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MEMORANDUM OF UNDERSTANDING (MOU)

Between

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

And

WAYSPIRE ED-TECH PRIVATE LIMITED (WAYSPIRE)

Ground Floor, Landmark Tower, Plot No. - 2, South City I, Sector 41, Gurugram, Haryana – 122001

MEMORANDUM OF UNDERSTANDING

This MoU made and entered on this 27th day of July -2024.

BETWEEN

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 duly authorized to enter into and sign an MOU on behalf of Career Development Center, K.R. Mangalam University (hereinafter called **CDC-KRMU**), **PARTY OF THE FIRST PART.**

AND

Wayspire Ed-Tech Private Limited (WAYSPIRE)- a company registered in India under the Indian Companies Act 2013 and having its registered office at Ground Floor, Landmark Tower, Plot No. - 2, South City I, Sector 41, Gurugram, Haryana – 122001 (hereinafter referred to as "COMPANY" which expression, unless repugnant to the text or context thereof, shall include its successors and permitted assigns of the **PARTY OF THE SECOND PART.**

1. **Deliverables to the Institution:**
    - Company will become the "Training & Placement Partner" of the Institution.
    - Institution's Logo Integration on Website landing page and promotion on Instagram, LinkedIn, Facebook, and other platforms.
    - Providing Training and Internship Programs at a discounted rate for all the students of the Institution.
    - Conducting Webinars, Seminars, and free Workshops for the students of the Institution as and when desired by the COMPANY in concurrence with the Institution.
    - Company will conduct regular Campus Placement drives at the Institution for current and Alumni students as per the needs of the company.

2. **Deliverables to the Company:**
    - Promoting the Company as the "Training & Placement Partner" on the website and other Social media platforms.
    - Help the Company conduct webinars, seminars, and workshops at the Institution.
    - Company's Logo Integration on the website and other platforms as a Training and Placement Partner.
    - Help the Company in conducting Placement drives and promote the Company's Training and Internship programs.
    - The Company will be Sponsors for any events that are conducted by the Institution
    - Selected Candidates will provide the company with their Class representative & HOD contact details for better communication regarding Company monthly webinars.

3. **Confidentiality:**
    - Any information, whether written, oral, or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential.
    - Either Party may disclose the general terms of this Agreement (but not the commercials or the specific details therein) for publicity subject to the condition that the Party so wishing to disclose gets the content to be published, publicized, or disclosed to be approved by the other Party.

4. **Communication & Acknowledgements:**
    - Any email or written request to either party must be acknowledged and answered by both parties within 48 Hrs. If there is any failure in 3 such instances, the MoU will lead to termination.

5. **Termination of MoU:**
    - Any matters deemed contentious from either party shall have to be discussed with respective representatives with a buffer time of 1 week. No response from the opposite party, even after one week shall grant the rights to the first party to issue a notice via email for cancellation of the MoU. Due to any natural calamities, any unforeseen circumstances postponing the Placement drive/Trainings will be honored by both parties. A failed response for one week for the notice shall automatically terminate the MoU on the grounds of irreconcilable differences.
    - Termination of the MOU deed will be signed by Both Parties for MOU Termination.

6. **Limitation of liability:**
    - Neither party shall be liable to the other party for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, loss of investment, loss of opportunities, loss of goodwill or reputation.

7. **Force Majeure:**
    - Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, pandemic, serious accidents, war, insurrection or riots, strikes, Governmental Act, orders or restrictions, or any other cause beyond the affected parties reasonable control, provided that Sufficient notice of such occurrence or force majeure is communicated to the other party and the affected party shall do everything reasonably practicable to resume performance.

8. **Miscellaneous:**

- This MoU supersedes all prior understandings, if any, between the parties concerning the subject hereof.
- No amendments to the MOU shall be valid unless executed in writing and signed by both Parties.
- The Institution must follow the rules and guidelines as laid down by the Company. The Operational guidelines are to be strictly followed by the Institution and its associates failing which the MoU shall be terminated, and the Institution or its associates shall not be liable for any refund or support.
- The company and its associates, personnel, and partners are solely permitted to raise any concern thereof to its respective Point of contact and no other person(s) are to be involved unless authorized by the Institution's team. Any due diligence of the concern above mentioned shall be the sole responsibility of the Institution team. The company and its associates are also advised to raise their concerns to the official email admin@wayspire.in & vishal.bhati@wayspire.in.
- The Company is to respect the right of the Institution, unless or otherwise, breaches the spirit of this MoU.
- This MoU shall be governed by and constructed in accordance with the laws of India and the courts of Gurugram shall have exclusive jurisdiction over any disputes hereunder.

This MOU is to become effective when both representatives of each institution have signed below, respectively.

Signed and delivered for and on behalf of the **K.R. Mangalam University**	Signed and delivered for and on behalf of the **Wayspire Ed-Tech Private Limited**:
Authorized Signatory Name: Dr. RAHUL SHARMA	For WAYSPIRE EDTECH PVT. LTD. Director Authorized Signatory Name: Mr. Vishal Bhati
Title/Designation: REGISTRAR Registrar KR Mangalam University Sohna Road, Gurugram (Haryana)	Title/Designation: Director
Authorized seal of the Company	Authorized seal of the Institution WAYSPIRE ED-TECH PVT. LTD.