



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as “MOU”) is made and executed at New Delhi on this 09th day of Feb 2022.

BY AND BETWEEN

DGguru Learning Solutions Private Limited, a company incorporated under the Companies Act, 2013, having Corporate Identity No. (CIN) U74999DL2018PTC330773 and having its registered office at 1218, 12th Floor Hemkunt Chambers 89 , Nehru Place, New Delhi-110019 (which expression shall include its successors, nominees, agents and permitted assigns), (hereinafter referred to as the “**DGguru**”), through its authorized representative Mr. Ashish Khare

AND

ITM University, Gwalior (M.P.) referred to as “**ITM University**”, which expression, unless it is repugnant to the subject or context thereof shall be deemed to mean and include its successors and assigns) and having its office at NH-44, BypassTurari, Jhansi Road Gwalior, 475001, Madhya Pradesh, India

WHEREAS

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- A. DGguru is engaged in the business of mentoring and coaching service through the platform and/or mobile application (MentorKart), MentorKart is brand of DGguru Learning Solutions Pvt Ltd
- B. UNIVERSITY /COLLEGE and MentorKart desirous of availing the Mentorkart Mentorship platform offering for its Students /Startups.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this MOU and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. **MentorKart Value Proposition:** MentorKart as part of this MOU special offerings is to give access to its ecosystem of Industry mentors, Access to Student Mentorship Programs and help University /College. As mentorship and academia-Industry connect is one of the major agenda of many accreditation agencies hence our major aim is to uplift the industry mentorship ecosystem to make students industry and future ready and enhance Academia-Industry Connect with the fellow University.

MentorKart currently offer following services, those are listed in App plans, and they keep updating based on the requirements and future upgrades,

A. Annual Subscription (Offered Free to ITM UNIVERSITY, Students)

- **Student Mentorship Program (SMP)**
- **Startup Entrepreneurship Program (SEP)**
- 6 Chapters, 22 Modules and 60 Capsules -Video’s
- Student usage report in the prescribed format every month



- **New Premium content** gets added every month
- Milestone based **Assessment** and **Certificates**
- SMP Special **Live Classes** by Mentors, Coaches and **Industry Mentors** from established companies, startups, Corporates
- **Group Chat** with Mentors & industry experts
- Upto 50% discount on all other pay per use services / add-on & Premium services to University /College students
- Subscription can be renewed on mutually agreed basis every year

B. Other Premium Services (Pay Per Use not included in subscription)

- Industry focused mentorship (1 to many) for students. Prices are subject to the industry and type of skill to be delivered. Same can be discussed when commercial engagement is being finalized.
- **1:1 Mentorship** on video calls with mentors (20% off on listed price)
- 3 months and 6months **Mentorship Packages** with mentors through video call and **1:1 chat**
- Premium **Master Classes** by Industry Experts and Mentors
- **Business Leadership Program (BLP)** + Free Pass for all paid event (For Leadership)
- Or any other Premium Contents being added on every month
- **Placement Assistance Services with committed deliverables**
- Or any other additional pay per use courses or programs being launched by MentorKart time to time

2. Engagement Model:

MentorKart offers following engagement model for the benefits of University & Students

University /College and MentorKart sign two party agreement where Mentorkart defined services are being offered to students (As listed above) for specific period of time and then renewed on mutual agreed terms after that. There is no obligation to take paid services to start the engagement and University can start from Free subscription

3.0 Expectation from University

- Communicate to All students of University /College about our collaboration and onboarding process of students
- Circulate all Program brochures /material shared by MentorKart about offerings time to time or allow MentorKart to do this
- MentorKart Platform is for Students and Startups both, so we expect communication to go to all students for their benefits
- Both parties can use each other logos for displaying partnerships for event, conferences, Social media campaign for outreach programs
- MentorKart to be announced official Mentoring Partner for University /College, **this will be announced in all campaigns by both parties on every type of media (social, print or digital)**
- Both parties may announce University /College as Model Campus for Industry Mentorship by MentorKart in all Media communication



3.1 Process and Guidelines for Student onboarding

To be discussed as per mutual agreement. Objective will be on board all students of University /College to be on MentorKart,

4.0 Commercial Terms: all commercial terms will be signed between MentorKart &University /College

- Contract Period is 12 Months with Free access of Student Mentorship Programs & Startup Entrepreneurship Program for Incubation and mutually agreed after that
- Agreement Validity for 3 years and renewed after that on mutual understanding
- MentorKart reserve all rights to change content /offerings time to time as per industry /market demands
- Above list is as per listing of services as on today, always latest MentorKart App update to be referred
- MentorKart onboards Mentors from Across India and global mentors are also there from all industry verticals
- In case university would like to opt for Paid Services mentioned in option B at some point of time same can be discussed and mutually agreed there is no obligation to purchase any paid plans /services
- In case Student would like to buy any of the Paid services they can go ahead and buy at discounted prices given to University /College Students through Coupon code issued for the same

2. ARBITRATION

- 2.1. In the event of any controversy or claim arising out of or relating to this MOU, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation and if settlement is not reached within sixty days, any unresolved controversy claim shall be settled by arbitration. The number of arbitrators shall be three. One arbitrator will be appointed by each party and the third arbitrator will be appointed by the two arbitrators nominated by parties. The place of arbitration shall be Delhi. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

3. CONFIDENTIALITY

- 3.1. Confidential Information exchanged or which may be exchanged between the parties is confidential and shall not be reproduced, copied or disclosed to any third parties.

4. GENERAL PROVISIONS



- 4.1. This MOU shall not be amended, modified, altered or changed in any way except by writing executed by the parties. A waiver by any Party of any provision of this MOU or a breach hereunder shall not be deemed to constitute a subsequent or future waiver of the same or any other provision or a breach of this MOU.
- 4.2. If any part of this MOU is declared invalid or unenforceable, the Parties shall, in good faith, consult with each other and adopt new provisions that will to the greatest extent permitted by law, place the Parties the same economic position that they would have been in had the invalid part of the MOU continued in effect and those portions of this MOU that have not been declared invalid or unenforceable shall remain in full force and effect.
- 4.3. No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Party of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.
- 4.4. This MOU constitute the entire understanding between the parties herein with respect to the transactions contemplated herein and cancel and supersede all previous written or oral negotiations, commitments and writings with respect to the transactions contemplated herein.
- 4.5. This agreement is being executed in duplicate. Each party shall retain one copy of the same.
- 4.6. All notices, communications and other correspondence required or permitted by this MOU shall be sent by email at the IDs on which the parties regularly correspond with each other in ordinary course of their dealings.

IN WITNESSES whereof the parties have signed this agreement at Delhi on the date, month and year first above written in the presence of each other

For DGguru Learning Solutions Private Limited,

Signature
Ashish Khare
Director & CEO

For University /College

Name Dr. S. S. Bhakar

Signature

Designation Vice Chancellor, ITM University Gwalior