

Draft : General : Memorandum of Understanding

About E4

E4 Development and Coaching Ltd is a public limited company having its registered office at 67 /AB, Opposite Bank of Maharashtra, Bhawani Shankar Road, Dadar Mumbai 400028.

E4 is a Human Capital Development initiative and is engaged in Business Consulting, Corporate Training & Talent Management.

E4 ranks amongst the top 5 Sales Consulting and Training companies in India and has a presence across 9 different industries and 11 different verticals

E4 has trained more than 3,50,000 corporate professionals and students till date

E4 is the only Sales consulting company to have set up Sales academies for 9 different industries and 11 different verticals

E4 is the only company in India that hosts the E4 MBA Inter Collegiate Summer Trainee Awards (India Region)

E4 is the only company in India to hosts India`s First and Only E4 Inter Company Sales & Service Awards

About the E4 Learning Centre:

The **E4 Learning Centre** as a part of its Human Capital Development initiative conducts assessment centres, psychometric tests, summer & winter internships and short term projects in association with industry / academic partners, thus continuously enabling corporate professionals&students to undergo competency based training courses, through work-study classroom and online programs besides assisting with final placements.

The **E4 Learning Centre** as a part of its Human Capital Development initiative also trains and certifies college Faculty to conduct the above mentioned assessment centre, and certifies them as Master Coaches for corporate training programs while offering them an opportunity to train with the E4 corporate clientele.

The **E4 Learning Centre** also collaborates with colleges to jointly launch, co - brand and promote the **E4 Sales Retail & Service Capability Building Programs / E4 Sales HR Program** to the corporate clientele of the college while lending an experienced E4 Faculty along with the certified Master Coach faculty of the college to conduct the same on a revenue share basis.

The **E4 Learning Centre** also collaborates with colleges to jointly launch seminars, corporate events, on campus corporate brand promotion activities etc based on the mutual needs from time to time.

How does the E4 Learning Centre benefit your college and the student?

Benefits to MBA Students:

- Competency based Industry Exposure with leading multinational and Indian companies primarily E4 clientele and corporate program partners.
- Awareness of self by way of the Assessment Centre Report and Psychometric Tests(E4 TAP profile assessment tool .
- Industry / Induction ready candidate - no gestation period
- Qualify for the E4 MBA Intercollegiate Summer Trainee Awards (India Region)Top 100 Best of Best students.
- Qualify for National Placement Brochure TOP 1000 students each year .

Benefits to College:

- Industry academy interface industry certified faculty
- Differentiation in a competitive market place
- Marketing &Co-Branding with industry
- Access to certified industry ready programs
- Seek better placements for the TOP 10 college students.

This Memorandum of Understanding is therefore being signed between

E4 Development & Coaching Ltd. a public limited company having its registered office at 67 /AB, Opposite Bank of Maharashtra, Bhawani Shankar Road, Dadar Mumbai 400028.

And

XYZ college _____ having its
campus at _____ Mumbai /Pune /Others

With the objective of / to :

1. To recognize the mutual interest in the fields of research, training and development and dissemination of industry relevant knowledge for faculty and students.
2. To acknowledge the importance of E4 and its clientele as Industry Partner and associate with various clients of E4 within its field of expertise.
3. To recognize Industrial Internship as an important aspect of the various work study programs offered by E4
4. To provide a platform where experts from the corporate and students come under one roof.
5. To draw on the resources of the institute faculty for conducting the E4- Sales Capability Programs for industry.
6. Foster research and collaboration between Institute and Industry set the ground for longer-term Institute-Industry partnerships for placements, Guest lectures and Industry relevant Skill Development activities for students.
7. Use the infrastructure of the institute for conducting, seminars, conferences, guest lectures, corporate brand activation programs and research based activities.
8. Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly agreed to in writing based on the needs of the business from time to time
9. This MOU outlines the broad guidelines for both E4 and XYZ. Both E4 and XYZ will work out the commercial terms of engagement based on an assignment to assignment basis and by mutual consent from time to time and based upon the exigency of industry trends.
10. All commercials will be governed by the broad principles, structure, pricing and revenue share arrangements mentioned in **Annexure I** of this MOU . The parties may however enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations.
11. As the design and structure of the E4 Learning Centre Programs has been developed by E4 over its several years of corporate training and academic teaching experience all Intellectual Property rights will belong to E4 and be the sole ownership of E4 Development and Coaching Ltd only. XYZ or its associate faculty will be authorized to use the same only during the tenure of the association and period of engagement with E4 as defined in clause 12 below.

12. The period of engagement will be for one year initially starting from 1st January 2021 to 31st December 2021. The parties may both extend the said agreement for another period of 3 years by mutual consent. The said arrangement can however be terminated by either party with 30 days notice to each other subject to the logical completion of all ongoing programs by both E4 and XYZ college.

13. In case of any dispute arising out of this MOU, between the parties, all disputes will be settled by arbitration and by appointing a single arbitrator by the mutual consent of both parties. With respect to the jurisdiction, all disputes will be addressed in the Courts at Mumbai only. The language of the arbitration shall be English and the award shall be binding on the parties.

For E4 Development & Coaching Ltd

For XYZ college

Signed By

Signed By

R K Lawande

Founder & MD

Date & Stamp :

Date & Stamp

2nd February 2021

Annexure I (One):

E4 Learning Centre: Professional charges 2021

Specific Activities under the E4 Learning Centre Initiative along with costs associated:

- 1. E4 (FDP) Faculty Development Programs (Rs50,000/= per day per workshop) 3 different programs mentioned below;**
 - Lead Assessor Certification (2 days)
 - Outbound Trainer Certification (2 days)
 - Master Coach Facilitator Certification (2 days)
 - Corporate Trainer –Instructional design writer(2 days)
 - Outdoor games trainer (2 days)

- 2. E4 TADP - 8 weeks online BEST Program (Business Excellence ,Sustainability & Transformation)batch size 60 students Rs5,000/= per session of 1to 1.5 hours x 25 sessions. Total Rs1,25,000/= plus taxes.**
 - 25 lectures of 1.5 hours each online
 - Live individual and group assignments
 - Exams and certifications
 - Online Summer /Monsoon/Diwali /Winter Internships for TOP 10 students of a maximum batch of 60 students
 - Automatic qualification for E4 Intercollegiate summer trainee awards TOP 100
 - Qualify for National placement brochure TOP 1000

- 3. E4 - Sales Retail Service & Sales HR Capability Programs (Revenue Share)with XYZ college.**
 - For the existing corporate clientele of the college a Business development/ Referrals fees to be paid to college 30 % of nett revenue of program .
 - In case E4 - Master Coach certified College faculty conducts the program 30 % to be paid to college faculty.
 - In case E4 faculty conducts the program 30 % to be paid to E4 faculty.
 - Where there are joint faculty from both E4 and XYZ college 30 % to be paid will be shared as per the mutual agreement arrived at before the commencement of each program to be intimated in writing at the time of the conducting of the program.
 - E4 retains a 40 % of the net revenue as its royalty for each program.
 - All billing to the corporate clientele will be done by E4.
 - At the end of each program E4 will share the above mentioned revenue with the college and also the faculty subject to the receipt of the same from the client.

4. The college will ensure the following visibility for E4 LC at the college premises and on the website.

- A communication in the placement office stating the E4LC association as per the standard E4 guidelines.
- A page devoted to E4 LC in the college annual brochure as per E4 guidelines
- On the website of the college at a suitable position on the home page
- In all E4 Sales Retail & Sales HR capability Programs marketed to the college corporate clientele.
- In all presentation and materials used by the college with reference to the E4 learning centre programs namely the power points, handouts notes .The message to be printed will be E4 Learning Centre Module Designed and Developed by E4 .

5. Travel and Transit Cost

- For all colleges outside Mumbai Air Travel, AC Tourist Taxi and 3 Star Hotel accommodation for E4 Faculty will be charged on actuals and to be borne by your colleges. The same will be applicable for FDP (Faculty development Program).

6. Payment Terms

- 100 % against Proforma Invoice.

7. All taxes extra as applicable from time to time