

To
TPO

EMGRAD EDUCATIONAL SOLUTIONS PVT LIMITED

Memorandum of Understanding (MOU)

Preamble

This Memorandum of Understanding ("MOU") is entered into on 26-09-2023 by and between:

Party-1:

EMGRAD EDUCATIONAL SOLUTIONS PRIVATE LIMITED

Mytri Square, 2-41/11/6/2, Prashanti Nagar colony,

Kondapur, Serilingampally,

K.V.Rangareddy-500084, Telangana

Ph: 7981519961

Email: contact@gradwise.in

Party-2:

B.V.C GROUP OF INSTITUTES,

Odalarevu - 533210, Allavaram Mandal,

East Godavari District,

Andhra Pradesh-India

Ph: 88562 35416

Email: contact@bvcgroup.in

Background

This MOU is established between Party-1, Emgrad Educational Solutions, and Party-2 B.V.C Group of Institutes, to facilitate access to the GradWise training platform provided by Party-1 to the students of Party-2. The pricing details for this collaboration are attached separately and are considered an integral part of this agreement. This collaboration shall remain in effect as long as both parties mutually agree.

The parties to this MOU shall be as follows:

Party-1: Emgrad Educational Services

- Contact Person: N E V R Dheeraj Varma
- Email: dheeraj_nadimpalli@gradwise.in
- Phone: 7981519961

Party-2: B.V.C Group of Institutes

- Contact Person: Bonam Krishna Satish
- Email: satish.bonam@bvcgroup.in
- Phone: 9848645555

Definitions

For the purpose of this MOU, the following terms shall have the meanings ascribed to them below:

- **Platform:** The GradWise website and associated resources, provided by Party-1, which includes educational content and training materials.
- **Expert Support:** Personalized training, mentorship, and guidance provided by Party-1 to the students of Party-2 as needed.

Terms and Conditions

Access to Platform

- Party-1 shall provide Party-2 with access to the GradWise training platform for the benefit of Party-2's students.
- The scope of the courses and the platform that would be part of this agreement have been listed in the annexure.

Pricing Details

- The pricing details for access to the platform and courses that are covered are provided in the annexure and shall be valid for a period of three (3) years from the effective date of this MOU.

Payment Terms

- Party-2 agrees to make payment to Party-1 for access to the GradWise platform. Payment shall be made prior to the commencement of each academic year during the term of this MOU.
- Invoices for the access fee shall be submitted by Party-1 to Party-2 at least 30 days before the start of each academic year.
- Party-2 shall make the payment within 45 days of receiving the invoice.

Governance and Decision-Making

- Both parties shall establish a collaborative governance structure to oversee and manage the implementation of this MOU.
- The governance structure shall define roles, responsibilities, and decision-making processes, including the appointment of key individuals or committees responsible for various aspects of the collaboration.

Confidentiality

- Both parties shall maintain the confidentiality of any proprietary or sensitive information shared during the course of this collaboration.
- Parties shall not disclose confidential information to third parties without prior written consent, except as required by law.

Dispute Resolution

- In the event of a dispute or conflict arising during the collaboration, both parties agree to first attempt to resolve the matter through good-faith negotiations and discussions.
- If a resolution cannot be reached through negotiations, either party may seek mediation or arbitration as the next step in dispute resolution.

Amendments

- Any changes or amendments to this MOU shall be made in writing and signed by authorized representatives of both Party-1 and Party-2.

Termination

This MOU can be terminated under the following conditions:

- With mutual written consent of both parties.
- If either party breaches any material term or condition of this MOU and fails to remedy the breach within 60 days of receiving written notice from the other party.
- By either party for any reason, with written notice provided to the other party 60 days in advance.

Duration

This MOU shall remain in effect until terminated as described above.

Signatures

For Party-1:

Dheeraj N

Date: 26-09-2023

N E V R Dheeraj Varma
Head of Product and Marketing,
Emgrad Educational Solutions Pvt. Ltd.

For Party-2:

Date: 26-09-2023

Bonam Krishna Satish
CEO,
B.V.C Group of Institutes

Annexures

Pricing:

Plan	Payment schedule	First batch	Yearly	Features
Unlimited (Life-time free)	Single Year	1000	200	<ul style="list-style-type: none">•Course content:•Product features•Mock exams•Reports and dashboard
Expert support (Add-on)	-	500	500	<ul style="list-style-type: none">•Course plan and monitoring•Weekly plan and targets•Solve student doubts•Monitor progress and performance•Custom reports•Conduct assessments

*Additional GST is applicable. Current rate(18%)

Courses:

- Problem solving
- Critical reasoning
- Basics of Programming
- C-Programming
- Python programming
- Data Structures and algorithms
- Communication

Any new course added apart from the above list may not be part of the offering and might require additional charges.

Signatures

For Party-1:

Dheeraj N

Date: 26-09-2023

For Party-2:

B. G. 20/11/24

Date: 26-09-2023