

MEMORANDUM OF UNDERSTANDING

BETWEEN

**S.D.P. College for Women,
Ludhiana**

AND

DSB EduTech Pvt. Ltd.

Ludhiana (Regd Office):

BXX-3360-Lower Ground Floor, Ferozepur
Road, Ludhiana-141001

Jalandhar Office:

Raj Chambers, 5-6 Hind Samachar
Street, Jalandhar-144001

Delhi Office:

63/12 First Floor, Main Rama Road,
Kirti Nagar, New Delhi-110015



This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the 19 / 01/2022 by and between

S.D.P. College for Women , Ludhiana, the First Party represented herein by DR RAVI KANT, Principal, Representative of **S.D.P. College for Women , Ludhiana**, (hereinafter referred as '**First Party**'), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

DSB EduTech Pvt. Ltd. (also Known as EmpowerYouth.com&Mycampus.in) having its CIN U80904PB2017PTC047217 and its registered office at 5-6 Raj Chambers, Hind Samachar Street Jalandhar, Punjab, the Second Party, and represented herein by its Head, **Mr. Kumar Shalya Gupta** (hereinafter referred to as "**Second Party**"), company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

A) First Party is an Educational Institution named: **S.D.P. College for Women, Ludhiana**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of their respective resources, and provide to each other with enhanced opportunities.

C) The Parties intended to cooperate and focus their efforts on cooperation within area of promoting the welfare of the students by providing them with various opportunities that would help them in career development process.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) **DSB EduTech Pvt. Ltd.**, the Second Party is an online career management platform which integrates various services in the areas of Education, Skill Development and Career Management. The entity has two platforms empoweryouth.com and myecampus.in through which they provide their services.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HEREBY AGREE TO AS FOLLOW:

- J. **Guest Lectures & Events:** Second Party to extend the necessary support to deliver guest lectures and other Informative and Career Development Events to the students/Faculty of the First Party on various subjects. These may be conducted in person or by online mode. These Programmes shall be project based and the same shall be approved by the First Party on a one-to-one basis. Skill Development programmes may be conducted by the Second Party individually or in collaboration with another associate or Organization.
- K. **Scholarship Programmes:**
 1. **College Scholarships:** The First Party can advance their Scholarship Programme on the platform empoweryouth.com of the second party. The main aim of listing their scholarship programme will be to promote admissions in the institution of the first party. These Programmes may just be listed or the first party may even conduct scholarship sanction procedure on the platform.
 2. **External Scholarships:** The Second party shall make endeavors to bring external Scholarship programs to facilitate the education of the students. The First Party can also facilitate such Scholarship programs they deem fit via The Second Party. The Second Party provides a transparent and Unbiased Platform for other people to facilitate their scholarship programs.
- L. **Education Loans:** The Second Party through its various tie-ups with various Banks & NBFC's may provide the students of The First Party opportunity to avail education loans via these financial institutions, the details of the same shall be shared with The First Party.
- M. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- N. There is no financial commitment on the part of the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately. The Financial obligation for the Second Party for the services rendered by the second party shall be disclosed to the first party before providing any of the aforesaid mentioned services.

Clause 3: Intellectual Property

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

Right to Use Logo & Brand Name: The Parties shall within the scope of this MOU, allow the use of their brand name and the logo to the other Party in any of the promotional material as mutually decided in press, social media or any other place to enhance the brand visibility and promote admissions in the institution.

Clause 4: Validity

- A. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the Parties, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of either of the Party after

termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

- B. Either of the Parties may terminate this MOU upon 30 calendar days notice in writing. In the event of Termination, both parties have to discharge their obligations

Clause 5: Relationship Between the Parties


It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Clause 6: Arbitration

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be in Jalandhar. The Arbitrator in such a case shall be appointed with the mutual consent of both the parties. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Punjab & Haryana High Court.

For and on Behalf of

S.D.P. College for Women ,
Ludhiana



Principal,
S.D.P. College for Women,
LUDHIANA-141008.

Principal

Witnesses 1: Ranika Gupta

For and on Behalf of

DSB EduTech Pvt. Ltd.

For DSB EDUTECH PVT. LTD.

Director/Authorised Signatory

Mr. Tarandeep Singh

Director

Witnesses 2: Jasmine