



**Nagar Yuwak Shikshan Sanstha Airoli**  
**NEW HORIZON COLLEGE OF COMMERCE**

Plot No.5, Sector -13, Airoli, Navi Mumbai 400 708.

Phone: 91 22 20871721

**AFFILIATED TO UNIVERSITY OF MUMBAI**

E-Mail: [nhims2011@gmail.com](mailto:nhims2011@gmail.com) / [enquiry@nhimsa.com](mailto:enquiry@nhimsa.com)

(University Affiliation No. Aff./Recog - 1/2049 of 2011 dated 06.05.2011)

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**MoU**  
**BETWEEN**  
**TNS INDIA FOUNDATION**  
**&**  
**NEW HORIZON COLLEGE OF COMMERCE**

**Valid period :- 17/10/2022 – 06/12/2023**

Memorandum of Understanding (MOU)

Between

TNS India Foundation (TNSIF)

And

New Horizon College of Commerce, Airoli

This MOU is effective from 17/10/2022 to 06/12/2023, hereinafter mentioned as Effective Date by Iba Qureshi and between New Horizon College of commerce, Airoli, affiliated to the University of Mumbai, Maharashtra and hereinafter referred to as New Horizon College of commerce, Airoli represented by its Principal, R.K Varma.

AND

TNS India Foundation, a charitable organization registered under section 25 of the Companies Act 1956 and having its registered office at B1-201, Centre Point, Opposite Bawla Masjid, 243A, N M Joshi Marg, Lower Parel (E), Mumbai-400 013, hereinafter referred as "TNSIF", having PAN AAECT4021D represented by its Managing Director, Rupa Bohra.

Background


TNS India Foundation (TNSIF), a section 25 Company incorporated under the provisions of the Companies Act, 1956 is conducting the "Campus to Corporate Careers (C2C) Program" for the enhancement of employability and workplace skills for deserving youth.

In this connection, TNSIF intends to be associated and work closely with the College to conduct employability training, career counselling sessions and job placements for final year college students.

Detailed features of the program are as follows:

1. 37 hours of training program including Personal and Professional Effectiveness (How to choose right career option, how to apply for job, tools - CVs, cover letter- etc.), Business communication (effective communication with co-workers and customers),



  
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Career Readiness (orienting students to jobs matching their skill sets and exposure to a Career path) and Work Readiness (Professionalism, Work Ethics, Email Etiquettes, Workplace dynamics – etc.)


2. The training will be delivered via a blended learning approach i. e through in class Sessions and online platforms (Google Meet and Zoom) as applicable.
3. Each training batch size will be between 30-50 students. Sessions of duration 1.5-2 hours Duration will be conducted 5 days a week over a 2 – 2.5 month period at a time.
4. The program also includes individual student counselling, which will be conducted via Online/offline platforms, as well as post training, pre-placement and post placement Counselling.
5. Career fairs or individual placement drives will be conducted in an online/offline format to place trained students in formal sector jobs.
6. The above mentioned training and placement is free of cost for both, the students and College.

Based on the above, this MOU lays out the below responsibilities for both parties:

TNSIF agrees to –

1. Engage with the college, given the following conditions:
  - a. In consultation and agreement with the designated college point of contact.
  - b. Not charge the college or students for any part of the program.
  - c. Provide reports to the college on the training and placement status of students.
2. Mobilize the college students. This involves the following:
  - a. Conduct Orientation sessions to make students aware about the program and to Register their interest.



  
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b. Screen the students based on their interest and background and interview them to Determine enrolment in the program.

3. Train selected students. This involves the following:

a. Form batches with selected students and conduct the Campus to Corporate Careers Training Program with them.

b. Provide individual career-counselling support to in-training students.

c. Engage with parents of the students to make them aware of the program and to counsel them about their wards.

d. Provide certificates to trained students on successful completion of the training with attendance criteria of 80%.

4. Place trained students. This involves the following:

a. Facilitate placement linkages with formal sector employers for interested students.

b. Arrange for career drives and fairs to place interested students.

c. Provide post-placement support to students to facilitate joining and on-boarding.

The College agrees to –

1. Engage with TNSIF staff, given the following conditions:

a. Providing one point of contact to coordinate all TNSIF C2C activities.

b. Not charge TNSIF or students for any part of the program.

c. Communicate openly with the TNSIF point of contact for any deliverables or feedback.

2. Facilitate student engagement. This involves the following:

a. Assistance in student mobilization through dissemination of information on student what's app groups and other seminars.

b. Attending orientation sessions organized by TNSIF to encourage student participation.



*Janita*

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3. Support training activities. This involves the following:

- a. Support allocation of batches for optimum utilization of resources and training effectiveness.
- b. Assist in scheduling batches keeping in mind college lecture timings.
- c. Make classrooms available for in-person training sessions.
- d. Allow use of online medium to reach and train students.
- e. Assist in conducting parent engagement sessions.

4. Support placement activities. This involves the following:

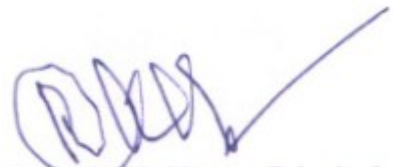
- a. Assist in mobilizing students to counsel regarding placement opportunities
- b. Provide infrastructure assistance – classrooms, auditorium, computer laboratory etc. in conducting on-ground career fests.
- c. Allow use of online medium to place students.
- d. Not hold TNSIF C2C staff responsible for any miscommunication with the corporate HRs.

This MOU is neither a contract nor is it legally binding in any way. It does not commit any financial expenditure from or for either party. The MOU will be effective for a period of one year from the date on which both the parties have signed this MOU.



Name: Rupa Bohra, Managing Director,

TNS India Foundation



Name: R. K. Varma, Principal

New Horizon College of Commerce



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**MoU**  
**BETWEEN**  
**NEW HORIZON COLLEGE OF COMMERCE**  
**&**  
**IBS ( ICFAI BUSINESS SCHOOL )**

**Valid period :- 4/08/2022 – 3/09/2023**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made as of 4th August, 2022 ICFAI Business School IBS Mumbai, A- 601 BSEL Tech Park, Opposite Vashi Railway Station, Navi Mumbai 400703 represented by Mr. Ratan Gupta, Branch Manager, IBS Information Office, IBS Vashi and Mr. R.K. Varma represented by the New Horizon College of Commerce, Airoli, herein made after jointly referred to as Parties, and individually- Party, establish this General Agreement to foster cooperation in conducting webinars, seminars and training programs.

Both parties agree to encourage the following activities, in particular to promote national/international training and placement cooperation:

1. This General Agreement shall be applicable to organizations attached to each party.
2. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this agreement.
3. This Agreement is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process/research relationship.
4. This General Agreement shall become effective as of the date of signatures of both parties. The Agreement may be amended by the written consent of the parties.



*R.K. Varma*  
**PRINCIPAL**

New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.

ICFAI GROUP

**Information office:** A 601, BSEL Tech Park, Opposite Vashi Railway Station, Navi Mumbai  
Mob.: 9664178799

Email: [vashi@ibsindia.org](mailto:vashi@ibsindia.org), Website: [www.ibsindia.org](http://www.ibsindia.org)

5. This Agreement is in force for **1 year i.e 2022 -23**. The Agreement may be extended for additional one year upon the written consent of both parties. In such case this Agreement should be reviewed to evaluate the progress and the quality of the mutual cooperation. If the Agreement is not renewed by mutual consent, the Agreement will conclude at the end of the specified time period, or after activities in progress have concluded.

6. This Agreement may be terminated by either party with a minimum of 30 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

7. Each party shall designate a person or office to serve as liaison for implementing this Agreement.

**IBS, shall provide:**

- Skilled Resource Persons to conduct Student Knowledge Development Programs.
- Skilled Resource Persons to conduct Faculty Knowledge Development Programs.
- Campus Tour, Mock Tests of IBSAT Exams.
- Branding activities during the college fests.
- Banner displays during Teacher's Day and on other occasions.



*Kant*  
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**COLLEGE Shall Provide:**

- Necessary support, infrastructure, facilities for attainment of above objectives Facilitate the dissemination of information regarding the Program to students
- Webinars, Seminars and Programs carry no charges whatsoever from students or college.

**Modification**

No amendment, modification or waiver of any provisions of this MoU shall be effective unless the same is in writing and signed or executed by both the Parties

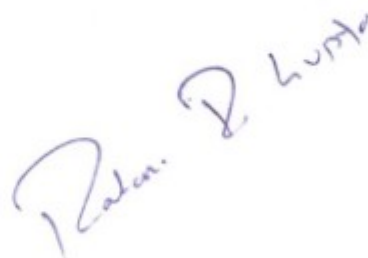
IN WITNESS, WHEREOF, each of the Parties hereto has caused this MoU to be executed by its duly authorized representative on the day first here in above written.

For and on behalf of  
New Horizon College of  
Commerce, Airoli

For and on behalf of  
IBS, Vashi



Mr. R.K. Varma  
(Principal)  
Date:



Mr. Ratan Gupta  
(Branch Manager)  
Date:



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**MoU**  
**BETWEEN**  
**NEW HORIZON COLLEGE OF COMMERCE**  
  
**&**  
  
**DOUBLE INFINITY**

**Valid period :- 22/06/2022 – 21/06/2023**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Double Infinity**

**And**

**NAGAR YUWAK SHIKSHAN SANSTHA AIROLI'S**

**NEW HORIZON COLLEGE OF COMMERCE**





**Nagar Yuwak Shikshan Sanstha Airoli**  
**NEW HORIZON COLLEGE OF COMMERCE**

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**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 22<sup>nd</sup> day of August, Two Thousand and Twenty Two (2022), by and between:

**NAGAR YUWAK SHIKSHAN SANSTHA AIROLI'S NEW HORIZON COLLEGE OF COMMERCE** having its address at **Plot No.5, Sector - 13, Airoli, Navi Mumbai,** the First Party (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**AND**

**Double Infinity** having its registered office at **Unit No 202 2nd floor Leonardo office building, Hiranandani Estate Ghodbunder Road Thane West,** the Second Party, and (hereinafter referred to as "Second Party", a company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators, and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

**WHEREAS:**

A) First Party is a Higher Educational Institution named **NAGAR YUWAK SHIKSHAN SANSTHA AIROLI'S NEW HORIZON COLLEGE OF COMMERCE**".

B) First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.



*Parit*  
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- C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Internship/ Training, Placement and Entrepreneur Assistance.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Double Infinity**, the Second Party is engaged in Skill Development, Education, and Placement Services in the fields of Computers, Information Technology and Marketing and Sales related fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1: CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within **NAGAR YUWAK SHIKSHAN SANSTHA AIROLI's NEW HORIZON COLLEGE OF COMMERCE** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2: SCOPE OF THE MOU**

- 2.1 The students from the institutions could play a key role in developing entrepreneurial contributions by acquiring the necessary skills for the



*Ramk*  
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growth of the nation. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 **Curriculum Design:** Second Party will design and execute the courses, curriculum and method of teaching by keeping the first party informed and updated.
- 2.3 **Skill Development Programs:** Second Party to train the students of First Party on the emerging skills in order to bridge the skill gap and make them industry ready.
- 2.4 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party as per curriculum requirement.
- 2.5 **Placement/ Internship of Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/ jobs; if needed in the industry of expertise of the Second Party only.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.7 There is no financial commitment on the part of the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3: VALIDITY

- 4.1 This Agreement will be valid for 1 year, from above mentioned date until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.



*Handwritten signature*  
**PRINCIPAL**  
New Horizon College of Commerce  
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NAVI MUMBAI 400 708.

- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

#### **CLAUSE 4: RELATION BETWEEN THE PARTIES**

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

#### **CLAUSE 5: VARIATION**

- 6.1 No addition to, or modification of, any provision of this MOU shall be binding on either Party unless made in writing and signed by duly authorized representatives of both the Parties.

#### **CLAUSE 6: CONFIDENTIALITY OF INFORMATION**

- 7.1 The Parties herewith undertake to treat confidentially all information that they obtain directly or indirectly from each other within the framework of the engagement. Confidential treatment means that the information obtained may not be made available to a third party and that the information may not be used for the parties' economic purposes or for the purposes of a third party. The Parties undertake to use the information obtained solely for the purpose stipulated in this MOU.

#### **CLAUSE 8: PROPER LAW AND ARBITRATION**

- 8.1 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the



*Kanib*  
**PRINCIPAL**

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Arbitration Act, 1996. The place of the arbitration shall be at the District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Mumbai.

**AGREED:**

For



**I/C PRINCIPAL**

New Horizon College of Commerce  
Plot # 5, Sector - 13, Airoli,  
NAVI MUMBAI 400 708.

Authorized Signatory



For




Authorized Signatory

<b>NAGAR YUWAK SHIKSHAN SANSTHA AIROLI'S NEW HORIZON COLLEGE OF COMMERCE</b>	<b>DOUBLE INFINITY</b>
<b>Address:</b> Plot-5, Sector-13, Near National Burns Hospital Airoli Navi Mumbai 400708	<b>Address:</b> Shop No-104, Bwiny Leonardo, Hiranandani Estate Thane West, Thane 400607
<b>Contact Details:</b> 02220871721	<b>Contact Details:</b> 8356847560
<b>E-mails:</b> enquiry@nhimsa.com	<b>E-mails:</b> doubleinfnty@gmail.com
<b>Web:</b> www.nhimsa.com	<b>Web:</b> www.doubleinfinity.co

Witness1:

Witness2:




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**MoU**

**Between**

**NEW HORIZON COLLEGE OF COMMERCE**

**&**

**NASA INFRACON PVT. LTD**

**Entered date: 22/06/2022 – 21/06/2025**



**Nagar Yuwak Shikshan Sanstha Airoli**  
**NEW HORIZON COLLEGE OF COMMERCE**

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on 22<sup>nd</sup> June 2022, by and between **NAGAR YUWAK SHIKSHAN SANSTHA AIROLI's NEW HORIZON COLLEGE OF COMMERCE** residing at **Plot No.5, Sector - 13, Airoli, Navi Mumbai**, hereinafter referred to as the "**First Party**," and **NASA INFRACON PVT. LTD. CIN No. U70100MH2011PTC393115** residing at **Unit No 202 2nd floor Leonardo office building, Hiranandani Estate Ghodbunder Road Thane West** hereinafter referred to as the "**Second Party**," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the **Facility of Stationery items and Housekeeping staff** to the college.

**WHEREAS** the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth.

### **PURPOSE**

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the **Facility of Stationery items and Housekeeping staff** in the College.

### **RESPONSIBILITIES OF THE PARTIES**

The Parties shall endeavor to work together to develop and establish policies and procedures that will work for the benefit of the college and make the necessary arrangements for the stationery related to the Examination, documents, files, registers, printing papers, marker, and duster. And also provide efficient and hardworking Housekeeping staff for the college.

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support



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of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to stationery facilities.

#### **TERM OF THIS MEMORANDUM**

The term of this Memorandum of Understanding shall be for a period of 3 **years** from the effective date and maybe extended upon written mutual agreement of both Parties.

#### **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

#### **GENERAL PROVISIONS**

The Parties acknowledge and understand that they must be able to fulfil their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

#### **LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties because of the terms of this Memorandum of Understanding.

#### **ARBITRATION/MEDIATION DISPUTE RESOLUTION**

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. If the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.



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**PRINCIPAL**  
Horizon College of Commerce  
Sector- 13, Airoli,  
MUMBAI

The parties agree that any claim or dispute that arises from for through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

If any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable.

#### **NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

#### **ASSIGNMENT**

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

#### **ENTIRE UNDERSTANDING**

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

#### **MOU SUMMARIZATION**

**FURTHERMORE**, the Parties to this MOU have mutually acknowledged and agreed to the following:

- ✓ The Parties to this MOU shall work together in a cooperative and coordinated effort.
- ✓ It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
- ✓ The Parties to this MOU shall mutually contribute and take part in all phases of the planning and development of stationery facility, to the fullest extent possible.



*Kanib*  
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- ✓ It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- ✓ The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the facility.
- ✓ In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.
- ✓ The Parties to this MOU have the right to terminate their participation individually or jointly in this Agreement provided that advanced 30 days written notice is delivered to the other party.
- ✓ Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

**SIGNING OF THE MEMORANDUM OF UNDERSTANDING**

IN WITNESS WHEREOF the parties have set and subscribed their respective hands the day and year first hereinabove written:



**H/C PRINCIPAL**  
 New Horizon College of Commerce  
 Plot # 5, Sector - 13, Airoli,  
 NAVI MUMBAI 400 708.



SIGNED SEALED AND DELIVERED

For Nagar Yuwak Shikshan Santha, Airoli, New Horizon College of Commerce

SIGNED SEALED AND DELIVERED



For NASA Infracon Pvt. Ltd



**PRINCIPAL**  
 New Horizon College of Commerce  
 Plot # 5, Sector- 13, Airoli,  
 NAVI MUMBAI 400 708.



**Nagar Yuwak Shikshan Sanstha Airoli**  
**NEW HORIZON COLLEGE OF COMMERCE**

Plot No.5, Sector -13, Airoli, Navi Mumbai 400 708.

Phone: 91 22 20871721

**AFFILIATED TO UNIVERSITY OF MUMBAI**

E-Mail: [nhims2011@gmail.com](mailto:nhims2011@gmail.com) / [enquiry@nhimsa.com](mailto:enquiry@nhimsa.com)

(University Affiliation No. Aff./Recog - 1/2049 of 2011 dated 06.05.2011)

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**MoU**  
**BETWEEN**  
**NEW HORIZON COLLEGE OF COMMERCE**  
**&**  
**Skill Academy by Testbook**

**Valid period :- 18/06/2022 – 17/06/2023**



# Memorandum of Understanding (MoU)

*Between*

**NEW HORIZON COLLEGE OF  
COMMERCE**  
*and*

**Skill Academy by Testbook**

**July 18,2022**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into as of July 18, 2022 (the "Execution Date") by and between, NEW HORIZON COLLEGE OF COMMERCE, (hereinafter referred to as "NHCC")

AND

Testbook Edu Solutions Pvt. Ltd. ( PAN: AASCS8515R and CIN: U72200MH2013PTC241118), a private limited company incorporated under the Companies Act, 1956, engaged in providing online educational courses to students, having its registered office at 1st and 2nd Floor, Zion Building, Plot no. 273, Sector No. 10, Kharghar, Navi Mumbai, Raigarh, Maharashtra - 410210 (hereinafter referred to as "Skill Academy", which expression shall unless repugnant to the context or meaning thereto shall mean and include its successors and permitted assigns) represented herein by its Director, Mr. Ashutosh Kumar, duly authorized by its board of directors vide resolution dated 16th November 2019.

### "Parties

#### WHEREAS:

A. Skill Academy will provide its services under Skill Academy Campus Program for use by NHCC in respect of "End Users" (all students who are presently enrolled in any program with the institution), in accordance with the terms and conditions set out herein.

B. Pursuant to the foregoing, the Parties have agreed to enter into this MoU to set forth the terms and conditions of their arrangement in the following sections.

As a part of this MoU, both the parties have identified and hereto agree to the following responsibilities respectively:

### 1. RESPONSIBILITIES

#### 1.1 Responsibilities of Skill Academy

A. Skill Academy with the help of NHCC shall get all the willing students of NHCC to register in the Skill Academy Camp with email ID & contact number to avail the services & benefits

B. There will be no financial implications involved between Skill Academy and NHCC

during the "Term" (defined hereafter) of this MoU, the end-users will get the following benefits under Skill Academy Camp.

- Complete Preparation for Job & Internship - Activities for a period of 1 year which would include Live Aptitude Tests & Company Specific Mock Tests.
- Live Bootcamp from Top Industry Experts (Minimum of 25)
- Free Access to all the content under Testbook Pass for a period of 1 month
- Chance to get internships & full-time job opportunities through various competitions.



PRINCIPAL

New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.

## TESTBOOK EDU SOLUTIONS PVT. LTD.

1<sup>st</sup> & 2<sup>nd</sup> Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118



C. Campus Performance Dashboard, which will provide real-time performance analytics of student engagement & performance to college management. Performance of those students will only be included who register in the Skill Academy Camp with the help of Campus Representative

### 1.2 Responsibilities of NHCC

- To spread the awareness about the benefits of Skill Academy Camp among college students through all means possible in the capacity of college management like Issuing Notice, email, SMS, Whatsapp, Facebook, LinkedIn, etc
- To help Skill Academy Team in promoting various Live Sessions, Skills Bootcamps, Aptitude Tests, etc among college students through all means possible so that a maximum number of students can be benefitted.
- Facilitate in forming a Whatsapp Group with Placement Cell Representative and Skill Academy team which would act as a common point of interaction/communication

### Other provisions:

- This MoU shall be valid for an initial period of 1 (one) year from the Execution Date ("Term ") unless terminated earlier by Parties.
- Skill Academy shall keep all the data collected from the students confidential and shall NOT share/disclose to anyone in any form whatsoever without prior written permission from the students. Skill Academy also agrees that the data collected shall be used for the purpose envisaged in this MoU and not for any other purpose.

### AGREED AND ACCEPTED:

For and on behalf of NEW HORIZON COLLEGE OF COMMERCE

Signature

Name :

Title :

Date :

For and on behalf of Skill Academy by

TESTBOOK EDU SOLUTIONS PVT LTD

Signature

Name : Ashutosh Kumar

Title : CEO

Date :



*Handwritten signature in green ink*

PRINCIPAL

New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.

**TESTBOOK EDU SOLUTIONS PVT. LTD.**

1<sup>st</sup> & 2<sup>nd</sup> Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118



**Nagar Yuwak Shikshan Sanstha Airoli**  
**NEW HORIZON COLLEGE OF COMMERCE**

Plot No.5, Sector -13, Airoli, Navi Mumbai 400 708.

Phone: 91 22 20871721

**AFFILIATED TO UNIVERSITY OF MUMBAI**

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(University Affiliation No. Aff./Recog - 1/2049 of 2011 dated 06.05.2011)

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**MoU**  
**BETWEEN**  
**NEW HORIZON COLLEGE OF COMMERCE**  
**&**  
**EDUMINDZ**

**Valid period :- 1/04/2021 – 31/03/2024**

# EDUMiNDZ

Education and Training Consultants

Regd. Office: Suyash Park, Room No:602, A wing, Plot No: 123, Sec 23, Ulwe, 410206, Maharashtra, India

Head Office: 1-2, Shiv Shristi CHS, Plot-8A, Sec-9, Airoli,400708, Maharashtra, India



# EDUMiNDZ

Education & Training Consultants.

## EDUMINDZ GLOBAL

1-2, Shiv Shrishti, Plot 8A,  
Sector 9, Vitthal Mandir Road Airoli, Navi Mumbai - 400708,  
Maharashtra, India.

Contact: +91 9702430873, +91 8169452591,

Email: [biplab.puitandy@gmail.com](mailto:biplab.puitandy@gmail.com)

[inquiry@edumindz.com](mailto:inquiry@edumindz.com),

Web: [www.edumindzglobal.org](http://www.edumindzglobal.org)

LinkedIn: <https://www.linkedin.com/in/biplab-puitandy-90b8a229>



Find us on: Facebook, Instagram, Google Business, Twitter, YouTubeConnect with us for the nearest Branch/Associate/Training Centre.

**NOTARIZED**  
**VIDYA M. NAIK**  
N.CoM, LL.B  
ADVOCATE & NOTARY  
GOVT. OF INDIA  
Regd. No.: 16057  
Safalya CHS, Sec.-7, Plot No. 14  
Airoli - 400 708



**PRINCIPAL**  
New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.

**Website**  
[www.edumindz.com](http://www.edumindz.com)  
[www.edumindzglobal.org](http://www.edumindzglobal.org)

**Phone**  
+91 9702430873  
+91 8169452591

**Email**  
[info@edumindzglobal.org](mailto:info@edumindzglobal.org)  
[inquiry@edumindz.com](mailto:inquiry@edumindz.com)

**Mumbai Thane Nanded Delhi Kolkata**

## MEMORANDUM OF UNDERSTANDING

**BETWEEN: EDUMINDZ GLOBAL and NEW HORIZON OF COLLEGE OF COMMERCE**

This Agreement is made on 1 April, 2021 (Two Thousand and Twenty One) and is valid till 31 March, 2024 (Two Thousand and Twenty-Four).

**EDUMINDZ Global** (hereinafter called EduMindz), an organization registered with the MSME, Maharashtra, India having its Functional office address at Shop 1,2, Shiv Shruti ,Sector 8, Airoli, Navi Mumbai 400708, India.

**EduMindz Global** is an education, training and consulting company, which focuses on providing an array of education solutions to all stakeholders, partner organizations, and support authorities through which it functions in tandem. EduMindz has Relevant Authorization on Training, and Admission Application processing to Institutions in India and Abroad.

**New Horizon College of Commerce**, Airoli, Navi Mumbai is a reputed institute under Nagar Yuvak Shikshan Sanstha for BBM, BMS, BFM, B.Com., and M.Com. Courses affiliated to University of Mumbai.

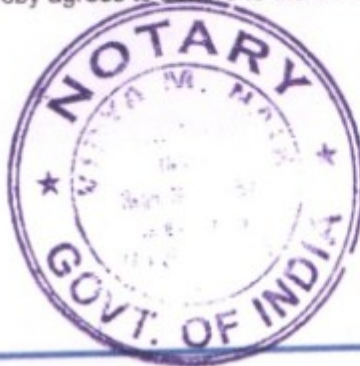
### OBJECTIVE

**EduMindz & New Horizon College of Commerce** by signing this agreement associate to participate in Co-Branding and Co- Promotion to Facilitate and prepare students for Indian and Overseas Education eligibility tests such as IELTS, TOEFL, PTE, GRE, GMAT, and SAT, NEET, IIT-JEE, IAT and assign all its students to get support EXCLUSIVELY from EduMindz at the International Service Desk inside the campus and/or office, according to the terms agreed upon.

### BOTH PARTIES HEREBY AGREE AS FOLLOWS THAT

This Agreement shall be effective from 1<sup>st</sup> April, 2021 and shall stay valid 31 March, 2024 . The Agreement can be further extended subject to satisfactory performance of New Horizon College of Commerce and subject to extension of the program by EduMindz.

By signing this agreement, New Horizon College of Commerce at Plot No. 5 Sector 13, Airoli Navi Mumbai 400708 Maharashtra, India, hereby agrees to adhere to the terms and conditions as contained hereunder



*Kaib*

**PRINCIPAL**  
New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.

**Website**  
www.edumindz.com  
www.edumindzglobal.org

**Phone**  
+91 9702430873  
+91 8169452591

**Email**  
info@edumindzglobal.org  
inquiry@edumindz.com

**Mumbai Thane Nanded Delhi Kolkata**

# EDUMiNDZ

Education and Training Consultants

Regd. Office: Suyash Park, Room No:602, A wing, Plot No: 123, Sec 23, Ulwe, 410206, Maharashtra, India  
Head Office: 1-2, Shiv Shristi CHS, Plot-8A, Sec-9, Airoli, 400708, Maharashtra, India

## SERVICES OFFERED

1. That EduMindz, Mumbai partners with New Horizon College of Commerce to act on its behalf as lawful representative for evangelizing TOEFL, IELTS, PTE, GRE, GMAT, SAT, Communicate to Conquer, Employment Skill Development Training, Communication Skills, Verbal Aptitude, Interview Preparation, Resume Writing, Email Etiquette, Group Discussion/ Personal Interview, Basic Excel, Reports Service, Customer Service, Soft Skills, Faculty Development Training.
2. Services guaranteed by EduMindz includes Overseas Education Counseling, Eligibility Tests preparation, College Application Processing, SOP, LOR Assistance, Visa Processing, Educational Loan Support, Accommodation assistance, and Travel Documentation, within their legal jurisdiction, which will help students to attain necessary additional qualification while applying for higher education overseas.
3. That EduMindz agrees to educate the students and provide the above services within the premises of **New Horizon College of Commerce** at Airoli, Navi Mumbai. That EduMindz shall offer all allied services pertaining to Visa, GIC, Insurance, Student Loan, College/Tuition Fee Transfer through its agent, and so on.

## FUNCTIONAL DETAILS

1. The New Horizon of College of Commerce to promote students to register and prepare for eligibility tests
2. The services will be provided by EduMindz as specified in the agreement, with reasonable skill and care, and as rationally as possible within the agreed time schedule.
3. There is no obligation on EduMindz to offer any other work beyond that specified in this Agreement, and no obligation on EduMindz to accept any other work that may be offered by the New Horizon College of Commerce.
4. The New Horizon College of Commerce is engaged as an independent entity, with the ability to take ownership of the assignment.
5. EduMindz has no responsibility or liability in case any participant engages in any subversive act not conducive to The New Horizon College of Commerce.

## COPYRIGHT OF CONTENT

The New Horizon of College of Commerce agrees that EduMindz shall retain all copyright and other intellectual property rights in everything developed for the purpose and use at the premises by itself, including knowledge, products, systems, methodologies, software, and database, either before, or during this agreement.

The New Horizon College of Commerce agrees to hold confidential and not use for its own benefit or any other party's benefit, any secret or confidential information acquired by the New Horizon College of Commerce or its employees by virtue of services performed in accordance with this agreement. Information shall be considered secret or confidential only if explicitly stated as such and communicated in advance unless.



*Handwritten Signature*  
PRINCIPAL

New Horizon College of Commerce

Phone

+91 9702430878  
+91 8169452591

Plot # 5, Sector- 13, Airoli, NAVI MUMBAI 400 708

Email

info@edumindzglobal.org  
inquiry@edumindz.com

Website

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www.edumindzglobal.org

Mumbai Thane Nanded Delhi Kolkata

# EDUMiNDZ

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Regd. Office: Suyash Park, Room No:602, A wing, Plot No: 123, Sec 23, Ulwe, 410206, Maharashtra, India  
Head Office: 1 -2, Shiv Shristi CHS, Plot-8A, Sec-9, Airoli, 400708, Maharashtra, India

## BUSINESS UNDERSTANDING:

1. The Business association is a collaborative effort from both entities and therefore, every support in marketing, awareness building, seminars, webinars, and representation will be discussed and delivered according to the viability assessment.
2. Co-Branding is the key mission, and therefore the objectives will be respected in almost every area of the business transactions included herein.
3. New Horizon of College of Commerce with guarantee EduMindz with at least 10 Minimum Candidates fully convertible to Revenue.
4. The training and upgradation of the associate will be mostly free for the approved and endorsed candidate from the associate

## SCHEDULED CLOSURE/RENEWAL OF AGREEMENT

On 31st March 2024, this agreement along with clauses stated herein would dissolve. Closure of the agreement shall be on the last day of the agreement. Early termination of agreement/ association by either party shall be entertained, after mutual discussion involving/ stating valid reasons. The entity/associate/institute/college agreeing to the terms stated herein will not entitle, involve and associate with any third party providing similar services, discomfoting the service provider.

## TERMINATION: The agreement can be terminated

1. By both the parties if they mutually agree to discontinue the association upon disclosure of reason to the respective authorities (opposite parties) sighting either discrepancy of Finances or Services promised therein at the time of inception of the agreement, by issuing a 60-day notice in writing, and, upon clearance of commercials
2. By EduMindz, if the New Horizon College of Commerce fails to provide the Services in accordance with the terms agreed.
3. By EduMindz, if there is a breach of the Non-Disclosure Agreement by the New Horizon College of Commerce

IN WITNESS WHEREOF, this Agreement has been executed by authorized signatories of the respective parties on the date and year first written above.

Authorized Signatory (EDUMINDZ GLOBAL, MUMBAI)

Signature  
Date:

Name: *Biplab Bhatnagar*  
Place: *Airoli*

**NOTARIZED**

**VIDYANIK**  
ADVOCATE & NOTARY  
GOVERNMENT OF INDIA  
Regd. No. 16057  
Safalya CHS, Sec.-7, Plot No. 14  
Airoli - 400 708

Authorized Signatory (New Horizon College of Commerce)

Signature  
Date:

*2/04/2021*  
**PRINCIPAL**

New Horizon College of Commerce

Name: *Raghvindra Varma*  
Place: *Airoli*

Designation: *Principal*

*25 MAR 2021*

**Website**

Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.  
[www.edumindz.com](http://www.edumindz.com)  
[www.edumindzglobal.org](http://www.edumindzglobal.org)

**Phone**

+91 9702430873  
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[inquiry@edumindz.com](mailto:inquiry@edumindz.com)

**PRINCIPAL**

New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.

**Mumbai Thane Nanded Delhi Kolkata**

**NOTED & REGISTERED**  
Sr. No. *5111R* Date: *25 MAR 2021*



**Nagar Yuwak Shikshan Sanstha Airoli**  
**NEW HORIZON COLLEGE OF COMMERCE**

Plot No.5, Sector -13, Airoli, Navi Mumbai 400 708.

Phone: 91 22 20871721

**AFFILIATED TO UNIVERSITY OF MUMBAI**

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(University Affiliation No. Aff./Recog - 1/2049 of 2011 dated 06.05.2011)

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**MoU**  
**BETWEEN**  
**NEW HORIZON COLLEGE OF COMMERCE**  
**&**  
**SEWA COMPUTER ACADEMY**

**Valid period :- 1/04/2018 – 31/03/2023**



# Sewa Computer Academy

## Memorandum of Understanding (MOU)

### SEWA COMPUTER ACADEMY

1<sup>ST</sup> Floor, Shree Prabhavi, Charai Naka,  
Almeda Road,  
Thane (W)-400602  
Maharashtra

AND

### NEW HORIZON COLLEGE OF COMMERCE

PLOT 5, SECTOR 14 Near NATIONAL BURN CENTRE  
AIROLI NAVI MUMBAI-400708

This Memorandum of Understanding ("MOU") is entered into on **1<sup>st</sup> April, 2018**, by and between **SEWA COMPUTER ACADEMY**, and **NEW HORIZON COLLEGE OF COMMERCE**

#### Objective:

The parties hereby agree to collaborate for the students Diploma in Advance Excel course & Diploma in Tally Prime and GST.

#### Terms and Conditions:

1. **Duration:** This MOU shall be effective from **1<sup>st</sup> September, 2018** and shall remain in force for a period of **5 years** unless terminated earlier by mutual agreement.

#### 2. Responsibilities of SEWA Computers:

1. Complete Advance excel course within stipulated time frame.
2. To provide certificate after passing examination.
3. There is no financial implication beside fees.

#### 3. Responsibilities of NHCC:

1. To spread awareness regarding computer courses among students.
2. To help SEWA COMPUTERS to conduct seminars, Tests etc. among college students



*Parla*  
**PRINCIPAL**  
New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.



**4. Other Provisions:**

**SEWA COMPUTERS** shall keep all the students data confidential and shall NOT disclose to anyone.

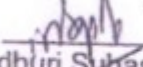
**5. Amendments:**

- Any amendments to this MOU must be made in writing and agreed upon by both parties.

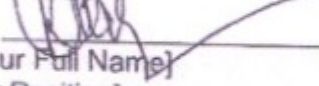
**AGREED AND ACCEPTED:**

Signatories:

**SEWA COMPUTERS ACADEMY, THANE**

Signature:   
Name: Madhuri Suhas Patkar  
Title: Proprietor  
Date: 31<sup>st</sup> March, 2018

**NEW HORIZON COLLEGE OF COMMERCE, AIROLI**

Signature:   
Name: [Your Full Name]  
Title: [Your Position]  
Date: [Date]



**PRINCIPAL**  
New Horizon College of Commerce  
Plot # 5, Sector- 13, Airoli,  
NAVI MUMBAI 400 708.

