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TAMIL NADU

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AALIM MUHAMMED SALEGH
COLLEGE OF ENGINEERING

S. YANNYA PERUMAL
STAMP VENDOR
No: 156/2A, BHARATHI SALAI,
ROYAPETTAH, CHENNAI-600 014.
TAMILNADU LC. No: 2773/94

MEMORANDUM OF UNDERSTANDING

This Training Agreement ("Agreement") is made as of Saturday, October 12th, 2019 by and between Mosook Training Academy & Consultants PVT LTD, having its office at 2nd Floor, Sindhur plaza, No:42, Montieth Road, Egmore, Chennai – 600 008, India, (hereinafter referred to as "Mosook") and, Aalim Muhammed Salegh Group of Educational Institutions, Muthapudupet, IAF-Avadi, Chennai-600055, TamilNadu campus (hereinafter referred to as "AMS Group").

WHEREAS:

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SECRETARY
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1. AMS is providing Professional Courses which includes Engineering Degrees and Diploma in Engineering.
2. Mosook Training Academy & Consultants PVT LTD provides training in IT Infrastructure Management, Software Testing, Medical Coding, Medical Billing, AR Follow-up, English Skills Training (E-Talk), International Call Centre Training, Soft skills Training etc. which are components of the IT & ITES Industries.
3. The parties desire to enter into this Agreement for the purposes of setting forth the terms and conditions under which Mosook Training Academy & Consultants PVT LTD will provide training to the students of AMS.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Engagement of Mosook.** Mosook will train such students of AMS as will enroll for the course on Certificate Course in IT Infrastructure Management Training (hereinafter referred to as "CITIM") at the AMS premises.
2. **Requirements.** The Engineering College will make available classroom, desks, Mike, LCD Projector etc.. on the identified dates for the purpose of training.

3. **Schedule of Training:** The training will be starting on December 15th, 2019.

Certificate Course in IT Infrastructure Management (CITIM) :

Monday – Wednesday – Friday (or)

Tuesday – Thursday - Saturday

05:00 PM – 07:00 PM – 02 Hrs / day

Total duration would be 60 Hours

4. **Facilities** : Mosook will be training the enrolled students of AMS Group. Mosook will extend its own facility located at Chennai for training.

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5. **Fees (Per student) :**

Certificate in IT Infrastructure Management (CITIM) :

This Program would be offered to students at INR 18000.00 (Eighteen Thousand Rupees) which includes all taxes.

Total fees to be paid by the student to Mosook Training Academy & Consultants PVT LTD is Rs.18000.00

Registration Amount : 8000/- On or before December 12th 2019

Balance : 10000/- Before the III Session of the Course

- (a) Mosook Training Academy & Consultants PVT LTD will collect fees from the students and subsequently pay 5 % of the fees collected to AMS Group Management. In cases of short recovery, Mosook Training Academy & Consultants PVT LTD will not be liable to pay the same to Mosook.
- (b) Mosook Training Academy & Consultants PVT LTD will raise invoice on students and will issue receipts to them for fees collected. In no cases, refund will be issued by Mosook including for any cancellations.
- (c) Mosook reserves its rights to cancel training to all students or those in respect of whom fees are not paid to it by students within 2 days of the scheduled date of payment by the students.

- 6 **Certification.** Mosook will provide certification to students of AMS on the successful completion of the course.

FEE :

Fees paid by student : 18000.00

(Course Fee inclusive of Service Tax)

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- 7 **Term.** Mosook would start the training program with a batch in excess of 25 students. In situations where the number of students is less than 25, then Mosook would not start the training program until the batch size reaches the said number.

The term of this Agreement shall commence October 12th 2019 and shall continue for a period of three (3) years ("initial period") from that date. During this initial period, this contract may be terminated by either party by giving one month's written notice to the other, at the expiry of which period this agreement stands terminated. However, if Enrapt terminates the agreement during the initial period, then it will have to pay the fees for the number of students who are placed, regardless of the number of days the students are employed by Enrapt. At the end of the initial period, the agreement may be renewed by mutual consent and during this extended/renewed period, agreement can be terminated by either party by giving one month's prior written notice to the other.

- 8 **Non-Hire** : AMS agrees that during the term of this Agreement and twelve months after its termination, it will not hire or attempt to hire any employee or independent contractor of Mosook, or Mosook's affiliates or otherwise encourage or attempt to encourage any employee or independent contractor of the Mosook, or Mosook's affiliates, to leave their employ.

9 **General Provisions.**

- 9.1 **Independent Contractor Status.** Each party and its personnel are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, dealership, distributorship or employment relationship between the parties. Each party shall remain responsible for and shall indemnify and hold harmless the other party for the withholding and payment of all taxes now existing or hereafter enacted and attributable to themselves and their respective personnel.

- 9.2 **Assignment.** This Agreement shall be binding upon and enforceable by the parties and their authorized successors and assigns.

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9.3 **Facsimile Counterparts and Notices.** This Agreement may be executed in several counterparts, which together shall constitute the Agreement. A facsimile of an executed counterpart of this Agreement and notices sent according to the provisions of this Agreement (“Notices”) generated in good form from a telecopier machine (as well as a photocopy thereof) shall be treated as “original” documents admissible into evidence provided the sending party remains a documentary record of successful completion of transmission. Notices sent by facsimile shall be deemed effective when transmitted. Notices shall be sent to the parties as follows:

If to Mosook:

Mosook Training Academy & Consultants PVT LTD
2nd floor, Sindhur plaza,
No:42, Montieth Road,
Egmore, Chennai – 600 008.

If to

AMS Group of Educational Institutions

11 **Entire Agreement, Amendment.** This document, the Terms and Conditions, and Statement of Work, which are incorporated by reference as if set forth in full herein, constitute the entire agreement between the parties and supersede all other representations, understandings or communications, whether written or verbal, with respect to the subject matter hereof. Any amendment, modification or waiver of this Agreement, or any part hereof, shall be binding upon the parties only if designated as an amendment to this Agreement and signed by a representative of the parties specifically authorized to execute such binding amendments. Waiver of any provision of this Agreement in one instance shall not preclude future enforcement of it in future situations.

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SECRETARY
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IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

MosookTraining Academy

**AMS Group of Educational
Institutions**

By: _____

By: _____

A. S. Saikumar

S. Segu Jamaludeen

**MAJED FALEH AL BAIJI
President**

**S.Segu Jamaludeen
Secretary & Correspondent**



**S. SEGU JAMALUDEEN
SECRETARY
AALIM MUHAMMED SALEGH TRUST**