

उत्तर प्रदेश UTTAR PRADESH
MEMORANDUM OF UNDERSTANDING (MOU)

CM 803651

This Memorandum of understanding (MOU) is entered into on this 07th day of February 2023.

BETWEEN

"Panacea College of Fashion Design" / "PCFD" located at Amroha, Joya road, Amroha 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".

(PCFD 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 PCFD will be to facilitate second party in getting admissions, conducting industrial exposures, creation of good content, application part, notes.

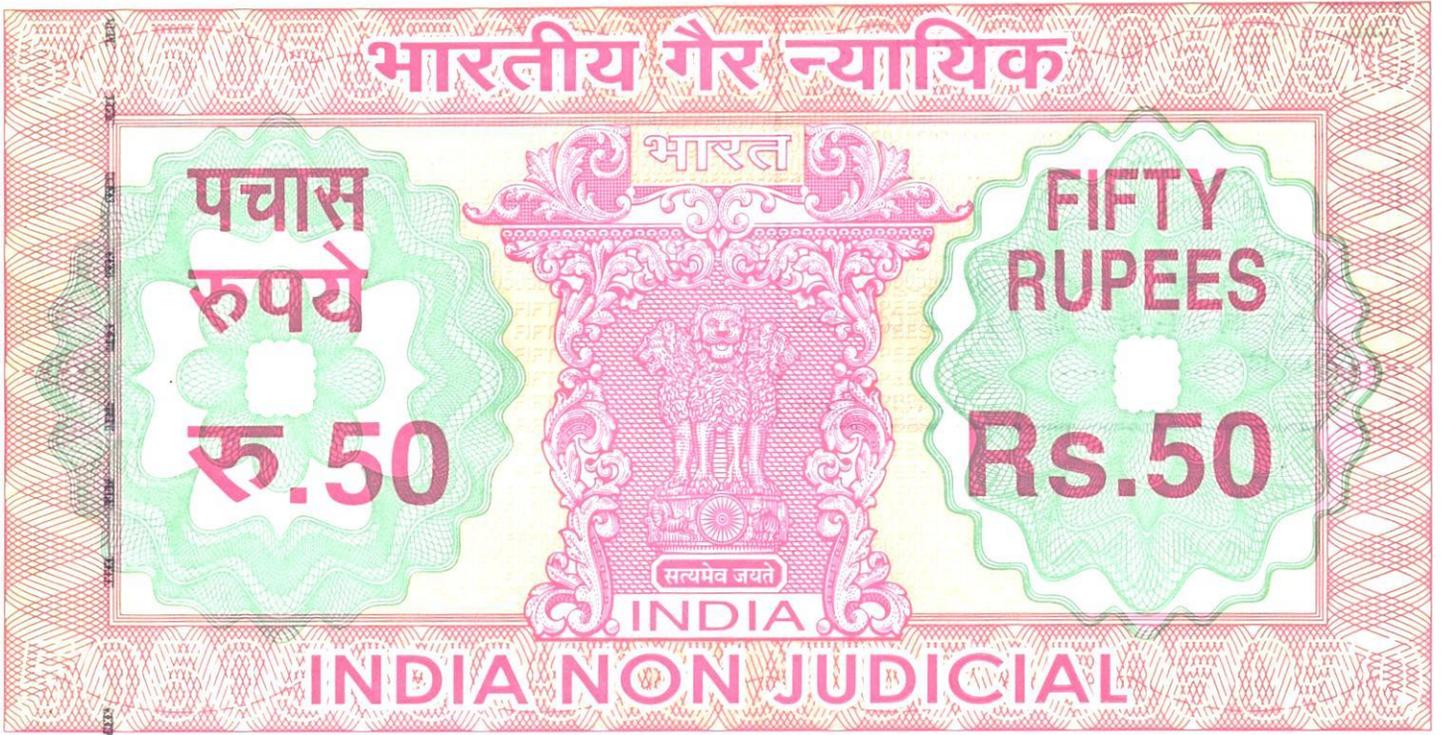
Therefore, this Memorandum of Understanding (MOU) is entered into by PCFD and SVSU to ensure mutually beneficial tie up and cooperation in bringing together their complementary services, and the Parties hereby agree as follows:

1. Purpose and Scope

This Memorandum of Understanding is being formed in order to provide industrial training and serve as the Industrial Collaborating partner for the programmes listed below.

Aksiti Garg

15/02/2023



उत्तर प्रदेश UTTAR PRADESH

CM 803652

- 1.1 Bachelors in Fashion Designing
- 1.2 Diploma in Fashion Designing
- 1.3 Bachelor of Science in Interior Designing
- 1.4 Bachelor of Science in Animation
- 1.5 Diploma in Animation

2. MOU Term or Validity

This Memorandum of Understanding (MoU) shall be effective for a period of four years (04) from the Academic Year 2023-24.

- 2.1. No modifications, waivers or amendments of any terms of this MoU shall be effective unless and until agreed in writing and signed by the duly authorized representatives of both parties as addendum.
- 2.2. Either party may terminate the Agreement at any time without assigning any reason by giving a written notice in advance to the other party before initiation of next batch with minimum 03 months duration.
- 2.3. Both the parties are bound to complete all necessary support till existing students batch complete the program.
- 2.4. This MOU can be extended for another tenure(s) with same or mutually agreed modified terms.

3. Program Fee & Collection

- 3.1. Swami Vivekanand Subharti University is responsible for obtaining student fees.
- 3.2. Program Fee will be governed by University Prospectus of that Academic Year.

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- 3.3. Students taking admission in proposed programs will follow all university norms for fee submission and late fee fine. Students should submit their fee online through the University portal. DD/NEFT/RTGS shall not be accepted from the students.
 - 3.4. After deducting the referral discount, or scholarship promised to the student or agent fee from the course fee, which represents the student's final chosen fee, the revenue sharing ratio as decided between the two parties will be applied.
 - 3.5. TDS shall be deducted by the Second Party as per Income Tax rules.
4. **Cooperation in Education and Research:** 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:
- 4.1. Joint research projects and publications, including work by undergraduate, graduate, and post-doctoral students at the partner institutions;
 - 4.2. Patents in the name of Swami Vivekanand Subharti University and innovator.
 - 4.3. Faculty and student exchanges based on reciprocity;
 - 4.4. Reciprocal placement of students in paid internships and co-ops, when possible;
 - 4.5. Joint conferences and workshops;
 - 4.6. Visits by faculty, professional staff, and students.

5. Roles & Responsibilities

As stated, each party shall be entirely accountable for their respective obligations.

- 5.1. Marketing, Advertising & Promotions - Both the parties shall be responsible for generating admission Leads through Prospectus, advertisement and marketing online promotions for programmes mentioned in para 1.
- 5.2. Promotional Videos, Infographics, Creatives, E-Brochures Shall be responsibility of First Party. Both the parties shall run the advertisement or digital marketing campaign with Facebook, Instagram, Google Ad words, WhatsApp, Bulk-Text Messages for promotion, Branding and Lead Generation.
- 5.3. Both the parties shall run campaign and post information on educational portals like Shiksha, Jagranjosh, College Search, CollegeDekho, Career360, College Duniya, etc.

6. Webinar , Seminars & Industrial Visits

- 6.1. First Party will regularly organise webinars, seminars, and industrial visits for students. The cost of industry expert personnel, guest faculty, or visit charges shall be borne by First party or mutually agreed conditions.
- 6.2. SVSU shall provide Guest House (Loading & Boarding) facility to the Guest coming for Lectures or webinar or seminar or any other program on payment basis.

7. Program Fee & Collections

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[Signature]
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- 7.1 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, after semester examination.
- 7.2 The programme fee will be shared between first and second party at the ratio of 40:60 respectively.
- 7.3 Fee shall be decided every year /new session as per university prospectus of current academic year.
- 7.4 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.
- 7.5 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 7.2. the two parties will be applied.
- 7.6 TDS shall be deducted by the second party as per Income Tax Rule.

8. Award of Degree

Degree will be awarded to the successful students from Swami Vivekanand Subharti University, as per program Ordinance.

9. Other terms and conditions

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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 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.
- 9.5. The parties of this Agreement acknowledge and agree that this Agreement shall not be exclusive in any respect.

10. Confidentiality:

This MOU signed between the Parties shall be confidential.

- 10.1 The ownership rights of all the content and curriculum of courses will be with second party. 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

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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.

10.1 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.

10. Termination

All parties reserve the right to terminate the MOU by giving 3 months' notice, before initiation of next academic year, 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.

11. Arbitration

Any dispute or difference arising between First Party and Second Party 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.

Witness hereof, the parties to this agreement have here undersigned on theday of February 2023 at SVSU in the presence of witness.

Swami Vivekanand Subharti University

Name DEEPESH KUMAR

Designation REGISTRAR



Panacea College of Fashion Design

Name: AKRITI

Designation: DIRECTOR



In the presence of

1.

Handwritten signature and date '15/2/2023' of a witness.

1.

Handwritten signature 'Dayan' and name 'Dayan Bansal' of a witness.

Date :