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MEMORANDUM OF UNDERSTANDING



Sambalpur University,
Jyotivihar, Burla, Sambalpur

And



Clicks Talent Connect Pvt Ltd
Madras Road, Bhattarahalli, Bengaluru

This Memorandum of Understanding (MoU) is entered and come in effect on 17th day of June month of year Two Thousand Twenty-Two (2022) between;



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Sambalpur University, Jyotivihar, Burla, Sambalpur – 768019, Odisha, India (herein referred to as S.U.) established in 1966 and recognized by the University Grant Commission. It is a member of the Indian Association of Universities as well as Commonwealth Association of Universities. Sambalpur University has been reaccredited by NAAC with A Grade in September 2016 for a period of five years. It has 20 Post-Graduate Departments, 1 Constituent Law College, 1 Constituent Engineering College, A Directorate of Distance Education and a number of centres like Private Education Cell, UGC Human Resource Development Centre (HRDC), an Academic Staff College. The University also offers number of Self-Financing Courses. Besides, there are one hundred and forty* affiliated colleges under the University. The University has envisioned being a centre of excellence in higher education with a focus on innovative teaching, learning, research, consultancy and extension activities for building a creative, enlightened and productive civil society.

And

Clicks Talent Connect Pvt Ltd having its operational office at First Floor, Hebron Tower 9, Old Madras Road, Bhattarahalli, Bengaluru, Karnataka - 560049, (hereafter referred to as "**Clicks Campus**"), an organization committed to providing Online and offline Skill Development Courses & Professional Certification Courses

RECITALS:

- A. WHEREAS Clicks Campus has been established for the purpose of enriching the Skills and to jointly work for enhancing the quality of employability of students by providing access to Clicks Campus Career and Skilling Platform.
- B. WHEREAS partner wishes to collaborate with the Clicks Campus for the purpose of getting free access to selected courses on Employability and Skill Development courses for all the students associated with partner.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the partner and for the specific purposes mentioned below.




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2. Clicks Campus shall be responsible for providing free logins to all the students of University irrespective of their disciplines and academic years of studies and the administrative control will be with Sambalpur University and Clicks Campus.
 3. Partner shall be responsible for providing the required information in the format specified by Clicks Campus to generate successful login credentials.
 4. Partner shall be responsible to extend full support in organizing the Virtual Roadshow event to exchange the MoU and providing awareness to students about the free courses which are being given to students of partner.
 5. Clicks Campus shall give free access to 200+ hours of Employability training courses on Clicks Campus platform to all the students of partner and students can access these courses for four years from the date of signing the MoU.
 6. Clicks Campus shall provide free access to the Career section of the platform, which enlightens students about various Job opportunities existing in the private and public sectors.
 7. Clicks Campus shall only be providing information about career opportunities for students but it shall not be the responsibility of Clicks Campus to provide placement opportunities, organize recruitment drives and coordinate with recruiters for student placements.
 8. Clicks Campus shall provide free access to all the published online courses listed in the Knowledge section of the platform.
 9. Clicks Campus shall have all the privileges to get Corporate Social Responsibility Fundings from various corporate groups or standalone entities for the programs offered for free to students of the University.
 10. Other courses or sections on the platform shall not be available for free for students of the partner as these courses/sections are not under the purview of this collaboration and other regular operational and functional process flow of Clicks Campus on the platform shall be continued as usual, as they are not under the scope and objectives of this MoU.
 11. University shall be responsible to ensure login credentials generated for students shall be effectively used by the respective student and the login credentials shall not be transferred to any unauthorized individuals or organizations or entities.
 12. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
 13. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
 14. The terms and conditions mentioned herein shall commence on the execution of this MOU for all the students of the partner and shall continue for a period initially for **Two Academic**



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- Years** or for such period as may be determined or extended by the parties from time to time by written notice.
15. Clicks Campus shall be responsible to generate login credentials each academic year for new students enrolling in the University for the fresh academic year and Partner shall provide the required data for the same.
 16. Partner shall provide a time slot to Clicks Campus for having a Virtual Road Show for every new batch of students enrolling in the new academic year to bring awareness about Clicks Campus and the platform offered.
 17. Partner shall intimate time slot to its partner 15 days prior for making suitable arrangements for Virtual Roadshow event.
 18. E-Certificate for the student successfully completing Employability training shall be issued only based on the satisfactory completion of training and performance of the student in the assessment associated with the course.

CONFIDENTIALITY

a) Confidential Information:

- I. The Parties own and may develop, compile and own certain proprietary techniques, trade secrets, and confidential information, which are very valuable to that Party (collectively, "Confidential Information"). The disclosing Party may disclose Confidential Information to the other during the performance of the Services.
- II. Confidential Information is any information relating to the disclosing Party that is not accessible by the general public and includes not only information disclosed by the Party, but also information developed or learned by the Party during the performance of the Services. The Disclosing Party's Confidential Information is to be broadly defined and includes all information, which has or could have commercial value or other utility in the business that the other Party is or may be engaged in and the unauthorized disclosure of which could be detrimental to the interests of the disclosing Party, whether or not such information is identified by disclosing Party.
- III. Confidential Information includes, but is not limited to, details of the disclosing Party and business contacts, developments, designs, inventions, software, techniques, know-how, data, marketing, sales or other business information, scripts, costs and resources, tools used; and all derivatives or improvements to any of the above.

b) **Non-disclosure and Protection:** The Parties agree that at all times during or subsequent to the performance of the Services, the Parties will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information,



except for the receiving Party's own use during the Term of this MOU and only to the extent necessary to perform the Services. The receiving Party shall not remove or cause to remove tangible embodiments of, or electronic files containing, Confidential Information from the disclosing Party, without prior approval of the disclosing Party and vice versa.

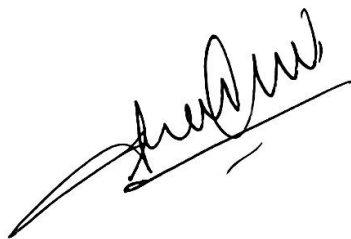
TERM AND TERMINATION

This MOU shall take effect immediately from the Effective Date and continue to remain in full force and effect for a period of Three years (hereinafter, the "Term") from the date of signing of the agreement. This agreement may be extended on mutual agreement of both parties unless earlier terminated by either of the parties.

- I. Termination of the MOU and the Services hereto may be made by either Party communicating its intention to do so to the other Party, by giving such other Party a 1-month's advance written enlisting reasons for such termination.
- II. Either Party may terminate this Agreement for cause by providing the other Party notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach, such breach may include wrong information or fraudulent activities or related activities or any breach of obligations under this Agreement, within fourteen (14) days after its receipt of intimation of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

INTELLECTUAL PROPERTY RIGHTS

Clicks Campus shall retain all rights, title and ownership to Intellectual Property that arises out of the provision of Services under this Agreement and shall be used by both the parties to the MoU. Intellectual Property rights shall mean and includes all intellectual property, in any part of the world, whether registered or not registered, in particular: (a) all trademarks, service marks, trade names, logos; patents, design rights; trade secrets, including, know-how, technology, source code, API's, databases, design elements including user interfaces, formulae, industrial, scientific and commercial information, techniques and inventions; processes, manuals, documentation, and scientific and technical data and information; copyrights, works of authorship, and topography rights, data base rights; computer hardware and software including



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such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

DISCLAIMER OF WARRANTY

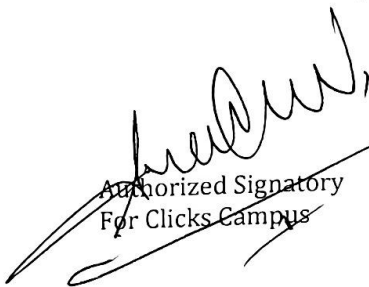
The warranties contained herein are the only warranties made by the parties hereunder. Each party makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

RESOLUTION OF DISPUTES

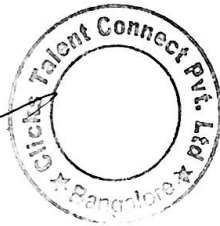
The Parties hereby agree that any disputes arising out of or in connection with this MOU shall be handled within the jurisdiction of the courts of Sambalpur, Odisha, India.

EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signatures of the authorized officials of the Parties. In written whereof both parties put their hard seal on the day, month and year herein mentioned.



Authorized Signatory
For Clicks Campus



Date: 17th June 2022

Place: Bangalore

Name: Arasu Mathad Tippu

Designation: CEO

Clicks Campus

Seal:





Authorized Signatory
for Sambalpur University
Vice-Chancellor
Sambalpur University
Jyoti Vihar, Sambalpur

Date: 17th June 2022

Place: Sambalpur University

Name: Prof. Sanjiv Mittal

Designation: Vice -Chancellor

University: Sambalpur University

Seal: