

# **Memorandum of Understanding**

Between

**EBEK Language Laboratories Private Limited**

And

**Jyotirao Phule Subharti College of Physiotherapy**

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

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

By and between

**M/s. EbekMedEdventures Private Limited**, a company incorporated under the Companies Act, 1956 having its office at old number 10, new number 22, first floor, AD – block, Anna Nagar, Chennai, Tamil Nadu, 600 040 represented by its Director, **G. Sreekanthanas** its authorised signatory hereinafter referred to as "EbekMed" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, permitted assigns and affiliates

ANDs

**Jyotirao Phule Subharti College of Physiotherapy 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.

EbekMed and The Institution shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

EbekMed is a 100% subsidiary of Ebek Language Laboratories Private Limited, an authorized test delivery partner of OET. It provides quality Healthcare English language solutions to nursing colleges, deemed-to-be Universities, working healthcare professionals and hospitals across India. EbekMed has introduced specialized courses for students studying in medicine, nursing, physiotherapy and pharmacy streams.

The Institution is therefore interested in associating with EbekMed to train and prepare their students. EbekMed 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.

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 five 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 EbekMed the exclusive right to set up its Centre for Excellence for Healthcare English to offer the various training courses as listed in Annexure 1 to healthcare students and working professionals and EbekMed hereby accepts the same.

## **3. OBLIGATIONS OF EBKMED**

- 3.1. EbekMed shall offer all the healthcare English courses and Test preparation courses as per annexure I to the students studying in the institution.
- 3.2. EbekMed shall provide the Preparation Provider Certificate to the institution.
- 3.3. EbekMed shall assist the institution in creating awareness amongst the parents and students on the importance of English for better career opportunities.
- 3.4. EbekMed shall create an individual URL for the Institution to access and assess the progress of all courses.
- 3.5. EbekMed shall provide the online course material through individual login credential for each student according to their course.
- 3.6. EbekMed shall depute required number of trainers and councilors in the centre for the conduct of face-to-face training programme.
- 3.7. EbekMed shall provide a coordinator for the smooth progress of the programme.
- 3.8. EbekMed shall conduct the Cambridge English / OET Pulse Exams for the healthcare students on dates selected by the Institution.

*G. W. K.*

*[Signature]*

- 3.9. EbekMed shall be responsible for the complete organization and conduct of the Cambridge English Exams and OET Pulse exam on the test dates as per stringent rules laid by Cambridge English and OET.
- 3.10. EbekMed shall provide the result of final exams to the college.
- 3.11. EbekMed shall provide the course completion certificate provided by SLC, UK, for each student who has completed all the activities in their registered courses.
- 3.12. EbekMed shall hand over the Cambridge English and OET Pulse Certificates to each student through The Institution.
- 3.13. EbekMed shall facilitate the placement department to link the Institution directly with employers abroad.

#### **4. OBLIGATIONS OF THE INSTITUTION**

- 4.1. The Institution agrees in providing the required infrastructure for training their students.
- 4.1.1. One air-conditioned classroom with required furniture, audio and video facilities
- 4.1.2. High speed internet in the training room for students to access online activities.
- 4.2. The Institutions agrees to assist EbekMed in creating awareness and promoting all the healthcare English courses.
- 4.3. The institution shall share the details of the students in the format given by EbekMed for creation of login credentials.
- 4.4. The institution shall appoint a coordinator for the smooth process of the programme.
- 4.5. The institution shall select a date for the final exams.
- 4.6. The institution shall provide a computer lab with high speed internet for the conduct of final exams.

#### **5. COMMERCIAL TERMS**

- 5.1. The course fees for the various courses are listed in Annexure I. It will be applicable for each academic year.

5.2. The institution shall collect the fees from their students as per annexure I.

## 6. PAYMENT TERMS

6.1. The institution shall collect the fees from their students as per annexure I and pay EbekMed in 4 installments as per the annexure I.

## 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 from the other Party in connection with this MoU, such information referred to as "Confidential Information".

## 8. EMPLOYMENT

8.1. The Institution shall not take in to employment on a full time or part time, any of EbekMed's trainers for 3 years from the end of this MoU.

## 9. TERMINATION

9.1. This MOU may be terminated:

9.1.1. By unanimous consent after clearing all pending dues on either side.

9.1.2. In the event of any lawful authority ordering the Parties to terminate this MoU.

## 10. APPLICABLE LAW AND ARBITRATION

10.1. This Agreement shall be governed by Indian law.

10.2. 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.

10.3. 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 EbekMedEdventures  
Private Limited**

  
(G. Sreekanthan)  
Director

**Witness:**

  
15/7/2022

**For Swami Vivekanand Subharti  
University**

  
(D.K. Saxena)  
Registrar

**Witness:**

  
15/7/2022

## ANNEXURE – I

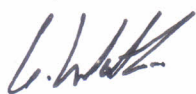
### COURSE FEES FOR PHYSIOTHERAPY STUDENTS

| S.No | Year                          | Fees    | Tax     | Total   |
|------|-------------------------------|---------|---------|---------|
| 1    | 1 <sup>st</sup> Year Students | Rs 7500 | Rs1350  | Rs8850  |
| 2    | 2 <sup>nd</sup> Year Students | Rs 7500 | Rs 1350 | Rs 8850 |
| 3    | 3 <sup>rd</sup> Year Students | Rs 7500 | Rs 1350 | Rs 8850 |
| 4    | 4 <sup>th</sup> Year Students | Rs 7500 | Rs 1350 | Rs 8850 |

### INSTALLMENTS

| S.No | Year                          | 1 <sup>st</sup><br>Installment | 2 <sup>nd</sup><br>Installment | 3 <sup>rd</sup><br>Installment | 4 <sup>th</sup><br>Installment |
|------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 1    | 1 <sup>st</sup> Year Students | Rs 3000                        | Rs 2000                        | Rs 2000                        | Rs.1850                        |
| 2    | 2 <sup>nd</sup> Year Students | Rs 3000                        | Rs 2000                        | Rs 2000                        | Rs.1850                        |
| 3    | 3 <sup>rd</sup> Year Students | Rs 3000                        | Rs 2000                        | Rs 2000                        | Rs.1850                        |
| 4    | 4 <sup>th</sup> Year Students | Rs 3000                        | Rs 2000                        | Rs 2000                        | Rs.1850                        |

For EbekMedEdventures  
Private Limited



(G. Sreekanthan)  
Director

For Swami VivekanandSubharti  
University

