



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AL 177435

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") made and executed on 05.04.2022 at Kolkata, India and is intended to confirm the understandings reached

BETWEEN

EduDelphi Education Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U74999WB2017PTC223545, having its registered office at % S.S. Shroff, 339 Canal Street, 6th Floor, Kolkata, West Bengal, India, 700018, and having PAN AAECE8524C and GSTIN 19AAECE8524C1ZQ (hereinafter referred to as the "EduDelphi") of the **FIRST PART**

AND

Khudiram Bose Central College located at 71/2A, Bidhan Sarani, Manicktala, Hati Bagan, Shyam Bazar, Kolkata, West Bengal 700006, (hereinafter referred to as "Institutional Partner") of the

SECOND PART.

For the purposes of this Agreement, "EduDelphi" and "Institutional Partner" have been individually referred to as a "Party" and collectively as "Parties".

206329

No..... Sold to *Edupathi Education P. Ho*

Address..... *Auroha Rajeshwari 7th floor*

04 MAR 2022

Date.....

no 9-91

SIPRA DEY

Licence No *20218A*

Code *1070*

1, N. S. Road, Kolkata - 700 001

04 MAR 2022

WHEREAS:

- A. EduDelphi up-skills students and professionals across the world to help them be future-ready and enable their career progression. EduDelphi offers globally recognized certifications in Finance and Accounting, Digital marketing, Auditing and Cyber Security. Furthermore:
- B. The Parties share the common interest of providing holistic learning and education opportunities for students to learn relevant skills and engage in project-based learning to enhance their future career prospects.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this MOU and other good and valuable consideration (the receipt and adequacy of which are hereby actually acknowledged), the Parties hereby have entered into this present Agreement.

1. **The scope of the agreement:** Both Parties are desirous of entering into a strategic association to offer a superior program for the students and offer high quality teaching and content through best faculties. Both parties have plans to grow and would explore opportunities in future for synergistic growth.
2. **Duration and renewal terms of the agreement:** 3 (Three) year agreement, except as may be provided for in the Definitive Agreement(s), from the date of execution with a clause providing for annual performance review based which the agreement terms will be revisited. The contract will be renewed through mutual agreement of the Parties at the end of third year.
3. **Termination rights:** The Definitive Agreements shall provide for certain situations under which the Definitive Agreements may be terminated by the Parties.
4. **Intellectual Property rights:** Any intellectual property rights ("IPR") owned by a Party prior to execution of this MOU will vest with such Party. It is clarified that IPR of the content and study material, already developed or in progress of development by EduDelphi shall be with EduDelphi.
5. **Confidentiality.** Confidential Information means all information, know-how and data of a confidential nature which a Party has obtained under, or under the performing of this MOU. Each Party will use reasonable efforts to prevent the disclosure of the other Party's Confidential Information to thirds parties, provided that the recipient Party's obligation shall not apply to information that is already in the recipients Party's possession at the time of disclosure or is required by and law or regulation to be disclosed.
6. **Costs.** Except as expressly provided for in any other mutually agreed Definitive Agreement executed by the parties subsequent to this MOU, each party will be responsible for and bear all of its own costs and expenses incurred at any time in connection with pursuing or consummating the transactions contemplated by this MOU.

7. **Term/ Termination and Amendment.** The term of this MOU shall begin on the date on which this MOU is signed by both Parties as mentioned above and shall continue in effect through the execution of a Definitive Agreement. No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory

8. **Delivery.** The delivery, duration, methodology, pedagogy, assessment, certification, etc., for the Training Course, shall be as per norms determined by the EduDelphi.

9. **Infrastructure and Resources:** The EduDelphi will be responsible to provide infrastructure to conduct the classes 'Face to Face' and interactive 'Online' formats. Further, the EduDelphi will be solely responsible to arrange Trainers by leveraging on existing/ new tie up. The EduDelphi commits to impart quality trainings with faculty for the same being arranged from prominent accounting organizations (Illustratively: Grant Thornton, PwC, EY, KPMG, Deloitte etc).

10. **Faculty/ Trainers:** Hiring of faculty for the courses shall be the sole responsibility of the EduDelphi. The EduDelphi shall be responsible for the conduct of classes, monitoring of content delivered by faculty and the cost of engaging the faculty for delivery of course content.

11. **Training Fees:** The coaching fee charged to the student shall be shared between the parties from time to time and shall not be changed unilaterally without prior discussion with the Institutional Partner. Furthermore, the detailed Fees charged is provided in Annexure A for all the courses.

12. **Promotional Activities:** The Institutional Partner shall also provide access to the EduDelphi to promote its educational activities relating to Global certification at various training events / conferences / webinars & Seminars to be organised on a timely manner.

13. **Fees Collection & Remittance:** The Institutional Partner shall share monthly MIS consisting of students registration, fees collected and such other information which may be agreed upon with EduDelphi within 10 days of month close.

14. **Jurisdiction:** This MOU shall be governed in accordance with the laws of India. Any disputes, actions, claims or causes of action arising out of or in connection with this MOU shall be subject to the jurisdiction of the courts in Kolkata.

15. All Notice/s to be given under this Agreement shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

EduDelphi:

Name: EduDelphi Education Private Limited

Attention: Mr. Avijit Goswami

Designation: Co Founder & Director

Address: Aurora Waterfront, GN Block, Sector-5, Salt Lake
Kolkata, West Bengal, India- 700091

Email: avijit.goswami@edudelphi.in

A. Goswami,

Institutional Partner :

Name: Khudiram Bose Central College

Attention: Mr. Subir Kumar Dutta

Designation: Principal

Address: 71/2A, Bidhan Sarani, Manicktala, Hati Bagan, Shyam Bazar, Kolkata, West Bengal 700006

Email: khudiram.bose@gmail.com,
duttasubirkumar1958@gmail.com

SK
05/04/22
Principal
Khudiram Bose Central College
Kolkata-700006

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto subscribed their respective hands by its authorized signatories on the date first above mentioned, in presence of the Witnesses.

Witness 1:

For EduDelphi Education Private Limited

Prasenjit Sharma
05/04/22

Name: Mr. Prasenjit Sharma

Designation: GM Sales & Operation

Witness 2:

For Khudiram Bose Central College

Chandrani Dutta
05/04/2022

Name: Ms. Chandrani Dutta

Designation: Assistant Professor