

Memorandum of Understanding

Between

Dayanand Education Society Latur , Maharashtra India.

1. **Dayanand College of Arts**
2. **Dayanand Science college**
3. **Dayanand College of Commerce**
4. **Dayanand College of Law**
5. **Dayanand College of Architecture**
6. **Dayanand College of Pharmacy**
7. **Dayanand Institute of Pharmacy**

&

a) **Astral Education Limited** (in association with Queens University
Belfast)

28 Canterbury Street , Belfast

BT7 1LB

Northern Ireland United Kingdom.

b) **Felix-ITS**

3, Ideal Chambers 2nd Floor

Ideal Colony , Paud Road

Pune 411038

This memorandum of understanding , henceforth be called as MOU made on
this day 07/01/ 2023.

Dayanand Education Society is an organisation of Higher Education incorporated in Latur, Maharashtra, India. The registered Address is Dayanand Education Society, Barshi Road, 413512 and shall include its lawful representatives and permitted assigns of the second part;

AND

Astral Education Limited, incorporated in Belfast Northern Ireland United Kingdom, an organisation that delivers education services to Higher academic institutions and individuals, whose address is 28 Canterbury Street Belfast BT7 1LB.

and

Felix-ITS a pioneering organisation that imparts IT training whose address is 3, Ideal Chambers, 2nd Floor, Ideal Colony, Paud Road Pune -38 and shall include its lawful representatives and permitted assigns of the first part;

Dayanand Education Society hereinafter referred to singularly as a Party 1 and Astral Education Limited & Felix-ITS hereinafter referred as Party 2

WHEREAS

- A. The Party 1 and Party 2 are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

Dayanand Education Society and Astral Education Limited and Felix-ITS have reached an understanding as follows:

1. OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each party's country, will endeavour to strengthen, promote and develop co-operation between the Parties

on the basis of equality and mutual benefit. It will jointly establish a ‘**Centre for Excellence**’. The aim of this centre is to develop and deliver Skills, training and placement of the students.

2. AREAS OF CO-OPERATION

2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:

a) Establishing the centre of Excellence and developing it .

Party 1 will offer

- Infrastructure when necessary.
- Promotions of the programmes and admissions.
- Fee collection
- General Administration

Party 2 will offer

- Promotions
- Recruitment and remuneration of the trainers
- Designing and developing curriculum
- Career counselling
- Placement assistance

2.1 Party 2 will deliver online training from India and United Kingdom

2.2 For the purpose of implementing the co-operation in respect of any area in sub-Clause 2.1 the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

3. FINANCIAL ARRANGEMENTS

3.1 Party 1 will have 30% of the revenue and Party 2 will have 70% of the Revenue generated.

3.2 The fee will be decided by Party 2 and Party 1 with mutual consent and Party 1 will enrol the students for courses and collect the fees .

4. CONFIDENTIALITY

4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.

4.2 For purposes of this MoU, “confidential information” means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. EFFECT OF MoU

This MoU serves only as a record of the Parties' intentions and does not constitute, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

6. ENTRY INTO EFFECT AND DURATION

6.1 This MoU will come into effect on the date of signing and will remain in effect for a period of 5 (five) years.

6.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

7. REVISION, VARIATION AND AMENDMENT

7.1 Any Party may request in writing a revision, variation or amendment of this MoU.

7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

8. SUPERVENING EVENTS

8.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

8.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

9. SETTLEMENT OF DISPUTES

Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels without reference to any third party or international tribunal.

10. COMPETENT AUTHORITIES

The authorities responsible for the fulfilment of this MoU are the president/secretary of Dayanand Education Society and the Directors of Astral Education Limited and Directors of Felix-ITS

11. NOTICES

11.1 Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail of Dayanand Education Society or Astral Education Limited or Felix IT Systems, as the case may be, shown below or to other such address or electronic mail address as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address which is duly acknowledged:

11.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

11.3 This MoU may be signed in counterparts. All counterparts constitute the one MoU when taken together. An electronic copy of a signed counterpart with an email from the signatory party confirming that it is a copy of the original signed counterpart shall have the same legal force and effect as the original signed counterpart.

The foregoing record represents the understandings reached between Dayanand Education Society and Astral Education Limited and Felix-ITS upon the matters referred to therein.

Signed for and on behalf of

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1) Dayanand Education Society

a) Astral Education Limited

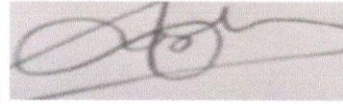
Name : *Laxmiraman Lahoti*

Name : Aishwarya Patil

Sign:



Sign:



Date :

12/01/23

Date : 07/01/2023

Designation:

President

Designation: Director

Name : *Ramesh Bixani*

Signed for and on behalf of

b) Felix-ITS

Sign:



Name : Leeladhar Warke

Date :

12/1/2023

Sign:



Date : 07/01/2023

Designation:

Secretary

Designation: Director