

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") made at Mumbai on the 1st day of July, 2024 ("**Execution Date**") and shall be Effective from 1st day of July, 2024 ("**Effective Date**") is entered into at Mumbai;

BY AND BETWEEN:

BRANDTOUCH & ANALYTICS PRIVATE LIMITED, a company registered under the Indian Companies Act, 2013 bearing CIN no. U93000MH2015PTC266534 having its registered office at 107, Sun Mill Compound, N.M. Joshi Marg, Lower Parel (West), Mumbai 400013 (herein referred to as "**BrandTouch**" / "**BTA**" which expression shall, unless repugnant to the subject or context thereof shall mean and include its affiliates and associates and permitted substitutes or assigns and group companies, incorporated or to be incorporated) of the **ONE PART**;

AND

LALA LAJPATRAI INSTITUTE OF MANAGEMENT, Educational Institute, Approved by AICTE New Delhi , Government of Maharashtra & Affiliated to University of Mumbai, with its principal place of business/ registered office located at Lala Lajpatrai Marg, Mahalaxmi, Mumbai - 400 034 (hereinafter referred to as "**LLIM**" which expression shall, unless it be repugnant to the context or meaning thereof, means and includes his/her heirs, executors, administrators, assigns / partners or partner for the time being of the firm the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner and his or her assigns/ its successors and assigns) of the **OTHER PART**.

BTA and LLIM shall also hereinafter be jointly referred to as the "**Parties**" and severally as the "**Party**".

It is hereby agreed by and between the Parties hereto as follows:

1. Purpose:

BTA is in the business of providing Campus engagement activities including but not limited to Soft Skill Trainings, Technical Trainings, Sponsorships, Events and more related activities. Such programs are either BTA's proprietary developed programs or Brand sponsored programs of BTA and LLIM.



- 1.1 LLIM is a Management Institute, conducting a Two Year Full Time regular post graduate programs in Master of Management Studies and teaches duly admitted students.
- 1.2 The parties hereto agree to jointly play an effective role in uplifting the Institute, Student and Brand partnerships through various initiatives of BTA.
- 1.3 For the purpose of the MOU, "Aspirant", "Student", "Candidate" shall mean any person who is currently studying at the institute or has graduated from the institute or is an alumnus of the institute.

2. Objectives:

- 2.1 Design, develop and deliver programs ensuring required quality in soft skills, technical skills or marketing activities which in turn will lead to professional programs as per the industry requirements and help in making the aspirants employable and/or help uplift their knowledge and capability and/or give them participation certificates.
- 2.2 Working closely with industry partners for establishing the content as per industry requirements and also with academia in order to enhance the quality through Management Development Programs, Educational Development Programs, Seminars and Workshops.
- 2.3 Enhancing skills of students/aspirants through potential internship, placement possibilities and/or practical training to make them market ready.

3. Role of Lala Lajpatrai Institute of Management:

- 3.1 LLIM shall provide the basic amenities such as electricity, water, telephone, projector, AV systems, etc.; suitable and ready for delivering the programs and other activities in conjunction with BTA.
- 3.2 LLIM shall popularize the programs among its students and provide guidance to them to opt for the programs to gain highest level of participation.
- 3.3 LLIM will promote the BTA programs among its students and also the alumni and encourage them to attend these courses.
- 3.4 LLIM will permit BTA to conduct the programs for LLIM students along with students from other institutes on the Institutes premise and with the use of Institutes infrastructure to subsidise BTA's cost of operations. The arrangements for the same will be made in mutual interest of LLIM & BTA.



3.5 LLIM will permit BTA to conduct the programs on its premises with access to the Auditorium (as and when available), classrooms, etc having following minimum infrastructural facility:

3.5.1 Computers with necessary software (MS office and Adobe software suit)

3.5.2 Printers and photocopiers, as required.

3.5.3 Projector with Audio & Video Facility

3.5.4 High Speed Internet access for video conferencing

3.5.5 Rooms for conduct the programs.

3.5.6 Necessary furniture.

3.5.7 Space for programs branding (banners, posters, standees, etc) within and outside the premise as applicable.

3.5.8 Any other infrastructure requiring immediate or future investment will be as per the mutual agreement between LLIM and BTA.

3.6 LLIM hereby grants BTA the permission to facilitate student participation in BTA activities for a duration of minimum of five (5) staggered days within the Academic Year. This authorization enables BTA to organize multiple events and sessions for the benefit of the students and Institute.

4. Role of BTA:

4.1 BTA shall utilize all its strength to collaborate with industries to identify the students and university needs and for the development of such programs. BTA shall accordingly design and deliver various programs within the overall scope of MOU.

4.2 The quality delivery is the responsibility of BTA and BTA would engage the required trainers at their cost and their faculty as per the requirement of the programs from time to time, in conjunction with the Institute.

4.3 BTA shall design, develop and provide the required programs materials and practical training to the aspirants.

4.4 To acquaint an aspirant with Industry norms and spread the awareness about the opportunities in the Industry, BTA will make all its efforts to bring in Industry experts to conduct Industry awareness talks at the Institute, MDPs, EDPs, Seminars and Workshops. These events may be conducted through a hybrid model (Physical/Online) as suitable.

4.5 BTA shall promote the programs to make them successful. It shall also guide and support the aspirant through necessary Q&A's.



5. LLIM shall treat BTA as a strategic partner for joint activities in regards to the Skill Development for mutual benefits.
6. To promote the interest of the students BTA will have the rights to develop and conduct the programs with joint approvals of BTA & LLIM, which could be PAID or SPONSORED (as per the programs requirements and commercial economics). BTA will discuss with the Institute on the commercial implications of such a programs before charging a fee to LLIM or the Student in order to conduct the same. Details of such programs in terms of its overview, objectives, eligibility criteria, pre-requisites, learning outcomes, duration, fees, etc will be mutually decided & approved in advance.
7. At the end of the programs, BTA and Partners may decide to issue a joint certification of completion (as per the programs' definition and need) to the students and LLIM upon completing the programs.
8. If in a scenario where BTA provides support for Campus placement drive, all the placements and offer/appointment issuance in the companies are subject to the rules and regulations of individual companies participating in the BTA Campus Placement drive. At times the companies issue conditional offer letters to students with a clause stating appointment subject to successful completion of their graduation. The student is expected to complete his/her graduation with clearance in all subjects and provide their result/mark sheets to the company to remain immune to such condition to retain their placement made with the company and there shall be no liability on LLIM.
9. The Parties agree that they shall use their best efforts to secure and promote the interests of the other Party and the programs, offering their fullest support and avoid any act/s which might give rise to a conflict of interest. LLIM further agrees to employ reasonable efforts to promote the Programs during the subsistence of this MOU.
10. **Term and Termination:**
 - 10.1 The term of this engagement under the MOU will be for a period of 3 (Three) years from the Effective Date, ("**Initial Term**"). The MOU may be extended upto 3(Three) years on mutual agreement beyond the Initial Term.



10.2 The Parties can terminate this MOU, by giving at least three (3) months prior written termination notice to the other Party subject to successful conclusion of any continuing / agreed / announced programs.

10.3 Each Party shall be entitled to terminate this Agreement by notice in writing to the other party if the other Party commits a material breach of any provision of this Agreement and the other Party fails to rectify the breach within 30 days of being served a notice specifying the breach and being called upon to rectify the same.

11. Proprietary Rights:

11.1 The IPR belonging to each Party shall, at all times, remain the property of each Party owning the IPR. Any Party may use the other Party's IPR only with the prior written consent of the other Party. No license and/or title, express or implied, is passed to the other Party in such IPR through this MOU. In this clause 'IPR' means all industrial and intellectual property rights of any kind including copyright, trademarks, design, moral rights and other proprietary rights. This clause shall survive the termination of this MOU.

11.2 LLIM agrees and confirms that all Intellectual Training Material developed by BTA or its clients shall at all time vest in and remain with and belong to BTA and cannot be used by the Institute without the prior approval of BTA.

12. Confidentiality:

12.1 "**Confidential Information**" includes (i) all technical and commercial information identified as confidential and all other information pertaining to the practices, business strategies, etc. of the disclosing Party (ii) the terms of this MOU (including any Annexure/s); (iii) any proprietary information exchanged between the Parties including during the process of entering into this MOU and not generally known by or disclosed to the public.

12.2 The Parties shall treat as highly confidential and appropriately safeguard, both, during the life of this MOU and thereafter, the Confidential Information of the disclosing Party. The receiving Party shall use Confidential Information solely for the purpose provided hereunder. However, the receiving Party shall not disclose the Confidential Information to a third party without the prior written consent of the disclosing Party. All students data submitted voluntarily by the students to BTA cannot be used.



12.3 Any materials or documents, which have been furnished by the disclosing Party, will be promptly returned and/or destroyed, accompanied by all copies of such documentation, after the termination of this MOU.

12.4 Any student data submitted to BTA or its client partners voluntarily by students cannot be misused in any form.

13. Dispute Resolution and Arbitration:

13.1 In the event any dispute or difference arises between the Parties in respect of this MOU and/or any related documents/writings (hereinafter referred to as the "**Dispute**"), the Parties shall firstly endeavor to personally resolve such Disputes in an amicable manner within thirty (30) days from the date one Party first notifies (in writing) the other Party of the existence of such Disputes.

13.2 In the event such Dispute is not resolved within the said period of thirty (30) days, the Parties shall jointly appoint a sole arbitrator. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at Mumbai and the language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing, and shall be final and binding upon the Parties.

13.3 This MOU shall be governed by and construed in accordance with the laws of the Republic of India, and shall be subject to the jurisdiction of the Courts of competent jurisdiction at Mumbai.

14. Miscellaneous:

14.1 This MOU will bind to the benefit of each Party's permitted successors and assigns. Neither Party may assign this MOU, in whole or in part, without the other Party's written consent.

14.2 LLIM & BTA mutually agree to adhere to all the obligations and expectations of this MOU.

14.3 If any provision of this MOU is found invalid or unenforceable, that provision will not be enforced, and the other provisions of this MOU will remain in force.

14.4 Neither this MOU, nor any terms and conditions contained herein may be construed as creating or constituting an agency relationship between the Parties.



- 14.5 LLIM is permitted to only disclose this MOU to all its regulatory authorities as and when required. Any other disclosures will require a written approval from BTA.
- 14.6 The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 30 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.
- 14.7 Any notice or other communication to be given by one Party to any other Party under, or in connection with, this MOU shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter or facsimile transmission or by email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission) and at the time of the receipt of a delivery confirmation (in the case of an email), provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or 10 (ten) days after being dispatched in the post, postage prepaid, by the most efficient form of mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number or email address specified below, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the other Parties hereto by notice in writing.



If to BTA:

Name : Brandtouch & Analytics Private Limited
Attention : Mr. Akshay Gokalgandhi
Address : 107, Sun Mills Compound Rd, Lower Parel,
Mumbai 400013 Maharashtra
Telephone: +91 9768989898
Email : Akshay.g@brandtouchindia.com

If to the Institute:

Name : Lala Lajpatrai Institute of Management
Attention : Dr. H.J. Bhasin, Director.
Address : Lala Lajpatrai Marg, Mahalaxmi,
Mumbai - 400034
Telephone : 022-23531142
Email : info@llim.edu

- 14.8 BTA & LLIM expressly disclaims all warranties of any kind, whether expressed or implied, except as stated herein.
- 14.9 This MOU may only be modified, or any rights under it waived, by a written document executed by both Parties. Waiver by one Party hereto of breach of any provision of this MOU by the other shall not operate or to be constituted as a continuing waiver.
- 14.10 All rights and remedies existing under this MOU are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 14.11 Both the Parties represent and warrant to the other Party that all the actions or conditions required to be taken to authorize the execution including additions or changes to the terms of the MOU in future, and to exercise its rights and perform its obligations under this MOU have been duly taken and satisfied. Further the execution and performance of this MOU will not violate any law or any agreement currently in force.
- 14.12 Each Party to this MOU shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this MOU.



IN WITNESS WHEREOF, by the signatures of their duly authorized representatives below, the Parties, intending to be legally bound, agree to the terms of this MOU as on the Execution Date.

For and on behalf of
Brandtouch & Analytics Private Limited




By: Authorized Signatory

Name: Mr. Shailesh Kumbhar

Title: Accounts & Finance Head

For and on behalf of
Lala Lajpatrai Institute of Management



By: _____

Name: Dr. H.J. Bhasin

Title: Director

