Memorandum of Understanding

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "**MoU**") is entered on this 26th March 2025, by and between:

SIKKIM MANIPAL UNIVERSITY, an Institution (registration details to be added) having its registered office at 5th Mile, Tadong, Gangtok, East Sikkim, India, PIN-737102 "**SMU**" represented by Dr Gopal Thapa, Deputy Registrar (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of First Part.

AND

MANIPAL FOUNDATION, a registered trust, having its registered office at Manipal Edu Building, Madhava Nagar, Manipal - 576104 (hereinafter referred to as **"Manipal Foundation"**, represented by Mr Harinarayan Sharma, CEO which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees)

AND

SHYAM LAKHMAN SIPUN TRUST BOARD, (SLS), a registered charitable Foundation having its principal office at Pahadpur, P.O. Aharbandh P.S., Badampahar, Dist – Mayurbhanj Odisha, Pin - 757 050, represented by its Founder President Ms Itishree Murmu (herein after referred to as "SLS", which expression shall unless excluded by or repugnant to the context mean and include its successors and permitted assignees) of the FIRST PART

Each shall individually and collectively referred be as "**PARTY**" and "**PARTIES**" respectively.

WHEREAS –

A. The Parties have introduced the "Aspire and Achieve @ SMU" Scholarships for students identified by SLS Trust
B. The Parties now wish to enter into this MoU to define and formalize the terms, conditions, and commitments in connection with the scholarship program.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

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1. **PURPOSE AND OBJECTIVES**

a) Parties agree to pursue the following forms of cooperation, within areas that are mutually acceptable:

(i) Providing Scholarships to the students who aspire to join the BBA / BCA program at SMU
(ii) The students will be identified by SLS. These students will be selected as per the selection criteria of SMU including marks scored in grade 12.
(iii) This scholarship would cover the Tuition fees.
(iv) Accommodation cost would be supported by SMU
(v) The SLS will support in terms of the other living costs including food, books etc.

b) Parties shall carry out all activities undertaken under this Agreement in accordance with appropriate laws and regulations applicable to them.

2. **ROLE AND RESPONSIBILITIES OF THE PARTIES:**

The parties agree that:

a) They aim to provide scholarships to **5 students in BBA / BCA** according to the guidelines and eligibility criteria mentioned under Annex 1.
b) SLS shall submit a list of students who are interested in BBA program at SMU along with other details like marks scored in grades 11 and 12.
c) Such students will have to meet the entrance criteria for such programs including the pass marks in grade 12 and the ranking in the entrance test if any of SMU.
d) The seat allocation between disciplines will be at the discretion of SMU after assessing the marks and the potential of the student.
e) The admission process will follow the calendar of SMU for such programs
f) SMU shall, after due verification and applying the selection criteria, finalise the list of students eligible for this scholarship. SMU Admissions Office shall email the Scholarship Application Form 2025 to the eligible candidates / SLS and shall inform Manipal Foundation regarding the same.
g) The award of the scholarship for the subsequent years shall be same as given at the time of admission.
h) Scholarship shall be extended in the subsequent years only to those students who have cleared all subjects in the University Examinations of previous year before the due date for payment of annual course fee. SMU shall provide such other assistance like extra classes to these students to bring them at par with the other students.

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i) Students will adhere to the promotion policy of SMU with respect to movement between semesters and promotions between the years of the program. If the student fails to qualify as per the promotion policy, he/she will be dropped out of the program and the scholarship will be terminated.
j) The scholarships shall be terminated in instances of irregularity in attendance, proven charges of indiscipline, bringing disrepute to the Department / Institution / University etc.
k) SMU shall provide for internship opportunities as required by the curriculum.
l) SMU will support the student on best effort basis for placements on completion of the course.
m) Since medium of course will be in English, SLS will organise for 2-month English coaching for selected candidates.

3. Financial Obligations:

a) The Tuition fees will be borne by Manipal Foundation.
b) The accommodation fees will be supported by SMU.
c) SLS will have to take care of other expenses such as food, books, other living costs etc.
d) In case a student withdraws, SMU shall refund the undue fee (if any) to Manipal Foundation.

4. Confidentiality and Data Protection:

a) Parties shall observe confidentiality of all confidential and proprietary information that they may receive or have access to during the term of this Agreement. Such confidential information shall not be disclosed to any third party without disclosing Party's prior written consent and shall not be used for any purpose other than for complying with its obligations under this Agreement.
b) Parties shall implement appropriate measures to ensure the security and confidentiality of the personal data and information of the other Party, its employees, agents and representatives obtained during the term of this Agreement and shall be bound by all the relevant laws and regulations that are intended to protect data and personal information, including but not limited to Digital Personal Data Protection Act, 2023.

5. Intellectual Property Rights:

Parties shall adhere to the applicable intellectual property laws. Each Party shall retain the rights in and/or title to its respective Intellectual Property previously developed by such Party. The rights over any Intellectual Property developed under this collaboration shall be discussed under a separate/specific agreement upon written mutual consent of both the parties.

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6. TERM AND TERMINATION:

a) This Agreement shall be effective from April 2025 and shall be valid for a period of 4 academic years commencing July 2025. This Agreement may be renewed for a similar term, or such other period as mutually agreed thereafter based on mutual consent by the Parties. Unless renewed in writing, this MoU stands terminated automatically upon its expiry.
b) Either Party may also terminate this Agreement prior by giving 1 (one) months' notice subject to the following: -
    i. Students who are enrolled will continue to avail of the scholarship till the end of the program.
    ii. There will be no further intake for the subsequent year.

7. GOVERNING LAW AND JURISDICTION:

a) This Agreement shall be governed by and construed in accordance with the laws of India. Subject to arbitration, Parties submit to the exclusive jurisdiction of the courts in Udupi for the purposes of seeking interim reliefs and for enforcement of awards, to the extent necessary.
b) Any disagreements or differences arising out of this Agreement shall be resolved amicably between the authorized representatives of the Parties. If the dispute cannot be resolved by mutual discussion, it shall be referred to Arbitration by a single Arbitrator jointly appointed by the Parties. The Arbitration shall be conducted in English and shall be held in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration shall be held at Udupi and shall be conducted in English language and the award of the Arbitrator shall be final and binding.

8. MISCELLANEOUS:

a) **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes all other agreements, written or oral, between the Parties.
b) **Amendment**: No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both Parties.
c) **Assignment**: Neither Party may assign nor transfer this Agreement, or any rights or obligations under this MoU without the prior written consent of the other Party.
d) **Relationship between Parties**: Nothing in this Agreement shall create an agent, partner or representative relationship to any other Party. No Party has the authority to assume, create or incur the liability of any kind in the name of, or on behalf of, the other Party except as may be otherwise expressly stated herein.

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e) **Non-Exclusivity**: This Agreement is non-exclusive and nothing herein shall prohibit or restrict either Party from entering into same or similar relationships with any third-party.

f) **Force Majeure**: If either Party is unable to perform its obligations under this Agreement due to any force majeure event including but not limited to acts of war, hostility, civil commotion, natural calamities, fires, floods, explosions, pandemic, epidemics, quarantine restriction, strikes, lockouts or act of God, beyond the reasonable control of the Party this Agreement shall remain suspended for such duration till such inability lasts, provided that the Party so effected shall take all reasonable measures to minimize the effect of the Force Majeure event and shall resume its obligations immediately upon cessation thereof. If the force majeure event subsists for period of more than thirty (30) days, Parties shall mutually decide either on continuity or termination of this Agreement.

h) **Notice**: All communication and/or notices to be served under this Agreement shall be in writing, and shall be sent by post, courier or email directed to the address of each Party mentioned herein:

From SMU:
Attn: Dr Gopal Thapa
Phone: +91 9832070384
Email: deputyregistrar.aa@smu.edu.in
With cc to: Legal team of SMU

From Manipal Foundation
Attn: Mahalakshmi Naik
Phone: +91 9986098442
Email: mahalakshmi.naik@manipalglobal.com

From SLS:
Attn: Mr Subodh Kumar
Phone: +91 98333 01376
Email: slstrust.coordinator@gmail.com

i) **Waiver**: Any non-exercise of any right under this Agreement by either Party shall not be construed to be a waiver of such a right and that Party shall be entitled to exercise the same right in future.

j) **Severability**: If any provision of this Agreement should be found to be void or unenforceable, such provision will be struck out or modified, but only to the extent necessary to comply with the law, and the remainder of this MoU will remain in full force and will not be terminated.

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k) Neither Party shall publish any information relating to this Agreement, without the prior written approval of the other Party. The content of such press release or announcement through any means of communication shall be subject to review and written approval by the other Party prior to its release. Parties shall ensure not to distort the logo, copyright, brand image of the other Party for the publicity or press release, and to use the rights granted herein diligently.

l) **Execution**: This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement, executed either electronically / digitally or physically as per Parties mutual convenience. In the event Parties choses to sign this MoU electronically / digitally, then such electronically / digitally signed Agreement shall be valid and binding as if the same has been physically signed by the Parties.

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ANNEX 1
Scholarship Guidelines & Eligibility Criteria

Scholarship Guidelines

a. Those students who have attended the full 2 years (11th and 12 grade) and have passed 12th grade with 50% aggregate.
b. Admission will be done as per the admission criteria mentioned for the respective program by SMU based on the marks scored and the calibre of the student.

Minimum Eligibility Requirements

a. For the Undergraduate (UG) program: 50 % aggregate (as per admission criteria) in the 12th standard Board exam of the State Board where the student has studied.

(Signature Page to follow)

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IN WITNESS WHEREOF, Parties have caused this Agreement to be executed through their duly authorized representatives on the date first mentioned above:

Signed for and on behalf of
SIKKIM MANIPAL UNIVERSITY

AUTHORIZED SIGNATORY
Name: Dr Gopal Thapa
Designation: Deputy Registrar

Signed for and on behalf of
MANIPAL FOUNDATION

AUTHORIZED SIGNATORY
Name: Harinarayan Sharma
Designation: CEO

Signed for and on behalf of

SHYAM LAKHMAN SIPUN TRUST BOARD

AUTHORIZED SIGNATORY

Name: Itishree Murmu

Designation: Founder President