



K.S.R.M. COLLEGE OF ENGINEERING

(UGC - Autonomous)

Approved by AICTE, New Delhi & Affiliated to JNTUA, Ananthapuramu.

Accredited by NAAC of UGC

An ISO 14001:2004 & 9001 : 2015 Certified Institution



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on 14/07/2022 And shall be Effective till 13/07/2023 (the "Effective Date"),

BY AND BETWEEN:

Sorting Hat Technologies Private Limited, a private company incorporated under the provisions of the Companies Act, 2013 bearing CIN U72200KA2015PTC082063 and having its registered office at Maruti Infotech Centre, 3rd Floor, A-Block, Domlur, Koramangala Inner Ring Road, Bangalore-560 071, Karnataka, India (hereinafter referred to as "**Company**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **FIRST PART**;

AND

KSRM College of Engineering with its campus **Kadapa, Kadapa - Dist Andhra Pradesh** here in after referred to as "**College**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **SECOND PART**;

The Company and the College shall thereafter, as the context may require, individually be referred to as a "**Party**" and collectively be referred to as the "**Parties**".

THE PARTIES TO THIS MOU HEREBY AGREE AS FOLLOWS:

1. SCOPE

- 1.1. The College is an educational institution recognized under law, providing education to students for various disciplines.
- 1.2. The Company owns and operates a technology platform which provides among other services, test Preparation and online learning called www.unacademy.com or the Unacademy App ("**Platform**").
- 1.3. The College is desirous of engaging with the Company for various collaborative activities ("**Activities and/or Activity**") as given in this MOU; The Company may
 - 1.3.1. conduct Webinars to create awareness about career opportunities in the subject or field that the students at the College are interested in;
 - 1.3.2. Conduct technical workshops, advance technologies workshops and campus placement workshops.
- 1.4. The details of the Activities shall be mutually decided between the Parties and confirmed via email ("**Email**") or by a separate agreement or contract as required.
- 1.5. The College shall provide the contact details of the students, with the required consents, who need to be enrolled in the webinars and workshops to the Company, or who are meritorious.

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Phone : 9000332294, 9154925962
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- 1.6. The Parties agree, in the event the Parties decide to confirm details of the Activities via Email, such Email shall be a valid and binding on both Parties, along with corresponding terms and condition for each Activity.
- 1.7. The Parties agree that this MOU is being entered purely for collaborative purposes without any expectation of any monetary compensation.
- 1.8. In the event the College recognizes any students who are meritorious, upon mutual agreement between the Parties, the Company shall offer special discounts for those individuals. It is hereby clarified that the discounts can be availed directly by those students who purchase a subscription on the Platform and the Company shall not collect or process any payments to the College at any point of time. The discounted subscriptions will be provided by the Company subject to the College sharing the requested details of the individuals with the Company. The Company may even share a unique code that the student may have to input at the time of availing the subscription in order to avail the special discounts. The details and terms and conditions for any Activity involving such discounted subscription shall be shared via Email or a separate agreement or contract.

2. TERM

This MOU shall commence on the Effective Date and shall continue until 13/07/2023 ("Term").

3. TERMINATION

- 3.1 Either Party shall have the right to terminate this MOU by providing 30 (Thirty) day's written notice in the event that any Party materially breaches its obligations under this MOU:
 - a. in a manner that is irremediable; or
 - b. fails to remedy a remediable breach within 30 days after being put on notice of such breach by the non-breaching Party; or
 - c. undergoes a "bankruptcy event", as such term is conventionally understood or for convenience.
- 3.2 Upon termination of this MOU and thereafter, neither Party shall provide to any beneficiary or third party or the public at large, the impression that the association between the Parties is continuing or allow such impression to be created.
- 3.3 Notwithstanding the termination of this MOU, the terms contained in Clause 4 below, in relation to confidentiality and non-disclosure, shall survive for a period of 2 (Two) years from the date of termination of this MOU.

4. CONFIDENTIALITY AND NON-DISCLOSURE

- 4.1 Each Party hereby acknowledges that, based on the Party's past or current relationship with the other Party such Party has had access to, or may have access to and become acquainted with the Confidential Information (*as defined below*) of the other Party. Each Party hereby covenants and agrees that it shall not, in any fashion, form or manner, unless previously and specifically consented to in writing by the other Party, either directly or indirectly use, divulge, transmit or otherwise disclose or cause to be used,

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divulged, transmitted or otherwise disclosed to any person, firm, partnership, corporation or other entity now existing or hereafter created, in any manner whatsoever (other than to its directors, officers, employees and advisors and other than as required by law), any of the disclosing Party's Confidential Information of any kind, nature or description. Each Party hereby further acknowledges and agrees that the sale or unauthorized use, transmission or other disclosure of any of the disclosing Party's Confidential Information which is in their possession constitutes unfair competition and the receiving Party covenants and agrees that it shall not engage in any unfair competition with the disclosing Party. The foregoing provisions shall not be construed to prevent the receiving Party from making use of or Disclosing information that is in the public domain through no fault of receiving Party; provided, however, specific information shall not be deemed to be in the public domain merely because it is encompassed by some general information that is published or in the public domain. The foregoing provisions shall also not be construed as preventing Company from reasonable and bona fide efforts to promote the Company using Personality's Services.

- 4.2 "Confidential Information" shall mean (a) this MOU and any information which is disclosed by any Party to the other Party pursuant to, or in connection with this MOU (whether orally or in writing and whether or not such information is expressly stated to be confidential); (b) any dispute or claim arising out of or in connection with this MOU or the resolution of such claim or dispute; (c) any information or materials prepared by or for the Parties or its representatives that contain or otherwise reflect, or are generated from the Confidential Information; (d) in case of the Company, any trade secrets, information, ideas, concepts, processes, techniques, or any other Intellectual Property, any information or data relating to the affairs of any Party including any project, work in progress, reports, statistics, summaries, records, future business, revenue projections, operational or financial plans, financing or personnel matters, information relating to present or future works, views, subscribers, clients, customers, employees, key persons engaged by the Company. Confidential Information shall not include any information in the public domain, provided, however, specific information shall not be deemed to be in the public domain merely because it is encompassed by some general information that is published or in the public domain.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party hereby represents and warrants to the other Party that it has the legal capability to grant the rights under this MOU and to satisfy its obligations and responsibilities hereunder.
- 5.2 Other than as specifically provided herein, each Party warrants that it shall not represent to any third Party that it is acting on behalf of the other Party and in no case shall each Party create or allow the creation of the impression that the other Party has any direct or indirect relationship with or liability to the beneficiaries or such other third party.
- 5.3 Each Party ('Indemnifying Party') agrees that it shall, at its own expense, indemnify, defend and hold harmless the other Party and the other Party's officers, directors, employees, representatives, agents, respective directors, trustees and assigns from and against any and all direct liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys' fees and expenses) and any other direct loss that may occur, or arise from or relate to malfeasance, misfeasance or deliberate negligence or breach of any representations or warranties by the Indemnifying Party, in the performance of the Indemnifying Party's material obligations under this MOU.

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5.4 To the extent permitted by applicable law, in no event shall either Party be liable for any special, indirect, consequential, exemplary or incidental damages, however caused to the other Party, arising out of or relating to this MoU.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party. The Parties undertake that neither of them shall claim any right, title and interest in the intellectual property rights of the other Party.
- 6.2 During the Term, each Party grants the other Party a limited, non-exclusive, royalty-free right under this MOU to use its name and logo for the purposes of public relations and promoting the association between the Parties under this MOU, including without limitation, promoting over social media platforms, promotional material as approved by the other Party in writing and all related collateral. Each Party shall obtain the other Party's approval before using the other Party's name and logo in public relations, promotional and related communications as provided herein, it being agreed by the other Party that such approval shall not be unreasonably withheld or delayed. Further, it is clarified and agreed among the Parties that any such approval granted shall sustain during the Term for repeated use of such approving Party's name and logo in similar public relations, promotional and related communications for purposes of the Programme defined herein.
- 6.3 The Parties agree that subject to the licenses granted hereinabove, any intellectual property rights created by either Party in the course of giving effect to this MOU shall be owned by the Party that creates the same.

7. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

This MOU shall be governed by and construed in accordance with the laws of the Republic of India. Any dispute under this MOU shall be resolved by arbitration by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996, in Bengaluru, India. The courts of Bengaluru, India shall have jurisdiction over this MOU.

8. MISCELLANEOUS

This MOU constitutes the entire agreement between the Parties with respect to the Agreement and supersedes all prior written agreements and understandings, both written and oral, between the Parties with respect to the Agreement. This MOU shall be binding in all respects and shall govern the relationship between the Parties. This MOU shall be binding upon executors, successors in interest and permitted assigns of the respective Parties. Any provision of the MOU may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. Either Party may not, assign, in whole or in part, the benefits or obligations of the MOU to any other person without the prior written consent of the other Party. The MOU may be executed in counterparts, each of which when executed shall constitute an original, but both of which when taken together shall constitute one and the same agreement. Nothing contained in this MOU shall be construed as creating any agency, legal representative, partnership, association of persons or other form of joint enterprise between the Parties. Neither Party shall have authority to contract for or bind the other in any manner whatsoever.

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IN WITNESS WHEREOF, the Parties hereto have executed and delivered this MOU as of the date and year first written above.

Signature		V. S. S. Murthy PRINCIPAL K.S.R.M. COLLEGE OF ENGINEERING
Name	Tony Mathew	KADAPA - 516 003. (A.P.) Dr. V.S.S. Murthy
Title	Authorized Signatory	Principal
	For, Company	For, College

