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VANIYAMBADI, TAMILNADU

MEMORANDUM OF UNDERSTANDING (MoU)

IP EVER LLP
G4 Classic No.97 RC Prince Gardenia, Kolathur,
Chennai-600099, Tamilnadu, India.

And

Marudhar Kesari Jain College for Women
NH 179A, Marudhar Nagar,
Chinnakallupalli,
Vaniyambadi-635751, Tamil Nadu, India.

This Memorandum of Understanding (the "Agreement") is made and entered into this 26.04.2022 (the "Effective Date") by and between with **Marudhar Kesari Jain College for Women** its principal place of business located at NH 179A, Marudhar Nagar, Chinnakallupalli, Vaniyambadi, Tamil Nadu 635751 (the "Institution") and **IP EVER LLP**, having with Principal place of business located at G4, Classic No.97 RC Prince Gardenia, Kolathur, Chennai - 600099 (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, **Marudhar Kesari Jain College for Women** is a Private Arts and Science College in the business of providing quality education.

WHEREAS, the Consultant has expertise in the area of Intellectual Property Rights, Patent, Copyright, Industrial Design and Trademark.

WHEREAS, the Institution desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Institution.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- a) Engagement. The Institution hereby engages the Consultant to provide and perform the services (the "Services") as mentioned in the **Schedule A**, of this agreement and the Consultant hereby accepts the engagement.
- b) Standard of Services. All Services to be provided by the Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented he has. The Institution shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- d) Representation and Warranty. Consultant represents and warrants to the Institution that he is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

- a) Commencement. This Agreement shall commence on 30.04.2022 and shall remain in effect until 30.04.2025 or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period"). The Agreement will be extended for a further period of one year based on the mutual consent from both the parties year on year.
- b) Termination. This Agreement may be terminated by either Party by giving [1Month] written notice of such termination to the other Party.

- c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

- (a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Institution shall pay Consultant a Consultancy fee as agreed in **Schedule B** of this agreement, subject to deduction of tax at the applicable rates. The Fee is inclusive of all taxes.
- (b) Payment. The Consultant shall submit to the Institution a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within 15 calendar days after receipt thereof by the Institution.

4. Confidential Information

- (a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Institution's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, Firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Institution either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:
- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
 - (ii) was in the possession of the Consultant prior to receipt from the Institution and was not acquired by the Consultant from the Institution under an obligation of confidentiality or non- use.
 - (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Institution, or
 - (iv) is independently developed by the Consultant without use of any Confidential Information of the Institution.

(a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Institution, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Institution's earlier request, Consultant will deliver to Institution all of Institution's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

5. Interference with Business

- a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Institution without obtaining the prior written consent of the Institution.
- b) Non-Solicitation. Consultant agrees that for a period of Two (2) year after termination of this Agreement, Consultant shall not:
- c) divert or attempt to divert from the Institution any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
- d) employ, solicit for employment, or recommend for employment any person employed by the Institution, during the Consultancy Period and for a period of Two (2) year thereafter.

6. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Institution. The Consultant shall have no right to receive any employee benefits provided by the Institution to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Institution in respect of any obligation that may be imposed on the Institution to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Institution as its agent or to make commitments on behalf of the Institution.

7. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

8. Non-Publicity

Each of Institution and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except:

- (i) to its advisors, attorneys or auditors who have a need to know such information,
- (ii) as required by law or court order,
- (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or
- (iv) as may be required in connection with the enforcement of this agreement.

9. Assignment

The Services to be performed by the Consultant hereunder are personal in nature, and Institution has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty, or obligation under this Agreement without the Institution's prior written consent. Nothing in this Agreement

shall prevent the assignment by the Institution of this Agreement or any right, duty, or obligation hereunder to any third party.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [Chennai, Tamilnadu, India, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the "exclusive" jurisdiction and venue in the courts of Chennai in the city of [Chennai Tamilnadu].

11. General

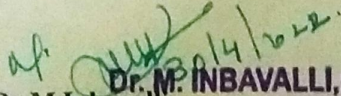
This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

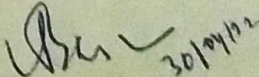
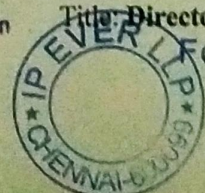
Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
for **Marudhar Kesari Jain College for Women**

By: 
Name: **Dr. M. Inbavalli**, M.Sc., M.C.A., M.Phil, Ph.D.,
PRINCIPAL
Title: **Principal** Marudhar Kesari Jain College for Women
Marudhar Kesari Jain College for Women,
Vaniyambadi-635751,
Tamilnadu, India.

Signed for and on behalf of,
for **IP Ever- LLP**

By: 
Name: **Dr. A. Balaji Ganesh**
Title: **Director - Founder**
For **IP EVER LLP**

Authorized Signatory