



BHABHA ENGINEERING RESEARCH INSTITUTE

(Approved by AICTE, New Delhi & Affiliated to Bhabha University, Bhopal)

Jatkhedi, NH-12, Hoshangabad Road, Bhopal - 462026, M.P. (India),

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Ref. No.: BERI/Acad./2021/107

Date: 27/8/21

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made at New Delhi on this [Friday] day of [August], 2021, [27] by and between:

BHABHA ENGINEERING RESEARCH INSTITUTE, BHOPAL a Private B.Tech/Diploma college constituent institute of BHABHA UNIVERSITY, having its campus at BHOPAL, through its Director, **Prof [Dr. ASHOK JHALA]** (herein referred to as "College", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and permitted assigns) of the **First Part;**

AND

Parivartan-Foundation, a not for profit trust registered at F23, Naraina Vihar, New Delhi - 23 and (hereinafter referred to as "PF" which expression shall where the context so admits include its trustees and executors, and assigns represented by **Shri Puneet Jhingan**, of the **Second Part;**

AND

EduNeev Solutions Private Limited, a company registered under the Companies Act, 2013 at C702, Arvind Apartments, Sector 19B, Dwarka, Delhi - 75 and (hereinafter referred to as "ESPL" which expression shall where the context so admits include its successors, executors, and assigns) represented by **Shri Puneet Jhingan**, of the **Third Part;**

PF, ESPL and College are hereinafter collectively referred to as "**Parties**" and each individually as a "**Party**".

RECITALS:

- A. ESPL is a registered company engaged in the business of providing education related services. ESPL has developed a unique set of systems, processes and content offerings for Engineering and Applied Science colleges including their students, under its brands namely 2Learn, Vdo2Learn, Act2Learn, etc.
- B. PF is a not for profit organization engaged in promotion, expansion, and support of education among children across India.
- C. PF and ESPL have entered into an understanding inter se, to constitute **Parivartan-EduNeev Collaboration ("PEC")** to enable ESPL offer its Vdo2Learn ("V2L") video content library to Colleges, on a No-Charge basis subject to certain terms to support students whose studies have been substantially affected during the Pandemic, and PF and ESPL hereinafter are collectively referred to as "PEC". ESPL shall be the primary interfacing and provisioning entity for the College.

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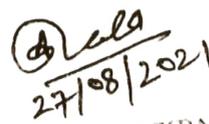
- D. The College has expressed its interest for its students to access the Vdo2Learn video library resource for the upcoming academic semester(s) on the broad terms and conditions stated herein and ESPL, at the request of the College, has agreed to provide the Services (as defined hereinafter).
- E. The Parties are thus desirous of entering into this MOU for recording their understanding with respect to accessing the Services on the binding terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following broad and binding terms and conditions:

BROAD TERMS AND CONDITIONS

1. The College shall appoint a Single Point of Contact ("SPOC") person for liaison between the Parties, Faculties and students for the day-to-day operations and coordination, and that sufficient authority should be vested with the SPOC for effective and prompt discharge of its role.
2. The College through its SPOC shall promptly furnish all information requested by PEC to provision the Service including but not limited to the requested particulars of students and faculty of various courses for each semester, handling of escalations, routing of feedback and circulars, orientation for students, campus visits etc.
3. To provision the Service, in each Semester, ESPL will provide **one V500 coupon** for each selected Paper Code ("**Access Plan Coupons**") to respective College Faculty, enabling them to avail 100% discount towards the **500-hours VPT Access Plan of Shared Video Play Time**. This Plan can be accessed and used by the College Faculty and/or their students on shared basis. In addition, ESPL will provide **one V1 coupon** for that Paper Code to the College Faculty which can be used multiple times, enabling each of their enrolled students to avail 100% discount towards **1-hour VPT Access Plan and join the Shared VPT group of the College**.
4. PEC may offer Access Plan Coupons for subsequent Semesters at its discretion and subject to **minimum usage of 400 out of the 500 allocated hours of each allocated Coupon**, as well as the observance of **Acceptable Usage Practices (AUP)** by the College and its students, where **AUP means** a) **ensuring reasonable confidentiality**, b) **no unauthorized copying and/or nonauthorized/public distribution of 2Learn content or material** etc.




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5. Each Access Plan Coupon has a 'use-by-date' and 'Video Play Time' limit. Expired Access Plan Coupons cannot be refreshed. However, users are free to purchase fresh or 'Top-up VPT Access Plan coupons from ESPL through its 2Learn website.
6. Users will access the V2L content only on the 2Learn Android or Windows app available on the 2Learn website or respective Playstore. Faculty will access system reports on Chrome browser.
7. As a Best-Practice, the College will encourage and adopt use of V2L content as a Pre-Learn and a Post-Learn (revisionary) facility to complement its online or face-to-face teaching sessions.
8. The College agrees to promote prominent visibility of this MOU on their website, newsletters, and other forums, including promotion of ESPL and PF for the benefit of its students, faculty, affiliates and visitors.
9. College shall extend active cooperation for conduct and participation for virtual or physical tours, visits, meets, events and such other activities of PEC and its promoters as and when requested.
10. Terms of Service may change from time to time subject to prior intimation to the College.
11. ESPL may Terminate this MOU by giving a notice in writing to the College at least one month before the end of an ongoing Semester.

GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of the Republic of India and, the courts at Delhi shall have the jurisdiction to adjudicate all disputes and differences between the Parties.

CONFIDENTIALITY

1. The contents of this MOU, and the contents of Vdo2Learn video library shall be kept confidential and not be disclosed (all or any part) by except as otherwise required by applicable law or other relevant laws or regulations with the force of law or to enforce the other Parties rights so mentioned.
2. The obligation in this clause shall survive the expiry or termination of this MOU.

INDEMNITY

1. The College shall indemnify PEC and their respective officers, shareholders, directors, members, partners, and agents, against all losses, damages, claims, liabilities and expenses arising out of the misuse of the Access Plan Coupon and or the failure of the College to comply with its obligations under this MOU including the Acceptable Usage Practices or




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with applicable law.

2. Neither Party shall be liable to the other Parties or to any other person or entity for special, indirect, incidental, or consequential damages or loss arising out of this MOU, whether in an action arising out of breach of contract, breach of warranty, delay, negligence, patent matters, or any other theory whether or not it had any knowledge, actual or constructive, that such damages might be incurred.

In Witness Whereof, the Parties here to have executed this MOU as of the **Friday, 27, August** and the year **2021** first set forth above.

For College


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Name: Prof. Dr Ashok Jhala

Designation: Dean Engineering

BHABHA ENGINEERING RESEARCH INSTITUTE, BHOPAL

For Parivartan Foundation

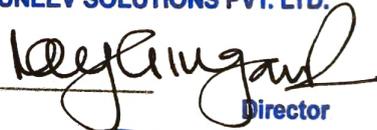
PARIVARTAN FOUNDATION



Name: Trustee / Authorised Signatory

Designation:

For EduNeev Solutions Private Limited
For EDUNEEV SOLUTIONS PVT. LTD.


Director

Name:

Designation:

