Memorandum of Understanding

Rai University

and

ByteXL India Pvt. Ltd.

This Memorandum of Understanding (MOU) is entered into this day of 22nd June, 2023 between **Rai University,** a university established under Gujarat State Legislature (Act No. 12 of 2012), having its registered office at SH 144, Village – Saroda, Taluka – Dholka, Dist. – Ahmedabad – 382260, Gujarat, India (hereinafter referred to as "Rai University")."

<div align="center">**AND**</div>

ByteXL India Pvt. Ltd, having its registered office located at 16/1/25, ROAD NO.7, IDA NACHARAM HYDERABAD - 500076 TELANGANA, India (hereinafter referred to as "ByteXL")."

WHEREAS,

1. ByteXL is engaged in assisting Rai University in sourcing and admitting students with the aim to enhance the efficiency and effectiveness of the student recruitment and admission process.

2. ByteXL, as a knowledge partner, collaborates closely with Rai University to design educational programs aimed at holistic student development. The said programs are expected to meet high standards and provide valuable opportunities for personal and academic growth.

3. Both Parties are desirous of entering into an agreement whereby ByteXL will provide its expertise for the development of various Short Courses, Diploma, PG Diploma, and Degree programs offered by the university at its Ahmedabad campus.

4. Both Parties wish to express their understanding in writing and this Agreement contains the terms and conditions agreed upon between them.

5. This Agreement supersedes any prior discussions/agreements between the Parties in respect to the subject matter contained herein.

   NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties have agreed upon the following terms and conditions as set forth hereunder:

1. **OBJECTIVE AND SCOPE OF THE AGREEMENT:**

   Objective:

   a. ByteXL will facilitate Rai University in sourcing and admitting students, aiming to optimize the student recruitment and admission process.
   b. ByteXL will collaborate with Rai University to devise comprehensive educational programs with an emphasis on holistic learning and student development.
   c. ByteXL will furnish critical academic support to prospective students, playing a significant role in curriculum implementation, and fostering an optimal learning environment.
   d. ByteXL will be actively involved in the creation and execution of innovative learning

models aimed at enhancing student engagement and improving the overall teaching experience.

e. ByteXL will continually support Rai University in maintaining superior educational standards and staying updated with the latest educational trends and innovations.

Scope:

a. ByteXL will identify potential students for Rai University and contribute towards the development of effective student recruitment strategies.

b. ByteXL will streamline the admissions process, ensuring a seamless and efficient experience for prospective students considering enrolment at Rai University.

c. ByteXL will leverage its expertise to develop comprehensive academic programs that adhere to high standards and provide opportunities for personal and academic growth.

d. ByteXL will assist Rai University in conducting regular reviews and updates to its curriculum to stay aligned with the latest academic trends and industry needs.

e. ByteXL will provide requisite resources and training as per Rai University's requirements, thereby aiding in the enhancement of the teaching-learning process.

f. As a strategic partner, ByteXL will help Rai University in building relationships with industry partners and alumni networks, thereby improving the university's visibility and outreach.

2. PROGRAMS

a. Master of Computer Applications
b. Bachelor of Computer Applications
c. Bachelor of Science

4. ROLES AND RESPONSIBILITIES

a. The Parties agree to establish an Advisory Board to provide guidance on the vision and advancement of the joint program. The Parties agree to select a single point of contact ("SPOC") to facilitate communication and collaboration. The Parties also agree to set forth the roles and responsibilities of the University and ByteXL, along with their joint responsibilities.

b. The SPOC from Rai University will be Dr. Sailesh Iyer, Dean, Rai School of Engineering, Rai University and the SPOC from ByteXL will be Mr. Raj Desai, Senior Business Development Manager, ByteXL.

Roles and Responsibilities of the University

a. Rai University shall remunerate ByteXL for academic and non-academic support in the execution of the joint program, on a revenue-sharing model as agreed upon and detailed in subsequent sections – **"Revenue Sharing Model"** of this agreement.

b. Rai University shall provide all necessary facilities such as classrooms, libraries, computer labs, and other infrastructure support required for the programs.

c. Rai University shall consider ByteXL's advice or suggestions to align with academic programs in compliance with UGC and other prevailing norms.

d. Rai University shall award the Diploma/Degree/Certification as per the academic programs in compliance with UGC and prevailing norms.

e. Rai University shall follow its Examination system for courses offered under the collaborative program, and fees will be set by the university as per approved norms.

Roles and Responsibilities of ByteXL

a. ByteXL, as a knowledge partner, shall provide mentorship, execution, syllabus design, direction, and guidance to the collaborative program.
b. ByteXL shall assign qualified and experienced resources for teaching according to Rai University's requirement.
c. ByteXL's assigned resources shall undertake primary duties such as regular attendance, record-keeping, assessing student answer sheets according to the university's guidelines, and engaging students in classroom and practical sessions.
d. In case of any unfavourable feedback regarding the teaching-learning process, ByteXL shall arrange for a suitable replacement promptly.
e. ByteXL shall deploy industry experts and qualified faculty to assist in updating course modules, provide training, manage labs, and impart industry-relevant knowledge.
f. ByteXL may recommend books for the university library and advise on book procurement.
g. ByteXL shall provide academic support in delivering the approved course curriculum. Costs related to deploying visiting faculty or experts for teaching and university boards will be borne by ByteXL.

Joint Responsibilities

a. Both ByteXL and Rai University shall work collaboratively in the design and launch of the course curriculum and programs.
b. Media utilization for any form of communication that involves the use of either party's logo/name requires mutual written consent.
c. The successful initiation and completion of each batch is a shared responsibility between ByteXL and Rai University.
d. Fees for various programs shall be mutually agreed upon between ByteXL and Rai University, in compliance with the fee regulatory norms set by the University for academic programs.
e. The revenue-sharing agreement shall be detailed in the "Revenue Sharing Model" section of this agreement. Taxes shall be paid based on the actual invoice amount.

5. **Revenue Model**

a. Admissions ByteXL will receive a payment equivalent to 20% of the program fees for the first year, as compensation for its role in supporting Rai University in the acquisition and admission of new students.

b. Skilling: ByteXL will also receive 20% of the program fees for their role in skilling,

this part of the fee supports ByteXL's role in developing high-quality educational programs for Rai University. We will assign qualified and experienced resources for teaching as per the university's needs. Our teaching resources will take on important responsibilities like regular attendance, record-keeping, and assessing student answer sheets as per university guidelines.

Furthermore, an invoice for the skilling component can be issued by ByteXL by the 25th of each month. Rai University will ensure that this payment is processed at the latest by the 10th of the subsequent month.

6. INTELLECTUAL PROPERTY RIGHTS

    a. All the courses designed by byteXL underthis agreement will be the Intellectual Property Rights and remains with byteXL even after the termination of the agreement.

7. VALIDATION OF THE AGREEMENT

    a. This agreement will be valid for *3 Years* starting *22nd June 2023*, which can be extended further by mutual consent.

8. TERMINATION

    a. The contract shall be subject to termination in accordance with the applicable legal provisions, allowing either party to terminate the contract within 60 days after the receipt of written notice.

9. NON-SOLICITATION

    a. Engage or attempt to engage, either as an employer, contractor, or consultant, any individual who is currently engaged or has been previously engaged by the other Party.

    b. Induce or attempt to induce any individual who is engaged or has been engaged by the other Party to terminate their engagement or employment.

    c. Interfere with the existing relationship between the other Party and any individual who is engaged or has been engaged by the other Party.

    d. Contact, solicit, divert, appropriate, or engage in any business activity (other than exclusively for the benefit of the Parties) with any customer of the other Party if the intent of such activity is to solicit the customer for a competing business, encourage the customer to reduce or discontinue business with the other Party, or otherwise interfere with the business relationship between the other Party and the customer.

    e. Interfere in any way with the other Party's relationship with any supplier, manufacturer, service provider, or other business relation.

10. NOTICES

    a. Any notice or other information required by this Agreement is to be given by hand, email, or sent by first class pre-paid registered post through a reputed courier service to the other Party. It is binding on both the Parties as per their stated locations.

11. INDEMNIFICATION

a. Subject to the provisions of, and limitations contained in this Agreement, parties shall upon demand indemnify, hold harmless and defend other party and its respective directors, officers, and employees from and against any claim, loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by any of the aforesaid indemnified persons arising out of or in connection with this Agreement, or arising out of non-compliance with any applicable law and rules or regulations related to itsobligations under this Agreement, or due to non-arising from any suit, action or proceeding by any third party against any of the indemnified persons, as a result of or in consequence of any act or omission of whatsoever nature of the EITHER PARTY its employees, representatives and staffs, including without prejudice to the generality of the foregoing, any complaint or loss or damage or claim for compensation arising out of the infringement of third party IPR orfor providing incorrect or misleading content or for breach of its obligations by the and / or connected activity whether or not such act or the omission or accident or loss or damage was due to any negligence, want of care or any misconduct of the EITHER PARTY, its employees, representatives, sub- contractors and staff. This clause shall survive any termination or expiration of this Agreement.

12. CONFIDENTIALITY

a. Each party undertakes to keep and maintain any and all information received under this Agreement from the other party in the strictest confidence and not to disclose (directly or indirectly) such information to any third party or make copies of any confidential information without the prior consent of the disclosing party. The receiving party shall use the confidential information solely for the purpose if implementing the transaction contemplated herein and not for any other purpose. All such information shall remain the sole and exclusive property of the receiving party and upon termination or expiry of this Agreement, the Receiving Party shall return or destroy such information to the reasonable satisfaction of the Disclosing Party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date written herein below:

Authorized Signatory

(RAI UNIVERSITY)

.....Dr. ANIL TOMAR
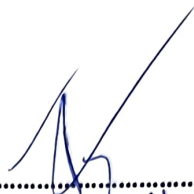
Name:
Designation: PROVOST
RAI UNIVERSITY

Date: 22/06/23

Witnesses:

① Prof. LALIT ADHIKARI
Registrar

② Dr. Srailsh Iyer Sailold
Dean, RSB

Authorized Signatory

(byteXL India Pvt. Ltd.)

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Name: Sri Charan
Designation: COO & Co-founder.
byteXL India Pvt. Ltd.

Date: 22/6/'23

Witnesses: Roy Desai