This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") made and entered into on April 26, 2022 by and between:

(1) ImaginXP™ a brand trademarked under Giggle Galaxy Private Limited a company having its corporate office at **Office No. 401, 4th Floor, Golden Empire, Opposite Syngenta, Baner, Pune, Maharashtra - 411045**, India (hereinafter referred to as the "**IMAGINXP™**")

AND

(2) **K R Mangalam University** having its **office** at Sohna Rd, Sohna Rural, Haryana 122103 (hereinafter referred to as "**KRMU** ").

IMAGINXP™ and the K R MANGALAM UNIVERSITY shall be individually referred to as "**Party**" and collectively as "**Parties**"

WHEREAS K R MANGALAM UNIVERSITY is a Premier Private University in the country and provides education to 30000+ students. K R MANGALAM UNIVERSITY is committed to creation of a state of art centre of excellence in UX design and other future skills to provide career ready courses to students.

WHEREAS IMAGINXP™ is a curriculum and education organization in the field of future skills such as UX design, Design Thinking, AI ML, RPA etc that has been training professionals, corporates and students since 2013. As one of the premier future skills focused organisations in the country, IMAGINXP™ is at the helm of bringing about a design, business and technological skills based digital revolution to make India a Global Design and Digital Destination.

S. No.	Branch	\Course Structure
1	B Tech CS – specialization in UX/UI	• 14 course spread across SEVEN semesters • Projects & Internships (considered equivalent to 4 courses) in 8th Semester**
2	BDes Game Design & Animation	• 42 subjects spread across SEVEN semesters • Internship in 8th Semester**

*Syllabus as per attachments

WHEREAS IMAGINXP™ is willing to act as a consulting knowledge partner to create a state of art centre of excellence and provide industry relevant courses to students in K R MANGALAM UNIVERSITY

1. **DEFINITIONS**

   As used in this MoU, unless expressly otherwise stated, the following terms shall have the meanings defined below:

   "**Confidential Information**" shall mean and include any and all current and future curriculum information, case studies, assignments, projects, frameworks, question bank, upcoming course details and any other sensitive information that may be communicated between the Parties whether in written, electronic, website-based, or other form;

   "**Intellectual Property**" shall mean patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information;

2. **PURPOSE**

   The purpose of this MOU is to provide a framework of partnership and to facilitate collaboration between the Parties, exclusively for the courses mentioned above with K R MANGALAM UNIVERSITY.

   K R MANGALAM UNIVERSITY will create the mentioned new programs from upcoming session to run these courses:-
   - new batches in B Tech CS – specialization in UX/UI
   - BDes-Game Design & Animation

3. **ELIGIBILITY FOR ADMISSION:**

   The eligibility for admission in degree programs will be as follows –
   - as per KRMU admission guidelines

4. **RESPONSIBILITIES**

   4.1 RESPONSIBILITIES OF K R MANGALAM UNIVERSITY:

1. Classrooms – should be able to accommodate the batch size as per decision of K R MANGALAM UNIVERSITY and IMAGINXP™. All classes must be equipped with projector, AV Facility and whiteboard.
2. Computer lab for students – One dedicated computer Lab for the course with necessary required software licenses.
   a. **Hardware requirements** – Computer systems and other hardware requirements for running the mentioned courses
   b. **Software requirement** – all software tools required for successfully running the mentioned courses
   c. **Other peripherals (only during offline classes)**
      i. Printers
      ii. Scanners
      iii. Multimedia Equipment –Speakers & Microphones
3. E-mail and internet facilities for faculty and students
4. Appropriate cabins and working space / cabins for faculty
5. On the days of admission, a table will be provided for counselling for IMAGINXP™ along with any other support required for counselling of students.
6. Required content/books/journal/publications will be added to the library as suggested by IMAGINXP™.
7. IMAGINXP needs to send the list of books for the academic year.
8. Support from examination and academics department for smooth running of the course.
9. Support in printing of all required reading material, class materials and assignments
10. Any other special requirement related to infrastructure which is recommended by IMAGINXP™ for the successful delivery of the program as per prevailing norms of **K R MANGALAM UNIVERSITY**. Same needs to be finalised and confirmed within 3 months of commencement of the first program.

c) Shall intimate the exact number of admissions to IMAGINXP™, upon completion of the admission cycle in case of degree programs.
d) Appoint a course coordinator / Dean / HoD for smooth running of the course and day to day operations.
e) Shall keep its website updated on the information pertaining to program offered by IMAGINXP™ with a mention of IMAGINXP™ as knowledge partner. IMAGINXP™ logo will be used in all marketing collateral and curriculum material in association of the program including – website, print ads, TVC, Radio ads, admissions material, prospective, course brochure as per IMAGINXP™ brand guidelines.
f) Shall ensure the compliance of all government regulations and other important approvals required for running above mentioned course.
g) Shall include ImaginXP partnered courses in admission brochure to distinguish and market the program to prospective students.
h) Publishing of all admission notification regarding the courses.

4.2 RESPONSIBILITIES OF IMAGINXP™

a) IMAGINXP will be assisting in students nurturing during the KRMU counselling process for new admissions.

b) IMAGINXP shall provide training to the Admission Counsellors to share the details of the program for proper counselling regarding the program.

c) IMAGINXP™ will appoint a single point of contact (Herein after referred to as "SPOC") as the academic course coordinator for the programs. The SPOC will be responsible for day to day operations and coordination for running of the course. In order to have better coordination and proper administrative control over the students:

1. The SPOC will be in regular touch with the Director / Dean.
2. A quarterly review meeting of K R MANGALAM UNIVERSITY officers, IMAGINXP™ officers, SPOC and HoD of the department must be held either in person or over a web call duly co-ordinated by HoD.

d) IMAGINXP™ will provide lesson plans, assignments, quiz, reading materials, exercise sheets, workbooks to the students including classes of regular and backlog papers.

e) Responsible for setting question paper, evaluation of exam paper and conducting jury as per University calendar including backlog papers.

f) Any site visits, online courses, Guest lectures over and above agreed delivery terms would be extra for which no extra payment would be made to ImaginXP.

g) The cost of stay and local travel for any Industry Expert will be borne by K R MANGALAM UNIVERSITY on pre-approval as per their University norms. However same should be pre-approved by the Director.

h) IMAGINXP™ would ensure that faculty being deputed must be qualified and certified after training with IMAGINXP™. The Travel and stay arrangements for IMAGINXP™ faculty will be taken care by IMAGINXP™.

i) Regular feedbacks from the students will be obtained both by K R MANGALAM UNIVERSITY and IMAGINXP™ and if there are any complaints/suggestions the same would be implemented without any delays.

j) The University reserves the right to ask IMAGINXP™ to replace any of its Faculty during any time of this agreement, which IMAGINXP™ would be liable to do at its own cost and risk provided show cause for such replacement.

k) The program of study will be designed and complied as per norms and standards of statutory bodies. Further IMAGINXP™ would ensure that the students are exposed to the latest software and products, will invite top Faculty/industry expert for Guest Lectures, will arrange site visits and industry visits for the students. The profiles of the guest lectures would be approved by the University. For organizing these events, IMAGINXP™ would not be paid anything extra and the same would be part of their scope of services. Further IMAGINXP™ would ensure that the course and the program of study is of national and international standards and should be able to

m) Shall follow the course curriculum approved by the Board of Studies (BOS) of K R MANGALAM UNIVERSITY.

n) Will provide a member to attend BOS meetings. Remuneration if any for attending any meetings will be as per the norms of K R MANGALAM UNIVERSITY.

o) Project reports submitted by the students as partial fulfilment of programs shall be the proprietary of K R MANGALAM UNIVERSITY. University agrees to allow IMAGINXP™ to use the student projects for academic and promotional purposes, appropriately cited to award credit to the student/s and K R Mangalam University. However, UNIVERSITY reserves the right to amend/withdraw this clause, in case, UNIVERSITY feels that same is not in the Interest of Students or UNIVERSITY.

p) All evaluations by IMAGINXP™ must be in the K R MANGALAM UNIVERSITY campus only and all records including Question Papers and Answer Booklets to be maintained on Campus.

q) Assessments & continuous evaluation will be conducted by IMAGINXP™ faculty as per the existing policy of the university or as per changed Guidelines of University from time to time.

r) IMAGINXP™ will be responsible for managing backlog exams including classes (irrespective of student nos.) for subjects taught by IMAGINXP™ faculty as per university guidelines.

s) Shall provide support in projects, internships and placements and help students in readiness of design tests and interviews.

t) Shall provide each eligible student with fair number of chances to appear for an interview in University for final internship / placement in companies of National/International good repute. The eligibility for placement will be as per K R MANGALAM UNIVERSITY and in coordination with University placement department.

u) Shall assist K R MANGALAM UNIVERSITY in preparing content for publicity materials for the said programme and display in different media after ensuring that they are in conformity with the course. Such publicity should prominently display the IMAGINXP™ logo and such advertisement materials must be published only after joint approval of K R MANGALAM UNIVERSITY AND IMAGINXP™

v) It is mandatory for all faculty members of IMAGINXP™ to follow norms and disciplinary rules of K R MANGALAM UNIVERSITY.

w) Attendance will be taken by IMAGINXP™ faculty for the subjects taught by them and entered/uploaded in University records/ERP system.

x) Shall be responsible for preparing all reading and training material for the subjects that IMAGINXP™ faculty will teach

y) IMAGINXP™ will recommend member of jury for the evaluation of the final year project of students. The jury members will be approved by K R MANGALAM UNIVERSITY.

S. No.	Branch	Expected Batch Size
1	B Tech CS – specialization in UX/UI	30
2	BDes- Game Design & Animation	30

a) If the number of students is less than the expected batch size of 30, then ImaginXP will still start and complete both the programmes, as per the terms of this MOU.

5 EXAMINATION

Examinations will be held in accordance with the rules and guidelines laid down by UGC and as per K R MANGALAM UNIVERSITY norms

6 MARKETING & PROMOTIONS

a) All marketing activities and marketing expenses for admissions will be borne by K R MANGALAM UNIVERSITY as per the process followed at K R MANGALAM UNIVERSITY presently.

b) IMAGINXP™ will support K R MANGALAM UNIVERSITY in any content requirement for creation of marketing collaterals related to this course.

c) This MOU will give K R MANGALAM UNIVERSITY right to use and publicise the course and contents along with use of IMAGINXP™ and related logos.

d) IMAGINXP™ will be responsible for training and mentoring of K R MANGALAM UNIVERSITY admissions and counselling teams on the agreed program and career opportunities after course completion. During counselling at least one member of IMAGINXP should be present at University campus/counselling centres.

e) In no event shall a Party publicize or make any press releases in connection with this MoU or the services provided hereunder without the prior written approval of the other Party. However, either party is entitled to use the other as a reference, including displaying their trademark in marketing materials.

f) IMAGINXP™ shall only use the context of this MOU/Agreement/name and logo of K R MANGALAM UNIVERSITY, online or otherwise or for referral purpose only after the prior approval by the K R MANGALAM UNIVERSITY.

7 IXP CHARGES AND PAYMENTS

S. No.	Branch	IXP FEES per Student
1	B Tech CS – specialization in UX/UI	Rs. 9500 per subject for 14 UX subjects from sem 1 to sem 7 and Rs. 10000/- per student for internship* in Sem 8 and Rs. 16000/- per student for placement* in Sem 8

a)   The agreed fees may be revised after mutual discussion for the upcoming batches. The Fee payment schedule for each new academic year will be added as an addendum to this MoU.

b)   IXP Fees per student for BTech CS - specialization in UX/UI will be charged as follows

Semester	No. of Subjects taught by IXP	IXP Fees per student
1	0	0
2	2	19,000/-
3	2	19,000/-
4	2	19,000/-
5	2	19,000/-
6	2	19,000/-
7	4	38,000/-
8	Internship	10,000/-
8	Placement	16,000/-

8.2   PAYMENT TERMS

a)   The prices are all inclusive of taxes.

b)   IMAGINXP™ will raise the invoice as per the following schedule every semester based upon admissions of students studying the course-
1st semester – in month of December every year
2nd, 4th, 6th and 8th semester – in month of March every year
3rd, 5th and 7th semester – in month of October every year

c)   If there are any additional admissions then a separate invoice will be raised.In case of Back paper, the respective student will be allowed to attend classes with the regular batch, for which no extra charges / amount is payable to ImaginXP. In case of Back paper no fees is payable for re assessment of papers.

d)   All invoices will be paid within 30 days of raising the invoice.

e)   IMAGINXP will invoice per student per semester fee for the actual number of students enrolled in the semester at the starting of each semester. University will pay to IMAGINXP for net student enrolments as per actuals in each semester after considering withdrawal students / other admission cancellations and the amount will be paid post the conclusion of the admission procedure of the semester. IMAGINXP will confirm from the University for exact number of students after the start of each semester and then raise invoice for the confirmed number of students only.

9. Other related Points:

1. Executive Body – There will be a principal executive body that will ensure implementation of the content of this MOU and also provide clarity in case any new

2. financial matter, change in load distribution the recommendation of this body along with of respective statutory bodies would be forwarded to the Chairman, BOG, K R MANGALAM UNIVERSITY for final approval.
This body should at least meet twice a year. The constitution would be as follows-

    i. Vice Chancellor – Chairman
    ii. Director/Dean- Faculty of Arch and Design, K R MANGALAM UNIVERSITY.
    iii. K R MANGALAM UNIVERSITY SPOC of the program.
    iv. One Senior Faculty of K R MANGALAM UNIVERSITY nominated by Vice Chancellor.
    v. Director of Giggle Galaxy Pvt. Ltd.
    vi. SPOC of Giggle Galaxy Pvt. Ltd.

Executive committee must be effectively formulated to meet twice a year.
3. This MOU shall be valid for the period of four (4) years from the Effective Date ("Term"), unless terminated. The Parties may renew this Agreement for additional terms, upon mutually agreeable terms and conditions.

10 CONFIDENTIALITY

a) Parties shall not disclose each other's Confidential Information to any third party without the prior consent of the disclosing Party. Parties shall not use each other's Confidential Information for any purposes other than for which such Confidential Information was disclosed.

b) Confidential Information shall not be afforded the protection of this MoU if such Information:

1. has been, is now, or later becomes publicly available through no fault of the Party receiving such Confidential Information;
2. has been, is now, or later becomes rightfully learned by the Party receiving such Confidential Information from a third party who is not under restriction or duty imposed by the Party disclosing such Confidential Information or applicable law;
3. has been, is now, or later is furnished to third parties generally by the Party disclosing such Confidential Information, if such disclosure is, or has been, made to third parties generally without similar restriction, duty or limitation of use;
4. was known to the Party receiving such Confidential Information prior to the date it received such Confidential Information from the Party disclosing the Confidential Information; or,
5. has been, is now, or later is independently developed by the Party receiving such Confidential Information without use of or resort to such Confidential Information, and can be so proven by written records.

11 INTELECTUAL PROPERTY RIGHTS

Intellectual Property that belongs to IMAGINXP™ will continue to be the in the sole ownership of IMAGINXP™. No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MoU. Any IP exchanged pursuant to this MoU shall be governed by the terms of a separate written agreement

MANGALAM UNIVERSITY under this MoU without the prior written consent of IMAGINXP™.

13 INDEMNITY

Each Party agrees to indemnify, defend and hold entirely harmless the other Party from and against any claim, demand, cause of action, judgment, loss, liability, cost or other expense whatsoever, including without limitation, attorneys' fees (each such claim, demand, cause of action, judgment, loss, liability, cost or other expense is referred to herein individually as a "Loss" and collectively as "Losses"), which an Indemnity may suffer, sustain, incur or otherwise become subject to as a result of the use.

14 LIABILITY

a) The Parties will not be liable for injuries or damages to persons or property resulting from any cause whatsoever, with the exception of bodily injuries, death or tangible property damage caused by such Party's gross negligence or wilful misconduct.

b) In no event shall the Parties be liable to each other for any damages resulting from loss of data, loss of use or loss of revenue and each Party further disclaim any and all liability for indirect, incidental, special, consequential, punitive or other similar damages.

15 JURISDICTION

In the event of any disputes between the parties only the courts in **New Delhi** shall have exclusive jurisdiction. But no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful.

16 TERMINATION

Either Party shall have the right to terminate the agreement in the event of violation of any of the conditions by giving **three months'** notice. In such an event, students already admitted in the course shall be enabled to complete their course of study and appear for the relevant examinations. The obligations of both the parties pertaining to the discharge of their responsibilities towards the completion of the course for students already admitted will continue to be in force during such period irrespective of termination of the Agreement.

17 AMMENDMENT

During the operation of the MOU, circumstances may arise which may call for alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall

Having gone through each and every condition of the Agreement and having understood it clearly and perfectly both the parties affix their signatures below as attesting to this deed on

For K R MANGALAM UNIVERSITY
Gp. Capt. Praveen Mahajan
Registrar
K R MANGALAM UNIVERSITY
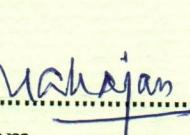
Signature: :....*Mahajan*....
Place: - Gurugram
Date: -26-04-2022

Witness 1:-

Signature:- *Mayank*
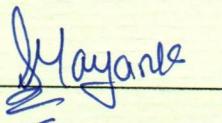
Name:- Mayank Kapur

Address: - **K R MANGALAM UNIVERSITY**

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

For Giggle Galaxy Pvt. Ltd.
Abhayjeet Singh
Chief Academic Officer
Giggle Galaxy Pvt. Ltd
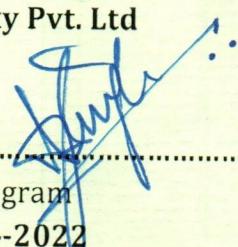
Signature:.....................
Place: - Gurugram
Date: -26-04-2022

Witness 2:-

Signature:-
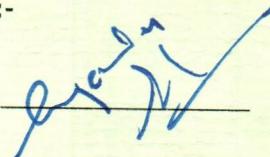
Name:- Gajender Nirwan

Address:- **Giggle Galaxy Pvt. Ltd**

Giggle Galaxy Pvt. Ltd.