Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made on the 9th day of September 2024,

Between

Reach Much Higher (RMH), a not-for-profit Section 8 company registered with the Ministry of Corporate Affairs, Government of India, having its registered office at THE19th Inspiron, 4th Floor, Sir M. Visvesvaraya Rd, Vijaya Bank Layout, BTM 4th Stage, Bengaluru, Karnataka 560076, India, hereinafter referred to as "RMH" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART;

And

Bagalkot University, a Government university established by the Government of Karnataka, having its principal office at Mudhol Road, Jamkhandi 587301 Dist. Bagalkote, Karnataka, hereinafter referred to as "University" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the SECOND PART.

Preamble

WHEREAS RMH has expertise in developing and providing skill-based courses for higher education students;

AND WHEREAS the University wishes to offer skill-based courses to its undergraduate (UG) and postgraduate (PG) students to enhance their employability with the courses developed and offered by RMH;

AND WHEREAS RMH has agreed to support the University by training selected trainers, providing course curricula, and supplying learner kits as per mutually agreed student numbers;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, RMH and the University (hereinafter collectively referred to as the "Parties" and individually as a "Party") hereby agree as follows:

1. Objective

The objective of this MoU is to establish a collaborative framework between RMH and the University to offer skill-based courses to UG and PG students of the University, thereby enhancing their employability.

2. Roles and Responsibilities

2.1 RMH agrees to:

- a. Develop and provide comprehensive skill-based course curricula tailored to the needs of the University's UG and PG students.
- b. Train selected trainers from the University to effectively deliver the skill-based courses.
- c. Supply soft copies of the learning material through its website to students enrolled in the skill-based courses as per mutually agreed numbers.
- d. Provide continuous support and guidance to the University's trainers and students throughout the course duration.
- e. Facilitate the assessment and certification process for the courses in collaboration with the University.

2.2 The University agrees to:

- a. Identify and nominate suitable trainers to be trained by RMH.
- b. Provide necessary infrastructure and facilities for the effective delivery of the skill-based courses
- c. Enrol students into the skill-based courses via RMH's website and ensure their participation and completion of the courses.
- d. Collaborate with RMH in the assessment and certification process.
- e. Nominate one Senior Faculty member as Single Point of Contact for RMH for the smooth implementation of this program.

3. No Financial Implication

There is no financial implication for any stake holders like, University, colleges and students. The 1st part shall not charge to the University, Colleges, faculties and Students for course works, materials and training.

4. Certification and Branding

- a. Upon successful course completion, a joint certificate will be issued by RMH and the University.
- b. Each certificate issued to trained faculty members and students will include the logos of Bagalkot University, RMH, and any other funding or supporting organization accepted by RMH, such as Rotary.
- c. For branding purposes on course materials, learner material, and other relevant documentation, the use of logos will adhere to the provisions in clause 3b.

5. Relationship of the Parties:

Nothing in this MoU is intended to establish or create, and shall not establish or create, a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way, Likewise, nothing in this MoU is intended to establish or create, and shall not establish or create, an agency or partnership relationship between the Parties, or any other fiduciary relationship between the Parties.

6. Term and Termination

This MoU shall be valid for three years from the date of signing and may be extended by mutual written agreement of both Parties. Either Party may terminate this MoU by giving ninety (90) days' prior written notice to the other Party. This MOU shall become effective for three years(3) from the date of execution as signed by both Parties, and continue in effect unless terminated earlier by either Party upon notice to the other.

- a. Each Party shall have the right to terminate the MOU by giving 3 (three) months' notice in writing to the other Party, at any time.
- b. Termination by either side shall not affect any prior obligation, project or activity already in progress.
- c. Notwithstanding the termination, all the rights and obligations accrued till the effective date of termination shall be binding on the Parties.

7. Amendment Clause:

This MOU may be modified or amended by written agreement between both the Parties.

8. Intellectual Property:

Nothing in this MOU is intended to grant either Party a right to use the intellectual property of the other Party. All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual Property is held, disclosed, or introduced shall remain the property of the Party introducing or disclosing it. Any intellectual property rights resulting from work carried out through the joint efforts shall be jointly owned by the Parties.

9. Confidentiality

Both Parties agree to maintain the confidentiality of any information shared under this MoU and not to disclose it to any third party without the prior written consent of the other Party.

10. Governing Law and Dispute Resolution

This MoU shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this MoU shall be resolved amicably through mutual discussions. If unresolved, disputes shall be subject to the exclusive jurisdiction of the courts located in Bangalore, Karnataka.

11. Miscellaneous

a. This MoU constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind.

- b. Any amendments or modifications to this MoU must be made in writing and signed by both Parties.
- c. Neither Party shall assign or transfer its rights or obligations under this MoU without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

For Reach Much Higher (RMH):

Authorized Signatory Name: Sitesh Bharti

Title: Chief Operating officer

Date: 09.09.2024

For Bagalkot University:

Authorized Signatory

Name: Dr. Dayanand. G. Savakoul Title: Registrar (I(L)

Date: 09.09.2024

Witness: br. Mallibaljun Name:

Signature: Date:

Signed by: Sitesh Bharti Reason: MOU - Memorandum of Understanding Location: Bengaluru, India Date: 09-Sep-2024 (04:17 PM)

Registrar Bagalkot University

(State Public University of Govt. of Karnataka)

Jamkhandi-587301. Dist. Bagalkot.