



Memorandum of Understanding (MOU)

This Memorandum of Understanding (the "MOU") is made and entered into as of 14th June 2023, (the "Effective Date") by and between:

BETWEEN

Sri Siddhartha Academy of Higher Education, (declared as Deemed to be University under Section 3 of the UGC Act, 1956), having its office at, Agalakote, B.H road, Tumkur — 572107, Karnataka, INDIA represented by its Vice Chancellor, **Dr. Lingegowda K.B** (the Second Party hereinafter called as "SSAHE" and the expression "SSAHE" shall unless it be repugnant to the context or meaning thereof be deemed to mean and include himself and his nominees to the extent specified herein and their respective heirs, executors, administrator's and assigns) as the FIRST PARTY.

AND

Technobridge Systems Pvt Ltd having its office at Dhananjay Complex, near Kapil Malhar, Society, Baner, Pune, Maharashtra 411045, represented by its MD, **Shweta Kadam** (herein after called as "Technobridge" and the expression "Technobridge" shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her nominees to the extent specified herein and their respective heirs, executors, administrators and assigns) as the SECOND PARTY. Collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Technobridge is a technology company providing the Technobridge online platform for hosting and managing online Content/ Teaching Material.

WHEREAS, SSAHE intends to host its online Content/ Teaching Material on the Technobridge online platform and wishes to engage Technobridge as its technology partner;

WHEREAS, the Parties wish to outline their mutual understanding and responsibilities regarding the development, maintenance, marketing, and delivery of the online Content/ Teaching Material

NOW, THEREFORE, the Parties agree as follows:





Roles and Responsibilities

1.1 Technobridge's Responsibilities:

- a. Technobridge shall provide the Technobridge online platform to SSAHE for hosting its online Content/ Teaching Material, subject to the terms and conditions agreed upon both the parties.
- b. Technobridge shall host its own online Courses on the same platform and create a separate section for SSAHE to host their Content/ Teaching Material with the approval of both the parties.
- c. Technobridge shall be responsible for the maintenance, security, and overall functioning of the Technobridge online platform, including the section dedicated to SSAHE's Content/ Teaching Material.
- d. Technobridge shall provide technical support and assistance to SSAHE for any platform-related issues specific to the section dedicated to SSAHE's Content/ Teaching Material.
- e. Technobridge shall handle marketing and sales activities for the online Content/ Teaching Material hosted on the Technobridge online platform, including the section dedicated to SSAHE's Content/ Teaching Material.

1.2 SSAHE's Responsibilities:

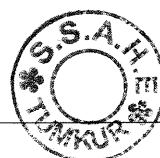
- a. SSAHE shall collaborate with Technobridge in developing the Content/ Teaching Material structure, Syllabus, fees, duration, exams, and certification for each Content/ Teaching Material hosted on the Technobridge online platform.
- b. SSAHE shall be responsible for onboarding professors and ensuring the completion of Content/ Teaching Material within the agreed time frame.
- c. SSAHE shall update and maintain the Content/ Teaching Material content in the section dedicated to their Content/ Teaching Material on the Technobridge online platform, ensuring that the content remains accurate and up to date.
- d. SSAHE shall provide student support and assistance for the online Content/ Teaching Material hosted in the section dedicated to their Content/ Teaching Material.

Revenue Sharing

As mutually discussed by the parties to the MOU, the projects costs, charges for Service provided and expenses are discussed and decided by mutual discussions through a financial agreement.

Special Provisions

- 2.1 Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate agreements.
- 2.2 Each party may use other party's name and logo for promotional and associated activities pursuant to current MoU and subsequent contracts.
- 2.3 Both parties here shall do their utmost to ensure the smooth and efficient execution of this MoU.





2.4 The two parties will consult with each other for any subsequent associated MoU informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated MoU informally.

Platform Rights and Ownership

3.1 Technobridge retains all rights, title, and interest in the Technobridge online platform, including any modifications or improvements made during the collaboration. SSAHE acknowledges and agrees that it does not acquire any ownership rights in the Technobridge online platform or any associated intellectual property.

3.2 SSAHE shall have a non-exclusive, non-transferable license to use the Technobridge online platform solely for the purpose of hosting their Content/ Teaching Material in the dedicated section during the term of this MOU.

Exclusivity

4.1 During the term of this MOU, SSAHE agrees that Technobridge shall be the exclusive technology partner for hosting and managing their online Content/ Teaching Material on the Technobridge online platform, specifically in the dedicated section.

4.2 SSAHE agrees not to engage any other technology partner or develop a similar online Content/ Teaching Material platform independently during the term of this MOU.

4.3 Technobridge agrees not to engage any other Universities or develop a similar online Content/ Teaching Material independently during the term of this MOU.

Intellectual Property

5.1 SSAHE shall collaborate with Technobridge in developing the Content/ Teaching Material structure, syllabus, fees, duration, exams, and certification for the mutually created Content/ Teaching Material. Both Parties shall jointly contribute to the development of these elements, leveraging their respective expertise and resources.

5.2 Each Party acknowledges and agrees that any intellectual property developed or provided by the other Party in connection with this MOU shall remain the sole property of the providing Party. SSAHE shall have the right to use the Content/ Teaching Materials developed in collaboration with Technobridge solely for the purpose of delivering the online Content/ Teaching Material through the Technobridge platform in the dedicated section.

Confidentiality

6.1 Both Parties shall treat any confidential information shared during the collaboration as strictly confidential and shall not disclose it to any third party without the prior written consent of the disclosing Party. This obligation of confidentiality shall survive the termination or expiration of this MOU.





Single Point of Contact

7.1 For the purpose of effective communication and coordination, each Party shall designate a single point of contact ("SPOC") who shall serve as the primary liaison between the Parties for all queries, discussions, and follow-ups related to this MOU.

7.2 The SPOCs shall be responsible for addressing and resolving any issues, concerns, or inquiries raised by the other Party in a timely manner.

7.3 Any communication, notice, or request sent by one Party to the other Party shall be deemed valid if sent to the designated SPOC via email or any other agreed-upon method of communication.

Term and Termination

8.1 This MOU shall be effective as of the Effective Date and shall remain in effect for a period of 3 Years unless terminated earlier by either Party in accordance with the provisions of this MOU.

8.2 Either Party may terminate this MOU for convenience by providing written notice of 60 Days to the other Party.

8.3 Upon termination of this MOU, the Parties shall cooperate to ensure a smooth transition of responsibilities and the return of any confidential information or materials in their possession.

Governing Law and Jurisdiction

9.1 This MOU shall be governed by and construed in accordance with the laws of India.

9.2 Any disputes arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the courts located in Bengaluru, Karnataka, India.


IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date.

Entire Agreement

10.1 This MOU constitutes the entire agreement between the Parties and supersedes any prior discussions or agreements, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the Effective Date.




Technobridge Systems Pvt Ltd

Name: Shweta Kadam

Title: Managing Director

Technobridge Systems Pvt Ltd

Pune, India

Date: 14/6/2023

Technobridge Systems Pvt. Ltd.
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SSAHE

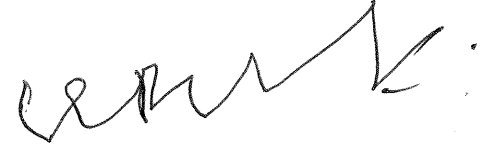
Name: Dr. Lingegowda K. B.

Title: Vice Chancellor

Sri Siddhartha Academy of Higher Education

Tumkur, India

Date: 14/6/2023



VICE-CHANCELLOR
Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.

