



## MEMORANDUM OF UNDERSTANDING (MOU)

Between

**ATOM**

&

**BGS First Grade College (ACU)**

This Memorandum Of Understanding states the terms and conditions that govern the contractual agreement between **Atom** having its principal place of business at **No.92, Mestripalya, Manyata Tech Park Backgate, Near St.Anns Church, Bengaluru, Karnataka 560077, India**, of the First Party

And

**BGS First Grade College** having its principal place of business at **NH-75, Nagamangala Tq, Mandya Dist. B G Nagar, Karnataka 571448**, (hereinafter referred in short as BGS) (Which term shall unless expressly excluded by or is repugnant to the context, shall include its successors and assigns) of the second party; together with First Party known as Parties, who agrees to be bound by this Contract.

### First party

WHEREAS **Atom** is a training organization working to empower students by imparting skill and need based training programmes as per the current industry trends.

### Second Party

WHEREAS **BGS First Grade College** is an educational institution, devoted to create and facilitate a learning environment by imparting comprehensive educational programmes in varied branches of science and commerce, has agreed for this mutual association constituted with a view of proper planning and coordinated development of a training system.

AND WHEREAS the parties through professional interactions, both the parties hereto agree to jointly play an effective role in empowering students with skill enhancement training while ensuring quality delivery towards excellence.

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NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, **Atom** and **BGS First Grade College** agree as follows:

### **Strategies, Objectives and Scopes**

- This course discusses the various facets and significance of an effective personality.
- It aids in comprehending personality traits, their development, and their crucial role in the business world
- A sufficient exposure to LSRW listening, speaking, reading, and writing skills, as well as the associated sub-skills, will improve the learner's overall skills.

### **1. Purpose- TRAINING**

Atom shall conduct training to the undergraduate students of 3rd year – Bachelor of Commerce in accordance with the requirements of the college as per the "Prayaas" module structure for the 30 hours per semester.

### **2. DETAILS OF UNDERSTANDING**

The parties after due consideration of various aspects have arrived at the following understanding:

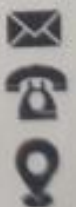
#### **For Atom**

- Atom shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of BGS. It shall accordingly design and deliver various programmes within the overall scope of MoU.
- Atom will train the students of BGS on the emerging technologies in order to bridge the gap in skill and make them ready for industry.
- Atom will provide all the necessary clarifications and assistance for the completion of the training program.
- Atom will give valuable inputs to the BGS in teaching/ training methodology so that the students fit into the industrial scenario meaningfully.
- The modules and the content for the training is designed by Atom and proposed to the college before commencement of the training.
- All the required materials for the training like Documents, Handouts are provided by Atom.

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- After the completion of training feedback will be taken from all the students and handed over to BGS.
- Certificates are given to all the students based on their participation and analysis done by Atom.

### For BGS

- BGS shall provide the available infrastructure such as class rooms/ Seminar hall/ Auditorium with audio visual facility and well equipped computer labs & basic amenities like electricity, water, telephone, etc.; suitable and ready for delivering the training courses and other activities to be conducted by Atom.
- The data provided by atom will not be used for any commercial purposes without obtaining written permission from atom on suitable terms.
- BGS shall provide a workable space/ room with basic amenities for the staff of Atom to facilitate operations & related activities.
- BGS shall nominate a coordinator as a point of contact (POC) for Atom for proper operation and functioning of the training programme
- BGS shall treat Atom as a training partner for joint activities for mutual benefits.
- BGS is responsible to make sure all the students attend the class regularly and holds complete responsibility for a full class attendance.
- BGS will share the required database and document necessary for the execution of the training.

### 3. PAYMENT

As per the understanding between both the parties, Rupees Eight hundred only (INR 800/-) has been mutually agreed per student, per semester for the training program. *Excluding TDS as applicable*

The above mentioned amount is exclusive of all applicable taxes. Payment can be made in cash, cheque, DD, and any online mode, in the name of the company "Atom" or as account details provided by the Atom. *Princy*

50% of the payment to be made in the 1st week of commencement of training programme and remaining 50% of the payment to be paid within 15 days from the completion of the training programme.

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#### CO-OPERATION

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. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

#### 5. PUBLICITY AND MARKETING

BGS authorizes the Atom to utilize the Client's logo and associated trademarks as well as any media, photos, or footage from the any training session solely for the purpose of marketing the Training services.

#### 6. PERIOD OF AGREEMENT

1<sup>st</sup> December, 2022 to 30<sup>th</sup> November, 2023 and further extendable for another training program at a time, on mutually agreed terms & conditions.

#### 7. Tenure and TERMINATION

Both the parties shall have the right to terminate this MOU with a prior notice of 3 months at any stage during the period of this MOU, if the project is found not viable due to shortage of resources or any other valid reasons, Atom should ensure the completion of its responsibilities during the period of notice period and BGS should ensure the completion of all its payments within the notice period.

#### 8. ARBITRATION

Any dispute or differences, which may arise out of this Agreement or in the institution there are, included any dispute relating to its validity or effect shall be settled under the provisions of Arbitration & Conciliation Act, 1996.

#### 9. NO MODIFICATION UNLESS IN WRITING

No modification of this Contract shall be valid unless in writing and agreed upon by both Parties

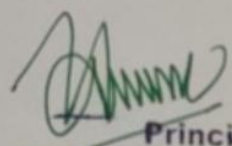

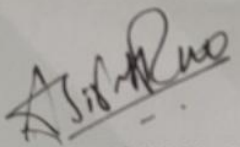
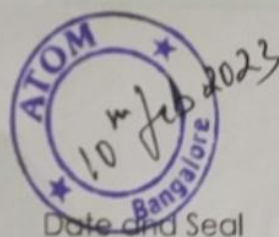
#### 10. APPLICABLE LAW.

- This MOU will come into effect on the day of commencement of the training program and will remain in force until either side delivers written notification to the other of its intention to terminate the memorandum.

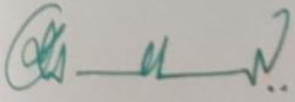


The MOU holds good for the training period between Atom & BGS First Grade College.  
 The MOU may be amended by mutual consent through an exchange of correspondence between two parties.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

<b>BGS First Grade College (ACU), B G Nagar</b>		
Authorized Official:	 <b>Principal</b> <b>BGS First Grade College</b> <b>BG Nagar - 571448</b> Madamangala Tal. Mand. - S.	 Date and Seal
<b>Atom, Bangalore</b>		
Authorized Official:	 <b>Abishith Rao</b> <b>Managing Director</b>	 Date and Seal

Witnessed by:

1. Signature:   
 Name: **Dr. C K Subbaraya**  
 Date: **03.02.2023**

2. Signature:  
 Name:  
 Date:

