MEMORANDUM OF UNDERSTANDING (MOU)

Between

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

and

Asco Eduservices

Asco Eduservices

D-9, Workshala, Sector 3, Noida 201301

MEMORANDUM OF UNDERSTANDING

This AGREEMENT is made and executed in Mumbai on the 13th May 2025 at K.R. Mangalam University, Gurugram (Haryana)

BY AND BETWEEN

K.R. Mangalam University, Sohna Road, Gurugram – 122103, Haryana, India (Delhi NCR Region), a state private university established under the Haryana Private Universities (Amendment) Act 2013, (Act No.08 of 2013) and under section 2(f) of the UGC Act, 1956 and empowered to award degrees as specified under section 22 (C), through its **Registrar**, presently **Dr. Rahul Sharma** duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University (hereinafter referred to as **KRMU**), PARTY **OF THE FIRST PART**.

AND

M/s Asco Eduservices, an educational consultancy, having its office at D-9, Workshala, Sector 3, Noida 201301, through its Founder & CEO, presently Mr. Amit Sharma, duly authorized to enter into and sign an MOU on behalf of **M/s Asco Eduservices** hereinafter referred to as the(**Asco Eduservices)** which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors) PARTY **OF THE SECOND PART.**

The "First Party" and The "Second Party" hereinafter shall be individually referred to as "Party" and collectively referred to as "Parties".

NOW, THEREFORE, in consideration of the mutual covenants and promises made by parties hereto, the First Party and Second Party (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. SCOPE OF SERVICES

1.1. First Party is a well-established education institution providing UG/PG and Doctorate degrees to its students. Second Party is an independent education and recruitment consultancy.

1.2. First Party hereby engages Second Party on a non-exclusive basis to help its students attain suitable pathways from the Second Party's following bouquet of services, as per their choice:

- Study in Europe Program: Affordable higher education opportunities at UG/PG and PHD levels.
- Study Abroad Program: Higher education opportunities in Non-European countries (primarily US/ UK/ Canada and Australia).
- Opportunity Card: A job seeker VISA program in Germany, enabling a candidate to spend 1 year in Germany for job search, the Second Party shall provide 100% placement assistance to the candidates.
- Ausbuildung: A 3 year vocational skills diploma in Germany, with Zero Tuition Fee and an assured stipend (€ 1,000 to €1,500 per month). Students can choose from high-demand vocations such as Engineering, IT, Retail, Nursing & Healthcare, Supply Chain, Hospitality and Sales & Marketing.

1.3. First Party shall allow Second Party to conduct individual and group counselling

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

sessions, seminars and online webinar for its students, so as to create awareness about the various available opportunities which could benefit the students. First Party shall depute an individual or a small group of its staff to officiate as the SPOCs to co-ordinate with the Second Party, in order to facilitate student communication, engagement and quorum at the events conducted by the Second Party. The students who show interest in any of the Second Party's programs or services, shall be contacted by the Second Party's team and explained the opportunities, cost vs. benefits etc.

1.4. First Party shall endeavor to promote Second Party's programs and events, to its students through various media (digital and non-digital). This is to ensure that there is awareness amongst students, who are most likely to benefit from these programs and services. These promotions shall be done at the universities own cost, they may request the Second Party to share the creatives and designs that may be required.

1.5. Second Party shall provide end-to-end solutions to the interested candidates. For e.g., in case of students who are interested in studying abroad, the Second Party shall provide counselling, university shortlisting, Test preparation, admissions process, scholarships and funding processes, VISA process and regulatory requirements. Similarly, in the case of students interested in the Opportunity card, Ausbuildung or Direct recruitment process, the Second Party shall provide a complete set of services like foreign language coaching, interview preparation, arranging interviews, obtaining contracts and permits as applicable.

1.6. Second Party shall also be obliged to keep First Party informed of the student success, as and when any students get their Admission offers, VISA, work contracts etc.

2. CONFIDENTIAL OBLIGATIONS

The Parties acknowledge that during the term of this MOU, any oral or written information exchanged between the Parties in connection with the preparation and performance stipulated herein shall be regarded as confidential information. Each Party shall maintain confidentiality of such information, and without obtaining the other Party's written consent, it shall not disclose any relevant confidential information to any third parties.

3. TERMS AND TERMINATION

This MOU shall commence on the Effective Date i.e. 13th May 2025 and shall be valid for a period of 03 year; the same can be extended with the mutual consent of both parties, unless otherwise terminated in accordance with the provisions contained herein. Either Party may terminate this MOU for convenience by giving the other First Party prior written notice of 30 days, both parties will be liable to complete their services and obligations to the students / candidates registered during the tenure of this agreement.

4. MISCELLANEOUS CLAUSES

4.1. The Parties are independent contractors under this MOU. Nothing herein contained shall be deemed to create an employment, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments, incur any liabilities in the name of, or on behalf of, the other Party, or bind the other Party in any respect whatsoever.

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

4.2. Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by i) hand delivery duly acknowledged or ii) send by registered post / Speed Post with acknowledgement due or iii) by email at the respective addresses as communicated by one Party to the others.

4.3. 4.3. Both parties have the right to suggest amendments to the terms and conditions of this MOU. Till both parties agree upon the amendments partially or fully, as suggested by any of the parties, all the financial transactions/obligations will be as per the terms mentioned herein.

4.4. Neither Party shall be under any liability for failure to perform any of its rights and obligations under this MOU if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or, civil commotion, riots, state enemies, or any other similar reasons or circumstances beyond the control of such Party.

4.5. In the event of any dispute or difference 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, the Parties shall first endeavor to resolve the same amicably through negotiations. In the event that the dispute is not resolved by means of negotiations within a period of 30 days or such a different period as agreed between the Parties, such dispute shall then be referred to and settled by Litigation. It is agreed that notwithstanding the reference to Litigation, the Parties hereto shall continue to be bound by this Agreement and shall continue to honour their respective obligations under this Agreement.

4.6. The Parties hereto expressly agree that the courts in Gurugram alone shall have jurisdiction to try any matter arising between the Parties hereto.

5. RELATIONSHIP:

The Parties herein are independent entities. This MoU does not create any agency, partnership, joint venture or any other business relationship between the Parties. The Parties shall not in any manner whether during the Term or at any time, thereafter, make any commitments on behalf of the other Party, without its prior written approval.

6. FINANCIAL ARRANGEMENTS:

6.1. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation. Second Party shall charge the students/ candidates the consultancy fee and/or paid services charges, as per applicable rates, on a per student basis. The financial arrangements may be decided in the separate agreement or separate annexure for the same.

7. CONTACT PERSON DETAILS OF BOTH PARTIES:

For K.R. Mangalam University	**For Asco Eduservices**
Name and Designation: Dr. Menakshi Gujral Director- International Relations	**Name and Designation:** Amit Sharma, Founder & CEO
Contact No.: 9818074631	**Contact No.: 9599119245**
E- Mail Id: director.ir@krmangalam.edu.in	**E- Mail Id: info@ascoeduservices.com**

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

8. INTELLECTUAL PROPERTY RIGHTS:

Neither Party shall use the intellectual property rights owned by the other Party, its group companies, and the respective right holders (as the case may be), except for the purpose of this MOU and to the extent and in a manner as permitted by such Party in writing. Upon expiry or termination of this MOU, the Parties shall forthwith cease using the intellectual property as may be permitted by the other Party to use pursuant to this MOU and return all documents, materials etc. containing the said intellectual property.

9. USE OF NAME AND BRAND/ LOGO:

K.R. Mangalam University will not use the name or logo of Second party , nor of any member of Second party's staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Second Party. Second Party will not use the name or logo of K.R. Mangalam University, or any employee of K.R. Mangalam University, in any publicity, advertising, or news release without the prior written approval of K.R. Mangalam University.

10. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed and construed in accordance with the laws of India. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each Party hereto irrevocably submits to the jurisdiction of courts in Gurgaon, Haryana

(A) ARBITRATION CLAUSE:

This MoU is a statement of intent of the parties to cooperate and it is not legally binding upon the parties under any circumstances whatsoever. This MoU will not create legally enforceable write, claim, interest, duty and obligation in favour of either First Partys against the other party.

(B) DISPUTE RESOLUTION:

Any disputes arising out of or in connection with this MoU shall be resolved through mutual consultation and negotiation between the parties.

This MOU represents the understanding and agreement between K.R. Mangalam University and Asco Eduservices regarding their collaborative partnership in various areas of education. Both parties hereby agree to abide by the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to these presents, the day and year herein written above.

On behalf of FIRST PARTY
For K R Mangalam University

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

Dr. Rahul Sharma
Registrar

Date: 13/05/2025

On behalf of SECOND PARTY
For Asco Eduservices,

Mr. Amit Sharma,
Founder & CEO

Date: 13/05/2025

WITNESSES:

1. Prof. (Dr.) Tarib Gupta
Director IOAC.
(Signature, Name Designation)

2. Dr. Meenakshi Gujral
Director, KRMU International Relations.
(Signature, Name Designation)

1. Col Prashanth Kumar
(Signature, Name Designation)

2. Renu Suman
(Signature, Name Designation)

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