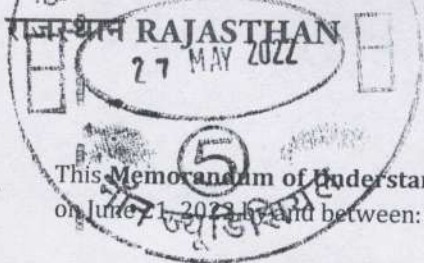


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This Memorandum of Understanding (hereinafter referred to as "MoU") made and entered into on June 21, 2022, by and between:

(1) **ImaginXP™** a brand trademarked under Giggle Galaxy Private Limited a company having its corporate office at **Office No-401, 4<sup>th</sup> Floor, Golden Empire, Opp-Syngenta, Baner, Pune, Maharashtra- 411045, India** (hereinafter referred to as the "IMAGINXP™")

AND

(2) **RIMT University** having its office at **Delhi-Jalandhar GT Road (NH1), Sirhind Side, Mandi Gobindgarh, Punjab - 147301 (India)**

IMAGINXP™ and RIMT UNIVERSITY shall be individually referred to as "Party" and collectively as "Parties"

WHEREAS RIMT UNIVERSITY is a Premier Private University in the country and provides education to 5000+ students. RIMT UNIVERSITY is committed to creation of a state of art centre of excellence in future skills to provide career ready courses to students in such future skills.

WHEREAS IMAGINXP™ is a curriculum, teaching and certification organization in the field of UX design, Design Thinking and Future Skills that has been training professionals, corporates and students. As one of the premier UX and future skills focused organisations in the country, IMAGINXP™ is at the helm of bringing about a design, future skill and digital revolution to make India a Global Design and Digital Future Skills Destination. With training centres across the



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country, IMAGINXP has worked with various colleges, universities, corporates, mid-level management and senior management on design modules that include Design Thinking, User Experience Design, designing for mobile, creating and Leading a UX team and future skills courses over the last many years.

**WHEREAS** RIMT UNIVERSITY wishes to appoint a consulting knowledge partner to create a state of art centre of excellence in future skills and provide industry relevant courses to students, by creating following programs -

#	Programs	Course Duration
1	BDes UX	4 Years
2	BTech CS AI ML	4 Years
3	BBA Fintech & Digital Banking	3 Years

**WHEREAS** IMAGINXP™ is willing to act as a consulting knowledge partner to create a state of art centre of excellence in future skills domain to provide industry relevant courses to students in RIMT UNIVERSITY

### 1. DEFINITIONS

As used in this MoU, unless expressly otherwise stated, the following terms shall have the meanings defined below:

**"Confidential Information"** shall mean and include any and all current and future curriculum information, case studies, assignments, projects, frameworks, question bank, upcoming course details and any other sensitive information that may be communicated between the Parties whether in written, electronic, website-based, or other form;

**"Intellectual Property"** shall mean patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information;

### 2. PURPOSE

- a. The purpose of this MOU is to provide a framework of partnership and to facilitate collaboration between the Parties, for Degree Courses. RIMT UNIVERSITY will create above mentioned programs from session 2022-23. This MoU will be valid for 4 years from the date of signature.

### 3. ELIGIBILITY FOR ADMISSION:

The eligibility for admission will be as follows -

#	Programs	Eligibility
1	BDes UX	As per University norms
2	BTech CS AI ML	
3	BBA Fintech & Digital Banking	

### 4. RESPONSIBILITIES

#### 4.1 RESPONSIBILITIES OF RIMT UNIVERSITY:

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- a) RIMT UNIVERSITY shall be primarily responsible for admission enrolment, examination guideline, evaluation guideline, publishing of results, issue of marks card and other administrative responsibilities
- b) RIMT University shall be responsible for teaching and academics of the subjects taught by RIMT Faculty (subjects distribution to be mutually decided)
- c) Shall Provide all necessary infrastructure for running the course, such as:
  1. Classrooms – should be able to accommodate the batch size as per decision of RIMT UNIVERSITY and IMAGINXP™. All classes must be equipped with projector and whiteboard.
  2. Computer labs for students with required hardware and software licenses as per batch sizes and course requirement.  
Printer, Scanner facility and multimedia equipment -Speakers & Microphones
  3. E-mail and internet facilities for faculty and students
  4. Appropriate cabins and working space for faculty
  5. Required content/books/journal/publications will be added to the library as suggested by IMAGINXP™. The suggested as a reference material.
  6. Support from examination and academics department for smooth running of the course.
  7. All stationery and class material required for smooth running of the course
  8. Support in printing of all required reading material, class materials and assignments. Related costs to be borne by IMAGINXP
  9. Any other special requirement related to infrastructure which is recommended by IMAGINXP™ for the successful delivery of the program as per prevailing norms of RIMT UNIVERSITY
- d) Appoint a course coordinator for smooth running of the course and day to day operations.
- e) Shall provide IMAGINXP™ with detailed operational guidelines (written/ printed) for delivering the training as per University requirements.
- f) Shall keep its website updated on the information pertaining to program offered by IMAGINXP™ with a mention of IMAGINXP™ as knowledge partner. IMAGINXP™ logo will be used in all marketing collateral and curriculum material in association with all the courses including – website, print ads, TVC, Radio ads, admissions material, prospective, course brochure as per IMAGINXP™ brand guidelines.
- g) The nomenclature of the 'in collaboration with ImaginXP™' will be used by RIMT UNIVERSITY in all material wherever the course name is published.
- h) Shall ensure the compliance of all government regulations and other important approvals required for running the mentioned degree programs.
- i) Shall prepare a special handout/prospectus/admission brochure for the mentioned degree programs to distinguish and market the program to prospective students.
- j) Publishing of all admission notification regarding mentioned degree programs
- k) RIMT UNIVERSITY will be responsible for maintaining exam data and managing backlog exams for subjects taught by university faculty as per university guidelines

#### 4.2 RESPONSIBILITIES OF IMAGINXP™

- a) IMAGINXP™ will be responsible for academics, teaching, examination and evaluation of subjects taught by ImaginXP Faculty (subjects distribution to be mutually decided)

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- b) IMAGINXP™ will appoint a single point of contact (Herein after referred to as "SPOC") as the coordinator for the mentioned degree programs. The SPOC will be responsible for working with admission team of RIMT University for admissions in mentioned degree programs, day to day operations and coordination for running of the course. In order to have better coordination and proper administrative control over the students:
1. The SPOC will be in regular touch with the Dean
  2. A quarterly review meeting of RIMT UNIVERSITY officers, IMAGINXP™ officers, SPOC and HoD of the department must be held either in person or over a web call.
- c) IMAGINXP™ will provide lesson plans, assignments, quiz, reading materials, exercise sheets, workbooks to the students for the subjects taught by ImaginXP faculty
- d) The IMAGINXP™ would ensure that Faculty being deputed must be qualified to teach the courses.
- e) Regular feedbacks from the students will be obtained from the students both by RIMT UNIVERSITY and IMAGINXP™ and if there are any complaints/suggestions the same would be implemented without any delays.
- f) The program of study will be designed as per minimum norms and standards of UGC and other statutory body and both parties would ensure that the course is fully complied. Further IMAGINXP™ would ensure that the students are exposed to the latest softwares and products, will invite top Faculty/industry expert for Guest Lectures, will arrange site visits and industry visits for the students. The cost of these would be borne by the University. The profiles of the guest lectures would be approved by the University. For organizing these events, IMAGINXP™ would not be paid anything extra and the same would be part of their scope of services. Further IMAGINXP™ would ensure that the course and the program of study is of national and international standards and should be able to compete with any other similar program being offered in the country.
- g) **Futuristic**- Any modifications, innovations, improvisation, tests, etc in this program which IMAGINXP™ devises in due course of time will automatically be covered at RIMT UNIVERSITY without any extra cost. Further IMAGINXP™ would ensure that it would not offer better technical terms or course structure for all courses to any of its partner Institute or Centre in India. If RIMT UNIVERSITY learns about the same, it would be considered as Breach of Contract for the courses.
- h) Shall follow the course curriculum approved by the Board of Studies (BOS) of RIMT UNIVERSITY.
- i) Will provide a member to attend BOS meetings. Remuneration if any for attending any meetings will be as per the norms of RIMT UNIVERSITY.
- j) Project reports submitted by the students as partial fulfilment of Bachelor's Degree shall be the property of RIMT UNIVERSITY. RIMT UNIVERSITY agrees to allow IMAGINXP™ to use the student projects for academic and promotional purposes. However, RIMT UNIVERSITY reserves the right to amend/withdraw this clause, in case, RIMT UNIVERSITY feels that same is not in the Interest of Students or RIMT UNIVERSITY.
- k) Will be responsible for setting question papers, evaluation of exam paper and conducting jury for the subjects taught by IMAGINXP™ faculties. Question papers setting must be as per Standards and Guidelines laid down by the University.

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- l) All evaluations by IMAGINXP™ must be in the RIMT UNIVERSITY campus only and all records including Question Papers and Answer Booklets to be maintained on Campus.
- m) Assessments & continuous evaluation will be conducted by IMAGINXP™ faculty as per the existing policy of the university or as per changed Guidelines of University from time to time.
- n) IMAGINXP™ will be responsible for managing backlog exams for subjects taught by IMAGINXP™ faculty as per university guidelines.
- o) Shall provide support in projects, internship and placement.
- p) Shall assist RIMT UNIVERSITY in preparing content for publicity materials for the mentioned degree programs and display in different media after ensuring that they are in conformity with the course. Such publicity should prominently display the IMAGINXP™ logo and such advertisement materials must be published only after joint approval of RIMT UNIVERSITY AND IMAGINXP™
- q) All curriculum under the mentioned degree programs will be compliant with UGC norms and guidelines.
- l) Shall be responsible for preparing all reading and training material for the subjects that IMAGINXP™ faculty will teach
- m) IMAGINXP™ will recommend member of jury for the evaluation of the final year project of students. The jury members will be approved by RIMT UNIVERSITY

#### 5 BATCH SIZE & STUDENT INTAKE

#	Programs	Batch Size
1	BDes UX	40
2	BTech CS AI ML	60
3	BBA Fintech & Digital Banking	60

- a) The competent authority of RIMT UNIVERSITY will approve the number of seats in this course.
- b) RIMT UNIVERSITY and IMAGINXP™ will mutually decide the MoQ for each year.

#### 6 EXAMINATION

Examinations will be held in accordance with the rules and guidelines laid down by UGC and as per RIMT UNIVERSITY norms

#### 7 MARKETING & PROMOTIONS

- a) All marketing activities, campaigns and advertisements for admissions will be borne by RIMT UNIVERSITY as per the process followed at RIMT UNIVERSITY and by IMAGINXP as per their process.
- b) IMAGINXP™ will support RIMT UNIVERSITY in any content requirement for creation of marketing collaterals related to this course.
- c) This MOU will give RIMT UNIVERSITY right to use and publicise the course and contents along with use of IMAGINXP™ and related logos.

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- d) IMAGINXP™ will be responsible for training and mentoring of RIMT UNIVERSITY admissions and counselling teams on the programs and career opportunities after course completion.
- e) In no event shall a Party publicize or make any press releases in connection with this MoU or the services provided hereunder without the prior written approval of the other Party. However, either party is entitled to use the other as a reference, including displaying their trademark in marketing materials.
- f) IMAGINXP™ shall only use the context of this MOU/Agreement/name and logo of RIMT UNIVERSITY, online or otherwise or for referral purpose only after the prior approval by the RIMT UNIVERSITY.

#### 8 PROPOSED FEES, REVENUE SHARE AND PAYMENTS

#	Programs	Proposed Fee per annum	ImaginXP Share (inclusive of 18% GST)
1	BDes UX	1,50,000	60%
2	BTech CS AIML	1,50,000	50%
3	BBA Fintech & Digital Banking	1,00,000/-	50%

- a) It is agreed that this fee will be applicable only for the 2021-2022 academic batch.
- b) The above fees will be revised at the start of each academic year in collaboration by both parties. The Fee payment schedule for each new academic year will be added as an addendum to this MoU.

#### 8.1 PAYMENT TERMS:

- a) These rates are all inclusive of taxes.
- b) IMAGINXP™ will raise the invoice on 01st Sept and on 01st Feb every year based upon actual enrolments of students studying the course for payment collectively for students. If there are any additional admissions after 01st September will be adjusted in the invoice raised on 01st Feb. Fees will be paid Semester wise
- c) In case of Back paper no fees is payable for re assessment of papers.
- d) All invoices will be paid within 30 days of raising the invoice to RIMT UNIVERSITY

#### 9. Other related Points:

1. Executive Body - There will be a principal executive body that will ensure implementation of the content of this MOU and also provide clarity in case any new issue arises or any point is not covered in this MOU, the decision of this body would be final and binding. In case the members of IMAGINXP™ do not agree to any point, decision of the Vice Chancellor would be final and binding. For any matter of utmost importance the representative of IMAGINXP™ can represent to Chairman, BOG of RIMT UNIVERSITY. Further wherever there is change in any policy matter, financial matter, change in load distribution the recommendation of this body along with of respective statutory bodies would be forwarded to the Chairman, BOG, RIMT UNIVERSITY for final approval.

This body should at least meet twice a year. The constitution would be as follows-

- a. Vice Chancellor - Chairman
- b. Director/Dean- RIMT UNIVERSITY.
- c. RIMT UNIVERSITY SPOC of the program.

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- d. One Senior Faculty of RIMT UNIVERSITY nominated by Vice Chancellor.
- e. Director of Giggle Galaxy Pvt. Ltd.
- f. SPOC of Giggle Galaxy Pvt. Ltd.

**10. CONFIDENTIALITY**

- a. Parties shall not disclose each other's Confidential Information to any third party without the prior consent of the disclosing Party. Parties shall not use each other's Confidential Information for any purposes other than for which such Confidential Information was disclosed.
- b. Confidentiality will remain in place for a period of the MOU and 3 years post termination or closure.
- c. Confidential Information shall not be afforded the protection of this MoU if such Information:
  - 1. has been, is now, or later becomes publicly available through no fault of the Party receiving such Confidential Information;
  - 2. has been, is now, or later becomes rightfully learned by the Party receiving such Confidential Information from a third party who is not under restriction or duty imposed by the Party disclosing such Confidential Information or applicable law;
  - 3. has been, is now, or later is furnished to third parties generally by the Party disclosing such Confidential Information, if such disclosure is, or has been, made to third parties generally without similar restriction, duty or limitation of use;
  - 4. was known to the Party receiving such Confidential Information prior to the date it received such Confidential Information from the Party disclosing the Confidential Information; or,
  - 5. has been, is now, or later is independently developed by the Party receiving such Confidential Information without use of or resort to such Confidential Information, and can be so proven by written records.

**11. INTELLECTUAL PROPERTY RIGHTS**

- a) The curriculum, content framework for the delivery of this Program is designed and developed by IMAGINXP. As such, the video, audio, question bank, case studies, assessments, whether printed or electronic format, are explicit intellectual property of IMAGINXP. Any third-party components licensed by it, if any, shall remain the property of those respective third-parties.
- b) Intellectual Property in the context of this agreement shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of this agreement.
- c) Intellectual Property also includes study material, programme material, educational and promotional content whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this Agreement.
- d) The software frameworks for the delivery of this Programme are developed by IMAGINXP. As such, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, and their design, look and feel, are explicit Intellectual

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Property of IMAGINXP only. Any third-party components licensed by it, if any, shall remain the property of those respective third-parties.

- e) All the intellectual property rights, to and in the programme name, content, methodology, assignments, question banks, etc. are the exclusive intellectual property of party that developed it and any third-party components licensed by it shall remain the property of that third-party.
- f) Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

#### 12. NON-SOLICITATION

RIMT UNIVERSITY shall not solicit, employ or attempt to employ or offer any employment or other form of services directly or indirectly either by itself or through its associates to any of the personnel of IMAGINXP™ who worked for the RIMT UNIVERSITY under this MoU without the prior written consent of IMAGINXP™ and vice-versa.

#### 13. INDEMNITY

Each Party agrees to indemnify, defend and hold entirely harmless the other Party from and against any claim, demand, cause of action, judgment, loss, liability, cost or other expense whatsoever, maximum to the contract value of that financial year.

#### 14. FORCE MAJEURE

- a) Neither party to this Agreement shall be liable for any failure or delay on its part in performing any of its obligations under this Agreement if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b) Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this agreement, be considered as a Force Majeure event. Such events include acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority, strike, lockout, unlawful acts, willful tampering of data on the portal and hardware, power failure, downtime of ISP services, virus/worms/spyware/denial of service attacks, spamming and hacking attacks. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this Agreement then such party shall give immediate notice by registered mail/courier and email to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

#### 15. PUBLICITY AND USE OF NAME

- a) IMAGINXP and RIMT UNIVERSITY will be identified jointly or separately in press releases, marketing materials, demonstrations, presentations, bids, tenders and Expression of

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Interests (EOIs). For any mutually agreed press release, IMAGINXP and RIMT UNIVERSITY may restate the substance or language of that press release for so long as it remains factually accurate.

**16. JURISDICTION**

In the event of any disputes between the parties only the district court in **Fatehgarh Sahib** shall have exclusive jurisdiction. But no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful.

**17. TERMINATION**

Either Party shall have the right to terminate the agreement in the event of violation of any of the conditions by giving **six months'** notice. In such an event, students already admitted in the programme shall be enabled to complete their programme of study and appear for the relevant examinations. The obligations of both the parties pertaining to the discharge of their responsibilities towards the completion of the programme for students already admitted will continue to be in force during such period irrespective of termination of the Agreement.

**18. AMMENDMENT**

During the operation of the MOU, circumstances may arise which may call for alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU.

Having gone through each and every condition of the Agreement and having understood it clearly and perfectly both the parties affix their signatures below as attesting to this deed on

**For RIMT UNIVERSITY**

Name: - Rakesh Mohan  
Designation: - Registrar  
RIMT UNIVERSITY

Signature: ..... Rakesh Mohan 21/6/22  
Registrar

Place: - RIMT University  
Mandi Gobindgarh  
Date: -21<sup>st</sup> June 2022


**Witness 1:-**

Signature:- Spsingh  
Name:- SHIVENDRA PRATAP SINGH

Address:- RIMT UNIVERSITY

**For Giggle Galaxy Pvt. Ltd.**

Name: - Abhayjeet Singh  
Designation:- Chief Academic Officer  
Giggle Galaxy Pvt. Ltd

Signature:..... Abhayjeet Singh  


Place: -  
Date: -21<sup>st</sup> June 2022

**Witness 2:-**

Signature:- Krishan Nathur  
Name:- Krishan Nathur

Address:- New Delhi