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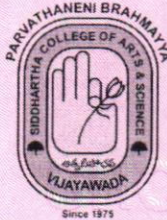
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**Parvathaneni Brahmaya  
Siddhartha College of Arts &  
Science,**

An autonomous college under the jurisdiction  
of Krishna University,  
MTM., Siddhartha Nagar, Moghalrajapuram,  
Vijayawada -520010, Andhra Pradesh, INDIA

*G. Srilatha*



**Cognitive Education &  
Technology  
Private Limited (IFLAP),**  
20-411/1, Ekalavya Nagar, Mk Nagar,  
Malkajgiri, Hyderabad, Tirumalagiri,  
Telangana – 500047.  
INDIA

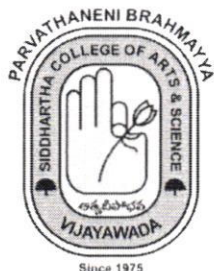
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**MEMORANDUM OF UNDERSTANDING  
(MoU)**



**BETWEEN**

**Parvathaneni Brahmaya  
Siddhartha College of Arts & Science**

An autonomous college under the jurisdiction of Krishna University,  
MTM., Siddhartha Nagar, Moghalrajapuram,  
Vijayawada -520010, Andhra Pradesh, INDIA

**IFLAP**

**AND**

**Cognitive Education & Technology  
Private Limited (IFLAP),**

20-411/1, Ekalavya Nagar, Mk Nagar, Malkajgiri,  
Hyderabad, Tirumalagiri, Telangana – 500047.  
INDIA

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered in to on this the **(Date: 6<sup>th</sup> June 2024)**, by and between

**Parvathaneni Brahmayya Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajpuram, Vijayawada 520010 Krishna District, Andhra Pradesh, India, the **First Party and** represented here in by its **Dr. G. Srilatha**, HoD, English (here in after referred as '**PBSCAS**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**AND**

**Cognitive Education & Technology Private Limited (IFLAP)**, 20-411/1, Ekalavya Nagar, Mk Nagar, Malkajgiri, Hyderabad, Tirumalagiri, Telangana, India, 500047 the Second Party, and represented herein by its Chairman **Mr. Praneeth Alahari** (here in after referred as '**IFLAP**', the 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:

We share the common vision of empowering the students by imparting industry-relevant skill sets and increasing their employability.

To achieve our common goal IFLAP and PBSCAS would collaborate on the following framework to execute the student's training.

#### 1. Purpose :

This Memorandum of Understanding (MOU) outlines the terms and conditions of collaboration between IFLAP and PBSCAS for the provision of foreign language programs at PB Siddhartha College.

#### 2. Objectives :

The objectives of this collaboration are to enhance the foreign language learning opportunities for students at PBSCAS and to facilitate their linguistic and cultural development.

#### 3. Scope :

IFLAP shall provide the following services as part of this collaboration:

- Delivery of foreign language courses (French, Spanish, German, Japanese, Chinese, and Arabic) encompassing levels A1.1, A1.2, A2.1, A2.2, B1.1, B1.2, B2.1, and B2.2 / N5.1 N5.2 N4.1 N4.2 N3.1 N3.2 N2.1 N2.2



Contd./2/..

-:2:-

- IFLAP will provide qualified instructors to deliver foreign language courses directly to PBSCAS students. This includes curriculum development, instructional delivery, and certification of the instructors employed by IFLAP.
- Provision of learning materials and resources.
- Job assistance to certified language students.

#### **4. Duration :**

This MOU shall commence on 5<sup>th</sup> June 2024 and shall remain in effect for a period of 3 academic years, ending on 01-05-2027. Upon mutual agreement, the MOU may be extended or modified with prior written notice.

#### **5. Responsibilities**

##### 5.1 IFLAP Responsibilities:

- Develop and deliver high-quality foreign language programs according to the specified levels.
- Provide necessary training and support to PBSCAS students involved in the delivery of language courses.
- Ensure timely provision of learning materials and resources.
- Conduct periodic assessments and evaluations of student performance.
- Provide job assistance to certified language students.

##### 5.2 PBSCAS Responsibilities:

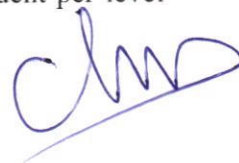
- Allocate necessary facilities and resources for the implementation of language programs.
- Facilitate coordination between IFLAP and PBSCAS faculty/staff.
- Assist in the promotion and marketing of language courses.

#### **6. Financial Arrangements**

The payment for language courses shall be as follows:

European Languages (French, Spanish, German):

- Beginner Levels (A1.1, A1.2): ₹3500 per student per level
- Intermediate Levels (A2.1, A2.2): ₹4000 per student per level
- Advanced Levels (B1.1, B1.2, B2.1, B2.2): ₹4500 per student per level



Contd./3/..

Asian Languages (Japanese, Chinese):

- Beginner Levels (N5.1, N5.2): ₹4500 per student per level
- Intermediate Levels (N4.1, N4.2): ₹5000 per student per level
- Advanced Levels (N3.1, N3.2): ₹5500 per student per level
- Native Levels (N2.1, N2.2): ₹6000 per student per level

Arabic (All levels): 2500/ Student per level (Subject to changes)

**Academic Fee Structure / Curriculum:**

French, Spanish, German - ₹3500 per student per year

Japanese - ₹5000 per student per year

- Full payment for the initial level (A1.1 or N5.1) of the language course shall be remitted by PBSCAS prior to the commencement of the respective course to Cognitive Education & Technology Pvt. Ltd (parent company of IFLAP).
- Subsequent levels' payment, including continuation levels such as A1.2, N5.2, etc. or Curriculum fee, shall be disbursed by PBSCAS to Cognitive Education & Technology Pvt. Ltd before the commencement of the respective course level, based on a mutual understanding between parties.

This agreement ensures a seamless payment process and facilitates clear communication between PBSCAS and IFLAP (Cognitive Education & Technology Pvt. Ltd)

**7. Dispute Resolution**

In the event of any dispute arising from this MOU, both parties shall seek to resolve the matter amicably through good-faith negotiations. If a resolution cannot be reached, the dispute shall be referred to arbitration in accordance with the laws of the Republic of India.

**8. Governing Law and Jurisdiction**

This MOU shall be governed by and construed in accordance with the laws of the Republic of India.

All disputes, questions or differences whatsoever which shall at any time hereafter arise between the Parties hereto or their respective representatives or any of them, and which the Parties are unable to settle amicably between them, concerning or relating to incidents flowing from this MOU or the validity, construction, meaning, operation or effect thereof, or any clause herein contained, or as to the rights, duties or liabilities of the Parties hereto under or by virtue of this MOU, shall be finally settled through Mediation in accordance with the rules and procedures laid down in ARBITRATION AND CONCILIATION ACT, 1996 by one (1) Mediator appointed by mutual acceptance of the parties.

Contd./4/..

The said Mediation shall take place at such place as both the parties to this MOU resolve.

In case the parties fail to resolve their dispute through Mediation, the aggrieved party is given a right to approach the Competent Civil Court.

For the purpose of this clause, the Courts at Hyderabad shall have exclusive jurisdiction in respect of any dispute arising out of this MOU.

### **Default/Breach of any terms**

For the Purpose of this MoU, hereinafter referred to as the 'Party of the First Part' (IFLAP) and hereinafter referred to as the 'Party of the Second Part' (PBSC)

For the purpose of this MOU, the word breach is to be construed as follows: -“Any deviation with the terms of this MOU by either of the parties”.

In case of breach of any of the terms of this MOU by either of the parties, the party who suffered loss because of such breach is vested with unfettered liberty to choose between rescinding the MOU and continuing the MOU subject to such other terms of this MOU.

It is agreed by both parties that in case of a breach of any of the terms, the following rights and liabilities shall flow from such breach: -

### **Default/Breach committed by the party of the first part: -**

· In case the party of the first part fails to perform any part of its obligations as undertaken in this MOU, it is agreed that the party of the first part shall pay compensation to the party of the second part

· The compensation so payable shall be calculated as per the rate as agreed and in proportion to the unfulfilled/unperformed part of obligations

· Apart from the proportionate compensation in respect of unfulfilled work, the party of the first part is not liable to pay any other amount to the party of the second part.

· The party of the second part is not entitled to claim any interest of any sort on such proportionate compensation payable by the first part.



In case if the parties fail to arrive at a consensus as to what would be the proportionate cost payable to the aggrieved party, both parties shall make an endeavor to submit the dispute to a mediator who will be a person appointed at the mutual acceptance of both the parties to this MOU.

· It is agreed between the parties that the decision of the Mediator so appointed as to the amount of the compensation payable shall be final.

**Default or breach by the party of the second part: -**

· In any case if the party of the second part falls short in performing its part of obligations as undertaken in this MOU.

· The party of the first part is entitled to terminate this MOU with immediate effect.


· If the party of the first part fails to perform any of its obligations owing to a breach of some other clauses of this MOU by the party of the second part, or owing to such other or any act committed or circumstance created by the party of the second part which makes it impossible for the party of the first part to perform its obligations, the party of the second part shall be considered as the party breaching the MOU and the party of the second part shall not be entitled to make any claims for compensation from the party of the first part for such nonperformance of its obligations.

· It is further agreed between the parties that the following instances would not constitute a breach of the terms of this MOU by the party of the first part:

Ø The student's inability to catch up with the instructor or failure on the part of the students to attend the classes.

Ø The student's failure to understand and comprehend the teaching imparted by the instructor.

· Contd./6/..



**Rights and Liabilities:-**

Subject to other terms of this MOU, both the parties to this MOU shall make all endeavors to fulfill their respective obligations as contemplated by this MOU.

The party of the first party shall make all endeavors to complete the course within such number of sessions as stipulated.

In case of non-completion of the course within the time stipulated, the party of the first part shall extend and conduct such number of sessions as the party of the first part deems required to complete the course.

**If the non-completion of the course is due to any of the following causes:-**

- a. Owing to the failure of the party of the second part by not providing an appropriate environment to the party of the first part for conducting sessions.
- b. Owing to misbehavior of students or willful absence of the students from the sessions;
- c. Such other and any circumstance created by the party of the second part which makes it impossible for the party of the first part to conduct sessions;

The party of the first party shall not be liable to conduct any extra sessions and the sessions lost owing to above-contemplated situations shall be deemed to have been completed.

The party of the first part is entitled to decide the mode of session in accordance with the agreed terms.

It is agreed between the parties that the mode of instruction would be physical only if the number of students enrolled for the course crosses the number 500.

In any case of fewer than 500 students enrolling for a particular course, the medium of instruction for such courses shall be online.

The party of the first part shall make all the endeavors to prepare such curriculum to enable the students to gain most of the respective courses.

Contd./7/..



The party of the first part shall make available to the party of the second part such software or application or website that shall be used for streaming online sessions to the students.

The party of the first party shall at all times ensure the smooth functioning of such software/application/website as the case may be and undertake to resolve within a reasonable time any technical glitch that may arise.

The party of the first part undertakes unconditionally to ensure the protection of the personal data of the students that might be collected during the enrolment time and remains liable to the party of the second part for the protection of such data so collected.

The party of the first part unconditionally undertakes to not further process the personal data of students for any other purpose so collected at the time of enrolment.

The party of the first party undertakes to refrain from selling personal data to any third-party company for monetary gains.

The party of the first part undertakes to destroy such personal data stored on all its servers immediately upon termination of this MOU.

The party of the second party shall remain liable to the party of the first party to create and offer the necessary and requisite environment for the party of the first party to conduct its sessions.

The party of the second part shall remain liable and ensure good conduct from the students enrolling in the courses offered.

The party of the second part shall ensure the safety of the instructor within the premises of the college.

The party of the second part understands that any outrageous act committed against the instructor by the students, resulting in a bodily injury to the instructor, the party of the second part shall be liable for all the consequences that would ensue.

**Jurisdiction:**


Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at 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 **Vijayawada**.

Contd./8/..



**AGREED:**

For **Parvathaneni Brahmayya  
Siddhartha College of Arts & Science**

  
(Dr. G. SRILATHA)  
HoD, ENGLISH





For **Cognitive Education &  
Technology Private Limited (IFLAP)**

  
(CHARAN KUMAR AVIDI)  
DIRECTOR, IFLAP

|   |   |
|---|---|
| Name of Institution : Parvathaneni Brahmayya Siddhartha College of Arts & Science                         | Name of Company: Cognitive Education & Technology Private Limited (IFLAP)                                 |
| Address: Siddhartha Nagar, Moghalrajpuram, Vijayawada – 520 010, Krishna District, Andhra Pradesh, India. | Address: 20-411/1, Ekalavya Nagar, Mk Nagar, Malkajgiri, Hyderabad, Tirumalagiri, Telangana, India,500047 |
| Contact Details: Dr.G. Srilatha, HoD, English<br>Ph : 0866-2475966; 9030777264                            | Contact Details : Mr. Charan Kumar Avidi<br>Director, M : 6303569946                                      |
| E-mail :<br><a href="mailto:gsrilatha@pbsiddhartha.ac.in">gsrilatha@pbsiddhartha.ac.in</a>                | E-mail:<br><a href="mailto:charankavidi@iflap.in">charankavidi@iflap.in</a>                               |
| Web : <a href="http://www.pbsiddhartha.ac.in">www.pbsiddhartha.ac.in</a>                                  | Web : <a href="http://www.iflap.in">www.iflap.in</a>  |

Witness :

1.   
Dr. P. Ramesh  
Principal .
2.   
V. BABU RAO  
Director

Witness :

1. 
- 2.