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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on the 24th day of the month of July 2019 between

MENTORMIND EDUTECH Pvt. Ltd., a company duly registered under the Companies Act, 1956 and having its registered office at Flat, 302, Nirmal Sadan, Road no.3, Mallikarjuna Colony, Old Bowenpally, Secunderabad, Telangana, India – 500011 (hereinafter referred to as "MentorMind", which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees) as party of the FIRST PART.

AND

St. Josephs Degree & PG College – Extended campus, a catholic minority institution having its registered address at 5-9-300, Caprotti Hall Building, Gunfoundry, Abids, Hyderabad, Telangana – 500001 (hereinafter referred to as "St. Josephs"), which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successor and permitted assigns), as party of the SECOND PART.

AND WHEREAS **MentorMind** is an online web platform where students can access and work on real-time work projects, created in collaboration with companies – so as to gain relevant work experience for career development.

WHEREAS **St. Joseph's Degree College**, established in the year 1997 by the Hyderabad Archdiocese Educational Society, is a Co-education Catholic Christian Minority Institution

NOW, THEREFORE, in consideration of the mutual MOU hereinafter set forth, both parties hereby agree as follows

1. **Effective Date:** The parties hereby agree that the effective date of the MOU shall be the date on which the MOU is signed.
2. **Period of MOU:** This MOU shall be valid from 24.07.2019 to 31.03.2020 and may be renewed agreed terms and conditions in view of best prevailing practices with mutual consultations of both parties.
3. **Scope of Engagement:** The role and Responsibilities of the both parties are described in detail in Annexure-A ("Scope of services")
4. **Relationship of the Parties** - Nothing contained in this MOU is intended to create, nor shall it be construed to create, a relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this MOU.

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Plot No.215, Kavuri Hills,
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5. **Amendment:** Except as otherwise provided herein, any variation or amendment or addition of/to this MOU shall not be effective until and unless mutually agreed to in writing and executed by or on behalf of each of the parties.
6. **Non-solicitation:** The parties to the MOU shall not solicitate each other's clients *(Unless agreed upon mutually)*, business partners, business prospects during the validity period of this MOU and during the validity of any specific MOU for the period of validity of this MOU.
7. **Confidentiality:** Confidential Information shall include but not be restricted to the intellectual property rights, customer information, markets or the business information of either Party or that of their respective customers and the provisions and terms of this MOU, during the term of the MOU and any extensions provided that the obligation of the party receiving confidential information shall not apply to information that:
 - (a) Is already in the recipient party's possession at the time of the disclosure thereof;
 - (b) Is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
 - (c) Is received from a third party having no obligations of confidentiality to the disclosure party;
 - (d) Is independently developed by the recipient party without access to the information; or
 - (e) Is required by law or regulations to be disclosed.

8. **Payments Terms:** MentorMind shall raise 2 invoices for St Josephs as per commercials under ANNEXURE - A

9. **Indemnity:** Both the Parties agrees to the indemnify and hold harmless each other from any and all actions, claims, suits, losses, damages, costs, expenses (including reasonable legal expenses and attorney fees), penalties arising out of or in relation to (a) any breach of any of the terms of this MOU and (b) any failure to comply with any and all applicable laws and statutory obligations.

10. **Arbitration:** Each party agrees that any dispute arising the parties relating to this MOU, including its scope or interpretation will be settled by arbitration of a sole arbitrator appointed by the both parties .All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

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11. Termination: During the validity of the MOU, both the parties shall be entitled to terminate the same at any time, without assigning any reason, after giving notice of one month to either side. Notwithstanding such termination, each party shall fulfil all obligations accrued under the MOU prior to the time the termination becomes effective.

12. Notices: All notices or other communication required or permitted to be given under this MOU shall be in writing and shall be construed as effectively given if (i) delivered personally, (ii) sent by prepaid courier service or registered mail, in each case to the address set out hereunder or

If to: MentorMind Edutech Pvt. Ltd

Mr. Clinton Rajiv Dsouza
F1, Second Floor, Sri Sai Sudha Sadan, Plot no. 215, Kavuri Hills, Jubilee Hills, Hyderabad,
Telangana - 500033

+91 8121921954

clinton@mentormind.in

If to: St. Josephs Degree College – Extended Campus

Fr Dr Sunder Reddy

5-9-300, Caprotti Hall Building, Gunfoundry, Abids, Hyderabad, Telangana – 500001

+91 9440622626

sunderreddyd@hotmail.com

13. Force Majeure - Neither Party will be liable for any failure or delay in its performance under this MOU due to causes beyond its reasonable control in the event of Force Majeure, and will be entitled to a reasonable extension of time to remedy any such delay or failure to perform. For purposes of this MOU, Force Majeure shall mean a cause or event that is beyond the reasonable control of the Party seeking protection under this clause, including acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, restraint of government and governmental acts. The rights of the Parties shall remain suspended during the continuance of the event of Force Majeure. This MOU shall stand terminated if the event of Force Majeure continues for a consecutive period of more than 30 days.

14. Assignment: This MOU may not be assigned by either Party hereto without the express written consent of the other Party

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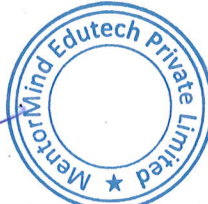

15. **Jurisdiction** - The laws of the Republic of India shall govern the validity, construction, interpretation and effect of this MOU without regard to the conflict of laws principles and any dispute in relation to this MOU ("Dispute") not resolved between the parties by means of arbitration shall be subject to the exclusive jurisdiction of the courts in Hyderabad

16. **Entire MOU:** This MOU along with Annexures constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and may not be amended, modified, waived or cancelled except by a writing signed by each of the Parties or, in case of a waiver, by the Party effecting such waiver.

IN WITNESS WHEREOF, the Parties have signed on this date, month and year as above mentioned.

MENTORMIND EDUTECH Pvt. Ltd.

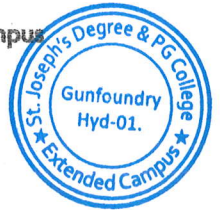
St. Josephs Degree & PG College – Extended campus



Name: SUNAS KAUL

Title: COO

Date Signed: 24/07/2019



Name: DR. N. SRINIVAS

Title: Associate professor

Date Signed: 25/07/19

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Annexure – A

SCOPE OF SERVICES



STAY AHEAD.

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A) MentorMind responsibilities:

- ❖ Access to Mentorship for students on www.mentormind.in in the following domains – Web development, Java and Python.
- ❖ Continuous structured mentor support on campus and off campus for each student through the following phases through sessions, workshops, chat and voice support.
 - i) Abstract
 - ii) Requirement specifications (Analysis)
 - iii) Design Documentation
 - iv) Programming/ Coding
 - v) Documentation
- ❖ Technical Sessions on advanced concepts required in project development - Web Development, Java and Python.
- ❖ Plan of Action to be provided before beginning of the program in accordance with Faculty members, attached as Annexure – B.
- ❖ Timeline to be followed:
 - August – September: Abstract to Design documentation
 - December – January: Coding/ Programming
 - February: Certification
- ❖ Certification from Mentormind for each project.
- ❖ Online profile, Learning dashboard and account of work to be shared with faculty mentors monthly.
- ❖ Internal assessment as per faculty requirement for all candidates.

B) St. Josephs Degree College - Extended Campus responsibilities:

- ❖ Access to interact with the students through online & offline medium..
- ❖ Data of 110 students – Name, email id, Phone number, roll number and project title (domain, if chosen)
- ❖ Assessment questionnaire to be circulated and filled at the beginning of the program.
- ❖ Arrange for facilities and logistics for On Campus orientations workshops and sessions on specified dates by Mentormind after 2pm - Provide an initial academic calendar for the same.
- ❖ Facilitate process of project completion and requirements with only 2 faculty members/ mentors – Primary points of contact.

C) Commercials:

- ❖ Price per student for academic Project support: INR 1700/- for a minimum batch of 55 students – BBA IT (3rd Year)
- ❖ 60% to be paid as advance on signing of MoU or before beginning of the program
- ❖ 40% to be paid on completion of last phase before certification

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