

MEMORANDUM OF UNDERSTANDING BETWEEN
GREAT LAKES E-LEARNING SERVICES PVT. LTD.

AND

Shri Madhwa Vadiraja Institute of Technology and Management

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 18th day of January, 2021 by and between GREAT LAKES E-LEARNING SERVICES PVT. LTD, a company incorporated in India and having its corporate office at 2nd Floor, Orchid Centre, Sec-53, Golf course road, Gurgaon, India 122002 (hereafter referred to as "GREAT LEARNING") and Shri Madhwa Vadiraja Institute of Technology and Management, an educational institute set up in India and having its registered office at Vishwothama Nagar, Bantakal, Karnataka 574115. (hereinafter referred to as "INSTITUTE").

PURPOSE

That Great Learning intends to assist universities and colleges deliver high quality and impactful online and blended learning by providing access to its Courses and the use of its proprietary end to end cloud based solution, Olympos Digital Campus (hereinafter "Platform") to create a seamless student, faculty and Administration (hereinafter "User") experience that ensures excellent learning outcomes.

That the Institute intends to utilise the Courses offered by Great Learning along with the Platform in providing an online and blended learning experience for students and faculty.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions set forth in this Agreement, Great Learning and Institute (individually, the "Party" and collectively, the "Parties") agree as follows:

I. OBLIGATIONS:

A. Great Learning will

- Provide access to Great Learning Courses to the Institute and its students. These Courses shall be provided to the Institute based on the payment terms agreed upon by both the Parties in writing.
- Provide role based access to the Platform based on the Institute's requirements and the subscribed version
- Provide the required assistance to the Institute in setting up the Courses and operations on the Platform
- Conduct trainings for the Users for on-boarding them on the Platform
- Provide the required support in the day to day operations on the Platform

B. Institute will:


- Provide the necessary details as requested by Great Learning for on-boarding the Users on the Platform.
- Ensure that the Courses and Platform is used only for the purpose stipulated above
- Grant Great Learning a non-exclusive, non-transferable, and non-sublicenable license to use the Institute's trademarks solely in connection with marketing, promotion and sale of its Courses and Platform.
- Make timely payments for the services rendered under this MoU.

II. TERM AND TERMINATION

This Agreement will be effective on the day of its signing by both Parties. It will be valid for a period of 6 months. The parties may change or modify the Term of this Agreement only by written amendment signed by the parties. This Agreement may be terminated with or without cause by providing written notice to the other party atleast thirty (30) days prior to the effective date of termination.

In the event of expiry or termination of this Agreement, the Institute shall promptly pay to Great Learning, all amounts due and payable to Great Learning under this Agreement or otherwise, for the Courses or the Platform.

III. CONFIDENTIALITY AND INTELLECTUAL PROPERTY


Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY AND MANAGEMENT
Vishwothama Nagar, Bantakal, Dist.
BANTAKAL - 574115

The Parties shall abide by the Privacy Policy and Terms of use specified on the Great Learning website and the Platform, which may be amended from time to time.

The Parties agree that it shall not acquire any ownership interest in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, "Intellectual Property") or confidential information owned by or licensed to the other Party under this Agreement. For the sake of clarity, Great Learning's Courses and the Platform are Great Learning's Intellectual Property.

IV. INDEMNIFICATION

Each Party hereby agrees to indemnify and hold harmless the other Party against any and all liability, claims, suits, losses, costs and legal fees to the extent caused by, arising out of, or resulting from any fraud, wilful misconduct, misrepresentation, infringement or misappropriation of Intellectual Property rights, breach of confidentiality and/or negligent act or omission of the Party in the performance and/or failure to perform under this agreement, including the negligent acts or omission of the Party or any direct or indirect employees or Users of the Party.

V. ASSIGNABILITY

The respective rights and obligations of the Parties under this Agreement shall not be assignable.

VI. MODIFICATION

This Agreement constitutes the entire understanding of the Parties with respect to the Relationship and may be modified only by a written agreement signed by each Party.

VII. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and the Courts at New Delhi will have sole and exclusive Jurisdiction.

The undersigned have signed this Agreement on the dates respectively indicated below.

VIII. COMMERCIALS

1. Job Readiness Program: INR 10000 + GST per college
2. Faculty Development Program: INR 2000 + GST per Faculty per Course.

Validity: 06 months for both the Program

Platform Utilisation: Maximum no of students can be on boarded within the respective college.

Authorized Signing Authority:

GREAT LEARNING



Name: Arjun Nair

Title: Co-Founder

Shri Madhwa Vadiraja Institute of Technology and Management

Vishwothama Nagar, Bantakal, Karnataka 574115

Name: DR. PROF THIRUMALESHWARA BHAT

Title: PRINCIPAL

Date: 08 Feb 2021



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT

Vishwothama Nagar, Udupi Dist.

BANTAKAL - 574 115



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT

Vishwothama Nagar, Udupi Dist.

BANTAKAL - 574 115

greatlearning
Learning for Life



Certificate of Completion

Sanjana

has fulfilled all the requirements and completed the verified project in

Data Science using Python

a remote internship program from 20-06-2020 to 21-08-2020 offered by Great Learning



ZUKZYTBK9

A handwritten signature in green ink, appearing to read "Principat".

Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

A handwritten signature in black ink, appearing to read "Mohan Lakshmaraju".

Mohan Lakshmaraju
Founder & CEO

greatlearning
Learning for Life



Certificate of Completion

Samskrithi Jain

has fulfilled all the requirements and completed the verified project in

Data Science using Python

a remote internship program from 20-06-2020 to 21-08-2020 offered by Great Learning



5MMSDFDIZM

A handwritten signature in green ink, appearing to read "Princip".

Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

A handwritten signature in black ink, appearing to read "Mohan".

Mohan Lakhamraju
Founder & CEO

greatlearning
Learning for Life



Certificate of Completion

Raunak Choudhary

has fulfilled all the requirements and completed the verified project in

Data Science using Python

a remote internship program from 15-06-2020 to 16-08-2020 offered by Great Learning



61LDS6AK9Q


Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115


Mohan Lakhamraju
Founder & CEO



Certificate of Completion

Ganpat Patel

has fulfilled all the requirements and completed the verified project in

Data Science using Python

a remote internship program from 15-06-2020 to 16-08-2020 offered by Great Learning



969K3SCD9Q

Principal

SHRI MADHWA VADRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

Mohan Lakhamraju
Founder & CEO