

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on the 8<sup>th</sup> day of June 2022 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

**RV INSTITUTE OF MANAGEMENT** – an educational institution having its registered address at CA 17, 36th Cross Rd, 4th T Block East, Jayanagara 9th Block, Jayanagar, Bengaluru, Karnataka 560041 (hereinafter referred to as "RVIM"), 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.

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 and sealed. This will hold good until the end of the program following which this MOU may be renewed.
  2. **PERIOD OF MOU:** This MOU shall be valid for a period of 365 days from the start date of Program and may be renewed on 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.
-

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 solicit each other's clients (Unless agreed upon mutually), business partners or business prospects during the validity period 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:** Payments will be made as per directed in Annexure attached below & as per program
  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 between 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.

11. **TERMINATION:** During the validity of the MOU, both the parties shall be entitled to terminate the same at any time, with assigning proper reason, after giving notice of three months to either side. Notwithstanding such termination, each party shall fulfill 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. SUHAS KAUL**

F1, Sri Sai Sudha Sadan, Plot 215, Kavuri Hills, Jubilee Hills, Hyderabad.

+91 9000607378

[suhas.kaul@mentormind.in](mailto:suhas.kaul@mentormind.in)

**If to: RV INSTITUTE OF MANAGEMENT**

**DR. PURUSHOTTAM BUNG**

CA 17, 36th Cross Rd, 4th T Block East, Jayanagara 9th Block, Jayanagar, Bengaluru,

Karnataka 560041

+91 7411339344

[director.rvim@rvei.edu.in](mailto:director.rvim@rvei.edu.in)

---

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 terminate if the event of Force Majeure continues for a consecutive period of more than 120 days.

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

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.

---

## ANNEXURE A

### **A. MENTORMIND offers the following to RVIM:**

- a. Each student will get unlimited access to the platform of MentorMind for 3 months.
- b. RVIM will communicate the start date of the program to MentorMind in advance.
- c. Mentorship/Online Assistance via chat & Live Sessions.
- d. Company Certification to each student on fulfilling the criteria of successfully completing a menternship.
- e. Faculty & Student Orientations.
- f. Access to Faculty Dashboard.
- g. Menternship Support Letters as a part of Curriculum fulfillment.
- h. Placement assistance for all certified students. Upto 3 Interviewing opportunities shall be provided for the certified students.

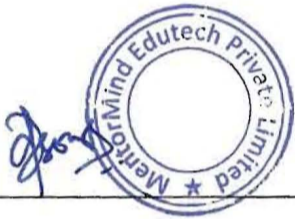
### **B. COMMERCIAL STRUCTURE:**

- a. Students will make direct payment of INR 1000(+ applicable taxes) to Mentormind using a payment link provided by Mentormind before the commencement of the program.
  - b. MentorMind looks forward to working with an entire batch of MBA students.
-

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

MENTORMIND EDUTECH PVT. LTD.

RV INSTITUTE OF MANAGEMENT



Name: CLINTON D'SOUZA

Name: Dr. Purnpottam Bung

Title: DIRECTOR PARTNERSHIPS

Title: Incharge of Director

Date Signed: 22.06.2022

Date Signed: 22.06.2022