

# Memorandum of Understanding (MOU)

The made on date..... at Patna

## Between

College Name.....located  
Address.....  
.....

College NAAC Certificate Grade .....College Code.....as party of the  
first part (Herein after referred to as College Name (.....))  
represented by its Agreement Person Name.....Web-  
.....

Email Id - .....BankName-.....  
A/c No-.....IFSC Code-.....

Whereas the First Party - College Name.....is a State  
Private/Government University /College established under the  
City.....

(Establishment and Operations) Act 2005, and offers various courses in various  
educational/professional/technical streams of academics.

## And

M/s IMAGINE CAREER SOLUTIONS. Having its - having its Email [Id-imagineindia3@gmail.com](mailto:Id-imagineindia3@gmail.com)  
[www.imaginecareer.in](http://www.imaginecareer.in) having office address located at-Ground Floor, 16A Adharshila  
Complex, Near RBI, South Gandhi Maidan, Patna, Dist-Patna, Pin Code-800001, Bank name  
– Central Bank Of India A/C NO –3772501803 IFSC Code –CBIN0281668 Type of A/C  
Current as a party of a second part (hereinafter referred to as THE ADMISSION  
CONSULTANT)

Whereas the second party is an admission consultant and is engaged into the business of  
providing students for the enrolment to various Universities, Colleges and Educational  
Institutions.

## **THE MOU NOW WITNESSESTH AS FOLLOW :**

That the second party has approached the First Party to provide students to the First Party  
on commission basis by recommending students for enrolment/admission into various  
courses offered by the First Party subject to the following terms and conditions.

## **Scope of this MOU**

The scope of the MOU is limited only to regular and distance mode students, It means  
that the Second Party shall refer only those students who desire to study at the campus  
and distance mode/corresponding of First Party .

### **Responsibilities of the second party**

1. The second party shall understanding the academic, infrastructure and student service facilities provided by the First Party and on the bass of the same shall identify eligible students and recommend the programs of First Party to the students.
2. The Second Party shall do marketing, promotions, participation in education fair leading to generation of enquiries, information to enquiries, Counseling to the enquiries, conversion of enquiries into prospective admissions by the funding of First Party.

### **Responsibilities of First Party**

1. The First Party shall provide the following to the Second Party for the purpose of identification, counseling, interest generation to the prospective student:
  - a) Prospectus/Information Brochure
  - b) Course Brochures
  - c) Leaflets
  - d) Stadee / books
  - e) New Admission Forms
2. That the First Party shall give complete information related to courses, duration, cost, other charges, facilities, student services and academic information and other information useful for the purpose of counseling to the second party and update the second party from time to time.
3. That the First Party shall extend all possible cooperation to the Second Party.
4. First Party will give money Rs. .... to Second party for the promotion, activity, education fair etc., this advance money will be adjustable in future admissions of the students by Second party.
5. First Party will give .....% of the First yearly Total fee per student who joined College after counseling by the Second Party.

### **General Terms and Conditions**

1. That Second Party shall accept all payment from the students in the form of Demand Draft in favour of College Name.....only.
2. That in case there is a requirement for promotional material, Second Party shall approach First Party for the same, however the Second Party shall not reproduce the advertising material in any condition.
3. That the Second Party shall not promise or take admission of not eligible students. The eligibility is clearly mentioned in the information in the information Brochure.



- a) Copy of Lease Deed
- b) Same as given in standard for all categories

**For Private/Public Limited Companies**

- a) Memorandum of Association and Article of Association
- b) PAN No
- c) Authorization from the co. to sign this MOU
- d) Authorized Signatory requirements as given in Standard for all categories.

**For Partnership/Proprietorship companies**

- a) Authorization to sign this MOU
- b) PAN, Photo ID and Address proof of all Partners.

**For College**

- a) College Affiliated Certificate Copy
- b) College PAN Copy
- c) Registration Copy
- d) Account Detail Copy
- e) Post dated cheque One Pc.

**13. Financial Implications**

1. That in case a student recommended by the Second Party is granted admissions and the student concerned pays the complete fee as decided by the First Party. In that case First Party is liable to pay (.....%) of the First Year Total Fee (such as examination, enrolment, prospectus or any other fee other than Tuition fee etc.) of the Student. by the First Year to the Second Party.
2. That the commission/incentive payable to the Second Party by the First Party is as and when received basis from the admitted student. That is commission is payable to the second party only when the student pays the full fee of the First Semester/First year as the case may be.
3. That the commission is payable via cheque/DD/Cash/RTGS/Digital Transaction only in favour of the Second Party.
4. That any Government Taxes/levies applicable to this agreement will be applicable to both the parties now and in future.

**Duration of this MOU**

This agreement is valid for a period of 2 years from the date of signing of this agreement, and will automatically expire at the completion of two years from the date of signing of this agreement.

**Termination**

Both parties are free to terminate this agreement by giving one month notice to the other in written or via E-mail and by the way of completion of any payments/accounts due on each other.

**Jurisdiction**

In case of any disputes arises between the parties, both parties shall try to settle the dispute amicably, in case the dispute cannot be settled amicably and the matter leads to legal remedy, in that case jurisdiction of Patna, Bihar courts only shall be applicable to both the parties.

**IN WITNESS WHEREOF** the parties here to, have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

For and On Behalf of First Party  
Seal and Signature

For and or Behalf of Second Party  
Seal and Signature

Name- .....

Name-.....

Designation - .....

Designation-.....

Employee Code-.....

Employee Code-.....

Mobile No.-.....

Mobile No.-.....

Date :-.....

Date:-.....

Witness

Witness

1.

1.

2.

2.

Mobile no- .....

Mobile no-.....