

## Memorandum of Understanding

This Agreement is made on 16<sup>th</sup> of February 2022, by and between:

**Anvi Educational Services in association with Institute of Management & Foreign Studies [IMFS] A Unit of K.P. Singh Educational Services Pvt. Ltd.**, a company incorporated under the Companies Act 1956, having its branch office a. A, 4th Floor, Fortune Signature, Survey no 145, Hydernagar Village, (Near JNTU Metro station) Kukatpally, Hyderabad-500085 Telangana., through its Director and Authorised Signatory, **Mr. Ajaya kumar Vemulapati**, hereinafter referred to as "**IMFSHYD**" (which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such agreement) of the **FIRST PART**

**AND**

**K.S.R.M College of Engineering UGC- Autonomous, Kadapa, AP** an institution which is approved by **AICTE** and Affiliated to JNTUA accredited by NAAC represented by Dr.V.S.S.Murthy Principal hereinafter referred to as the "**College**" which expression shall wherever the context so requires or admits, mean and include its successors in interest and permitted assignees of the **OTHER PART**.

**WHEREAS**,IMFSHYD is is a company running an institute for coaching students in various qualifying tests (viz., GRE, GMAT, SAT, TOEFL, IELTS, PTE etc.) required for study in universities abroad in UK, USA, Canada, Germany for undergraduate and graduate programs. IMFSHYD is also running an educational consultancy for recruiting students for higher studies in foreign countries, including guidance for appropriate course and university selection, admissions, visa processing, etc. IMFSHYD also has partnerships with various universities abroad for the purpose of recruitment of students for said universities.IMFSHYD owns or has access to various copyrighted material, proprietary information and a substantial body of technical know-how relating to the university admission processes including the selection of faculty members and other staff, scheduling and administration of education and procedures of examining the standards possessed / attained by students for admission and after. IMFSHYD has over 10 years' experience in the field and also provides unique/ exclusive offerings to students and partners under the brand name and currently has offices in Dadar, Thane, Vile Parle, Hyderabad, Pune, Manipal and Warangal.

**AND WHEREAS**, the College, located at Yerramasupalli C.K Dinne Kadapa desires to impart special training to its students to enhance their skill sets and increase the effectiveness of the students aspiring to study abroad. Further, the College desires to enable them to secure acceptance into Ivy League and such other Universities/Colleges by equipping them with the necessary skill sets to achieve the desired test scores in the GMAT/ GRE/ IELTS/ TOEFL/ PTE and any other required examinations. Furthermore, the College also desires to facilitate the training, counselling and guidance of the Students to meet the pre-requisites and criteria for attaining admission into their university of choice.

**AND WHEREAS**, IMFSHYD has trained and counselled over many students since its inception and facilitated over their admissions in universities in UK, USA, Canada etc.,

**AND WHEREAS**, the College has approached IMFSHYD and has expressed its desire to engage the latter as a consultant on behalf of and at behest of its Students who will undertake various Test Preparatory Coaching Classes for admission into universities abroad and also require counselling and assistance for their applications to such universities (hereinafter referred to as the "**Program**").

**AND WHEREAS**, IMFSHYD has explained the Program structure to the college, which has agreed to start the Program at the college managed by the College i.e. **K.S.R.M College of Engineering UGC- Autonomous, Kadapa, AP.**

Now, thereof, in witness of the understanding herein above and mutual covenants hereinafter the parties agree as follows:

**1. TERM:**

This Agreement shall be effective upon full and free execution of this Agreement by both Parties and shall continue for a period of **5 years** from the date of its execution. The Agreement may be mutually extended by a separate written agreement signed by both parties. Any written agreements altering the terms and/or conditions of this agreement must be reviewed and approved in writing in advance by both Parties.

**2. PROGRAM:**

PROGRAM DESCRIPTION - IMFSHYD shall depute teachers who are specialized in providing GMAT/ GRE/ IELTS/ TOEFL/ PTETest- Prep Coaching Classes.

### 3. OBLIGATIONS OF IMFSHYD

3.1. EXPERIENCE AND EXPERTISE - IMFSHYD shall depute Full Time Teachers, who are trained experts in conducting GMAT/ GRE/ IELTS/ TOEFL/ PTE Test-Prep Coaching Classes to carry out the Program at the College Premises. IMFSHYD shall make all such valid documentation/certification regarding their expertise in the field of conducting the relevant Test Prep Coaching Classes.

3.2. CHANGE IN SCHEDULE – IMFSHYD shall adhere to the Training Schedule at all times. However, in the event any of the classes/sessions need to be re-scheduled due to technical or any other reasons, IMFSHYD shall inform the College at least 1 day in advance regarding the said re-scheduling. IMFSHYD shall ensure that no class/session is cancelled once the Students have convened at the venue.

3.3. ATTENDANCE – IMFSHYD shall submit to the College, a daily Attendance Report of the Students attending each batch/session of the Program.

### 4. CONFIDENTIALITY:

4.1. The College undertakes to keep the provisions of this Agreement, the negotiations leading to this Agreement, the Program Fee as well as the details of the Teachers deputed by IMFSHYD confidential.

4.2. IMFSHYD undertakes to keep all information collected or collated from the Students confidential.

### 5. ANTI-POACHING:

During the term of this Agreement and for a period of 5 years after any termination/expiry of this Agreement, the College shall not, without the prior written consent of IMFSHYD, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by IMFSHYD, including the Teachers deputed by IMFSHYD in pursuance of the Program. This Clause shall survive the Termination and/or Expiry of this Agreement.

### 6. TERMINATION:

Either party to this Agreement may terminate the same by giving the other Party 30 days' written notice sent by the authorised representative of either Party. However, all

the obligations towards the Students shall be discharged respectively by both Parties before termination of this agreement.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused this Agreement to be signed by their duty authorized officers as of the indicated below and to be effective as of the day and year first above written.

**AGREED, ACCEPTED AND EXECUTED AT** KSRMCE :

**For and on behalf of IMFSHYD**

*K. Subram*

**For and on behalf of KSRMCE**



**WITNESSES:**

- [Signature]*
- [Signature]*

**Dated:** *16-02-2022*