

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made on this 1st day of **January** 2025 ("the Effective Date") at Bhubaneswar, Odisha.

between

**D.A.V. School of Business Management (DSBM), Bhubaneswar** incorporated under laws of India, having its office at Unit-VIII, Nayapalli, Bhubaneswar, 751012, Odisha, India, represented by its Principal, (hereinafter referred to as "**DSBM**")

and

**Integreon Managed Solutions (India) Private Limited**, having its registered office at 602, 6<sup>th</sup> Floor, IT Building 03, Nesco IT Park, Nesco Complex, Western Express Highway, Goregaon East, Mumbai 400 063, including each of its Affiliates (hereinafter referred to as "**Integreon**")

**DSBM** and **INTEGREON** shall herein individually be referred to as "Party" and collectively as "Parties".

**Whereas:** D.A.V. School of Business Management (DSBM), Bhubaneswar, Odisha has been established by Section-5(6) of the O.E Act 1969 as amended 1994 of State Legislature of Odisha as Higher Education Institutions (HEIs) vide Notification No.- 5M-IV-115-06/33757 dated 06-8-2007 is empowered to award degrees as specified by the UGC under Section 2 of the UGC act 1956 through university in regular mode with the approval of Department of Higher Education, Govt. of Odisha, Utkal University, AICTE, New Delhi, Ministry of Education, Govt. of India.

NOW THEREFORE it is mutually agreed and declared by and between the Parties as under:

### 1. **Scope of Engagement for Integreon**

- a. Integreon hereby agrees that it will nominate designated content experts in creating content & curriculum for **DSBM** suited to the requirements of the job description.

- b. The nominated content experts, who will be employees of Integreon, would become a part of the Curriculum Advisory Committee formed by DSBM for the proposed course and would engage with a team appointed by DSBM on a regular basis, including via workshops, for a mutually agreed period for the purpose of detailing the course structure, the subject matter, syllabus document, instruction material and such other documents as may be required for effecting the delivery of the course.
- c. Integreon via its nominees on the Curriculum Advisory Committee will provide or aid in curating physical and/or digital instruction and educational material for the purposes of running the course including but not limited to physical books, case studies, video lectures, etc. and agrees to share or make available any existing material it may have developed for integration into the curriculum.
- d. Further, Integreon will, upon invitation from DSBM and for a mutually agreed period, nominate an individual to represent itself on the Board of Studies formed for the purposes of the above- mentioned program and through such representative, will review the course periodically and inform DSBM of any upgrades/updates required in the course to bring it in line with industry requirements.
- e. Integreon will, upon invitation from DSBM, nominate a few employees/ contractual staff as Guest Lecturers to impart training to the students. The qualification criteria of the Trainers/ Guest Lecturers must be aligned with DSBM before such an appointment is made.

## **2. Placements**

- a. Integreon agrees to take part in the placement exercise conducted by DSBM and hire students participating in the placement program as per the details mentioned in Table A of Annexure 1. Apart from this, Integreon will approach DSBM during the year to inquire about any availability of students to participate in Integreon's Job Fair.
- b. Integreon further agrees to facilitate and support DSBM in carrying out workshops, seminars, and related activities for the development of students.

## **3. Scope of Engagement for DSBM**

- a. DSBM will assign a team comprising its employees and/or consultants to engage with Integreon for the purposes of detailing the course and curriculum for the proposed program.

- b. DSBM shall take the responsibility and will be the sole authority for the end-to-end design of course structure and detailed curriculum and take the support of Integreon wherever required.
- c. Recruitment, appointment and continuous development of all faculty and staff for the purposes of the program shall be the responsibility of DSBM. DSBM may take support from Integreon to engage Trainers, Guest Faculty or other necessary staff as may be required.

**4. Financial Terms**

Integreon **will not** receive any compensation or consideration in return for the support covered under this MoU.

**5. Terms and Termination**

It is agreed that the Parties shall jointly explore and work together for a period of 3 years from the Effective Date hereof to give effect to the intent and purpose of this MOU, and which may be extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this MOU without giving any reason thereof but after giving notice of 90 days to the other party or, in the case of termination by Integreon, till DSBM is able to find a viable replacement, whichever is earlier.

**6. Exclusivity**

Both Parties hereby agree that this Agreement is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

**7. Force Majeure**

Integreon's obligations under this Agreement shall be suspended upon the occurrence of force majeure event such as act of God, flood, earthquake, fire, explosion, act of government, war, civil commotion, insurrection, embargo, riots, lockouts, labour disputes affecting such party, for such period as such force majeure event may subsist.

**8. Entire agreement**

This Agreement constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This Agreement supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

**9. Legal status of the parties**

This Agreement shall not be construed as any agency, company, joint venture, partnership or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

**10. Confidentiality**

Both Parties shall not disclose any information or material nor make public any literature including instruction material, books, videos, audios, presentations and/or any other material documents that have been provided by either Party for the purpose of the course. The confidentiality obligations shall survive termination of this Agreement and shall continue for additional period of (3) three years after expiry/termination of this Agreement.

**11. Intellectual Property Rights, Trademarks/ Trade Names, Copy Rights etc.**

Notwithstanding clause 9, any course content, curriculum, training manual, instruction material (physical or digital) or other relevant material that is integrated into the curriculum in pursuance of this Agreement shall be owned exclusively by DSBM with due recognition and credit to Integreon wherever applicable.

For all other purposes, it is clearly understood by & between parties herein that, all intellectual property rights, trademarks/trade names, copy rights, service marks, patents, logos, letter heads, other published material, stationary etc. in respect of Integreon's name / brand name, shall solely and absolutely vest in Integreon and DSBM shall have no claim, lien or encumbrance thereof directly or indirectly except the usage of trade mark/trade name, brochures, published material etc. for the purpose of education/ training/noncommercial promotional activities. However, for any other usage, permission in writing is required from Integreon and subject to conditions, restrictions & for the period as may be prescribed by Integreon.

Integreon hereby agrees to allow DSBM to refer to it as an 'Industry Partner' and make use of its name and logo for publishing on DSBM website and related material for publicity.

Integreon hereby agrees that the consent of no other person or entity is required to enable DSBM to use its logos and that such use in accordance with the terms of this MoU will not violate or infringe upon the trademarks, trade names, copyright, artistic of Integreon, and/or other rights of any third parties.

Integreon hereby releases DSBM, from any and all claims or liability that may arise solely as a result of the use of its logo in accordance with the terms of this MoU, including any claims that such use constitutes defamation (including libel and slander), or infringement of rights of publicity, copyright, trademark, service mark, trade name, or other personal or property rights.

## 12. Jurisdiction

All or any of the disputes are subject to the exclusive jurisdiction of Bhubaneswar courts only.

This MOU is signed by the authorized representatives of both the Parties.

*For and on behalf of*

*DSBM*



(AUTHORISED SIGNATORY)

Name: Dr. D. N. Mishra

Designation: Principal, DSBM, Bhubaneswar

*For and on behalf of*

*Integreon Managed Solutions Pvt. Ltd.*



11 Jan 2025

(AUTHORISED SIGNATORY)

Name: Devendra Hattangadi

Designation: HR Director.

## Annexure 1

Table A Placement details

<b>Sr. No</b>	<b>Course Name</b>	<b>Nature of Work</b>	<b>Minimum number of students per year</b>	<b>Minimum Compensation INR</b>	<b>Eligibility Criteria</b>
1	DSBM Course Batch	Presentation Specialist L1	Per Business requirements (anticipating 30 number)	Salary of INR 180,000/year (18,333/month)	70% and above assessment scores.