MEMORANDUM OF UNDERSTANDING (MOU)

Between

IIDE EDUCATION PRIVATE LIMITED

5/26, Aryan Mahal, C Road, Churchgate, Mumbai – 400020

And

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

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Sohna Road, Gurugram (Haryana)-122103

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

For IIDE Education Private Limited

Authorised Signatory

Memorandum of Understanding

This MoU containing Master Service Agreement ("Agreement") is made and entered into on the 19TH Day of December 2024, by and between:

IIDE Education Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 5/26, Aryan Mahal, C Road, Churchgate, Mumbai – 400020, (hereinafter referred to as "IIDE," which expression shall include its successors and permitted assigns), of the OTHER PART.

AND

K.R. Mangalam University, Sohna Road, Gurgaon - 122103 (Delhi NCR Region), a University established under the Haryana Private Universities Act 2006 (Amended 08 of 2013) and under section 2(f) of UGC Act, 1956 wherein empowered to award degrees, as specified under section 22 of the UGC Act, 1956, through its Registrar presently Dr. Rahul Sharma, duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University (hereinafter referred to as Institute) PARTY OF THE ONE PART.

"IIDE" and the "Institute" shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

WHEREAS

A. IIDE is *inter alia* engaged in the business of providing services with respect to creating solutions (including training solutions) in the fields of advertising and digital marketing for individuals, corporates, institutions, and various organizations;

B. The Institute is inter alia in the business of providing degree courses to students;

C. The Institute wishes to avail certain services from IIDE on a non-exclusive basis to design and implement a new course, such as BBA in Digital Marketing, with IIDE acting as the service provider to develop a cutting-edge program.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, warranties, and indemnities set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SERVICES

1.1. Scope of Services:
Subject to the terms and conditions of this Agreement, IIDE shall provide the following services, including those outlined in the MoU:

Render operational, managerial, and ancillary services, as set out in Schedule 1 hereto, with respect to training courses and programs to be conducted by the Institute, in such manner as may be determined by the Parties, from time to time, and agreed in writing through any documents signed and/or correspondences (including but not limited to electronic communication) exchanged between the Parties ("Services").

Additional MoU Services:

Develop course content and curriculum flow in alignment with UGC guidelines.

Facilitate student lifecycle management, including issuing letters of recommendation and certificates.
Provide Learning Management System (LMS) and Cloud Support for seamless student management.
Conduct promotional activities, such as webinars and career guidance fairs, to enhance program outreach.

1.2. Delivery Infrastructure:

The Institute agrees to provide physical infrastructure such as AC classrooms, projectors, and WiFi, as detailed in the MoU (Schedule 1). The Institute will assign internal professors for regular subjects.

2. **CONSIDERATION**

2.1. Service Fees:
In lieu of the Services rendered by IIDE, the Institute shall pay IIDE, the fees and charges as may be mutually agreed between the Parties and invoiced by IIDE from time to time ("Service Fees").
2.2. Payment Terms:

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The Service Fees shall be paid by the Institute within 15 days from the date of the relevant invoice. In the event the Institute fails to pay the amount due and payable by the Institute under any invoice, then IIDE shall be entitled to discontinue the Services and revoke the right granted to the Institute under Clause 4 below, after a notice period of two weeks.

3. REPRESENTATIONS AND WARRANTIES

3.1. Each Party hereby represents to the other Party that:

(a) it is duly organized and validly existing under the laws of India, and has the corporate power and authority to enter into this Agreement and perform its obligations here under;

(b) the execution and delivery of this Agreement by it does not violate any law, rule, regulation, or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements, or any other instruments to which it is a party, or which is applicable;

(c) the obligation of such Party as set out under this Agreement will be performed in compliance with all applicable laws of India, necessary for the performance of its obligations hereunder; and

(d) it will provide such cooperation as reasonably necessary in order to give full effect to the provisions of this Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. "Intellectual Property" refers to patents, patent applications and other patent rights (including any divisions, continuations, continuations-in-part, substitutions or reissues thereof, whether or not patents are issued on any such applications and whether or not any such applications are amended, modified, withdrawn or refilled), trademarks, service marks, logos, trade dress, brand names, get-up, trade names, internet domain names, or corporate names, whether registered or unregistered, and all registered and applications for registration thereof, and in each case, the associated goodwill of its business symbolized thereby, rights in designs, copyright (including rights in computer software and any related source codes, object codes, and documentation related thereto), including renewals and extensions thereof, copyright registrations and applications for registration thereof, and non-registered copyrights, and moral rights, database rights, rights in know-how, trade secrets (including, without limitation, designs, research and development information, formulae, specifications, operating, training and/or maintenance manuals, learning management systems, methods, technical information, training or education content or material, course wares, know-how, data, mask works, inventions and discoveries, and other proprietary rights, whether or not patentable or subject to copyright, mask work, or trade secret protection and whether or not confidential), licenses, sublicenses, and other agreements or permissions related to any of the foregoing property, and other intellectual property rights, in each case whether licensed, acquired or developed, registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

4.2. Each Party shall retain its intellectual property and all rights therein in relation to the intellectual property independently created by such Party. Each Party hereby agrees and undertakes that they will not, during the Term and/or at any time, thereafter, claim any title in and over intellectual property rights of the other Party.

4.3. It is further clarified and agreed between the Parties that, any and all intellectual property created and/or provided by IIDE and University pursuant to this Agreement, is common in nature, both parties will have the joint Intellectual Property Right over these created and generated Intellectual Properties.

4.4. IIDE will grant a non-exclusive, revokable, non-transferrable, non-sub-licensable, and limited right to the Institute to use the IIDE-IP, only for the purpose and during the Term of this Agreement. The Institute shall not in any manner, alter, modify, reproduce in any manner, medium, or mode, whether directly or indirectly, all or any part of the IIDE-IP, or otherwise transfer, allow access, or provide the IIDE-IP to any third-party, without the prior written approval of IIDE.

4.5. IIDE and KR Mangalam University shall be entitled to an injunction, restraining order, right for recovery, specific performance, or such other equitable reliefs as

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may be available in law, in case of breach of agreement .

5. CONFIDENTIALITY

Each Party undertakes to maintain secret and confidential all information (including oral and visual information and all information recorded in writing or electronically or in any other medium or by any other method) concerning the terms and conditions or existence of this Agreement or any business operations, processes, plans, intentions, trade secrets, ideas, market opportunities, market opinions, information and/or material concerning the business or affairs of the other Party which may have or may in the future come to its knowledge except: (i) to its professional representatives and advisors, or (ii) as may be required by law or any legal or regulatory authority; or (iii) where such confidential information can be demonstrated by the disclosing party to be in public domain without any breach by the disclosing party. Neither Party shall use any such confidential information except for the performance of this Agreement or make any announcement relating to this Agreement or its subject matter without the prior written approval of the other Party.

6. TERM

This Agreement will be effective from XX XX 2025 ("Effective Date") and be valid for one Batch admitted in 2025 from the Effective Date ("Term"). The agreed financial arrangement is applicable for the batch intake of admission year 2025-2026.

7. TERMINATION

7.1. Either Party may terminate this Agreement by notice in writing for not less than 60 (Sixty) days to the other Party if the other Party breaches any material provision of the Agreement.

7.2. IIDE may terminate this Agreement, with a notice period of two weeks, in the event (i) the Institute fails to pay the Service Fees invoiced by IIDE in terms of this Agreement, and such non-payment continues for a period of 90 (Ninety) days, and/or (ii) the Institute has breached the provisions of Clause 4 above.

7.3. In the event of expiry or termination of this Agreement, whichever is earlier, (i) all outstanding Service Fees shall become payable immediately, and (ii) the rights granted by IIDE to the Institute to use the IIDE-IP, shall stand revoked and the Institute shall thereafter cease and desist any use of the IIDE-IP, in any manner whatsoever.

7.4. In the event of expiry or termination of this Agreement, IIDE shall service all the existing students. IIDE shall not be involved in the servicing of any students further from the event of expiry or termination of this agreement.

8. INDEMNITY

8.1. Each Party shall hold harmless and indemnify the other Party, its directors, shareholders, officers and employees harmless from all losses, liabilities, claims and damages (including reasonable legal fees) which are incurred or suffered by such Party, as a result of: (i) breach by the other Party of any of the provisions or its obligations under this Agreement including but not limited to representations and warranties provided by such other Party; and/or (ii) fraud, willful misconduct, gross negligence on part of the other Party.

8.2. Notwithstanding the forgoing the maximum aggregate liability of either Party howsoever arising under or in connection with this Agreement, whether in contract, tort (including negligence) breach of statutory duty or otherwise (including under the indemnity obligations set out in this Clause 8), shall not exceed, an amount may be upto 200% of the Service Fees paid or payable by the Institute to IIDE during the Term of the Agreement.

8.3. Any liability arising against the institute due to non-compliance by IIDE with respect to the provisions of GST or any other applicable tax laws in force shall be fully borne and discharged by IIDE.

9. DISPUTE RESOLUTION MECHANISM

9.1. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, which is not amicably settled between the Parties within a period of 90 (ninety) days from notice of dispute, should be refer to a sole arbitrator to be jointly appointed by the Parties within 90 (ninety) days from

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For IIDE Education Private Limited

Authorised Signatory

end of discussion period, failing which, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

9.2. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The place and seat of the arbitration shall be Gurugram, Haryana, India and the award of the arbitrator shall be final and binding on the Parties.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India. Subject to the provisions of Clause 9 above, in relation to any legal action or proceedings arising out of or in connection with this Agreement, each Party hereto irrevocably submits to the jurisdiction of courts in Gurgaon, Haryana.

11. MISCELLANEOUS

11.1. Non-solicitation: During the Term of this Agreement and/or in any eventuality of termination of this Agreement / expiry of Term, neither Party shall, for a period of 2 years thereafter, seek to employ, solicit, or entice away, or encourage anyone else to do so, from the other Party any employee, who is engaged by such other Party or was previously so employed or retained by such other Party.

11.2. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior understandings and representations between the Parties with respect to the matters contained in this Agreement.

11.3. Words denoting the singular shall include the plural and words denoting any gender shall include all genders. No waiver, amendment or other modification of this Agreement shall be valid and effective unless signed in writing by each Party or by its authorized representative or officer.

11.4. For purposes of this Agreement, a "Force Majeure Event" means any act or event that prevents a Party ("Non-performing Party"), in whole or in part, from performing its obligations under this Agreement, or satisfying any conditions to any other Party's obligations under this Agreement, provided that such act or event is beyond the reasonable control of the Non-performing Party, and provided that the Non-performing Party has been unable to avoid or overcome such act or event by the exercise of due diligence. Where all of the conditions contained in the preceding sentence are met, a Force Majeure Event includes each of the following acts or events: an act of God (including flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, epidemic, famine or plague), any shipwreck or plane crash, fire, explosion, riot or civil disturbance, war, act of public enemy, terrorist act, military action, or any action of a court or government authority, or an industry-wide, region-wide or nationwide strike, work-to-rule action, go-slow or similar labour difficulty. If a Force Majeure Event occurs, the Non-performing Party is excused from such performance as is prevented by the Force Majeure Event, but only to the extent prevented. When the Non-performing Party is able to resume performance of its obligations, it shall immediately give the other parties written notice to that effect and shall resume performance no later than five days after the notice is delivered. The relief offered by this clause is the exclusive remedy available to the Non-performing Party with respect to a Force Majeure Event.

11.5. This Agreement shall be binding upon and inure to the benefit of the Parties' representatives, successors, heirs, and shall not be assigned without the prior written consent of the other Party, as applicable. A change in control shall not be construed to be an assignment.

11.6. Further, the failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce any of the provisions of this Agreement.

11.7. The provisions of Clause 4, Clause 5, Clause 7, Clause 8, Clause 9, Clause 10 and Clause 11 and any other provision, which expressly, or by their nature, should survive termination, shall survive termination of this Agreement.

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

For IIDE Education Private Limited

Authorised Signatory

SCHEDULE 1

SERVICES BY THE INSTITUTE

- Preparing the curriculum flow as per the UGC Guidelines and complying with the guidelines of UGC or such said institutions
- Approval from the Board of Studies, Academic Council, Governing Body, and Finance Committee
- End-to-end Marketing of the program along with Admissions.
- Provide physical infrastructure viz. AC Classroom, Plug Points, Projectors, WiFi connectivity with ease of access to websites utilized for digital learning
- Appointment of a teacher coordinator to smoothen the functionality of the course
- Collection of fees and remittance to IIDE every semester; within 15 days of raising the invoice
- Student life cycle to be handled by the college which includes Letter of Recommendation, Awarding of Certificate/Diploma/Degree/Honors or Research as per the UGC Guidelines

SCHEDULE 2

SERVICES

In lieu of the Service Fees, and subject to the terms and conditions of this Agreement, IIDE will provide, *inter alia*, the following services to the Institute:

Deliverables by IIDE

- To conduct offline class sessions on KR Mangalam University campus scheduled as per the University Time table on mutually agreed days.
- The faculty trainer shall Structure the Course Outlines, Course Outcomes and Assessments as per University format and rules, including Course Hand Outs, Course Outcomes, Course Files, Course Packets and Learning Plans.
- Technology services for the purposes of Technology Maintenance, and ICT support (including production and animation).
- Learning Management System and Cloud Support to manage students end to end from onboarding to offboarding
- Complete course delivery in classrooms for all courses as per the Annexure I and assessment by subject matter experts. Subject domain experts shall do the paper-setting as per the University formats and rules.
- A program coordinator to be appointed to coordinate for the subject trainings course delivery
- Facilitate course coordination, faculty identification, and guest speakers.
- Facilitate speakers/ panelists for at least one Digital Marketing Conclave Annually
- Conduct at least One Masterclass and One expert talk every month
- Provide access to the video learning library to students
- Course material (in the form of presentations and videos), reading material, including any improvements, development, and upgradation thereto.
- Provide assignment material, and/or student assessment approaches for subjects allocated for training; provide the previously said material for re-exams as well
- Facilitate training for dedicated subjects to the students enrolled for the program
- Facilitate placement services to assist the students with internship at the end of the second year and full-time job requirements after the completion of the program.

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- Ensure students qualify and achieve all the Certifications mapped to the courses as mentioned in the Annexure II.
- Any such ancillary services as may be required by the Institute and agreed between the Parties, from time to time.

SERVICE FEES

For the Academic Year 2025-2026 (For the First Batch only)

First Year BBA students	Unit Cost/ Student
Basic Fee (Payable Annually)	60,000.00
Estimated GST*	9,152.54
Final IIDE	50,847.46

For the Academic Year 2026-2027 (For the First Batch only)

Second Year BBA students	Unit Cost/ Student
Basic Fee (Payable Annually)	60,000.00
Estimated GST*	9,152.54
Final IIDE	50,847.46

For Academic Year 2027-2028 (For the First Batch only):

Third Year BBA students	Unit Cost/ Student
Basic Fee (Payable Annually)	65,000.00
Estimated GST*	9,915.25
Final IIDE	55,084.75

**GST figures are indicative in nature and could be different depending on the slab rates decided by the Government*
Note: The Basic Fee Shall be paid in two equal instalments at the end of every semester.

IN WITNESS WHEREOF, the duly authorized representatives of the contracting parties sign this Agreement in one original and one duplicate of equal content and validity, on the dates and in the places indicated below.

Dr. Rahul Sharma
Registrar
K.R. Mangalam University

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

Witness
Prof. Indira Bhardwaj, Dean-SOMC
K.R. Mangalam University
Through its Witness

Karan Shah For IIDE Education Private Limited
Chief Executive Officer
IIDE EDUCATION PRIVATE LIMITED

Authorised Signatory

Witness
Aditya Shastri
IIDE EDUCATION PRIVATE LIMITED
Through its Witness

For IIDE Education Private Limited

Authorised Signatory

Annexure I

Subjects to be taught by IIDE Faculty and Trainers

S No	Semester	Course Title	Credit
1	1	Principles of Management (Fundamentals of Digital Business)	3
2	1	Fundamentals of Digital Marketing (Digital Business Landscape)	3
3	2	Website Planning and Development and Coding	3
4	2	MS Excel for Business (Digital Skills for Business) (Lab Based)	2
5	3	Search Engine Optimization and Blogging	3
6	3	Influencer and E-Mail Marketing	2
7	3	Google and Digital Advertising	3
8	3	Reputation Management and Social Listening	2
9	4	Social Media Management	3
10	4	Content Strategy and Campaign	3
11	5	Web and Social Media Analytics	3
12	5	Customer Relationship Management	3
13	5	Design Thinking (UX & UI)	3
14	6	Future Marketing Trends (AI&ML)	3
15	6	Integrated Marketing Strategies	3
16	6	Principles of Data Sciences	3
17	6	Creative Writing for Digital Media	2

Each Credit is 15 Hours of classroom teaching, For Lab Subjects 1 Credit would involve 30 Hrs of Lab contact hours.

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Annexure II

Certifications for students mapped with courses

Subject	Platform
Search Engine Optimization	Hubspot
	SemRush
Google and Digital Advertising	Google Ads - Search
	Google Ads - Display
	Google Ads - Video Certifications
Social Media Management	Hubspot
	Semrush
Influencer & Email Marketing	Semrush
	Hubspot
Customer Relationship Management	Hubspot
Fundamentals of Digital Business	Google (40hr - Fundamentals of Digital Marketing

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