

Collegedunia Web Pvt. Ltd.
 CIN No. - U80103DL2013PTC262063
 418-419, Fourth Floor, AIHP Signature Tower,
 Udyog Vihar Phase IV, Gurugram-122015

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereafter referred to as **MoU**) is made and entered into this day of 27th April 2024. (Hereinafter referred to as "Effective Date") at Udaipur by and among.

BY AND BETWEEN

FIRST PARTY INFORMATION	SECOND PARTY INFORMATION
Company legal name: Collegedunia Web Pvt Ltd	Company legal name: Techno India NJR Institute of Technology
Tax ID (GST IN): 06AAFCC5173J1ZK	Tax ID (GST IN):
PAN Number: AAFCC5173J	PAN Number: AAATN4921B
TAN Number:	TAN Number:
Trading as: collegedunia.com	Trading as: www.technonjr.org
Corporate address: 418-419, 4th Floor, AIHP Signature Tower, Udyog Vihar, Phase - IV, Gurugram - 122015, Haryana, India	Registered address: Plot-SPL-T, Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur 313003 (Rajasthan) India
POC Name: Mr. Suhail Ahmed Email: suhail.ahmed@collegedunia.com Mobile: +91 9315816465	POC Name: Mr. RS Vyas Email: director@technonjr.org Mobile: 8696932800
For Escalation POC Name: Mr. Mayank Kothari Email: mayank.kothari@collegedunia.com Mobile: +919108823232	For Escalation POC Name: Abhishek Sharma Email: abhishek.sharma@technonjr.org Mobile: 8696932730
The Second Party unless repugnant to the context or meaning or hereof, shall include its sister companies, associated companies including Partnership firm, LLP(s) its successors(s), administrator(s) or permitted assignee(s).	

BOTH FIRST & SECOND PARTIE's be individually referred to as "PARTY" and collectively as "Parties or Consortium".	
WHEREAS, the First Party is a website portal running college search engine in the name and style of www.collegedunia.com whereby promoting various educational institutes and courses being an intermediary between the Second Party and the users of the web portal of the First Party;	
WHEREAS, the Second Party is a recognized educational institute/university providing various courses to the students being enrolled with them and the Second Party being	
Regd. Address : RZ-672/41E, Sadh Nagar II, Gali No. 27G, Palam Colony, New Delhi 110045 Website : www.collegedunia.com Email : accounts@collegedunia.com Tel : 0124-4652900	
The Second Party unless repugnant to the context or meaning or hereof, shall include its sister companies, associated companies including Partnership firm, LLP(s) its successors(s), administrator(s) or permitted assignee(s).	

WHEREAS, the Second Party is a corporate body providing various courses and the First Party is interested in the website portal of the First Party is associating with them under the terms of the MOU for promoting/advertising the courses offered by them to the viewers on the website portal;



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interested in the website portal of the First Party is associating with them under the terms of the MOU for promoting/advertising the courses offered by them to the viewers on the website portal;

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. DEFINITION:

- a. 'Advertisement' means the services being offered by the First Party under the terms of the user as stipulated in the website portal of www.collegedunia.com.
- b. 'Advertisement Confirmation Order' means written confirmations; insertion order; work order from the second party and including but not limited to telephonic confirmation from the Second Party and backed by confirmation from either of the parties for running a branding campaign (Non-performance based) only without any commitment on lead generation etc.

2. TERM:

This MOU shall come into force from the date of signing and/or receiving Advertisement Confirmation Order and shall remain valid till **November 2024 or till the end of the admission cycle for the academic year 2024**, whichever is later unless and otherwise terminated by either party as mentioned in clause 4 hereinafter

3. PRICING & PAYMENTS

1. 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 mentioned in this MOU.
2. **The Second Party agrees that the charged amount is non-refundable.**
3. First party shall raise the invoice upon the Second Party for the aforesaid installments and in event, the First Party fails to raise the invoice, the payment stipulated under the payments terms becomes payable by the Second Party as per the payment terms of the MOU.
4. The Second Party agrees to make the payment within ten (10) days of the date of the invoice. Upon such default, the campaign will be paused till the next payment is released.

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1. 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 mentioned in this MOU.



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5. Any delay in the payment of installments by the second party, in addition to the installment due, will attract interest of 18% PA on the installment amount calculated from the due date till the date of receipt of the payment by the first party.
6. Second Party agrees and warrants that in event it fails to clear the payments under the terms of the MOU, the First Party is entitled to recover the due amount along with interest at the rate of 18% as stipulated above inter alia from second party including its promoters/Trustees/associated companies, its sister companies, including Partnership firm, LLP(s) associate with the second party in whatsoever manner.
7. 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	GOLF COURSE ROAD, GURGAON
IFSC CODE	HDFC0000572
PAN NO	AAFCC5173J
GST NO	06AAFCC5173J1ZK

Details of Campaign and Payment Terms

7. The second party shall release the payments to the bank of the First Party as per the following details:

Campaign Payment Bifurcation

Sl. No.	Campaign Bifurcation	Deal Amount	Advance
1)	Branding Campaign (Non- Refundable and non-performance based) (A)	75000 Rs + GST	100% Advance
	Total Campaign Size (A)	75000 Rs + GST	100% Advance

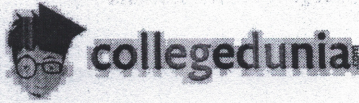
**All Amounts mentioned above are excluding GST - an 18% GST will be applied to all*

payments to: GOLF COURSE ROAD, GURGAON

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Payment Schedule

1)	Branding Campaign (Non-Refundable and non-performance based) (A)	Before starting of Campaign	INR 75000 + GST (Advance)
Total Campaign Size (A)			INR 75000 + GST

*All Amounts mentioned above are excluding GST - an 18% GST will be applied to all payments.

4. TERMINATION OF MOU

1. This MoU can be terminated on mutual consent of both the parties without assigning any reason, but by giving 30 days explicit advance written notice to the other party.
2. 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, (with a short 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
Suhail Ahmed	AVP	Suhail.ahmed@collegedunia.com	+91 9315816465
Mayank Kothari	Regional Head	Mayank.kothari@collegedunia.com	+91 9887480211

Point of contact from second party shall be as follows:

Name	Designation	Email Id	Mobile
Mr. R S Vyas	Director	director@technonjr.org	8696932800
Mr. Abhishek Sharma	Marketing Head	abhishek.sharma@technonjr.org	8696932730

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Point of contact from first party shall be as follows:

Name	Designation	Email Id	Mobile
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For the escalation purpose, either parties can mail/write to the above point of contact, or the party shall respond within 24 hours.

6. ARBITRATION & CONCILIATION

If any dispute, difference, question or disagreement shall at any time arise between the parties hereunder or any matter whatsoever to this contract/MoU, then in such an event parties agree to refer to a Sole Arbitrator being appointed with the consent of the parties in accordance with the provisions of The Arbitration and Conciliation Act 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties. The venue and the seat of the Arbitration shall be at New Delhi, Delhi.

7. JURISDICTION

This MOU shall be governed by and construed in accordance with the Indian Contract Act, 1872 and Information and Technology Act, 2000 and courts at New Delhi only shall have exclusive jurisdiction. In the event of any difference(s) or dispute(s) arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

8. 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.

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9. 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 fifteen (15) days in advance, invoking this clause, is given to the other party.

10. MISCELLANEOUS

The release and contents of all public announcements (other than when such disclosure is required under any applicable law) related to the MOU shall be subject to the prior written approval of each Party.

- a) The obligations of the Parties are of binding nature and shall survive the termination or expiration of the MOU.
- b) No Party shall have the right or power to bind any other party to any MOU/ Agreement other than the terms as stipulated under the present MOU without the prior written consent of the other Party.
- c) The Parties do not intend merely by this MOU to create a partnership, corporation or an entity taxable as a corporation or otherwise.
- d) This MOU may be executed in counterparts and/or through electronic means and/or email communications and/or Advertisement Confirmation Order, each of which shall be deemed to be original and all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties hereto have executed this MOU.

Authorized Signatories :


For Collegedunia Web Private Limited
(First Party)

For Techno India NJR Institute of Technology
(Second Party)

Name:
Designation:
Date:

Name:
Designation:
Date:

For Techno India NJR Institute of Technology



(R.S. Vyas)
Director

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IN WITNESS WHEREOF the parties hereto have executed this MOU.

ANNEXURE-1

(SCOPE OF SERVICES)

First Party shall carry out the following activities to create awareness for the
 Institute: -

S. NO	PRODUCT	PRODUCT DESCRIPTION	QUANTITY	DURATION
1	LISTING	LISTING OF COLLEGES TO CAPTURE ORGANIC RESPONSES.	2	9 MONTHS
2	BANNERS	BANNER ON COLLEGEDUNIA FOR MAXIMUM EXPOSURE	2	
3	UPDATING OF MICROSITE	THE MICROSITE OF YOUR COLLEGE SHOULD BE UPDATED TO THE LATEST COURSES AND THEIR RESPECTIVE FEES. THE MORE DATA ON THE MICROSITE, THE MORE CONVERSIONS.	As per the requirement	
6	INTERVIEWS	NEWS AND INFORMATION TO ENGAGE THE STUDENT ON THE MICROSITE	As per the requirement	
7	Students Byte	Bytes From College	As per the requirement	
8	Faculty Bytes	Bytes From College	As per the requirement	

11. TERMS AND CONDITIONS

- The first party will run various branding campaigns for the institution of the second party.
- 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.
- All the Content for Articles/Banners/Social Media posts/Interviews will be provided by the Second Party, for the First party to publish on the Collegedunia if provided on time.

