

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and executed on this  
16th August 2017

**BETWEEN**

**Bitstep Training Academy**, as per registered address D40, 7th main Road,  
Perumalpuram, Tirunelveli, hereinafter referred to as the "Service  
Provider".

**AND**

**Wavoo Wajeetha Women's College Of Arts & Science**, Tiruchendur  
road, Kayalpatnam-628204, Thoothukudi District,  
Tamil Nadu 627012 Represented by its **Chairman**, hereinafter  
referred as "Client".

For Bitstep Training Academy

  
Managing Partner

Service Provider



Client

**PRESIDENT**

**WAVOO WAJEEHA WOMEN'S COLLEGE  
OF ARTS & SCIENCE  
Tiruchendur Road, Kayalpatnam - 628 204.**

The Service provider and Client shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns.

The service provider is in the business of Training, Project Support in the field of **Soft Skills and Language Training** for more than a decade.

WHEREAS, The Service Provider is setting up Training Programs for which it has approached the Client to provide facilities on a mutually beneficial basis;

WHEREAS, The Client has expressed its interest in running the Training Programs at its premises and is committed to working towards making it a success; and

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

## 1. SERVICES PROVIDED

In order to meet the increasing demand of technical students, the Service Provider has come out with a proactive program to share its knowledge with the students at the Client's location. The Service Provider has agreed to manage and run the training Program effectively and successfully at the Client's premises.

## 2. GENERAL TERMS OF SERVICE

- a. The Service Provider will manage and run courses on Soft Skill the Client's premises for a period of **40 hours** as per the details furnished below.



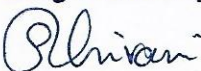
S.No	Audience	Program on	Proposed for
1	STUDENTS	Communication Skill	Training and Assessment

- b. All correspondence between the Service Provider and the Client will be done in writing. The Client will nominate an authorized person who will be the figurehead for all future correspondence.
- c. A program schedule will be provided by the Service Provider to the Client within 7 days of signing of this agreement. This schedule will be designed in close coordination with the Client's authorized person.
- d. All items related to course schedule, fee and payment schedule are present in **Annexure A** of this document.

### 3. OBLIGATIONS OF THE SERVICE PROVIDER

4. The Service Provider will run courses by their Authorized and well-trained personnel at the Client's premises. All resources required in terms of course delivery, trainers, content required, hands-on training materials and courseware will be brought in by the Service Provider

For Bitstep Training Academy

  
Managing Partner

Service Provider

Client

## 5. OBLIGATIONS OF THE CLIENT

- a. The Client shall also provide the necessary infrastructure required for the program. These include necessary classrooms, computer labs with necessary software, projectors and other reasonable infrastructure required for the commencement of the course itself.
- b. The Client will undertake all measures towards effective collection of fees for the program conducted by the Service Provider, details of fee structure are documented in **Annexure A**.
- c. The Client will settle the payment to the Service Provider as per the terms and conditions agreed mutually without any delay till the contract is over.

## 6. TERM OF THE CONTRACT

The Service Agreement will be valid for a term of **Six Months** from the date of signing of this agreement and can be extended on mutual consent.

## 7. TERMINATION BY THE CLIENT

Client may terminate this agreement by giving the Service Provider a three month written notice without citing any reason.

For Bitstep Training Academy

  
Managing Partner

Service Provider

Client



## 8. TERMINATION BY THE SERVICE PROVIDER

Service Provider may terminate this agreement and stop acting for the Client if;

- a. The Client doesn't comply with the agreement; or
- b. Service Provider forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or

## 9. MUTUAL SUPPORT AND COOPERATION

Both the Service Provider and the Client agree that they will take all steps reasonably necessary, at their own expense, to;

- a. To designate key individuals to perform its obligations here under.
- b. The conduct periodic meetings of all such key individuals and others as necessary.
- c. To fully cooperate with all reasonable requests for assistance.

The parties will make diligent efforts through their respective key individuals to identify the causes of any problems in the services and to make adjustments, in an equitable manner, in order to address and resolve such problems.

## 10. NON DISCLOSURE

The Client undertakes not to disclose or allow to be disclosed or copy or allow to be copied any material, collateral, training guides, books or manuals, strategies, etc., provided by the Service Provider to any other third party or institutions.

For Bitstep Training Academy

  
Service Provider  
Managing Partner

Client

## 11. NON SOLICITATION

The Service Provider and the Client recognize that their individual employees, consultants and other resource personnel are invaluable assets for the respective organizations and undertake that they will not recruit, attempt to recruit, employ or offer any work or consulting to any employee, consultant or resource person from each other's organizations either directly or indirectly during the MOU period for a period of a year after the termination of the MOU.

## 12. NOTICES

All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon by the respective parties as follows:

a) On behalf of Service Provider

b) On Behalf of Client

Name and Address of the Person to  
be given

Name and Address of the Person to  
be given

For Bitstep Training Academy

*Shivani*  
Managing Partner

Signature/ Seal

Signature/ Seal

Name: *Shivani R.*

Name:

Designation: *Managing Partner*

Designation:



The program(s) will be conducted during the working hours or weekends at college Campus itself as per the schedule agreed mutually.

**Course Fees:-**

S.No	Program	No. Of Participants	Cost/ Head (Rs.)
01.	Communication Skill	One batch (Min 50 - max 60 Nos)	Rs. 600/-

**\*Training will be provided to the student as customized to their level.**

**Note:**

The Course fee shall be paid as per the following schedules:-

- The Course fee shall be paid in three installments.
- The First payment - 30% of the total course fee shall be paid in advance. (5.7.2017) *First month*
- The Second payment - 30% of the total course fee shall be paid at the end of first month (28.7.2017) *Second*
- The final payment - 40% of the total course fee shall be paid on at the middle of ~~third month~~. (20.9.2017) *end of the course period*

For Bitstep Training Academy

*Shivani*  
Managing Partner

Service Provider

Client