

Memorandum of Understanding

This Agreement ("Agreement") was made in Delhi on this (Date) of(Month) 2024 ("Effective Date") between the parent company **Data Trained Education Private Limited** and its other subsidiary brands with its corporate office at B-2, 4th Floor, Block B, Sector 4, Noida, UP 201301, and thereafter referred to as Data Trained Education Private Limited.

AND

FORE School of Management (Pan No. AAATF0355M and GST 07AAATF0355M1ZP) of the address Adhitam Kendra, B-18, Block B, Qutub Institutional Area, New Delhi, Delhi 110016

The aforesaid parties are hereinafter referred to as Knowledge Partner **FORE School of Management** (called FSM in later part of the document) and Marketing Partner (**Data Trained Education Pvt Ltd**) respectively.

1. Objectives of the MOU:

- a. This MOU is specific for Executive Education Programs of FSM, not any other activity of the knowledge partner.
- b. To promote and enhance the academic interest between Knowledge Partner and Marketing Partner.
- c. To promote courses in Data Science, Big Data, Analytics and other long duration programs, on written communication from FSM.
- d. To market (by Marketing Partner) the existing or newly launched programs as communicated by FSM in written.
- e. To provide training to enrolled students by Knowledge partner.
- f. To certify the enrolled students after course completion (as course completion or participation)
- g. Program to be launched after 3 months of signing the contract and the scope of work for each program.
- h. MOU Validity: One year form the date of signing
- i. There would a separate SOW for each program however the MOU remains the same for all.

→ It will be full form

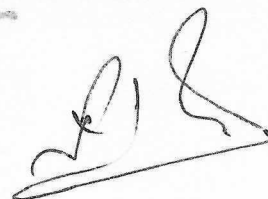
2. Technical areas of collaboration:

- a. Data Trained Education Pvt Ltd to generate leads using various forms of marketing.
- b. Lead conversion, student enrollment and payment follow up to be handled by Data Trained Education Pvt Ltd
- c. Use of each other's Logo of both the parties on their respective websites
- d. Knowledge partner to have a dedicated webpage showcasing the courses as per guidelines of knowledge partner.
- e. All traffic/ enquiries from the above webpage of knowledge partner to be redirected to Data Trained Education Pvt Ltd CRM.

It is noted, but we
just left Benarhi murray
Prof. Prof. 2024.
27/5/24.

3. Terms & Conditions:

- A. Data Trained Education Private Limited will collect the fee from program participants. Data Trained Education Private Limited will keep a record of the exact fee paid by a student, discount offered, payment GST etc. and the final fee offered. Data Trained Education Private Limited will share FSM's share of net fee (post GST deduction) as per the agreement deadlines. Records of the same shall also be shared with FSM. Fee collected will be released by Data Trained Education Private Limited in batches of 20 students and will then be transferred to FSM, New Delhi as per the revenue share agreement mentioned in SOW. Final settlement as per the final slab will be adjusted in the final payment.
- B. Commitment of minimum 20 Learners in a batch. Data Trained will intimate to FSM within 15 days prior of batch commencing date to raise the invoice.
- E. The Marketing Partner will not make any advance payments other than 15 days prior to the commencement of the batch, nor the Knowledge Partner will demand the same for any branding, promotion and advertisements etc. Payments to the Institution (FSM) will be released only as per the provisions of MOU as mentioned above.
- F. The aforesaid amounts shall be exclusive of applicable taxes. The payment of the above amounts by Marketing Partner to the Knowledge Partner shall be subject to statutory deductions of applicable taxes from time to time and shall be made only by NEFT account transfer on production of Invoice/ pro-forma invoice. All payments to be done by Data Trained within 30 days of invoice/ pro-forma invoice.
- G. It is however clarified, that in case any of the enrolled student (s) withdraws from the course for any reason whatsoever, the Marketing Partner shall be entitled to receive refund from the FSM School of Management, of the amount so paid for the said student after deducting 5000 INR by the Knowledge Partner. It's valid till first 15 days once the course delivery started by FSM School of Management.
- H. The admission shall be strictly done as per admission policy agreed by both the Partners.
4. The Marketing Partner shall not without prior written permission of the Knowledge Partner undertake advertising or any other promotions (which include contents and layout) or make reference to or use the name, mark, logo, trademark etc.
5. The Marketing Partner shall under no circumstances acquire or claim to have acquired any rights, title or interest in relation to any of the trademark, logo, mark and/or any intellectual property rights of the Knowledge Partner and the entities connection therewith.
6. The Parties hereto agree this execution of this MOU is on a principal-to-principal basis. Nothing herein contained shall constitute Marketing Partner as a partner, subsidiary, joint venture or employee of the KNOWLEDGE PARTNER.
7. That both the parties shall faithfully discharge their respective obligations undertaken hereunder. The Marketing Partner shall brief the student that: FSM is not responsible and not having any role in Placement activities.
8. That the engagement/ appointment of the Marketing Partner will be on exclusive for each respective program/course.



9. This MOU will be effective from(date) (Month) 2024 and shall be valid up to 1 Year and may thereafter be renewed for such period and/or periods and on such terms and conditions as the parties may mutually agree. This MOU can however be terminated/ determined by either party giving written notice of one month to the other party on the expiry whereof this MOU shall stand determined.

10. That in case of any dispute about payments between the parties, the matter shall be resolved by amicable settlement, however if the matter escalates further, knowledge partner shall have the right to appoint sole arbitrator as per the provision of the Arbitration and Conciliation Act, 1996 to decide the issue, and the decision of the sole arbitrator shall be binding on both the parties.

11. That for all the matter and dispute in this regard the court of Delhi shall have the jurisdiction to decide the same.

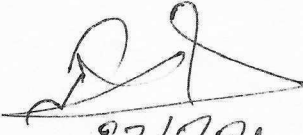
Both the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

7) Rights and Responsibilities of Parties

1. FSM, New Delhi

Responsibilities with respect to the Programs, FSM's responsibilities include but are not limited to:

- a) Conceptualization of the programs, content creation and delivery through FSM faculty or SMEs from industry / other academic institutions, assessment / grading, certification, campus immersion (orientation / final evaluation / certificate distribution ceremony), hospitality during the campus immersion, learner's kit / handouts / reading materials
- b) FSM shall be solely responsible for the delivery of the Online Classes of all the courses for the entire course period specified in SOW, utilizing its own faculty and resources through their LMS.
- c) FSM may appoint and/or designating appropriate faculty who will conduct one or more Masterclasses/lectures (subject to separate agreement with same) with respect to the Programs. The Parties agree that FSM or such faculty designated by FSM will retain all ownership rights to any and all contents solely created and developed by such faculty of FSM for the Programs;
- d) FSM Delhi may appoint a Program Director, who would be responsible for all Program related activities on behalf of FSM;
- e) May conduct monthly webinar by the Program Director and faculty to provide information on the Program emphasizing on its unique selling points (USPs) and details;
- f) Review or approval of the curriculum and structure for the Programs;
- g) Producing a brief welcome video, if agreed, that shall be available to Users and on the appropriate Program web page, with Data Trained Education Private Limited's cooperation
- h) Faculty may record and produce course videos as per approved final script. Data Trained Education Private Limited will undertake the post-production of these videos and convert them in a format suitable to be uploaded on their Platform;
- i) Sharing the necessary brand resources including but not limited to FSM, New Delhi. Marks, texts, audio-visual materials as required to be incorporated into the marketing and learning materials of the



27/9/24

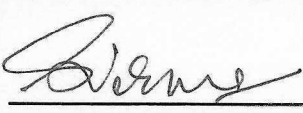
Programs made available on Data Trained Education Private Limited platforms. FSM, Delhi shall review and approve the usage of these materials from time to time;

- j) Setting up an email ID on its domain at which prospective Users may write to obtain information related to FSM and the Programs

2. Data Trained Education Private Limited

Responsibilities with respect to the Programs, Data Trained's responsibilities include but are not limited to:

- a) Providing instructional design support to augment FSM, New Delhi's learning materials where applicable, subject to FSM's approval;
- b) Sales and marketing of the Programs, in markets mutually agreed to between the Parties;
- c) Providing Data Trained Education Private Limited's Platform, which is cloud-based, for Users to access the Program;
- d) Content enhancement, including production of high-quality videos (based on the raw files given by FSM), documents, assignments, projects and data sets;
- e) Website and collateral development
- f) Counseling of potential Users and initiating the enrollment process;
- g) Providing learning analytics, progress tracking and reporting;
- h) Invoicing, tax compliance and reporting;
- i) Initiating the Program launch promotion, seminars, events and other related activities;
- j) Use any of the following phrases in its product and marketing literature, such as "in association with FORE School of Management, New Delhi" or other language of similar import and meaning with prior review, consent and approval of FSM; and
- k) Complying with all applicable Laws and regulations in all geographic locations wherein Program is offered under this MOU.

SIGNED, SEALED and DELIVERED By FORE School of Management, New Delhi, through its authorized representative	SIGNED, SEALED and DELIVERED By Data Trained Education Private Limited, through its authorized representative
For FORE School of Management, New Delhi	For Data Trained Education Pvt Ltd
 _____ Name: Dr. Subir Verma Designation: Director Date:	_____ Name: Abhinav Sinha Designation: Director Date:


27/9/24

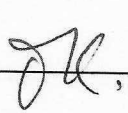
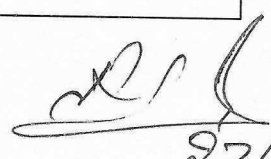
SOW (Statement of Work) for Strategic Leadership Development Program

- A comprehensive 150 hours duration program spread over 10-11 months to be curated by FSM
- Consists of 5 Units of roughly 30 hours duration each
- Delivery 4 hours of live classes per week, 2.00-4.00 PM on Saturdays and 11.00 AM - 1.00 PM on Sundays
- 5 campus immersion days at FORE School of Management (FSM) campus in New Delhi, starting with orientation and ending with final assessment and certification ceremony
- Minimum 75% attendance mandatory for the learners. For attendance 75-60%, the candidate will get the certificate with one step grade drop.
- Candidates having 80% and above attendance in the entire program and earning grade 'A' will be awarded Certificate with Distinction.
- Program fee: INR 200,000/- plus GST as the list price (Can be changed later by mutual agreement).
- Discounts in any form (early bird / group discounts) should not exceed 25% of the program fee i.e. INR 50,000/-
- Minimum guarantee is 20 participants to be enrolled by Data Trained for the full program
- Revenue share: See annexure below

Annexure

Revenue sharing model:

Cohort Size (Number of Admissions per batch)	FSM Share of Fees	Marketing Partner Share of Fees
1-30	65%	35%
31 – 45	60%	40%
46 – Above	50%	50%

SIGNED, SEALED and DELIVERED By FORE School of Management, New Delhi, through its authorized representative For FORE School of Management, New Delhi Name: Dr. Subir Verma Designation: Director Date: 	SIGNED, SEALED and DELIVERED By Data Trained Education Private Limited, through its authorized representative For Data Trained Education Pvt Ltd Name: Abhinav Sinha Designation: Director Date: 
--	--

24/5/2024

27/5/24