

# MEMORANDUM OF UNDERSTANDING

(MOU)



Medhaj A Research and Education Pvt. Ltd.

“Medhaj A Research and Education Pvt Ltd” /

“MAREPL”

Malviya Nagar, New Delhi, India

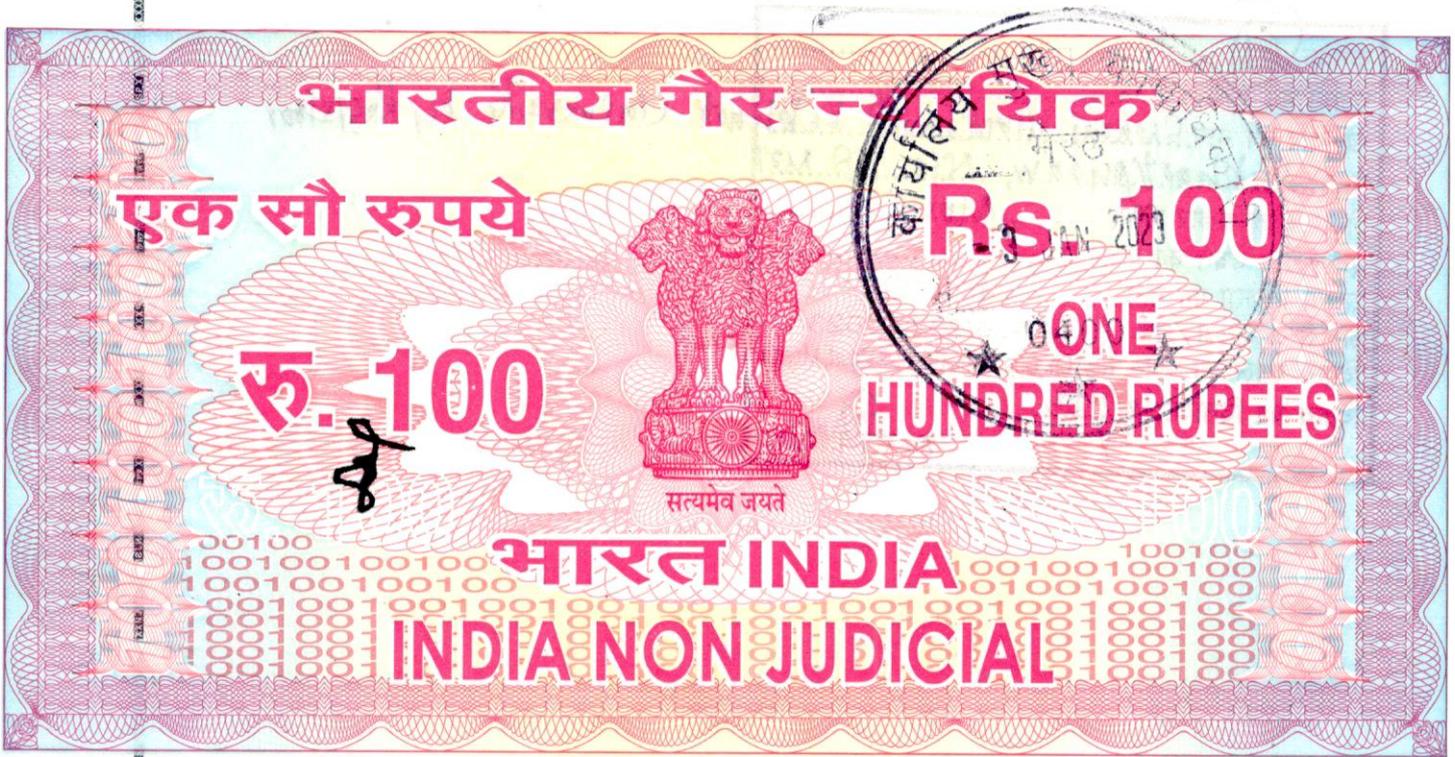
AND



“Swami Vivekanand Subharti University” /

“SVSU”

N.H. 58, Meerut, India



उत्तर प्रदेश UTTAR PRADESH

FV 985547

**MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of understanding (MOU) is entered into on this **11<sup>TH</sup>** day of **JANUARY** 2023.

**BETWEEN**

“Medhaj A Research and Education Pvt Ltd” / “MAREPL” located at Malviya Nagar, New Delhi, India hereinafter to as the “First Party”.

**AND**

“Swami Vivekanand Subharti University” / “SVSU” located at N.H. 58, Meerut, India hereinafter to as the “Second Party”.

(MAREPL AND SVSU hereinafter is / are individually referred to as “Party” and jointly referred to as “Parties”). Both the parties promise to abide by the following terms and conditions.

Responsibilities of Swami Vivekanand Subharti University will be to enrol students, conduct examinations and provide technical team and infra to support.

Responsibilities of MAREPL will be conducting online classes, creation of good content, faculty, application part, notes.

Therefore, this Memorandum of Understanding (MOU) is entered into by MAREPL and SVSU to ensure mutually beneficial tie up and cooperation in bringing together their complementary services, and the Parties hereby agree as follows:

For  
At Shivan  
11/01/2023  
W. Shivan

For  
11/01/2023

## 1. Purpose and Scope

This Memorandum of Understanding is to educate and propagate the awareness of ancient Vedic astrology amongst the youth for complete realization of self-intent and for physical, mental, moral and intellectual development of university students, which eventually shall play a vital role in the growth of the nation.

## 2. MOU Term or Validity

This MOU shall come in full force and effect when this has been signed by both Parties and shall remain valid for a period of five (5) years from the academic year 2023-24, unless extended by mutual consent. This MoU can be extended for other tenure(s) with same or mutually agreed modified terms and conditions.

## 3. Roles and Responsibilities

3.1. SVSU shall provide technical team and infrastructure support.

3.2. SVSU shall provide guest house facility for the guest coming for the lecture, webinar, seminar or any other program, on payment basis.

### 3.3. Marketing, Advertising and Promotions

a. Both the parties shall be responsible for generating admission lead through prospectus, advertisement and online marketing promotions for various programmes. SVSU shall additionally promote the same along with their regular advertisement in newspaper, website, hoardings, print media, landing pages, university prospectus etc.

b. Preparation of promotional videos and brochures shall be the responsibility of MAREPL. Both the parties shall run the advertisement or digital marketing campaign through Facebook, Instagram, Google AD, WhatsApp, bulk messages for promotions, branding and lead generations.

c. Both the parties shall display the details of the programme and their information on their website.

3.4. Both the parties are bound to complete all necessary support till the program is completed for the respective batch.

4. Cooperation in research collaborations and student and faculty exchanges would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each party. Such interaction may include cooperation in a variety of joint academic and educational activities such as:

For  
P. P. Shrivastava  
11/01/2023

11/01/2023

Abhishek

- 4.1. Joint research projects and publications, including work by students;
  - 4.2. Patents in the name of Swami Vivekanand Subharti University and innovator.
  - 4.3. Dual degree programs- in Nadi Vigyan and Jyotish Vigyan.
  - 4.4. Reciprocal placement of students in paid internships and co-ops, whenever possible;
  - 4.5. Joint conferences and workshops;
  - 4.6. Visits by faculty, professional staff, and students.
5. **Evaluation Scheme, Class, Examination & Faculties** – First party will formulate the syllabus for both the diplomas and submit it to department of AYUSH through department of Vedik Sciences BOS with an evaluation scheme, an ordinance, in accordance with the New Education Policy, the CBCS, and it will be discussed and approved by the university's Academic council.
6. **Program Fee & Collections**
- 6.1 SVSU shall be responsible for obtaining student fees, however the same shall be disbursed by SVSU, as per the revenue sharing ratio of each party, before semester examination.
  - 6.2 For academic year 2023-24 the programme fee for two Diplomas with a duration of one year will be Rs. 2,400/-. The first party will conduct minimum four online/offline classes in a month and the programme fee will be shared between first and second party at the ratio of 40:60 respectively.
  - 6.3 Fee shall be decided every year /new session before commencement of admission with mutual consent through letter or agreement.
  - 6.4 Students taking admission in the proposed program will follow all university norms for fee submission and late fee fine. Students shall submit their fee online, through the university portal, DD/NEFT/RTGS shall not be accepted from the students. However, students are free to submit fine waiver request, on which university will take a decision on a case-to-case basis.
  - 6.5 After deducting the referral discount or scholarship promised to the students or agent fee from the course fee, which represents the final chosen fee of the students, the revenue sharing ratio as mentioned in 4.2. The two parties will be applied.
  - 6.6 TDS shall be deducted by the second party as per Income Tax Rule.

for:  
H.P. Shivam  
11/01/2023

  
11/01/2023



**7. Webinar, Seminar and Classes**

- 7.1 MAREPL shall organise a webinar, seminar and classes for students. Remuneration of the faculty shall be borne by MAREPL.
- 7.2 There will be total 52 classes in a year, with final written exam at end of the course, the evaluation and result shall be published online.
- 7.3 **Online Class:** If classes are conducted through MAREPL's application, then the number of students shall be limited to 100 in a single batch.
- 7.4 **Offline Class:** If classes are conducted offline, then the limit of no. of students can be finalized as per the infrastructure available with SVSU.

**8. Classroom Notes and Tutorials**

- 8.1 The notes and recording of the class shall be provided after the class, by MAREPL, only through MAREPL application.
- 8.2 For resolution of queries, a WhatsApp group shall be created and monitored by MAREPL.
- 8.3 SVSU shall not use the content and syllabus created by MAREPL in any capacity, during or after termination of MoU.

**9. Award of Degree**

An exclusive certificate shall be designed for the successful students, with the brand name of MAREPL and SVSU.

**10. Other terms and conditions**

- 10.1 The Parties agree that the terms of the MOU shall not be changed or modified in any manner orally or otherwise except if agreed in writing and duly signed by authorized representative of the Parties hereto as addendum.
- 10.2 All documents to be provided by one Party to the other shall be in English. This MOU is signed in duplicate both copies being authentic.
- 10.3 All correspondence by official e-mail ID from one Party to the official e-mail ID of the other Party would be deemed to be effective delivery. All documents sent via e-mail by either of the Parties to the other for official/bidding purposes shall be authentic and have legal standing, subject to regularization of the same on a letter head duly signed by the authorized representative of either or both Parties, as the case may be.
- 10.4 Both Parties agree that they shall have no right, title and interest to use the brand name of the other Party, or any of their intellectual properties, including but not limited to trademarks, trade names, logos etc, without the written consent of the other Party. Upon knowledge of infringement

P.P. Shivani  
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of such intellectual property, both Parties agree to provide all assistance to the best of their abilities to restrain such infringement of their intellectual property.

10.5 The parties of this Agreement acknowledge and agree that this Agreement shall not be exclusive in any respect.

#### 11. Confidentiality:

This MOU signed between the Parties shall be confidential.

11.1 The ownership rights of all the content and curriculum of courses will be with MAREPL. The parties agree that no confidential or proprietary information shall be shared with a third party in any collaboration under this MOU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the parties will enter into a written non-disclosure agreement. Party will be responsible for its own cost in connection with all matters also understood and agreed that no information will be exchanged or Disseminated under any collaborations pursuant to this MOU.

11.2 If the content is being verified through UGC, then name of both the parties should be incorporated in the content being verified. Further, once the MOU gets terminated then the verified content should no longer be used for any purpose.

#### 12. Termination

All parties reserve the right to terminate the MOU by giving 15 days' notice, in addition to a 30-day cure period, in writing, in case of breach of any term and condition by either Party of the signed MOU. The termination of this MOU shall be deemed to be effective only if written notice is given in advance to the other party before initiation of next batch.

#### 13. Arbitration

Any dispute or difference arising between MAREPL and SVSU relating to this MOU shall be settled amicably based on mutual consultation. In case the dispute is not resolved by amicable means within 90 days of either Party intimating the other about such dispute in writing, such difference or dispute shall be finally settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996. The language of arbitration proceedings shall be in English, and this Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Uttar Pradesh, shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

*W. Shukla*

*For  
Dr. Shivani  
11/01/2023*

*[Signature]  
11/01/2023*

Witness hereof, the parties to this agreement have here undersigned on 11<sup>TH</sup> January 2023 at SVSU in the presence of witness.

Medhaj A Research and Education Pvt Ltd.

1. *For  
Shriyam  
11/01/2023*

Name: Gunjan Tripathi  
Designation: Director

Date: 11<sup>th</sup> January 2023

Swami Vivekanand Subharti University

*11/01/2023*

Name: D.K. Saxena  
Designation: Registrar

Witness:

*Waishali  
11/1/2023*

1. Vaishali Shukla  
Manager  
MAREPL

*AMK*

2. Dr. Abhay Shankaregowda  
Pro Vice-Chancellor  
SVSU