



त्रिपुरा TRIPURA

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**Memorandum of Understanding
Between**



**Tripura University
AND**



**Prime Focus Academy
of Media & Entertainment Studies Pvt. Ltd**

Date: 23rd March, 2018, Mumbai, India

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11/3/18
M
(Sanit Debroy)
Registrar (I/C)
Tripura University
Suryamaninagar-799022



Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this day of 23rd March, 2018 (23/03/2018) by and

Between

TRIPURA UNIVERSITY (a Central University) having address at-P.O. Suryamaninagar, PIN-799022, P.S. Amtali, District: West Tripura; established under the Tripura University Act, 2006 being represented by its REGISTRAR-In-Charge Mr. Sanit Debroy, hereinafter in short called as "University" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators and permitted assignees) of the one part.

And

PRIME FOCUS ACADEMY OF MEDIA AND ENTERTAINMENT STUDIES PVT. LTD., (a Private Limited Company established in 2016), incorporated and governed by Companies Act, 1956 having its registered office at: Mainframe IT Park, Building-H, 2nd Floor, Royal Palms, Goregaon East, Mumbai 400065 hereinafter in short called as "PFAMES" represented by its authorized representative designated as Snr. Vice President – Operations, 3D Stereo Conversion, India, Prime Focus World, Mr. Stephen Mascarenhas, (also as Authorized signatory) Son of Late Mr. Baptist Mascarenhas, having His/ her permanent residence at EMP 61/702, Sun CHS Ltd., Ever shine Millennium Paradise, Thakur Village, Kandivali (East), Mumbai 400101, for and on behalf of "Prime Focus Academy of Media and Entertainment Studies Pvt. Ltd." vide Board Resolution passed by the Directors of the company at its meeting held on Tuesday November 14 2017 #Authorizing Company Representative for entering in MoU with Tripura University, (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators, occupants, executors in interest and assignees) of the other part.

The University and PFAMES are collectively referred to as "Parties" and each referred to individually as "Party".

Whereas the motto of the University is "Pursuit of Excellence", presently in its campus at Suryamaninagar, the University is offering 53 numbers of Academic Programs of various levels which include Certificate Programs, Undergraduate Vocational Programs, Five Year Integrated Master's Programs, Post Graduate Diploma Programs, Post Graduate Programs, Doctor of Philosophy Programs and Distance Education Programs. It has 50 (fifty) affiliated Colleges across the State of Tripura, having a strength of about 50,000 students.

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Registrar (I/C)
Tribhuvan University
Punjabnagar-790022



AND WHEREAS PFAMES is a premier training academy offering specialized courses conducted and delivered by industry experts to prepare students for a successful career in the Media and Entertainment (M&E) industry. Its mission is to provide world class training in the industry, leveraging its global expertise and experience to create tomorrow's creative and technology leaders. Its courses are carefully designed by industry veterans to develop studio-ready professionals, well-versed in digital production skills and foundational arts while specializing in distinct disciplines. The courses offered at PFAMES are aligned with industry requirements and are certified by the Media and Entertainment Skills Council (MESC).

AND WHEREAS PFAMES's award-winning mentors, respected course leaders and esteemed lecturers and tutors are specialists in their chosen fields, bringing real-world industry experience and knowledge to PFAMES.

The MoU document shall be binding on the University and PFAMES on mutually agreed terms and conditions enumerated in succeeding paragraphs:

Objectives of the MoU and collaboration with PFAMES:

1. To foster collaboration in Academic Programs and provide Vocational Training in business and entrepreneurial skills in the M & E Industry.
2. PFAMES would work together with the University to implement industry relevant Degree and Diploma programs, which are mutually decided and agreed upon by both the parties, with a view to enhance the employability of students.
3. To ensure that the University has the best and state of the art facilities to provide the best training and thereby provide industry ready manpower for the M&E Industry globally.
4. To ensure that the University gets the best available know how on the latest technology and training assistance in the M & E Industry, for the Degrees and Diplomas to be awarded to the deserving students of the University.
5. It is further agreed/understood by both the parties herein that they:
 - **RECOGNIZE the opportunity and scope of Skill training & development and dissemination of knowledge in M&E.**
 - **RECOGNIZE the importance of Academia & Industry relationship, in promoting industry M & E.**
 - **RECOGNIZE the importance of the M&E Industry Leader Partnership within its field of expertise.**

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(Sanit. Debrov)
Registrar II/C-1
Tirupura University
Suryanagar, 769022



6. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
7. 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 stated in this instrument.
8. The activities of this MOU must be carried out in accordance with appropriate laws and regulations prevailing in the country.
9. **Roles and Responsibilities of PFAMES:**
 - i. PFAMES is a step down subsidiary of Prime Focus Limited, based at Mumbai, the "World's Largest Media and Entertainment Services Powerhouse" and will work as a collaborative partner on all the M&E related academic programs of the University.
 - ii. PFAMES will provide all the necessary support needed to the University for the smooth running of the M&E related academic programs at the University.
 - iii. PFAMES shall help the University disseminating knowledge about the M&E industry needs.
 - iv. PFAMES shall help the University in designing curriculum, updating of syllabus, modernizing the curriculum as per changing scenario of the M&E industry.
 - v. PFAMES shall help the University in developing the required study material/MOOC (Massive Open Online Course)/ Web Lectures/ Webinar / Developing Educative Films etc. for the students of the University, at a stipulated fee as to be agreed upon with the University as per the need.
 - vi. PFAMES shall assist the University in popularization of the academic programs of the University in consultation with the University Authorities and also help with designing, printing and publishing course material/ banners/ hoardings/ display/ commercial advt. at a cost to be mutually agreed upon with the University Authorities.
 - vii. At the negotiated and expenses of the University, PFAMES shall provide all kinds of help & assistance as a consultant to the University to develop a state of art laboratory in the University to run the M&E academic programs.

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Registrar (I/C)
Pune University
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- viii. PFAMES shall in consultation with the University, collaborate with Software Vendors to provide the University, at the cost of the University, with the relevant educational license software's that are included as part of the course curriculum, for the student's academic learning and project execution needs.
- ix. PFAMES shall assist the University in arranging project related work for training of M&E students in the University at its premises or in other places from time to time as deem fit by PFAMES in consultation with the University.
- x. PFAMES shall offer an exclusive Industrial Training opportunity for the Students of the University enrolled at Agartala. The Industrial Training shall be offered at any of their facilities across India. PFAMES will however ensure that the university student shall be paid a stipend per month as per the prevalent standards at PFAMES – currently @ Rs. 10,000.00 (Ten Thousand Only) per month – or as decided by PFAMES from time to time.
- xi. PFAMES shall assist with the recruitment and placement of qualified University students in the Industry and shall also provide technical help to the qualified students of the University, M&E programs to develop their entrepreneurship skills.
- xii. Where by mutual discussion, PFAMES shall depute its qualified and experienced faculties to the University for imparting the highly specialized Course Curriculum. The University shall facilitate the Per Lecture remuneration for the visiting faculty as stipulated by UGC / as negotiate from time to time with PFAMES, in addition to the accommodation & travel expenditure directly incurred for the visiting faculty deputed by PFAMES
- xiii. There is a restrictive covenant in operation during the term of faculty deputation with the University which will be a non-compete, non-solicitation and non-disclosure of confidential information. The faculty/faculties are on a non-compete restriction for 2 years, which prohibits him / her from engaging in any kind of business or activity which is similar to PFAMES business or replicating it's IP, with a mandate to not disclose or misuse confidential information or trade secrets passed on by PFAMES to the Faculty, during the course of his deputation at the University, such breaches would inevitably lead to equitable relief by injunction or otherwise, in addition to all other rights and remedies afforded by law. During the currency of this MOU and for a period of 2 (two) years thereafter, the University shall be prevented from soliciting any of the faculty of PFAMES by offering them employment, consultancy or any other form of

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(Sanit Debroy)
Registrar (I/C)
Tirupura University
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assignment with the University either directly or through any other independent body/committee of the University.

10. **Roles and Responsibilities of the University:**

- i. The University shall ensure that the syllabus contents of all the academic programs suggested by PFAMES including Certificate Programs, Under Graduate Vocational Program, Master's Program or any other academic programs is approved by its statutory bodies, the University shall amend/ update the curriculum and syllabi from time to time in accordance with the prevailing rules regulation and guidelines for other courses and academic programs.
- ii. The University, wherever required shall obtain the necessary approval of the academic Programs from UGC and/or SSC (Sector Skill Council).
- iii. The University shall offer the Degree, Diplomas of M & E programs, as agreed upon, arrange for classes, shall conduct the examinations, issue the Grade Card on a semester basis or as decided by its academic statutory bodies from time to time. For assessment of the Skill Parts of the Curriculum, the University shall do the needful so that concerned SSC (Sector Skill Council) or its recognized agent or its faculties evaluate the students.
- iv. Degree/Diploma/Certificate shall be issued to the students by the University in its Convocation or other such occasions as and when held.
- v. The University will establish an Industrial Training Centre within Prime Focus Academy to offer programs offered by University and so that the students of the University can also get placed for training on the industrial floor in real life environment in order to fulfill their career accolades, especially for the industry related training.
- vi. The University shall admit the students for such Skill Focused Industry relevant M&E Programs through its Entrance Test at the beginning of the academic program every year.
- vii. In mutual discussions with PAMES, the University shall fix the number of deliverable days for the guest lecturer in an academic year.
- viii. To provide necessary equipment/ instruments/ amenities to students for undergoing Skill Focused Industry relevant M&E study programs.

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- ix. To arrange for class room teaching, web teaching, practical teaching, projects and industrial training.
 - x. To arrange necessary funds to run the programs successfully at the University industrial training Centre/colleges.
 - xi. To promote and popularize the programs among the students and masses.
11. **Joint responsibilities of the University & PFAMES:**
- i. The University & PFAMES both in their websites and in all kinds of publicity/ advertisement banner/ posters/ ad/ film, etc. shall mention, where-ever relevant the academic program(s) as joint collaborative program(s).
 - ii. The University or PFAMES or both the parties herein, if conceive any new idea for betterment of the academic program or find anything going against the academic interest, shall share their thoughts with the other, and shall decide the best way out via mutual discussion.
 - iii. Both the parties herein agree to submit the outcomes of their joint collaboration to each other whilst safeguarding their own copyright and any patents that may be produced by this collaboration. Any intellectual property (IP) arising out of the joint intellectual inputs between the parties in terms of R&D, Publications, Products or Services will have to be shared between the parties after due negotiations at the appropriate times. However, for the avoidance of any doubt PFAMES will retain the sole IP for all the inputs it has provided to the University and nothing shall prevent PFAMES from sharing the IP with other Universities or from using the IP for its own programs. Any development on PFAMES underlying IP will always belong to PFAMES, If not it is a joint collaborative IP and the University shall not be entitled to any share therein. The same is true for University if IP has been developed by the University.
12. **FINANCIAL ARRANGEMENT**
- i. Course fee shall be decided in mutual agreement by the University and PFAMES for all the programs to be conducted jointly.
 - ii. All the promotional cost for admission and related matters in the University will be borne by the University.
 - iii. Direct Marketing cost for joint events if any (i.e. advertisements in newspaper etc. for arranging an event) shall be shared by both parties in the ratio as negotiated from time to time.

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(Savitri Debroy)
Registrar (I/C)
Tripura University
Durgam Chattri, Mumbai



iv. Revenue sharing mechanism:

1. The University shall collect the following:
 - a. Tuition fee;
 - b. Exam fee;
 - c. Fee related to Skill Assessment by SSC;
 - d. Other stipulated fees

at the beginning of every semester and as stipulated by the University from time to time.

2. For operating an Industrial Training Centre of Tripura University in Mumbai (at PFAMES) or at any other PFAMES Training Centre in any other city in India as agreed to between the University and PFAMES from time to time, the expenses for operating and managing the Industrial Training Centre will be incurred by PFAMES. For the cost incurred by PFAMES to operate and manage the Industrial Training Centre, the University will charge the cost as "required fee for Training" to the students enrolled will be collected by the University at the time of admission and the fee to be paid to PFAMES will be remitted to PFAMES by Tripura University. The admission and final examination will be conducted by Tripura University on its premises.
3. For the highly specialized PFAMES Training Programs run at the University in Agartala, the student fee being collected by the University shall be shared, the sharing will be decided as per mutually agreed terms, negotiated from time to time
4. Publicity related expenditure for its Industrial Training Centre in Mumbai or any of its locations shall be borne by PFAMES and borne by the University for its Agartala Centre
5. For printing of study material each student shall be charged
6. The revenue sharing of "other stipulated fees" only as in iv, 1.d. herein above shall be done & remitted within 30 days once the payment is realized. Parties shall be entitled to conduct an audit of the books of the other party restricted to revenues generated and recorded in respect of the arrangement contained herein.
7. Neither Party shall be liable for discharging any other financial commitments made by the other Party.

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(Sanit Debroy)
Registrar (I/C)
Tripura University
Suryamaninagar-799022



Outcome of this MoU/ joint venture will help:

- i. The youth and/or existing work force in skill development related to Media & Entertainment in getting Certified in the skills and making them employment ready/ Employable.
- ii. Publications and patents through collaborative research activities and organizing Joint, National & International Conferences, Workshops, Seminars and Expo.
- iii. Academically Qualified Media and Entertainment Industry and Technology Leaders to cater to the current gap of skilled and trained manpower in Media & Entertainment Industries at managerial and / or supervisory and shop floor levels.

14. Achieving the Goal:

- i) To translate the MoU into action, there shall be joint meeting at least once in every six months, either physically or through video conferencing, where mutual discussion shall be held for enhancement and / or standardization of the academic programs. If any gap or dispute arises between the parties by the time, it may be settled in such meetings. All kind of financial assistance / other financial issues are to be discussed and settled in the said meetings.
- ii) A MoU Implementation committee shall be formed involving six members in total from both the parties (three from TU and three from PFAMES). Meetings of the Committee shall be chaired by VC of the University or his authorized representative.

15. Period of validity and review of MoU:

- i. This MoU shall be effective for a period of five years commencing from the date of its signing and can be renewed on mutually acceptable terms thereafter.
- ii. The MoU document shall be the joint property of both the parties.
- iii. The information of signing of MoU shall be uploaded in the websites of both the parties.
- iv. Any dispute arising out of the arrangement of this MoU shall be settled by mutual discussion between the University and PFAMES.




- v. If the parties fail to resolve such dispute(s) by mutual discussion, the dispute can be referred to an Arbitrator to be appointed with the consent of both the parties.
- vi. The decision from the Arbitrator shall be binding upon both the parties. The Arbitration proceedings shall be conducted in English language and the venue for the Arbitration shall be Mumbai, Maharashtra/Tripura, Agartala.
- vii. Courts in Mumbai, Maharashtra/Tripura, Agartala shall have exclusive jurisdiction over all matter which cannot be resolved through Arbitration.

16. **Effective Date and Signature:**

This MOU shall be in effect upon the signature of the authorized officials of the University and authorized official of PFAMES. Both the parties indicate agreement with this MOU by their signatures.

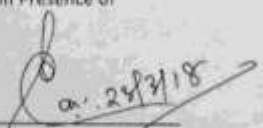
Signatures and dates

[Tripura University]



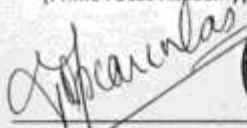
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Registrar (I/C) (TU) Registrar (I/C)
Tripura University
Suryamaninagar-781022

In Presence of




U. K. Das
Finance Officer (TU)

[Prime Focus Academy]

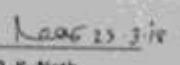


Stephen Mascarenhas
Sr. VP Operations Prime Focus World

In Presence of



Nixon Fernando
AVP – Operations Prime Focus World



Prof. R. K. Nath
Coordinator B. Voc. Program (TU)
Prof. R. K. Nath
Coordinator
B.Voc Programme
Tripura University, Suryamaninagar



Karan Kalha
AVP – HR Operations Prime Focus World