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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") is executed on the **13th day of November 2024** at Gurugram, Haryana.

BETWEEN

K R MANGALAM UNIVERSITY, having its educational campus at Sohna Road, Gurugram, Haryana 122103, a State Private University established under the Haryana State Private Universities (Establishment and Regulation) Amendment Act 11 of 2024. (hereinafter referred to as **"INSTITUTION"** or the **"FIRST PARTY"**), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its, successors and permitted assignees) of the First Part;

AND

Beyond Odds Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 2013 bearing **UK78300KA2023PTC178516** and having its registered office at 1082, Millenium, HAL 2nd Stage, 12th Main Road, Indiranagar, Bangalore - 560038, Karnataka, India, (hereinafter referred to as "**BEYOND ODDS**" or the "**SECOND PARTY**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its, successors and permitted assignees) of the Second Part;

The Institution and Beyond Odds shall hereinafter be individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

A. The Institution is engaged in providing educational services to students and is covered with the definition of 'University' under Section 2(f) of the University Grants Commission Act, 1956 in the state of Haryana. The Institution is managed by the board of management and represented by its Registrar [.].

B. Beyond Odds is primarily engaged in the business of providing solutions for acquiring, training, upskilling, and placing candidates as allied healthcare professionals.

C. The Institution has represented and warranted that it is a university recognized by the University Grants Commission ("**UGC**") and it has relevant authority, permits, and licenses under applicable law, for the time being in force, for providing UGC-approved qualifications to the students enrolled with the Institution.

D. The Parties seek to leverage the provisions of the National Credit Framework ("**NCrF**") which is an inclusive one single meta framework to seamlessly integrate the credits earned through school education, higher education and vocational & skill education. The Institution is seeking to offer Courses (*defined below*) with necessary assistance and support from Beyond Odds, in the manner and to the extent as provided in this MoU.

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E. Pursuant to this MoU, the students at the Institution may enroll for any of the following courses: (i) B.Sc. (Hons) in Emergency Medical Technology, (ii) B.Sc. (Hons) in Respiratory Technology, (iii) B.Sc. (Hons) in Dialysis Technology (iv) B.Sc. (Hons) in Cardiovascular Technology (or any other nomenclature by which it may be referred) (v) any other undergraduate and postgraduate courses as may be mutually agreed or mentioned in the Annexure 1, between the Parties from time to time (collectively "Courses"), offered by the Institution.

NOW THIS MOU WITNESSETH AS UNDER:

1. SCOPE OF WORK

1.1 The Institution shall offer the Courses to the students at the Institution, who shall be required to pay the fees to the Institution as provided in **Annexure 1** ("**Program**"). The students who have enrolled with the Institution to avail the benefits of the Program shall be called "**Learners**".

1.2 The Parties shall undertake and complete their respective scope of work and implement the Program and launch the batch of Learners within 4 (four) months of the Execution Date ("**Implementation Date**").

2 TERM OF THE MOU

This MoU is valid for a period of 3 (three) years or 3 (three) academic batches from the Implementation Date (whichever is later) and shall be subject to automatic renewal for a period of 3 (three) years or such further periods as mutually agreed by the Parties, unless otherwise specifically terminated by either of the Parties in accordance with the provisions of this MoU ("Term").

Further, the Parties mutually agree to a lock-in period, which shall extend till the completion of the first year of the first batch of Learners.

3 GRANT OF LICENSES

3.1 Beyond Odds hereby grants to the Institution, on the terms contained herein, during the Term, a non-exclusive, non-sub-licensable, non-transferable, and revocable license to use the trademark and logos of Beyond Odds within the territory of India for carrying marketing and promotional activities related to the Program and/or for any other activity as otherwise agreed between the Parties.

3.2 The Institution acknowledges and agrees that any co-branding or usage of Beyond Odds' logo/ trademark/ name/ image shall be in accordance with the brand guidelines of Beyond Odds and only upon prior written consent from Beyond Odds. Further, any and all such usage shall be distributed or published by the Institution only upon receiving explicit written approval from Beyond Odds.

3.3 For the purposes of marketing & promotional activities, Beyond Odds shall deliver promotional material to the Institution which shall include without limitation, flyers, banners, and standees, which shall be utilized by the Institution in the Institution premises

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as it is. The Institution shall provide sufficient space on its premises for all branding activities that Beyond Odds may undertake, and shall also provide information on the Courses, as a part of its regular student outreach activities, on its website, brochures, pamphlets, catalogs, and any other relevant printed or electronic medium utilized by the Institution.

3.4 Both the Parties agree and acknowledge that the intent of such promotional material is to create awareness among the students about the Courses offered by the Institution.

3.5 The Institution hereby provides Beyond Odds a exclusive, sub-licensable license for the Term to use the premises of the Institution to provide and undertake (i) all necessary functions so as to enable the Institution to offer the Courses; (ii) promotional activities; (iii) seminars; and (iv) any other activity as mutually agreed between the Parties.

4 ROLES AND RESPONSIBILITIES OF THE INSTITUTION

4.1 The Institution shall ensure that it obtains all approvals, licenses, and other compliances with the relevant regulatory requirements, under UGC guidelines, frameworks, regulations, or any other applicable law, in order to launch and conduct the Program.

4.2 The Institution shall ensure that the curriculum to be imparted as a part of the Courses, has been approved by the relevant academic council or the Institution's board of studies (if any). The Institution shall share such approved curriculum with Beyond Odds.

4.3 The Institution shall be responsible for overall running and management of the Courses including but not limited to, setting up academic procedures for the curriculum which has been approved in accordance with Clause 3.2 above, smooth conduction of classes, hiring teachers, conducting exams and assessments, issuance of transcripts, certificates, diplomas, or degrees to the Learners, as the case may be, in accordance with the relevant regulatory guidelines. The Institution shall also ensure that the Courses are conducted in the same manner as the other courses or programs provided by the Institution, without any hindrances.

4.4 Admission Support: University will have the responsibility of providing Admission Assistance in all the Batches that will be jointly launched. This would include but not limited to University walk-ins, University BTL and Lead Generation activities and deploying sufficient Counselors and other manpower to achieve required Admissions.

4.5 University will allot 1-2 Counselors for handling Walk-ins of Emversity powered Programs.

4.6 University will provide Panels & Speakers in the Classrooms, Labs & VR Rooms as required.

4.7 University to provide Transportation facility to the Students for Industry visits (if applicable)

4.8 The Institution shall make available its premises for conducting the Courses.

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4.9 The Institution shall use only those insignia, symbols, brand names, trade names or logos which are approved by Beyond Odds.

4.10 The Institution shall be responsible for all administrative works, including but not limited to registration, biometric enrollment, help in conduct of examinations, and awarding of degrees and diplomas.

4.11 The Institution shall extend its support to Beyond Odds to organize necessary orientation sessions and pre-batch launch modules and sessions (if any), as and when required.

4.12 The Institution shall maintain the data of the Learners including but not limited to the academic credentials, performance, marks of the Learners and shall, subject to applicable laws, be responsible for obtaining necessary consents from Learners for storing, processing of such data and sharing of such data with Beyond Odds. The Institution should permit integration with Beyond Odds' learning management system/enterprise resource planning software to ensure that the Learners' academic scores and other relevant data is shared between both the Parties.

4.13 The Institution shall be required to have a dedicated classroom or space and laboratories within the Institution with ample infrastructure and equipment, including without limitation tables, chairs, electricity, drinking water, washroom facilities, computer laboratories, staff rooms and other utilities for the purpose of the Program. Further, the Institution shall be wholly responsible for the well-being and safety of the Learners and shall have the necessary security and safety measures in place. The Institution shall be responsible for the steady and continuous supply of quality internet broadband services, maintenance of the infrastructure, and any expenses related to the same.

4.14 The Institution shall ensure that the Learners are treated in the same manner as the other students at the Institution and are not unfairly discriminated against while accessing the Institution's facilities, or at any other time during the tenure of the Courses.

4.15 All Program fees shall be invoiced directly to the Learners and collected directly from the Learners, by the Institution. The registration process, creation of IDs, roll numbers, etc. shall be the responsibility of the Institution.

4.16 The Institution agrees not to interact with any media, press, or with any social media platforms, discussion sites, or websites in relation to the MoU, without the prior written consent of Beyond Odds.

4.17 The Institution shall appoint (a) a dedicated point of contact for any coordination with respect to the Courses offered by Beyond Odds and (b) a dedicated resource for coordination and maintenance of the laboratories set up by Beyond Odds.

4.18 The Institution shall extend its services in relation to hostels, canteens, and transportation (if any) to the Learners and any payment in furtherance of the same by the Learners shall be made directly to the Institution. It is hereby agreed that Beyond Odds shall have no revenue share in such payment.

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4.19 The Institution shall at no point in time distribute, share, sell or cause anyone to distribute, share or sell the Study Material to the public at large or to any other students in the Institution.

4.20 The Institution shall handle all grievances of the Learners in line with the applicable laws.

4.21 The Institution shall ensure that the Learners comply with the Institution's code of conduct.

4.22 The Institution shall at no point in time distribute, share, sell, copy or cause any other party to distribute, share, sell or copy the Study Material to the public at large or to any other students enrolled within the Institution. Further, the Institution undertakes not to, during the tenure of this MoU and after the termination of this MoU, copy, duplicate, or create any data based on the Study Material, under its own name.

4.23 The Institution shall ensure that any space utilized by Beyond Odds on the premises of the Institution, including but not limited to, the classrooms and laboratories utilized by Beyond Odds, are provided with CCTV facilities, at all times.

4.24 The Institution shall, via a written intimation, promptly inform Beyond Odds in case of any non-compliance with UGC regulations or any other applicable law and take immediate and appropriate action to rectify the said non-compliance.

4.25 Institution shall not partner with any other Partner to deliver Allied Health Sciences Courses while being in the Contract with Beyond Odds. Our Offering requires massive investment and proprietary knowledge. This will safeguard our business.

5 ROLES AND RESPONSIBILITIES OF BEYOND ODDS

5.1 Beyond Odds shall provide admission counseling, training sessions, educational content, design curriculum, notes, textbooks, soft copies of academic books, powerpoint presentations, and other ancillary study material relevant to the Coursers to the Learners enrolled with the Institution, either as physical tangible copies or / and in the form of online study materials, as may be agreed between the Parties ("**Study Material**").

5.2 Beyond Odds shall collaborate with leading hospitals, healthcare professionals, and other experts to develop and regularly update the curriculum and Study Material for the Courses.

5.3 Beyond Odds shall assist the Institution with the branding of the Program.

5.4 Beyond Odds shall appoint a counselor at the Institution, who shall guide the students and assist the Institution's administration with the admission process of the Learners.

5.5 Beyond Odds shall assist in setting up (a) laboratories with latest equipment and tools, (b) a state of the art training platform (with license access to be granted to the Institution) and other training infrastructure for the benefit of the Learners, and (c) other infrastructure, in the premises of the Institution, as may be necessary to impart practical knowledge pursuant to the Courses.

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5.6 Beyond Odds shall provide the Learners with uniforms, laboratory coats, tablets, and other relevant equipment, based on the Course the relevant Learner is enrolled in.

5.7 Beyond Odds shall develop and provide access to a dashboard to the Institution which shall have the academic details of the Learners, such as, registration number, number of examinations taken, scores received in each examination, in order to track the academic progress of each Learner.

5.8 Beyond Odds shall ensure that it provides opportunities to the Learners to undertake industry visits and hospital visits, from time to time.

5.9 Beyond Odds, shall from time to time, and as required by the Institution, provide assistance and guidance in relation to course curriculum and syllabus, as per need of the industry. Beyond Odds shall also assist with the selection and shortlisting of the teachers required to teach the Courses. It is clarified that the final decision on hiring the teachers shall be with the Institution.

5.10 Beyond Odds shall assist the Learners and the Institution and shall coordinate with relevant recruitment partners to provide the Learners with internship and placement opportunities during the tenure of the Program. Beyond Odds shall ensure that the Learners maintain accurate information logs of the internships undertaken by them.

5.11 Beyond Odds shall enter into contracts/memorandum of understanding to onboard hospitals for providing internships and placement opportunities for the Learners.

5.12 Beyond Odds shall develop a separate module to provide basic guidance and information to the Learners regarding the Courses, which shall be imparted to the Learners once the admission process has been completed but prior to the commencement of the Program.

5.13 Beyond Odds shall coordinate with the Learners and the Institution during the internships undertaken by the Learners to ensure the fulfillment of the credit requirements of the Learners for the Program.

5.14 Beyond Odds and the Institutions shall work on a mutually agreed revenue sharing model detailed in **Annexure 1**.

6 CONFIDENTIAL INFORMATION

6.1 "**Confidential Information**" shall mean any confidential information data, know-how, employee / consultant / learner data, or any other confidential information disclosed by Beyond Odds hereunder in writing, orally, or in any other form, media whether or not marked as confidential or proprietary.

6.2 Notwithstanding the foregoing, Confidential Information shall not include information which:

6.2.1 Is known to Institution at the time of disclosure;

6.2.2 Is or becomes publicly known through no wrongful act of the Institution;

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6.2.3 Is rightfully received by Institution from a third Party without restriction of disclosure;

6.2.4 Is approved for release by Beyond Odds;

6.2.5 Is disclosed pursuant to a judicial order, requirement of a government agency, or by operation of law.

6.3 The Institution agrees that it will not disclose the Confidential Information to any third Party and will not use the Confidential Information other than for the performance of its obligation under this MoU. The Institution agrees that the Confidential Information shall at all times remain the sole property of Beyond Odds and that the Institution shall take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information by any of its officers, employees, or any person that has access to the Confidential Information.

6.4 Upon termination or expiration of the Term, the Institution shall return or destroy all the Confidential Information kept in its possession, back to the Disclosing Party and furnish proof of such destruction 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 of the Term and to that effect, this Confidentiality clause shall survive the expiration of the Term.

7 REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents and warrants to the other Party that:

7.1.1 It is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization;

7.1.2 It has the full corporate power and is duly authorized to enter into, execute and deliver this MoU, and to carry out and otherwise perform its obligations thereunder;

7.1.3 The execution, delivery, and performance by it of this MoU have been duly authorized by all necessary corporate action and do not and will not result in a breach of or constitute a default under any material MoU, license, permit, or other instrument or obligation to which it is a Party;

7.1.4 There exists no litigation, arbitration, claim, suit, case, action, investigation, proceeding, order, judgment, injunction, decree, award, settlement, or stipulation of or before any arbitrator, tribunal or Government Authority, is pending or outstanding or, to the best of its knowledge which may be prejudicial to this MoU;

7.1.5 It is not under, and will not enter into, any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this MoU or that would impede the diligent and complete fulfillment of its obligations.

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7.1.6 This MoU has been duly executed and delivered by, and is the legal and valid obligations binding upon such Party and so far, as it is aware, the entry into, the execution and delivery of, and the carrying out and other performance of its obligations under this MoU by such Party:

a. does not conflict with, or contravene or constitute any default under, any MoU, instrument, or understanding, oral or written, to which it is a Party, including, without limitation its certificate of incorporation or by-laws, and

b. does not violate applicable laws or any judgment, injunction, order, or decree of any Regulatory Authority having jurisdiction over it;

8 INTELLECTUAL PROPERTY RIGHTS AND DATA PRIVACY

8.1 All intellectual property rights that are vested with the Parties before the execution of this MoU including but not limited to (i) all copyrightable works including digital copyright, typography rights, database rights (including rights of extraction) pursuant to this MoU, (ii) all trademarks, service marks, logos, and trade names, together with all translations, adaptations, derivations, and combinations thereof, and all applications, registrations, and renewals in connection therewith, (iii) all trade secrets (including ideas, research, and development, compositions, technical data, designs, drawings) shall vest solely with the respective Party.

8.2 Subject to clause 4.7 above, it is hereby agreed that the Institution shall share all the data of the Learners stored by it, including but not limited to the academic credentials, performance, marks of the Learners, with Beyond Odds, during the tenure of this MoU.

8.3 Data Privacy: The Parties undertake to comply with the relevant data protection laws and regulations and keep personal data secure and only such data in accordance with such applicable data protection laws and regulations.

9 INDEMNIFICATION

9.1 Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, agents, licensees, Learners, subscribers and educators, and users against any and all damages, claims, losses, demands, actions, causes of action, suits, litigation, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees), asserted against, suffered or incurred and arising out of, resulting from or relating to:

9.1.1 any breach of its representation, warranty, obligation, covenant, undertaking, or any other term of this MoU;

9.1.2 any liabilities due to negligence or willful misconduct by such Party;

9.1.3 any violation of applicable laws.

10 LIMITATION OF LIABILITY

10.1 Under no circumstances shall either Party be liable to the other for any (i) indirect, incidental or consequential damages (including loss of profit or business), however arising,

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whether under any law of contract, tort, or otherwise, even if informed of the possibility of the same; or (ii) exemplary or punitive damages.

10.2 Except for breach of clause 7 (Confidentiality), clause 9 (Intellectual Property Rights), fraud, wilful misconduct, gross negligence and/or misrepresentation, in no event will the total aggregate liability of either Party in respect of any Program exceed the fees paid by the Institution to Beyond Odds, in respect of the most recent batch of Learners from the date of any claim under this MoU.

11 TERMINATION

11.1 The Parties shall have the right to terminate the MoU without cause by giving a prior written notice of 180 (one hundred and eighty) days to the other party.

11.2 Notwithstanding the foregoing, this MoU may be terminated forthwith by any Party upon the sending of notice in writing upon the occurrence of one or more of the following events:

11.3 If the other Party shall commit a breach of any of its obligations under this MoU and shall fail to remedy within ninety (90) days from the date written notice is sent to such Party requiring that such breach be remedied.

11.4 If the other Party shall become incapable for a period of one academic (1) year of performing any of its obligations under this MoU because of any unforeseen event.

11.5 If the other Party becomes insolvent or incapable of performing its duties under this MoU.

11.6 Notwithstanding anything contained herein, the Institution and Beyond Odds shall launch a batch only when sufficient Learners, as mutually agreed between the Parties, are enrolled in the Courses to make it financially viable. Further, if the Parties are unable to get sufficient Learners prior to the launch of the batch, the Institution shall refund the amounts paid by the Learners admitted to such unlaunched program, as per the terms of its refund policy.

12 CONSEQUENCES OF EXPIRY OF TERM OR TERMINATION OF AGREEMENT

12.1 Immediately on the expiry of the term or extended term(s) or termination of the MoU, the right of both the Parties to use the marks and logos of each other shall stand totally withdrawn.

12.2 The Beyond Odds shall return all assets, material, data, or equipment if any, provided by the Institution to the Beyond Odds in relation to this MoU and/or for the purpose of fulfilling the obligations under this MoU.

12.3 Termination of this MoU shall be without prejudice to the rights and liabilities accrued prior to or at the date of termination, unless waived in writing by the mutual agreement of the Parties.

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12.4 Termination of the MoU shall be without prejudice to all the rights and remedies under Applicable Law available to the Parties, including the right to seek, as an alternative to termination, specific performance of obligations under the MoU or seek losses for the breach committed by any Party during the period prior to such termination or termination of this MoU without sufficient days' notice required as per terms of this MoU.

12.5 Termination of the MoU shall not affect the batch of Learners who are already enrolled with the Institution for the Courses, and both the Parties shall continue to provide their respective services till the relevant batch of Learners graduate from the Institution.

13 NON-COMPETE

The Institution agrees that the nature of Beyond Odds' business is such that if the Institution were to become engaged in any commercial or other partnership or collaboration, or substantially involved in the business of a competitor of Beyond Odds during the Term of this MoU, such engagement, employment or involvement would present a risk of actual disclosure of Beyond Odds' business plans, strategies and Confidential Information. Thus, during the Term, the Institution agrees not to directly or indirectly engage in (whether as an institute, employee, consultant, agent, proprietor, principal, partner, major stockholder, content provider, educator, corporate officer, director or otherwise), nor have any ownership interest in, nor participate directly or indirectly (whether on his own or through his affiliates, family members, relations, friends and other associates) in the financing, operation, management or control of, any person, firm, corporation or business that is competitive with Beyond Odds or its affiliates.

14 NON-SOLICITATION

The Institution covenants with Beyond Odds that during the Term of the MoU, the Institution shall not either directly or indirectly solicit, induce, recruit, interview, attempt to hire, or encourage any individuals, educators to leave Beyond Odds' (or any of its affiliates) employment or employ, terminate any MoU, association or relation for any reason or interfere in any other manner with the relationships of such individual with Beyond Odds at the time existing between or Beyond Odds (or any of its affiliates/subsidiaries) and its current or prospective educators/employees.

15 EXCLUSIVITY

15.1 The Institution hereby agrees to exclusively collaborate with Beyond Odds for the purpose of providing integrated learning opportunities to the Learners and further agrees to not engage any competitor, direct or indirect, for the duration of the MoU without the prior explicit written consent of Beyond Odds.

15.2 In the event the Institution has an existing allied healthcare service program as a part of its coursework, it shall not undertake any allied healthcare service programs, whether by itself or in collaboration with any other entity/partner. It is hereby agreed that during the agreement tenure, any allied healthcare service programs shall be launched solely with Beyond Odds or by the Institution themselves.

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16 DISPUTES RESOLUTION & ARBITRATION

16.1 The MoU shall be governed by and construed in accordance with the laws of India, without reference to principles of conflict of laws.

16.2 If any dispute or difference of any kind whatsoever arises between the Parties in connection with the MoU including any question regarding its existence, validity or termination, the Parties shall seek to resolve any such dispute or difference by mutual consultation.

16.3 If the Parties fail to resolve such dispute or difference by mutual consultation within a period of 45 (forty-five) days from the date upon which such notice of dispute has been given, the dispute or difference shall be referred to and finally settled by arbitration, and a sole arbitrator shall be jointly appointed by the Parties.

16.4 It is agreed between the Parties that in such an event the arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be Gurgaon and the language of Arbitration proceeding shall be English.

16.5 Each Party shall bear its own costs and expenses incurred in connection with the arbitration proceedings.

16.6 Nothing herein shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the courts at Gurgaon which shall have exclusive jurisdiction to determine any dispute arising under this MoU. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any remedy for monetary damages through arbitration.

17 NOTICE

All notices and other communications given or made pursuant to this MoU shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) 5 (Five) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (d) 1 (One) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address mentioned at the beginning of the MoU.

18 FORCE MAJEURE EVENT

Any failure or delay of a Party to perform any obligation under this MoU solely by reason of acts of God, government acts, fire, flood, explosion, civil commotion, industrial dispute, terrorism, pandemic or epidemic, riots, wars, strikes, lockdown, lockouts, regulatory intervention or other causes beyond its control (a "**Force Majeure Event**") shall not be deemed to be a breach of this MoU provided, however, that the Party so prevented from complying shall continue to take all actions within its power to comply as fully as possible with the provisions of this MoU. Performance of this MoU shall resume as soon as practicable after such Force Majeure Event has come to an end or has ceased to exist.

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19 MISCELLANEOUS

20 AMENDMENTS TO THIS MOU

No amendments, changes, alterations or modifications to this MoU & Annexure 1 shall be effective unless in writing and signed by both the Parties and, if required, upon approval by the competent authorities of each Party.
The annexure 1 attached which is signed by both the parties is to be an integral part of the MOU.

21 IMPLEMENTATION AND OBSERVATION OF THIS MOU

Each Party undertakes to carry out this MoU in good faith and to respect the spirit as well as the letter of its provisions.

22 NON-WAIVER

Failure of any Party hereto to insist upon the strict and consistent performance of any provision hereof shall not constitute waiver of, or estoppels against, asserting the right to require such performance, nor should a waiver or estoppel in one case constitute a waiver or estoppel with respect to a later breach whether of similar nature or otherwise.

23 DISCLAIMER OF AGENCY

This MoU is on principal-to-principal basis and nothing contained herein shall not be deemed to constitute any Party hereto the agent or partner of the other Party and nothing in this MoU or in the performance by the parties of their obligations/responsibilities shall be construed so as to create any partnership or association of persons.

24 ASSIGNABILITY

This MoU and each and every covenant, term and condition hereof shall be binding upon and incur to the benefit of the Parties hereto and their respective successors and legal assigns, but neither this MoU nor any rights or obligations hereunder shall be assignable directly or indirectly by any Party hereto without the prior written consent of the other Parties, provided that before this MoU is so assigned the assignee, shall execute an MoU to be bound by this MoU in the same manner as the assignor.

25 SEVERABILITY

In the event that any of the provisions or portions of this MoU are held to be unenforceable or invalid by any duly constituted arbitral panel or court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in the provisions of this MoU with a view toward affecting

the purpose of this MoU, and the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have set their hands on the day and year first above written.

Signed and delivered for and behalf of KR Mangalam University, educational campus at Sohna Road, Gurugram, Haryana 122103 Signature: Name: Dr. Rahul Sharma Designation: Registrar Date:	Signed and delivered for and behalf of Beyond Odds Signature: Name: Mr Vivek Sinha Designation: CEO Date:
In the presence of: Witness Signature: Name: S/o R/o	**In the presence of:** Witness Signature: Name: S/o R/o

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In the presence of:	In the presence of:
Witness	Witness
Signature:	Signature:
Name:	Name:
S/o	S/o
R/o	R/o

Annexure 1

The following academic programs are covered in this MoU and part of the MoU as on the day and year first above written, dated: _____.

1. Programs to be offered by the Institution in collaboration with Beyond Odds.

S No	Course	Course Duration	Total course fee per Learner (In INR)
1	B.Sc. (Hons) in Emergency Medical Technology	3 years + 1 year internship period	7,20,000
2	B.Sc. (Hons) in Respiratory Technology	3 years + 1 year internship period	7,20,000
3	B.Sc. (Hons) in Dialysis Technology	3 years + 1 year internship period	7,20,000
4	B.Sc. (Hons) in Cardiovascular Technology	3 years + 1 year internship period	7,20,000

2. **Intake**: The Institution to get the approval of 60 Seats Intake for each of the programs from the required authorities.

3. **Institution Share:** The Institution's share shall be 40% (forty percent) of the total course fee. Beyond Odds shall raise the invoice for its share in the fees of the Program 15 (fifteen) days after the commencement of the semester or the academic year, as the case may be.

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4. The Institution will release 60% (sixty percent) of the fees to Beyond Odds within 15 (fifteen) days of receipt of invoice from Beyond Odds.

   Please note that the total course fee shall be collected within 4 (four) years or 8 (eight) semesters, as the case may be.

TABLE INDICATING REVENUE SHARE SPLIT

Sr. No.	Year	The Institution's Share	Beyond Odds' Share	Total
1.	First year	40%	60%(Inc GST)	100%
2.	Second year	40%	60%(Inc GST)	100%
3.	Third year	40%	60%(Inc GST)	100%
4.	Fourth year	40%	60%(Inc GST)	100%

5. Refund: Any Refund to be given to the Students will be as per the University Policy and Emversity will refund its share as per the Fees collected and norms defined by the University.

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