



MEMORENDUM OF UNDERSTANDING
BETWEEN

PHONICS GROUP OF INSTITUTIONS,
ROORKEE, INDIA

AND

Code Tots
Yokohama
Japan

AUGUST 2022

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PARTIES

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This MoU is entered into and between:

- 1.1 Phonics Group of Institutions, Roorkee, India
- 1.2 Code Tots, Yokohama, Japan

DEFINITIONS

- 2 Unless inconsistent with the context, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings: -
 - 2.1 **"MoU"** means this MoU together with all annexures thereto;
 - 2.2 **"Business Day"** means that any day other than a Saturday, Sunday or official public holiday in India and Japan.
 - 2.3 **"Commencement Date"** means, the date of last signature by the last signing;
 - 2.4 **"Confidential Information"** means that (a) relates to the disclosing Party's past, present and future research, development, business activities, products, services, technical knowledge. (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other party that it is claimed as confidential (As used herein, the Party Disclosing Confidential Information is referred to as the "Disclosing Party" and the Party receiving the Confidential Information is referred to as the "Recipient" or the "Receiving Party")
 - 2.5 **"Parties"** means the signatories to this MoU collectively, being the Phonics Group of Institutions and Code Tots, Japan and "Party" refers to either of them individually.
 - 2.6 **"Signature Date"** means the date of the signature of the Party last signing this MoU.
 - 2.7 **"Termination Date"** means this MoU shall remain valid for 3 (Three) years from the date of the last signature.
- 3 The headings of the clauses of this MoU are inserted for reference purpose only and will in no way govern or affect the interpretation of nor modify nor amplify the terms of this MoU nor any clause hereof.
- 4 If any provision in a definition is a substantive provision conferring rights and imposing obligations on any Party, notwithstanding that it is only in the definition's clause effect will be given to it as if it were a substantive provision of this MoU.
- 5 Unless inconsistent with the context, an expression which denotes:
 - 5.1 Any one gender includes the other gender
 - 5.2 A natural person includes a legal person and vice-versa.
 - 5.3 The singular includes the plural and vice-versa.

- 6 The annexures to this MoU form an integral part here of, and words and expressions defined in this MoU will bear, unless the context otherwise requires, the same meaning in such annexures.
- 7 When any number of days is prescribed in this MoU, same will be reckoned exclusively of the first and
and inclusively of the last day unless the last day falls on a day which is not the business day, in which case the last day will be the day immediately following the business day
- 8 if the day for payment of any amount due in terms of this MoU falls on a day which is not a business day, the relevant date will be the preceding business day
- 9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the Words will prevail
- 10 Where any term is defined within the context of any particular clause in the MoU, the term of defined unless it is clear from the clause in question that the terms of defined has limited application to the relevant clause, will be the same meaning as cribbed to it for all purposes in terms of this MoU, notwithstanding that, that term has not been defined in this interpretation clause
- 11 Any reference to an enactment in this MoU is to the enactment as at the signature date and as amended or re-enactment from time to time
- 12 The expiry or termination of this MoU will not affect such of the provisions of this MoU as expressly provided that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

PREAMBLE

- 13 "Phonics Group of Institutions" is an institute approved by AICTE, Ministry of HRD, Government of India, established for the coordination, determination and maintenance of standard of education in India, situated at 12th KM, Bhagwanpur – Haridwar Highway, Roorkee, Uttarakhand, India

"Code Tots, Japan" means the company providing counselling facilities to students and services in academic relations, situated at 11th Floor, Nihonodori, Yokohama, Japan – 231-0021

The parties wish to collaborate specially focusing on the exchange of student's training and research and industrial visits and internships and placement in Japan

In order to achieve the objectives, set out above, Code Tots and Phonics Group of Institutions have decided to collaborate.

OBJECTIVES OF THE MOU

- 14 To promote cooperation between the Phonics Group of Institutions and Code Tots Japan the following general forms of cooperation will be pursued:
- 14.1 Collaboration for training and internships for the students and research projects
 - 14.2 Collaboration for guest lectures from industry experts
 - 14.3 Collaboration for industrial/Internships visits in Japan
 - 14.4 Collaboration for student's placement in Japan
 - 14.5 Collaboration for Japanese Language Program
 - 14.6 Collaboration for setting up the Code Tots center in Phonics group of Institutions for region in Uttarakhand/ Utter Pradesh.

PERIOD OF MOU

- 15 (A) This MoU will come into operation on the commencement date and will remain of force and
Effect for a period of 3 (Three) Years until the termination date, unless terminated earlier as
Provided for herein.
(B) The Parties may elect to renew this MoU for such period of time and on such additional
terms and conditions as may be negotiated between them



Tamiko Ohba *Tamiko Ohba*
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Nihanonodori, Nakaku, Yokohama

23. Aug. 2022



Phonics Group Of Institution