



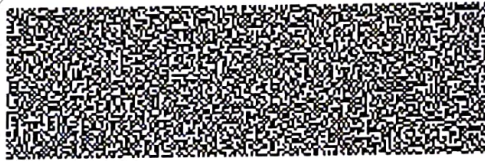
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

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Certificate Issued Date : 19-Jul-2019 12:53 PM
Account Reference : NONACC (FI)/ kaksfcl08/ KARWAR4/ KA-KW
Unique Doc. Reference : SUBIN-KAKAKSFCL0837999180892669R
Purchased by : KANARA WELFARE TRUST ANKOLA SHRI S P KAMAT
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : KANARA WELFARE TRUST ANKOLA SHRI S P KAMAT
Second Party : PRIME CAREER TAKEOFF PVT LTD RAGHAVENDRA HEGDE
Stamp Duty Paid By : KANARA WELFARE TRUST ANKOLA SHRI S P KAMAT
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

Memorandum of Understanding

THIS AGREEMENT is made and executed on this 19th Day of July Two Thousand Nineteen at Karwar, Uttarkannada.

BETWEEN:

Kanara Welfare Trust
Gokhale Centenary College Campus
National Highway-17

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sheltestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

Ankola, Uttar Kannada
Karnataka – 581314
Work: +91 8388 230493
Email: kwtankola@gmail.com

Shri S. P. Kamat
Chairman, Kanara Welfare Trust

Hereinafter referred to as the “**First Party**” (which expression shall, unless repugnant to the subject or context, mean and include their successors, assigns, executors, administrators, Employees or any one claiming through or under him or them).

And

Prime Career Takeoff Private Limited
#10, 3rd Floor, Sumukha Towers, Outer Ring Road,
Ittamadu, BSK III Stage, Bengaluru - 560 085
Email: contact@careertakeoffprime.com
Phone: 9730033195, 8884318331
www.careertakeoffprime.com
CA.Raghavendra Hegde, Director

Hereinafter referred to as the “**Second Party**” (which expression shall, unless repugnant to the subject or context, mean and include its successors, assigns, executors, administrators, employees or any one claiming through or under it).

PREMABLE:

WHEREAS, Kanara Welfare Trust is a Pioneer in Education with a network of 45 institutions in Uttar Kannada District. It has been working for the cause of education and social upliftment for the last six decades.

WHEREAS the Second Party is engaged in providing Most in Demand skills and building successful career for Students and aspiring individuals.

WHEREAS, second party approached first party in the month of May 2019 with a proposal to set up Carer Takeoff Skill Lab for providing skill based training to students at the premise of Divekar College of Commerce NH 66, Kodibag, Karwar-581303, which is one of institutions managed by first party starting from May 02, 2019.

WHEREAS, First Party has agreed and invested in setting up CT Skill Lab at Karwar.

WHEREAS both parties have mutually discussed and negotiated the terms and conditions upon which the first party has granted the permission and agreed to share the premise of Skill Lab and other required facilities at the college premise mentioned above. And therefore, the both parties desire to reduce in writing the terms of the understanding in this regard and accordingly this agreement.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Objectives

- To provide Most in Demand and Employability skills to students and career aspirants closing the skill gaps between Education and Employment.
- To create a permanent platform that enables individuals to measure, learn and develop their skills for career placement and transition.
- To Skill, Upskill, Reskill and provide Corporate with diverse and job ready qualified talents by building Employable Talent Pool in Uttar Kannada District.
- To partner and transform Education Institutions under Kanara Welfare Trust as the Centre of Future Ready Skills.
- To build entire career and Skills Ecosystem within the network of Institutions in the Uttar Kannada District.

2. SCOPE

2.1. Training Program: The second party in consultation with first party shall offer numerous skill based training programs including CA Foundation, Career Bridge Program and on the Job Training for students of both first Party institutions and outside. The programs and scope can be enhanced in future on mutual agreement.

3. First PARTY REPRESENTATION AND WARRANTIES

THE FIRST PARTY HEREBY AGREES, REPRESENTS, WARRANTS AND UNDERTAKES, TO AND FOR THE BENEFIT OF THE SECOND PARTY, ON THE DATE OF EXECUTION OF THIS MOU IN CONSIDERATION AND COVENANTS OF THE SECOND PARTY AND FOR THE TERM HEREOF, THAT:

3.1 The First Party, shall provide the following facilities for running the skill-based training programs.

- Fully Equipped Skill Lab
- Additional Class Room with seating arrangement of 50 students on an as needed basis
- Access to computer lab for limited hours on an as needed basis
- A workstation for two staff of second party on an as needed basis to facilitate registration and related activities.

The rooms will have a basic amenity such as electricity, water, etc., suitable and ready for delivering the training courses and other activities throughout the year in conjunction with scope of the MOU. The allocated space should not be changed during the agreement period.

3.2 The First Party would support and extend help to promote training programs through its existing established network.

3.3 The First Party shall nominate a coordinator as a point of contact (POC) for Second Party for proper operation of MoU.

- 3.4 The First party shall allow students from outside to attend training programs during the training hours. The First party shall also allow the trainers, mentors and corporate guests of second party entering into their premise for delivering the agreed skill programs.
- 3.5 The First Party confirms that Second Party can erect a few signs or name boards related to its training programs with prior consent.
- 3.6 The First Party shall treat CT as a training partner for achieving the above-mentioned objectives.
- 3.7 It shall regularly pay the consideration as per terms mentioned in Article 5.

4. SECOND PARTY REPRESENTATION AND WARRANTIES

The Second Party hereby agrees, represents, warrants, acknowledges and undertakes, to and for the benefit of the First Party, on the date of execution of this MOU and for the Term hereof, that:

- 4.1 The second party shall utilize its best Trainers, Domain experts and resources to design and deliver various programs within the overall scope of MoU and align with objectives and interests of The INSTITUTION of the First party.
- 4.2 It shall observe, abide by and fulfil each of its obligations and covenants set forth herein.
- 4.3 It shall not do or permit to be done on the institution premise of the First Party any activities, which may be contrary to any Applicable Law and to the provision of this MOU.
- 4.4 It shall (i) keep and maintain the Class room in good condition at all times as is basis during the training and (ii) shall ensure that the other class room free from disturbance at all times.
- 4.5 On expiry of the Term or early termination of this MOUs, the Second party shall surrender to the First Party all the use rights and clear all the dues due to him/her till day in accordance with the Article 4 of this MOUs.
- 4.6 **Compliance with Laws of India:** The Second Party undertakes that it will comply with the all the laws and regulations including on environmental protection, security and regulations on fire, explosion prevention and fire extinguishment and also the rules and regulations of the Institute of the First Party.
- 4.7 During the Term of this MOU, the second party shall not take or cause any action or engage in any activities that will interfere with the main activity of the institution;
- 4.8 During the Term of this MOU, the Second Party shall not be entitled to sub-lease or create any other transfer of rights to other party.
- 4.9 It shall meet all its obligations for the running or announced batches even in the event of termination.

5. Consideration

In consideration of the Second Party's delivering skill programs, consideration is payable to the Second party by First party in the manner below.

5.1 Eighty percent of total training fees collected from the students and working professionals in each batch will be paid to the Second Party as per the following terms.

- 50% of amount due to the Second Party will be payable within 5 working days from the date of amount received from students and professionals.
- 25% of amount due is payable immediately after 60 days from the program start date.
- Balance 25% amount is payable immediately after 120 days from the program start date.

5.2 The payment mentioned above are full and final and no other consideration will be paid whatsoever.

5.3 Payment Terms: Payment will be made on prorated basis within 7 working days after receiving payment from enrolled students by way of electronic transfer to the bank account given by the Second party.

6. TERMINATION

The Cooperation under this MOU is expected to be for a period of five years. However, either of the parties can seek termination thereof with a prior notice of 6 months in the event of any default or non-performance from other.

It is further made it clear that even in the event of termination, the parties would be under obligation to complete respective courses initiated during or prior to the termination period.

7. INDEMNITY

7.1 The First Party will indemnify and hold harmless the Second Party for any litigations or damages claimed by third party against the First Party due to any breach, non-observance or non-performance by the First Party of any of its obligations under this MOU or any other agreements or those required under the Applicable Law in relation to the premise or institution. The first party is not being liable for discharging any financial or training commitments made by the Second party.

7.2 The Second Party will indemnify and hold harmless the First Party for any litigations or damages claimed by third party against the Second Party due to any breach, non-observance or non-performance by the First Party of any of its obligations under this MOU or any other agreements or those required under the Applicable Law in relation to his/her company or trust.

8. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this MOU be resolved amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other Party in writing. If after amicable settlement procedure as provided above, the Parties have failed to resolve any or all disputes arising out of or in connection with this MOU, such disputes shall be finally resolved by the Sole Arbitrator appointed mutually.

9. Partial Invalidity: If any term of this Agreement shall be invalid or unenforceable, the remainder shall be valid as written to the fullest extent permitted by law.

10. **Governing Law.** This MOU shall be interpreted and governed by the laws of India.

11. This MOU may not be modified except in writing signed and acknowledged by both parties.

12. Heirs and Assignees. This Agreement shall be binding on the heirs, assignees and the successors, administrators, in interest of the Both parties.

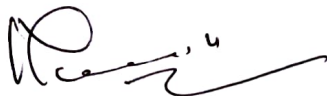
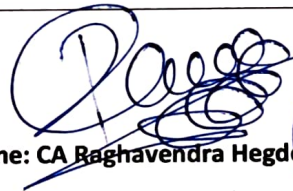
13. Confidentiality and Exchange of Information

13.1 Without prejudice to any of the rights of the parties to this MOU, all non-public information (including the terms of this MOU) and in particular, any information provided by either Party to the other or which is identified by the disclosing Party, in writing, as confidential or proprietary information, shall be treated in a confidential manner and shall not be disclosed to any third party without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld. Receiving Party will ensure that employees and other persons, are duly informed of the confidential nature of such information, and shall be directed by Receiving Party to treat such information confidentially.

13.2 The First Party agrees and confirms that all Intellectual Training Material and copy rights shall at all time vest in and remain with and belong to the second party.

13.3 In the interest of mutual benefits and training success, both the parties will share business information on regular basis via email given above and act in an open manner promoting transparency.

IN WITNESS WHEREOF, First Party and Second Party hereby execute and agree to the terms and conditions of this MOU on the date first set out above.

Signed for and on behalf of the First Party	Signed for and on behalf of the Second Party
 Name: Shri S. P. Kamat Designation: The Chairman	 Name: CA Raghavendra Hegde Designation: Co Founder & Director

Witnesses: **CHAIRMAN**
KANARA WELFARE TRUST

Name: Dr. Keshava K. G.

Address: Principal, Director

Occupation: College of Commerce

Karwar
PRINCIPAL

Kanara Welfare Trust's
Divekar College of Commerce
KARWAR - 581 301

Name: Monica N

Address: #10/1, Itimadu
Manjunath nagar

Occupation: Associate