

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) records the understanding arrived on this <u>22<sup>nd</sup></u> day of <u>August</u> 2022;

#### BY AND BETWEEN

SI-UK a Private Limited Company bearing official name of United Knowledge Education Consultants Private Limited, registered under The Companies Act, 1956 having its registered office at H.No. 6-3-1090/C, Ground Floor R.K. Plaza, RAL BHAVAN ROAD, SOMAJIGUDA, HYDERABAD, TS-500082 represented by ABDUS SAMEE, MANAGER-BUSINESS DEVELOPMENT (hereinafter called as "SI-UK"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the one Part;

#### AND

ANWARUL ULOOM COLLEGE OF BUSINESS MANAGEMENT College and recognized by (UGC ACT and other affiliations to mention), having its main campus at #11-3-918, NEW MALLEPALLY, HYDERABAD, TS-500001 through its authorized representative, Dr. OSMAN BIN SALAM, PRINCIPAL, (Hereinafter referred to as "Anwarul Uloom College of Business Management"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the other part;

The Parties to this MoU hereinafter shall be jointly referred to as 'the Parties' and individually as 'the Party'.

WHEREAS SI-UK is entering into this MoU with Anwarul Uloom College of Business Management on non-exclusive basis.



## 1. Objective of MoU:

WHEREAS SI-UK is an internationally acclaimed organization, having it's84 global offices located in 40 different countries including India, Japan, UK, Thailand, Turkey, Nigeria, Hong Kong, Qatar, China, Canada, and Iran, It is the only organization in India to work as an admission partner of 150+ UK Universities including University College London (UCL), King's College London, Warwick, Bristol, Nottingham, Queen Mary, Lancaster, Liverpool, Leeds, Durham, Newcastle, Sussex, Southampton, Loughborough, Exeter, Sheffield etc. and organizations such as the British Council and other government and private organizations related to the education sector.

And WHEREAS Since 2006, SI-UK has helped thousands of students to join UK universities, secure scholarships and ace the English exams. They continue to support students from their initial enquiries to their arrival in the UK as well as throughout their life at university, an endeavor is taken to provide opportunities of higher education to students of Anwarul Uloom College of Business Management as a part of their collaborating activities and with an aim to provide a platform to the students of (Anwarul Uloom College of Business Management) to continue their higher studies in foreign Universities, giving them necessary support for preparation of entrance, collaborating is SI-UK issues, visa related scholarship and College of Business Management, where students of Anwarul Uloom Anwarul Uloom College of Business Management will be benefitted by the projects of SI-UK.

## 2. Obligations:

Both the organizations acknowledge the fact that non contractual relationship has been created out of the MoU and they agree to work in unison towards their respective goals and targets to make this collaboration a success and thereby exemplify the spirit of transparency and responsibility.

## 3. Cooperation in view of this Collaboration:

The roles for both the parties would be:

Role of SI-UK:

- SI-UK will be bringing faculty members from the Top UK universities to conduct guest lectures, seminars and interactive workshops at Anwarul Uloom College of Business Management on a regular basis.
- SI-UK will Organize large scale exclusive UK University Counseling Days for Anwarul Uloom College of Business Management, among other exciting events.
- SI-UK will help students of Anwarul Uloom College of Business Management, to apply through UCAS, Oxbridge premium service and consequently help them prepare for an interview and secure admission and scholarships from UK Universities.
- 4. SI-UK can facilitate and develop a program jointly with Anwarul Uloom College of Business Management: "STUDY EXPLORE PROGRAM-UK" Anwarul Uloom College of Business Management students during summer break for a week. This will include visits to the Top UK and Scotland Universities, like Cambridge, Oxford, UCL, etc., interactions with students, faculty members, campus visits, excursions of London and nearby cities, visits to the famous companies, etc. Such programs can be jointly designed by both organizations on mutually benefitted conditions at reduced costs to also benefit students directly.
- 5. SI-UK will design short certificate modules jointly with our esteemed UK Partner Universities for holding regular interactions with Anwarul Uloom College of Business Management students like Psychometric tests, Management quizzes, Hackathons, Employability skill enhancement sessions. Etc.
- 6. SI-UK will facilitate arranging post-arrival services to the students from SI-UK London and Manchester offices such as arranging accommodation for students, opening the UK bank account, assisting them for part-time jobs, career counselling post-course completion, student visa assistance, and keeping parents up to date with the latest status of the student.

# 4. Role of the ANWARUL ULOOM COLLEGE OF BUSINESS MANAGEMENT:

- Ensuring to provide a platform for the students to be part of the programs of SI-UK and will intimate about the benefits that the organization can provide.
- Encourage students to join the programs conducted by SI-UK and give them permission to attend events and classes during the weekends.
- The Anwarul Uloom College of Business Management shall provide platforms
  to SI-UK to organize academic programs, seminar/webinars, various other
  activities for students of Anwarul Uloom College of Business Management.

#### Financials:

SI-UK will be responsible for its own costs and expenses involved in its efforts to negotiate, conclude and fulfil its obligation under this MoU. Notwithstanding anything to the contrary contained herein, SI-UK shall render entire of its services under this MoU on pro bono basis i.e., without charging or seeking reimbursement of any payment, fee, charges whatsoever from the interns or Anwarul Uloom College of Business Management

#### Use of LOGO/ Name:

Permission is given to both the parties to use the official marks of the other party specifically the institutional name and/ or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided that the party using the official marks of the other party shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.

# Arbitration and jurisdiction:

In case of any dispute between the parties in respect to any of the terms in this MoU, the parties undertake to settle the same by issuing a notice within 15 days from the date of the issue becoming known to either party. In case no such settlement is arrived at after mutual negotiations, the matter may be resolved by arbitration and shall be governed by the provisions of the Arbitration and Conciliation Act 1996 subject to any statutory modification, amendment or re-enactment, from time to time. The seat of arbitration shall be New Delhi. The expense of such arbitration shall be borne in accordance with the judgment of the arbitrator, provided that each Party hereto shall bear its own expenses and attorney's fees in connection with the arbitration.

The language of arbitration shall be English only. Any award rendered by arbitration shall be final and binding upon the Parties hereto and shall be enforceable in any court of competent jurisdiction. This MOU shall be interpreted, construed, and enforced in accordance with Indian Law. Subject to above, wherever juridical intervention is possible, the Parties agree that courts in New Delhi will have exclusive jurisdiction.

#### MoU effective date:

This Memorandum of Understanding shall be effective from the date of signing by both parties.

#### Term of MoU:

This MoU, unless extended by mutual written MOU of the parties, shall expire automatically 5 years effective from date of signatures. This MoU may be amended or terminated earlier by mutual written understanding of the parties at any time. However, no such early termination of this MoU, whether mutual or unilateral, shall affect the current obligations of the parties under the MoU. Notwithstanding, either party may terminate this MoU after giving 90 days written notice to the other party. However, SI-UK shall be at liberty to terminate the MoU forthwith in the event of any breach of confidentiality.

#### INDEMNITY

The Anwarul Uloom College of Business Management hereby indemnifies and shall keep indemnified and harmless, SI-UK and its partners, officers and employees from and against all and any claims, demands, losses, damages and expenses and proceedings whatsoever, arising from or on account of the implementation or performance of this MOU or arising from any breach or non-compliance of any applicable law or terms of this MOU by the Anwarul Uloom College of Business Management or any of its Associates engaged/ deputed by the Anwarul Uloom College of Business Management, or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not. Written certification by the SI-UK as to any such loss or damage sustained shall be final and binding on the Anwarul Uloom College of Business Management.

In no event shall SI-UK be liable to the **Anwarul Uloom College of Business Management** for any incidental, indirect, remote special, consequential, or punitive damages, loss of goodwill or business profits, regardless of the nature of the claim, even if such Party knew or should have known of the possibility of such damages or claims.

#### **MISCELLANEOUS**

- a. Waiver: No covenant or condition of this MOU can be waived except by thewritten consent of the Parties. Any failure of the Parties to require strict performance bythe other Party or any waiver by the Parties of any terms, covenants or MOUherein shall not be construed as a waiver of any other breach of the same or of any otherterm, covenant or MOU herein.
- b. Severability: In the event any portion of this MOU shall be determined to be invalid under any applicable law, such provision shall be deemed void and theremainder of this MOU shall continue in full force and effect.
- c. Governing Law: This MOU shall be construed, interpreted and enforced inaccordance with the laws of the India and the courts at New Delhi, India shall have the exclusive jurisdiction.
- d. Entire MOU: This MOU, together with any schedules hereto, constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except by written MOU signed by the parties.
- e. Binding Effect: Subject to the specific provisions of this MOU, this MOU shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- f. Time: Time is of the essence of this MOU.
- g. Counterparts: This MOU may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
- h. Neither Party shall be entitled to assign or delegate the MOU or any of its obligations mentioned herein without the prior written consent of the other Party.
- i. This MOU contains the entire agreement between the Parties with respect to the subject matter dealt with under this MOU, and supersedes all prior agreement, understandings, representations, undertaking or negotiation, between the Parties with respect to such subject matter.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY AND DATE FIRST ABOVE WRITTEN:

FOR SI-UK:

Signature:

Name: Mr. Abdus Samee

Designation: Manager-Business Development

Date: 22-08-2022



FOR Anwarul Uloom College of Business Management:

Signature:

Name: Dr. Osman Bin Salam

Designation: Principal

Date: 22-08-2022

