

ONE HUNDRED RUPEES

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एक सय रुपियाँ

Sl. No. B 168853

NON-JUDICIAL

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Agreement

This Agreement has been made and agreed upon between the Parties mentioned below, signed on the 05th day of the month of March, 2020

BETWEEN

EDUWORK International Services Pvt. Ltd.(EWIS) having its head office at No.32,2nd Floor, Grace Arcade,Millers Tank Bund Road,Vasanthnagar, Bengaluru – 560052(hereinafter called "EWIS), represented by its Vice President, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

ICFAI UNIVERSITY SIKKIM, represented by its Vice Chancellor, Dr. Jagannath Patnaik (hereinafter referred to as "Second Party") which expression shall unless repugnant to the context or meaning thereof, include its successor in office, legal representatives and permitted assigns of the SECOND PART

Background and Purpose

ICFAI UNIVERSITY, SIKKIM, since its inception in 2004, has remained steadfast to one central commitment – to provide a balanced comprehensive education in Management Studies, Hospitality and Tourism, Information Technology, Social Sciences and Legal Studies aimed at turning out intellectually enlightened, morally upright, spiritually oriented and socially committed young persons.

Whereas EWIS is company that focuses on Japanese Language and business etiquette Training, works with its industry members and select academic and skill development institutions in Japan to help improve the quality of the employable workforce available in India for Japanese Companies in India or Japan.

EWIS and will hence forth be referred to independently as the 'First Party' and 'Second Party' respectively and collectively as the 'Parties'.

S. Selva J.


VICE CHANCELLOR
ICFAI UNIVERSITY, SIKKIM
GANGTOK

STAMP PAPER/DARBAR PAPER

Date of issue ... 02/03/2020

To Whom Issued :

(a) Name

(a) Address

Nabin Pradhan
Petition Writer & Stamp Vendor
New Market
M. G. Marg, Gangtek

B 168824

Agreement

This Agreement has been made and signed upon between the Parties mentioned below signed on the 02nd day of the month of March, 2020

BETWEEN

SAHYOGI International Services Pvt. (LIMITED) having its head office at No. 52nd Floor, Cross Street, Park Road, West Bengal - 700029 (hereinafter called "SAHYOGI") represented by its Vice President, Mr. Pradip Kumar, who is duly authorized, be deemed to be the authorized signatory and representative of SAHYOGI.

AND

THE UNIVERSITY OF JAPAN, represented by its Vice-Chancellor, Dr. Tetsuo Yamamoto (hereinafter to be called "Party") who is duly authorized, be deemed to be the authorized signatory and representative of the SECOND Party.

Intention and Purpose

SAHYOGI and the UNIVERSITY OF JAPAN have entered into this Agreement for the purpose of providing a platform for the exchange of information, knowledge, and skills between the two parties. The parties have agreed to jointly conduct research and development projects.

This Agreement is made in the English language and the Japanese language and both languages shall be equally valid and shall have the same effect. In the event of any discrepancy between the two versions, the Japanese version shall prevail.

This Agreement shall be deemed to be made in the English language and the Japanese language and both languages shall be equally valid and shall have the same effect.

VICE CHANCELLOR
UNIVERSITY OF JAPAN
GANGTEK

Handwritten signature

THIS AGREEMENT WITNESSED AND THE PARTIES HERETO AGREE TO AS FOLLOWS:

A. Objective

This Agreement is for collaboration to conduct of Japanese Language and business etiquette training from Level N5 to level N1 as part of Japan Career Centre Program (JCC) at Second Party premises for proposed/sponsored trainees.

B. Role & Responsibility of the First Party

1. Interior Design: The First Party will undertake to do the interiors of the exclusive space provided by the Second Party, at the cost of the First Party.
2. Single Point of Contact (SPoC): The First Party will designate a SPOC who will be responsible for the overall training related activities from the First Party.
3. Student Training in Japanese language: The First Party will organise the timely training sessions for the students who are enrolled for JCC. The First Party will issue a course completion certificate to students who have successfully completed the training program.

C. Role and Responsibilities of Second Party

1. The Second party will provide exclusive space where the First Party to conduct Japanese Language training classes.
2. Nodal Officers/Coordinators: The Second Party will designate and recommend a Nodal Officer/ Coordinators at the JCC who will be responsible for overseeing/coordinating the program from Second Party.
3. Payment Schedule to Sector Skill Councils: The Second Party shall make 75% payment on obtaining the order and 25% in completion of the course. The First Party for all the batches for which the First Party shall have given acceptance against requisition and the First Part shall give an acknowledgement of advance payment.
4. The Japanese Training will be started with a minimum batch-size, which is 30 candidates per batch.
5. The cost for an assessment and the subsequent certification will be as per the norms of First Party and currently is at INR. 175/- per hour+ GST after 30% discount.
6. The ratio of revenue share will be 70/30. First party with 70% and Second party with 30% (subject to GST rules).

D. The following process followed for Assessments and Certification will be the responsibility of the Second Party:

1. The First party will allocate trainer/s to train the students in Japanese Language.
2. All candidate details have to be provided on the Excel sheet in the prescribed format relevant to the data necessary for enrolling to JCC.
3. The Second Party will transfer the requisite assessment fees via the prescribed Payment Gateway to the First Party with necessary details collected from the students for which the training and assessment fee is being forwarded.
4. The Second Party will be responsible for providing infrastructure such as classroom, projector, board, etc.

F. Other covenants

1. The use of the name, logo and/or the official emblem of the Parties concerned on any publication, document and/or paper concerning the mission/project under this Agreement is permissible, only post approval in writing, as explicit permission from the Party concerned.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiation/s between the Parties, without reference to any third Party. Any other aspects not covered in this MoU, relevant to this program, and disputes etc arising about

S. Selvaraj

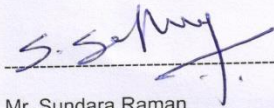
VICE CHANCELLOR
ICFAI UNIVERSITY, SHANMUKH
GANGTOK

any aspect of the MoU shall be settled through mutual consultation and agreement, by the Parties to this MoU. In case a settlement is not arrived at, all disputes or differences arising between the parties in relation to the interpretation, meaning or effect of this agreement, or to any breach thereof and remain unresolved after the intervention of the representatives of the parties, shall be referred to arbitration under the Courts at Bangalore. The arbitration proceedings shall be conducted in English and the venue for the arbitration proceedings shall be Bangalore.

3. This Agreement may be changed at any time by mutual agreement of the Parties concerned in writing. It shall be reviewed three months before the expiry of the 'Agreement' or at a time mutually agreed upon by the Parties concerned for a possible renewal.
4. Any other matter not included in this Agreement which is necessary for the smooth functioning of the mission/project/ scheme shall be finalised between the Second Party and the First Party on mutually agreeable terms and conditions.
5. The Agreement or any part thereof may be amended at any time during its tenure only by the consent, in writing, of the Parties concerned.

Both the Parties have set their hand in the presence of the witness on the 05th day of the month of March, 2020 as mentioned above.

For EduWork International Services (P) Ltd., For ICFAI UNIVERSITY, SIKKIM



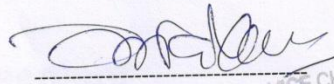
Mr. Sundara Raman

VICE PRESIDENT

Date:



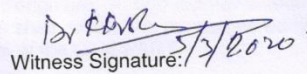
Witness Signature:



Dr. Jagannath Patnaik

VICE CHANCELLOR

Date:



Witness Signature: 5/3/2020

VICE CHANCELLOR
ICFAI UNIVERSITY, SIKKIM
GANGTOK

