

# Memorandum Of Understanding

This **Memorandum of Understanding** (hereafter referred to as **MoU**) is signed and executed on **1st** day of **May** 2021.

## BY AND BETWEEN

**Collegedunia Web Pvt. Ltd.**, a company duly incorporated under the provision of Companies Act 1956, with registered office at 3----- and corporate office at 4TH FLOOR, Plot No. 418-419, AIHP Signature Tower, Phase IV, Sector 18, Gurugram, Haryana 122015 (herein referred as First Party).

## AND

**Arka Jain University**, located at **Jamshedpur**, established under \_\_\_\_\_, and managed by **The JGI Group**, registered under Societies Registration Act XXI of 1860 Vide No. \_\_\_\_ of \_\_\_\_\_, having PAN \_\_\_\_\_ and TAN \_\_\_\_\_ (hereinafter referred as Second Party)

## FOR THE PURPOSE OF

Providing digital marketing services (hereafter referred to as "**Campaign**") as stipulated under clause 2 of this Agreement) by the first party to the concerned institution of the second party.

**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. Term of the Agreement.

This MOU shall come into force from the date of signing and shall remain valid till **September 2021 or till the end of the admission cycle for the academic year 2021**, whichever is later unless and otherwise terminated by either party as mentioned in clause 4 hereinafter.

### 2. Scope of Services

1. The Deliverables from the First Party to the Second Party are stipulated in **Annexure-1**, which, along with all terms and conditions stipulated therein shall forms part of the present Agreement.
2. The First Party shall be involved in the engagement activities like interviews and testimonials from dignitaries, students and alumni at various stages of campaign.
3. The second party shall give the **API integration** system to the first party for the delivery purpose of the services as stipulated in Annexure- 1, during the entire campaign tenure.

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4. Campaign shall not continue beyond the date so decided except if a written request is received from the second party to extend the period of campaign, deliverables and the MoU at the additional cost as may be mutually agreed between the parties.

### 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 stipulated in **Annexure-2**, which shall form part of this Agreement.
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.
4. Second Party agrees to make the payment within 10 days of the date of the invoice. Upon such default, the campaign will be paused till the next payment is released.
5. For the admissions/applications deal, reconciliation shall be in every 30 days, invoice will be raised by the first party, the same is to be paid by the second party within a period of 10 days.
6. Any delay in the payment of installments, in addition to the installment due, will attract interest of 18% PA on the instalment amount calculated from the due date till the date of receipt of the payment by the first party.
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**

<b>Account Holder</b>	<b>CollegeDunia Web Pvt. Ltd.</b>
<b>Account Number</b>	<b>50200014527292</b>
<b>Bank Name</b>	<b>HDFC Bank Ltd</b>
<b>Branch Name</b>	<b>Chandni Chowk, New Delhi</b>
<b>IFSC Code</b>	<b>HDFC0000553</b>
<b>PAN No</b>	<b>AAFCC5173J</b>
<b>GST No</b>	<b>06AAFCC5173J1ZK</b>

### 4. Termination of MoU :

1. This MoU can be terminated on mutual consent of both the parties without assigning any reason, by giving 30 days 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

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prior notice of not less than 10 (ten) days of such violation has been given to the other party.

3. The First Party may, without 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
Mr. Abhishek Kumar Choudhary	Account Manager	abhishek.choudhary@collegedunia.com	7739800640
Mr. Sovam Talukdar	Senior Manager	sovam.talukdar@collegedunia.com	8102556806
Mr. Viswajeet Biswal	Senior Manager	viswajeet.biswal@collegedunia.com	7503043769

Point of contact from second party shall be as follows:

Name	Designation	Email Id	Mobile
Abhishek Kumar	Admissions Head	Kumar.abhishek@arkajainuniversity.ac.in	8406800562
	Chairman/Trustee		
	Counselling Head		

For the escalations purpose, either parties can mail/write to the above point of contacts, and the party shall respond within 24 hours.

#### 6. Arbitration:

Dispute, if any shall be referred to a Sole Arbitrator in accordance with the provisions of Arbitration and Conciliation Act 1996. The decision of the Arbitrator shall be final

and binding on both the parties. The venue of the Arbitration shall be at Haryana and the courts at Haryana shall have the exclusive jurisdiction over the disputes between the parties

## 7. Intellectual Property Rights:

1. Each party shall retain their respective rights, title and interest in their patents, copyrights, trademarks, proprietary marks and/or licensed software, service marks, trade secrets and any other form of intellectual property ("Intellectual Property Rights"). Second Party hereby irrevocable waives all rights and claims in the Generated IPR, including without limitation, rights of title, license, interest etc.
2. The Parties further agree that neither Party shall acquire any right whatsoever, through use in commerce or otherwise, in the Intellectual Property Rights of the other Party on account of the limited permitted use as per the terms of this Agreement. All such rights pertaining to use and title of all Intellectual Property Rights of the parties shall exclusively vest with the respective parties.
3. No Party may, under any circumstances, seek to register any trademark, business name, business processes, inventions, company name, domain name using or incorporating the Intellectual Property of the other Party and each Party acknowledges that upon expiry or termination of this agreement, it shall have no right whatsoever in connection with the Intellectual Property Rights of the other Party.

## 8. Confidentiality:

1. The receiving Party shall not disclose the proprietary information, trade secrets, business plans, marketing plans, or such other information that may be categorized as confidential from its nature that may or may not be marked or designated as confidential ("Confidential Information") belonging to the other Party or any of its affiliate companies, to any third parties, without the express prior written consent of disclosing Party. The receiving Party shall use all reasonable efforts to maintain the confidentiality of all the Confidential Information of the disclosing Party that is in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information. Each Party shall restrict all Confidential Information to its employees on a "need to know" basis and apprise them of the confidentiality requirements hereunder. This clause shall not apply to information that is:
  - (a) already lawfully available in the public domain; or
  - (b) lawfully known to the receiving Party at the time of disclosure; or
  - (c) lawfully obtained by the receiving Party on a non-confidential basis from a third party.

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2. Upon termination or expiration of this Agreement, the receiving Party shall return or destroy all the Confidential Information kept in its possession to the disclosing Party and furnish a proof of such destruction of the Confidential Information. For any Confidential Information, which is not commercially practicable to be returned or destroyed shall continue to be bound by this obligation of confidentiality post expiration or termination of this Agreement.

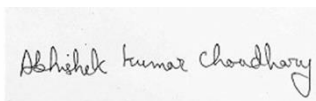
**9. Indemnity:**

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.

**10. 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 aforestated events render the party unable to perform its services/obligations under this Agreement and provided that a notice in writing of not less than 15 days in advance, invoking this clause, is given to the other party.

**Authorized Signatories:**



**For Collegedunia Web Private Limited  
(First Party)**

Name: Abhishek Kumar Choudhary  
Designation: Account Manager  
Date: 01.05.2021

**For \_\_\_\_\_  
(Second Party)**

Name:  
Designation:  
Date:

**ANNEXURE-1**  
**(SCOPE OF SERVICES)**

First Party Agrees to provide:

- **3814** no. of leads for “**AJU Admission Campaign 2021**” programs offered by the Second Party.

For the purpose of achieving the aforesaid target, First Party shall carry out the following activities: -

S. NO	PRODUCT	PRODUCT DETAILS	QUANTITY	DURATION	TENTATIVE RESPONSES	PRICE RATE
1	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.	-	3 Months	Organic	9,00,000 (including GST)
2	LISTING	LISTING OF COLLEGES TO CAPTURE ORGANIC REPOSENS.	4			
3	BANNERS	BANNER ON COLLEGEDUNIA FOR MAXIMUM EXPOSURE	4			
4	EMAILERS	EMAILERS USED FOR PROMOTING EVENTS/FUNCTIONS AND ALSO INFORM STUDENTS ABOUT THE SAME. WE HAVE A VERY RICH DATABASE OF STUDENTS SEEKING ADMISSIONS.	As required			
5	GOOGLE ADWORD	WE WOULD NEED PERMISSION TO RUN ADWORDS CAMPAIGN IF ANY OTHER VENDOR IS ALLOWED.	-			
6	CD SOCIAL MEDIA	PROMOTING YOUR BRAND NAME ACROSS ALL OF OUR SOCIAL MEDIA HANDLES	-			
7	REAL TIME DASHBOARD	DELIVERING THE RESPONSES GENERATED ON A REAL TIME BASIS TO THE COLLEGE.	1			

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**Terms and Conditions:**

1. The first party will run various remarketing & retargeting activities for the institution of the second party to generate the responses.



2. The first party can run remarketing on its database over Google & other platforms.
3. All responses are billable except the cases of Invalid details (i.e. Wrong Mobile Number).
4. The target deliverable by the First Party as stipulated hereinabove is subject to the fulfillment of following condition by the Second Party:
  - (i) The first call by the second party has to be made within 24 hours of receiving the responses, the second call should be in 48 hours and the third call should be in 96 hours of getting the responses from the first party.
  - (ii) The Second Party shall provide last 3 years' admissions/applications data of its institution(s) to the first party as per **Annexure A**.
  - (iii) The first party will seek data to update the information for the institution of the second party on the college dunia portal. This must be done before the start of campaign.
  - (iv) The Second party shall provide an advanced publisher panel for the CRM system for the operation and tracking purposes as per **Annexure B**.
  - (v) Regular feedback (ideally within 4 working days) of the responses shall be given for the optimization of the campaign. Any negative feedback provided after 4 working days from the date of delivery of response will not be considered authentic.
  - (vi) 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.
5. The parties need to have fortnightly campaign review meetings for inputs/suggestions/active participations to optimize the campaign.
6. The first party can situate the concerned persons from its side at the institution of the second party for the purpose of evaluating and optimizing the counselling process, tele-calling and drip activities over the delivered responses. The second party shall be required to help the concerned persons from the first party for the above purpose with the relevant data and engagements.
7. In the event that the campaign is stopped or terminated by the second party or in the event that within the duration of the campaign the delivered leads exceed the agreed number of leads, all the leads so delivered will be billed on the basis of Cost Per Lead i.e. "CPL" at the rate of INR 200 + GST per lead.
8. For the admission/application/ verified leads deal, conversion shall be accepted over first source/primary attribution. And the second party shall provide status (i.e primary/secondary/tertiary) of responses within 24 hrs upon receiving from the first party else all responses will be considered as first source/primary attribution.

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**Annexure A**  
**(Admission/Application Data )**

Course Name		Admission Year 2018	Admission Year 2019	Admission Year 2019
	Seats			
	Application			
	Admission			
	Seats			
	Application			
	Admission			
	Seats			
	Application			
	Admission			

Top 5 States	Admission Year 2019		Admission Year 2020	
	#Application	#Admission	#Application	#Admission

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**Annexure B**  
**(CRM advance publisher panel features)**

Dashboard	Features
Lead Details	Basic Details
	Lead Origin
	Country/State/City
	Instance (PST) / Date of Instance
	Campaign Breakup
	Course / Campus / Specialization
	Lead Status (Verified/Unverified)
	Download Report
	Active Leads
	Registration Device
	Lead Stage
	Lead Score
	Form Initiated
	Payment Approved
Advanced Lead Dashboard	Lead Trends
	Device Share
	Lead Origin Performance
	Lead Score Trends
	Lead Disposition Trends
	Incomplete Leads
	Benchmarking
Advanced Application Dashboard	Application Status
	Application Trends
	Lead to Application Trends
	Time Lag Report
	Benchmarking

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	Top Campaigns
	Campaign Analysis
Advanced Geographical Dashboard	State/City Wise Contribution
	State/City Wise Lead and Application Trends
	Benchmarking

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**ANNEXURE-2**  
**(PAYMENT TERMS AND SCHEDULE)**

Deliverables from the second party to the First party as shall be per the followings:

**Details of Payment**

<b><u>S.No</u></b>	<b><u>Details of Payment</u></b>	<b><u>Amount</u></b>
1	<b>AJU Admission Campaign 2021”</b>	<b>INR 9,00,000 (Including Taxes)</b>
<b>Total</b>		<b>INR 9,00,000 (Including Taxes)</b>

**Payment Schedule**

<b><u>S.No</u></b>	<b><u>Details of Payment</u></b>	<b><u>Amount</u></b>
1	1st Installment-Before Starting of Campaign (Expected Month – May 2021)	<b>INR 3,00,000 (Including Taxes)</b>
2	2nd Installment- After the delivery of 1500 Leads. (Expected Month – July 2021)	<b>INR 3,00,000 (Including Taxes)</b>
3	3rd Installment- After the delivery of 3000 Leads. (Expected Month – August 2021)	<b>INR 3,00,000 (Including Taxes)</b>
<b>Total</b>		<b>INR 9,00,000 (Including Taxes)</b>

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