



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

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 Purchased by : BRET SOLUTIONS PVT LTD
 Description of Document : Article 37 Note or Memorandum
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 First Party : BRET SOLUTIONS PVT LTD
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MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MOU) is made at Mangalore University, Mangalagangotri, Mangalore – 574119 this day of December, 2022 by and between:

Registrar
Mangalore University

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

For BRET Solutions (P) Ltd.

Chairman & Managing Director

For BRET Solutions (P) Ltd.

Chairman & Managing Director

GOVERNMENT OF KARNATAKA

Mangalore University, Mangalagangothri, Mangalore – 574119 established under the Karnataka State Universities Act, 2000, herein after referred to as **MU**), having its office at Mangalagangothri, Mangalore, Karnataka – 574119 represented by its Registrar (Administration), which expression shall unless repugnant to the context thereof mean and include its successors and assigns as ONE PART;

AND

BReT Solutions Private Limited (herein after called as BReTS), a Company incorporated in the year 2014 under the Companies Act, 2013 having its registered office at S – 706, Manipal Centre, 47, Dickenson Road, Bengaluru - 560 042, represented by its Chairman & Managing Director Sri B Ashok Hegde, hereinafter referred to as 'BReTS' which expression shall unless repugnant to the context thereof mean and include its successors and permitted assigns as OTHER PART;

Each is individually referred to as "Party" and collectively as "Parties"

WHEREAS:

1. Mangalore University, Mangalore is engaged in up skilling the undergraduates and graduates through various vocational training programs, by transforming them into persons with relevant skills, values and attributes in such a way that they are enabled to develop a career sensitiveness to face the challenging competitive world of technological advancement. MU, in line with the New Education Policy 2020 guidelines, to empower the young graduates with employability skills to compete in the highly competitive job market for entry level jobs. MU is looking for professional bodies with up-to-date knowledge of the dynamic job market to associate with in its endeavor to implement one of the important objectives of NEP 2020.
2. BReTS, inter alia, is a specialized professional company with the experience of 8 years in the domain of employability skills and banking & finance, engaged in imparting job oriented training through online courses and physical/virtual classes under finishing school concept for undergraduates and graduates on employable cognitive ability development and professional Programs for banking and finance for all entry level jobs to enable them to secure coveted jobs through the selection process of Campus Recruitment, proposed NRA-CET, Common Written Exams (CWE) & Competitive Exams for Banking, Financial Services, Insurance (BFSI sector), PSUs of Central Govt. and State Govts., Private Cos & IT/BT Sector Companies etc.
3. Parties to this MOU have come together to develop and enhance the human resource capabilities of job aspiring candidates by way of imparting Vocational Programs with physical/virtual classes & online course modules of training programs to expand universe of knowledge, with technology familiarity, as world class workforce to match the need and expectations of job providers.
4. MU has assessed, evaluated the Syllabus and training methodology of BReTS, got satisfied and recognized BReTS as a specialised Service Provider in the domain to conduct Programs with physical/virtual classes and online courses.
5. The parties had detailed discussions in the said matter, arrived at broad consensus and decided to introduce the Programs as an initiative in collaboration with the BReTS for the students of:
 - i) Mangalore University, its Constituent Colleges and P.G. Centre/s
 - ii) Affiliated Colleges of Mangalore University
 - iii) External Candidates from the jurisdiction of Mangalore University


Registrar
Mangalore University
Mangalagangothri - 574 199

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For BReT Solutions (P) Ltd.


Chairman & Managing Director

6. MU has accepted BReTS as a Service Provider to conduct the following four Programs:
- Diploma in Cognitive Competencies (DCC)
 - Diploma in Banking and Finance (DB&F) - An integrated Program with B&F and Cognitive Competencies
 - P G Diploma in Cognitive Competencies (PGDCC)
 - PG Diploma in Banking & Finance (PGDB&F) - An integrated Program with B&F and Cognitive Competencies

NOW THIS MOU WITNESSETH:

- It has been mutually agreed upon to run the said Programs as mentioned here under to the candidates of MU, its constituent colleges, P.G. Centre/s and Affiliated Colleges with the infrastructure to be provided by the hosting Institution as specified in Annexure – A, and, with the operational guidelines for the training programs are as per Annexure – B.
- The Programs under this MOU shall be made available in all the affiliated colleges of the University for the benefit of student community. BReTS shall arrange for the training programs batch wise per location under the jurisdiction of Mangalore University.
- The Program fees and other details will be discussed and decided mutually before implementation of the Programs. However, the broad-based understanding between the fees and apportionment is as under:

- In the case of enrollment to the MU is from University Campus, Constituent Colleges, PG Centres:

(1)	Base Fee (Rs)	MU Share			Revenue Share of base fee to BReTS (Rs)	Examination Fees - BReTS (Rs)	Total Fees (Rs)	GST @18 % (Rs.)	Total Fees Payable by Candidate (Rs.)
		Revenue Share of 10% to MU on base fee (Rs)	Regn & Certification Fees to MU (Rs)	Total Revenue Share - MU					
Diploma Cognitive Competencies	19000	1900	500	2400	16600	1000	20000	3600	23600
PG Diploma Cognitive Competencies	21000	2100	500	2600	18400	1000	22000	3960	25960
Diploma in Banking & Finance	21000	2100	500	2600	18400	2000	23000	4140	27140
PG Diploma in Banking & Finance	23000	2300	500	2800	20200	2000	25000	4500	29500

- ii) In case of enrollment to the Diploma/PG Diplomas to the University is from Affiliated Colleges and the apportionment with all the concerned including affiliated colleges who provide the required infrastructure to run the above Programs

	Base Fees (Rs)	Revenue Share of 10% on base fee to Hosting Affiliated Colleges (Rs)	Regn& Certificati on Fees to MU(Rs)	Revenue Share to BReTS (Rs)	Examination Fees - BReTS (Rs)	Total Fees (Rs)	GST @18 %	Total Fees Payable by Candidate (Rs)
Diploma Cognitive Competencies	19000	1900	500	16600	1000	20000	3600	23600
PG Diploma Cognitive Competencies	21000	2100	500	18400	1000	22000	3960	25960
Diploma in Banking & Finance	21000	2100	500	18400	2000	23000	4140	27140
PG Diploma in Banking & Finance	23000	2300	500	20200	2000	25000	4500	29500

4. APPROVAL:

MU, in its Syndicate Meeting dated 08.11.2022 has approved the proposal of introducing job-oriented Diploma and PG Diploma Programs in association with industry experts M/s. BReT Solutions Pvt. Ltd., Bengaluru.

OTHER TERMS OF THE UNDERSTANDING:

- BReTS will take up the responsibilities of conducting of physical/virtual classes, providing online courses and conducting online exams, by adhering to the University Regulations. The responsibilities for providing physical classrooms and related infrastructure will vest with the Mangalore University/PG Centers/Constituent Colleges/Affiliated colleges hosting the Diploma/PG Diploma Program/s.
- MU and Affiliated Colleges shall create awareness programs to under graduates and post graduate students in association with BReTS. MU shall enable the candidates to enroll to the Programs offline as well as online through the website of Mangalore University by creating a separate registration window.
- The fees shall be collected upfront and shall not be refundable. The fees collected will be credited to a specified Joint account to be jointly opened in the names of Mangalore University and BReT Solutions Pvt. Ltd. with a scheduled commercial Bank.
- BReTS, upon receipt of the fees and the details of candidates, shall arrange to conduct the classes physically/virtually by clubbing the registrations of MU/Constituent Colleges/P.G. Centers/Affiliated Colleges in batches, along with activation of respective online courses. The 12th standard passed out candidates in the jurisdiction of Mangalore University may be admitted to Diploma Programs and degree passed out students of different Universities in the jurisdiction of the Mangalore University may be admitted for the P.G. Diploma Programs.



Registrar
Mangalore University
Mangalagangothri - 574 199

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For BReT Solutions (P) Ltd.


Chairman & Managing Director

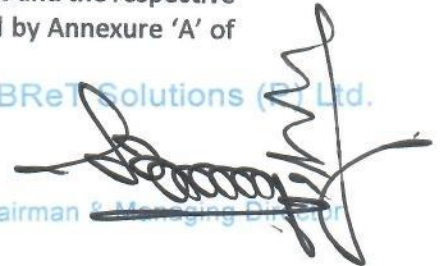
- e) It is agreed that BReTS shall provide the following services/support to enrolled students of MU/Constituent Colleges/P.G. Centers/Affiliated Colleges:
- i) To conduct physical/virtual classes of respective Programs.
 - ii) To take the responsibility of smooth delivery of online course up to a maximum period of 12 months for no additional fee to the students and provide Software upgrades, bug removal etc.
 - iii) To conduct certification examinations in consultation with MU on completion of the Program.
 - iv) To submit exam results to Mangalore University to issue Certificates to the successful candidates.
 - v) To issue invoice to enrolled candidates.
 - vi) To carry out all the administrative responsibilities of conducting virtual classes and activating online course/s to enrolled candidates and issuing of certificates jointly with MU.
- f) BReTS shall bear the costs of salary of faculty, study material and online course, marketing and all training related incidental charges.
- g) The Program hosting institutions shall bear the cost of electricity and other related cost of providing infrastructure.
- h) It is agreed that BReTS will initiate bank transactions to remit the fees collected, if any to the respective stakeholders (MU/BReTS/Affiliated Colleges) to their designated Bank Accounts on weekly basis. MU will authorize the transactions initiated by BReTS for apportioning the fees as agreed on the next working day and provide the list of enrolled candidates with the details.
- i) BReTS shall be permitted to display its signage in permitted places of University Campuses/Affiliated Colleges' Campus as a Service Provider to the Diploma/PG Diploma Programs of MU as per this MOU.
- j) MU will share the details of the Programs with their P.G. Centers, Constituent Colleges and Affiliated Colleges and Institutions willing to run this program shall adhere to the terms and conditions of this MOU. There is no separate documents to be created with individual institutions under the purview of MU. A mere confirmation of acceptance of the Programs shall suffice to run these programs like any other Programs of the Mangalore University.
- k) The Diploma/PG Diploma in Cognitive Competencies Program will be with a duration of 150 hours of physical/virtual/doubt-clearing sessions preferably coinciding with University Semester system and the online course will have the access till clearing of certification exams and not later than 12 months, from the date of activation. The Diploma/PG Diploma in Banking & Finance integrated with Cognitive Competencies will be with a duration of 150 hours of physical/virtual/doubt-clearing sessions preferably coinciding with University Semester system and the online course will have the access till clearing of certification exams not later than 12 months from the date of activation.
- l) It is agreed that MU and BReTS shall designate one Nodal Officer each to administer the smooth functioning of operations.
- m) MU will prescribe the syllabus pertaining to various courses offered as per the regulations of the MU & BReTS shall implement the same.
- n) Both the party agreed that there shall be concessions in fees to the SC/ST students.
- o) If any institution interested to run these programs in their respective colleges under this MOU, BReTS shall conduct physical classes in their institutions and the respective College shall provide infrastructure as per the norms prescribed by Annexure 'A' of this MoU.



Registrar
Mangalore University
Mangalore University, Mangaluru 575 009

For BReTS Solutions (P) Ltd.

Chairman & Managing Director



5. CONFIDENTIALITY:

- a) Each Party shall keep confidentiality and not disclose or otherwise make available to any third party, any confidential information, advice or material of any nature that is provided or made available by the other Party, including but not limited to technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, student lists and other student information, product information, concepts, and compilations of data, any written reports or other data, and any written or unwritten methodology, without the prior written consent of the other Party;
- b) Except as set forth herein above, each Party will retain all rights in all its intellectual property including but not limited to any software, ideas, concepts, know-how, processes, development tools, techniques, sales promotion material, brochures, or any other proprietary material or information, all its methodologies, designs, details, and other data that it owned or independently developed whether registered or not.
- c) **Dispute Resolution:** In case of any dispute the Parties shall attempt to resolve the same amicably. In the event of an amicable resolution not found within 30 days of mutual discussion, any of the Parties may refer the same to the arbitration of a sole arbitrator to be mutually appointed by the Parties. The Arbitration and Conciliation Act, 1996 shall govern the arbitration proceedings. Place of arbitration shall be Mangalore. The language of arbitration shall be English.
- d) **Jurisdiction:** The Parties agree to submit themselves to the exclusive jurisdiction of the Courts at Mangalore.

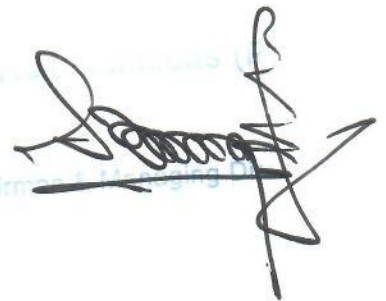
6. MISCELLANEOUS:

- a) Parties hereby agree to conduct short-term, tailor- made training programs/certificate Programs on the Employable Cognitive Competencies on similar lines of Diploma Programs with needed modifications to suit the requirements/sponsoring agencies like Government Departments, CSR Funds etc. on such terms agreed mutually for specific program/s.
- b) The Parties state that they are competent to enter into this MOU and have obtained or shall obtain all necessary authorizations for entering this Agreement.
- c) If any part or any provision of this MOU becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- d) Nothing in this MOU is intended to give any person who is not a party to this MOU any legal or equitable right remedy or claim whatsoever to enforce any provision of this MOU.
- e) Any modification or amendment to this MOU shall be in writing agreed and accepted by both the Parties.
- f) This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU.



Registrar
Mangalore University
Mangalore - 575 001



For Signature
Chairman



7. VALIDITY :

- a) This MOU shall be valid for a period of three years from the date of signing this document and can be renewed for a further period on mutual consent.
- b) The syllabus and the upgradation of the Programs will be reviewed and decided on yearly basis with mutual consent every calendar year to be effected in the next academic year.
- c) It is agreed that BReTs will be the exclusive Service Provider for running these Diploma/PG Diploma Programs on Cognitive Competencies and Banking & Finance integrated with Cognitive Competencies with MU.
- d) Either Party may terminate this MOU for any reason whatsoever, at any time, by providing six months' notice in advance, in writing, to the other Party after fulfilling the obligations of this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date written below by their duly authorized representatives.

For Mangalore University		For BReT Solutions Private Limited	
 Registrar Mangalore University Mangalagangothri - 574 199		 For BReT Solutions (P) Ltd. Chairman & Managing Director	
Name	Dr. Kishor Kumar C.K.	Name	B. Ashok Hegde
Designation	Registrar (Administration)	Designation	Chairman & Managing Director

Place: Mangalagangothri, Mangalore.

Date: 15-12-2022

ANNEXURE "A" - INFRASTRUCTURE TO BE PROVIDED BY MU & AFFILIATED COLLEGES

Sl.No.	Particulars	Quantity/ Nos.
i)	Classroom with seating capacity of 100 students per class	As Required
ii)	Projector with screen in each classroom	As Required
iii)	PA system with collar mike in classroom	As Required
iv)	Desk Tops for class rooms	As Required
v)	Biometric Attendance	As Required
vi)	UPS with 1 hour power bank	As Required
vii)	Power BackUp (Alternate power supply – DG Set)	As Required


Registrar
Mangalore University
Mangalagangothri - 574 199

For BReT Solutions (P) Ltd.

Chairman & Managing Director

ANNEXURE "B" - OPERATIONAL GUIDELINES FOR COLLECTION OF FEES & APPORTIONMENT

1. The University website will provide registration and payment gateway window to enable the candidates to register online for the Programs.
2. The following fields should be mandatorily filled by the candidate while registering online/offline:
 - a) Name of the student
 - b) Address
 - c) Date of Birth
 - d) Registration for DCC/DB&F/PGDCC/PGDB&F
 - e) Degree Course ----- /Sem -----
 - f) Name of the College with Place
 - g) Mode of payment of fees: Online/NEFT/Cash/Demand Draft
 - h) email ID
 - i) Mobile number
3. University/Colleges will update the data of candidates registered in the online registration page and fees remitted offline should be remitted to the designated Bank Account.
4. The students will be enrolled to Mangalore University for registration through online/offline. The payment of the fees be remitted to the designated Account only of Mangalore University and BReT Solutions Pvt. Ltd. opened for the purpose and will be operated through net Banking jointly by the designated officials of the University & BReTS.
5. PG Centres, Constituent Colleges and affiliated colleges will intimate MU and BReTS about registration and payment of fees prescribed through an email on daily basis giving the details in the prescribed format.
6.
 - a) The Bank will send SMS alert to the designated mobile numbers of University & BReTS.
 - b) The amount collected will be apportioned between Mangalore University, Concerned Affiliated College and BReTS on weekly basis as agreed. Based on the registration & fees remitted, BReTS will prepare the details of the amount to be shared between the stakeholders. On approval of the same by Mangalore University on next working day, BReTS will initiate the transaction on the basis of entitlement, through internet banking. Designated Official of Mangalore University will approve the internet banking transaction for apportionment. The whole process has to be completed on the same day as BReTS has to activate the courses to the registered candidates.
 - c) On receipt of the fees for a minimum number of 50 candidates, BReTS will activate the online course to individual students within 24 hours and arrange to intimate them the schedule of virtual classes in consultation with Mangalore University.
 - d) BReTS, in consultation with the University Schedule online Exams during every semester. The examination will be held at respective colleges and University Campus and concerned management should extend all the facilities like computers, connectivity etc.
 - e) The unsuccessful candidates may be permitted two additional attempts by paying required examination fees. After the expiry of the online course, if the candidates intend to continue with online course of BReTS, they will be given discount of 30% on the card rates.
 - f) The University, Colleges and BReTS will nominate a nodal officer, to co-ordinate and oversee the operations.



Registrar
Mangalore University
Mangalore - 574 103

For BReT Solutions (P) Ltd.



Chairman & Managing Director