

Mangalmay Institute of Engineering & Technology

AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org

Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

DRAFT PARTNERSHIP AGREEMENT

This partnership agreement signed is made and entered in Great Noida U.P India on this First Day of December 2022.

BY AND BETWEEN

D Succeed Learners, A Company incorporated under the Indian Companies Act,1956 and having its Registered office at WZ-O- 98 IST FLOOR, NEW MAHAVIR NAGAR OPP.KANGRA NIKETAN BUS STOP OUTER RING ROAD-26 NEW DELHI represented by its **Director Mr. Kunal Goyal,hereinafter referred to as 'DSL'** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean andinclude its Successors-in- Office, Administrators, Executors, Legal Representatives andPermitted Assigns) as Party of the First Part.

Mangalmay Group of Institutions, located at 9, Knowledge Park-IlGreater Noida (U.P) India is a registered College represented by Mr. Aayush Mangal Vice Chairman having the registered office at 9, Knowledge Park-Il Greater Noida (U.P) India hereinafter referred to as 'MGI' Greater Noida India as Party of the Second Part.

WHEREAS

D Succeed Learners (DSL) has approached Mr. Aayush Mangal Vice Chairman for conducting various online Examinations for leading Global Companies like PSI, Pearson, ETS etc.at 'MGI' Greater Noida India in the said Mr. Aayush Mangal Vice Chairman has agreed the proposal and decided for conducting Online Examinations in its premises.

Purpose of the Agreement:

DSL understands that by contracting with 'MGI' Greater Noida India, it accepts the responsibility toprovide necessary infrastructure to conduct online testing smoothly within 'MGI' Greater Noida India premises. DSL's ultimate aim will be to provide necessary support flawlessly and as timely as possible during the Term of this Agreement.

It is hereby mutually agreed to by and between the parties that:

1. The period of Agreement is for 24 months with effect from 1/12/2022.

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2. Roles and Responsibilities

A. Responsibilities of 'MGI' Greater Noida India

- a. 'MGI' Greater Noida India will provide required Documents and mail ids to accredit college for becoming Academic partners for Microsoft, Cisco, Oracle, EC Council, CompTIA etc.and Testing partner from our different clients such asPSI, Pearson, ETS etc.
- b. 'MGI' Greater Noida India will provide space for making lab to conduct On Line Exams with power back up and Internet Connection.

B. Responsibilities of DSL:

- a. DSL will appoint staff at College premises for smooth running of test centre. Salary for Test Centre staff will be given by DSL.
- **b. DSL** will be responsible for managing whole process includes testing and certification at College premises.
- c. DSL will be bearing all costs related to becoming test centre as well as for all infrastructures made for the test centre.

3. Financial Terms & Conditions / Royalty:

Both the parties have agreed that a minimum amount of Rs.20,000,00/- (Rupees Twenty Lakh INR) will be paid annually by DSL to 'MGI' Greater Noida India and Rs. 5,00,000/- (Rupees Five Lakh INR) as quarterly advance payment.

4. Termination

- a. The term of this agreement will commence on the effective date and will be valid for 24 months after the effective date, however both parties may terminate the contract before 24 months after giving one month's prior written notice to the other parties.
- **b.** This agreement may be renewed if mutually agreed by both the parts on the same or mutually 'agreed terms and conditions for successive periods of twenty four months again, unless terminated earlier as provided in this agreement. Nothing in this agreement shall be interpreted as required either party to renew or extend this agreement.

Kuml - 5/12/22

In Witness Whereof, both the parties here to have executed and delivered their respective hands on the day, month and year first here in above mentioned.

By its Authorized Signatory:

Mr.Kunal Goyal Director, D Succeed Learners. WZ-O- 98, IST FLOOR, NEW MAHAVIR NAGAR, OPP. KANGRABUS STOP, OUTER RING ROAD-26, NEW DELHI, India.

(First Part

Date: 01 December, 2022

By its Authorized Signatory:

Mr. Aayush Mangal, Vice Chairman, 'MGI' Greater Noida, UP, India

(Second Party)

Date: 01 December, 2022.

In presence of the following witnesses:

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