

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into as of the 31st day of August 2023, between Futurebacked Solutions Private Limited located at 7-2-1735, Flat No.202, Street No.2, Czech Colony, Sanath Nagar, Hyderabad, TG 500018, India, and RV Institute of Management (referred to as "RVIM"), located at 36<sup>th</sup> Cross, 26th Main, 4<sup>th</sup> 'T' Block, Jayanagar, Bengaluru, Karnataka 560041.

WHEREAS Futurebacked specializes in facilitating knowledge exchange, student and faculty exchange programs, and joint degree programs with partner schools globally.

WHEREAS RVIM desires to engage Futurebacked for projects related to the aforementioned areas of expertise, including ground travel, accommodations, food, and lodging.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, RVIM and Futurebacked agree as follows:

**1. Purpose:**

This MoU aims to enhance the educational experiences of students and professionals from both institutions through mutual cooperation. It seeks to facilitate the exchange of knowledge, ideas, and resources, as well as the development of joint programs and certifications.

**2. Areas of Cooperation:**

Both parties agree to collaborate in the following areas:

- a. Exchange Programs: Facilitate student and faculty exchanges, including short-term visits, internships, or study abroad programs.
- b. Knowledge Sharing: Promote the exchange of academic and research materials, publications, and best practices.
- c. Joint Degree Programs: Develop and deliver joint academic programs leading to dual degrees or collaborative certifications.
- d. Online Certifications: Explore collaborations on the delivery of online courses, certifications, or professional development programs.
- e. Research Collaboration: Encourage joint research initiatives, including grant applications and participation in research projects.

**3. Responsibilities:**

- a. Both parties shall appoint liaison officers to coordinate activities, communication, and monitor collaborative initiatives.
- b. The parties shall jointly identify areas of mutual interest and prioritize collaboration efforts based on expertise and resources.
- c. Resources shall be allocated as required, subject to the availability of funds and resources.

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FUTUREBACKED SOLUTIONS PRIVATE LIMITED

Address: 7-2-1735, Flat No.202 Street No.2, Czech Colony, Sanath Nagar Hyderabad TG 500018 IN

CIN: U80301TG2021PTC153943

Email: admin@futurebacked.com

4. **Duration:**

This MoU shall be effective upon signing and remain in force for 3 years. It may be extended or revised by mutual written agreement.
5. **Intellectual Property:**
  - a. Jointly created intellectual property shall be governed by a separate agreement.
  - b. Both institutions shall respect and protect each other's intellectual property rights.
6. **Termination:**

Either party may terminate this MoU by providing [3 months] written notice. Termination shall not affect ongoing joint programs unless mutually agreed otherwise.
7. **Confidentiality:**

Both parties shall maintain the confidentiality of sensitive information, trade secrets, and proprietary data shared during collaboration, unless agreed otherwise in writing.
8. **Governing Law:**

This MoU shall be governed by the laws of India, with disputes subject to the exclusive jurisdiction of local courts.
9. **Deliverables:**

RVIM engages Futurebacked to facilitate collaborations with partner schools globally to design, develop, and deliver training content and student experience.
10. **Futurebacked's Covenants:**

Futurebacked covenants to RVIM as follows:

  - (a) Futurebacked will comply at all times with all applicable laws and regulations of any jurisdiction in which Futurebacked acts.
  - (b) Futurebacked will comply with all applicable RVIM policies and standards and shall carry out the Project in a manner consistent with the ethical and professional standards of RVIM.
  - (c) Futurebacked shall not use RVIM's name in any promotional materials or other communications with third parties without RVIM's prior written consent.
11. **Confidentiality:**

During the course of carrying out the Project, Futurebacked may have access to information that (i) relates to RVIM and/or its client(s)' past, present, or future research, development, or business activities and any proprietary products, materials, services, or technical knowledge, and (ii) is regarded as confidential by RVIM ("Confidential Information"). The following subsections shall apply:

  - (a) The Confidential Information may be used by Futurebacked only to assist Futurebacked in connection with the Project.

(b) Futurebacked will protect the confidentiality of the Confidential Information in the same manner that Futurebacked protects their own confidential information of like kind. Access to the Confidential Information shall be restricted to Consultant and RVIM personnel. Consultant shall not disclose Confidential Information to any third party.

(c) The Confidential Information may not be copied or reproduced without prior written consent.

(d) Nothing in this Agreement shall prohibit or limit Futurebacked's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to Futurebacked, (ii) independently developed by Futurebacked, (iii) acquired by Futurebacked from a third party which is not, to Futurebacked's knowledge, under an obligation to RVIM not to disclose such information, or (iv) which is or becomes publicly available through no breach by Futurebacked of this Agreement.

**12. Term:**

This Agreement shall be effective as of 31st August, 2023, and shall terminate on 31st August, 2026 unless the term is extended pursuant to express written agreement of the parties.

**13. Termination:**

In the event that there is an event constituting an extreme circumstance (acts of God such as floods, weather, or other natural calamities, or man-made acts such as terrorism, political unrest, or travel closures), this clause may be rescinded.

**14. Notice:**

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective when delivered personally to the party or in an acknowledged email.

**15. Complete Agreement:**

This Agreement sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

**16. Limitation of Liability:**

In no event shall either party be liable for any consequential, incidental, punitive loss, damage, or expenses (including but not limited to business interruption, lost business, or savings), even if they have been advised of their possible existence.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

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FUTUREBACKED SOLUTIONS PRIVATE LIMITED

Address: 7-2-1735, Flat No.202 Street No.2, Czech Colony, Sanath Nagar Hyderabad TG 500018 IN

CIN: U80301TG2021PTC153943

Email: admin@futurebacked.com

Please signify your acceptance of this proposal by signing this Memorandum of Understanding. We eagerly look forward to our collaboration for the advancement of education and knowledge.

Yours sincerely,



Ms. Nandini Ghosh  
Co-Founder and Director  
Futurebacked Solutions Private Limited

Agreed and Accepted



Dr. Purushottam Bung  
Professor and Director  
RV Institute of Management

**Dr. Purushottam Bung**  
**Professor & Director**  
**RV Institute of Management**  
CA-17, 36th Cross, 26th Main, 4th 'T' Block,  
Jayanagar, Bengaluru - 560041.

## **India Site License**

### **Case Starter**

**2023 – 2024**

This Agreement establishes the relationship **RV Institute of Management**, and Harvard Business School Publishing (HBSP) regarding membership in the India Site License Program and the terms associated with it.

Harvard Business School Publishing publishes cases, reprints, and book chapters **RV Institute of Management** is a qualified institution of higher learning in India that wishes to use HBSP materials in its management degree, diploma and/or Executive Education programs. Accordingly, HBSP hereby licenses Institution on a non- exclusive basis to use the HBSP Materials specified according to the terms and conditions of this Agreement.

#### **Term and Territory**

1. This Agreement shall be effective from **1<sup>st</sup> November 2023 until October 31<sup>st</sup> 2024**
2. This Agreement is effective in India only. It excludes programs that the Institution operates at campuses or other locations outside India.
3. Upon the termination of this Agreement, all rights revert to HBSP and Institution shall immediately thereafter discontinue reproduction and sale of the Materials. Within six months after the termination or expiration of the Agreement, a final accounting shall be made.

#### **Access to Materials**

Institution will obtain electronic access to master copies of and/or links to HBSP materials through HBSP's single click service, and will in turn distribute these copies to its duly enrolled students in print format. Electronic distribution of SingleClick links is not permitted, unless provided for under Schedule W. Unlicensed use of the Materials will result in immediate termination of the Agreement. Institution agrees to the following terms and conditions:

1. Institution is responsible for diligently enforcing the terms of this Agreement, and in particular for seeing that only authorized users can access the products, that only genuine HBSP licensed content is used, and that all information, including the number of actual users, is fully and accurately reported to HBSP. Failure to adhere to these requirements is grounds for immediate termination of this Agreement.

2. Institution will not share its username identification and password beyond those authorized by HBSP policies, and shall not disclose the identity or location of the links from which it accesses Materials.
3. Institution may use electronic masters only for production of course materials during the term of this agreement. Whether protected or unprotected, the content files which contain the electronic masters remain the property of Harvard Business School Publishing, and are authorized for use only by those staff members of Institution involved in course pack production for students. Electronic redistribution of protected or unprotected content files is not permitted. The masters themselves must not be stored, saved, emailed, shared, or posted on any course site. Doing so is in direct violation of the agreement and the school will be held liable for copyright violation.
4. Institution will assign no more than two administrators to be the designated people responsible for downloading master copies and reporting activities. Institution will provide contact information for the administrators to HBSP by emailing [acadlicenses@hbsp.harvard.edu](mailto:acadlicenses@hbsp.harvard.edu).
5. Institution will report to HBSP any violations of these terms, and any unauthorized access to, or unauthorized use of, HBSP materials, and will assist HBSP as requested in any subsequent investigation.

If HBSP notifies Institution of any cases withdrawn Institution agrees to remove such cases from any filing system -- print or electronic -- immediately and to cease the production of these items. Institution shall remove all masters from any filing system within 6 months of use.

Institution agrees not to use any HBSP materials that have not been supplied by HBSP without prior written approval, nor to permit sale or distribution of unapproved versions of HBSP materials. This license supersedes any right and any reporting mechanism of any Reproduction Rights Organization (RRO) or other collective copyright management organization for which Institution might otherwise be eligible.

### **Reporting and Payment**

This license covers three payment models:

#### **Flat fee license:**

- For Schedule A materials used in the degree-granting programs listed in Schedule K, the fee for this license during the Contract Term is a flat fee calculated as follows:

**USD \$30 for each full time 2 year degree / diploma student** enrolled during the Contract Term or any part of the term.

- The account number for these programs will be:
- HBSP will bill Institution in one installment and will send the invoice upon contract signing. At the end of the contract term, HBSP will issue an additional invoice incorporating any adjustments necessary due to discrepancies between estimated enrollment and actual reported enrollment.

Institution will report each period's usage to the HBSP Sales Coordinator based on the schedule below, using the reporting template provided by HBSP:

February 1<sup>st</sup>, 2024

May 1<sup>st</sup>, 2024

August 1<sup>st</sup>, 2024

November 1<sup>st</sup>, 2024

Institution will make every reasonable effort to capture the status of product usage in Executive Education non-degree programs and will accurately report the results thereof. Usage for non-degree Executive Education programs must be reported separately from other orders. Each reporting period will include all days since the last submitted report. A report must be submitted via email even if there was no activity in the period.

Institution will pay invoices generated by HBSP in a timely manner, in accordance with HBSP's terms and conditions as stated on each invoice

### **Tax Indemnity:**

The payments to be made under the contract are net of all taxes and the Institution shall be responsible for any income tax and Indian indirect taxes like service tax, value added tax, goods and services tax, and other similar taxes, as may be applicable, attributable to the payments made or to be made under this contract to HBSP. The licensee hereby agrees to indemnify, hold harmless from against any and all fines, penalties, taxes (including interest thereon) (collectively "Liabilities") that may arise in India, asserted against HBSP to the extent that such Liabilities result from the default in payment of taxes attributable to the payments made or to be made to HBSP in India.

### **Copyright and Trademarks**

All materials are copyrighted by HBSP or President and Fellows of Harvard College. This license conveys no right, title or interest in the intellectual property comprising the materials other than as specifically provided herein. Institution shall ensure that a printed copyright notice appears on each reproduced copy of the Materials in the format noted in Schedule T. Institution acknowledges that the names, marks, graphics and designs listed in Schedule U are the exclusive property of HBSP and/or President and Fellows of Harvard College. All names, marks, shields, graphics and designs to which this paragraph refers are collectively referred to herein as "trademarks", whether or not registered as trademarks in India.

Institution will promptly notify HBSP if it becomes aware of any piracy, counterfeiting, or other unauthorized use of trademarks or copyrighted material, and shall cooperate with HBSP in responding to such unauthorized use.

### **Right of Inspection**

Institution will maintain books and records to document all copies of the materials accessed by Institution users for a period of not less than two years. HBSP and/or its authorized representatives shall have the right during normal business hours to inspect, at its own expense. Institution books and records insofar as they pertain to the distribution of the materials pursuant to this Agreement. If any inspection discloses inaccurate reporting of past usage, and that inaccurate reporting resulted in over- or under- estimation of the license fee to which HBSP is entitled hereunder, the appropriate amount shall be immediately paid or refunded to the party entitled thereto. Should such audit uncover errors or omissions greater than 10% of what was reported for the period examined, Institution shall reimburse HBSP for the cost of the audit.



Force Majeure Event

Each party is excused from performance under this Agreement and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of such party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, acts of war or terrorism, actions or regulations of governmental authorities, epidemics, pandemics or other hazards to public health, and similar occurrences. The party who has been so affected shall promptly give written notice to the other party and shall use its best efforts to resume performance when the force majeure has abated

Dr. Friedrich...  
Professor...  
RV...  
CA...  
T. Block

Notices

All notices under this license agreement will be sent to:

a. For HBSP:  
Brandon Hight  
Sr. Director(Americas) and Customer Success  
Harvard Business School  
Publishing  
20 Guest Street, Suite 700  
Brighton, Massachusetts 02135  
United States

b. for RV Institute of Management  
Dr. Purushottam Bung  
Professor & Director  
RV Institute of Management, CA 17, 36th Cross Rd, 4th T  
Block East, Jayanagara 9th Block, Jayanagar, Bengaluru,  
Karnataka 560041

Agreed to on behalf of:

HBSP

Brandon Hight

Sr. Director(Americas) and Customer  
Success

Signature

Date:

*Brandon Hight*

8/30/2023

For, for RV Institute of Management

Dr. Purushottam Bung  
Professor & Director

*Dr. Purushottam Bung*

Signature: **Dr. Purushottam Bung**  
Professor & Director  
Date: **RV Institute of Management**  
CA-17, 36th Cross, 26th Main, 4th 'T' Block,  
Jayanagar, Bengaluru - 560041.

## SCHEDULE A

### Materials

1. Unrestricted individual Harvard Business School printed Cases and Notes
2. Harvard Business Review reprints, including HBR Article Collections
3. All HBSP Newsletter reprints
4. HBS Press standalone book chapters\*
5. HBSP Brief Cases
6. HBS Color Case items\*\*
7. HBS Case Videos\*\*\*
8. HBS Multimedia Cases
9. Third Party case collections and article collections distributed by HBSP

### EXCLUSIONS:

1. HBS Restricted Case items
2. HBS Case Teaching Notes
3. Core Curriculum

*\*Book chapters that have not been digitized and provided to Institution via the delivery process specified in this agreement must be cleared through HBSP's Permissions Department.*

*\*\*Color case items must be reproduced in color only. Black and white copies of color cases are in violation of this agreement.*

*\*\*\*This agreement covers permissions-based use of these materials. HBSP will provide single hard copies to be used as masters for reproduction.*

*eLearning materials not listed here are governed by a separate ordering and delivery process and must be obtained by contacting HBSP Customer Service directly.*

**SCHEDULE K**

**Programs Covered by Flat Annual Fee**

Product usage in the programs listed below is covered under the flat fee for the duration of the contract term.

**Degree/Diploma Programs**

<b>Name of Program</b>	<b>Number of Participants</b>	<b>Fee per students (US \$)</b>	<b>Total Fee (US \$)</b>
MBA 1st Year	180	\$30	\$5,400
<b>Fee for Contract Term</b>			\$5,400

- Cases for any other academic program not covered under the contract shall be billed separately prevailing discounting rates for India Region

**Invoicing Schedule for Flat Fee account:**

September 1<sup>st</sup> 2023                      \$5,400

## SCHEDULE T

### Copyright Notice

1. HBS Cases:

The credit line and copyright notice specified below shall appear at the bottom of the first page:

Copyright © (year of publication) by the President and Fellows of Harvard College. All rights reserved. Reprinted with permission.

2. Harvard Business Review reprints, HBSP Newsletter reprints, and HBSP Brief Cases:

The credit line and copyright notice specified below shall appear at the bottom of the first page:

Copyright © (year of publication) by Harvard Business School Publishing. All rights reserved. Reprinted with permission.

3. Harvard Business School Press standalone book chapters:

The credit line and copyright notice specified below shall appear at the bottom of the first page:

Copyright © (year of publication) by Harvard Business School Publishing. All rights reserved. Reprinted with permission.

## **SCHEDULE U**

### **Rules for Use of Harvard Business School Publishing Names, Trademarks and Logos**

All customers and distributors must adhere to the following rules for the use and display of Harvard Business School Publishing names, trademarks and logos. These rules are binding on you, and failure to adhere to them is grounds for termination of the relationship.

1. You are authorized to use the name HARVARD BUSINESS SCHOOL PUBLISHING, HARVARD BUSINESS PUBLISHING, the initials HBSP, and the Harvard Business School shield when accompanied by the HBSP name or initials.
2. With the exception of Paragraph 3, you are not authorized to use the Harvard Business School shield standing alone; nor the names HARVARD, HARVARD BUSINESS SCHOOL, HBS; nor any other variation of the names or shields of Harvard University or Harvard Business School. For example, you may use HARVARD BUSINESS Press, NOT Harvard Business School eLearning.
3. You may use the name HARVARD BUSINESS SCHOOL CASES when referring to those cases.
4. You may use only logo files that we provide to you.
5. You may not register any trademark that contains the word HARVARD, any Harvard shield or logo, the initials HBS or HBSP or any other reference to Harvard, nor any words or marks similar to these.
6. If you have any questions or uncertainty as to these rules, contact us and we will advise you on proper compliance.
7. Harvard Business School Publishing reserves the right to change or amend these rules at any time. If we do, we will notify you and advise you on proper compliance.
8. Advertising copy, marketing materials, or press releases (print or online) referencing the above-mentioned trademarks or using the above mentioned logos must receive prior approval in writing from HBSP.

## **Harvard Business School Publishing Boilerplate**

The following text may be used at your discretion to acquaint users with HBSP:

### **About Harvard Business Publishing**

Harvard Business Publishing was founded in 1994 with a mission to improve the practice of management in a changing world. As part of that mission, the HBP Higher Education group serves the finest learning institutions worldwide with a collection of more than 7500 case studies, journal articles, books, and eLearning programs, including online courses and simulations. Through its Educator's Web Site and regional teaching seminars, Harvard Business Publishing provides teachers and students with the tools to create courses and classrooms that foster transformative business education. For more information, please visit our website at [www.hbsp.harvard.edu/educators](http://www.hbsp.harvard.edu/educators).

### **Endorsements**

Publication of endorsements from HBSP customers and/or HBSP staff must be fact-checked with the source prior to publication. HBSP staff quotes must be attributed to the individual with their full name, job title, and HBSP included with the quote.

### **URLs**

The URL for the Harvard Business Higher Education Web site is: [www.hbsp.harvard.edu/educators](http://www.hbsp.harvard.edu/educators)

## Schedule W

### Electronic Distribution

HBSP grants Institution the right to electronically deliver SingleClick links to its students with the following conditions:

Institution will ensure that electronic Materials are only available to students currently registered under this site license agreement and that these materials are only accessible through the Institution's password protected course environment, and cannot be accessed, emailed or distributed through any other method. Furthermore, Institution will ensure that these students have access only to Materials for courses in which they are enrolled.

Institution agrees to communicate HBSP's usage guidelines for Materials distributed electronically to its end users, and agrees to monitor end user behavior to ensure that usage guidelines are followed.

Institution shall take all reasonable precautions to protect HBSP Materials from unauthorized transmission, downloading, printing, or other unauthorized use.





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA24547836775652V  
 Certificate Issued Date : 12-Jul-2023 04:22 PM  
 Account Reference : NONACC (FI)/ kaksfcl08/ VIJAYANAGAR2/ KA-RJ  
 Unique Doc. Reference : SUBIN-KAKAKSFCLO826297428035338V  
 Purchased by : NORTHSTAR ACADEMY  
 Description of Document : Article 37 Note or Memorandum  
 Description : MEMORANDUM OF UNDERSTANDING  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : NORTHSTAR ACADEMY  
 Second Party : RV INSTITUTE OF MANAGEMENT  
 Stamp Duty Paid By : NORTHSTAR ACADEMY  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line

**Memorandum of Understanding**

This Agreement of Understanding (hereinafter referred to as the "Agreement") is entered into and executed at RV Institute of Management , CA-17,36<sup>th</sup> Cross, 26<sup>th</sup> Main, 4<sup>th</sup> T Block , Jayanagar, Bangalore-560041 on this 14th July 2023 (hereinafter referred to as the Effective Date) by and between:

NorthStar Academy, located at #8, XL Tower, CL Layout, Hosur Main Road, Adugodi, Near Nexus Mall, Koramangala, Bangalore – 560029, India has GSTIN: 29ABIPW1516Q1ZR (hereinafter referred to as NSA) or the First Party.

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using the Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



AND

RV Institute of Management, CA-17,36th Cross, 26th Main, 4th T Block , Jayanagar, Bangalore- 560041  
(hereinafter referred to as an "Institutional Partner" or the **Second Party or the SPSU.**)

For the purpose of this agreement, NSA and Institutional Partner have been individually referred to as a "Party" and collectively as "Parties".

**Whereas:**

NSA upskills students and professionals across the world to help them be future-ready and enable their career progression, particularly in the field of accounting, finance and management accounting and Industry Integrated Specialization Program. Founded in the year 2017, NSA offers globally recognized certifications in accounting, finance and management accounting.

**1. About NSA**

- (a) NSA is the gold-approved course provider with the **Institute of Management Accountants, USA**, (hereinafter referred to as "IMA") to offer the US CMA (or Certified Management Accountant) program.
- (b) NSA is a registered course provider with the **American Institute of Certified Public Accountants** (hereinafter referred to as "AICPA").
- (c) NSA is a preferred content provider of **Becker International, USA** to provide training for CMA/CPA Certifications.
- (d) NSA is also an official partner with **Gleim Publications, USA** for Certified Internal Auditor and Enrolled Agent certifications.
- (e) NSA is a preferred partner with **Wiley Efficient Learning** to offer industry recognised certifications in Forensic Accounting, Data Analytics, Cyber Security, Block Chain, AI and ML and a lot more.

NSA also provides various other courses in the field of finance and management accounting including:

- Certified Public Accountants (CPA);
- Certified Management Accountants (CMA)
- Association of Certified Chartered Accountants (ACCA);
- Financial Risk Management (FRM);
- Certified Financial Analyst (CFA)
- Certified Internal Auditors (CIA);
- Investment Banking (IB);
- Diploma in IFRS and Finance for Non Finance
- Other short term and skill based courses in Finance, Accounting and Management Accounting

*Private and Confidential*



## 2. Responsibilities of NSA

NSA hereby agrees to provide online live interactive and classroom training (Hybrid) at an amicable timing basis in consultation with the Institutional Partner. The mode of training is subject to the number of students as laid out in Annexure A and Annexure B .

## 3. Responsibilities of Institutional Partner

The Institutional Partner shall give the platform to conduct the classes and other arrangements regarding the payment of fees NSA should collect directly form the students detailed as detailed out in Annexure A for the Financial year 2023-2024 and Annexure B from the Financial year 2024 onwards.

## 4. Confidentiality

The Parties have agreed to keep the contents of this agreement confidential and not disclose the contents of this Agreement. The Parties have also agreed not to disclose any information obtained during the course this agreement or anytime thereafter.

## 5. Communication

All communication between the Parties shall be by way of emails. Any important matter or notices to be given should be provided by way of a registered post.

<b>NorthStar Academy</b> <b>Name:</b> Girish Nair <b>Designation:</b> Vice President – Institutional Relations <b>Address:</b> #8, 2 <sup>nd</sup> Floor, XL Tower, CL Layout, Hosur Main Road, Adugodi, Near Nexus Mall, Koramangala, Bangalore – 560029 <b>Email Id:</b> girish.n@northstaracad.com institutions@northstaracad.com <b>Contact Number:</b> +91 89040 88103   +91 81474 70707	<b>Institutional Partner:</b> <b>Name:</b> Dr. Purushottam Bung <b>Designation:</b> Professor, & Director <b>Address:</b> CA-17, 36 <sup>th</sup> Cross, 26 <sup>th</sup> Main, 4 <sup>th</sup> T Block, Jayanagar, Bangalore; 560041 <b>Email Id:</b> <a href="mailto:director.rvim@rvei.edu.in">director.rvim@rvei.edu.in</a> <b>Contact Number:</b> +91 7411339344
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## 6. Tenure

The Agreement shall be valid initially for a period of three years and the Agreement will be automatically renewed for a subsequent period of three years, unless terminated in writing.

## 7. Other Terms and Conditions

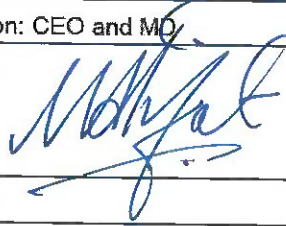


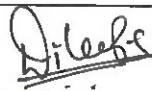
Private and Confidential



- (a) Both the Parties shall have the right to terminate the MoU in the event of a violation of any of the conditions agreed herein, by giving three months' notice to the other Party. In such an event any student already admitted shall be enabled to complete their course of study and appear for the relevant examination. The obligation of both the Parties will continue to be in force during such period irrespective of termination of the MoU.
- (b) In case the parties decide against the further renewal of the agreement after expiry of the tenure, it shall be the responsibility of both parties to ensure that the student already enrolled shall continue and complete the course as per the provision of this MoU and for this purpose, the MoU shall be considered operative in full force.

This agreement, the construction and enforcement of its terms and the interpretations of its rights and duties of the Parties hereto shall be subject to and be governed under the laws of India, and any conflict thereon shall be tried by the component of Bangalore Jurisdiction.

In witness thereof, the parties to this Agreement have hereunto subscribed their respective hands by its authorized signatories on the date of first above mentioned, in presence of the witnesses.

For NorthStar Academy	For RV Institute of Management
Name: Mr. M Irfat	Name: Dr. Purushottam Bung
Designation: CEO and MD	Designation: Director
Signature 	Signature 
Witness1:	Witness 1 :
Name: Mr. Arun Harshan	Name: Dr. Dileep
Designation: General Manager – Institutional Relations	Designation: Asst. Professor
Signature 	Signature 

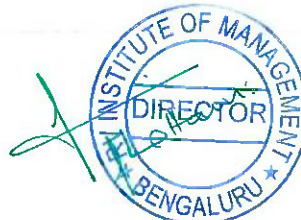


## Annexure A

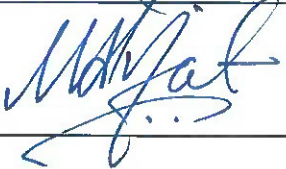

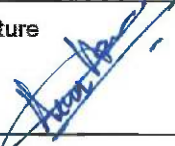
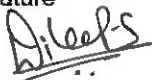
**Commercial Terms for MBA with Enrolled Agent  
for the Financial Year 2023 - Financial Year 2024 with  
RV Institute of Management ( Semester II to Semester III)**

SI	Items	Details
(a)	NSA Offerings	<ol style="list-style-type: none"> <li>1. Provide EA Approved Material</li> <li>2. Provide Admission Support</li> <li>3. Provide LMS, Test Bank &amp; Video Access</li> <li>4. Provide Training, Admission &amp; Examination Support</li> </ol>
(b)	Payment Terms	<p><b>To be Paid Directly by the Students to NSA in 2 semesters:</b></p> <ol style="list-style-type: none"> <li>1. Study Materials = INR 40,000 per students.</li> <li>2. Examination Services: INR 12,500 per student</li> <li>3. Admission Support: INR 12,500 per student</li> </ol> <p><i>Note: No additional GST shall be charged over and above the mentioned fees.</i></p> <p><b>Beginning of Semester 2:</b></p> <ol style="list-style-type: none"> <li>1. Study Material: INR 20,000/-</li> <li>2. Examination Services: INR 6,250/-</li> <li>3. Admission Services: INR 6,250/-</li> </ol> <p><b>Beginning of Semester 3:</b></p> <ol style="list-style-type: none"> <li>1. Study Material: INR 20,000/-</li> <li>2. Examination Services: INR 6,250/-</li> <li>3. Admission Services: INR 6,250/-</li> </ol>
(c)	EA Exam and Registration	<p><b>To be Paid Directly by the Students before appearing for exams (Fees are subject to change by the certification &amp; Evaluation body):</b></p> <ol style="list-style-type: none"> <li>1. PTIN Fees – \$35.95</li> <li>2. Examination Fees – \$203 for each part</li> <li>3. Enrollment to Practice before IRS (Options) – \$67</li> </ol>
(d)	Mode of Classes	Online + Classroom (Hybrid Training) subject to the minimum number of 20 students, else the batch shall be completely online.
(e)	Other support	1. NSA will facilitate guest lectures by industry experts/Alumni for

Private and Confidential



	(Complimentary by NSA)	<p>Institutional Partner as per a schedule mutually agreed upon from time to time.</p> <ol style="list-style-type: none"> <li>2. NSA will assist in campus placements for students who have cleared all the 3 parts of the EA Exam.</li> <li>3. NSA will conduct the Train the Trainer (TTT) program.</li> <li>4. NSA will place intern for the admission support only during the admission cycle.</li> <li>5. NSA will dispatch marketing collaterals i.e., brochure, standees, banner etc. for admission support.</li> <li>6. NSA will support Institutional Partner for program awareness online sessions.</li> </ol>
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For NorthStar Academy	For RV Institute of Management
Name: Mr. M Irfat	Name: Dr. Purushottam Bung
Designation: CEO and MD	Designation: Director
Signature 	Signature 
Witness1:	Witness 1 :
Name: Mr. Arun Harshan	Name: Dr. Dileep
Designation: General Manager – Institutional Relations	Designation: Assistant Professor
Signature 	Signature 

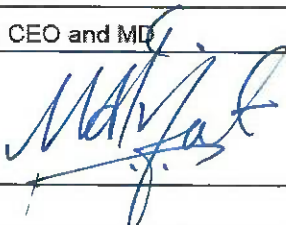
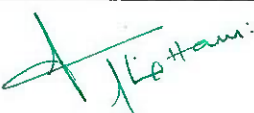
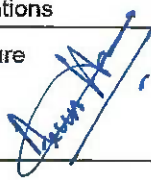
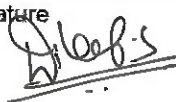


**Commercial Terms for MBA with Enrolled Agent  
for the Financial Year 2024 onwards with  
RV Institute of Management ( Semester I to Semester III)**

Sl	Items	Details
(a)	NSA Offerings	<ol style="list-style-type: none"> <li>1. Provide EA Approved Material</li> <li>2. Provide Admission Support</li> <li>3. Provide LMS, Test Bank &amp; Video Access</li> <li>4. Provide Training, Admission &amp; Examination Support</li> </ol>
(b)	Payment Terms	<p><b>To be Paid Directly by the Students to NSA in 3 semesters:</b></p> <ol style="list-style-type: none"> <li>1. Study Materials = INR 40,000 per students.</li> <li>2. Examination Services: INR 12,500 per student</li> <li>3. Admission Support: INR 12,500 per student</li> </ol> <p><i>Note: No additional GST shall be charged over and above the mentioned fees.</i></p> <p><b>Beginning of Semester 1:</b></p> <ol style="list-style-type: none"> <li>1. Study Material: INR 13,500/-</li> <li>2. Examination Services: INR 4,250/-</li> <li>3. Admission Services: INR 4,250/-</li> </ol> <p><b>Beginning of Semester 2:</b></p> <ol style="list-style-type: none"> <li>1. Study Material: INR 13,500/-</li> <li>2. Examination Services: INR 4,250/-</li> <li>3. Admission Services: INR 4,250/-</li> </ol> <p><b>Beginning of Semester 3:</b></p> <ol style="list-style-type: none"> <li>1. Study Material: INR 13,000/-</li> <li>2. Examination Services: INR 4,000/-</li> <li>3. Admission Services: INR 4,000/-</li> </ol>
(c)	EA Exam and Registration	<p><b>To be Paid Directly by the Students before appearing for exams (Fees are subject to change by the certification &amp; Evaluation body):</b></p> <ol style="list-style-type: none"> <li>1. PTIN Fees – \$35.95</li> <li>2. Examination Fees – \$203 for each part</li> </ol>



		3.Enrollment to Practice before IRS (Options) – \$67
(d)	Mode of Classes	Online + Classroom (Hybrid Training) subject to the minimum number of 20 students, else the batch shall be completely online.
(e)	Other support (Complimentary by NSA)	<p>1.NSA will facilitate guest lectures by industry experts/Alumni for Institutional Partner as per a schedule mutually agreed upon from time to time.</p> <p>2.NSA will assist in campus placements for students who have cleared all the 3 parts of the EA Exam.</p> <p>3.NSA will conduct the Train the Trainer (TTT) program.</p> <p>4.NSA will place intern for the admission support only during the admission cycle.</p> <p>5.NSA will dispatch marketing collaterals i.e., brochure, standees, banner etc. for admission support.</p> <p>6.NSA will support Institutional Partner for program awareness online sessions.</p>

For NorthStar Academy	For RV Institute of Management
Name: Mr. M Ifat	Name: Dr. Purushottam Bung
Designation: CEO and MD	Designation: Director
Signature 	Signature 
Witness 1:	Witness 1 :
Name: Mr. Arun Harshan	Name: Dr. Dileep
Designation: General Manager – Institutional Relations	Designation: Assistant Professor
Signature 	Signature 

Private and Confidential







## A Memorandum of Understanding

Between

**Synergy University, Moscow, Russia**

And

**R V Institute of Management, Bangalore**

**R V Institute of Management, Bangalore** and **SYNERGY UNIVERSITY, MOSCOW, RUSSIA** recognize the value of establishing a collaborative relationship and to explore, develop and implement joint activities that are mutually beneficial.

**R V Institute of Management, Bangalore** and **SYNERGY UNIVERSITY, MOSCOW, RUSSIA** hereby enter into memorandum of understanding to use their collective expertise and resources to promote academic exchange and cooperation in teaching and research in business for the mutual advancement of learning by:

- Promoting cultural and academic exchange for the students by a short/medium and long term student exchange programs / summer schools in various faculties run by the respective university.
- Promoting faculty exchange for better academic understanding and advancement.
- Involving faculty from both the institutions in preparing curriculum and imparting instructions in the newly established programs and arranged for the participation of faculties/students in seminars and conferences organized by the respective institutions.
- Involving faculties and students from both the institutions in preparing case studies relevant to the contemporary international business environment.
- Exploring possibilities of offering joint degrees for bachelor's/Masters level program in management, leadership and hospitality.
- Encouraging student exchanges at under/post Graduate levels; exchanging academic and technical information of mutual interest and identifying opportunities in joint research and development in specific disciplines of interest.



DocuSigned by:  
Purushottam Bung  
1545106DE864457

Dr Purushottam Bung  
Director  
R V Institute of Management  
Bangalore



Ms. Anastasia Shanshina  
Executive Director  
Department of International Business Affairs  
Synergy University, Moscow

Date: 12/16/2020

*Renewed on 17.02.2023 for 5 years  
Executive Director for International  
Affairs Synergy University*

*Anastasia Shanshina*



*Dr. Purushottam Bung  
Director, RVIM  
Bangalore*

*Purushottam:  
17.02.2023*

Dr. Purushottam Bung  
Professor & Director  
RV Institute of Management  
CA-17, 36th Cross, 26th Main, 4th 'T' Block,  
Jayanagar, Bengaluru - 560041.

# UOEC CONSULTANTS (OPC) PVT LTD

## Memorandum of Understanding

This binding memorandum of Understanding (Herein after "Memorandum" or "MOU" is dated July 2023 and is entered

### BETWEEN

UOEC Consultants OPC PVT LTD (referred to as UNIABROAD) Office located at 1332, 1st Floor, 24th A Main Rd, Kottalpalya, Jayanagara 9th Block, Jayanagara, Bengaluru, Karnataka 560069 India (Hereinafter referred to as "First party" which expression shall mean and include its legal heirs, administrators and permitted assigns),

### AND

RV Institute of Management, Bengaluru is an Autonomous post graduate institute affiliated to Bangalore city University, located in CA 17, 36th Cross Rd, 4th T Block East, Jayanagara 9th Block, Jayanagar, Bengaluru, Karnataka 560041 (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 with 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 the Memorandum.

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 intended to investigate the prospects of working together and/or to actually work together, on a project which will be referred to as "UNIABROAD CELL"
- (b) The project has the following purpose:

## UOEC CONSULTANTS (OPC) PVT LTD

This Memorandum of Understanding (MOU) sets for the terms and understanding between UNIABROAD and RV Institute of Management for short term immersion programs abroad which is made available through the UNIABROAD's platform.

### (2) Purpose

This MOU will help UNIABROAD in association with RV Institute of Management, to create awareness in all students regarding abroad education programs through UNIABROAD's partnered universities abroad.

(a) Within the agreement, UNIABROAD's (UOEC Consultants OPC PVT LTD) agrees to:

- Display our Partnered Universities in Clients College.
- Provide updated information about Study abroad destination, immigration, courses, scholarship, and pre-requisites exams to staff & Students of RV Institute of Management.
- Provide support from career counseling, University Course selection, application procedure, complete documentation, admission guidance, financial aid, interview preparation, visa assistance, departure assistance, post-arrival assistance & post-admission support with no service fee to RV Institute of Management.
- UNIABROAD agrees to get Guest faculties on availability from Partnered Universities abroad based on the request from RV Institute of Management.
- UNIABROAD agrees to provide 360-degree support for RV Institute of Management *students'* study abroad Journey with dedicated Counselors.
- UNIABROAD agrees to provide a software web application for RV Institute of Management.
- Where they can track the number of students registered or interested in studying abroad.
- UNIABROAD agrees to provide marketing materials like enquiry forms, brochures, Flyers, Standees as per RV Institute of Management requirement with Zero Cost.



## UOEC CONSULTANTS (OPC) PVT LTD

(b) Within the agreement, RV Institute of Management agrees to:

- Promote UNIABROAD as study abroad advisors to the students in RV Institute of Management.
- RV Institute of Management agrees with UNIABROAD to provide Webinar Sessions in Every Academic Year for Final Year Students.
- Please note:
  1. UNIABROAD will not guarantee admission to foreign universities i.e., we will act as study abroad advisors. Getting admission into universities abroad depends on Students' credibility.
  2. UNIABROAD will not charge any service fees from students for university admission.
  3. UNIABROAD will not take any money from students on behalf of the University as Tuition Fees Transfers, Forex, Etc.
  4. UNIABROAD agrees to provide 100% accurate information to students of RV Institute of Management.

### (3) Reporting

Once a year, in the month of May, the whole process shall be reviewed by UNIABROAD's Relationship Manager.

### (4) Indemnification

Either party agrees to indemnify, defend, and protect the company against all legal actions and costs of every kind pertaining to any violation of the law about all the matters mentioned in this MOU.

### (5) Amendments

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

### (6) Duration

This MOU shall become effective upon signature by the authorized officials from RV Institute of Management and is valid for 2 years from the date of signing the MOU unless modified or terminated by any one of the partners by mutual consent.

## UOEC CONSULTANTS (OPC) PVT LTD

### (7) Term and Termination

This MOU shall commence upon signing by both the parties and continue for a standard duration until either party terminates this agreement in writing. In any case of termination issue, both parties hold the authority to cancel this agreement by conducting a mutual discussion with the board of directors and by giving a month's notice in writing. Upon such termination, the agent shall cease marketing and offering service or information and shall waive any rights to continue sharing, with any third party of the UNIABROAD's confidential information.

*Vikas*

Date: 03 /07 /2023

(Signature)

(Mr. Vikas Muralidhara, Founder and CEO- UNIABROAD)



*Purushottam Bung*

Date: 03 /07 /2023

(Signature)

(Dr. Purushottam Bung, Director-RV Institute of Management)



FIRST AMENDMENT

This First Amendment (the "Agreement") made effective as of the last signature date below (the "Effective Date"), is entered into between R. V. Institute of Management ("Organization") and Coursera, Inc., ("Coursera"). Each of Coursera and Organization may hereinafter be referred to as a "Party," and collectively as the "Parties."

BACKGROUND

WHEREAS, Coursera and Organization are parties to the Order Form dated 17 May, 2021 (the "Existing Agreement"), pursuant to which Coursera provides access to the Platform to the Organization as set forth therein.

WHEREAS, Coursera and Organization wish to modify the Existing Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment.

From the Effective Date of this Agreement, the Parties agree that the existing User Licenses shall entitle the Organization's Users to access the entire Coursera catalog. Accordingly, the product table in the Existing Agreement is deleted in its entirety and replaced with the following:

Product	Quantity	Order Term (months)	Start Date	End Date	Annual Unit Price (USD) <sup>1</sup>	Total Price (USD)
Coursera User License	180	24	March 15, 2023	March 14, 2025	\$150	\$54,000.00
Coursera for Campus Faculty	20	24	March 11, 2023	March 10, 2025	\$0.00	\$0.00
Coursera Private Authoring	1	24	March 11, 2023	March 10, 2025	\$0.00	\$0.00

Coursera for Faculty. As a special benefit, Coursera has agreed not to charge Organization for the Coursera for Campus Faculty Licenses. Coursera for Campus Faculty Licenses shall be allocated to only Faculty of the Organization. The Parties further acknowledge that it is Organization's sole responsibility to allocate paid-for Coursera Limited Enrollment Licenses/Coursera User Licenses and Coursera for Faculty Licenses appropriately to its Users.

"Coursera for Campus Faculty License" shall mean the right for a single Faculty to access the Content Services under Coursera's Coursera for Campus catalogue for an unlimited number of Enrollments.

"Faculty" shall mean a User who is a faculty member employed by the Organization, and

<sup>1</sup> For internal accounting purposes, Coursera will allocate 70% of these fees for Content Services and 30% for User Services.

who conducts courses at such Organization, and shall not include students of the Organization.

Private Authoring. Coursera shall provide private authoring tools and hosting in accordance with the terms set forth in "Exhibit – Authoring Tools Addendum" attached herein.

**2. Miscellaneous.**

- a. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Existing Agreement.
  - b. Conflicts. In the event of a conflict or inconsistency between the provisions of this Agreement and any provisions of the Existing Agreement, the provisions of this Agreement shall govern.
  - c. Amendment. Except as set forth in this Agreement, all of the terms and conditions of the Existing Agreement shall continue in full force and effect unless the parties explicitly agree otherwise in writing. All invoices issued prior to the Effective Date against Services rendered remain valid payable under the same terms and conditions.
  - d. Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.
-



## EXHIBIT - AUTHORIZING TOOLS ADDENDUM

The following terms and conditions shall apply to Organization and its Users' use of Authoring Tools, as defined below, made available by Coursera and Authored Content, as defined below.

Organization acknowledges and agrees that: (1) the Authoring Tools are in beta version; and (2) Coursera provides the Private Authoring Tools "as is" and subject to the disclaimers and other restrictions described herein. If Authoring Tools are not enabled for the Organization, these terms will not apply.

### 1. Definitions.

- 1.1. *Author* means the individual or individuals to whom the Organization provides access to the Authoring Tools.
- 1.2. *Authored Content* means private assessments, lessons, courses, Coursera Labs including Guided Projects (previously called Rhyme projects), or other content types (as applicable) created using the Authoring Tools.
- 1.3. *Authoring Tools* means the features and functionality made available by Coursera to produce content. For the sake of clarity, Coursera may develop and make available to Organization, upon Organization's request, certain additional features and functionality that may be utilized in connection with the Authoring Tools, for example, integration with Turnitin (such features and functionality to be considered "Premium Tools"). If any such Premium Tools are made available to Organization as set forth above, Coursera reserves the right to charge for the use of such Premium Tools, and such Premium Tools shall be governed by a separate Coursera Order Form and accompanying terms and conditions.
- 1.4. *Guided Projects (previously called Rhyme Projects)* means a type of learning project hosted on the Coursera Platform incorporating hands-on follow-along learner functionality paired with simultaneous video instruction.

### 2. Conditions on Organization and its Users' Use of Authoring Tools:

- 2.1. **Authoring Tools.** As of the Effective Date, Authoring Tools shall be considered part of the Services referenced in Organization's Coursera Order Form(s), provided however, Coursera reserves the right in its absolute discretion to suspend or deprecate any portion or all of the Authoring Tools for any or no reason, including but not limited to discovered defects, lack of ability to provide service support, etc..
- 2.2. **Authors.** Organization shall ensure that Organization designate only authorized "administrators" as Authors. Coursera reserves the right to limit the number of Authors designated by Organization.
- 2.3. **Private Usage on the Coursera Platform.** Authoring Tools shall be used solely to create Authored Content for use by Organization's Users on the Coursera Platform via private sessions, within a curated Coursera for Business offering under the Agreement, or other private modes made available by Coursera. Authoring Tools shall be used solely on the Coursera Platform and solely to create Authored Content. Authored Content may not be delivered and used by or for Organization except on the Coursera Platform as permitted by these terms and conditions.
- 2.4. **Usage of Courses and Specializations.** Organization is prohibited from:
  - 2.4.1. Copying, modifying, or creating derivative works of such Courses and Specializations;
  - 2.4.2. Engaging in any misleading communications or usage of such Courses or Specialization that might state or imply that the creators of such Courses or Specializations ("**Course Creators**") endorse, support, or have partnered with Organization, or are awarding credit

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the dates below.

**Coursera, Inc.**

**R. V. Institute of Management**

By:

By: Dr. Purushottam Bung

Name:

Name:

Title:

Title: Director

Date:

Date: 13<sup>th</sup> March, 2023



from the Course Creator for a User's Completion of the relevant Course or Specialization;  
or

- 2.5. **Users.** Organization is permitted to make Authored Content available only to individuals with whom it has an existing relationship (e.g., its Users). Organization is prohibited from making Authored Content available to the general public.
  - 2.5.1. *Enrollment Restrictions.* As of the Effective Date, Coursera permits all internal Users of the Organization to access the Organization's Authored Content and limits external Users to a maximum of 10X the number of paid User Licenses purchased by Organization.
  - 2.5.2. *Users Support.* Notwithstanding anything in the Coursera Order Form to the contrary, Organization is solely responsible for addressing and resolving User questions or complaints relating to Authored Content. Coursera may provide, at its sole discretion, technical support to Authors and Users that submit support requests through Coursera-designated channels.
- 2.6. **Access Removal.** Coursera may without notice remove or suspend access to the Authoring Tools or Authored Content by Authors and/or Users based on Coursera's reasonable determination that continued access to such Authoring Tools or Authored Content poses a security, legal or reputational risk to Coursera or the Coursera platform or use of such Authoring Tools or Authored Content is inconsistent with the terms and conditions herein or other policies or terms of Coursera (including Coursera's Terms of Use and Privacy Notice).
- 2.7. **User Fees.** Organization is prohibited from charging Authors or Users fees for use of Authoring Tools and/or enrollment or completion of Authored Content.
- 2.8. **Accreditation and Regulatory Approval.** Organization is responsible for ensuring that its use of Authored Content complies with any applicable regulations and accreditation standards related to Organization's offering educational content to its Users.
3. **Authored Content Errors.** Organization is solely responsible for the accuracy and quality of its Authored Content. Organization agrees that it will correct any errors in Authored Content within fifteen (15) days of being made aware of the error(s).
4. **Authored Content Appropriateness and Removal.**
  - 4.1. Coursera reserves the right to remove Authored Content from its Platform that:
    - 4.1.1. is of low technical quality or otherwise fails to meet the high educational standards consistent with the content available on the Coursera Platform;
    - 4.1.2. constitutes inappropriate advertising content (as opposed to content with a direct pedagogical / training / educational purpose); or
    - 4.1.3. Coursera reasonably determines may violate applicable law or may infringe a third party's intellectual property.
5. **Author Consent and Required Releases.**
  - 5.1. Before uploading Authored Content to the Platform, or allowing its Authors to do so, Organization will ensure that it has obtained any necessary licenses and rights to the Authored Content in order to permit Organization to grant to Coursera the License to Authored Content described in the License Grants section below and to provide Authored Content consistent with Organization's commitments herein, as well as the following commitments, permissions and releases of liability from the Author:
    - 5.1.1. the absolute right and permission to use, publicly broadcast, distribute, reproduce and digitize any Authored Content as contemplate herein;
    - 5.1.2. the right to use Author's name, voice, image or likeness (whether still, photograph or video) and any Authored Content they provide in connection with provision of the Authored Content on the Coursera Platform;

5.1.3. Author's release, discharge, promise not to sue, and hold harmless Coursera and its affiliates, successors and assigns from and against any and all claims, demands and/or causes of action arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Authored Content provided by such Author; and

5.1.4. the right to grant any or all of the foregoing rights and permissions to Coursera for the duration such Authored Content is offered through Coursera's platform.

5.2. As between Organization and Coursera, Organization will be solely responsible for reviewing and obtaining any necessary licenses, commitments, permissions and releases of liability described in this Section. Organization hereby accepts full liability for any failure to obtain such licenses, commitments, permissions and releases of liability required to make Authored Content available on Coursera's platform.

## 6. Content Rights.

6.1. **Authored Content.** As between the Parties, Organization retains all rights in the Authored Content (except for the license rights granted in these terms and conditions).

6.2. **User Content.** The Parties acknowledge that each User retains all rights in content created by the User as part of a Course or Authored Content, such as submitted homework, forum posts, and the like ("**User Content**") in accordance with Coursera's Terms of Use applicable to Users (which may be amended from time to time). Accordingly, User Content may only be used with the appropriate User consent, which may be stipulated in advance by Organization at the time the User begins a Course or Authored Content.

6.3. **No Other Restrictions.** Nothing in these terms and conditions restricts Coursera from using content that is not Organization Authored Content. These terms and conditions do not limit the rights and permissible uses that either party would have independent of this terms and conditions, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

## 7. License Grants.

### 7.1. **Content Licenses.**

7.1.1. **License to Authored Content.** Organization grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Authored Content on Coursera Properties to deliver Authored Content to Organization's Users.

7.1.2. **License to User Content and Course Enhancements.** Coursera grants to Organization a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use User Content and Course Enhancements on the Platform. Organization may obtain additional licenses to User Content if it obtains User consent.

7.2. **Platform License.** Subject to these terms and conditions, Organization and its Authors will have the right to access and use the Platform for purposes of utilizing the Authoring Tools, uploading and managing Organization Authored Content.

7.3. **Marks Usage License for Authored Content.** Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use its name, brand name, service marks and logos (the "**Marks**") solely in connection with the offering of Authored Content, and if applicable, on the certificates issued to Users who successfully complete a Course (or bundled Course offering).

7.4. **Grant of Completion Certificates.** The Parties agree that in connection with the licenses

granted in this Section 7, Coursera may, in cooperation with Organization, issue certificates to Users who have completed a Guided Project. The certificates may include Coursera and/or Organization's logo(s) and wording substantially similar to the following, or other language as may be approved in advance by the Parties:

[Name of User] has successfully completed the course, [Course Name], an online, [Guided Project] authorized by XXX (Organization Name) and offered through Coursera.

**7.5. No Implied Licenses.** Except as otherwise expressly granted in these terms and conditions, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.

**8. Accessibility for Users with Disabilities.**

**8.1. Coursera Responsibilities.** Coursera will use commercially reasonable efforts to ensure that the Coursera Platform will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards or the latest reasonable commercial standard. Content Provider will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this section.

**8.2. Organization Responsibilities.** Accessibility of the Authored Content is the sole responsibility of Organization. Organization acknowledges and agrees that all Authored Content, including plug ins, videos, or any services or materials provided or authorized by Content Provider as part of the Authored Content will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards, or the latest reasonable commercial standard. Organization is responsible for complying with applicable laws and regulations with respect to Authored Content -based accommodations for Users with disabilities.

**9. Representations.**

**9.1.** Organization further represents and warrants to Coursera that use of the Authored Content on the Platform will not infringe the intellectual property rights of a third party.

**9.2.** Coursera further represents and warrants to Organization that, to its knowledge, use of the Platform by Organization or Authors will not infringe the intellectual property rights of a third party.

**10. Indemnification.** Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with these terms and conditions infringe or misappropriate any intellectual property rights of a third party; (ii) relating to Organization or its Authors or Users use of Authoring Tools or any Authored Content or its use by Users; or (iii) Organization's breach of the terms herein, including Organization's failure to ensure Authored Content is consistent with the standards described in the Accessibility for Users with Disabilities section herein.

**11. Termination.**

**11.1. Termination due to Coursera for Business Order Form Termination.** If Organization's Order Form(s) providing access to the Coursera for Business catalog terminate or expire, these terms and conditions, and Organization's access to the Authoring Tools and permission to deliver Authored Content to its Users shall terminate simultaneously and automatically.

**11.2. Termination without Cause.** Either Party may terminate these terms and conditions upon providing at least 30 days' prior written notice of such termination to the other Party (without effect to any other part of the Agreement).

**11.3. Consequences of Termination.**

- 11.3.1. Termination of these terms and conditions for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination.
- 11.3.2. Upon any termination of these terms and conditions, each Party will promptly return all Confidential Information (other than these terms and conditions) of the other Party in its possession or control.
- 11.3.3. Upon termination, Organization may download its Authored Content from the Platform to the extent technically feasible. For Authored Content such as Guided Projects, Organization will be able to download videos and transcripts of the Guided Projects, but shall not be able to or permitted to access and download keystore data.

**12. Publicity activity.**

- 12.1.1. In exchange for early access to the beta version of the Authoring Tools, Organization shall cooperate in good faith with Coursera to engage in appropriate publicity activity relating to the Authoring Tools, such as (without limitation) participation in a case study, providing a quote or use on Coursera's website or press release, and agreeing to act as a customer reference.