



# SANTOSH

Deemed To Be University

(Established u/s 3 of the UGC Act, 1956)

## MEMORANDUM OF UNDERSTANDING

BETWEEN

“LOGIQUEST”

DIVISION OF THINKCELL LEARNING SOLUTIONS PVT.  
LTD.

&

SANTOSH DEEMED TO BE UNIVERSITY

GHAZIABAD, NCR DELHI

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[www.santosh.ac.in](http://www.santosh.ac.in)





## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is made and executed on 16/12/2020 by and between

“LogiQuest” a division of Thinkcell Learning Solutions Pvt. Ltd. a private limited company incorporated under the Indian companies Act 1956, having its registered office at 102, 1<sup>st</sup> Floor, Sapthagiri Residency, Dwarakadas Colony, Ratnadeep Super Market Lane, Begumpet, Hyderabad - 500 016, Telangana, India through its National Head Mr. Abhishek Bavadhankar who is authorized to enter into this MoU on behalf of the company (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors, administrators and assigns)

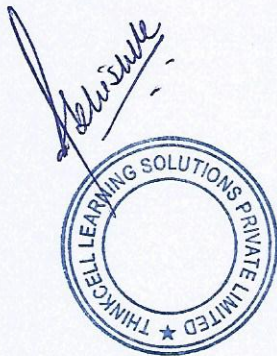
.. .. (Party of the First part)

AND

Santosh Deemed to be University India together through its Authorized Signatory Mr. D. Balaram, Project Executive, Santosh Deemed to be University (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors, administrators and assigns)

.. .. (Party of the Second part)

- A. LogiQuest is a Kaplan Certified Education Provider having its corporate office situated at Hyderabad and dealing with the USMLE coaching for Medical students and helping the students go to the USA for Residency Programs.
- B. Whereas Santosh Medical College is a Constituent College of Santosh Deemed to be University situated at Ghaziabad dealing & offering UG/PG/Ph.D programs to the aspirants/students.



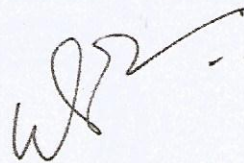
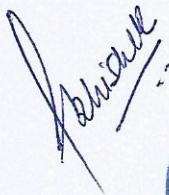
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- C. Whereas LogIQuest is keen & interested to help and educate the students of Santosh Medical College on "Cracking the USMLE & Pathway to Residency in USA", also explaining them the pre-requisites where USMLE being one of them.
- D. Whereas LogIQuest wants to partner with Santosh Medical College and hence both parties have decided to reduce the same into writing hence these presents:

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-**

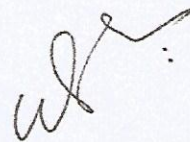
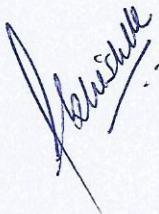
1. It is agreed by and between LogIQuest & Santosh Medical College that LogIQuest would visit the college and address the students of 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> year & Interns and deliver an informative Lecture / Seminar / Online Webinar through which LogIQuest would educate the students on the USMLE & USA Residency aspects for the Santosh Medical College students on a convenient day on mutual agreement.
2. It is also agreed that LogIQuest may in the near future want to also invite an Expert faculty/Delegate from USA to deliver a seminar for the Santosh Medical College students on USMLE & USA Residency in person or online at no extra cost.
3. It is also agreed that Santosh Medical College would provide physical and infrastructural facilities for delivering the seminar.
4. It is also agreed that LogIQuest would discuss with the Medical students of Santosh Medical College on various USMLE programs offered by LogIQuest and their official International partner "Kaplan Medical".
5. It is also agreed that upon request Santosh Medical College would allot a small space in the college campus to LogIQuest where an Information Desk can be set





up and Santosh Medical College students can approach that desk and get their queries resolved at no extra cost.

6. It is also agreed that Santosh Medical College would provide on Demand the student details of Medical discipline including name, email & mobile no. of students with LogiQuest where LogiQuest can send them timely emails/SMS on the information/updates (if any) like upcoming informative webinars/skype sessions etc and can maintain the same to be in touch with the students.
7. It is further agreed that LogiQuest would send some promotional material like posters/banners/leaflets etc. to Santosh Medical College to be put up in college campus /Hospital campus including notice boards / hostels / canteens / library etc. in a conspicuous area and Santosh Medical College would put up the same which will create awareness amongst the students/Interns. It is also further agreed by and between both the parties herein that Santosh Medical College will help in the showcase of the USMLE programs in the college amongst the student community and encourage the students to take up USMLE and Santosh Medical College will not be held responsible in case of any legal implications.
8. It is further agreed that during the tenure of this MoU, Santosh Medical College will not entertain any other USMLE service provider to conducts session or perform any marketing activity in their campus with respect to USMLE service only.
9. It is further agreed that if any student expresses an interest to join the USMLE course/coaching which is offered by LogiQuest and their International Partner Kaplan that student will have to approach the Information Desk Personnel at Santosh Medical College for the purpose of enrollment with written approval of the Dean of Santosh Medical College.



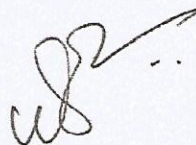
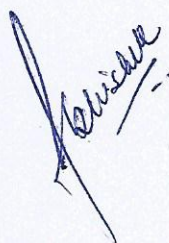


10. It is also further agreed by and between the parties that LogIQuest is currently offering the USMLE programs as per the table mentioned below:

S. No	Program Name	LogIQuest Fees	Discounted Fees for Santosh Medical College students
1	USMLE STEP 1 On Demand 7 Months	1,50,000/-	1,20,000/-
2	USMLE STEP 2CK On Demand 7 Months	1,50,000/-	1,20,000/-
3	USMLE Step 1 Live Online	2,30,000/-	2,00,000/-
4	USMLE Step 2 CK Live Online	2,30,000/-	2,00,000/-

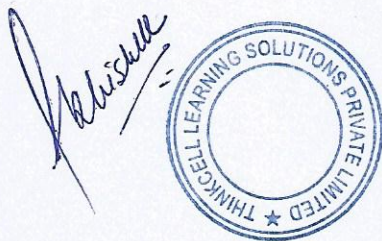
The above said fees is valid for the individual program/s for a period of 6 months from the date of execution of this MoU and is subject to change and any such change shall be communicated to Santosh Medical College which can be further communicated to the students who enquires or wishes to enroll for any of the above mentioned program/s.

11. It is further agreed that any student who wishes to enroll for the above-mentioned programs needs to fill up the enrollment form provided to Santosh Medical College by LogIQuest. It is also agreed that Santosh Medical College through its Dean will send details of the enrolled students to Logiquest within 48 hours of enrollment via email in an excel format provided by LogIQuest. Santosh Medical College will also send the completely filled hard copy enrollment forms to LogIQuest within 7 business days of the enrollment.
12. The Payment received is not refundable hence no refunds requests by the Santosh Medical College students or their parents shall be entertained by either of the parties mentioned herein.





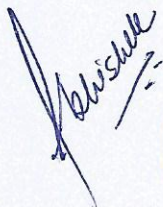
13. It is further agreed that Santosh Medical College will accept a cheque payment from the student who wants to enroll for USMLE On Demand Program for 7 months for Rs 1,20,000/- (Rupees One Lac Twenty Thousand Only) or USMLE Live Online for Rs for Rs 2,00,000/- (Rupees Two Lacs Only) in favour of "THINKCELL LEARNING SOLUTIONS PRIVATE LIMITED" and Santosh Medical College will courier the same to Logiquest Head office situated at Hyderabad. Santosh Medical College will take utmost care of all the enrollment cheques collected by them and ensure that they are not lost or damaged OR direct the student to make an online payment directly in the Logiquest Bank account mentioned herein.
14. Students of Santosh Medical College will have the following additional benefits over and above the regular program features which are as follows;
- Price protection through the discounted price for every interested student of Santosh Medical College
  - Free Diagnostic test for every interested student of Santosh Medical College
  - Free Q-Bank for 1 month worth \$129 for every interested student of Santosh Medical College
  - Complimentary support in ECFMG application process
  - On campus help through the counseling desk put up by LogiQuest on timely basis
  - LogiQuest will donate a set of USMLE text books to Santosh Medical College Library which the non enrolled students can have access for study purpose



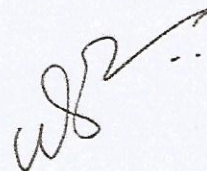
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15. It is further agreed that LogIQuest will pay SANTOSH MEDICAL COLLEGE 10% of the total fees paid by the student towards the administrative charges of Santosh Medical College.
16. It is further agreed that upon realization of all the cheques in the bank account of LogIQuest, LogIQuest will release the physical copy of USMLE books and dispatch it to the students address via courier and simultaneously also ensure that the student will get the Login details for the Kaplan's Online Portal within a maximum period of 7 business days from the date of cheque realization which the student can use it from any device and from any part of the world. The student need not visit the campus compulsorily to attend these Live/Recorded Lectures unless the student/s intends to gather together for the purpose of group studies.
17. It is further agreed that LogIQuest shall timely inform Santosh Medical College in case if LogIQuest is expecting any Logistical delays which can be communicated to the student accordingly by Santosh Medical College.
18. It is further agreed that LogIQuest shall release the Cheque/NEFT to Santosh Medical College for the total number of students enrolled @ 10% per student enrollment for USMLE by the 10<sup>th</sup> day of the next calendar month.
19. It is further agreed that the validity of this MoU shall be for a period of five (5) years from the date of commencement of the present MoU.
20. The date of commencement of present MoU shall be from 1<sup>st</sup> January 2021.
21. **Confidentiality:** All Confidential Information furnished to LogIQuest by Santosh Medical College during the term of this Agreement shall be kept confidential by Santosh Medical College, during and after the term of this Agreement. LogIQuest









shall provide the access to Santosh Medical College of all the confidential information necessary from time to time.

For the purpose of this clause, "Confidential Information" shall mean information relating to the students, the academic activities of the College & hospital.

22. **Term and Termination:** This MoU shall have a term of 5 (Five) years unless terminated. This MoU will be valid and binding upon Parties until expiry of the said term, unless terminated by either Party for the reasons mentioned in Default clause.
23. **Default:** If the Parties, by any act or omission, breach any material obligation under this MoU and if such breach continues for a period of 30 (thirty) days after written notice thereof has been given by the either of the Party, the Parties shall have the right to terminate this MoU with immediate effect by written notice. The right to terminate this MoU shall be in addition to and without prejudice to any other rights which the Parties may have hereunder.
24. **Notices:** All correspondence or notices required or permitted to be given under this MoU shall be given in English and sent by mail, telefax, electronic mail or delivered by hand at the following addresses:

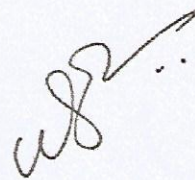
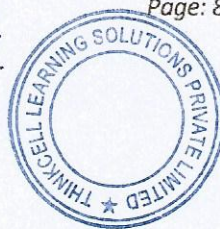
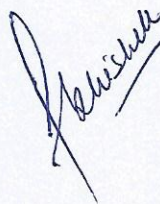
**If to LogiQuest:**

**ADDRESS:** 102, 1<sup>st</sup> Floor, Sapthagiri Residency, Dwarakadas Colony,  
Ratnadeep Super Market Lane, Begumpet, Hyderabad - 500 016,  
Telangana.

**EMAIL:** [abhishek@logiquest.in](mailto:abhishek@logiquest.in)

**PHONE:** +91 9175994804

**KIND ATTN:** Abhishek Bhavadankar





If to Santosh Medical College:

ADDRESS: No.1, Santosh Nagar, Ghaziabad - 201 009 NCR Delhi

EMAIL: santosh@santoshdeemedtobeuniversity.com

PHONE: +91 9811282822

KIND ATTN: D. Balaram

or such other address or telefax number as either Party may designate to the other Party in writing.

25. Miscellaneous: The relationship between the Parties hereto is that of an independent contractor. Nothing in this MoU shall be deemed to constitute a partnership between the Parties.

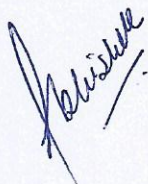
Upon termination of this MoU, LogIQuest shall surrender to Santosh Medical College any and all books, records, documents and other property of Santosh Medical College in the possession or control of LogIQuest

This MoU shall not be amended, supplemented or modified save by written agreement signed by or on behalf of the Parties.

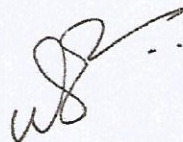
The failure of either Party to enforce any term of this MoU shall not act as a waiver. Any waiver must be specifically stated as such in writing.

If any provision herein is held to be void or unenforceable, the validity and enforceability of the remaining provisions herein shall remain unaffected and enforceable.

This MoU shall be binding upon and inure to the benefit of the affiliates of both the parties.



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This MoU may be executed in one or more signed counterparts, facsimile or otherwise, which shall together form one instrument.

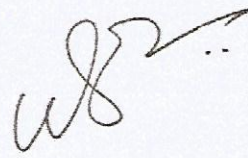
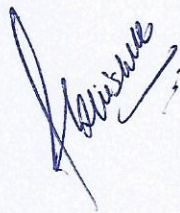
26. **Dispute Resolution:** In case of any dispute arising or accruing in respect of this MoU or upon matters incidental, related or consequent hereto, the same shall be referred for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be NCR Delhi and the language of the arbitration shall be English.

Each party shall have the right to appoint one arbitrator and the appointed arbitrator shall appoint the third arbitrator. In the event of an agreement not being reached as regards the third arbitrator within 15 (fifteen) days of the appointment of the two arbitrators, then the third arbitrator shall be appointed by the High Court.

The award passed by the Arbitral Tribunal shall be final and binding upon the Parties.

The cost of the Arbitration shall be initially deposited with the Arbitral Tribunal equally by both the parties. The Arbitral Tribunal, if called upon, shall also be entitled to award interests, damages and costs.

27. **Jurisdiction:** The Courts of Delhi alone will have exclusive jurisdiction in respect of this Deed.





IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day & year first hereinabove written

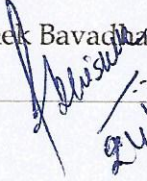
Date: 24-12-2020

Place: PUNE

1) Thinkcell Learning Solution Pvt. Ltd.

Through its National Head

Mr. Abhishek Bavadekar

Sign:  24/12/20



2) Santosh Deemed to be University

Through its Authorized Signatory

Mr. D. Balaram

Sign: 

**WITNESS:**

1) Name: \_\_\_\_\_

Sign \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) Name: \_\_\_\_\_

Sign \_\_\_\_\_

Address \_\_\_\_\_

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