

Memorandum Of Understanding

This **Memorandum of Understanding** (hereafter referred to as **MoU**) is signed and executed on 28 day of July 2021.

BY AND BETWEEN

Collegedunia Web Pvt. Ltd., a company duly incorporated under the provision of Companies Act 1956, corporate office at 4TH FLOOR, Plot No. 418-419, AIHP Signature Tower, Phase IV, Sector 18, Gurugram, Haryana 122015 (herein referred as First Party).

AND

CMR Technical Campus, located at Kandlakoya (V, Medchal Rd, Hyderabad, Telangana 501401, established under CMR Technical Campus , registered under Andhra Pradesh Societies Registration Act XXI of 1860 Vide No. 1128 of 2007, having PAN **AABTC0360Q** and TAN **HYDC04359F** (hereinafter referred as Second Party)

FOR THE PURPOSE OF

Providing digital marketing services (hereafter referred to as "**Campaign**") as stipulated under clause 2 of this Agreement) by the first party to the concerned institution of the second party.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS OF THE MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. Term of the Agreement.

This MOU shall come into force from the date of signing and shall remain valid till **30 January 2021 or till the end of the admission cycle for the academic year 2021**, whichever is later unless and otherwise terminated by either party as mentioned in clause 4 hereinafter.

2. Scope of Services

1. The Deliverables from the First Party to the Second Party are stipulated in **Annexure-1**, which, along with all terms and conditions stipulated therein shall forms part of the present Agreement.
2. The First Party shall be involved in the engagement activities like interviews and testimonials from dignitaries, students and alumni at various stages of campaign.
3. The second party shall give the **API integration** system to the first party for the delivery purpose of the services as stipulated in Annexure- 1, during the entire campaign tenure.

- Campaign shall not continue beyond the date so decided except if a written request is received from the second party to extend the period of campaign, deliverables and the MoU at the additional cost as may be mutually agreed between the parties.

3. Pricing & Payments:

- For the consideration of providing services under this agreement by the First Party to the Second Party, the Second Party agrees to the payment terms and schedule as stipulated in **Annexure-2**, which shall form part of this Agreement.
- The Second Party agrees that the charged amount is non-refundable.
- First party shall raise the invoice upon the Second Party for the aforesaid installments.
- Second Party agrees to make the payment within 10 days of the date of the invoice. Upon such default, the campaign will be paused till the next payment is released.
- For the admissions/applications deal, reconciliation shall be in every 30 days, invoice will be raised by the first party, the same is to be paid by the second party within a period of 10 days.
- Any delay in the payment of installments, in addition to the installment due, will attract interest of 18% PA on the instalment amount calculated from the due date till the date of receipt of the payment by the first party.
- The second party shall release the payments to the bank of the First Party as per the following details:

Banking Details of First Party

Account Holder	CollegeDunia Web Pvt. Ltd.
Account Number	50200014527292
Bank Name	HDFC Bank Ltd
Branch Name	Chandni Chowk, New Delhi
IFSC Code	HDFC0000553
PAN No	AAFCC5173J
GST No	06AAFCC5173J1ZK

4. Termination of MoU :

- This MoU can be terminated on mutual consent of both the parties without assigning any reason, by giving 30 days advance written notice to the other party.
- This MoU can be terminated with immediate effect by either party if the other party fails to rectify any violation of the terms and conditions of this Agreement provided that a

prior notice of not less than 10 (ten) days of such violation has been given to the other party.

3. The First Party may, without notice, terminate or suspend the Agreement with immediate effect in case any of the installment payable by the Second Party remains due for more than 30 days.
4. Termination under this Clause shall not absolve the Second Party from any of its liability, obligations and duties under this Agreement arising out of the services rendered by the First Party prior to such termination.

5. Point of Contact :

Point of contact from first party shall be as follows:

Name	Designation	Email Id	Mobile
Mr. Zeeshan Hashmi	State Head	Zeeshan.hashmi@collegedunia.com	9910867511

Point of contact from second party shall be as follows:

Name	Designation	Email Id	Mobile
Mr. Abhinav Reddy	Vice Chairman	vcicechairman@cmrct.ac.in	9390432519

For the escalations purpose, either parties can mail/write to the above point of contacts, and the party shall respond within 24 hours.

6. Arbitration:

If any dispute, difference, question or disagreement shall at any time hereafter arise between the said parties hereunder or any matter whatsoever to this contract/MoU shall be referred to a Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act 1996. The decision of the Arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Gurugram Haryana and the courts at Gurugram Haryana shall have the exclusive jurisdiction over any disputes between the parties.

7. Intellectual Property Rights:

1. Each party shall retain their respective rights, title and interest in their patents, copyrights, trademarks, proprietary marks and/or licensed software, service marks, trade secrets and any other form of intellectual property ("Intellectual Property Rights"). Second Party hereby irrevocable waives all rights and claims in the Generated IPR, including without limitation, rights of title, license, interest etc.
2. The Parties further agree that neither Party shall acquire any right whatsoever, through use in commerce or otherwise, in the Intellectual Property Rights of the other Party on account of the limited permitted use as per the terms of this Agreement. All such rights pertaining to use and title of all Intellectual Property Rights of the parties shall exclusively vest with the respective parties.
3. No Party may, under any circumstances, seek to register any trademark, business name, business processes, inventions, company name, domain name using or incorporating the Intellectual Property of the other Party and each Party acknowledges that upon expiry or termination of this agreement, it shall have no right whatsoever in connection with the Intellectual Property Rights of the other Party.

8. Confidentiality:

1. The receiving Party shall not disclose the proprietary information, trade secrets, business plans, marketing plans, or such other information that may be categorized as confidential from its nature that may or may not be marked or designated as confidential ("Confidential Information") belonging to the other Party or any of its affiliate companies, to any third parties, without the express prior written consent of disclosing Party. The receiving Party shall use all reasonable efforts to maintain the confidentiality of all the Confidential Information of the disclosing Party that is in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information. Each Party shall restrict all Confidential Information to its employees on a "need to know" basis and apprise them of the confidentiality requirements hereunder. This clause shall not apply to information that is:
 - (a) already lawfully available in the public domain; or
 - (b) lawfully known to the receiving Party at the time of disclosure; or
 - (c) lawfully obtained by the receiving Party on a non-confidential basis from a third party.
2. Upon termination or expiration of this Agreement, the receiving Party shall return or destroy all the Confidential Information kept in its possession to the disclosing Party and furnish a proof of such destruction of the Confidential Information. For any Confidential Information, which is not commercially practicable to be returned or

destroyed shall continue to be bound by this obligation of confidentiality post expiration or termination of this Agreement.

9. Indemnity:

Second Party hereby agrees to indemnify, reimburse, defend and hold harmless the First Party, its affiliates and other officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, damages, lawsuits, deficiencies, claims and expenses (including court costs and reasonable attorney's fees) incurred or suffered by the First Party in connection with or arising out of or resulting from or incidental to (i) any action or omission with respect to the content/schemes/information/material provided by Second Party to the First Party for the purpose of Campaign under this Agreement; (ii) any breach of obligations, representations and warranties as set out in this Agreement by the Second Party or any of its officers, employees or representatives; (iii) any harm to the properties, reputation and goodwill of the First Party directly attributable to the acts or omissions of the Second Party or any of its officers, employees or representatives.

10. Force Majeure:

Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; wars, terrorist acts, site-specific terrorist threats, revolutions, restriction by the government authorities/agencies, pandemic, epidemic provided that the aforesaid events render the party unable to perform its services/obligations under this Agreement and provided that a notice in writing of not less than 15 days in advance, invoking this clause, is given to the other party.



Authorised Signatories :

**For Collegedunia Web Private Limited
(First Party)**

Name: Mr. Zeeshan Hashmi
Designation: State Head
Date:28/07/2021

**For CMR Technical Campus
(Second Party)**

Name:
Designation:
Date:

ANNEXURE-1
(SCOPE OF SERVICES)

First Party Agrees to provide:

For the purpose of achieving the aforesaid target, First Party shall carry out the following activities: -

S. NO	PRODUCT	PRODUCT DETAILS	QUANTITY	DURATION	TENTATIVE RESPONSES	PRICE RATE
1	Listing	Providing Main Stream listing on the Collegedunia B.Tech Page	1	6 Months		1 LACS (EXCLUDING TAX)
2	Updating of Microsite	Updating of the Microsite with Reviews and Article of the college.(As and when provided)	-			
3	Campaign Response	Campaign Responses generated		2 Months	300	

Terms and Conditions:

1. The first party will run various remarketing & retargeting activities for the institution of the second party to generate the responses.
2. The first party can run remarketing on its database over Google & other platforms.
3. All responses are billable except the cases of Invalid details (i.e. Wrong Mobile Number).
4. The target deliverable by the First Party as stipulated hereinabove is subject to the fulfillment of following condition by the Second Party:
 - (i) The first call by the second party has to be made within 24 hours of receiving the responses, the second call should be in 48 hours and the third call should be in 96 hours of getting the responses from the first party.
 - (ii) The Second Party shall provide last 3 years' admissions/applications data of its institution(s) to the first party as per **Annexure A**.
 - (iii) The first party will seek data to update the information for the institution of the second party on the college dunia portal. This must be done before the start of campaign.
 - (iv) The Second party shall provide an advanced publisher panel for the CRM system for the operation and tracking purposes as per **Annexure B**.
 - (v) Regular feedback (ideally within 4 working days) of the responses shall be given for the optimization of the campaign. Any negative feedback provided after 4 working days from the date of delivery of response will not be considered authentic.
 - (vi) The second party shall give approval of promotional creatives and content provided by the first party within 24 hours from its receipt by the First Party.
5. The parties need to have fortnightly campaign review meetings for inputs/suggestions/active participations to optimize the campaign.
6. The first party can situate the concerned persons from its side at the institution of the second party for the purpose of evaluating and optimizing the counselling process, tele-calling and drip activities over the delivered responses. The second party shall be required to help the concerned persons from the first party for the above purpose with the relevant data and engagements.
7. For the admission/application/ verified leads deal, conversion shall be accepted over first source/primary attribution. And the second party shall provide status (i.e primary/secondary/tertiary) of responses within 24 hrs upon receiving from the first party else all responses will be considered as first source/primary attribution.
8. In the event that the campaign is stopped or terminated by the second party or in the event that within the duration of the campaign the delivered leads exceed the agreed number of leads, all the leads so delivered will be billed on the basis of Cost Per Lead i.e. "CPL" at the rate of INR 400 + GST per lead.
9. For any of the candidate details which is here referred as "Lead/Response" given to second party by the first party takes admission/seat blocked/converted, the attribution will be given to the first party irrespective of any other source from where similar or same lead/response has been received by the second party at any point of time.

Annexure A
(Admission/Application Data)

Course Name		Admission Year 2018	Admission Year 2019	Admission Year 2019
	Seats			
	Application			
	Admission			
	Seats			
	Application			
	Admission			
	Seats			
	Application			
	Admission			

	Admission Year 2019		Admission Year 2020	
Top 5 States	#Application	#Admission	#Application	#Admission

Annexure B
(CRM advance publisher panel features)

Dashboard	Features
Lead Details	Basic Details
	Lead Origin
	Country/State/City
	Instance (PST) / Date of Instance
	Campaign Breakup
	Course / Campus / Specialization
	Lead Status (Verified/Unverified)
	Download Report
	Active Leads
	Registration Device
	Lead Stage
	Lead Score
	Form Initiated
	Payment Approved
Advanced Lead Dashboard	Lead Trends
	Device Share
	Lead Origin Performance
	Lead Score Trends
	Lead Disposition Trends
	Incomplete Leads
	Benchmarking
Advanced Application Dashboard	Application Status
	Application Trends
	Lead to Application Trends
	Time Lag Report
	Benchmarking

	Top Campaigns
	Campaign Analysis
Advanced Geographical Dashboard	State/City Wise Contribution
	State/City Wise Lead and Application Trends
	Benchmarking

ANNEXURE-2
(PAYMENT TERMS AND SCHEDULE)

Deliverables from the second party to the First party as shall be per the followings:

Details of Payment

<u>S.No</u>	<u>Details of Payment</u>	<u>Amount</u>
1	"Admission Campaign for CMR Technical Campus"	INR 1,00,000 (Excluding Taxes)
Total		INR 1,00,000(Excluding Taxes)

Payment Schedule

<u>S.No</u>	<u>Details of Payment</u>	<u>Amount</u>
1	Full Advance Payment	INR 1,00,000 (Excluding Taxes)
Total		INR 1,00,000 (Excluding Taxes)