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 Purchased by : BUSINESS INTELLIGENCE LAB
 Description of Document : Article 37 Note or Memorandum
 Description : INSTITUTIONAL PARTNER AGREEMENT
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 (Zero)
 First Party : BUSINESS INTELLIGENCE LAB
 Second Party : ST ALOYSIUS COLLEGE AUTONOMOUS
 Stamp Duty Paid By : BUSINESS INTELLIGENCE LAB
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)
 सत्यमेव जयते



Please write or type below this line

Institutional partner Agreement

Location: Mangaluru

Parties: Business Intelligence Lab (BIL),) 1st Floor Aram Bag (15-20-1208, A R DSouza lane, Bendoorwel Mangaluru 575 002, and St Aloysius College (Autonomous), St Aloysius College Road Kodialbail Post, Mangaluru – 575 003 Karnataka, India.

INSTITUTIONAL PARTNER AGREEMENT

This INSTITUTIONAL PARTNER AGREEMENT ('Agreement') is made and entered into this February 03, 2021, in Mangaluru.

[Signature]

For BUSINESS INTELLIGENCE LAB

Statutory Alert

Proprietor

1. The authenticity of the Stamp certificate should be verified at www.stampcert.gov.in or using any of the links at the details on this Certificate and as available on the website, Mobile App and/or using the QR code.
2. The person checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

[Signature]
Principal

ST ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003

BETWEEN

Business Intelligence Lab (BIL), a sole proprietorship owned by Mr. Rojer K M, S/O Mathew K J, Mundaje P O Dakshina Kannada -574228 having its office 1st Floor Aram Bag (15-20-1208), A R Dosuza lane, Bendoorwel, Mangaluru-575002, signed by Authorized Signatory, Mr Rojer (hereinafter referred to as the "First Party").

AND

St Aloysius College (Autonomous), St Aloysius College Road, Mangaluru 575 003, Managed by Mangalore Jesuit Educational Society (Regd.), St Aloysius College Road, Kodialbail Post, Mangaluru-575003, represented by the Authorized Signatory, Rev. Dr Praveen Martis SJ, Principal, St Aloysius College, Mangaluru, (hereinafter referred to as the "Second Party").

(Hereinafter, "First Party" and "Second Party" shall collectively be referred to as the "Parties" and individually as the "Party".)

- A. The First Party is in the field of imparting training in certificate courses on Business Excel, Tally ERP 9 with GST integration, and other Enterprise Resource Planning (ERP) courses for the students of the Second Party through theoretical and interactive (laboratory) training.
- B. In terms of understanding between the Parties, the Parties herein are executing this Agreement subject to the terms and conditions agreed hereinbelow.

IT IS THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS

In this Agreement, the following words shall have the meaning ascribed hereto in this Agreement:

'Agreement' means this Agreement executed between Parties including all the annexures, schedules, exhibits, and addendums thereof and any amendments made therein from time to time.

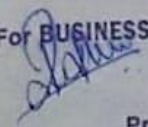
('First Party') refers to the Business Intelligence Lab (BIL).

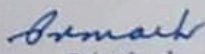
('Second Party') refers to St Aloysius College (Autonomous), St Aloysius College Road, Kodialbail Post, Mangaluru – 575003, Karnataka, India.

'Confidential Information' means and includes the Advisory, Circulars, Notices, Marks, Instructions including other documents, data, materials, content, files, techniques, processes, plans, competitive information, and database information relating to teaching and student material used and generated during and after the completion of the course.

'Course' refers to the certificate course on Business Excel, Course on Business Analytics, Power BI, Tableau, Tally ERP 9 with GST integration, and any other Enterprise Resource Planning (ERP) courses.

For **BUSINESS INTELLIGENCE LAB**


Proprietor


Principal

'Intellectual Property Rights' includes intellectual property rights associated with the Marks owned by the First Party including patents, trademarks, trade names, copyrights, processes, and designs in course contents and materials prepared by the First Party (whether registered or not).

Assigned Area' means the area within Corporation limits of the Second Party.

1. TERM

This Agreement is valid for a period of one year commencing from the date of the signature. The validity of the programme will be mapped to the training period that is relevant to the academic year and the semesters, and will be adjusted to the requirement of the Second Party.

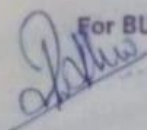
1.1. Training Programme/Course offered

Customized Semester-wise Programme for BBA Professional Batch 2020-2021

- This training programme aims at creating practical computer-based knowledge for students on how to use the workflow of a business organisation and manage it with the ERP software in the areas of Accounting and Finance, Inventory management, Warehouse, Logistics, and HR;
- The training programme is scheduled for the first three semesters of BBA professional Batch 2020 -2021, a detailed information and course syllabus is attached as Annexure-1, and the same is handed over to the BBA Department of the college.

1.2. Fees/cost of the training programme is given below

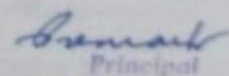
Semester_BBA 2020-2021	Course Name & Title	Duration	
Semester 1	ERP Business workflow management in Finance, Accounting, and logistics.	50 Hours	
Semester 2	Financial Accounting (FI) Integration to logistics – Exploring MNC's Accounting Operations PART I	50 Hours	
Semester 3	Financial Accounting (FI) Integration to logistics – Exploring MNC's Accounting Operations Part II	50 Hours	



For BUSINESS INTELLIGENCE LAB

Proprietor

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Principal
ST.ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003

1.3. Payment Terms:

For Customized Semester-wise Programme for BBA Professional Batch 2020-2021

- a. The total fee per semester will be calculated based on student enrolment at the beginning of each semester. The computation of the course fee is shown below:
 - First Semester Course Fee multiplied with the total enrolment;
 - Second Semester Course Fee multiplied with the total enrolment;
 - Third Semester Course Fee multiplied with the total enrolment;
- b. The Second Party shall pay to the First Party 50% of the fee at the commencement of the course on submission of the invoice;
- c. The Second Party shall also deduct TDS at the applicable rate from the payment to be made to the First Party;
- d. The Second Party shall pay the First Party, the remaining 50% on completion of the course on submission of the invoice towards meeting their cost of conducting the course;
- e. The payment procedure shall remain the same for all three-semester programmes;
- f. The terms shall apply to the above programme only.

The payment shall be made in favour of:

Business Intelligence Lab

Account Type: Current Account

A/C No: 3870285460

PB NO 138, 13-65-28, AROUZA BUILDING, HAMPANKATTA, MANGALURU 575001,
IFSC- CBIN0280873

2. PREREQUISITE BY THE FIRST PARTY

- a. Throughout the Term of this Agreement, the First Party agrees to provide 'Services' required to fulfill the obligations toward the Second Party under this Agreement providing the courses mentioned above to the students of BBA professional Batch 2020-2021 for their first three-semester programmes;
- b. Both Parties shall ensure that no unauthorised students nor students who have not enrolled in the programme attend these courses;
- c. The First Party acknowledges and accepts that the Second Party's authorized representatives, may have access to enter the training centre during working hours to observe the First Party's training sessions and to notify any deficiency, unsatisfactory condition, or non-compliance, which shall promptly be resolved by First Party;
- d. The First Party agrees and confirms that the classes/sessions as provided by it are student-centric and not faculty-centric, and the Second Party has the right to recommend improvement changes thus observed, to be done by the First Party without disturbing the current flow of classes, even during the continuance of the batch for which the students have enrolled. The First Party by signing this Agreement unconditionally agrees and abides by the Terms of this Agreement.

3. THE SECOND PARTY SHALL BE RESPONSIBLE FOR

Providing the following facilities for this programme:

For BUSINESS INTELLIGENCE LAB

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- a. Computer lab facility to conduct the courses;
- b. Internet connectivity with a minimum speed of 50 Mbps;
- c. Help in the smooth functioning of the said training;
- d. The course and the conduct of the programme are supervised by a coordinator designated by the **Director of Arrupe Block of St. Aloysius College (Autonomous)**.

4. THE FIRST PARTY SHALL BE RESPONSIBLE FOR

- a. Completing the training as per the syllabus within the stipulated time as mentioned in the document;
- b. Providing competent faculty members for the said training programme;
- c. Submitting student information – attendance and punctuality details from time to time to the Second Party;
- d. Considering incorporating the suggestions from the Second Party as the case arises;
- e. Adhering to the requirements of the Second Party where students and the courses are concerned;
- f. Working with the Second Party to ensure there is no discontinuation of the courses without prior notice to and consent from the Second Party;
- g. Taking complete responsibility for delivering the full course content to the students;
- h. Taking complete responsibility in case of any unexpected interruptions in delivering the courses arise;
- i. Providing a copy of the details of the material involved in teaching, duly agreed upon and signed by both parties, to the Second Party before the course begins;
- j. Ensuring that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies, and procedures prevalent from time to time, for launch, administration, and instruction of the courses offered to the students of the Second Party. The same shall be kept valid and subsisting throughout the period of this Agreement and till the completion of the end of the course;
- k. Setting the highest standards of the selection of the material used to teach the course and ensuring that the students who undertake the course can put in full effort and contribution to make learning outcomes successful. The focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.

Both Parties shall mutually agree to schedule meetings at the beginning of the course period. The First Party recognizes that timely and continued provision of the course delivery is a condition precedent to the completion of the student evaluation process. Any delay or failure in the provision of this understanding may hamper the timely completion of the course, and the Second Party will hold the First Party liable for the same.

5. CERTIFICATION DETAILS

On the successful completion of the examination with above 60% of marks, a candidate will be awarded the certificate of completion/Record of achievement jointly by the College and Business Intelligence Lab.

For BUSINESS INTELLIGENCE LAB

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6. RIGHTS OF THE FIRST PARTY

- a. The First Party, in consultation and a written agreement signed by the Second Party, shall have the right to revise the Programme Fees;
- b. The Second Party shall have the right to withhold the First Party's access to the training lab, video archives, and learning management interface in case of any breach by the First Party;
- c. The Second Party shall have the right to access the transmission, video archives, and the learning management interface during the period of this Agreement;
- d. That in case of any breach by the First Party to the terms of this Agreement, the Second Party has the right to withhold the cost-sharing due to the First Party till the final decision on the dispute concerned has been resolved.

7. CONFIDENTIAL INFORMATION

Both Parties agree to treat and hold the Confidential Information of both parties with all reasonable care and protection as they would provide to their Confidential Information and shall not disclose or provide access to anybody except as authorized in writing by either party.

8. INDEMNIFICATION

Either of the parties shall fully indemnify and keep indemnified the other Party, its employees, and directors against all losses, liabilities, claims, taxes, demands, damages, causes of action, governmental inquiries and investigations, costs and expenses, including reasonable attorneys' and accountants' fees, consequently, directly and indirectly, incurred, or arising from, as a result of, or in connection with actions, errors, omissions, breaches or defaults, negligence or wilful misconduct which may sustain or incur at the instance of the actions of the breaching party.

Either Party shall be entitled to adjust/recover such claims from any amount payable to the breaching Party.

9. INTELLECTUAL PROPERTY RIGHTS

- a. Both Parties acknowledge and confirm that any known unauthorized use of the Marks of students, by the First Party shall constitute a breach of this Agreement and shall also constitute an infringement of Second Party's rights in and to the Marks, each attracting liability for the First Party;
- b. The First Party declares and confirms that after the termination of this Agreement it shall not use the Marks, or any other Second Party related information, confidential or otherwise for its use such as marketing or any other purpose;
- c. The First Party represents and warrants that it has procured all the necessary approval, authorization, certificate, exemption, filing, registration, and/or other requirements, which are required under law for setting up and operating the training provided to the Second Party;
- d. The First Party shall not interview or interact with the media/press or submit any material to the media/press concerning the Second Party's programme without the prior consent of the Second Party;
- e. The First Party shall not use the Second Party's training centre for any other purpose other than the training mentioned in this Agreement.

For BUSINESS INTELLIGENCE LAB
[Signature]
Proprietor

10. NON SOLICITATION

The First Party shall not, knowingly, and directly solicit or assist any individual or entity in the solicitation of students/prospective students intending to divert the training or utilise the trade secrets or any Confidential Information exchanged between the Parties herein during the term of this Agreement to enure the benefits of a third party.

11. CONSEQUENCES OF BREACH BY FIRST PARTY/SECOND PARTY

- a. In the event of a breach of terms of this Agreement by either party to perform its obligations, or the failure thereof shall inform the other Party by way of written notice about the failure of such breach within 15 days from the date of the receipt of the notice, and rectify the default; failing which the other Party shall be entitled to seek injunctive relief including claiming of damages incurred, from the breaching Party including losses suffered and shall be entitled to immediately terminate the Agreement by serving a written notice. Both parties, however, will come to an amicable solution to ensure that the termination does not affect the students negatively;
- b. If this Agreement is terminated under the provisions of wilful default by the First Party or the Second Party, the defaulting party agrees to promptly pay the other Party the liquidated damages as agreed.

12. TERMINATION

The Agreement shall not be terminated at an inconvenient time of the academic year wherein the students stand to suffer the discontinuation of the training. The termination shall be considered only at an agreed time that is directly linked to the logical end of a course and other related issues thereof. The termination should not result in any negative impact on the participating students and should be with the approval of the Second Party.

The First Party should bear in mind the importance of the course for the students and be fully agreeable to this termination. The Agreement may be renewed with mutual consent after the expiry of the current term.

The Signatories of both Parties are duly authorised to execute and implement the terms and conditions of this Agreement and there is no other arrangement in contradiction of the terms of this Agreement.

The statements, representations, and warranties made herein are true, correct, and accurate and shall survive termination of this Agreement.

The termination by efflux of time or earlier termination of the Agreement shall not affect the rights and liabilities of the Parties as may have accrued as before or on the termination date.

13. CONSEQUENCES OF TERMINATION

The following consequences shall apply to the termination of this Agreement:

- a. The First Party or its constituent partners shall not have the right to obtain the return or restitution of any part of the consideration remitted in accordance hereunder;

BUSINESS INTELLIGENCE LAB
Principal

- b. The First Party shall not use or claim any right, title, or interest of whatever description in the Intellectual Property Rights or Confidential Information; The First Party shall not adopt, register or use any Marks deceptively similar to the 'Marks' or student credentials.

14. ASSIGNMENT OF RIGHTS AND LIABILITIES

The First Party understands and acknowledges that the duties under this Agreement are non-assignable in nature.

15. JURISDICTION AND DISPUTE RESOLUTION

In respect of any disputes, in case of no mutual settlement, the Parties agree to submit the dispute to arbitration per the provisions of the Arbitration and Conciliation Act, 1996, ("the Act"). The cost towards the Arbitration proceedings will be borne equally by both Parties. The decision and award shall be in writing and shall be final and binding and conclusive between the Parties. The venue of arbitration shall be Mangaluru and the language of the arbitration shall be English. The court at Mangaluru only shall have exclusive jurisdiction over the disputes.

16. LEGAL NOTICE AND OTHER NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission, or sent by certified or registered post or courier or e-mail as follows:

a. If to the First Party

Intelligence Lab (BIL), 1st floor, Aram Bag, A R DSouza Lane, Bendoorwell,
Mangaluru - 575002, Karnataka

b. If to the Second Party

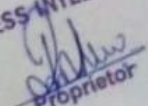
St Aloysius College (Autonomous), St Aloysius College Road, Kodialbail Post,
Mangaluru - 575003 Karnataka

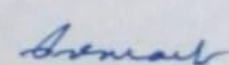
17. FORCE MAJEURE

Neither Party shall be liable for any loss or damage caused due to events which are beyond the reasonable control of Parties such as acts of God which includes natural calamities, pandemic, virus attack, fire, floods, and droughts; wars, riots, insurrection, acts of the public enemy, terrorism ("Force Majeure Event"); provided, however, that in the event a Force Majeure Event persists for Sixty (60) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.

RELATION BETWEEN THE PARTIES TO THIS AGREEMENT

The relation between the Parties shall be on a principal to principal basis and nothing in this Agreement is to be construed to make a Party- a partner, an agent, or legal representative of the other for any purpose.

or BUSINESS INTELLIGENCE LAB

Proprietor


Principal
ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003

SEVERABILITY

If any provision of this Agreement, or any portion thereof, shall be held invalid, illegal, or unenforceable under applicable law, such defect shall not vitiate the other provisions of the Agreement and the remainder of the Agreement shall continue to be legal, valid, effectual and binding on the Parties hereto.

AMENDMENT/ALTERATION IN INSTITUTIONAL PARTNER AGREEMENT

This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, both Parties.

This agreement has been typed on e-stamp paper of Rs 500/- each in two sets.

First Party has retained one set, and the other set has been retained by the Second Party.

Signatures

Business Intelligence Lab (BIL)

Mr Rojer K M
For BUSINESS INTELLIGENCE LAB
Managing Head
Proprietor

St Aloysius College (Autonomous)

Rev. Fr Praveen Martis S J

Principal

Principal
ST.ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575 003

Witness 1

Name :

Rajesh Attawal

Signature :

[Signature]

Witness 2

Name :

SANDY C.A

Signature :

[Signature]

Date :

5/2/2021

Witness 1

Name :

Dr. Sanku D'Souza

Signature :

[Signature]

Witness 2

Name :

Signature :

Date :

/ /

