

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN G.N.Khalsa College, Mumbai AND SIMCOM, Mumbai  
FOR TRANSFER OF ONLINE COURSES AND ALL THE RIGHTS  
THEREOF**

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 14<sup>th</sup> DAY August Two Thousand and Twenty-Three by and between

**G.N.Khalsa College, Mumbai, THE FIRST PARTY** represented herein by its Researcher /Authorised Representative.

**AND**

**SIMCOM, Mumbai, THE SECOND PARTY** represented herein by its Authorised Representative.

**PURPOSE OF MOU**

- In particular, this MOU is intended to: -

In Connection with Research Study in the topic "A Comparative Analysis of Learning Engagement in College Students: Traditional vs. e-Content Based Approaches: -

1. Transfer online courses and all the rights of those courses from the Second Party to the First Party
2. Provide access to online courses and course materials to the students and faculty of the First Party



*Anita*  
**VICE-PRINCIPAL**  
G. N. KHALSA COLLEGE  
MATUNGA, MUMBAI - 400 019

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1

**CO-OPERATION**

1.1 Both parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

1.2 The co-operation between First Party and Second Party will facilitate effective utilization of the online courses and course materials provided by the Second Party, keeping in mind the needs of the First Party.

Clause 2

**SCOPE OF THE MOU**

2.1 Both parties agree to transfer online courses and all the rights of those courses from the Second Party to the First Party. The online courses are:

- Master in GST
- Master in Procure to Pay
- Master in Order to Cash

2.2 The Second Party will provide access to online contents and course materials for above mentioned courses to the students and faculty of the First Party. These courses are to be hosted on Google Classroom platform. The Second Party will also provide technical support and guidance for accessing and using the online courses and course materials.

2.3 The First Party will use the online courses and course materials for educational and training purposes only.

2.4 The First Party will acknowledge the source and ownership of the online courses and course materials in any publication or presentation that uses or refers to them.

2.5 The First Party will provide feedback and suggestions to the Second Party on the quality, relevance and effectiveness of the online courses and course materials.



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2.6 The parties will collaborate on curriculum development, assessment and evaluation of online courses. The parties will also explore opportunities for joint research, innovation and publication related to online courses.

### Clause 3

#### DURATION AND TERMINATION OF THE MOU

3.1 This MOU shall come into effect from the date of signing by both parties and shall remain valid until & unless terminated earlier by mutual consent or by giving 3 months' notice in writing by either party.

3.2 This MOU may be amended or modified by mutual consent of both parties in writing.

3.3 This MOU shall terminate automatically upon expiry of its term or upon breach of any terms or conditions by either party.

### Clause 4

#### DISPUTE RESOLUTION

4.1 Any dispute arising out of or in connection with this MOU shall be settled amicably by mutual consultation and negotiation between the parties.

4.2 If the dispute cannot be resolved by mutual consultation and negotiation within 30 days, then the parties shall refer the dispute to arbitration by a sole arbitrator appointed by mutual consent of both parties. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration shall be held in Mumbai, Maharashtra, India and the language of arbitration shall be English. The award of the arbitrator shall be final and binding on both parties.

### Clause 5

#### MISCELLANEOUS

5.1 This MOU is made in good faith and in the spirit of co-operation and mutual benefit.

5.2 This MOU is subject to the laws of India and the jurisdiction of the courts of Mumbai, Maharashtra, India.

5.3 Total Consideration payable to Second Party for online courses as mentioned above, is Rs.95,000 (Ninety-Five Thousand only). Within 7 working days after



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payment to Second Party, the second Party shall complete all the necessary transfers of data/ files to the First Party.

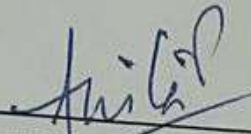
5.4 For better management of placement of students, the Second Party will provide a web portal free of cost to the First Party. This web portal can be used for a period of 1 year from the date of this MOU without any extra cost.

5.5 Against Invoice Number 8/23-24, payment has been already released & this MOU is in force with immediate effect.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date and place mentioned above.

**G.N.Khalsa College, Mumbai**

Signature: \_\_\_\_\_



Name:

**VICE-PRINCIPAL**

**G. N. KHALSA COLLEGE**

Designation:

**MATUNGA, MUMBAI - 400 019**

Date:

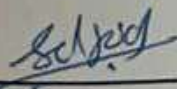
14<sup>th</sup> August 2023

Place:

Khalsa College, Mumbai-19

**For SIMCOM**

Signature: \_\_\_\_\_



Name:

Saurabh D. Jug

Designation:

C.E.O.

Date:

16/8/2023

Place:

Mumbai