

AFFILIATION AGREEMENT

This affiliation agreement is made and entered into

Between

AROHAN ACADEMY OF SKILL DEVELOPMENT PRIVATE LIMITED, A company incorporated under the Companies Act, 2013 having its registered office at 1101, 11th Floor, Antriksh Bhawan, 22, Kasturba Gandhi Marg, New Delhi-110001 (Hereinafter referred to as **"TAMS"**) through its Dean Ms. Aparna D.

and

GALGOTIA UNIVESRITY (hereinafter referred to as **"The University"**). Through its Registrar.

WHEREAS, the University is an educational institution providing a degree program recognized by University Grants Commission (UGC).

WHEREAS, TAMS is in the premier digital media institution backed by Amar Ujala digital, TV and integrated solutions; and

WHEREAS, the TAMS possesses the facilities and professional expertise to provide digital media education to the students in collaboration with GALGOTIAS UNIVERSITY, UTTAR PRADESH,

NOW, THEREFORE, the following are the complete terms and conditions that the parties intend to be legally bound:

Duties and Responsibilities of the University

1. As per agreement delivery of course curriculum and conduct of examination is the responsibility of Galgotias University. Course curriculum will have to be devised by the competent authority of GU as per UGC norms.
2. TAMS shall act as knowledge partner and will provide inputs into the course.
3. Faculty should be on the rolls of GU. Only visiting faculty by any partner in MOU.
4. Course shall be conducted only within the campus of GU
5. Admission of students strictly in terms of the criteria set by competent authority of University.
6. Fee Fixation shall be the responsibility of University, Uttar Pradesh

7. All the students will be admitted by the Galgotias University, Uttar Pradesh and all the students shall be on the roles of Galgotias University, Uttar Pradesh
8. Galgotias University, Uttar Pradesh shall appoint faculty/Adjunct Faculty for teaching the courses and the faculty shall be on the roll of Galgotias University. The faculty of TAMS can be visiting faculty
9. Payment: The University will take responsibility for the collection of admission fee from the students.

II. **Duties and Responsibilities of the TAMS**

- A. Orientation: The TAMS shall orient the faculty and students to the rules, regulations, and practices of the university.

B. III. **Mutual Terms and Conditions**

- A. Cooperate in the exchange of information and will act as knowledge partner for each other relating to their activities in teaching in digital media and in the fields of mutual interests;

Admission Procedure: Admission to a specific course is subject only to a student being satisfactorily qualified for the chosen area of study and to the availability of resources in the period for which admission is sought.

- B. The aim of this Memorandum of Understanding shall be to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by both institutions.
- C. Duration of Agreement: This agreement shall valid for a period of one year and shall be considered renewed from academic year to academic year unless either party seeks to terminate this agreement.
- D. Intellectual Property Rights: Both the parties may use each other logos in their curriculum, agenda, websites and every other communications documents only after obtaining written consent by each party. However the ownership of the same will be remain the property of the original owner. However, the logo of TAMS will be carried out in all the respective communication related to this course.
- E. Termination of Agreement: The University and/or the TAMS may terminate this agreement, for any reason, by giving the other party written notice thirty (30) days prior to the effective date thereof.
- F. Modification of Agreement: All modifications, waivers, or alterations to this agreement must be approved in writing by both parties.
- G. Jurisdiction of the Agreement: This agreement shall be governed by the laws of the India.

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- H. ARBITRATION: Any dispute or differences of any kind whatsoever may be, any claim, cross claim, counter claim or set off arises between the parties shall be first try to settle amicable within a period of 30 days. If the same has not been resolved then it shall be referred to the sole arbitrator appointed by the mutual consent of both the parties i.e. "UNIVERSITY" & "TAMS". The award shall be final and binding on both the parties. The proceeding will be as per Arbitration and Conciliation Act 1996 or any other enactment in replacement thereof. The venue of the Arbitration shall be the Noida only.
- I. Relationship of Parties: The University and the TAMS shall be considered independent contractors to one another. This agreement shall not create a partnership, joint venture, or association between the University and the TAMS.
- J. Confidential information: The both the parties understands and agrees that any information forwarded to it by the other or vice versa shall be held in strict confidentiality, with access only by those with a need to know.
- K. Entire Agreement: This agreement represents the complete understanding between the University and the TAMS. It shall supersede prior oral or written understandings and promises relating to this subject matter.

In witness whereof, the parties hereto have signed, sealed and delivered this agreement on this day, month and year the first above written in presence of:

For AROHAN ACADEMY OF SKILL DEVELOPMENT PVT. LTD.

Sign *Aparna Dwivedi*

Date 25/06/19

Place GR NOIDA



For GALGOTIA UNIVERSITY

Sing *[Signature]*

Date 25/6/2019,

Place Gr. Noida



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May kindly approve before it is sent.

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For GALGOTIA UNIVERSITY

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