Memorandum of Understanding (MOU)

The MOU is made on _____**13th day of** ___**January**_____, Year __**2024**_____ at Raipur, - CG between Kalinga University located at Kotni Raipur having its campus at Kotni, Raipur, Chhattisgarh - 492101 as the party of the first part (hereinafter referred to as Kalinga University) represented by its_____.

Whereas the First Party – Kalinga University is a State Private University established under the Chhattisgarh Private Universities (Establishment and Operations) Act 2005 and offers various courses in various educational/professional/technical streams of academics.

_____**Kanishka Singh**_____ having its Mobile No. **7011892552**_____, having Email ID _**geetanjali.eduinstitute@gmail.com**_____ having its PAN No. _**ENLPK7200L**_____ and having a registered office located at ___**Dwarka Delhi 110059**_____**.**

Whereas the second Party is an admission consultant and is engaged in the business of providing students for enrolment to various Universities, Colleges and Educational Institutions.

THE MOU NOW WITNESSETH AS FOLLOWS:

That the Second Party has approached the First Party to provide students to the First Party on a commission basis by recommending students for enrolment/admission into various courses offered by the First Party subject to the following terms and conditions.

Scope of this MOU

The scope of the MOU is limited only to regular on-campus students, It means that the Second Party shall refer only those students who desire to study at the campus of the First Party in regular mode. It does not refer to Distance Education / Correspondence Education / Online Education or any other mode except Regular ON Campus Mode of Studies.

Responsibilities of the second party

1. The second party shall understand the academic, infrastructure and student services facilities provided by the First Party and on the basis of the same shall identify eligible students and recommend the programs of the First Party to the students.
2. The Second Party shall do marketing, promotions, participation in education fairs leading to the generation of enquiries, information to enquiries, Counselling to the enquiries, conversion of enquiries into prospective admissions.

Responsibilities of First Party

1. The First Party shall provide the following to the Second Party for the purpose of identification, counselling, interest generation to the prospective student:

b. Prospectus / Information Brochure
c. Course Brochures
d. Leaflets
e. Standee
f. New admission Forms

1. That the First Party shall give complete information related to courses, duration, cost, other charges, facilities, student services and academic information and other information useful for the purpose of counselling to the second party and update the second party from time to time.
2. That the First Party shall extend all possible cooperation to the Second Party.

General Terms and Conditions

1. That Second Party shall accept all payment from the students in the form of Demand Draft in favour of Kalinga University payable at Raipur only.
2. That in case there is a requirement for promotional material, Second Sarty shall approach First Party for the same, however the Second Party shall not reproduce the advertising material in any condition.
3. That the Second Party shall not promise or take admission of not eligible students. The eligibility is clearly mentioned in the Information Brochure and shall be followed by the Second Party as mentioned in the Information Brochure.
4. That it is the sole discretion of First Party whether to grant admission or not, Second Party shall ensure that it only recommends the student for admission to the First Party.
5. That Second Party shall ensure that no false promises or wrong information is provided to the prospective students.
6. That Second Party shall work as separate legal entity and liabilities of Second Party such as PF, ESI or expenses such as Travel allowance, Stay allowance or expenses borne on marketing, promotions shall be the sole responsibility of Second Party, unless approved by the First Party .
7. That the Second Party shall take up enquiries / counselling only for regular on campus programs. The Second Party is not authorized for any other mode such as distance mode, online mode, correspondence mode etc.
8. That the Second Party shall ensure that all approvals over and above this MOU are in the form of written approvals from the First Party, Verbal approvals will not be considered by the First Party.
9. That both parties shall keep the information of the students and this MOU confidential.
10. That the Second Party representative signing this MOU shall provide the following information:

The standard for all categories

PAN No. (Self) , Address Proof .(Self) , Photo ID (Self)

For Proprietorship Firms

a. Copy of Lease Deed
b. Same as given in the standard for all categories

For Private / Public Limited Companies

a) Memorandum of Association and Article of Association

b) PAN No. , TAN No.

c) Authorization from the co. to sign this MOU.

d) Authorized Signatory requirements as given in Standard for all categories.

For Partnership companies

a) Authorization to sign this MOU.

b) PAN, TAN, Photo ID and Address proof of all Partners.

1. **Financial Implications**

1. That in case a student recommended by the Second Party is granted admission and the student concerned pays the complete fee as decided by the First Party. In that case First Party is liable to pay _____% of the Tuition Fee by the First year to the Second Party.
2. That the commission / incentive payable to the Second Party by the First Party is as and when received basis from the admitted student. That is commission is payable to the second party only when the student pays the full fee of the First semester / First year as the case may be.
3. That the commission/incentive payable to the Second Party by the First Party is only on the Tuition Fee and all other fees such as examination, enrolment, prospectus or any other fee other than Tuition fee is exempted for the purpose of commission payable by the First Party to the Second Party.
4. That the commission is payable via cheque // DD only in favour of the Second Party.

5. That any Government Taxes/levies applicable to this agreement will be applicable to both parties now and in the future.

Duration of this MOU

This agreement is valid for a period of 2 years from the date of signing of this agreement and will automatically expire at the completion of two years from the date of signing of this agreement.

Termination

Both parties are free to terminate this agreement by giving one month's notice to the other in writing and by the way of completion of any payments/accounts due on each other.

Jurisdiction

In case of any dispute arises between the parties, both parties shall try to settle the dispute amicably, in case the dispute cannot be settled amicably and the matter leads to legal remedy, in that case, the jurisdiction of Raipur, Chhattisgarh courts only shall be applicable to both the parties.

IN WITNESS WHEREOF the parties hereto, have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

For and On Behalf of the First partyFor and on behalf of the Second Party

Seal and SignatureSeal and Signature

