

MEMORANDUM OF UNDERSTANDING

Between

Shoolini University of Biotechnology and  
Management, Solan, H.P

&

Bulls Eye Knowledge System Private Limited

On 11<sup>th</sup> February 2021

THIS MOU is entered into at Chandigarh on 11<sup>th</sup> February 2021 between:

**Bulls Eye Knowledge System Private Limited (BEKSPL)**, a company Incorporated under the Companies Act 1955, having its Registered Office at SCO 66 67, Madhya Marg, Sector 8 C Chandigarh (thereinafter referred to as Party 1) through its nominated officer, which expression shall include its successors and assigns) of the First Party

And

**Shoolini University of Biotechnology and Management**, having its Campus at Village Bajhkol, Kasauli Hills, Solan, HP (thereinafter referred to as **Party 2**) through its authorized signatory which expression shall include its successors and permitted assigns of the **Second Party**

Wherein Party1 is engaged in online training & testing for competitive exams along with training for different assessment tests conducted by companies to hire students through on campus and off campus drives, using the name Bulls Eye/Hitbullseye.com

And

Party2 is an educational institution offering various programs like B.Tech/B.E. ,M.Tech , BBA, MBA and many more.

Party 2 has agreed to avail of these services of Party1 and now both have mutually agreed to the following terms and conditions:

**Party 1 will be training students of Party 2 for passing year 2021 & 2022 as per details mutually decided by both parties and stated below:**

- It has been agreed between both the parties that Live sessions will be conducted to complete a total of 54 Hours of training followed by series of tests to be given by students.
- The aim of these lectures will be to work upon student's weakness and resolve their doubts if any. These lectures will be conducted by Party 1 online from its Head Office as mutually agreed by the two parties.
- Party 1 will provide complimentary access to Online Training Software Manager. This costing of this service is INR 70,000/- but party 1 shall not charge party 2 and costing for this service.

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- It shall be the responsibility of Party 2 to share the student details with Party 1 as per the prescribed format for generation of login credentials.
- It has been mutually agreed upon that Party 1 will make all committed modules available to students within 10 days of signing the MOU and receiving the students' data in the prescribed format.
- Party 1 will give 100% assistance to make the students ready for placement drive at the campus with the help of the said deliverables. Though it is understood that selection or rejection of a student is purely subjective to student's performance in the interview.
- Party 1 and Party 2 shall undertake any other mutually decided steps to make the Program successful.

### Financials and Payment Terms

- Party 1 and party 2 have mutually agreed on the following **Financial Terms and Conditions:**
  - Party 2 Shall Pay Rs.449 plus GST( as applicable) per registered student for 2021 Batch to Party 1 as program fee. The same fee shall apply to the 2022 batch too. Please refer to Annexure A for details of the Program.
  - Commitment of minimum 500 students shall be fulfilled by Party 2. It may increase as per college requirement.
  - The payment shall be made in **1 installment** in complete.
  - The payment shall be released **within 30** working days of commencement of the program.
- Both Party 1 and Party 2 shall meet their respective obligations from their own revenue share and shall not be entitled to any other expense reimbursement.
- **If in exceptional circumstance there is an expense obligation due to involvement of a third party, the same shall be borne by respective party/ both the parties based on the mutual consent.**
- The expense in these exceptional circumstances shall be mutually discussed before incurring the same.
- Both Party 1 and Party 2 shall keep such records relating to the enrollment of students, as these are necessary to determine whether applicable fees have been paid in accordance with this MoU.

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- Such records shall be available at their place of keeping for audit by either Party or their designated representative upon 15(fifteen) working days advance written notice.
- All the payments shall be made in favor of "Bulls Eye Knowledge System Private Limited" via draft/cheque/online transfer.
- Party 1 and party 2 have mutually agreed on the following **Intellectual Property Rights conditions**.
  - The Intellectual property rights/copy rights to the training program, study material, Course structure, session plan and online resources shall remain with Party 1 .
  - This MoU shall be applicable only to courses/training modules of Campus Recruitment Training Program.
  - The provisions of this MoU shall be valid till expiry unless declared invalid by any court of competent authority in India .
- Party 1 and party 2 have mutually agreed on the condition of Termination of the Agreement that states:
  - In case either of the parties concludes that continuing the program is no longer possible for commercial, practical, economical, legal or any other reasons affecting the continuance of the same, the aggrieved party may terminate the agreement only at the end of ongoing semester.
- Party 1 and Party 2 have mutually agreed on the following conditions of **Governing laws and Jurisdiction**:
  - This MoU shall be governed by the laws of India. All disputes shall be subject to the exclusive jurisdiction of the Courts at Chandigarh
  - Party 1 and Party 2 are independent contractors and shall be responsible for the direction and compensation of their respective employees. No partnership or agency relationship is created by this MoU.
  - This MoU creates only principal to principal relationship to the extent of the provisions of this MoU.

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- Party 1 and Party 2 shall keep confidential, all information and accordingly shall not disclose any such confidential information to any other person; neither use nor cause the use of any confidential information for any purpose whatsoever other than that contemplated under this MoU.
  - Party 1 and party 2 shall use all reasonable endeavors to ensure that all persons to whom confidential information may be disclosed in furtherance of this MoU, including but not limited to officials and employees of both the parties as well as students thereof, keep the same confidential and not use the same except for the purposes for which disclosure is made.
  - All disputes and differences of whatsoever nature arising out of this Agreement, Whether during its Term or after expiry thereof or prior termination shall be referred to arbitration in terms of the Arbitration and Conciliation Act 1996, to be conducted by a sole arbitrator who shall be mutually agreed and appointed by both the parties.
  - In such a case the decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Chandigarh.
  - The sole Arbitrator shall follow summary procedure while adjudication the dispute(s) referred to him.
- Party 1 and party 2 have mutually agreed on the following conditions of **Indemnity**.
- Either Party hereby undertakes to indemnify in full and agrees to keep the other Party saved, defended, harmless from and against loss, charges, expenses and damages arising from this MoU for any cause or causes.
  - Such causes include but are not limited to negligence, errors, and omissions, breach of contract, undertaking, warranty, and representation.
- Party 1 and party 2 have mutually agreed on the following conditions of **Deletions/Additions, etc.**
- Any deletion/alteration/addition to the terms and conditions of this MoU would be done jointly by Party 1 and Party 2 in writing after mutual consultation only.
  - Any alteration/additions for services required by the Party 2 shall be notified separately in writing with respect to its nature, legal aspect, duration of services and commercials attached with it.

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**hitbullseye**

- Any alterations done otherwise shall be considered void.

**Duration Of MOU:**

The MOU will come into effect from the 11<sup>th</sup> February 2021 post signing of this agreement by both the parties and will be valid till the 10<sup>th</sup> February 2022.

Also, the terms agreed upon by both the parties remain intact till the validity of this MOU, with any amendments be made upon written consent by both the parties.

**IN WITNESS WHEREOF, the persons signing below warrant are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement, as of the date below.**

**For Shoolini University of  
Biotechnology and  
Management, Solan, H.P**

**For Bullseye Knowledge Systems Pvt. Ltd.**

**For Bulls Eye Knowledge System Pvt. Ltd.**

  
**Authorised Signatory**

**Dated: 11<sup>th</sup> February 2021**

## Annexure A

**This Annexure contains the detailed description of the program details as mutually agreed upon by both the Parties.**

- Online virtual training in the following areas of aptitude will be provided as per following schedule for each student.

Sr. No	Aptitude	Minimum Hours	Tests
1	Quant	18	30 Minutes Test followed by every Class
2	Verbal	18	
3	Reasoning	18	
	Total	<b>54 Hrs</b>	

- There will be faculty available to help students for doubt solving and follow-up question.

### **Course wise Modules Allocation of SPRUCE:**

- **Basic Aptitude**

Pre-sensitise yourself with Vedic Math, fun puzzles, English and grammar before you launch yourself into aptitude advanced training.

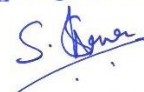
- **Aptitude Advance**

The only way to get ahead is to stand apart from others and have an extensive comprehension of Concepts in Quant, Verbal ability and DI/reasoning and this module can help you do exactly that.

- **Engineering Capsule**

A quick revision of the technical concepts in individual training domains, popular with recruiters in campus placements. This module will help you better grasp essential concepts, theories and questions that could be asked of you during campus placements.

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- **Company Specific Test Series**

What are the latest patterns in testing and general recruitment for engineering, management and commerce companies? You need enough practice in giving these kinds of tests so that when you actually sit down for a campus placement exam for companies like TCS, Infosys, HCL, Aditya Birla, ITC, Axis Bank or Accenture, you perform to the best of your ability.

- **Management Capsule**

Quickly revisit the major concepts of management and administration before you face campus placement recruitment.

- **Management Test Series**

A comprehensive test series module to keep you updated with the latest trends and help you crack the exams

### Salient Feature of our Program

- Interactive **Virtual Online Lectures** delivered by our Academic Team having experience of more than a decade.
- Highly Professional Content driven **Area/Topic Wise & Company Specific Tests** with latest Patterns.
- Automated detailed **Management Reports** for the Tests.
- AI-based, Interactive **Tests Result & Analysis** focusing on each and every question in the student's dashboard.
- Test can be taken from the comfort of home.
- Tests are compatible with **Mobile/Laptop/PC**.
- Special **Telegram group** for Doubt sessions
- **Basic Aptitude, Aptitude Advance, Engineering Capsule Modules, Company Specific Test Series, Coding Capsul** will be unlocked which Includes **Recorded Videos, Downloadable EBooks for all topics, Assignments and Online Tests**.

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### Programming Ability - Testing & Assessment

This **Coding Capsule** will include:

- Coding questions with every difficulty level
- Questions on Stacks, Queue, Hashing, Searching
- Company Specific Coding Practice

It's a **live coding platform** where students can write code in **C, C++, Java, Python, and Python 3 languages**. Here a student can code in all above mentioned languages, and they can get a **compiled test report** for the same. They can even check their test cases before finally submitting the code. After submitting the code, students will get the result on a real time basis

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