

# J.B. EDUCATIONAL SOCIETY

Regd. No. 4049 of 1993





#### FREE AND NON-COMMERCIAL MOU AGREEMENT

#### **MEMORANDUMOFUNDERSTANDING**

#### BETWEEN

#### J.B. EDUCATIONAL SOCIETY

AND

#### ALLIANCE FRANCAISE HYDERABAD

J.B. EDUCATIONAL SOCIETY Yenkaplli (village) Moinabad Mandal Ranga Reddy (Dist) in Hyderabad-500032, Telangana State, India, Represented by J.B. Educational society Yenkapally (V), Moinabad (M), Rangareddy, (District) Hyderabad, 500075 on One Part;

#### And

Alliance Française of Hyderabada not-for-profit organization incorporated under the laws of Telangana, and having its registered office at **Renuka Enclave**, **Plot no.4**, **Aurora Colony**, **Road No. 3**, **Banjara Hills**, **Hyderabad – 500034** acting through its authorized representative (here in after referred to as "AFH", which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) on the Other Part;

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## WHEREAS:

- AFH is a non-profit division organization, part of the Alliance Française Foundation network, a registered society under the law of the State of Telangana and having its registered office at Renuka Enclave, Plot no.4, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad – 500034.
- 2. AFH aims to provide French classes, French teachers training, translation and interpretation services, as well as cultural programs in order to foster and facilitate the exchanges between France and India, particularly in the States of Telangana and Andhra Pradesh.
- 3. J.B.Educational societyYenkapally(V),Moinabad(M),Rangareddy,(District) Hyderabad. ,Moinabad, Hyderabad,500075.

IN CONSIDERATION OF THE MUTUAL PROMISES, TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## 1. TERMS OF MoU

- 1.1. The aim of the program is to impart online French language classes and online Delf preparation exam course to the students of J.B. Educational Society following the Common European Framework of Reference for Languages: Learning, Teaching, and Assessment (CEFR), from 2024 to 2025.
- 1.2. The parties agree on the following fees : 1800 INR/ hour taught disbursed by J.B. Educational Society on the account of AFH. Fifty per cent of the course fee will be disbursed before the beginning of the course, and the fifty per cent remaining at the end of the first semester.

# 2. ROLES AND RESPONSIBILITIES

- 2.1. AFH shall:
  - Provide the faculty in order to impart the teaching and assessment of French according to the Common European Framework of Reference for Languages: Learning, Teaching, Assessment (CEFR).
  - Provide the faculty in order to prepare the students to pass the Delf exams.
  - Provide the learners an access to the online resources which students of AFH are entitled to, such as Culture thè que.
  - Invite Campus France to deliver every year an orientation session.

# 2.2. J.B. Educational Society shall:

-Select the students/classes to whom the faculty of AFH will impart French language classes.

- Provide the suitable conditions for the learners to hold French language classes (making sure that the students are not busy with other activities, arranging computers with internet facility for instance).

- Proceed of fifty per cent of the courses fee before the beginning of the course, and the fifty per cent remaining at the end of the first semester.

# 3. INTELLECTUAL PROPERTY

- 3.1. J.B Educational Society shall not use AFH and AF's name, trademark, logo, or slogans without the prior written consent of AFH.
- 3.2. J.B Educational Society shall have the right to transfer or appropriate the Service Provider Material or intellectual property or any rights there under to itself or to a third party.

# 4. REPRESENTATION & WARRANTIES

J.B. Educational Society represents and warrants to AFH that:

- 4.1. It shall perform its obligations under this MoU in such a manner as to not adversely affect the reputation and the goodwill of AFH or its associated institutions.
- 4.2. It has the legal right, power and authority to enter into this MoU and perform all of its obligations, terms and conditions hereunder; The person executing this MoU on behalf of the J.B Educational Society represents and covenants that he/she has the authority to sign and execute this MoU on behalf of the J.B. Educational Society.
- 4.3. Neither the execution nor delivery of this MoU, nor the fulfilment nor compliance with the terms and provisions hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of any MoU, restrictions, instrument, order, judgment, decree, statute, law, rule or regulation to which he is subject, or require any consent, approval or other action by any court, tribunal, administrative or governmental or private body (including any employer).

## 5. CONFIDENTIAL INFORMATION

5.1. All communications received by J.B. Educational Society as a consequence of the performance of its obligation under this MoU and all information and other materials supplied to or received by J.B. Educational Society from AFH, which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of J.B. Educational Society alone, or of any person with whom AFH is in a confidential relationship with regard to the matter in question coming to the knowledge of J.B. Educational Society and shall not be used for any purpose other than the performance of its obligations, unless or until J.B. Educational Society can reasonably demonstrate that it is public, this obligation shall cease.

## 6. TERM & TERMINATION

6.1. This MoU shall be valid from November, 20<sup>th</sup> 2024 and shall remain in force for a period of one (1) year unless terminated by either Party by giving 30 (thirty) days prior written notice to the other Party ("Term").

### 7. OTHER TERMS AND CONDITIONS

In the event that a French class needs to be cancelled for any reason by J.B. Educational Society, we kindly request that the Course Director be notified at least two (2) working days prior to the scheduled class time. This advance notice helps prevent any inconvenience. Failure to provide this notification will result in the class being considered as conducted and will be included in the total number of hours. AFH will proceed to charge for the class accordingly.

IN WITNESS WHEREOF, AFH AND J.B. EDUCATIONAL SOCIETY HAVE EXECUTED THIS MOU AS OF THE EFFECTIVE DATE IN TWO ORIGINAL COPIES, IN ENGLISH LANGUAGE.

For AFH

Name: Jayesh Ranjan Designation: President of AFH Alliance Francaise Renuka Enclave, Plot no.4, Aurora Colony RoadNo.3, Banjara Hills, Hyderabad-500034 For J.B. Educational Society



Name: Prof. CH. Sanjay Designation: Director (J.B.E.S.) J.B. Educational Society. Yenkapally (V), Moinabad(M), Rangareddy,(Dist), Hyderabad,500075.

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