

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereafter referred to as MoU) is made and entered into this day of 22nd May, 2025. (Hereinafter referred to as "Effective Date") at Mathura by and among.

BY AND BETWEEN

FIRST PARTY INFORMATION	SECOND PARTY INFORMATION
Company legal name: Collegedunia Web Pvt Ltd	Company legal name: Shri Mohan Singh Shiksha Sansthan
Tax ID (GST IN): 06AAFCC5173J1ZK	Tax ID (GST IN):
PAN Number: AAFCC5173J	PAN Number: AAFTS8716E
TAN Number:	TAN Number:
Trading as: Collegedunia.com	Trading as: K.M. University Mathura
Corporate address: 418-419, 4th Floor, AIHP Signature Tower, Udyog Vihar, Phase - IV, Gurugram - 122015, Haryana, India	Registered address: Pali Dungra, Sonkh Road, Mathura, Uttar Pradesh, India- 281123
POC Name: Sahil Kewlani Designation: Senior Manager Email: sahil.kewlani@collegedunia.com Mobile: +91 9695541990	POC Name: Ms. Samiksha Designation: Admission Head Email: Admissions@kmu.edu.in Mobile: 9756664320
POC Name: Himank Singh Designation: EIR Email: himank.s@collegedunia.com Mobile: +91 9266425546	POC Name: Dr. Pooran Singh Designation: Registrar Email: Registrar@kmu.edu.in Mobile: 9756664312
<small>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).</small>	

BOTH FIRST & SECOND PARTIES are individually referred to as "PARTY" and collectively as "Parties or Consortium".

WHEREAS, the First Party is a website portal running a 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


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with them and the Second Party being 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;

WHEREAS, the parties agree and warrant that apart from the terms and conditions of the MOU, the relationship between the parties is governed under the General Terms and Conditions as stipulated under the Terms & Conditions 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. 'Campaign' means the services offered by the First Party under the terms of the user as stipulated in the website portal of www.collegedunia.com.
- b. 'Lead' means the users/viewers on the website portal of the First Party under the terms of the website portal of www.collegedunia.com.

2. TERM:

This MOU shall come into force from the date of signing and/or receiving Advertisement Confirmation Order and shall remain valid **till the end of the admission cycle for the academic year 2025**, whichever is later unless and otherwise terminated by either party as mentioned in clause 4 hereinafter.

3. SCOPE OF SERVICES:

- a. The First Party shall be involved in the engagement activities like interviews and testimonials from dignitaries, students, and alumni and remarketing & retargeting activities on its database over Google & other platforms at various stages of the campaign.
- b. The second party shall give the **API integration** system to the first party for delivery purposes.



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- c. 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 the campaign, deliverables, and the MoU at the additional cost as may be mutually agreed between the parties.

Details of Campaign and Payment Terms
Campaign Payment Bifurcation

S.No	Campaign Bifurcation	Deal Amount	Advance %
1)	Performance-Based (Admission)	For All Courses: 35% of First Year fee (Except B.A, B.Sc., B. Com, M.A., M.Sc. and M. Com)	Advance: 0 %
	Total Campaign Size	As Per the Admission Basis (Collegedunia Calling)	-

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

Payment Schedule

S.No	Campaign Bifurcation	Details of Payment	Amount
1)	Performance-Based (Admission)	Advance: 0 %	0 %
		<ul style="list-style-type: none"> • 1st Installment will be made in September • 2nd Installment will be made in October • 3rd Installment will be made in November and so on.... 	As per the admission payout
	Total Campaign Size	As per the admission payout (Collegedunia Calling)	-

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

4. TERMINATION OF MOU

- a. 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 (30) days of such violation has been given to the other party.


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- b. 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.
- c. Termination under this Clause shall not absolve the Both Parties 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. ARBITRATION, CONCILIATION & JURISDICTION

This MOU shall be governed by and construed in accordance with the Indian Contract Act, 1872 and Information and Technology Act, 2000. 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 shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation. Both parties hereby 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 exclusively be at New Delhi, Delhi.

6. INTELLECTUAL PROPERTY RIGHTS

- a. Both parties expressly maintain individual ownership of Intellectual. Property Rights, including patents, copyrights, trademarks, and more, disclosed or generated during work tenure.
- b. The Second Party unconditionally relinquishes all rights in the Generated Intellectual Property Rights, including title, license, and interest, per the MOU. No acquisition of rights in the other Party's Intellectual Property Rights shall occur through permitted use. Exclusive rights for the use and title of Intellectual Property Rights vest solely with each party.
- c. Neither Party may register any trademark, business name, or domain using the other's Intellectual Property. Upon agreement termination, no rights persist in connection with the Intellectual Property Rights of the other Party.


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7. CONFIDENTIALITY & NON DISCLOSURE

- a. The receiving Party must exert reasonable efforts to uphold confidentiality, equivalent to its treatment of its own confidential information. Information exceptions include publicly available data, information already known to the receiving Party, or obtained legally from a third party. Upon agreement termination, the receiving Party must return or destroy all Confidential Information, with exceptions for impractical cases, maintaining confidentiality post-termination where necessary.
- b. No Party shall disclose any information to any third party concerning the matters under this MOU. Any proprietary information (properly identified as such by the disclosing Party) to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party, and shall not be disclosed to any third party without the prior written consent of the original disclosing Party. This clause shall not apply where information is already in public domain but not as a result of breach of this MOU, already available with the Party from other lawful sources.

This clause shall survive the termination or expiry of the MOU.

9. INDEMNITY

Both Parties hereby agrees to indemnify, reimburse, defend and hold harmless the other 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 Other Party in connection with or arising out of or resulting from or incidental to;

- a. 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;
- b. 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;



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- c. 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 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.

11. **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.



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TERMS AND CONDITIONS

1. All responses are billable except the cases of Invalid details (i.e. Wrong Mobile Number).
2. The target deliverable by the First Party as stipulated hereinabove is subject to the fulfillment of following condition by the Second Party:
 - 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.
 - The first party will seek data to update the information for the institution of the second party on the collegedunia portal. This must be done before the start of the campaign.
 - 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.
3. 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 counseling 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.
4. 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.
5. First party will verify the lead-to-lead feedback and identify the number of applications & admissions converted from the leads provided by it through V-Lookup on a monthly basis, the second party is required to facilitate the same.
6. For more, please visit: <https://collegedunia.com/partnerships-tnc>



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K.M. University
Mathura, UP**

IN WITNESS WHEREOF the parties hereto have executed this MOU.

Authorized Signatories:

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

**Name:
Designation:
Date:**

For KM University, Mathura

(Second Party)

**Name: Dr. Pooran Singh
Designation: Registrar
Date:**

**Registrar
K.M. University
Mathura, UP**