

MEMORANDUM OF UNDERSTANDING

between

SGRR University, Dehradun and iSchoolConnect Technologies Pvt. Ltd.

THIS MEMORANDUM OF UNDERSTANDING (herein after referred to as "MOU") is made and entered into by and between SGRR University, Dehradun, and iSchoolConnect Technologies Pvt. Ltd., (hereinafter iSC).

WHEREAS, the parties to this MOU will engage in providing career and future education-oriented guidance to individuals who are students of SGRR University, Dehradun. iSC will be involved in physical as well as online activities that will aid the leads to seek a suitable future admission to a degree program worldwide or develop the requisite soft skills that shall help them secure a job within the local country.

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: SGRR University, Dehradun and iSC alliance will function on the following principles:
 - a) Establish a mutually beneficial partnership between SGRR University, Dehradun and iSC that allows a flexible and creative response to the organizational missions and fiscal needs of both institutions.
 - b) Collaboration in planning and implementation of genuine rich media content with the aim to convert leads to either an Essential or a Premium plan. (refer Annexure 1 for pricing plans)

2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:

A. Governance:

- (1). The content by iSC will be governed by iSC and subject to rules and policies defined by SGRR University, Dehradun and iSC together.
- (2). SGRR University, Dehradun & iSC each will have a representative for joint activities and planning.
- (3). Lead attribution and leads generated for the Essential and Premium plan will be done with complete transparency through the available technical means.
- (4). Lead passing to other organizations/ agencies/ individuals is strictly prohibited. Any such incidence if found will lead to cancellation of contract by either of the parties.

B. Duties of SGRR University, Dehradun. SGRR University, Dehradun shall have the following duties:

- (1). Provide iSC with means and channels, online and offline, that will help target students of SGRR University, Dehradun for study abroad.
- (2). Allow iSC to circulate relevant material, limited to careers and higher education with promotional materials about studying abroad and iSC.



(3). Share information with iSC about only for the students interested in availing iSC services. Support iSC wherever needed through the lead generation process.

(4). Assist iSC in conducting informative sessions (online and offline) via webinars and seminars arranged by SGRR University, Dehradun and provide logistical assistance if necessary based on pre approval. A minimum of 1 webinar/ in-person workshop each quarter will be scheduled. At least one external workshop per year that can be attended by students, faculty and parents of SGRR University, Dehradun and other universities in the fraternity.

C. Duties of iSC. iSC shall have the following duties:

(1). Collaborate with SGRR University, Dehradun to assist its students with career guidance and development.

(2). Conduct information sessions (online and offline) as well as one-to-one personalized counseling sessions. A minimum of 1 webinar/ workshop session each quarter.

(3). Develop content for circulation among students of SGRR University, Dehradun.

(4). Ensure that every member requires assistance through SGRR University, Dehradun is taken care of and documented in the system and is clearly attributed to SGRR University, Dehradun.

(5). iSC will provide student support & progression for further international studies.(which will support SGRR University, Dehradun for NAAC points)

(6). Provide product demo to SGRR University, Dehradun's students and faculty whenever required.

(7). iSC will provide a 50% discount on the packages to the students of SGRR University, Dehradun till the validity of the contract.

(8). Disburse a unique discount coupon code for iSC's Essential or Premium plan for students in need of either of the plans. The coupon code will be exclusive for the SGRR University, Dehradun's members with a validity of 1 year. The discount percentage of the coupon code shall be mutually decided post the pilot program.

(9). Become a trusted partner of SGRR University, Dehradun by helping every student enrolled in the iSchoolConnect Mumbai Community and extending maximum assistance possible.

D. Instructional Calendar and progress evaluation:

(1) SGRR University, Dehradun and iSC will establish an instructional calendar that is consistent with the needs and requirements of both parties.

(2) Both parties will sync-up once every quarter to discuss and evaluate progress and layout a roadmap for the next quarter. The parties will also have an annual review meeting.

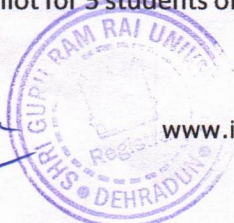
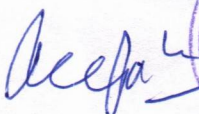
E. Media and Public Relations: Media and public relations regarding the program will be managed according to iSC and SGRR University, Dehradun's protocols.

F. SGRR University, Dehradun's - iSC Pilot:

(1). Students will be screened and shortlisted by faculty and authorities at SGRR University, Dehradun and passed on to iSC.

(2). The pilot will be applicable for Fall 2023 aspirants.

(3). Free pilot for 5 students of SGRR University, Dehradun.



- (4). SGRR University, Dehradun has the right to nominate members for the pilot, but the awardees will be decided by iSC.
- (5). The success of the pilot will be decided upon the number of application submissions along with feedback of students on the product and services provided by iSC.
- (6). The pilot program will be evaluated within 60 days of the pilot initiation.

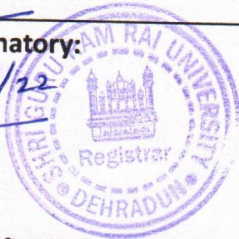
SGRR University, Dehradun

iSchoolConnect Technologies Pvt. Ltd.



Authorized Signatory:

Date: 26/09/22

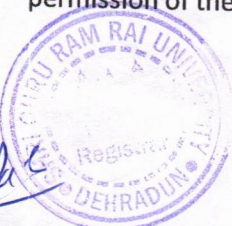


Authorized Signatory

Date: 26/09/2022

Annexure

1. Indemnification. To the extent permitted under Indian law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
2. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) years. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) two-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SGRR University, Dehradun shall review this MOU and iSC may renew this MOU on approval of SGRR University, Dehradun.
3. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes but is not limited to, a violation of the policies and rules of the SGRR University, Dehradun, the making of misrepresentation or false statements by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.
4. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.



5. Limitations of Authority:

- A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
- B. This Agreement represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the SGRR University, Dehradun and iSC. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
- D. Neither party may incur any debt, obligation, expense, or liability or any kind against the other without the other's express written approval.

6. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not, in any event, constitute a waiver of any such rights upon the occurrence of any such contingencies.

7. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of India. In case of an arbitration, jurisdiction will fall under Maharashtra, India. The same shall be applicable to contracts made and performed entirely therein.

8. Venue: Venue to enforce this Agreement shall lie exclusively in India.

9. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, SGRR University, Dehradun's operational hours and calendar shall take precedence. Parties to this MOU shall comply with all National, State, and local laws.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all National, State, and local laws.

