



Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on _____ ("Effective Date") and entered into between:

M/s **Zoho Corporation Private Limited**, having its registered office at Plot No 140 & 151, Estancia IT Park, GST Road, Vallancheri Village, Guduvancherry, Chengalpattu District - 603202 ("**Zoho**"), on the One Part;

And

M/s **The ICFAI Society**, a not-for-profit organization established in the year 1984 and registered under the A.P. (Telangana Areas) Societies Registration Act, 1350 Fasli, having its head office at Plot No. 52, Nagarjuna Hills, Punjagutta, Hyderabad – 500082, Telangana, India, and the Universities sponsored/established by it as listed under Annex I (hereinafter collectively referred to as the "**ICFAI Group**") on the Other Part.

Both Zoho and the ICFAI Group shall hereinafter be referred to individually as 'Party' and collectively as 'Parties'.

WHEREAS

- I. Zoho is into the business of developing, marketing and selling its proprietary cloud software.
- II. Zoho has launched the 'Young Creators Program', an initiative through which Zoho desires to collaborate with educational institutions and skill development institutions to empower students and young aspirants on building enterprise grade applications using 'Zoho Creator'.
- III. ICFAI Group has expressed its interest in participating in the Young Creators Program for the benefit of its students based on the discussions and relying on the representations made by Zoho with respect to its expertise in designing innovative skill development courses for enhancing employability of the students.
- IV. Parties are entering into this MOU to set forth the terms and conditions for the aforementioned engagement.

NOWHEREFORE, parties mutually agree as follows:

1. Zoho's Role



- 1.1. Zoho will provide online or physical training to students of ICFAI Group institutions who have registered for the Young Creators Program ("Registered Students") on application development directly or through its training partners.
- 1.2. In the course of training under the Young Creators Program, Zoho will provide a free student edition license for 'Zoho Creator' to each Registered Student.
- 1.3. Zoho will provide training materials on application development created by Zoho to each Registered Student ("Training Materials"). The Training Material can be used by Registered Students for their reference both during training and for reference thereafter.
- 1.4. For each Registered Student who has successfully completed the training under the Young Creators Program, Zoho will provide a training completion certificate.
- 1.5. Zoho may conduct appathons for educational institutions and reward the winners of such events ("Appathons"). Registered Students who have completed training and have obtained completion certificate may participate in Appathons.

2. ICFAI Group's Role

- 2.1. The ICFAI Group shall provide sufficient classrooms and other amenities required that are suitable for delivering training.
- 2.2. The ICFAI Group understands that it shall be responsible to ensure that all Registered Students have access to computer systems during training.
- 2.3. The ICFAI Group shall nominate a co-ordinator as a point of contact for Zoho for discussions related to training such as date and time of each training session, mode of training etc., and for proper operation of the MOU.
- 2.4. The ICFAI Group shall ensure that the infrastructure and facilities specified herein are made available throughout the training period under the Young Creators Program.

3. Co-operation of Parties

- 3.1. Details of the Young Creators Program such as duration of training, nature of assessment, certifying process etc., will be determined mutually by both the parties.
- 3.2. Each party authorizes the other party to make public releases and announcements with respect to the Young Creators Program and purpose of this Agreement.

4. Trademarks



- 4.1. Zoho hereby grants the ICFAI Group a non-exclusive, non-transferable license, without the right to sub-license, to use or display the Zoho trademark including the name Zoho and Zoho logo on ICFAI Group's website, press releases and other publicity materials; provided that any use of the Zoho trademark including the name and logo must be made in accordance with the trademark usage guidelines, if any, and samples of such use shall be mandatorily shared for specific written consent before such use. Any such usage shall be solely for the purposes of this MOU.
- 4.2. The ICFAI Group hereby grants Zoho a non-exclusive, non-transferable license, without the right to sub-license, to use or display the ICFAI Group's trademark including its name and logo on Zoho's website, press releases and other publicity materials; provided that any use of the ICFAI Group's trademark including the name and logo must be made in accordance with the trademark usage guidelines, if any, and samples of such use shall be mandatorily shared for specific written consent before such use. Any such usage shall be solely for the purposes of this MOU.

5. Confidentiality

Each Party shall treat any data and information, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with this MOU as confidential and shall not disclose the same to any others, except as may be required by law or by the Agreement or as may be reasonably required to be disclosed on a "Need-to-Know" basis for implementing this MOU. However, the confidentiality obligation shall not apply where any such Information is already existing in the public domain or if it is already in the possession of the Party receiving the Confidential Information before it is disclosed to it under this MOU by the disclosing Party, or if it is independently developed by the receiving Party without reference to the Confidential Information of the disclosing Party.

6. Data Privacy

For purposes of the performance of mutual obligations under this MOU, both Parties acknowledge and agree to collect, process, use, disclose and manage personal data related to the students in accordance with the applicable laws, regulations, rules and policies that are directly applicable to its processing of such data in India, which includes in particular the provisions of the Digital



Personal Data Protection Act, 2023 and rules framed thereunder, as and when the rules are implemented.

7. Compliance of Law

All activities undertaken by each Party pursuant to this MOU shall be undertaken in accordance with and subject to all laws, regulations, and policies applicable to such Party.

8. Costs

This MOU shall be executed at no extra cost or financial burden on either party and each party shall bear its own costs and expenses in fulfilling its obligations under this MOU.

9. Indemnity

Each Party warrants that it will indemnify and keep indemnified the other Party against all claims by third parties, taxes, penalties, liabilities, damages, costs and expenses, suffered, incurred, arising or expended ("Claims"), caused by any negligent act of the Indemnifying Party or its employees or faculty in connection with the performance of obligations under this MOU and shall reimburse all costs, charges, expenses, etc., resulting from such act.

10. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11. Non-exclusivity

This MOU does not restrict either Party from collaborating with any third party for similar purposes and/or objectives specified in this MOU.

12. Relationship

Nothing contained in this MOU is intended to create, nor shall it be construed to create, a relationship between the Parties other than that of two independent



Parties contracting with each other solely for the purpose of effectuating the provision of this MOU

13. Term and Termination

13.1 The term of this MOU shall commence as of the Effective Date and shall continue for a period of one (01) year. This MOU shall automatically renew for further periods of one (01) year unless a party gives written notice to the other party of its intent not to renew the MOU, at least thirty (30) days prior to the end of the then current term.

13.2 Either party may terminate this MOU for material breach of any of the terms of this MOU by the other party, if such breach is not cured by the other party within thirty (30) days of written notice by such party informing the other of such breach.

13.3 The ICFAI Group may terminate this MOU for convenience upon a written notice of ninety (90) days to Zoho.

13.4 In the event of such termination, both Parties shall honour to complete any commitments already in progress at the time of termination. Commitments agreed upon prior to, but not yet in progress at the time of, amendment or termination may be honoured to complete if mutually agreed upon by both the Parties.

14. Notices

All notices required or permitted to be given hereunder shall be in writing, shall refer to this MOU, and shall be delivered by hand or via Email or dispatched by prepaid courier or by registered or certified mail addressed to the other Party's address as mentioned in this MoU.

15. Governing Law and Jurisdiction

This MOU shall be governed by the laws of India. In case any dispute should arise between the parties relating to this MOU, the parties shall use reasonable endeavours to settle the matter amicably. Any dispute which the parties are unable to resolve through amicable settlement will be submitted to the jurisdiction of courts at Hyderabad, Telangana.



16. Entire Agreement

This MOU constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties. This MOU shall not be amended or varied otherwise than by an instrument in writing dated subsequent to the date hereof, duly executed by the authorized representatives of the Parties.

17. Execution

This MOU may be executed in two sets each of it being the original and having the same legal validity.

THE PARTIES HAVE CAUSED THIS MOU TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE EFFECTIVE DATE.

For Zoho

Signature: *Badrinath Rajan*

Name:

Title:

Date:

For the ICFAI Group

Signature: *[Handwritten Signature]*

Name:

Title:

Date:



ANNEX I

S.No	AFFILIATES OF THE ICFAI SOCIETY
1	ICFAI Foundation for Higher Education (IFHE), a Deemed-to-be-University under Section 3 of the UGC Act, 1956, having its principal office located at IFHE Campus, Donthanapally, Shankarapalli Road, Hyderabad, Telangana-501203, India.
2	ICFAI University, Tripura, a self-financed private University, established through an Act of State Legislature (Tripura Act 8 of 2004), recognized by the UGC under Sec.2 (f) of the UGC Act, 1956 and having its Campus at Kamalghat, Mohanpur, West Tripura - 799210, India.
3	ICFAI University, Dehradun, a self-financed private University, established under the ICFAI University Act 2003 (Act No.16 of 2003) passed by the Uttaranchal Legislative Assembly and assented to by the Governor on July 08, 2003 having its campus and office at Rajawala Road, Dehradun-248197, Uttarakhand.
4	ICFAI University, Jaipur, a Private University established by The ICFAI University Jaipur Act 2011 (Act No.26 of 2011) enacted by the State of Rajasthan, having its campus at Village Jamdoli, Agra Road, Tehsil Jaipur, District-Jaipur, Jaipur –30203, Rajasthan.
5	ICFAI University, Sikkim, a University established under Section 4 (2) of the ICFAI University, Sikkim Act 2004 (Act 9 of 2004) passed by Legislative Assembly of Sikkim, having its office at Lamithanga Ranka Road, lower Sichey, Gangtok, Sikkim- 737 101.
6	THE ICFAI University Jharkhand, a University, established under sub-section (2) of Section 4 of the Institute of Chartered Financial Analysts of India University Act, 2006 (Jharkhand Act 08, 2007) and included in the list of Universities maintained by UGC under Section 2 (f) of UGC Act,1956 vide Notification No.F-8-17/2009 (CPP-I) dt.16.12.2009 having its campus at Plot No.2065, Daladali Chowk, Simalia, near Ring Road, Ranchi-835222.
7	ICFAI University, Raipur, a University established under Section 9(2) of the Chhattisgarh Private Universities (Establishment and Operations) Act 2005 and notified on March 25, 2011 having its Campus at Kumhari, Durg Dist.,Raipur, Chhattisgarh.



8	ICFAI University, Meghalaya, a University established under Section 4 (2) of the ICFAI University Meghalaya Act, 2005 (Act 12 of 2005) passed by Legislative Assembly of Meghalaya having its office at Tura Danakgre, Near BSF Camp, P.O. Dakopgre, Tura, Araimile West Garo Hills District, Meghalaya- 794101.
9	ICFAI University, Mizoram, a Private University established through an Act passed by the legislature of State of Mizoram viz., " The Institute of Chartered Financial Analysts of India University (Mizoram) Act, 2006 (Act No 4 of 2006) having its main office and campus situated at Durtlang North, Aizawl, Mizoram.
10	ICFAI University, Nagaland, a University established under the Institute of Chartered Financial Analysts of India University, Nagaland Act 2006 passed by Legislative Assembly of Nagaland, having its campus at 6th Mile, Sovima Village, Dimapur, Nagaland-797112.
11	THE ICFAI University Himachal Pradesh, a University established under The Institute of Chartered Financial Analysts of India University (Establishment and Regulation) Act, 2011 (Act No. 43 of 2011) passed by the Legislative Assembly of Himachal Pradesh and its Campus situated at Plot No. 5, Kalujhanda via Barotiwala, Baddi, District-Solan, Himachal Pradesh.