

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on this 21st April 2025

BETWEEN

Times Edutech and Events Limited, incorporated under the Companies Act 1956, having its registered office at The Times Group, Sunteck Icon, CTS 6956 VLG, Kolkalyan Vimantal, CST Link Road, Kalina, Near Mercedes Show Room, BKC Junction, Santacruz East, Mumbai – 400098, Maharashtra, India and corporate office at corporate office at Opus Park, 5th and 6th floor, Opp. SEEPZ Main Gate, Plot No. F-21, MIDC Central Rd, SEEPZ, Andheri East, Mumbai, Maharashtra - 400093 (hereinafter referred to as the "TimesPro", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, executors, administrators and permitted assigns).

AND

Meena Shah Institute of Technology and Management, an educational institution affiliated to Dr. Ram Manohar Lohia Avadh University, Faizabad, located at Meena Nagar Circular Road, Gonda (U.P.) – 271002 (hereinafter referred to as 'the College', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, permitted assigns, representatives, administrators, affiliates, and associates)."

(TimesPro and the College are hereinafter individually referred to as "**Party**" and collectively as "**Parties**")

WHEREAS:

- A. TimesPro is launching a new App designed to enhance skills, knowledge, and career readiness of learners, offering a range of services to make them skilled for employment.
- B. The College wishes to provide its students with access to career development resources and opportunities.
- C. The Parties desire to collaborate to benefit the students of the College by providing them access to TimesPro's platform and services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. PURPOSE

1.1 The purpose of this MOU is to establish a framework for collaboration between TimesPro and the College to promote TimesPro's platform and services to the College's students, faculty, and staff.

2. SCOPE OF COLLABORATION

2.1 TimesPro's Platform: TimesPro's platform will serve as a lifelong learning companion, supporting individuals from their initial placement through continual upskilling and beyond. It will offer services including, but not limited to:

- a) Skill assessment
- b) Career counselling
- c) Resume building
- d) Interview preparation
- e) Free courses
- f) Domain skill certifications
- g) Job portal

2.2 Target Audience: The services are primarily targeted towards early career audiences, including the College's students and alumni. However, the platform may also be made available to faculty and staff of the College, subject to mutual agreement between the Parties.

2.3 Fee Structure:

- a) The majority of services offered through TimesPro's platform will be provided free of charge to the College's students, faculty, and staff.
- b) Certain premium services may be offered for a nominal fee, which shall be clearly communicated to potential users before they opt for such services.
- c) Students, faculty, and staff shall have the option to avail only free services if they choose, without any obligation to purchase premium services.
- d) Any changes to the fee structure shall be communicated to the College in writing at least 15 days in advance of implementation.

2.4 Alumni Engagement:

TimesPro's platform will offer specific features and services tailored to alumni (of the College) needs, including but not limited to: a) Networking opportunities with fellow alumni and current students b) Access to job postings and career advancement resources c) Continuing education and professional development courses d) Mentorship programs connecting alumni with current students e) Alumni-specific events and webinars

3. RESPONSIBILITIES OF TIMESPRO

3.1 On-Campus Activities:

TimesPro shall:

- a) Conduct on-campus engagement activities to explain its services and register students on the platform.
- b) Ensure that all on-campus activities are conducted in a professional manner and in compliance with the College's policies and regulations.
- c) Provide trained personnel to conduct these activities and interact with students.

3.2 Infrastructure Requirements:

- a) TimesPro shall provide the College with a detailed request for infrastructure requirements at least 5 days in advance of any planned on-campus activities.
- b) This list shall include all necessary equipment, technological requirements, space needs, and any other resources required for the successful conduct of the activities.

3.3 Special Equipment or Facilities:

- a) In the event that any special equipment or facilities involving substantial costs are required, TimesPro shall discuss this with the College at least 15 days in advance of the planned activity.
- b) TimesPro shall work collaboratively with the College to find cost-effective solutions or alternatives if the requested equipment or facilities are not readily available.

3.4 Platform Maintenance and Support:

- a) TimesPro shall be responsible for the maintenance, updating, and technical support of its platform.
- b) TimesPro shall provide a dedicated support channel for the College's students, faculty, and staff to address any issues or queries related to the platform.

4. RESPONSIBILITIES OF THE COLLEGE

4.1 Access and Promotion:

The College shall:

- a) Allow TimesPro to meet students on campus to explain its services and register them on the platform through engagement activities.
- b) Provide TimesPro with reasonable access and opportunities to promote its services through various channels such as on-campus events, seminars, email campaigns, WhatsApp campaign, brochures, posters, etc.
- c) Collaborate with TimesPro to identify the most effective means of communication and promotion to reach the student body.
- d) Provide TimesPro with access to alumni network and unplaced database to collaborate with, develop and implement strategies for informing alumni about available educational resources and professional development opportunities through established institutional communication channels, including alumni newsletters, events.

4.2 Infrastructure and Resources:

- a) The College shall provide infrastructure, facilities, equipment, or resources required by TimesPro for on-campus student engagement activities at its own cost, subject to the provisions in clause 4.3.
- b) This may include, but is not limited to, providing suitable spaces for presentations or workshops, access to audio-visual equipment, and necessary internet connectivity.
- c) The College shall designate a point of contact to coordinate with TimesPro regarding logistical arrangements for on-campus activities.

4.3 Special Equipment or Facilities:

- a) In case any special equipment or facilities are required that involve substantial costs, the College shall have the option to either provide the same or request TimesPro to make alternate arrangements.
- b) Any such requirements shall be discussed and mutually agreed between the Parties at least 14 days prior to the planned activity.

4.4 Data Collection:

- a) The College shall allow TimesPro to collect contact information of interested students, faculty, and staff for follow-up communications related to TimesPro's offerings.
- b) The College shall ensure that any sharing of contact information complies with applicable data protection laws.
- c) The College shall inform students, faculty, and staff about the potential for TimesPro to collect their contact information and obtain necessary consents where required.

4.5 Alumni Engagement Support:

- a) The College shall designate a point of contact within its alumni relations department to coordinate with TimesPro on alumni-specific initiatives.
- b) The College shall work with TimesPro to identify and implement incentives or benefits to encourage alumni participation on the platform.

4.6 Alumni Success Stories:

- a) The College shall collaborate with TimesPro to identify and showcase alumni success stories related to the use of the platform.
- b) These success stories may be used for promotional purposes, subject to the featured alumni's consent.

5. TERM AND TERMINATION

5.1 Term:

This MOU shall become effective from the date of signing and shall remain in force for a period of 3 (three) years, unless terminated earlier in accordance with the provisions of this MOU.

5.2 Renewal:

This MOU may be renewed and extended upon mutual agreement by the Parties. Any such renewal shall be discussed and agreed upon in writing at least 60 days prior to the expiration of the current term.

5.3 Termination:

- a) Either Party may terminate this MOU by giving 30 (thirty) days' prior notice in writing to the other Party.
- b) In the event of termination, both Parties shall work together to ensure that any ongoing activities or commitments are concluded in an orderly manner.
- c) Termination of this MOU shall not affect any rights or obligations accrued prior to the effective date of termination.

6. CONFIDENTIALITY

6.1 Confidential Information:

Each Party agrees that all information and material which comes into the possession or knowledge of such Party in connection with this MOU or the substance of this MOU, including but not limited to product information, business strategies, shall be treated as confidential information ("Confidential Information").

6.2 Non-Disclosure: Each Party agrees:

- a) To hold the Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties.
- b) Not to use any such Confidential Information for any purpose other than the performance of this MOU.
- c) To limit access to such Confidential Information to those of its employees or agents who have a need to know and are bound by confidentiality obligations no less restrictive than those set forth herein.

6.3 Exceptions:

The obligations of confidentiality shall not apply to information which:

- a) Is or becomes publicly known through no fault of the receiving Party.
- b) Is rightfully received by the receiving Party from a third party without a duty of confidentiality.
- c) Is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.
- d) Is required to be disclosed by law or by order of a court or regulatory body of competent jurisdiction.

6.4 Survival:

The obligations of confidentiality under this clause shall survive the expiration or termination of this MOU for a period of 7 years.

7. INTELLECTUAL PROPERTY

7.1 Pre-existing IP:

Each Party shall retain all intellectual property rights in its pre-existing materials, including but not limited to trademarks, copyrights, patents, and trade secrets.

7.2 Platform IP:

All intellectual property rights in the TimesPro platform, including any improvements or modifications made during the course of this collaboration, shall remain the sole and exclusive property of TimesPro.

7.3 Jointly Developed IP:

Any intellectual property developed jointly by the Parties during the course of this collaboration shall be owned jointly by the Parties, unless otherwise agreed in writing. The Parties shall negotiate in good faith regarding the protection and exploitation of such jointly developed intellectual property.

7.4 License:

TimesPro grants to the College a non-exclusive, non-transferable, limited, revocable license to use TimesPro's trademarks and logos solely for the purpose of promoting the platform to students, faculty, and staff in accordance with this MOU.

8. GOVERNING LAW AND JURISDICTION

8.1 This MOU shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.

8.2 Any disputes arising from or in connection with this MOU shall be subject to the exclusive jurisdiction of the courts of Mumbai.

8.3 The Parties agree to attempt to resolve any dispute amicably through good-faith negotiations for a period of not less than 30 days before resorting to formal dispute resolution mechanisms.

9. AMENDMENTS AND MODIFICATIONS

9.1 This MOU may be amended or modified only by mutual written agreement of the Parties.

9.2 Any such amendment or modification shall be in writing and signed by authorized representatives of both Parties.

9.3 No oral agreements or understandings between the Parties shall be valid or binding.

10. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral, between the Parties relating to the subject matter of this MOU.

11. COUNTERPARTS

11.1 This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.2 Facsimile or electronic signatures shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first above written.

For **Times Edutech and Events Limited**

For **Meena Shah Institute of Technology and Management**

Signature:

Signature:

Name: Anish Rao

Name: Ajay Tandon

Designation: VP Accounts & Finance

Designation: Authorised Signatory