

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of understanding is entered on (Date:) 4th March '22 between
(Institute Name) AJeenkya D Y Patil University,
having its registered office at (Address) Charoli, Loheyan Pune.

_____, (hereinafter called
"Institute" or "First Party" which expression shall where the context so admits include its
successors and permitted assignees

And

KNR EDU SERVICES PVT LTD, a company incorporated under the provisions of Companies
Act, 2013, bearing PAN AAICK3069Q and having its registered office at H.No.7-2-1453,
TRT-1198, PIH COLONY, SANATH NAGAR, HYDERABAD, TELANGANA-500018,
Official Channel Partner of Unacademy, hereinafter called as "Channel partner of Unacademy"
or "Channel Partner" or "Second Party" (which expression shall where the context so admits
include its successors and permitted assignees)

WHEREAS:

- (A) Unacademy is an online education platform that enables users to watch and upload educational videos. Unacademy has developed an online live streaming platform **plus.unacademy.com** ("Platform") wherein educators can conduct live classes without being in the immediate physical proximity of the Learners via a live stream. By using this feature Learners will have access to classroom teachings and course material online on the Website/Platform from anywhere in the world.
- (B) Channel Partner of Unacademy entered into **Collaboration Agreement with Unacademy** as a Business Representative, to carry out Promotional, Marketing activities and to provide business to Unacademy across India.
- (C) Channel Partner in its capacity can negotiate with Unacademy for any bulk deals from the Institute in all category offerings from Unacademy such as GATE, ESE, CAT, UPSC, Bank exams, SSC, etc., exam preparation. The Subscription Cost of a Learner, in this case, shall be

discussed on a case-to-case basis, however, Unacademy reserves the right to set the final subscription cost for each deal.

- (D) This MOU constitutes the entire agreement between the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations concerning the subject hereof.
- (E) All notices and other communications given or made under this MOU shall be in writing and shall be deemed effectively given:
- a. Upon personal delivery to the Party to be notified.
 - b. When sent by confirmed electronic mail or facsimile.
- (F) Channel Partner was given, the right to collect payments from Institute/Interested Learners, for the same Invoice will be raised by Unacademy to Channel Partner.
- (G) “**Platform**” shall mean “<https://unacademy.com/plus/>” and will include any other Platform in Unacademy Group.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

First Party:-

- 1) The Institute shall cooperate with the Second Party, to promote the e-learning services provided by Unacademy to all students in the Institute campus and its subsidiary/ branches.
- 2) The Institute shall procure details of the Learners who are interested in subscribing to the content on the Platform, the form of a list comprising of the name, email ID, and phone number of the students, in the case of minors the email ID and the phone number of the legal guardian will have to be shared (“List”) and further share this List with the Second Party.

Second Party:-

- 1) Upon Mutual Consent, Release funds as Sponsorships to the Institute.
- 2) Arrange on a regular basis Seminars, Webinars to train & connect all students of the Institute to Advanced & Recent developments of Technology by Industrial and R&D experts.
- 3) May arrange FREE Lectures to help students in their regular studies, Campus Recruitment Training, Internships, Placement Assistance & Campus Placements through Eazy Btech YouTube Channel (<https://www.youtube.com/channel/UCprcm-hNJDUIWlWEu1f1dxQ>), KNR Edu Services & its associates.

- 4) With the help of the Institute, shall get all the willing students of the Institute, to “sign up” on the Unacademy platform across all categories like GATE, ESE, CAT, UPSC, Bank Exams, CRT Trainings, SSC, etc.,
- 5) Negotiate with Unacademy to get the best possible Scholarships & Sponsorships to the Learners & Institute.
- 6) Arrange on a regular basis, Seminars, Webinars to keep subscribed Learners to Unacademy, on the Platform motivated & Active in their learning.

1. CONFIDENTIAL INFORMATION

1.1 “Confidential Information” shall mean any confidential information data, know-how, employee data, or any other confidential information including all the leads and all the data/ content/ information provided by the disclosing Party (“**Disclosing Party**”) to the receiving Party (“**Receiving Party**”) herein under in writing, orally or in any other form, media whether marked as confidential or proprietary. Notwithstanding the foregoing, Confidential Information shall not include information which:

- 1.1.1 Is known to the Receiving Party at the time of disclosure
- 1.1.2 Is or becomes publicly known through no wrongful act of the Receiving Party
- 1.1.3 Is rightfully received by the Receiving Party from a third party without the restriction of the disclosure
- 1.1.4 Is disclosed pursuant to a judicial order, requirement of a government agency, or by operation of law

1.2 The Receiving Party agrees that it will not disclose the Confidential Information to any third party and will not use the confidential information other than for the performance of its obligation under this Agreement. The Receiving Party agrees that the Confidential Information shall at all times remain the sole property of the Disclosing Party and that the Receiving Party shall take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information by any of its officers, employee or any person that has access to the Confidential Information.

1.3 The Receiving Party agreed and understands that the Confidential Information constitutes valuable, special, and unique assets of the business of the Company. Accordingly, the

Receiving Party agrees that, in the event of any breach of the confidentiality obligations under this Agreement, in addition to any other remedies at law or equity, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance.

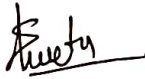


VALIDITY: The MOU shall be valid, initially for a period of 2 years, extendable by mutual consent.

GOVERNING LAW AND DISPUTE RESOLUTION This MOU shall be governed by and construed in accordance with the laws of India, without reference to principles of conflict of laws and the courts in Hyderabad shall have exclusive jurisdiction to determine any dispute arising under this MOU.

TERMINATION

This MOU may be terminated by giving a notice of three months or the conclusion of ongoing programs, whichever is later, from either side.

This memorandum which is in 4 pages is signed on (Date): _____ and exchanged.

For Institute (First Party)	For Channel Partner (Second Party)
Signature: 	 
Name: Shweta Shanna	KN Rao
Designation: Dean. T & P	Managing Director
Institute Name: ADYPU, Pune.	KNR Edu Services Private Limited

