

AGREEMENT

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into this day 26th of July, 2024 (the "Effective Date") on such terms and understanding by and between

ITM University, having its registered office at NH-44, Bypass Turari, Jhansi Road, Gwalior, Madhya Pradesh-475001, (here in after referred to as "University" which expression shall mean and include it successor sand permitted assigns) of the Part I

AND

Business Standard Pvt Ltd, having its registered office at Business Standard Pvt. Ltd H/3 84 ,Paragon center opp. century mills ,p.b.merg worli Mumbai-40001(here in after referred to as "Provider" which expression shall mean and include its successors and permitted assigns) of Part II

WHEREAS, it is being known that Dr. Omveer Singh, Registrar is the Authorised Signatory for ITM University Gwalior

WHEREAS, it is being known that Mr. Agnelo Dias is the Authorised Signatory for Business Standard Pvt ltd.

Whereas Business Standard Pvt Ltd.is in a business of providing Personalized B Smart App which includes and has offered the services to students of ITM University Gwalior.

Whereas ITM University is desirous of taking such services from Business Standard Pvt Ltdfor its students, Staff and faculty members.

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text 'BUSINESS STANDARD PRIVATE LIMITED' around the perimeter and 'MUMBAI' in the center.

NOW THEREFORE, both parties have decided to enter into this MOU, based on the objectives as mutually discussed, and it is hereby agreed as follows:

ITM University and Business Pvt Ltd., do hereby agree to provide the services (as listed in schedule I) to students of ITM University at such cost or charges as specified in schedule II of this MOU. These services these services mentioned here in shall be available to all the students including who are doing Short term Certificate programs, Skill development programs, diploma, undergraduate, postgraduate and doctorate (Ph.D.) programs and will be mandated in the fee structure of such programs.

This plan may also be available to staff, faculty at the discretion of Business Standard (at such price) as mutually decided by the parties here to.

1. Term. This MOU shall be effective for the period of three years and shall be renewed automatically unless terminated by either party by providing at least 90 days prior notice to the other party.

2. Services. The scope of services ("Services") to be provided and availed under this MOU is detailed in Schedule I attached here to.

These Services shall be subject to some additions and modifications at the so led is creation of the Provider which shall be intimated to the University time to time.

3. Non-exclusivity. The parties agree that the Provider has a discretion to provide these SERVICES to other Universities, Colleges etc. or any third party without providing any information or seeking approval from the University.

4. Payment. University shall pay such charges to the Provider as, mutually decided by the parties, specified in Schedule II of this MOU. This shall also include them ode of payment and other details pertaining to the services.

Any fee paid to the Provider shall be non-refundable. Each party shall be responsible for its own taxes and duties.



5. **Obligations.** Each party agrees to perform its duties as mentioned under this MOU University agrees to offer its students such services as listed in schedule I by the Part II

University shall maintain the records of all those student who have taken such services as listed in schedule I. All these records shall be shared by the University to the Provider at all times and university also agrees to maintain such records and documentations that are mandatory under any applicable law.

University shall make the payment as specified in schedule II in a timely manner to the Provider. Up on the termination of this MOU, University agrees and undertakes to pay any pending payment if due related to the services rendered by the Provider. Such outstanding payments owed by University shall be payable within a maximum period of 30days.

Provider shall be obligated to provide Services to all the students who have taken the services as listed in schedule I.

Provider shall ensure compliance of all statutory obligations related to the services rendered as listed in schedule I

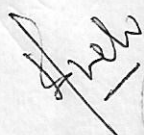
In case of any dispute the parties agrees to resolve the same within a period of 30 days initially through mutual discussions and then through arbitration as specified here under.

6. **Communication.** Both parties here by agree to identify and assign a single point of contact for resolving any issues, if any, including notices, writing and other communication sunder this MOU

Dr. Shyam Akashe (ITM University) deanicp@itmuniversity.ac.in email id

Pramod Pandey (Business Standard Pvt Ltd.) pramod.pandey@bsmail.in email id

7. **Intellectual Property Rights.** Each party here by agree that all intellectual property, brands and trademarks, company information, processes, know-how, techniques, commercial and technical data, documentation, marketing and counseling materials and data remain the exclusive property of individual parties and shall not be used by either Party in any manner whatsoever. This would be applicable during the period of this agreement and after the expiration of this agreement.



8. Force Majeure. Neither party shall be liable to the other party for failure or delay in the performance of any of its obligations under this MOU for the time nor to the extent such failure or delay is caused by force majeure or reasons beyond the reasonable control of the concerned Party. This will not however apply to the obligation to make accrued payments and if the parties are unable to resume their activities the parties shall mutually agree to discontinue and terminate the agreement. Under these circumstances, the Provider reserves a right to recover all the pending amount within a maximum period of 30 days from the University.

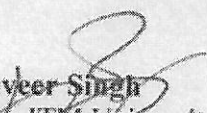
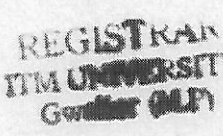
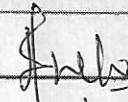
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India. The parties submit to the exclusive jurisdiction of the Courts of Mumbai over matters relating to or arising from this MOU.

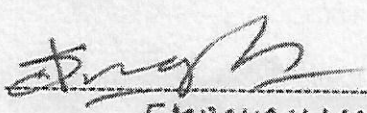
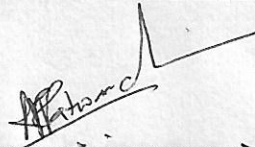
10. Severability. If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

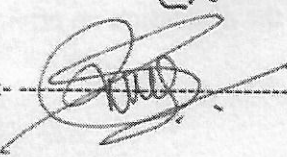
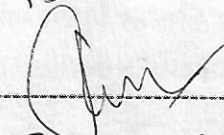
11. Dispute Resolution. The parties do hereby agree that the construction, validity and performance of this agreement shall be governed by and applied in accordance with the Indian laws. Any dispute arising with regard to any aspect of this agreement shall be settled through mutual consultation, otherwise both parties agree that the dispute will come under the purview and provisions of Indian Arbitration and Conciliation Act 1996 of Government of India and are of jurisdiction will be preferred at the courts of Mumbai, India.

In witness where of, the parties to this MoU through their duly authorized representatives have executed this MoU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth therein. This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy thereof.

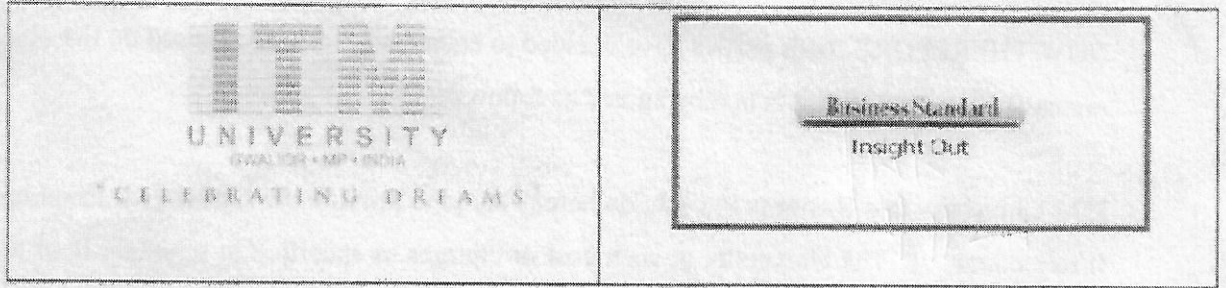


For : ITM University	For: Business Standard Pvt Ltd.
<p>Signatures _____</p> <p>Date <u>28th August 2024</u></p> <p>SEAL</p> <p> Dr. Omveer Singh Registrar, ITM University Gwalior NH-44 Bypass Turari, Jhansi Road, Gwalior, Madhya Pradesh-475001</p> <p>SEAL </p>	<p>Signatures <u></u></p> <p>Date <u>19/9/24</u></p> <p>SEAL</p> <p>Mr. Agnelo Dias GENERAL MANAGER Address-Business Standard Pvt Ltd H/3 84, Paragon Centre opp. Century Mills, P.B. Merg Worli Mumbai-400013</p> <p>SEAL</p>

Witness 1:-  Witness 1:- 
[KESHAV KANSANA] Anil Patwardhan

Witness 2:-  Witness 1:- 
(Dr. Shyam Akashe) Rupa Chavan





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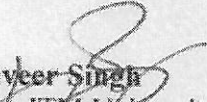
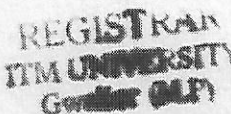

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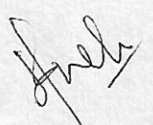
In witness where of, the parties to this MoU through their duly authorized representatives have executed this MoU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth therein. This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy thereof.



For : ITM University	For: Business Standard Pvt Ltd.
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Witness 1:-  Witness 1:- _____
[KESHAV KANSANA]

Witness 2:-  Witness 1:- _____
(Dr. Shyam Akashe)



Schedule I by Part II

SERVICES

- ✓ Case Studies
- ✓ Current Affairs
- ✓ Business News
- ✓ Stock & share Market Updates
- ✓ Quizzer
- ✓ Polls
- ✓ News
- ✓ Buzzword
- ✓ Videos
- ✓ Interview Tips
- ✓ Resume Tips



**Schedule II by
Part I**

- ❖ Rs500/-Per student with minimum 500 enrollments every year.
- ❖ Any change in the minimum enrollment will subject to the discussion on pricing which will be mutually decided by both parties here to.

