



## MOU

This MOU is entered into at Mumbai on the 18<sup>th</sup> August 2015

### BETWEEN

**Podar Education Network Pvt.Ltd.**, a Company duly incorporated under the Companies Act 1956, having its Registered Office at Podar Centre, 85, ChamarBaug, Post Office Lane, Ambedkar Road, Parel, Mumbai - 400 012, hereinafter referred to as the "First Party" through its present Authorised Representative, **Mr.HarshPodar**, which expression shall unless repugnant to the context or meaning thereof, include its Heirs, Legal Representatives, Executors, Administrators, Successors and permitted Assigns, of the FIRST PART

### AND

**"Rajasthan Charitable Trust"**, a trust / society / company registered having its registered office at c/o. **Baheti Offset Printers, Bhawani Nagar, Mondha, ParliVaijnath - 431515**, hereinafter referred to as "Second Party" through their Authorized Signatory,

**Mr.Kanaprasad Balaprasad Zanwar** having residence address at c/o. **Baheti Offset Printers, Bhawani Nagar, Mondha, ParliVaijnath - 431515**

Which expression shall unless repugnant to the context or meaning thereof, includes its heirs, legal representatives, executors, administrators, successors and permitted assigns). Of the SECOND PART.

### WHEREAS:

**Manager**  
**Kanaprasad Zanwar**  
Rajasthan's Podar Learning School

**Principal**  
**Rajasthan's Podar Learning School**  
**Parli-V Dist.Besud (M.S.)**

- i. The First Party has developed strong academic resources in running of educational institutions;
- ii. The First Party has used this knowledge and these skills to assist various organizations in opening and running institutions throughout the country;
- iii. Both parties hereto agree that the First Party shall, in accordance with the terms and conditions recorded in this MOU, provide the Second Party with academic support in relation to the operation of the School as described in this MOU
- iv. The Second Party is in the process of starting a school and has approached the First Party for grant of their expertise at **Mahesh Nagar, Parli-Gangakhed Road, Parli Vaijnath**. After discussions between the two parties, the same was agreed to by the Party of the First Part, on the terms and conditions set forth herein.
- v. The First Party and the Second Party hereby mutually agree, undertake and confirm the recitals and/or clauses of the MOU and set forth, valuable consideration for the same.
- vi. The Second Party has confirmed that the commencement of Std. 1 and further grades will only be done after the formation of a Trust by the Second Party. Without a trust, Std. 1 onwards will not be launched.

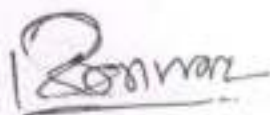
NOW, THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

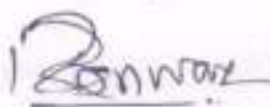
#### 1. COMMENCEMENT AND EFFECTUAL DATE:

The MOU shall commence from **August 2015**.

#### 2. DEFINITIONS:

- i. *Confidential Information:-* Confidential information shall mean all information or data disclosed (whether in writing, oral or by any other means, which may include by way of CD, Books, Notes, Brochures, lesson plans, videos, etc which may be used in process of the school) by the "First Party" to the "Second Party"



  
**Manager**  
**Kantaprasad Zanwar**  
 Rajasthan's Podar Learn School

  
**Principal**  
**Rajasthan's Podar Learn School**  
**Parli-V Dist Beed (M.S.)**





- ii. *Intellectual Property*: Intellectual property rights shall include all rights in existing and future intellectual properties in the nature of registered and unregistered rights to any and/or all Tradenames, Trademarks, Copyrights, Confidential information, Designs, Ideas, Strategies, Database rights and all other intellectual property rights of any sort throughout the World.
- iii. *Methods*: Methods shall mean Methods, Techniques and Process developed by the First Party.
- iv. *Parties*: Parties means both the First Party and the Second Party.
- v. *Material*: Material for the purpose of this MOU shall mean all Confidential Information and Intellectual Property Rights.

### 3. EXTENT & SCOPE OF MOU:

- i. The First Party will provide academic support and co-curricular activity support from **Primary and Secondary School (Std. 1- Std. 10)** to the following school :

**Rajasthan's Podar Learn School**

- ii. The First Party is only providing academic and co-curricular support to the said school. It is no way involved in the management of the school

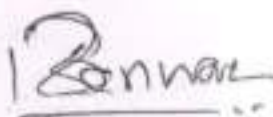
### 4. TRAINING & WORKSHOP:

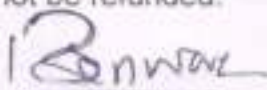
- i. The First Party shall regularly conduct training programs for the Second Party. These training programs are mandatory for the Second Party's principal/school head and teachers to attend.
- ii. The Second Party shall from time to time attend, or delegate his / her staff to attend the trainings and workshops conducted by the First Party in hub locations or at the head office in Mumbai.

### 5. FEES:

- i. Curriculum fee would be **Rs. 17,00,000** for the first 3 years of the MOU.

The amount once paid shall not be refunded.



  
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 Kantaprasad Zanwa  
 Rajasthan's Podar Learn School

  
**Principal**  
 Rajasthan's Podar Learn School  
 Part-V Dist. Beed (M.S.)

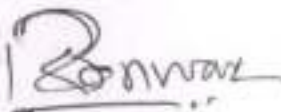


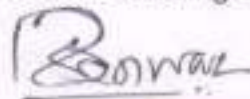
## 6. BRAND NAME / TRADE NAME:

- i. This MOU shall not create any right, title or interest in favour of the Second Party in respect of the registered Trademark "Podar Education Network" of the First Party.
- ii. The Second Party shall desist from using the First Party's Proprietary trademarks or copyrights and all other intellectual property rights in any manner whatsoever except in cases as approved by the First Party in writing. Upon termination of MOU, the Second Party shall cease to use of First Party's proprietary trademarks or copyright and all other intellectual property rights.

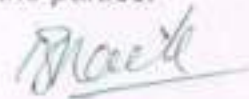
## 7. GENERAL TERMS AND CONDITIONS:

- i. This MOU is not transferable, without the prior written permission of the First Party.
- ii. The First Party is in no way involved in the operations, profitability or management of the school. It is only providing academic and co-curricular support to the Second Party. All operations done in the school are the sole responsibility of the Second Party.
- iii. The Lesson Plans / videos will be uploaded on the server. The school will be given a username & password with which to access the same.
- iv. Curriculum up-gradation is included.
- v. If the academic support fees is not paid by the Second Party to the First Party on time, the First Party will deny Second Party access to the server. The First Party is at liberty to pursue legal action against the Second Party if it finds this occurring.
- vi. The MOU herein does not grant any exclusive rights to the Second Party. The First Party shall be at liberty to open its own school or to appoint and grant another Second Party, to a third party, at its discretion.
- vii. It is clearly agreed and understood by and between the parties hereto that this MOU does not amount to a partnership or a joint venture and no partnership or joint venture is being entered into by the parties.





**Manager**  
Kantaprasad Zariwa  
Rajasthan's Podar Learning Society



**Principal**  
Rajasthan's Podar Learning Society  
Parli-V Dist. Beed (M.S.)





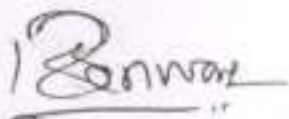
- viii. The First Party reserves the right to withdraw/ suspend or to make changes in the material/ course of curriculum of the school.

#### 8. OWNERSHIP OF THE INTELLECTUAL PROPERTY RIGHTS:

- i. The Second Party acknowledges and recognizes the exclusive right of the First Party to the Intellectual Property rights including without limitation Trademarks as well as the Insignia, Logo-grams, Designs, Copyright and Other Intellectual Property Rights associated with the First Party.
- ii. The Second Party covenants that it shall not sell, assign, copy, assist or make available to anyone any information and / or material that would enable such party to use or to duplicate the system, method, Programs, course and other teaching materials and procedures of the First Party and undertakes to keep the same as secret which are unique and are sold and exclusive property of the First Party. The Second Party agrees that it will in no way be entitled to utilize such knowledge, information and material beyond the manner as approved and designed by the First Party.

#### 9. CONFIDENTIAL INFORMATION:

- i. The operational instructions, curriculum material designed for use are deemed to be confidential in nature and as such shall at all times be deemed and remain the sole property of the First Party.
- ii. The Second Party agrees that it shall use the curriculum / lesson plans only for the purpose of teaching the students of its school mentioned in the MOU.
- iii. The Second Party agrees not to share / sell the lesson plans / curriculum with any unauthorized party.
- iv. The First Party is at liberty to pursue legal action against the Second Party if there is a breach of the above.
- v. The Second Party shall immediately inform the First Party in writing of any unauthorized use or disclosure of the Confidential Information and shall assist the First Party in preventing such unauthorized use or disclosure of the Confidential Information.
- vi. The First Party shall be the owner of the all Confidential Information disclosed to the Second Party including without limitation its Intellectual Property Rights. The Second Party acknowledges and agrees that nothing contained in this MOU shall be construed as granting rights to it.



  
**Manager**  
**Kantaprasad Zanwa**  
 Rajasthan's Podar Learn School

  
**Principal**  
**Rajasthan's Podar Learn School**  
 Part-V Dist. Beroil (M.S.)



# 10. INDEMNITY BY THE SECOND PARTY:

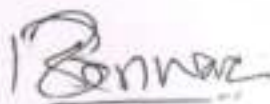
- i. The Second Party hereby covenants and agrees with the First Party that the Second Party shall indemnify and save harmless the First Party from any and all claims, liabilities, losses, expenses, responsibility and damages by reason of any claim, proceedings, action, liability or injury arising out of the Second Party's omission / commissions or conduct of the school and/or premise or as a result of the Second Party's relations with their staff / associates and other third parties or because of any breach of this MOU by the Second Party.
- ii. The Second Party shall be solely liable for the safety, security and protection of the students, staff, teachers, parents, visitors of the School or any other Person at the School. In the event of any unforeseen eventualities such as accidents/illnesses or any untoward incidents due to the misbehaviour of the school staff, which may result in physical injury or mental trauma to the students at the School, the Second Party shall entirely be responsible for all the consequences and shall exclusively be liable for the costs and penalties arising thereof. The First Party shall under no eventuality be held responsible or liable for any such unforeseen circumstances or the consequences thereof.
- iii. The Second Party fully indemnifies the First Party for any accident, trauma, bullying, sexual misbehaviour, injury caused due to building construction defects etc. that takes place in the premises of the Second Party's school and/or during any excursion/field trip/outdoor event etc organized/promoted by the Second Party.
- iv. The Second Party completely indemnifies the First Party for any accident / incident / misbehaviour that takes place during the transportation of the students.

This MOU shall be executed in duplicate and the First Party and the Second Party shall retain one such executed MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and the year first above written.



**Manager**  
**Kantaprasad Zanwa**  
Rajasthan's Podar Learn School







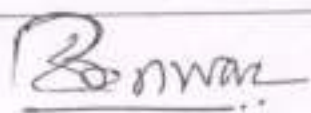
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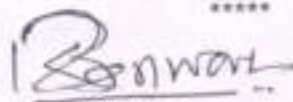




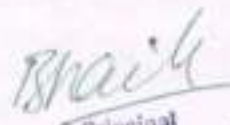
For Podar Education Network Pvt.Ltd. Through the hands of <b>Mr.HarshPodar</b>  Designation : <b>Director</b>	
In presence of Name : <b>Mr. Deepak R. Singh</b>  Designation: <b>Marketing Manager</b>	

SIGNED AND DELIVERED BY within named Second Party by the hands of its Authorized signatory:

Name : <b>Mr.Kanaprasad Balaprasad Zanwar</b>	
Designation : <b>Authorized Signatory</b>	
In presence of Name :	

\*\*\*\*\*  


**Manager**  
**Kanaprasad Zanwar**  
Rajasthan's Podar Learn School

  
**Principal**  
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