential part for career growth of their students. For this purpose, the Institution is interested in introducing the Cambridge English Qualifications for its students and wants Ebek to train them to take up the Examinations. The Institution is therefore interested in associating with Ebek for the training and conduct of the Cambridge Exams and Ebek has agreed to the same subject to certain terms and conditions mutually agreed between the Parties.

The Parties are desirous of recording the terms of the collaboration agreed to between them.

2



NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Parties hereto hereby agree as follows:

### 1. TERM

1.1. This MOU shall come into effect on this date and shall be valid for a period of three years ("Initial Term") unless otherwise extended in writing by the Parties or terminated in accordance with the terms hereof.

### 2. GRANT OF RIGHTS

2.1. The Institution hereby grants to Ebek the exclusive right to train and conduct the Cambridge English Exams within the premises of the Institution and Ebek hereby accepts the same.

### 3. OBLIGATIONS OF EBK

3.1. Ebek shall assist The Institution in creating awareness amongst the students with regards to the Cambridge English Exams.

3.2. Ebek shall provide online material required for preparing the students for the Cambridge English Exams.

3.3. Ebek shall provide necessary trainers to train the students.

3.4. Ebek shall train the students on all 4 skills, LSRW but will conduct Cambridge test as per annexure I.

3.5. Ebek shall conduct the Cambridge English Exams as per stringent rules laid by Cambridge Assessment English on dates selected by the Institution.

3.6. Ebek shall be responsible for coordination between The Institution and Cambridge Assessment English.

3.7. Ebek shall hand over the Cambridge certificates to the institution.



#### 4. OBLIGATIONS OF THE INSTITUTION

- 4.1. The Institution agrees in creating awareness amongst the parents and students about the introduction of the Cambridge English Exams.
- 4.2. The Institution agrees to register students with Ebek for the Cambridge English Exams.
- 4.3. The institution shall provide proper classrooms with audio visual facilities to train the students.
- 4.4. The institution shall provide a schedule for the training program.
- 4.5. The Institution shall collect course and exam fees as per annexure I.
- 4.6. The institution shall hand over the applications to Ebek before the deadline for applications, along with copies of ID proof of students and recent passport size photos.
- 4.7. The Institution shall arrange the necessary venue arrangements in their computer lab with hi-speed internet facilities for the conduct of the Cambridge English Linguaskill Exams.

#### 5. COMMERCIAL TERMS

- 5.1. The course fees inclusive of Cambridge Exam fees are listed in Annexure I and will be applicable for the academic year 2022-23. For every proceeding academic year, a fresh annexure will be added.

#### 6. PAYMENT TERMS

- 6.1. The Institution shall pay the course fees in two installments. 50% shall be paid at the start of the program and the balance 50% shall be paid 30 days before the exam date.
- 6.2. Fees can be paid by cheque or Demand Draft in the name of Ebek Language Laboratories Private Limited. The payment can also be made directly to Ebek's Bank Account.



## 7. CONFIDENTIALITY

7.1. Each Party shall keep confidential and shall not without the prior consent in writing of the disclosing Party copy or disclose to any third party the content of any documents or information (whether of a commercial, financial or technical nature or which is identified as being confidential) acquired or received in writing, orally or in any other tangible or intangible form from the other Party in connection with this MOU, such information referred to as "Confidential Information".

## 8. TERMINATION

8.1. This MOU may be terminated:

8.1.1. By unanimous consent.

8.1.2. In the event of any lawful authority ordering the Parties to terminate this MOU.

## 9. APPLICABLE LAW AND ARBITRATION

9.1. This Agreement shall be governed by Indian law.

9.2. Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration at Chennai, India in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by three (3) arbitrators with each Party appointing an arbitrator and the two arbitrators so appointed appointing the third and presiding arbitrator. The language of the arbitration shall be English.

9.3. No Party shall disclose to any third party the existence, nature, content, or outcome of any arbitration, or purported arbitration, brought in respect of this MOU.



IN WITNESS WHEREOF the Parties have executed and delivered this MOU as of the date first above written.

For Ebek Language Laboratories  
Private Limited

(Neslyn Johnson)  
CEO

Witness :

For Swami VivekanandSubharti  
University

(D.K. Saxena)  
Registrar

Witness :



## ANNEXURE – I

### CAMBRIDGE ENGLISH COURSE FEES

#### For Hotel Management Students

| Course  | Year & Semester                                  | Course Fee | Tax    | Total   |
|---|--|------------|--------|---------|
| Cambridge English Linguaskill Business – Listening & Reading (40 Hours) | 3 <sup>rd</sup> Year<br>6 <sup>th</sup> Semester | Rs 3500    | Rs 630 | Rs 4130 |
| Cambridge English Linguaskill Business – Writing & Speaking (40 Hours)  | 4 <sup>th</sup> Year<br>7 <sup>th</sup> Semester | Rs 3500    | Rs 630 | Rs 4130 |

For Ebek Language Laboratories  
Private Limited

  
(Neslyn Johnson)  
CEO

For Swami Vivekanand Subharti  
University

  
(D.K. Saxena)  
Registrar

