

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is entered into at Mumbai on 1st of November, 2022 (“**Effective Date**”)

BY AND BETWEEN

UPGRAD FOUNDATION, a not-for-profit organization incorporated under the laws of India, and having its registered office at Nishuvi, Ground Floor, 75 Dr. Annie Besant Road, Worli, Mumbai, Maharashtra- 400018 acting through its authorized representative (hereinafter referred to as “**UG Foundation**”, which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) on One Part;

AND

TELANGANA SOCIAL WELFARE RESIDENTIAL EDUCATIONAL INSTITUTIONS SOCIETY, a government establishment incorporated Ministry of Schedule Caste Development Department (SCDD), Government of Telangana having its registered office at 10-4-771/294, Telangana Social Welfare Residential Educational Institutions Society (TSWREIS), Owaisi Pura, DSS Bhavan, Masab Tank, Opp Chacha Nehru Park, Hyderabad, Telangana 500028 acting through its authorized representative (hereinafter referred to as “**TSWREIS**”, which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the Other Part.

UG Foundation and *TSWREIS* are hereinafter individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS:

1. UG Foundation is the philanthropic and non-profit division of upGrad Education Private Limited (“**upGrad**”), a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Nishuvi, Ground Floor, 75, Dr. Annie Besant Road, Worli, Mumbai, Maharashtra – 400018.

TSWREIS 24/11/2022

2. UG Foundation aims to provide, inter alia, scholarships, career guidance, teacher training and subsidised courses for upskilling of learners and teachers on a large scale.
3. TSWREIS operates 268 residential educational institutions (from 5th standard to Undergraduate level), catering to the dire educational needs of the marginalized children especially Scheduled Caste (SC) children hailing from the remote rural areas of Telangana. The vision is to build extraordinary educational institutions to provide high quality, holistic and value-based education to the needy and deprived children on par with the other advantaged children.
4. TSWREIS shall introduce its affiliated Institutions to UG Foundation and encourage students who are eligible to apply for Vidya Shakti Initiative for Women launched by UG Foundation.
5. Both the parties are/can willingly explore partnership in new programmes such as Bharat Skilling Initiative, Social Entrepreneurship Learning programme and any other as such.
6. The Parties are now desirous to enter into this MOU to record their mutually agreed association on the terms and conditions set forth herein.

NOW, IN CONSIDERATION OF THE MUTUAL PROMISES, TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION

- 1.1. **“Vidya Shakti Initiative for Women”** is an initiative taken by UG Foundation to provide subsidised courses as scholarships to underprivileged students/ learners through affiliated institutions.
- 1.2. **“Selection Criteria”** shall mean:
 - 1.2.1. **First-generation learner:** A first-generation learner is one whose parents or guardians have not attended a post-secondary institution. If their sibling has attended a college or university, but their parent(s) or guardian(s) have not, they are still considered a first-generation student. Preference will be given to women under this category.
 - 1.2.2. **Economically weaker section:** The students' annual family income must be less than Rs. 8 lakhs per annum.
 - 1.2.3. Other such parameters as UG Foundation deems fit.

- 1.3. **“Candidates”** shall mean the students/ learners who are eligible as per the Selection Criteria of the UG Foundation for the Vidya Shakti Scholarship.

2. TERMS OF MOU

- 2.1. TSWREIS shall help the UG Foundation to **connect with its affiliated institutions** which are willing to collaborate with UG Foundation to provide an opportunity to the Candidates to apply for Vidya Shakti Initiative for Women (hereinafter referred to as “Candidates”).
- 2.2. Notwithstanding anything contained under this MOU, the application submitted by Candidates does not guarantee their selection for Vidya Shakti Scholarship. Application by Candidates only gives the Candidates an opportunity to get such Vidya Shakti Scholarship. UG Foundation reserves the right to revoke the scholarship provided to any Candidate at any time as it deems fit.
- 2.3. UG Foundation shall be at liberty to select Candidates for Vidya Shakti Scholarship as per their Selection Criteria. TSWREIS or Institutes shall not request UG Foundation for any undue advantage to be given to a certain Candidate.

3. ROLES AND RESPONSIBILITIES

3.1. UG Foundation shall:

- 3.1.1. provide all relevant information about Selection Criteria for Vidya Shakti Scholarship to TSWREIS.
- 3.1.2. create a link/URL to be provided to TSWREIS. The Candidates will apply for Vidya Shakti Scholarship through this link.
- 3.1.3. provide a tutorial to TSWREIS clarifying how the Candidates shall apply through link/URL.
- 3.1.4. keep records of all the applications received for the Vidya Shakti Scholarship and based on the Selection Criteria and the number of available scholarships, UG Foundation shall communicate with such Candidates who are selected.
- 3.1.5. UG Foundation shall not use any Candidate’s personal identifiable information shared by TSWREIS with any other third party without written approval from the candidate itself. Since now the candidates are independent of their former institution that is TSWREIS.

3.2. TSWREIS shall:

- 3.2.1. coordinate with its affiliated institution about the Vidya Shakti Scholarship programme launched by UG Foundation.
- 3.2.2. help the UG Foundation to connect with institutions which are willing to collaborate with UG Foundation to provide Candidates for Vidya Shakti Scholarship.
- 3.2.3. shall designate a point of contact to conduct its operations with UG Foundation.
- 3.2.4. shall encourage Candidates to apply for Vidya Shakti Scholarship. TSWREIS institutions shall specifically encourage female Candidates to apply for Vidya Shakti Scholarship.
- 3.2.5. shall provide all relevant information about Selection Criteria for Vidya Shakti Scholarship to its affiliated institutions.
- 3.2.6. In case the concerned person of Institutions is unable to address queries of the Candidates, TSWREIS shall assist the Candidates regarding eligibility or filling of the application.
- 3.2.7. TSWREIS to ensure that the Vidya Shakti Scholars from its affiliated institutions shall have access to basic infrastructures such as digital devices including laptops/computers and internet access.
- 3.2.8. TSWREIS shall not ask UG Foundation to share any personal identifiable information shared by Candidates while applying for Vidhya Shakti Scholarship with the UG Foundation.
- 3.2.9. keep records of all the applications received for the Vidya Shakti Scholarship and based on the Selection Criteria and the number of available scholarships, UG Foundation shall communicate with such Candidates who are selected.

4. TERM & TERMINATION

- 4.1. This MOU shall be valid from “**Effective Date**”) and shall remain in force for a period of three (3) years unless terminated by either Party by giving 30 (thirty) days prior written notice to the other Party (“Term”).
- 4.2. In case of termination of this MOU, UG Foundation may consider the Candidates for the Vidya Shakti Scholarship who applied prior to the termination date of this MOU.

5. INTELLECTUAL PROPERTY

- 5.1. Any products or materials furnished by UG Foundation including but not limited to the trademarks, logos, associated trade dress and copyright in which UG Foundation has proprietary or beneficial interest and ideas, techniques, emailer content, strategies and knowhow that may be discussed with TSWREIS by UG Foundation for the performance of its obligations shall (a) remain the exclusive property of UG Foundation; (b) be used by TSWREIS exclusively for UG Foundation; and (c) be clearly marked by TSWREIS as UG Foundation's property and shall be used solely for the purpose of rendering its obligations in accordance with instructions of UG Foundation and for no other purpose. TSWREIS will not place any lien or encumbrance on any such products or materials so provided, while in TSWREIS's possession and will not allow any third party to place any such lien or encumbrance. Upon expiry or termination of this MOU, TSWREIS shall promptly return such material or deal with all such material in accordance with the instructions from UG Foundation.
- 5.2. By virtue of performing its obligations, TSWREIS shall not be deemed to have received any right, title or interest or license with respect to any copyright, trademark or any other intellectual property that is the exclusive property of the UG Foundation. TSWREIS, its affiliated Institutions shall not retain any copies of the materials produced /recordings under this MOU.
- 5.3. TSWREIS as a government entity may advertise its partners on non-commercial platforms provided that TSWREIS shall not use UG Foundation's name, trademark, logo, or slogans without the prior written consent of UG Foundation. Any use of UG Foundation's name, trademark, logo or slogans must be used exclusively in accordance with UG Foundation's branding guidelines, a copy of which has been provided to TSWREIS.
- 5.4. UG Foundation shall not use TSWREIS's name or logo for any commercial purposes without prior written consent from the competent authority.

6. REPRESENTATION & WARRANTIES

6.1. TSWREIS represents and warrants to UG Foundation that:

- 6.1.1. It shall perform its obligations under this MOU in such a manner as to not adversely affect the reputation and the goodwill of UG Foundation or its associated institutions.

- 6.1.2. It shall maintain proper and accurate records, licenses and permits relating to the conduct of the obligations under this MOU and shall at the request of UG Foundation provide access to all the records, licenses and permits.
- 6.1.3. it has the legal right, power and authority to enter into this MOU and perform all of its obligations, terms and conditions hereunder; The person executing this MOU on behalf of the TSWREIS represents and covenants that he/she has the authority to sign and execute this MOU on behalf of the TSWREIS.
- 6.1.4. it shall not infringe any third-party rights while performing its obligations under this MOU;
- 6.1.5. neither the execution nor delivery of this MOU, nor the fulfilment nor compliance with the terms and provisions hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of any MOU, restrictions, instrument, order, judgment, decree, statute, law, rule or regulation to which he is subject, or require any consent, approval or other action by any court, tribunal, administrative or governmental or private body (including any employer);
- 6.1.6. it has obtained all the required regulatory and other approvals from the appropriate authorities for the execution of this MOU and the performance of its obligations hereunder; and
- 6.1.7. it has/shall not, nor has/shall any person employed or represented by it, offer, promise to give, give or authorize the paying or giving of anything of value, directly or indirectly, to any government official, political party or official thereof or a political candidate, domestic or foreign ("Government Official") for the purpose of influencing the Government Official's acts or decisions or inducing the Government Official to use his influence with others who affect the acts or decisions of a government, government instrumentality or political party, if this is done in order to obtain or retain business or direct business as required under this MOU.

7. CONFIDENTIAL INFORMATION

- 7.1. All communications received by the TSWREIS/UG Foundation as a consequence of the performance of its obligation under this MOU and all information and other materials supplied to or received by the TSWREIS from UG Foundation or vice versa, including any information pertaining to UG Foundation's/TSWREIS' programs or

business activities, which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the TSWREIS/UG Foundation alone, and any information concerning the business transactions or the financial arrangements of UG Foundation/TSWREIS or of any person with whom UG Foundation/TSWREIS is in a confidential relationship with regard to the matter in question coming to the knowledge of the UG Foundation/TSWREIS, shall be kept confidential by the UG Foundation/TSWREIS and shall not be used for any purpose other than the performance of its obligations, unless or until the UG Foundation/TSWREIS can reasonably demonstrate that it is or part of it is, in the public domain, whereupon, to the extent that it is public, this obligation shall cease.

7.2. Upon expiry or termination, the UG Foundation/TSWREIS shall return all Confidential Information in his/her possession to TSWREIS/UG Foundation. These provisions of confidentiality shall survive for a period of three (3) years from the termination of this MOU.

8. MISCELLANEOUS

8.1. Governing Law: This MOU shall be governed, construed and interpreted according to the laws of India and the courts at Mumbai shall have sole and exclusive jurisdiction in relation to matters and/or disputes arising out of this MOU.

8.2. Independent Contractors: UG Foundation and TSWREIS are independent contractors. Nothing in this MOU will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee. Save as otherwise expressly provided under this MOU, this MOU is not intended to be for the benefit of any third party, and is not enforceable by any third person, and shall not confer upon any third party any right, privilege, remedy, claim or other right.

8.3. Assignment: Neither Party shall assign any part or all of this MOU. Any attempt to assign in violation of this Clause is void in each instance.

8.4. Publicity: In connection with this collaboration, TSWREIS hereby grants UG Foundation the permission to use its name and logo on the UG Foundation's educational platform or website or on marketing material until the MOU expires.

8.5. Notices: Notices under this MOU are sufficient if delivered by a nationally recognized overnight courier service, speed post with acknowledgement receipt, electronic mail ("e-mail"), or personal delivery at the address of the Party mentioned in this MOU.

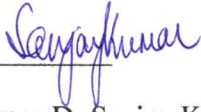
Notice is deemed delivered: (a) when delivered personally at the time of delivery, (b) in the case of speed post – on the date mentioned in acknowledgement receipt, (c) on the business day after sending by a nationally recognized courier service or day mentioned on the delivery receipt, (d) on the e-mail being sent. A Party may change its notice address by giving notice in writing in accordance with this Clause.

- 8.6. No Waiver: A Party does not waive any right under this MOU by failing to insist on compliance with any terms of this MOU or by failing to exercise its rights hereunder. Any waiver granted hereunder is effective only if recorded in writing signed by the Party granting that waiver.
- 8.7. Limitation of Liability: Notwithstanding anything to the contrary, under no circumstances will either Party be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits, lost or damaged data, failure to achieve cost savings, loss of equipment or systems, or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or either or both parties have been advised of the possibility of such damages. Either Party's monetary liability under this MOU, including costs, attorneys' fees and expenses where applicable, will be limited to the amount of Rs.1,00,000 (Rupees One Lakh)
- 8.8. Entire MOU: This MOU constitutes the complete and final MOU of the Parties pertaining to the understanding herein and supersedes the Parties' prior MOUs, understandings and discussions relating to the contents of this MOU. No modification of this MOU is binding unless it is in writing and signed by the Parties.
- 8.9. Severability: If any provision of this MOU is determined by any court or governmental authority to be unenforceable, the Parties intend that this MOU be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
- 8.10. Survival: The respective obligations of the Parties under this MOU that by their nature would continue beyond the termination, cancellation or expiration, shall survive any termination, cancellation or expiration.

**IN WITNESS WHEREOF, UG FOUNDATION AND TSWREIS HAVE EXECUTED
THIS MOU AS OF THE EFFECTIVE DATE**

For : upGrad Foundation

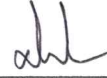
For TSWREIS



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