



MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 1st August 2022

BETWEEN

SHIZEN GLOBAL SOLUTIONS PRIVATE LIMITED having its registered office at 3/B-804, N G SUNCITY PHASE II, 8TH FL00R, THAKUR VILLAGE, KANDIVALI EAST, MUMBAI, MAHARASHTRA-400101 and operates the platform under brand name '**OrangeSlates**' (hereinafter referred to as 'First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns),

AND

Rahul College of Education, managed by Shree Rahul Education Society having its registered office at % Mother Mary's Junior College Navghar Road, Bhayander East, Thane - 401105 (hereinafter referred to as "**Second Party**" which expression shall mean and include its legal heirs, administrators and permitted assigns)
(referred to herein as "Parties" or individually as "Party")

WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. Each Party respectively is expected to act in good faith in accordance with this Memorandum.
- D. Set up a 'Shree L. R Tiwari Centre of Excellence' - Powered by OrangeSlates. This is exclusive and monopolized for locations Mumbai, Thane, Pune, Vasai-Virar, Palghar. Such a model of centre of excellence shall not be present in the above cities / districts. The professional development encapsulated in this shall only be undertaken by OrangeSlates (party 1).



NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto covenant and agree as follows:

1. PROJECT AND PURPOSE

- a. The Parties intend to work together on a project which will be referred to as **Training Programs for Student Teachers (Defined here as Students of the institutions run by Rahul College of Education and Shree L.R. Tiwari College of Arts, Commerce and Science {students pursuing M.A. Education Program})** ("the Project")
- b. The Project has the following purpose ('the Purpose') : Bringing High Quality Training Programs to Teachers & Student Teachers across India to help them prepare for the future.

2. BINDING

- a. The Parties hereby acknowledge and agree that:
- b. The terms of this Memorandum are intended to be legally binding on the Parties hereto

3. CHANGES TO MEMORANDUM

- a. This Memorandum may be amended at any time by agreement between the Parties
- b. Any changes to this Memorandum must be made in writing and signed by the Parties

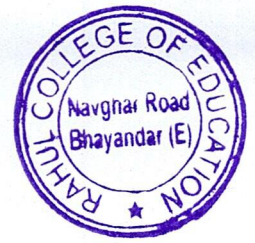
4. GENERAL OBLIGATIONS

- a. Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavors to achieve the Purpose and to give effect to the terms of this Memorandum
- b. The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum

- c. Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties relationships with one another and in order to pursue the Purpose

5. ROLES OF PARTIES

- a. Shizen Global Solutions Pvt. Ltd. will have the following obligations in relation to the Project:
 - i. Shizen Global Solutions Pvt. Ltd. will have the following obligations in relation to the Project
 - ii. To conduct impactful and high-engagement training programs for Student Teachers in both, Online (distance) & Offline (face-to-face) modes
 - iii. To manage the pre-training & post-training tasks so that the trainees are able to draw maximum benefits from the programs
 - iv. Assessment and Certification of the students
 - v. To help Rahul College of Education, and Shree L.R. Tiwari College of Arts, Commerce and Science (students pursuing M.A. Education program) creating a online community for the learners to achieve their learning outcomes
 - vi. Providing assistance in the placements for the students of Rahul College of Education, and Shree L.R. Tiwari College of Arts, Commerce and Science undertaking the M.A. Education Program.
- b. Rahul College of Education will have the following obligations in relation to the Project:
 - i. The amount for program/bootcamp/ workshop or any other professional development i.e. to be undertaken by Orange Slates in association with the centre of excellence, shall be decided on actuals and prior to starting the program after consent and mutual understanding of both parties.



- ii. Admission process and documentation as well as managing all financial obligations of the students namely program fee collection, form collection etc.
- iii. Provide the necessary infrastructure for on campus classes
- iv. Share the details of the enrolled students with Shizen Global Solutions Pvt Ltd. for the purpose of delivery of programs, coordinating, taking feedbacks and certification of the students
- v. Provide all learning materials for the students in lieu of the applicable financial considerations if thus required.

6. INTELLECTUAL PROPERTY

- a. In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to, write or produce intellectual property ('Project Intellectual Property')
- b. For the purposes of this Memorandum, 'Project Intellectual Property' includes but is not limited to:
 - i. information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property, and
 - ii. Intellectual-property that results in any way from work performed for or on behalf of the Project whether performed by the Party or by somebody else); and Intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property
 - 1. directly, indirectly, independently or in cooperation or conjunction with another person or persons; and
 - 2. during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and



3. at the location where the Party ordinarily participates in the Project, or at some other location Intellectual-property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and
 - iii. intellectual-property that relates in any other way to the Project or any business which is developed in connection with the Project
- c. Unless otherwise expressly agreed between the Parties, nothing in this Memorandum is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property
- d. Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, Writes or produces an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Project Intellectual Property
- e. Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

7. TIME AND DURATION OF THE PROJECT

- a. This memorandum will commence on the date 1st August 2022
- b. This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties
- c. The Parties may terminate this Memorandum by mutual agreement.
- d. Either Party may terminate this Memorandum by providing 3 month notice in writing to the other Party

8. CONSEQUENCES OF TERMINATION

- a. In the event that this Memorandum is terminated
 - i. Neither Party Will, under this Memorandum, incur any financial liability to the other Party; and
 - ii. Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other
 - iii. In the event that a Party (First Party) is in possession of any equipment, materials, documents, Intellectual property, data or other information ("terms") that are the property of the other Party (Second Party), then the First Party must promptly return all Items to the Second Party, or destroy any Items directed to do so by the Second Party: and

9. CONSIDERATION

- a. *Fees*: In consideration of the Services provided under this MOU, the first party, Shizen Global Solutions Pvt. Ltd. shall be entitled to fees set out as set out in **Annexure A ("Training Process & Commercials")**.
- b. *Invoicing*: The payment scale, schedule, invoicing and disbursement has been decided by both the parties on mutual consent.
- c. *Mode of Payment*: In lieu of Point 9, b. The same has been decided and agreed upon by both the parties on mutual consent.

10. FORCE MAJEURE

FORCE MAJEURE If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by Fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaroud plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties notice of termination in writing.

11. INDEMNITY

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorneys fees or other losses arising out of or relating

- a. breach of this MOU by the indemnifying Party,
- b. breach of any representation or warranty by the Indemnifying Party.

12. IMITATION OF LIABILITY

Neither Party will be liable for, nor will the measure of damages include, any punitive or consequential or indirect losses or damages, including lost profits or third party claims arising out of or relating to its performance or failure to perform under this MOU. Liability for all punitive or consequential or indirect losses or damages is hereby expressly excluded. Notwithstanding anything contained in this MOU, a Party's liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to, those arising out of or related to this MOU) with respect to claims (whether third party claims, indemnity claims or otherwise) shall not under any circumstances exceed ₹50,000 (Rupees fifty thousand only)

13. SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

14. ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof,

15. NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

16. AMENDMENTS

Any change, alteration, amendment or modification to this MOU must be in writing and signed by authorized representatives of both Parties

17. DISPUTE RESOLUTION

- a. Any dispute(s) arising out of this MoU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply
- b. The courts In Mumbai shall have exclusive jurisdiction over any dispute, differences or claims arising out of this MoU
- c. If either Party employs anomeys to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.



18. GOVERNING LAW

This MoU and all issues arising out of the same shall be construed in accordance with the laws of India.



IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and the year hereinabove first written.



<p>For Rahul College of Education</p> <p>Name: Mrs Sanjana Mishra</p> <p>Designation: In - Charge Principal</p> <p>Signature: </p> <p>Date: 01.08.2022</p> <p>Place: Mumbai</p>
<p>For Shizen Global Solutions Private Limited</p> <p>Name: Ms Vrushali Sheth</p> <p>Designation: Co - Founder Shizen Global Solutions Private Limited</p> <p>Signature: </p> <p>Date: 01.08.2022</p> <p>Place: Mumbai</p>

HC PRINCIPAL
RAHUL COLLEGE OF EDUCATION
Navghar Road, Bhayandar (E),
Dist. Thane - 401 105.