

Memorandum of Understanding

BULLs EYE

(208, United Arcade, Opp. BYK College, College Road, Nasik, Nashik, Maharashtra
422005
, Maharashtra, India)

This Collaboration of **BULLs EYE with ACBCS** is made on , by and
between:

Ashoka Center for Business And Computer Studies

(Plot No. 585/2, 169-172, Nandanvan Estate, Near Chandsi Village,
Anandwalli, Gangapur Road, Nashik, Maharashtra 422013, India
(here in after referred as “**ACBCS**”).

AND

BULLs EYE

ACBCS and BULLS EYE shall be hereinafter be collectively referred to as
“**Parties**” and individually as “**Party**”

WHEREAS

- A. ACBCS are committed and determined to redefine the cause of excellence in Education and implement it through accelerated need based practical oriented process with holistic approach to empower learner for self exploration to become a responsible global citizen with deep rooted ethos of Indian culture and tradition.”
- B. **BULLs**, Nasik provides training to teachers and expert fraternity to enhance the Teaching challenges & expertise.
- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

1. **Scope**

- 1.1 The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between **ACBCS** and **Bulls Eye** in the area of Teachers’ Collaboration and training.

2 Co-ordination

2.1 ACBCS and **Bulls Eye** will establish a **“Core Consulting & Supportive building block”** Both the Parties shall ensure that the **“Core Consulting Team”** comprises of appropriate personnel to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.

2.2 ACBCS shall be represented by its designated member (Assistant Professor) from ACBCS as and when necessary;

2.3 The Parties hereby acknowledge and agree that **“Core Consulting Team”** will meet at least once in three months (every quarter) to ensure successful implementation and measuring of teachers’ collaboration and conducting workshop for teachers and students to build strong relationship of education and concept clearing. Date can be agreed mutually.

3. Responsibilities of ACBCS.

- a. To provide infrastructural support for executing collaboration programs and training. The workshop form global community, welcoming people from every discipline of education who seek deeper insights of the learning challenges.
- b. To provide technical support and expert staff to collate the ideas of both party and put into common mutual goal paradox.
- a. To provide sufficient participants and internal staff for their sessions.
- c. Utilize the expertise pool provided by Bulls Eye and their professional team in generating and suggesting productive teaching & learning styles with classroom dynamics.

- e. If required **bulls eye will conduct one day workshop and informative session in our campus** to collaborate the teachers and various experts to execute the following activities:
- Round Table Discussion on latest teaching practices.
 - Teaching to teenagers is a big stumbling block
 - Teacher's passion and generosity towards adopting teaching challenges
 - Igniting student's thinking ability and start developing self seekers for innovation or creator
 - Curriculum advancement with their fundamental study
 - Changing Corporate and Industrial need
 - Enhancement of Teaching Learning Practices
 - Lack of Teaching Aid with less teaching learning opportunities
 - Global advancement & Competition
 - Teaching Commercialization
 - E learning
 - Group dynamics & tutorial learning etc

5. **Responsibilities of Bulls Eye**

- a. To provide academic experts and Teachers to support and conduct activities to fulfill collaboration.
- b. To train ACBCS faculties to impart innovative teaching practices and knowledge to the students.
- c. Provide ACBCS with teachers/experts pool and brain storm with various teaching perspectives and their usefulness.
- d. To collect the informative ideas from external fraternity and collate with our

common objective.

6. **Joint responsibilities of ACBCS and Bulls Eye**

ACBCS and Bulls Eye jointly agree:

- a. To closely work together to bring Workshop/Training opportunities for Faculty. Two workshops and 1 FDP's of two days in one year will be supported by **Bulls Eye**, and accommodation of the trainers will be taken care by college.
- b. In case of additional funding required to develop expertise on consulting, ACBCS and **Bulls Eye** to put up joint project proposal for funding by govt. or any other agencies.
- c. To work towards success of projects and relationship fostering.

7. **Terms and Termination**

- a. This shall come in to effect from 12th July 2015, and shall remain in effect for a period of five years, unless terminated earlier by the Parties. On mutual agreement after a period of five years, MOU can be further extended.
- b. Either Party shall have the right to terminate this MOU by giving thirty (30) days prior written notice to the other Party.

8. **Confidentiality**

7.1 Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MOU or any information obtained by either Party in performance of or in connection with this MOU. The Parties agree to take all reasonable measures to maintain the confidentiality of all such Confidential Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

7.2 The obligations of confidentiality shall come into effect upon the signing of this MOU and shall survive even after the termination of this MOU.

8. Commercials

The commercials for each consulting opportunity will be discussed and agreed upon by both parties on a case to case basis.

9. Intellectual Property Rights:

9.1 This policy assures that the intellectual property arising from the research conducted as a part of this agreement is used in the best interest of both parties.

9.2 Both Parties shall retain their respective rights with respect to any equipment's, methodologies, tools and technologies provided hereunder for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

10. Liability

10.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATEVER AND HOWEVER CAUSED WHETHER ARISING UNDER STATUTE, CONTRACT AND TORT OR OTHERWISE THIS MOU.

10.2 BOTH PARTIES SHALL BE LIABLE FOR DIRECT, LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATEVER AND HOWEVER CAUSED WHETHER ARISING UNDER STATUTE, CONTRACT AND TORT OR OTHERWISE THIS MOU.

11. Arbitration

11.1. In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion

11.2. . In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time.

11.3. The Parties agree shall mutually endeavor to appoint a single arbitrator from ACBCS , within a period of thirty (30) days. The appointed arbitrator will be referred for resolution. The arbitration proceedings will hold at Nashik and only Nashik court will have Jurisdiction to resolve the matter.

12. **Governing Law and Jurisdiction.**

12.1 This MOU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to Nashik, India court have Jurisdiction to resolve the matter.

13. **Non Solicitation**

13.1 ACBCS shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of **Bulls Eye**, who is involved in the performance of its obligations under this MOU.

14. **Binding**

14.1 This MOU shall be binding on the Parties.

14.2 The Parties hereby acknowledges that this MOU is confined to the general terms agreed between the Parties for mutual co-operation.

15. **Entire Understanding**

This MOU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written

For

**Bulls Eye Ashoka Center For Business
, NASHIK. And Computer Studies, Nashik**

Signature:.....
.....

Name:
.....

Title : Director

Date :24th July 2017

Signature

Name :

Title : Principal , ACBCS.

Date :24th July 2017