

भारतीय गैर न्यायिक

बीस रुपये

रु.20

भारत

Rs.20

TWENTY  
RUPEES

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

03AC 767698

தமிழ்நாடு

எண்

நாள்

21/12/2021

LEARNEASY.ORG

Thuckalay

எஸ். சுப்பிரமணியன்  
முத்திரைத்தாள் விற்பனைமாளர்  
தக்கலை  
உரிமம் எண் 18/1997

Ref. No.: LE2021/MOU/06

21<sup>th</sup> December 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on **21-12-2021**

Between

**Learn Easy – Edu Tech Services (learneasy.org)** a company duly organized and existing under the laws of India having its registered office a no of the building JRD Complex, Opp. Court Complex, Old Bus Stand, Thuckalay, Kanyakumari, Tamilnadu India – 629 175 herein referred as 'FIRDT PARTY'.

And

**Holy Cross College (Autonomous)**, an Arts & Science College Affiliated to Manonmaniam Sundaranar University – Tirunelveli located in Nagercoil, Kanniyakumari District – 629 004, Tamil Nadu, South India herein referred to as 'SECOND PARTY'.

For the purpose of achieving the various aims and objectives relating to the development of learners and teaching community. First party and second party are collectively referred to herein as the 'parties.

## **1. Focus Area**

### **1.1. Aim**

The aim of the collaboration project and its aligned exploitation activities is to learn and adapt with rapid technological change and to withstand the increasing global competition.

### **1.2. Purpose**

The purpose of the MOU is to provide the framework for any future binding, regarding the development of the learner and teaching community through Online Courses, Online Classes, Webinar, Workshop, Training, and Internship programs.

## **2. Role & Responsibility Structure**

### **2.1. Role of the INSTITUTION**

- a) The INSTITUTION shall provide courses based on the criteria of First Party course design.
- b) The INSTITUTION shall provide a workable space/ room with basic amenities for the staff of recording & related activities for successful outcome of joint activities.
- c) The INSTITUTION shall help to market the courses to the students.
- d) The INSTITUTION shall coordinate for conducting Online classes, Online Courses, Webinar, Workshop, Training, and Internship.
- e) The INSTITUTION shall nominate a coordinator as a point of contact (POC) for ASSOCIATE for proper operation of MOU.

#### **2.1.1. Role of the ASSOCIATE**

- a) The ASSOCIATE shall work with First Party staff in creation of courses.
- b) The ASSOCIATE would be in-charge of faculties in the INSTITUTION in providing courses, attendance, allotments with the INSTITUTION.
- c) The ASSOCIATE shall schedule date and time for recordings and documentations.
- d) The ASSOCIATE shall also guide and support the students for proper execution in the INSTITUTION.

## **2.2. Role of the First Party(learneasy.org)**

- a) First Party shall be responsible for arrangements of Content preparation, Camera, Lightings, Video Shoot, Video Editing, Faculties essentials for handling, training, Uploading content in First Party platform.
- b) First Party shall be responsible for informing updates, student forum, transcription, and subtitles for courses.
- c) First Party shall be responsible for organising events and other programs.

## **2.3. Joint Responsibilities**

- a) Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
- b) Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.
- c) Technical workshops/ promotional workshops within the scope of the MoU.
- d) Assessment of the courses shall be carried out jointly by both the parties.

Second Party shall create awareness amongst its students for promotion of the activity especially Online Course, Online Classes, Internship Program, Trainings, Webinars and Workshops.

## **3. Payment Terms**

The course's payment will differ based on individual courses based on the proposal and confirmed by the college. The courses will be available online and payments can be made after each program.

## **4. Validation & Termination Period of this MOU.**

**One year** from the date of signing of MOU, unless renewed on mutually agreed terms and conditions for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

## **5. Certification**

Upon completion of any program, First Part and Second Party will jointly certify the students after the successful completion of the course/program.

## **6. Relationship**

This MOU relates solely to the intention of the parties, wherein First Party and Second Party jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country.

## **7. Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

## **8. Limitation of Liability**

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

## **9. Confidential and Proprietary Information**

"Confidential Information" is all information in whatever form or mode of communication, (in writing, orally or by objects), which are disclosed by a First Party to Second Party either directly or indirectly are explicitly marked as "confidential. The second party shall disclose First party confidential information only to the second party employees for a legitimate reason to know the same and shall inform each employee receiving the confidential information for the confidential nature of the same and Second party obligations hereunder.

## **10. Governing Law**

The agreement shall be governed by Indian Law.

## **11. Assignment**

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

## 12. Arbitration

**12.1** All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

**12.2** Any party shall give a written notice to another party of an existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of second party and Partner, first party or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such an amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

## 13. Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

## 14. Notices

17.1. Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by e - mail and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to First Party [learneasy.org](http://learneasy.org).

Reg. Office Address:

College Address:

**Learn Easy - Edu Tech Services ([learneasy.org](http://learneasy.org))**

**Holy Cross College (Autonomous)**

First Floor, JRD Complex,

Nagercoil, Kanyakumari District,

Opp. Court Complex,

Tamil Nadu, South India - 629 004.

Old Bus Stand, Thuckalay,

Kanyakumari, Tamilnadu, India - 629 175

17.2. Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

## 15. Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representatives of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives.

**Learn Easy - Edu Tech Services (Learneasy.org)**

**Holy Cross College (Autonomous)**

Name: Jeni C-S

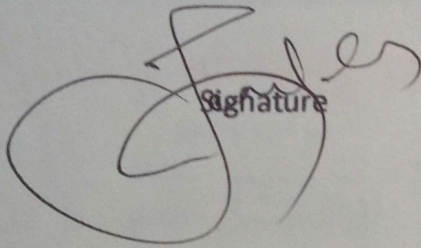
Name: P. S. Sahayaselvi

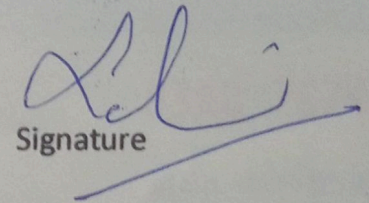
Designation: Founder & MD

Designation: President

Date: 21/12/2021

Date: 21/12/2021

  
Signature

  
Signature

The President,  
Holy Cross Innovation and Incubation Centre,  
(Pre-incubation Centre)  
Holy Cross College Campus,  
Reeh Nagar, Nagercoil - 629 004.