

MEMORANDUM OF UNDERSTANDING

Between

SCOUT Edutech PRIVATE LIMITED

And

Arya Group of Colleges

RIICO Industrial Area, Kukas, Jaipur

This MEMBERSHIP AGREEMENT ("AGREEMENT") is made and entered on 18th December 2017 at Arya Group of Colleges, Jaipur, BY AND BETWEEN, **Scout Edutech Private Limited**, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at 2nd Floor, I – Space, Kolte Patil Project, Mumbai Bangalore Highway, Bawdhan, Pune - 411021 (hereinafter referred to as '**Scout**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns **Arya Group of Colleges**, Delhi Road, RICCO Industrial Area, Kukas, Jaipur, Rajasthan, representative organization of all engineering colleges located in Kukas Jaipur, affiliated with Rajasthan Technical University, (hereinafter referred to as '**Arya Group of Colleges**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)


Scout and the **ARYA GROUP OF COLLEGES** are hereinafter referred collectively as "Parties" and individually as "Party".

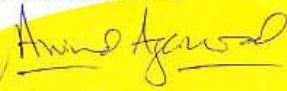
Whereas **Scout** is desirous of providing training to **ARYA GROUP OF COLLEGES**, Jaipur.

And whereas Arya Group of Colleges and Scout agree upon mutually beneficial transaction and desires of expressing the same into writing and hence this MOU

Both Parties agree to the following terms and conditions:

1. This MOU shall be valid from 18th December 2017 as per the Annexures A & B attached for Second and Third Year of Engineering students.
2. Scout agrees to provide training to the students at the premises situated at Jaipur, made available by ARYA GROUP OF COLLEGES.
3. ARYA GROUP OF COLLEGES agrees to provide to Scout facilities like, classrooms &


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other required infrastructure, including but limited to, projector, screen, Internet, Audio, visual facility, flip charts and markers to give training to the students.

4. ARYA GROUP OF COLLEGES will provide all the students of Second and Third year of ARYA Institute of Engineering & Technology & Management, ARYA College of Engineering & Technology and ARYA College of Engineering & Research Centre.
5. Scout agrees to provide the training at all three Campuses, provided as per the classroom strength of the students.
6. The sessions will commence from January 2018 for all the Engineering students of Second and Third year, as per the schedule mutually agreed and provided by ARYA GROUP OF COLLEGES.
7. ARYA GROUP OF COLLEGES shall provide sufficient advance notice to Scout regarding any examination dates, vacation or other holidays when classes will not happen.
8. ARYA GROUP OF COLLEGES /any other person is not allowed to carry out any sort of video recordings of the trainings conducted by the Scout at the premises provided by the Institute without prior written approval.
9. The commercials will be as decided by the parties as per their mutual understanding as per Exhibit A mentioned below. All Payments shall be made by DD/Cheque(s) in favour of "Scout Edutech Pvt. Ltd.". Following will be the schedule of payments:

The details of membership that Institution has agreed to take from Scout are as follows ("Membership"):

Exhibit A

Schedule of Payments	Date	Payment Amount
Beginning of the Training	10 th January 2018	25% of the total amount
After the completion of 50% Training		40% of the total amount
After the completion of 100% Training & Certification		35% of the total amount



Arvind Agnewal

10. ARYA GROUP OF COLLEGES may receive information proprietary to 'Scout' and vice versa (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by ARYA GROUP OF COLLEGES/Scout from third parties without accompanying secrecy obligations; (c) is already in ARYA GROUP OF COLLEGES/ Scout possession and was lawfully received from sources other than Scout and Institute or (d) is independently developed by Institute/Scout. The two bodies understand and acknowledge that the Confidential Information is valuable and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the ARYA GROUP OF COLLEGES/Scout for the benefit of others.
11. All information or correspondence including information shared with or exchanged by Scout or the ARYA GROUP OF COLLEGES or any of its employees, agents, officers, directors and contractors in connection with this MOU including all course materials, training content & methodologies, classroom & trainer notes, assessment tests etc, will be the sole and absolute property of joint venture of Scout and ARYA GROUP OF COLLEGES including intellectual property and proprietary rights.
12. Either Party shall not use logos, trademark, trade name or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party.
13. ARYA GROUP OF COLLEGES agree and confirm that during the term of this engagement and for a minimum period of six (06) months after termination or expiration for any reason of this agreement, shall not engage, directly or indirectly, or assist any other party in hiring any person employed or hired as an employee by Scout, who is directly or indirectly associated with the project.
14. Either Party shall ensure that nothing is done or omitted to be done by them which may affect the reputation of other Party or its intellectual property.
15. The Parties hereto agree that they are independent contractors. Nothing contained herein shall construe either Party as an agent, legal representative, partner, subsidiary or employee of the other.
16. Each party shall be at liberty to terminate this MOU while stating the valid reason with a written notice period of 90 (ninety) days / (3) months to the other party without any compensation and seeking legal redress.



17. All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this MOU whether during its term or after expiry thereof or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to the sole arbitration of a mutually agreed person, whose decision and award shall be final and binding between the Parties. The venue of arbitration shall be Pune, Maharashtra or Jaipur, Rajasthan.
18. Committee by ARYA GROUP OF COLLEGES and SCOUT jointly will take decision and in any manner, it will not go to court at any point of time by either of the parties.
19. Both the parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.
20. Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.
21. This MOU may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties. In witness, whereof, both parties put their hard seal on the day, month and year herein mentioned.
22. Scout & Arya Group of Colleges will evolve a mechanism of feedback from students on mutually agreed milestone of coverage of course.
23. Scout will be responsible for quality training and getting the filling of feedback form
24. Scout will create ID and Password of enrolled students and will provide access for online tools and exam on regular basis.



25. Minimum of 5 company placement opportunity will be provided to enrolled students.

26. Scout will provide 1 full time coordinator to conduct the CRT training in a better way.

For Scout Edutech Pvt. Ltd.	For ARYA GROUP OF COLLEGES
Name: Mr. Sumeet Dey  (Authorized Signatory)	Name: Dr. Arvind Agarwal  (Authorized Signatory)
Designation :- Chief Executive Officer	Designation:- Chairman – Arya Group of Colleges