

MEMORANDUM OF UNDERSTANDING

between

Indian Institute of Technology Mandi (IIT Mandi), Kamand, Distt. - Mandi, 175075, Himachal Pradesh and Edfora Infotech Private Limited (EIPL), a company incorporated under Indian Companies Act 2015 and having its registered office at H.No. 32 S/F, Kalu Sarai, Begumpur, Malviya Nagar, Delhi - 110017. Henceforth, IIT Mandi and EIPL are also addressed as Party (individually) and Parties (collectively).

The purpose of this Memorandum of Understanding (MOU) is to present the principles and conditions regarding a proposed transaction as described below.

Item	Key Term	Description
1.	Parties to MOU	Indian Institute of Technology, Mandi (IIT Mandi) and Edfora Infotech Pvt Ltd (EIPL)
2.	Intent	The parties are desirous of discussing partnership with each other (Proposed Transaction) with the objective of undertaking research work on areas/topics mentioned in Schedule 1. The parties are desirous of entering into this MOU for development of the Proposed Transaction. The Parties hereto have broadly reached an understanding regarding the afore-stated objectives and are desirous of recording the same in writing.
3	Research Work	Concurrently with undertaking the matters noted in #2 above, IIT-Mandi and EIPL will mutually explore, co-operate, and negotiate in good faith, to undertake research work mentioned in Schedule 1.
4	Approval	Concurrently with undertaking the matters described in #2 and #3, the parties will co-operate to apply for and obtain necessary approvals wherever required.
5	Timing	It is proposed that the Parties will sign a Definitive Agreement clearly laying the contours of the partnership/collaboration no later than one month from the date of signing of this MOU (Effective Date) or as may be mutually agreed by the parties in writing (MOU Period). In the event the parties cannot come to mutual acceptable terms for the Definitive Agreement within the above period, this MOU will lapse. However, clauses of this MOU that by their inherent nature survive the expiry/termination of this MOU, will survive, and remain enforceable.
6	Binding Provisions and Governing Law	All terms of this MOU are binding on the Parties. The provisions of this MOU are governed by the laws of India and each Party submits to the exclusive jurisdiction of the courts of New Delhi. It is agreed between the Parties that any proposed transaction contemplated by this MOU shall be conditional upon the conclusion by the Parties to the Definitive Binding Collaboration/Cooperation Agreement in a form and substance satisfactory and mutually agreed to by the Parties.



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7	Costs	All expenses for the research work and related activities will be borne by EIPL
8.	Joint Task Force	<p>A joint task force is being set up with representatives from Edfora Infotech Pvt Ltd and IIT Mandi. The Joint Task force will work on all the actions required for meeting the intents of this MoU in the next one month. The charter of the Joint Task Force is to manage all the envisaged actions and deliverables mentioned in the MOU.</p> <p>The members of the Joint Task Force would be:</p> <p>Edfora Infotech Pvt Ltd: Mr. Shashank Chaturvedi Mr. Byomkesh</p> <p>IIT Mandi: Dr. Tushar Jain EIPL and IIT Mandi have the right to change/add their task force members.</p>
9	Confidentiality	This MOU and any discussions and negotiations concerning the transactions contemplated by this MOU as well as all due diligence and other information provided by either party to the other are to remain strictly confidential between the parties except as required to be disclosed to other employees of the parties to prepare for actions and decisions to realise the Proposed Transaction. Such disclosure too shall be subject to the obligation of confidentiality of the Parties.
10	Non-Solicitation and Non-Hire	Parties acknowledge that personnel to be provided by each party represent a significant investment in recruitment and training, the loss of which would be detrimental to such parties' business. In consideration of the foregoing, each party agrees that for the term of this MOU and for a period of one year thereafter, it will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any employee of the other party, or induce any such individual to leave the employment of such party. For purposes of this clause, employee means any current employee person who has worked in such capacity in the previous three months and is involved in providing services under or in relation to this Agreement or the Prime Contract or the Subcontracts.
11	Entire Agreement	This MOU and the further Definitive Agreements entered into by the Parties shall constitute the entire agreement between the parties in relation to the Proposed Transaction. All prior discussions, undertakings, agreements, negotiations, representations, warranties, and indemnities in relation to the Proposed Transaction are replaced and superseded by this document and have no further effect.
12	Further assurances	Each party agrees to use its reasonable endeavors to do all things, sign all documents, and take any other action which may be necessary to give effect to this MOU.
13	Termination	If parties cannot come to mutual acceptable terms within the period



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		during which this transaction is perceived to be concluded, then this MOU will lapse (please refer #5 above), other than such clauses of this MOU that by their inherent nature will survive the expiry/termination of this MOU. This MOU may be terminated by either party by giving notice in writing to the other party.
14	Notice	Any notice to be given by any Party shall be in writing and shall be deemed duly served if delivered personally when the delivery is acknowledged by signatures of the receiving party at the notified address or if sent by facsimile transmission on successful transmission or if sent by prepaid registered post to the addressee at the address at the time recorded by the delivery service as the time of receipt to the address or (as the case may be) the facsimile number of the Party set opposite its name below: For EIPL: Edfora Infotech Pvt Ltd, 32/1, Chaudhary House, Kalu Sarai, Hauz Khas, New Delhi-110017 For IIT Mandi: Dean (SRIC & IR) IIT Mandi, Kamand, Mandi-175075, H.P.
15	Relationship	This MOU does not create an employer-employee relationship between the Parties, nor that of any agency, joint venture, or partnership. Both Parties shall have no authority to act for or to bind the other Party in any way or to sign on behalf of other Party or to represent the other Party. The liability of each Party hereunder is several and each Party excludes liability for any act, fault, omission, delay, default or act or negligence committed by the other Party to this MOU. Both Parties hereby warrant to each other that they have the corporate power and legal right to enter and perform its obligations under this MOU. The arrangements envisaged by this MOU are non-exclusive to the Parties and each Party is free to discuss similar arrangements with third parties, even if such third parties are competitors of the parties in this MOU.
16	Variation	Any variation to this MOU shall be mutually agreed by the Parties in writing.
17	Research Papers	Both parties can publish research papers, publications, present in conferences, and issue news releases.
18	IP	Each Party retains ownership of its pre-existing intellectual property, throughout the world including but not limited total rights and interests whether registrable, registered or otherwise, in patents, patent's application's utility models, trade secrets, know-hows, proprietary information such as inventions, technical data, specifications, drawings, patent application's utility models, trade



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		<p>secrets, know-hows, proprietary information such as inventions, technical data, specifications, drawings, manufacturing techniques and creations, design rights (registered or otherwise), methods, computer software, source code, copyrights, copyrights registrations, techniques, processes, designs, prototypes, schematics, algorithms and other intellectual property and technical information, which are in existence before the Effective Date or come into existence on and after the Effective Date other than in connection with the Agreement. Each Party shall retain all rights, titles, and interests in and to all forms of intellectual property rights that are owned, licensed, or sublicensed by such Party prior to or independent of this Agreement. Notwithstanding anything in this Agreement shall be construed as granting either Party any rights under or to any patents, know-how, or other rights of the other.</p> <p>All Foreground Intellectual Property that is created, discovered, developed, invented, or reduced by either Party (including any of its employees, officers, agents, contractors, or affiliates) shall be solely owned by EIPL.</p>
19	Export Control and Anti-Bribery	<p>All Parties hereto represent and warrant that each Party shall not use any products, information, software and/or technology relating thereto provided by the counter- Party under this MOU and any other products, software and/or technology manufactured or developed by using them (hereinafter referred to as "Products") for purposes of disturbing international peace and security, including the design, development, production, stockpiling or any use of weapons of mass destruction such as nuclear, chemical or biological weapons or missiles to deliver any such weapons or other military activities, or any use supporting these weapons activities. All Parties hereto also represent and / warrant that each Party shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Products to any third party whether directly or indirectly with knowledge or reason to know that the third party or any other party will engage in the activities described above. Furthermore, all Parties hereto shall not directly or indirectly, export, re-export, or otherwise transfer the Products in violation of any applicable export control laws and regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or transactions. In the event any Party fails to comply with any of the obligations set forth in this Clause then the other Party may, at its option, immediately terminate this MOU without penalty.</p> <p>Neither Party nor any of their affiliates shall take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to (i) any person who engages in services for national or local governments; (ii) any person who engages in services for an agency or organization affiliated with a government entity; (iii) any person who engages in</p>

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		services for a public enterprise or state-owned entity; (iv) any person who engages in public services for an international public organization; (v) any political party, party official, or candidate for political office; or (vi) any person authorized by a government entity to exercise a public function - all of the foregoing being referred to as "Public Officers" or to any other person while knowing that all or some portion of the money or value was or will be offered, given or promised to a Public Officer for the purposes of obtaining or retaining business or securing any improper advantage or influencing official action.
20	Terms of Co-operation	The terms of co-operation for each activity implemented under this MOU shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.
21	Modes of Collaboration	EIPL and IIT Mandi propose to collaborate through: <ul style="list-style-type: none"> • Collaborating and executing R&D projects which may be carried out wholly or partially at EIPL or on premises of IIT Mandi • Collaborating with IIT Mandi faculties, students, research associates • Facilitating eligible and designated employees of EIPL for doing research work in IIT Mandi • Any other appropriate mode of interaction agreed upon by the Parties
22	Force Majeure	No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this MOU for its delay, failure, or inability to meet any of the obligations under this MOU (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this MOU.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding

For Edfora Infotech Private Limited

For IIT Mandi

By

Name: **BYOMKESH**
Designation: **AVP - PM**
Date: **06-06-2023**

Syed
Name: **Prof. Syed Abbas**
Designation: **Dean (SRIC & IR)**
Date: **15/6/2023**

Dean SRIC
IIT Mandi
Kamand - 175005
H.P., India



Schedule 1

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AREAS OF COLLABORATION

The principal areas of collaboration between EIPL and IIT Mandi are:

- Deep Analysis of various cognitive abilities of students
- Analysis and review of existing Algorithms and Methods of assessment of the cognitive abilities
- Devising and formulating new algorithms and methods of assessing the cognitive abilities of students in an online setup
- Formulating interventions to strengthen the cognitive abilities.



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