

Memorandum of Understanding

This Memorandum of Understanding is made on 4th day of Feb 2017 between EDUCLO PTE. LTD. (hereinafter referred to as 'EDUCLO') having its registered office at 160 Robinson Road, # 20-03 SBF Centre, Singapore – 068914 and Sri Krishnadevaraya University (hereinafter referred to as 'SKU') having its university at Ananthapur, Andhra Pradesh, India for the purpose of coming together and collaborating to support each other.

WHEREAS EDUCLO and SKU are desirous to enter into a Memorandum of Understanding between them to come together enable the students of the SKU University to digitally access courses and education material from across the globe at will.

1. Purpose

- 1.1. The purpose of this Memorandum is to provide the framework for the terms of arrangement agreed between the Parties to cooperate and support each other in the providing global education digitally available to the students of SKU.

2. Obligations of the Parties

- 2.1. Pursuant to this MOU, EDUCLO agrees to perform the responsibilities and adhere to the obligation stated below.
 - a. Provide free access to web and mobile apps to students, teaching professionals and the institutions
 - b. Provide Education Digital platform and create individual profile of each student and teachers
 - c. Provide access to Global courses marketplace including the free courses available from our associated universities all across the globe
 - d. Provide online course management and study tracking
 - e. Provide Student Social collaboration

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- f. Provide Automated payments for students and educators
 - g. Provide Online exam and assessment management
- 2.2. Pursuant to this MOU, SKU agrees to perform the responsibilities and adhere to the obligation stated below.
- a. Promote and encourage EDUCLO Platform to the students of SKU
 - b. Promote and affiliate EDUCLO platform to other associated colleges of SKU

3. **Confidential Information:**

- 3.1. EDUCLO and SKU each agree not to use any confidential information disclosed to it by the other Party for any purpose other than to perform their obligation and for the purpose of mutual co-operation agreed above. Neither Party shall disclose or permit disclosure of any confidential information of the other Party to third parties or to employees of the Party receiving confidential information, other than directors, officers, employees, consultants and agents who are required to have the information in order to perform their obligation. Each Party will take reasonable care to protect the secrecy and ensure non-disclosure of the confidential information of the Third Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under these MOU to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving Party utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. Each Party agrees to notify the other of any actual or suspected misuse, misappropriation or unauthorized disclosure of confidential information of the disclosing Party which may come to the receiving Party's attention.

The foregoing restrictions will not apply to information that (a) has been independently developed by the receiving Party, (b) has become publicly known through no wrongful act of the receiving Party, (c) has been rightfully received from a third party authorized to make such disclosure, (d) has been approved for release by the disclosing Party in writing, or (e) is required to be disclosed by a legal process under laws of India.

4. **Communication Strategy:**

- 4.1. Marketing of the vision and any media or other public relations contact should always be consistent with the spirit of the affiliations and only undertaken with the express agreement of both the parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.

5. **Liability:**

- 5.1. No Liability will arise or be assumed between the Parties as a result of this Memorandum. This MOU shall not be construed to have any legal Partnership between the Parties and each party shall be responsible for its risk and rewards and claims if any by Third party.

6. **Non-solicitation**

- 6.1. During the term this Agreement is in effect and for a period of six (6) months thereafter, neither party shall solicit employment to any employees then currently employed by the other party without the prior written consent. Notwithstanding the foregoing, neither party is prevented from hiring an individual who is no longer employed by other party or is responding to general public employment advertisements.

7. **Term:**

- 7.1 The arrangements made in this memorandum shall remain in place from the date of signing this MOU to December 31, 2025 or such other date as may be extended by both the parties.

8. **Assignment:**

8.1. Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

9. **Dispute Resolution:**

9.1. In the event of any dispute between the Parties the same shall be resolved by filing the petition with the Jurisdictional court within the territory of India.

10. **Notice:**

10.1. Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

11. **General terms and conditions:**

- 11.1. It is mutually agreed upon and understood by and among the Parties that:
- a. Each Party will work together in a co-ordinated fashion for the fulfillment of the services agreed upon.
 - b. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations and individuals.
 - c. To the extent possible, each party will participate in the development of the organizations.
 - d. Any party willing to terminate the contract can do so with a 30 days' notice period.
 - e. This memorandum will be effective upon the signature of both the Parties.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

EDUCLO PTE Limited



Name _____ Srinivasa Prasad M _____

Title _CEO and Founder, EDUCLO PTE LTD.

Date ___4th Feb 2017_____

Sri Krishnadevaraya University



REGISTRAR
Name Sri Krishnadevaraya University
ANANTAPUR-515 003.

Title _____

Date ___4th Feb 2017_____