

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereafter referred to as **MoU**) is made and entered into this day of **16th July 2022**. (Hereinafter referred to as "Effective Date") at 27/7/2022 by and among.

BY AND BETWEEN

Collegedunia Web Pvt. Ltd., a company duly incorporated under the provision of Companies Act 1956, with registered office at RZ-672/41E, Sadh Nagar II, Gali No 27 G, Palam Colony, New Delhi 110045 and corporate office at **4TH FLOOR, Plot No. 418-419, AIHP Signature Tower, Phase IV, Sector 18, Gurugram, Haryana 122015** (herein referred as First Party), which expression unless repugnant to the context or meaning or hereof, shall include its successors(s), administrator(s) or permitted assignee(s) of the **FIRST PARTY**.

AND

Guru Gobind Singh Educational Socceity Technical Campus, located at **National Highway 32, Kandra, Chas, Jharkhand 827013**, and managed by GGES, having PAN AAATG7874L, GST No _____ and TAN RCHG023306 (herein referred as Second Party), which expression unless repugnant to the context or meaning or hereof, shall include its sister companies, associated companies including Partnership firm, LLP(s) its successors(s), administrator(s) or permitted assignee(s) of the **SECOND PARTY**.

BOTH FIRST & SECOND PARTIE's be individually referred to as "PARTY" and collectively as "**Parties or Consortium**".



WHEREAS, the First Party is a website portal running college search engine in the name and style of www.collegedunia.com whereby promoting various educational institutes and courses being an intermediary between the Second Party and the users of the web portal of the First Party;

WHEREAS, the Second Party is a recognized educational institute/university providing various courses to the students being enrolled with them and the Second Party being interested in the website portal of the First Party is associating with them under the terms of the MOU for promoting/advertising the courses offered by them to the viewers on the website portal;

WHEREAS, the parties agree and warrants that apart from the terms and conditions of the MOU, the relationship between the parties are governed under the General Terms and Conditions as stipulated under the Terms & Conditions on the website portal.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS OF THE MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. DEFINITION:

- a. 'Advertisement' means the services being offered by the First Party under the terms of the user as stipulated in the website portal of www.collegedunia.com.
- b. 'Advertisement Confirmation Order' means written confirmations; insertion order; work order from second party and including but not limited to telephonic confirmation from the Second Party and backed by confirmation from either of the parties for running



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- campaigns and generating leads on the website portal of the First Party.
- c. 'Campaign' means the services offered by the First Party under the terms of the user as stipulated in the website portal of www.collegedunia.com.
 - d. 'Lead' means the users/viewers on the website portal of the First Party under the terms of the website portal of www.collegedunia.com.
 - e. 'Pricing' means the price of per leads under the terms of the MOU and under the terms of the website portal of www.collegedunia.com.

2. **TERM:**

This MOU shall come into force from the date of signing and/or receiving Advertisement Confirmation Order and shall remain valid till **31st October 2022**, otherwise terminated by either party as mentioned in clause 4 hereinafter.

3. **SCOPE OF SERVICES**

1. The Deliverables from the First Party to the Second Party are stipulated in **Annexure-1**, which, along with all terms and conditions stipulated therein, shall form part of the present Agreement.
2. The First Party shall be involved in the engagement activities like interviews and testimonials from dignitaries, students and alumni at various stages of campaign.
3. The second party shall give the **API integration** system to the first party for the delivery purpose of the services as stipulated in Annexure- 1, during the entire campaign tenure.
4. Campaign shall not continue beyond the date so decided except if a written request is received from the second party to extend the



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period of campaign, deliverables and the MoU at the additional cost as may be mutually agreed between the parties.

4. PRICING & PAYMENTS

1. For the consideration of providing services under this agreement by the First Party to the Second Party, the Second Party agrees to the payment terms and schedule as stipulated in **Annexure-2**, which shall form part of this MOU.
2. The Second Party agrees that the charged amount is non-refundable.
3. First party shall raise the invoice upon the Second Party for the aforesaid installments and in event the First Party fails to raise the invoice, the payment stipulated under the payments terms becomes payable by the Second Party as per the payment terms of the MOU.
4. The Second Party agrees to make the payment within ten (10) days of the date of the invoice. Upon such default, the campaign will be paused till the next payment is released.
5. For the admissions/applications deal, reconciliation shall be in every thirty (30) days, invoice will be raised by the first party, the same is to be paid by the second party within a period of ten (10) days and in event the First Party fails to raise the invoice, the payment stipulated under the payments terms becomes payable by the Second Party as per the payment terms of the MOU.
6. Any delay in the payment of installments by the second party, in addition to the installment due, will attract interest of 18% PA on the installment amount calculated from the due date till the date of receipt of the payment by the first party.
7. Second Party agrees and warrants that in event it fails to clear the payments under the terms of the MOU, the First Party is entitled to recover the due amount along with interest at the rate of 18%





as stipulated above inter alia from second party including its promoters/Trustees/associated companies, its sister companies, including Partnership firm, LLP(s) associate with the second party in whatsoever manner.

8. The second party shall release the payments to the bank of the First Party as per the following details:

BANKING DETAILS OF FIRST PARTY

ACCOUNT HOLDER	COLLEGEDUNIA WEB PVT. LTD.
ACCOUNT NUMBER	50200014527292
BANK NAME	HDFC BANK LTD
BRANCH NAME	CHANDNI CHOWK, NEW DELHI
IFSC CODE	HDFC0000553
PAN NO	AAFCC5173J
GST NO	06AAFCC5173J1ZK

5. TERMINATION OF MOU

1. This MoU can be terminated on mutual consent of both the parties without assigning any reason, but by giving 30 days explicit advance written notice to the other party.
2. This MoU can be terminated with immediate effect by either party if the other party fails to rectify any violation of the terms and conditions of this Agreement provided that a prior notice of not less than 10 (ten) days of such violation has been given to the other party.
3. The First Party may, (with a short notice, terminate or suspend) the Agreement with immediate effect in case any of the installment payable by the Second Party remains due for more than 30 days.





4. Termination under this Clause shall not absolve the Second Party from any of its liability, obligations and duties under this Agreement arising out of the services rendered by the First Party prior to such termination.

6. POINT OF CONTACT

Point of contact from first party shall be as follows:

Name	Designation	Email Id	Mobile
Ashish Kumar Shaw	Business Development- Associate	Ashish.s@collegedunia.com	9804536051
Vivek Kar	Entrepreneur In Residence	vivek.kar@collegedunia.com	8123939406
Viswajeet Biswal	Senior Manager – Zonal head	viswajeet.biswal@collegedunia.com	7503043769

Point of contact from second party shall be as follows:

Name	Designation	Email Id	Mobile
Dr. Priyadarshi Jaruhar	Director	info@ggsestc.ac.in	9822732264

For the escalation purpose, either parties can mail/write to the above point of contact, or the party shall respond within 24 hours.

7. ARBITRATION & CONCILIATION

If any dispute, difference, question or disagreement shall at any time arise between the parties hereunder or any matter whatsoever to this





contract/MoU, then in such an event parties agree to refer to a Sole Arbitrator being appointed with the consent of the parties in accordance with the provisions of The Arbitration and Conciliation Act 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties. The venue and the seat of the Arbitration shall be at New Delhi, Delhi.

8. JURISDICTION

This MOU shall be governed by and construed in accordance with the Indian Contract Act, 1872 and Information and Technology Act, 2000 and courts at New Delhi only shall have exclusive jurisdiction. In the event of any difference(s) or dispute(s) arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

9. INTELLECTUAL PROPERTY RIGHTS

1. Each party shall retain their respective IP rights, title and interest in their modus operandi, patents, copyrights, trademarks, proprietary marks and/or licensed software, service marks, trade secrets and any other form of intellectual property ("Intellectual Property Rights") that are disclosed or generated during the work tenure. The Second Party hereby irrevocably waives all of their rights and claims in the Generated IPR, including without limitation, rights of title, license, interest etc. under the scope of services as stipulated under the terms of the MOU.
2. The Parties further agree that neither Party shall acquire any right whatsoever, through use in commerce or otherwise, in the Intellectual Property Rights of the other Party on account of the limited permitted use as per the terms of this Agreement. All such rights pertaining to



use and title of all Intellectual Property Rights of the parties shall exclusively vest with the respective parties.

3. No Party may, under any circumstances, seek to register any trademark, business name, business processes, inventions, company name, domain name using or incorporating the Intellectual Property of the other Party and each Party acknowledges that upon expiry or termination of this agreement, it shall have no right whatsoever in connection with the Intellectual Property Rights of the other Party.

10. CONFIDENTIALITY

1. The receiving Party shall not disclose any of the proprietary information, trade secrets, business plans, marketing plans, or such other information that may or may not be categorized as confidential from its nature that may or may not be marked or designated as confidential ("Confidential Information") belonging to the other Party or any of its affiliate companies, to any third parties, without the express prior written consent of disclosing Party. The receiving Party shall use all reasonable efforts to maintain the confidentiality of all the Confidential Information of the disclosing Party that is in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information. Each Party shall restrict all Confidential Information to its employees on a "need to know" basis and apprise them of the confidentiality requirements hereunder. This clause shall not apply to information that is:
 - (a) already lawfully available in the public domain; or
 - (b) lawfully known to the receiving Party at the time of disclosure; or
 - (c) lawfully obtained by the receiving Party on a non-confidential basis from a third party.



2. Upon termination or expiration of this Agreement, the receiving Party shall return or destroy/ remove/ handover/ delete all the Confidential Information kept in its possession to the disclosing Party and furnish a proof of such removal/ handover/ deletion of the Confidential Information. For any Confidential Information, which is not commercially practicable to be returned or destroyed shall continue to be bound by this obligation of confidentiality post expiration or termination of this Agreement.

11. NON DISCLOSURE

No Party shall disclose any information to any third party concerning the matters under this MOU. Any proprietary information (properly identified as such by the disclosing Party) to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party, and shall not be disclosed to any third party without the prior written consent of the original disclosing Party. This clause shall not apply where –

- a) Disclosure is made to the employees, or
- b) disclosure to any court/ tribunal/ Central or State Government or any other statutory/ quasi-judicial authorities or other bodies to the extent required by law, guidelines, rules or regulations applicable to any Party,
- c) required to consultants, advisers engaged by a Party,
- d) Information is already in public domain but not as a result of breach of this MOU, already available with the Party from other lawful sources.

This clause shall survive the termination or expiry of the MOU.

12. INDEMNITY

Second Party hereby agrees to indemnify, reimburse, defend and hold harmless the First Party, its affiliates and other officers, directors,





employees, agents, successors and assigns, from and against any and all costs, losses, damages, lawsuits, deficiencies, claims and expenses (including court costs and reasonable attorney's fees) incurred or suffered by the First Party in connection with or arising out of or resulting from or incidental to;

- (i) Any action or omission with respect to the content/schemes/information/material provided by Second Party to the First Party for the purpose of Campaign under this Agreement;
- (ii) Any breach of obligations, representations and warranties as set out in this Agreement by the Second Party or any of its officers, employees or representatives;
- (iii) Any harm to the properties, reputation and goodwill of the First Party directly attributable to the acts or omissions of the Second Party or any of its officers, employees or representatives.

13. FORCE MAJEURE

Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; wars, terrorist acts, site-specific terrorist threats, revolutions, restriction by the government authorities/agencies, pandemic, epidemic provided that the aforesaid events render the party unable to perform its services/obligations under this Agreement and provided that a notice in writing of not less than fifteen (15) days in advance, invoking this clause, is given to the other party.



14. MISCELLANEOUS

The release and contents of all public announcements (other than when such disclosure is required under any applicable law) related to the MOU shall be subject to the prior written approval of each Party.

- a) The obligations of the Parties are of binding nature and shall survive the termination or expiration of the MOU.
- b) No Party shall have the right or power to bind any other party to any MOU/ Agreement other than the terms as stipulated under the present MOU without the prior written consent of the other Party.
- c) The Parties do not intend merely by this MOU to create a partnership, corporation or an entity taxable as a corporation or otherwise.
- d) This MOU may be executed in counterparts and/or through electronic means and/or email communications and/or Advertisement Confirmation Order, each of which shall be deemed to be original and all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties hereto have executed this MOU.


**Authorized Signatories:
For Collegedunia Web Private
Limited
(First Party)**

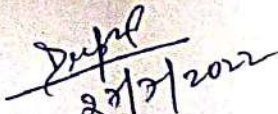
Name: Rupesh Kumar
Designation: Authorized Signatory
Date: 29th July 2022


**For
(Second Party)**

Name: Dr. Priyadarshi Jaruhar
Designation: Director, GGS ESTC, Bokaro
Date




27.7.2022


27/7/2022



ANNEXURE-1

(SCOPE OF SERVICES)

First Party Agrees to provide:

- Digital Branding for courses offered by the Second Party.
- For the purpose of achieving the aforesaid target, First Party shall carry out the following activities: -

S. NO	PRODUCT	PRODUCT DETAILS	QUANTITY	DURATION	TENTATIVE RESPONSES	PRICE RATE
1	UPDATING OF MICROSITE	THE MICROSITE OF YOUR COLLEGE SHOULD BE UPDATED TO THE LATEST COURSES AND THEIR RESPECTIVE FEES. THE MORE DATA ON THE MICROSITE, THE MORE CONVERSIONS.	YES	90 days	CPC, CPM Organic Leads	30,000 + GST
2.	LISTING	LISTING IN TOP RELEVANT COURSES PAGES IN BOKARO AND JHARKHAND FOR EXPOSURE AND BRANDING	1 EACH			
3	BANNERS	BANNERS IN TOP RELEVANT COURSES PAGES IN BOKARO AND JHARKHAND FOR EXPOSURE AND BRANDING	1 EACH			
4	INTERVIEW WITH TOP MANAGEMENT	TO BE PUBLISHED IN MICROSITE AND RELEVANT CHANNELS	YES			
5	REVIEWS	TO BE UPDATED IN THE MICROSITE TO INCREASE THE BRANDING AND ADMISSION PROCESS	YES			

TERMS AND CONDITIONS

1. The first party will run various remarketing & retargeting activities for the institution of the second party to generate the responses.
2. The first party can run remarketing on its database over Google & other platforms.





3. All responses are billable except the cases of Invalid details (i.e. Wrong Mobile Number).
4. The target deliverable by the First Party as stipulated hereinabove is subject to the fulfillment of following condition by the Second Party:
 - (i) The first call by the second party has to be made within 24 hours of receiving the responses, the second call should be in 48 hours and the third call should be in 96 hours of getting the responses from the first party.
 - (ii) The first party will seek data to update the information for the institution of the second party on the collegedunia portal. This must be done before the start of the campaign.
 - (iii) The Second party shall provide an advanced publisher panel for the CRM system for the operation and tracking purposes as per **Annexure A**.
 - (iv) Regular feedback (ideally within 4 working days) of the responses shall be given for the optimization of the campaign. Any negative feedback provided after 4 working days from the date of delivery of response will not be considered authentic.
 - (v) The second party shall give approval of promotional creatives and content provided by the first party within 24 hours from its receipt by the First Party.
5. The parties need to have fortnightly campaign review meetings for inputs/suggestions/active participations to optimize the campaign.
6. The first party can situate the concerned persons from its side at the institution of the second party for the purpose of evaluating and optimizing the counseling process, tele-calling and drip activities over the delivered responses. The second party shall be required to help the concerned persons from the first party for the above purpose with the relevant data and engagements.
7. For the admission/application/ verified leads deal, conversion shall be accepted over first source/primary attribution. And the second party



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collegedunia®

Collegedunia Web Pvt. Ltd.

CIN No. - U80103DL2013PTC262063

418-419, Fourth Floor, AIHP Signature Tower,
Udyog Vihar Phase IV, Gurugram-122015

shall provide status (i.e primary/secondary/tertiary) of responses within 24 hrs upon receiving from the first party else all responses will be considered as first source/primary attribution.

8. First party will verify the lead to lead feedback and identify the number of applications & admissions converted from the leads provided by it through V-Lookup on a monthly basis, the second party is required to facilitate the same.





Annexure A

(CRM advance publisher panel features)

Dashboard	Features
Lead Details	Basic Details
	Lead Origin
	Country/State/City
	Instance (PST) / Date of Instance
	Campaign Breakup
	Course / Campus / Specialization
	Lead Status (Verified/Unverified)
	Download Report
	Active Leads
	Registration Device
	Lead Stage
	Lead Score
	Form Initiated
	Payment Approved
Advanced Lead Dashboard	Lead Trends
	Device Share
	Lead Origin Performance
	Lead Score Trends
	Lead Disposition Trends
	Incomplete Leads
	Benchmarking





Advanced Application Dashboard	Application Status
	Application Trends
	Lead to Application Trends
	Time Lag Report
	Benchmarking
	Top Campaigns
	Campaign Analysis
Advanced Geographical Dashboard	State/City Wise Contribution
	State/City Wise Lead and Application Trends
	Benchmarking





ANNEXURE-2

(PAYMENT TERMS AND SCHEDULE)

Deliverables from the second party to the First party as shall be per the followings:

Details of Campaign and Payment Terms

Deliverables from the second party to the First party as shall be per ANNEXURE-1.

Campaign Payment Bifurcation

S.No	Campaign Bifurcation	Deal Amount	Advance %
1)	Branding Campaign (Non- Refundable and non-performance based) (A)	INR 30,000 + GST	100 % Advance
2)	Performance-Based (Leads) (B)	0	0
3)	Other Activities based Payment (C)	0	0
	Total Campaign Size (A+ B+C)	INR 30,000 + GST	100 % Advance

**All Amounts mentioned above are exclusive GST - an 18% GST will be applied to all payments.*



Payment Schedule

S.No	Campaign Bifurcation	Details of Payment	Amount
1)	Branding Campaign (Non- Refundable and non- performance based) (A)	1 st Installment (Before starting of the Campaign Expected Month July 2022)	INR 30,000 + GST
2)	Performance Based (Admissions) (B)	NA	0
3)	Other Activities based Payment (C)	NA	
Total Campaign Size (A+ B+C)			INR 30,000 + GST

**All Amounts mentioned above are excluding GST - an 18% GST will be applied to all payments.*

