edifyPath
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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("M.O.U"/ "Agreement") is made as on the day Saturday, 11th September ,2021 by and between

Edify Educational Services Pvt Ltd, located at Hitech City, Hyderabad hereafter referred as **"EdifyPath"** which expression shall unless repugnant to the contest or meaning thereof include its successors and assignees.
And

Dewan VS Institute of Engineering and Technology located at By-Pass Road, NH 58, Partapur, Meerut, Uttar Pradesh 250103., hereafter referred as "College", which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART.

Each individually a Party and collectively referred to as Parties.

WHEREAS, the EdifyPath and College have come together to collaborate for up-skilling the students of College under subscription of EdifyPath Certification Program and providing opportunities for Internship and jobs to excelling students

WHEREAS As of the date hereof both Parties as above have expressed a desire of entering into a Memorandum of Understanding (M.O.U) agreement to meet their respective objectives, which are set out here in below.

NOW, THEREFORE, it is hereby agreed by and between the undersigned Parties as follows:

BACKGROUND OF THE PARTIES

EdifyPath is a global online experiential e-learning platform that is focused on bridging the talent-gap across rising technology demands and helping learners acquire industry-specific skills that make them corporate-ready and ease their transition into the corporate world. EdifyPath offers a range of professional certified courses by various industry experts which are high in demand in the current day job markets. Its association and tie-ups with global industry leaders gives EdifyPath an edge in designing unique content that keeps our learners much ahead in the learning curve. EdifyPath through one of its unique offerings "EdifyTalks" provides unique power clips from industry leaders and senior executives that offer valuable insights for career prospects to its learning community.

College is an Education institute that intends to offer its students a globally relevant learning experience, by providing high quality, affordable and accessible education. College through the process of co-creation intends to elevate its students to serve the emerging talent needs of Industry. .

PURPOSE:

The purpose of the collaborative relationship contemplated by this M.O.U is for College to promote a talent pool of young students, while facilitating their upskilling using EdifyPath's Platform (as defined below) and enabling them acquire new and relevant competencies as per the current market requirements and for EdifyPath to nurture the young talent, making the students more employable and industry ready ("Purpose").

DELIVERABLES:

EdifyPath:

EdifyPath agrees to provide the following forms of support to the College on a good faith basis:

a. Provide access to a world of knowledge across rising technology demands and helping its learners acquire industry specific skills
b. Provide access to Edify Talks to enable learners gain insights from industry leaders and senior executives that will help in getting the bigger picture of various industries and the required competencies (domain, technical, behavioral and communication) to enter and excel in the career.
c. EdifyPath to extend at a special promotional Price, which shall be applicable exclusively for the College.
d. EdifyPath to provide services enabling its learners acquire new competencies in accordance with current market requirements anytime, anywhere upon subscription.
e. EdifyPath to provide opportunities for Internship and placement support for excelling candidates upon successful completion of EdifyPath Certification Program(s).
f. EdifyPath to conduct Technical workshops for the Students of College.
g. EdifyPath to provide access to Khelo Application as part of the subscription as per the terms detailed below in this Agreement.

College Deliverables:

College by and through its principals and agents, agrees to provide opportunities to "EdifyPath" and its center of excellences, as appropriate, on a good faith basis,

a. To promote EdifyPath and EdifyTalks amongst the student community, faculty and staff for skill- development.
b. To support EdifyPath in to run running awareness campaigns in College premises.
c. To render any additional support to achieve the deliverables mentioned in this Agreement.

Platform:

EdifyPath will provide College access to its online learning interface where College can access the courses, content, marketing materials that are being offered including a limited period subscription to certain third party applications and materials as a value addition to the products being offered to College.

License Grant

Except for the license and access rights granted in this Agreement, nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights in or relating to, the Platform, marketing materials or third party materials, whether expressly, by implication, estoppel or otherwise. All title and ownership interest in and to the Platform, marketing materials and the third party materials are and will remain with EdifyPath and the respective rights holders in the third party materials.

Khelo College Clad Application:

As part of the offerings and through its collaboration with third parties and as a value addition, EdifyPath will provide a limited period fully paid up subscription and access to the Khelo College Clad Application ("Khelo") for the benefit of College for a period of 12 months from the Effective Date ("Initial Period"). Khelo will be a complimentary product offering provided pursuant to this Agreement that either works as an independent application or as an integrated application with the Platform. Khelo is being offered as part of the service offering which can provide for student engagement through knowledge sharing, event hosting, contests, promotional events and sharing of articles, contents among the students etc. Post the expiry of the initial period certain subscription fee might be applicable for continued utilization of Khelo as agreed upon between the College and the applicable third party owners.

Disclaimer of warranties:

Except for the express warranties provided in this Agreement, all applications, the Platform and materials are provided "as is" and EdifyPath hereby disclaims all warranties, whether express, implied, statutory or other, and EdifyPath specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and all warranties arising from course of dealing, usage or trade practice. Without limiting the foregoing, EdifyPath makes no warranty of any kind that the applications, the platform, materials, or any products or results of the use thereof, will meet College's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other services except if and to the extent expressly set forth in the specifications, or be secure, accurate, complete, free of harmful code or error free. All third-party materials are provided "as is" and any representation or warranty of or concerning any third party materials is strictly between College and the third-party owner or distributor of the third-party materials.

Confidentiality:

College will hold in strict confidence the confidential information disclosed by EdifyPath in furtherance of this Agreement. College shall use the confidential information in accordance of the terms and solely for achieving the Purpose of this Agreement. College agrees not to disclose confidential information to any other parties without the prior written consent of EdifyPath. College will exercise at least the same degree of care it uses to protect its own confidential information.

The obligations of confidentiality do not apply to information (i) that becomes publicly available for no fault of the College; (ii) can be demonstrated by written evidence that it was in the possession of the receiving Party prior to receipt from EdifyPath; (iii) independently developed by the Parties without use of information disclosed by the other Party.

Limitation of liability

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

Intellectual Properties:

College hereby grants EdifyPath a royalty-free, non-exclusive, non-transferable, non-sub licensable, limited term license to use College's marks solely for the purpose of aligning the appearance of its products branding and only as specifically authorized by, and subject to any restrictions stated in, this Agreement. Such license shall be limited to the duration of this Agreement. During the Term of the Agreement, EdifyPath may include College in any of EdifyPath's customer lists and testimonials, solely for the purpose of identifying College as a customer of EdifyPath. EdifyPath acknowledge that the provisions of this paragraph do not convey any right, title or ownership interest in College's marks to EdifyPath Except for the license and access rights granted under this Agreement nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights of one Party to the other. College hereby unconditionally and irrevocably grants to EdifyPath an unrestricted license to use including all Intellectual Property Rights relating thereto.

Information Sharing:

In connection with this Agreement either Parties shall during the Term of this Agreement shall provide, accommodate and make available as required access to each other's information (students databases by College and any customer information shared by EdifyPath) and hereby agree to share such information with each other solely for the accomplishment of the Purpose of this Agreement. Either Parties acknowledge and agree not to use, decimate to any third party, share or use such information for any other purposes otherwise than as stated in this Agreement and hereby agree to maintain such information in strictest confidence.

Term of the Agreement

This Agreement shall commence from the Effective Date above and shall continue to be in force unless terminated by either Parties as per the terms of this Agreement ("Term").

Marketing Collaboration:

Either Parties to this Agreement agree to cooperate with each other in the marketing and promotion of the products and services of the Parties in furtherance of achieving the Purpose of this Agreement. Such coopération shall include the reasonable provision, at the Party's expense, reasonable participation and assistance, as agreed to by the Parties, with trade shows, conferences, company sales conferences and education seminars etc.

Termination

The engagement contemplated between the Parties under this M.O.U. is at-will. Upon the discretion of the either of the Parties the collaborative relationship under this M.O.U. may be terminated with an advance written notice of 30 days to the other Party. Upon termination of the Agreement for any reason either Parties shall promptly return to the other Party all confidential information of the other Party. Except for the obligations which are logically ought to survive, all other rights and obligations of the Parties under this Agreement shall expire upon termination of this Agreement.

Entire Agreement

This M.O.U. is the final and complete understanding and agreement of the undersigned Parties. No other promises, agreements, nor warranties have been provided. This M.O.U. may only be amended by a written agreement as provided in this M.O.U.

Applicability

The terms and provisions in this MOU also apply to any subsequent Addendum(s) to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this MOU on the day Saturday, 11th September, 2021.

	Edify Educational Services Pvt. Ltd.		College
Signature		Signature	
Name	K. CHAITANYA.	Name	Dr. Shilpi Bansal
Title	Sr. Manager	Title	Director

EDIFY EDUCATIONAL SERVICES PVT. LTD. Hyderabad

Director
Dewan V.S. Institute of Engg. & Technology
By Pas Road, Partapur, Meerut