

Memorandum of Understanding

Between

EBEK Language Laboratories Private Limited

And

Panna Dhai Maa Subharti Nursing College

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

This Memorandum of Understanding (“MOU”) is made in Chennai 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

Panna DhaiMaaSubharti Nursing college of Swami VivekanandSubhartiUniversity 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 Institutions 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.

EbekMed is in the process of setting up Centre of Excellence for Healthcare English across India in the name “**EbekMed Centre of Excellence for Healthcare English**”.

EbekMed is interested in setting up a **Ebek Centre of Excellence for Healthcare English** in the University campus, where Healthcare English Training Courses and OET / IELTS test preparation courses can be offered to healthcare students and working professionals. 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 offer all the healthcare English courses and Test preparation courses to the healthcare professionals from other institutions termed here as " External candidates" as per annexure II.
- 3.3. EbekMed shall provide the Preparation Provider Certificate to the institution.
- 3.4. EbekMed shall assist the institution in creating awareness amongst the parents and students on the importance of English for better career opportunities.
- 3.5. EbekMed shall create an individual URL for the Institution to access and assess the progress of all courses.
- 3.6. EbekMed shall provide the online course material through individual login credential for each student according to their course.
- 3.7. EbekMed shall depute required number of trainers and councilors in the centre for the conduct of face-to- face training programme.



- 3.8. EbekMed shall provide a designated Centre Head for the smooth progress of the programme.
- 3.9. EbekMed shall conduct the Cambridge English / OET Pulse Exams for the healthcare students on dates selected by the Institution.
- 3.10. 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.
- 3.11. EbekMed shall provide the result of final exams to each stream heads.
- 3.12. EbekMed shall provide the course completion certificate provided by SLC, UK, for each student who has completed all the activities in their registered courses.
- 3.13. EbekMed shall hand over the Cambridge English and OET Pulse Certificates to each student through The Institution.
- 3.14. EbekMed shall facilitate the application process to register the University as a Closed Venue for the conduct of the OET Test through Ebek Language Laboratories Private Limited.
- 3.15. 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 the setup of the Centre of Excellence.
 - 4.1.1. One air-conditioned room with required furniture for administrative and registration work.
 - 4.1.2. Required number of air-conditioned classrooms fit with audio-visual facility and furniture for training.
 - 4.1.3. 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.

G. W. K.

[Signature]

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 and II. It will be applicable for each academic year.

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

5.3. In case of working nurses from other hospitals, the institution will collect the fees from these external candidates as per annexure II.

5.4. EbekMed shall offer a revenue share to the institution as per the annexure II for the fees collected from the external candidates.

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.

6.2. In case of external candidates, the institution will collect the fees from these candidates as per annexure II.

6.3. The fees collected from the external candidates as per annexure II shall be remitted in EbekMed account by the institution after deducting their share as per annexure II on 15th and 30th of every month.

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. 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

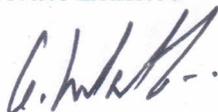
10.1. This Agreement shall be governed by Indian law.

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.

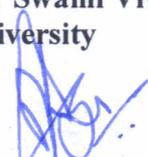
IN WITNESS WHEREOF the Parties have executed and delivered this MoU as of the date first above written.

For EbekMedEdventures
Private Limited

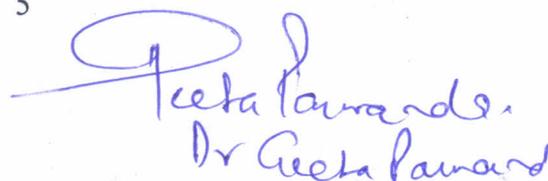

(G. Sreekanthan)
Director



For Swami Vivekanand Subharti
University


(D.K. Saxena)
Registrar

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Dr Geeta Pawande

Witness:

Witness:

ANNEXURE – I

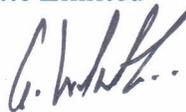
COURSE FEES FOR INTERNAL STUDENTS

S.No	Year	Fees	Tax	Total
1	1 st Year Students	Rs 7500	Rs1350	Rs8850
2	2 nd Year Students	Rs 7500	Rs 1350	Rs 8850
3	3 rd Year Students	Rs 7500	Rs 1350	Rs 8850
4	4 th Year Students	Rs 7500	Rs 1350	Rs 8850

INSTALLMENTS

S.No	Year	1 st Installment	2 nd Installment	3 rd Installment	4 th Installment
1	1 st Year Students	Rs 3000	Rs 2000	Rs 2000	Rs.1850
2	2 nd Year Students	Rs 3000	Rs 2000	Rs 2000	Rs.1850
3	3 rd Year Students	Rs 3000	Rs 2000	Rs 2000	Rs.1850
4	4 th Year Students	Rs 3000	Rs 2000	Rs 2000	Rs.1850

For EbekMedEdventures
Private Limited


(G. Sreekanthan)
Director

For Swami Vivekanand Subharti
University


(D.K.Saxena)
Registrar

ANNEXURE – II

COURSE FEES FOR EXTERNAL STUDENTS

S.No	Healthcare English Courses	Fees	Tax	Total
1	Pathway to OET – Foundation Course	Rs 10000	Rs 1800	Rs 11800
2	OET Test Prep Course	Rs 12000	Rs 2160	Rs 14160

The Institution shall be paid 25% of the Course Fee excluding GST as the Institutional Fee.

For EbekMed Edventures
Private Limited



(G. Sreekanthan)
Director

For Swami Vivekanand Subharti
University



(D.K.Saxena)
Registrar