



सत्यमेव जयते

INDIA NON JUDICIAL

**Government of Karnataka**

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<b>Purchased by</b>	: PROEDGE SKILL DEVELOPMENT AND EDUTECH PVT LTD
<b>Description of Document</b>	: Article 12 Bond
<b>Description</b>	: MEMORANDUM OF UNDERSTANDING
<b>Consideration Price (Rs.)</b>	: 0 (Zero)
<b>First Party</b>	: PROEDGE SKILL DEVELOPMENT AND EDUTECH PVT LTD
<b>Second Party</b>	: MAHARANI LAKSHMI AMMANI WOMENS COLLEGE
<b>Stamp Duty Paid By</b>	: PROEDGE SKILL DEVELOPMENT AND EDUTECH PVT LTD
<b>Stamp Duty Amount(Rs.)</b>	: 200 (Two Hundred only)



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**MEMORANDUM OF UNDERSTANDING (MOU) between**  
*Proedge Skill Development and Edutech Private Limited*  
 and  
*Maharani Lakshmi Ammanni College for Women (mLAC)*

**I. PURPOSE & SCOPE**

This Memorandum of Understanding (the "MOU") is made and entered on 01/11/2021 (First November Two Thousand and Twenty One) by and between:

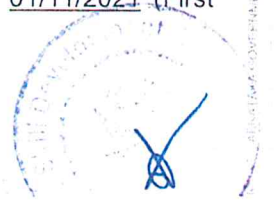
**ATTESTED**

*Shesh Lal A*  
**PRINCIPAL**

**Maharani Lakshmi Ammanni College for Women**

*Shesh Lal A*  
**Principal**

**Maharani Lakshmi Ammanni College  
 for Women, Autonomous  
 Science Post, Bangalore - 560 012.**



**Maharani Lakshmi Ammanni College for Women (Autonomous)**, is a trust formed and registered under the Indian Trust Act, 1882 and having its presence at 18<sup>th</sup> Cross, Malleswaram, Bengaluru, Karnataka 560012, represented by its Principal Dr. Shashikala A, hereinafter referred to as the "College" which expression unless repugnant to the context, shall include its successors and trustees.

And

Proedge Skill Development and Edutech Private Limited, with its principal place of business located at 1854, 2<sup>nd</sup> Floor, Akhand Enclave, 11<sup>th</sup> A Main, 39<sup>th</sup> Cross, 4<sup>th</sup> T Block, Jayanagar, Bengaluru - 560011 (herein after referred to as "Proedge", "Training Company" or "Company").

Hereinafter the College and the Training Company shall individually be referred to as a "Party" and collectively as "the Parties".

**RECITALS:**

A WHEREAS, the College is in the field of providing Graduation courses & Post Graduation education;

B WHEREAS, the Training Company has expertise in the area of providing professional training/coaching in the area of BFSI, Business Analytics, Industry oriented and allied/associated courses and sale of content related to training program;

C WHEREAS, the College desires to engage the Training company to provide Career Edge program (details as provided in Annexure 1) and the Training Company is willing to provide such services to the College;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they relate to, providing *CAREER EDGE* training to the students of "mLAC " in various courses in the field of Commerce to the BCOM students of the College for a period from November 2021 to June/July 2022. Details of Career Edge including tenure, course outlines, etc are provided in Annexure 1
2. Using the premise and the facilities of the college to provide the coaching/ training

**II. RESPONSIBILITIES OF THE TRAINING COMPANY UNDER THIS MOU**

The Training Company shall undertake the following activities:

1. Assist in design of various marketing materials that the college may require for promoting the Career Edge Program.
2. Provide the agreed training/ coaching to the students of the college. (Program detail as per Annexure-1 and such other courses as may be agreed between the Parties from time to time).
3. Identify the relevant infrastructure for the classroom that can hold a training class
4. Provide relevant training material at the end of each program
5. Provide experienced faculty or trainers for conducting the classes at the College premises

**ATTESTED**

*Shashikala A*  
**PRINCIPAL**

**Maharani Lakshmi Ammanni College for Women**  
Proedge Skill Development and Edutech Private Limited  
Bangalore - 560012

*Shashikala A*  
**Principal**

**Maharani Lakshmi Ammanni College**  
for Women, Autonomous  
Science Post, Bangalore - 560 012.



### III. RESPONSIBILITIES OF THE COLLEGE UNDER THIS MOU

The College shall undertake the following activities:

1. Provide infrastructure support to the training company to deliver the training as defined below:
  - a. Use of Classroom
  - b. Classroom should have computers or laptops (where required)
  - c. Projector with specification, (as may be specified by the Training Company), Microphone with receiver, Speakers for audio support
  - d. Coordinator to conduct class room, examinations, invigilation and exam corrections etc
  - e. Such other infrastructure support as may be required by the Training Company
2. Design the session plan along with Proedge for every academic year and create space in academic calendar for conduct of the class on a weekly basis.
3. Provide a coordinator who can liaise with Proedge representative for smooth conduct of the classes
4. The College will ensure that all the students pursuing B.Com (Regular) during the One year period of the B.Com program will be enrolled for the Career Edge training program.

### IV. RELATIONSHIP OF THE PARTIES

- a) Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship with the Client.
- b) The College may not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.

### V. FUNDING and FEES

The Parties hereby agree to the following with regard to the fees to be charged to students for providing training/ coaching to students, as detailed in the MOU responsibilities –

- a) The total fee to be charged to the students is as per details given in Annexure 1.
- b) The College will collect the entire Career Edge fees from students in one or more instalments at the beginning of each academic year.
- c) The fee is excluding any additional services that the students might require or request from time to time. The cost of providing any extra or associated service will be charged directly to the students.

*Sheelbal A*  
**PRINCIPAL**

**Maharani Lakshmi Ammanni College for Women**  
Bangalore - 560 012.

**ATTESTED**

*Sheelbal A*  
**Principal**

Proedge Skill Development and Edutech Private Limited  
**Maharani Lakshmi Ammanni College**  
for Women, Autonomous  
Science Post, Bangalore - 560 012.



- d) In case of any contingency, the fees and the charges specified above shall be modified with the consent of both parties either in writing or oral as the circumstances demand.
- e) Terms of payment of fees are provided in the Annexure 1

## VI. CONFIDENTIALITY

### a) Confidential Information:

- I. The Parties own and may develop, compile and own certain proprietary techniques, trade secrets, and confidential information, which are very valuable to that Party (collectively, "Confidential Information"). The disclosing Party may disclose Confidential Information to the other during the performance of the Services.
  - II. Confidential Information is any information relating to the disclosing Party that is not accessible by the general public and includes not only information disclosed by the Party, but also information developed or learned by the Party during the performance of the Services. The Disclosing Party's Confidential Information is to be broadly defined and includes all information, which has or could have commercial value or other utility in the business that the other Party is or may be engaged in and the unauthorized disclosure of which could be detrimental to the interests of the disclosing Party, whether or not such information is identified by disclosing Party.
  - III. Confidential Information includes, but is not limited to, details of the disclosing Party and business contacts, developments, designs, inventions, software, techniques, know-how, data, marketing, sales or other business information, scripts, costs and resources, tools used; and all derivatives or improvements to any of the above.
- b) Non- disclosure and Protection: The Parties agrees that at all times during or subsequent to the performance of the Services, the Parties will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the receiving Party's own use during the Term of this MOU and only to the extent necessary to perform the Services. The receiving Party shall not remove or cause to remove tangible embodiments of, or electronic files containing, Confidential Information from the disclosing Party, without prior approval of the disclosing Party and vice versa.

## VII. TERM AND TERMINATION

- a) **Term:** This MOU shall take effect immediately from the Effective Date and continue to remain in full force and effect for a period of One year (hereinafter, the "Term") from the date of signing of the agreement. This agreement may be extended on mutual agreement of both parties, unless earlier terminated by the College.

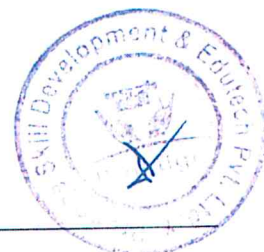
**ATTESTED**

*Sushel A*  
Principal

*Sushel A*  
**PRINCIPAL**  
Maharani Lakshmi Ammanni College for Women  
Bangalore - 560 012.

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

Proedee Skill Development and Edutech Private Limited





b) **Termination:**

- I. Termination of the MOU and the Services hereto may be made by either Party communicating its intention to do so to the other Party, by giving such other Party a 3-month's advance written enlisting reasons for such termination. In case the College terminates the agreement during the middle of an academic year, the Company will complete the classes for the academic year and the termination will be effective from the beginning of next academic year. The College will then be invoiced for training program conducted during the academic year by the Company and the College will pay the invoiced amount as per terms laid out in Clause V of this MOU
- II. Either Party may terminate this Agreement for cause by providing the other Party notice if the other Party:  
(i) is in material breach of this Agreement and has failed to cure such breach, such breach may include wrong information or fraudulent activities or related activities or any breach of obligations under this Agreement, within fourteen (14) days after its receipt of intimation of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

#### VIII. INTELLECTUAL PROPERTY RIGHTS

- a) The Company shall retain all rights, title and ownership to Intellectual Property that arises out of the provision of Services under this Agreement.
- b) Intellectual Property rights shall mean and includes all intellectual property, in any part of the world, whether registered or not registered, in particular: (a) all trademarks, service marks, trade names, logos; patents, design rights; trade secrets, including, know-how, technology, source code, API's, databases, design elements including user interfaces, formulae, industrial, scientific and commercial information, techniques and inventions; processes, manuals, documentation, and scientific and technical data and information; copyrights, works of authorship, and topography rights, data base rights; computer hardware and software including computer programs and any other information in relation to the above; (b) technical know-how and information, business and market information, in relation to product and process development validation, integrated business support services, operational support services, end user services, training and support service, marketing and other allied services; (c) all rights under licenses in respect of all of the above specified at (a) herein; (d) any applications or registrations for the protection of all of the rights specified at (a); and (e) all renewals and extensions thereof.

#### IX. REPRESENTATIONS AND WARRANTIES

Both Parties represent that they are fully authorized and empowered to enter into this MOU. And that the performance of the obligations under this MOU will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

**ATTESTED**

*Sheela A*  
**Principal**

*Sheela A*  
**PRINCIPAL**  
**Maharani Lakshmi Ammanni College for Women**  
**Bangalore - 560 012.**



**Maharani Lakshmi Ammanni College**  
**for Women, Autonomous**  
**Science Post, Bangalore - 560 012.**

**Proedger Skill Development and Edutech Private Limited**

The Parties hereby agree and undertakes not to host, display, upload, modify, publish, transmit, update or share any information which:

- a) belongs to another person and to which you do not have any right;
- b) infringes any patent, trademark, copyright or other proprietary/intellectual property rights;
- c) violates any law for the time being in force;
- d) deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
- e) impersonates another person;
- f) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- g) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or
- h) is misleading or known to be false in any way.

#### **X. EXCLUSIVITY**

During the term of this Agreement, the College shall not engage any other service provider of similar nature for providing services that are identical to the services offered by the Company, or canvass or solicit orders for services of a similar type to those being provided by the Company from any person who is a client or associate of the Company. The College agrees to keep the Company as their exclusive partner for the Training Programs until the termination of this Agreement.

#### **XII. LIABILITY**

Except with respect to the parties' indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

#### **XIII. DISCLAIMER OF WARRANTY**

The warranties contained herein are the only warranties made by the parties hereunder. Each party makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement.



**ATTESTED**

*Sreshth A.*  
**Principal**

**Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.**



#### XIV. RESOLUTION OF DISPUTES

The Parties hereby agree that any disputes arising out of or in connection with this MOU shall be handled within the jurisdiction of the courts of Bengaluru.

#### XV. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signatures of the authorized officials of the Parties. The Parties indicate agreement with this MOU by their signatures as on the date and year first written above.


XVI. This MOU is executed in two sets, both of which shall be deemed to be the original. The main document executed on stamp paper shall be in the custody of the College and the counterpart in the custody of the Company.

#### Signatures and dates


For Proedge Skill Development and Edutech Private Limited

  
Name: VENKAT KRISHNA  
Date: 

For Maharani Lakshmi Ammanni College for Women (mLAC)

  
Name: DR. SHASHI KALIA  
Date: 12/5/2022  
**PRINCIPAL**  
Maharani Lakshmi Ammanni College for Women  
Bangalore - 560 012.

**ATTESTED**

  
**Principal**  
Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

### Annexure 1

PROGRAMME DETAIL	
Name of Course	CAREER EDGE
Who can Pursue	BCom of Maharani Lakshmi Ammanni College for Women (Academic Year 2021-2022 batch)
Mode of training	Physical training by Experienced professionals
Venue	At College Premises
Duration of training program	30 hours per semester and 60 hours over 2 semester of BCOM 1 <sup>st</sup> year (which lasts from November 2021- June/July 2022)
Syllabus Outline	Refer below
Fees	<p>INR 2500/- (inclusive of all taxes) per student per year. (Of the fees of INR 2500 being charged, INR 1000 per student per year will be towards sale of books for Career Edge Program). for 2021-2022 only.</p> <p>Of the above of INR 2500/- - Proedge Share is INR 2000/- College Share is INR 500/-</p> <p>mLAC will make the Career Edge program compulsory for all the students of incoming BCom (Regular) 1st year batch of 2021-2022 academic year.</p>
Features of Program	<ul style="list-style-type: none"> <li>• Certification will be provided for all students who attend this course</li> <li>• Each Batch of students will be for minimum of 60 students</li> <li>• College can do the fee collection and pay to Proedge on following terms every year: <ul style="list-style-type: none"> <li>○ 50% upon completion of 9 hours of Class room training</li> <li>○ 40% upon completion of 30 hours of Class room training</li> <li>○ 10% upon completion of 45 hours of Class room training</li> </ul> </li> </ul>


### Career Edge Curriculum

B.COM		
Years	Content	Hours
BCOM 1 <sup>st</sup> year (Academic year 2021-2022)	<ul style="list-style-type: none"> <li>• Tally</li> <li>• Advanced Excel</li> </ul>	<p>30</p> <p>30</p>



  
**PRINCIPAL**  
 Maharani Lakshmi Ammanni College for Women  
 Bangalore - 560 012.

**ATTESTED**

  
**Principal**  
 Maharani Lakshmi Ammanni College  
 for Women, Autonomous  
 Science Post, Bangalore - 560 012



## Tally

Program Duration : 30 Hours.

- Master- GL Master, Inventory Master Creation,
- Accounting- Accounting Vouchers like Contra, Payment, Receipt, Journal, Purchase, etc
- Report- MIS Reports, Statutory and Taxation reports and Financial Reports
- Purchase order process, Inventory Voucher, Sales Order Process
- Basic Tally Technical- SMS & Emailing, Data Export, Data Split, Data Back Up

## Advanced Excel

Program Duration : 30 Hours.

### Learning Objective of Advanced Excel

- By learning this course, you save time in operating excel.
- You will be able to create relevant tables for your data which further helps in making analysis easier.
- Course will help making trend analysis easier.
- With the help of this course, you will make proper use of the conditional formatting option.
- The probability of getting a job increases with the help of this course.

### Module - 1

#### Introduction to spreadsheets

- Spreadsheet basics -Basic text and cell formatting, Basic arithmetic calculation, Special paste, Freeze pane, Auto completion of series and Importing data and text to columns
- Creating, editing, saving and printing spreadsheets
- Working with functions & formulae
- Analyzing data: Data Menu, Subtotal, Filtering Data
- Formatting worksheets, Securing & Protecting spreadsheets

#### Formulas and Macro Formulas

- Use the Function Wizard, Common functions
- AVERAGE, MIN, MAX, COUNT, COUNTA, ROUND, INT
- Nested functions, Name cells /ranges /constants

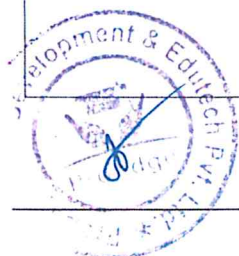
**ATTESTED**

*Sheela*  
Principal

*Sheela*  
PRINCIPAL

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Skill Development and Education  
Prasanna Education Private Limited  
560 012.

	<ul style="list-style-type: none"> <li>Relative, Absolute, Mixed cell references: &gt;,&lt;&gt;= operators</li> <li>Logical functions using IF, AND, OR, NOT</li> </ul>
Module 2	<p><b>Data Analysis</b></p> <ul style="list-style-type: none"> <li>Sub Total Reports, Auto Filter</li> <li>Password Protecting Worksheets</li> <li>Linking Multiple Sheets</li> <li>Sheet Referencing</li> <li>Linking Between Word/Excel/Ppt</li> </ul> <p><b>Functions :</b></p> <p><b>LOOKUP, VLOOKUP, HLOOKUP, COUNTIF, SUMIF</b></p> <ul style="list-style-type: none"> <li>What-if-analysis</li> <li>GOAL SEEK</li> <li>NESTED IF</li> <li>Reporting</li> <li>Character Functions</li> <li>Date Functions</li> <li>Age Calculations</li> <li>Consolidation of Data</li> <li>Data Validation</li> <li>Recording and editing Macros</li> </ul>
Module 3	<p><b>Pivot Tables :</b></p> <ul style="list-style-type: none"> <li>Enter the Pivot Table Data</li> <li>Create the Pivot Table</li> <li>Adding Data to the Pivot Table</li> <li>Filtering the Pivot Table Data</li> <li>Change the Pivot Table Data</li> <li>Analyze Data Columns in Pivot Tables</li> <li>Adjust Data to Analyze</li> </ul> <p><b>Develop the Worksheet:</b></p> <ul style="list-style-type: none"> <li>Plan a worksheet , Row and Column labels</li> <li>Split worksheet /box /bar, Copy data and formulas</li> <li>Display /move toolbars , Enhance worksheet Appearance</li> </ul>



**ATTESTED**

*Sushkel A*  
Principal

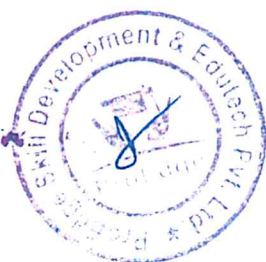
*Sushkel A*  
PRINCIPAL



	<p><b>Special Operations:</b></p> <ul style="list-style-type: none"> <li>• Use multiple windows : Copy/ paste between Worksheets</li> <li>• Link worksheets , Consolidate worksheets</li> <li>• Import and link from other Applications</li> <li>• Use AutoFormat : Create, use and modify styles and templates</li> <li>• Print features : Create /edit an outline</li> </ul> <p><b>Graphic Operations:</b></p> <ul style="list-style-type: none"> <li>• Create charts, Enhance charts, Drawing toolbar features</li> </ul>
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*Sleshlee*  
**PRINCIPAL**

Maharani Lakshmi Ammanni College for Women  
Bangalore - 560 012.



**ATTESTED**

*Sleshlee A*  
**Principal**

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