



उत्तर प्रदेश UTTAR PRADESH

CW 544193

Memorandum of Understanding

Between

Integral University

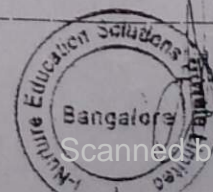
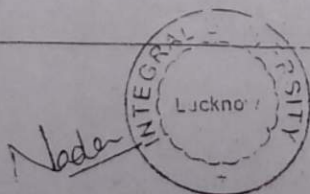
Campus: Dasauli, Kursi Road, Lucknow – 226026 (U.P.) India

And

iNurture Education Solutions Pvt. Ltd

Niton Compound, No. 11/4, Block B 1, Palace Road, Bangalore 560052, Karnataka

HEAD
Department of Commerce & Business Management
Integral University, Lucknow



This Memorandum of Understanding is made on this 22nd day of January 2016 between

INTEGRAL UNIVERSITY, having their campus at, Dasauli, Kursi Road, Lucknow – 226026 (U.P.) India, represented by its Director Planning & Research. Prof (Dr.) Syed Nadeem Akhtar, as the First Party (hereinafter referred to as “I U” or the “First Party”)

And

iNURTURE EDUCATION SOLUTIONS PVT. LTD., having its registered office at Niton Compound, No. 11/4, Block B 1, Palace Road, Bangalore 560052, Karnataka, represented by its Managing Director, Shri Ashwin Ajila (hereinafter referred to as **iNurture Education Solutions Pvt. Ltd** or the “Second Party”).

WHEREAS Integral University, is established under U.P. State Act no 9 of 2004 & approved by University Grants Commission (UGC). The University has its own unique culture of inclusiveness, diversity, persona & intellectual integrity and value-based education. The curriculum has a strong focus on individual growth and the development of essential tools to make a mark in the corporate world and in the field of Technology. It maintains a high standard of education and continuously strives to create a learning & friendly environment.

The campus possesses a fully equipped facility with sufficient classrooms & infrastructure to handle the additional responsibilities required under this MOU.

WHEREAS iNurture Education Solutions Pvt. Ltd, Bangalore, Karnataka is a registered company and has developed expertise in design & delivery of innovative, industry relevant job-oriented undergraduate & postgraduate programs through Universities and Autonomous Institutions in the fields of Animation and VFX , Information Technology, Mobile Applications, Marketing Leadership and Innovation & Financial Services and Analytics which are being successfully conducted in various Universities across India since 2005.

iNurture has the expertise, curriculum, courseware and study material and has approached Integral University for setting up the education programs within the latter's campus.

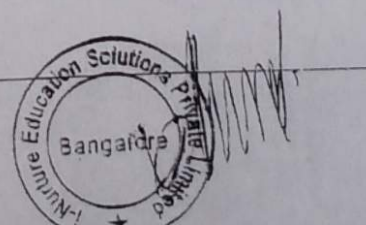
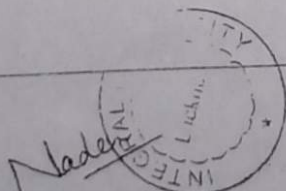
IU has agreed to iNurture that it intends to provide suitable and sufficient class rooms and Computer Lab & infrastructure to impart the educational programs developed and designed by iNurture and approved by the University, to prospective students.

1. Proposed Programs

- o Proposed Programs listed in Annexure 1.

Both parties herby have agreed to associate together and the parties have agreed on the following terms for cooperation.

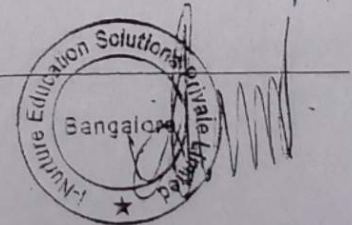
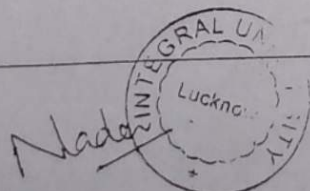

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THE FOLLOWING OUTLINES THE RESPONSIBILITIES OF BOTH THE PARTIES

2. Responsibilities of FIRST PARTY (INTEGRAL UNIVERSITY)

- 2.1 First Party shall be responsible for providing all infrastructure facilities necessary for the conduct of the programs. Such facilities will be mutually agreed and include classrooms with projectors, library, computer labs equipped with computer systems, IT devices (Hardware and software required for specific courses) and access to other support facilities including printers, scanners and multimedia equipment, facsimile and internet facilities, faculty staff room, cabins for course coordinators, admission process administrators and counselor's room, rest rooms and such other facilities that may be necessary for delivery of the programs.
- 2.2 It shall be the responsibility of the First Party to accept applications for admission of enrolled students and process their applications. The eligibility criteria for students to be admitted to the program are set out in **annexure 2**. First Party shall be responsible for collecting the admission fees and the applicable tuition fees and providing fee receipts to the enrolled students acknowledging the payment for such fees.
- 2.3 Shall after receipt of the processed applications and fees, finalize the admissions as per rules and inform the registration/enrollment numbers of the students to Second Party.
- 2.4 Shall issue identity cards to all admitted students
- 2.5 Shall share prescribed percentage of fees as mentioned in clause number 6, from the tuition fees received from the enrolled students with Second Party as decided, within 15 days of the receipt of the fees from the student.
- 2.6 Shall provide Second Party with detailed operational guidelines (written / printed) arising out of this agreement to be followed by Second Party for the implementation of the programs.
- 2.7 Shall bear the basic operational charges such as upkeep of class rooms, electricity, water charges and any tax liabilities etc.
- 2.8 Shall keep the First Party's website updated on information on the program offered jointly with Second Party from time to time. Such information shall be updated from time to time to reflect any changes in the programs offered.
- 2.9 Shall appoint / depute a responsible person as coordinator to ensure proper functioning of the unit set up to conduct the program covered under this MOU. The coordinator will also serve as one point contact for Second Party as far as working of the said unit is concerned.
- 2.10 The staff of First Party shall not tamper with the course materials either by way of modification, servicing or otherwise manipulating the mechanism in any way or for any reason whatsoever. The appointment under this agreement does not entitle First Party, to any right or interest over the intellectual property of Second Party. It shall be the responsibility of First Party, to ensure that none of its employee's agents or representatives causes any infringement of the rights of Second Party.
- 2.11 The registered copyright owners of the course materials have suitable agreement with Second Party.

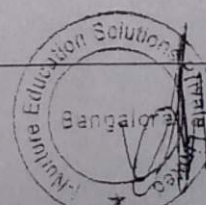


Party and the operation of this Agreement shall not operate to confer on First Party, any right, title or interest over the said material, and any supplements and additional materials ~~that~~ may be supplied to First Party, the said course materials shall be given over to only the students who are duly registered in the course/subject.

- 2.12 If any Admission notification and advertisement for all of the existing programs of the University, including a mention of the programs under this collaboration is published by the First Party, after ensuring that they are in conformity with the course. If any such advertisements are released by the First Party, the cost of such Advertisement will be borne by the First Party.

3. Responsibilities of SECOND PARTY (iNURTURE EDUCATION SOLUTIONS PVT. LTD)

- 3.1 Second Party will be responsible for student acquisition, marketing, program design, development, course content, course execution and course up gradation in consultation with the First Party and approved by the Board of Studies and other bodies as per the University's existing rules.
- 3.2 Second Party will be responsible for faculty recruitment along with First Party as per the University Grants Commission (UGC) & AICTE norms. The appointment of such faculty shall be governed by terms set out in Annexure 4 (for financial terms)
- 3.3 The academic delivery will be controlled and monitored by Second Party as per the guidelines of the First Party and the faculty and guest lecturers shall be bound by the administrative directions, control and policy of the First Party.
- 3.4 Second Party Shall provide faculty with suitable training, education, skills, experience and other qualifications to deliver the programs and shall be responsible for the costs of training of the faculty.
- 3.5 Shall be responsible for providing appropriate learning materials to students through iNurtures's Learning Management System (LMS).
- 3.6 Shall follow the course curriculum approved by the Board of Studies (BOS) instituted by the First Party
- 3.7 Shall be responsible for completion of both theory and practical training sessions of the course within the prescribed period for which admissions have been made.
- 3.8 Shall provide all possible assistance to First Party for the conduct of examination
- 3.9 Shall assist in internal assessment of students, evaluate assignments and project reports and assess students' through the faculty under the given guide lines of the First Party and maintain appropriate record of the same. All expenses towards the same will borne by the Second Party.
- 3.10 Shall be responsible for providing placement opportunities for students who successfully



complete the program.

- 3.11 Shall be responsible to provide industry campus interaction, talk by industry guest speakers. All expenses towards organizing the session will borne by the Second Party
- 3.12 The prospectus containing all relevant information required by the applicant, along with the admission form shall be printed by Second Party at their cost, after consent from First Party with regards to its contents. The prospectus shall be sold and sale proceeds so realized shall be retained by Second Party.
- 3.13 Shall prepare publicity materials of the programs to be launched and display them in different media after ensuring that they are in conformity with the program. Such publicity materials should prominently display the name of the First Party and its logo, such advertisement materials must be approved by first party, prior to its publication.
- 3.14 Specific Admission notification and advertisement related only to the courses under this collaboration if published, after ensuring that they are in conformity with the University's Standards. The cost of such Advertisement will be borne by the Second Party.
- 3.15 Shall ensure adherence to quality standards prescribed by First Party and follow all the norms & procedures as set by the First Party.
- 3.16 Shall keep its website continually updated regarding the programs offered under this MOU.
- 3.17 Shall be responsible for admissions, marketing, course material development & distribution to students.
- 3.18 The Second Party realizes that the students being admitted under this Agreement will be regular and bonafide students of the First Party and the Second Party is therefore obliged to ensure that no action/inaction on its behalf should cause a loss of reputation or embarrassment to the First Party.

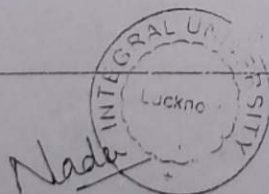
4. JOINT RESPONSIBILITIES:

MARKETING RESPONSIBILITIES AND EXPENDITURE:

- a. First Party, in consultation with the Second Party, shall include the programs launched under this MOU in its regular Advertisements. If any such advertisements are released, the cost of such Advertisement will be borne by First Party.
- b. The second party will at its own cost take care of Awareness & Direct Marketing campaigns for marketing of the programs listed in **annexure 1**.
- c. The cost of specific admission notifications and advertisements related only to the programs under this collaboration will be borne by the Second Party. The notifications and advertisement shall be in conformity with the Partner University Standards.

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5. FEE STRUCTURE:

The tuition fee per student per year / semester will be prescribed jointly by First Party and Second Party and will be mentioned in Annexure 3

6. REVENUE SHARE & Payments: Revenue will be shared in the following ratio :

- For the Teaching, Infrastructure & other services rendered, Integral University will get 40% of the Tuition fees
- The Faculty members recruited under this collaboration will be paid by the first Party from the Balance 60% of the Tuition fees
- For the training and placement services rendered, INurture will get the balance amount left after deducting the 40% share of the first party & the salaries of the faculty.
- The First Party will collect the fees from the admitted students for the list of programs as given in the annexure 1, and will pay the Second Party its share (as per clause no. 2/ 2.5)

7. ADMISSION CYCLE

Admission cycle will be as per the Institute norms. INurture marketing team will interact with the University and finalize the admission time lines.

- Annexure No 1, 2, 3 and 4 on list of programs, eligibility, fee structure and faculty appointment and payment, as appended to this document will be considered as part of the MOU.

9. EVALUATION:

Examinations shall be of semester exams. All the final exams shall be of credit based. The examination fee will be fixed by the Registrar controller of examination in consultation with Second Party from time to time through the University notification.

10. DURATION OF THE AGREEMENT:

- This Agreement shall remain valid and binding upon both the parties for a period of 5 years, effective from the date on which it is signed. It may however be renewed if both parties are agreeable to the same. In the event of renewal, apart from signing of a fresh agreement fresh financial term shall be agreed to by mutual consent.
- If in any case, if either Party decide against further renewal of this agreement, after expiry of this agreement it shall be the responsibility of both First Party and Second Party to see that the students already studying (at the time of expiry of the agreement) shall continue and complete the course as per provisions of this agreement and for this purpose, the agreement shall be operative.



11. TERMINATION OF AGREEMENT:

The parties shall be entitled to terminate this agreement by mutual agreement

Either party shall be entitled to terminate this agreement in case of material breach by both parties of any of its obligations or representations and warranties under this agreement which remains un-remedied for a period of 45 working days. Additionally, either party may terminate the agreement by giving one year of notice if the performance is not found to be satisfactory. In case of Termination of the agreement, both parties shall execute their responsibilities as agreed in clause 10 (b).

12. LIABILITIES:

Both the parties, without any assurance from each other in respect of any minimum level of profits or return on investment has independently decided to enter into this agreement after evaluating the prospects and shall not raise any claim, charge etc. in case the targets and/or return on their investment is not achieved for any reason whatsoever.

13. ARBITRATION:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultation and by written consent by the parties to the Agreement. In case settlement is not arrived at, the dispute will come under the purview and provisions of Indian Arbitration and Conciliation Act 1996 of Government of India and the area of jurisdiction will be preferably at Lucknow

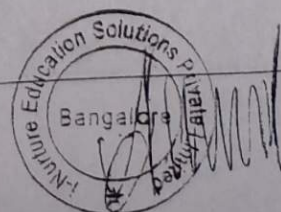
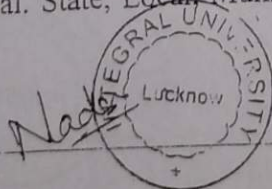
The term First Party and the Second Party aforementioned unless repugnant to the context shall mean and include their successors in office, authorized representatives and assignees etc.

14. JURISDICTION:

In the event of any disputes between the parties no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful, preferably in the courts at Lucknow.

15. FORCE MAJEURE

- a) Notwithstanding herein before mentioned, this Agreement shall be deemed to have been suspended for the period during which and to the extent to which either Party hereto is prevented, hindered or delayed from performing any part of this contract by reason and any cause or circumstances of Force Majeure and which cannot be overcome by diligence and such affected party shall be excused from such performance to the extent that it was necessarily of events, such a happening or event shall include, but not be limited to Acts of God, any restriction, regulation, order, acts of omission or operation by any central, State, Local, Municipal or any other authority concerned, wars, fire, explosion



etc. The Parties hereto recognize that the policy in relation to prohibition of any Central, State, Local, Municipal or any other authority concerned has a vital bearing on the ability of either of the Parties hereto in fulfillment of its obligations mentioned in the Agreement.

- b) Neither Party shall be liable to compensate any loss, damage or delay caused by war, riots, civil, lock-outs, labor trouble or infrastructural deficiency, commotion, any other cause or contingencies beyond the reasonable control which prevents or delays it in performing any obligation incurred under or arising out of this Agreement.

16. AMENDMENT TO THE MOU

During the operation of the MOU, circumstances may arise which may call for amendment/alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU.

17. NOTICES

Any notice or other communication under or in connection with this agreement shall be in writing, in English and shall be transmitted by facsimile, e-mail or recognized courier service addressed to the intended recipients under this agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and Agreement between the Parties with respect to the subject matter and supersedes any prior oral or written agreements, representation, arrangements, understandings or communication. Any amendment hereto will be in writing and signed by both the parties.

Having gone through each and every condition of this MOU and having understood it clearly both parties affix their signatures below as attesting to this deed on this day of 22nd January 2016.

For Integral University

For iNurture Education Solutions Pvt. Ltd.

Nader

Name: - Dr. Syed Nadeem Akhtar
Designation: - Director Planning & Research

Date: 22 - JAN - 2016

Seal



[Signature]
Name: - Shri. Ashwin Ajila
Designation: - Managing Director

Date:

Seal



Witness 1:-

Deepak Singh
Signature: -

Name: - Dr. Deepak Singh

Designation: - Associate Professor



Witness 1:-

Srinivas Shinde
Signature:-

Name: - Mr. Srinivas Shinde

Designation: - Vice-President

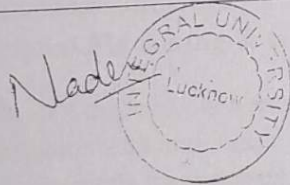


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Integral University, Lucknow
18/06/24

Annexure 1

PROPOSED LIST OF PROGRAMS

Sl. No.	Under Graduate Programs
	B. Tech - CS (Dual Specialization)
1.	Cloud Technologies & Information Security.
2.	Mobile Applications & Information Security
	BBA
3.	Financial Services with (CMA certification optional)
4.	International Business
	Post Graduate Programs
	MBA
5.	Business Analytics
6.	Digital Marketing & e-Commerce



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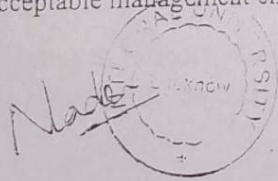
18/06/2021

Annexure – 2

Eligibility for Admission

ELIGIBILITY:

1. **B. Tech CS Cloud Technologies & Information Security**
2. **B. Tech CS Mobile Applications & Information Security**
 - A pass in the 10+2 examination (Pre-University Board Examination) with Physics, Chemistry & Mathematics, that is recognized by any State Board / Central Board (with a minimum aggregate of 50% marks).
 - The student should have the fundamental knowledge in computers and programming
3. **BBA Financial Services with (CMA certification optional)**
 - The minimum qualification required to apply is a pass in the 10+2 examination in Science or Commerce or Arts from PUC / ISC / CBSE or equivalent board or a course recognized as equivalent thereto by the University
4. **BBA International Business**
 - 10 + 2 in any stream or equivalent or Govt. approved three year diploma
5. **MBA Business Analytics**
6. **MBA Digital Marketing & e-Commerce**
 - Bachelor's degree from a recognized university or equivalent with a minimum 50% Aggregate marks and a high score in GMAT/CAT/XAT/MAT/ATMA/CMAT/AAT or any other acceptable management entrance examination



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18/02/2021

Annexure - 3

Proposed Tuition fee structure per year for programs under this collaboration:

SL. No	Under Graduate Programs	Targeted Yearly Tuition Fees
	B. TECH - CS (dual specialization)	
1.	Cloud Technologies & Information Security	(add)
2.	Mobile Applications & Information Security	(add)
	B B A	
3.	Financial Services with (CMA certification optional)	1,00,000
4.	International Business	1,00,000
	Post Graduate Programs	
	MBA	
5.	Business Analytics	2,50,000
6.	Digital Marketing & e-Commerce	2,50,000

- Fees will be mutually decided within 15 days from the date of signing of the MOU (The above mentioned fee is the fee payable in the first year of admission to the University, and includes similar components as that for other regular courses already being offered).
- Course Matrix, Syllabus & Infrastructure requirements for the above courses will be shared by Signature Technical Heads with the University Board of Studies on a mutually agreed date.

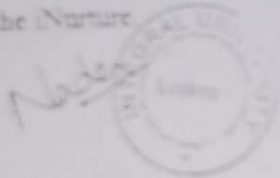


Signature of Technical Head
18/06/2021

Annexure - 4

Faculty Recruitment and Imbursement

- o iNuture will be solely responsible for the appointment, training and termination of the Staff as per the HR policies of iNuture.
- o iNuture shall be responsible for the remuneration of the non teaching staff as per the HR policies of the iNuture.



Department of Curriculum and Quality Management
18/06/2021