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MEMORANDUM OF UNDERSTANDING
(MOU)

BETWEEN

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. MANGALAM UNIVERSITY
Sohna Road, Gurugram (Haryana)-122103

AND

onevarsity

OneVarsity Edtech Pvt Ltd
3rd Floor Orchid Center Sector 54, Gurugram, Haryana 122018

MEMORANDUM OF UNDERSTANDING

This **MOU** is made and entered into on this **19th July '24** at Gurugram.

BY AND BETWEEN

This MOU is executed on 19th July 2024 between **OneVarsity Edtech Pvt Ltd** having their registered office at **3rd Floor Orchid Center Sector 54, Gurugram, Haryana 122018** through its authorized representative, which expressions where the context so admit shall include their executors, assignees, representatives (hereinafter called '**OneVarsity**').

AND

K.R. Mangalam University, 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. The University is signing MOU through its Registrar presently Dr. Rahul Sharma duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University (hereinafter called **KRMU**), **on other part.**

WHEREAS:

A. OneVarsity is a inter alia engaged in providing Unified Academic solutions, Placement & Guest faculty other services to University within their independently operated College.
B. University has approached OneVarsity offer to use its Unified Academic Interface Platform for the Student, Teacher and Operational Staff to manage and operate their academic and Placement Operation.
C. Both the parties have agreed that under this MOU, OneVarsity will provide software services to University free of charge as list of services attached in annexure -1)

1. Financial Terms:

1.1 KRMU agree to pay OneVarsity a fee of Rs. 25,000/- INR+GST for using the OneVarsity platform for a period of Twelve (12) months.

1.2 Payment shall be made within (Insert payment period i.e. 30 days) of signing this MoU.

1.3 These shall be no additional financial liability on KRMU for the services rendered by OneVarsity under the MoU.

2. BRANDING

2.1 The parties agree that University grants an exclusive, non-transferable license (the "License") to the OneVarsity to use University's name along with the Companies Brand or Logo in listing on digital platform (website etc.).

2.2 OneVarsity owns the brand name called ''OneVarsity'' & OneVarsity brand & logo shall be placed along with University's name on the signage board outside & inside the College.

3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

In connection with this Agreement, each of the Parties may, from time to time, be exposed

to and will be furnished with certain confidential information relating to the other Party. Each of the Parties shall keep confidential and not reveal or disclose any of the said information, material or data to any third party or the terms of this Agreement or any agreements either Party enters into pursuant to this Agreement, during the Term or thereafter. Neither of the Parties will disclose, divulge nor make known to anyone outside of the Parties, as applicable, directly or indirectly, the interest of the other in this Agreement or the terms of this Agreement. The provisions of this clause shall not apply to information in the public domain (other than arising from a breach of this clause) or information, which is required to be disclosed pursuant to a court order or applicable law, rules or regulations. This clause shall survive the termination and/or expiry of this Agreement.

4. K.R. MANGALAM UNIVERSITY RESPONSIBILITY'S

As a part of this engagement, institution will perform the tasks, furnish the personnel, provide the assets and undertake the responsibilities specified below:

4.1 Enrolling and onboarding of all faculty, students and administrative staff to the platform.

4.2 Selection of project staffs who can act as administrator on behalf of institution to handle the task and have suitable qualifications (specialist knowledge, experience) and the necessary time available for operations.

4.3 Institution will organize and manage the in house operations, invitations or visit of any recruiter, guest faculty or industry visit on their own.

4.4 Nominate a Single Point of Contact (SPOC), to work with the ONEVARSITY team on organizing the Trainings.

4.5 Acts of all the students, faculty and support staff are complete responsibility of the institution.

4.6 Institution will ensure that no user will misuse and/or abuse the system and access provided to its students, faculty and administrative, in any form.

ONEVARSITY RESPONSIBILITIES: -

I) Deliver and maintained the unified academic solutions, placement portal solutions, and same as Annexures 1 (Services offered).

II) Oversee and facilitate payment operations.

III) Provide and maintained software services and ensure they are up to date and functional.

5. FORCE MAJEURE

5.1 Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control and without its negligence, including, without limitation, acts of God or state or any

sovereign authority or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body/ ministry/ authority ("Force Majeure Event")

6. **DISPUTE RESOLUTION** - In the event of a dispute or difference between the Parties hereto, arising at any time out of this Agreement or in any clause or thing contained herein, or the rights, duties, liabilities and obligations of the Parties hereto in relation to the Agreement or otherwise arising out of or in connection with this Agreement, the Parties shall first endeavour to settle the same amicably. In the event of a failure to settle the dispute amicably within 30 (thirty) days from the date on which a notice of dispute containing the substance of the dispute is issued by one Party to the other Party, the same shall be referred to arbitration before a sole arbitrator to be appointed mutually by the parties. All such arbitration proceedings shall be conducted in English and held in Gurgaon as per the Arbitration & Conciliation Act, 1996, as amended from time.

7. **GOVERNING LAW & JURISDICTION** - This Agreement shall be governed by and construed in accordance with the laws of India and both the parties hereby submit to the exclusive jurisdiction of the courts of Gurgaon, Haryana.

8. **NOTICES** - Any notice, request, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by email or post at the addresses first mentioned above.

9. **ASSIGNMENT**- the Parties shall not have a right to assign its rights and obligations under this Agreement except assigned to its respective affiliates.

10. **RELATIONSHIP** - The relationship between the Parties to this Agreement shall be on principal to principal basis and nothing in this Agreement shall be construed or deemed to imply or create any relationship of agency, association, partnership or joint venture or employer-employee relationship between both the Parties.

11. **ENTIRE AGREEMENT**- This Agreement together with all annexures, schedules and attachments hereto shall constitute the entire agreement and Except as expressly otherwise provided herein, this Agreement shall contain the entire agreement between the Parties and supersedes any prior agreement and communication/s whether written or oral.

12. **SEVERABILITY** - If any provision of this Agreement or the application thereof is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision. Each Party hereto shall, in any such event, execute such additional documents as the other Party may reasonably request in order to give valid, legal and enforceable effect to any provision hereof which is determined to be

Annexure 1 (Services Offered)

Sr. No.	Services
1	Student life cycle management
2	Live timetable management
3	On campus placement management
4	Off campus placement solution
5	On campus internship management
6	Off campus internship solution
7	Access to pool to invite Guest/Industrial Faculty recruitment a) Compensation to Guest and industrials faculty to be paid separately by the institution directly to OneVarsity on case-to-case basis
8	Online access to one International Guest Lecture per month
9	Digital Marketing with one Banner for three months with a limited to local geographical reach.
10	To sending the notification to students on Whatsaap/Apps through One Varsity Portal.

Annexure 2 (Commercials)

1. Our engagement fee to access OneVarsity platform will be **INR 25,000, plus GST** *(Twenty five thousands Only)*.
2. This engagement fee involves access to OneVarsity platform for a period of 12 calendar months from the date of onboarding of any first member by OneVarsity.
3. Hiring of any guest or full time faculty will be charged separately on case to case basis on a mutually agreed commercials
4. Delivery of any training programs, workshops will be charged separately on case to case basis on a mutually agreed commercials
5. Invoices raised are payable within 10 working days from the date of presentation of invoice.
6. If unforeseen circumstances arise that cause us to be unable to deliver our services, then we will notify you of such circumstances.

Bank Details:

Company name	OneVarsity Edtech Private Limited
Account number	010463700000585
IFSC code	YESB0000104
Branch details	Yes Bank Ltd - Wazirabad
PAN	AADCO5299D
GSTN	07AADCO5277D1ZA

OneVarsity Edtech Private Limited

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

invalid, illegal or unenforceable.

13. **AMENDMENT** - No amendment or change hereof or addition hereto shall be effective or binding on either Party unless set forth in writing and executed by the authorized representatives of OneVarsity and the University.

14. **TERM & TERMINATION:**

14.1 It has been expressly agreed by and between the parties here to that initial term of this MOU is for twelve months from the date of execution and shall be automatically renewable for the same period until either party terminates it.

14.2 After the MoU signed after both parties will cooperate in discharging each other's responsibilities and will protect each other's goods and interests and will work in mutual cooperation.

IN WITNESS WHEREOF the Parties have caused to sign this MOU as of the date first mentioned hereof

For OneVarsity Edtech Pvt Ltd:

Name: SHIV AGARWAL

Designation: CEO

Email: shiv.agawal@onevarsity.in

Phone: 9354338817

OneVarsity Edtech Private Limited

For K.R. Mangalam University:

Name: Dr. Rahul Sharma

Designation: Registrar

Email: registrar@krmangalam.edu.in

Phone: 8800697002

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

WITNESSES

1. DR. VIKAS SAINI
(Signature, Name Designation)

2. Navdeep Sharma
(Signature, Name Designation)

1. Shivkant Sharma
(Signature, Name Designation)

2. _____
(Signature, Name Designation)