

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (the "MoU") is made on this 3rd day of Feb, 2026

Between

Desh Bhagat University, Punjab

(Hereinafter referred to as "DBU" or the "University")

Address: Desh Bhagat University,
Off to NH-44, Amlah Road, Mandi Gobindgarh,
District Fatehgarh Sahib, Punjab- 147301, India

Represented by:

Designation: Registrar Desh Bhagat University

AND

Eduintx Learning Solutions Pvt. Ltd., Kerala, India

(Hereinafter referred to as "Eduintx" or the "Authorized Partner")

Address: Eduintx Learning Solutions Pvt Ltd
Xaitoon Building
Opp Sukapuram Hospital
Thrissur Road, Edappal
Sukapuram PO-679576
Malappuram Dt, Kerala-India

Represented by: Shahul Hameed KV

Designation: Managing Director

Collectively referred to as the "Parties" and individually as a "Party."



1. Purpose

This MoU outlines the formal academic partnership between **Desh Bhagat University** (DBU) and Eduintx Learning Solutions Pvt. Ltd. to deliver DBU's online course(s) as envisaged under clause 2 in India, leveraging Eduintx's capabilities as an Authorized Online Learning Provider pursuant to regulatory approvals and operational standards of UGC.

2. Legal Validity

This Memorandum of Understanding (MoU) shall constitute a legally binding agreement between Desh Bhagat University (DBU) and Eduintx Learning Solutions Pvt. Ltd. (Eduintx).

The Parties expressly agree that all rights, duties, and obligations set forth herein shall be enforceable under the provisions of the Indian Contract Act, 1872.

3. Scope of Collaboration

3.1. Through this MoU the parties intend to collaborate on the following courses:

- a) Bachelor of Commerce (B.Com)
- b) Bachelor of Business Administration (BBA)
- c) Master of Commerce (M.Com)
- d) Master of Business Administration (MBA)

3.2. Any addition to the course shall be made through an addendum and shall not have a bearing on the other clauses of this MoU.

3.3. Eduintx shall provide end-to-end services including student recruitment, admissions, mentoring, academic delivery support, credit transfer facilitation, assessment logistics, placement assistance, and compliance for the courses



covered under this MoU with all applicable provisions of Desh Bhagat University Act, 2012 (Punjab Act No. 15 of 2012) as amended from time to time.

4. Roles & Responsibilities

4.1 Eduintx:

1. Execute marketing campaigns targeting potential students across Indian states.
2. Verify eligibility, facilitate admissions and generate necessary regulatory DBU-IDs.
3. Conduct student orientation and ongoing academic mentoring aligned with DBU curriculum
4. Manage credit transfer committees for academic recognition.
5. Draft relevant syllabus for all assigned courses as per the MoU and submit for approval by the Board of Studies (BoS) and thereafter to the Academic Council (AC).
6. Delivering classes, doubt-clearing sessions, and industry-centric case study discussions through online mode.
7. Conducting assessments of learning to match with the program and course outcomes and evaluation as per DBU's approved guidelines.
8. Identifying and on boarding of experienced and qualified faculties for course delivery.



9. Identifying and on boarding sufficient administrating and marketing staff for smooth delivery of the objectives under the MoU.
10. Evaluate the internal assessments, final assessments, if required do moderations and upload the results of evaluation in to DBU's LMS.
11. Ensure IT infrastructure supports proctored online assessment and secure data management.
12. Provide placement and career readiness services.
13. Create an SOP for the delivery of the courses and make it available to DBU's authorised personnel.
14. Maintain requisite records for periodic audits.
15. Perform as may be necessary for the success of delivery of the programme and ensure skill enhancement for the students.

4.2 Desh Bhagat University:

1. Admit the student, once Eduintx's credit review committee has provided an NOC as per SOP.
2. Provide frame work of the delivery of courses and assessment patterns.
3. Conduct BoS meeting for the approval of the syllabus as submitted under the provisions of the MoU and provide necessary advice for the approval and submission to AC.
4. Conduct Periodic academic quality monitoring, highlight the deficiencies provide training to Eduintx staff for corrective measures.
5. Conduct annual training for Eduintx academic and administrative teams.
6. Award degrees upon fulfilment of academic requirements.



7. Provide access and technical support for DBU-owned LMS provide administrative and student access.
8. Provide timely academic approvals, results, and LMS access and shall not be delayed by more than 3 working days from the date of request.

5. Governance Structure

- 5.1. A Joint Steering Committee with representatives from both parties will be established for oversight, quarterly review, and resolution of issues.
- 5.2. Eduintx to maintain an Internal Quality Cell (IQC) led by the Academic Head responsible for continual performance monitoring of teaching, operations, and student satisfaction.
- 5.3. Eduintx to form a 3 member assessment committee for formation and quality complaints of question papers, evaluation and uploading of result in DBU's LMS.
- 5.4. Deliver regular reports to DBU on academic progress and regulatory compliance.

6. Regulatory Compliance

- 6.1. Strict adherence to UGC guidelines for online degrees in India, including DBU-ID issuance for every student.
- 6.2. Compliance with GST, income tax, data privacy, IT Act, and other relevant laws in India.
- 6.3. Coordination to ensure that cross-border data-sharing complies with applicable laws.
- 6.4. **Eduintx shall be Solely responsible for breach of any regulations, fines , costs and penalties arising out of such breach during its operations, advertisement etc. Eduintx shall also indemnify DBU for any action taken against DBU due to the non-compliance of operations by the Eduintx.**



Date:




7. Financial Terms & Revenue Sharing



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- 7.1. Eduintx shall be responsible for local operational expenses including staffing, infrastructure, marketing, and student services.
- 7.2. Eduintx will determine tuition fee structures, collect fees from students, and disburse facilitation fee/ Royalty to DBU designated bank account as per agreed revenue sharing ratios detailed in Annexure I.
- 7.3. Annexure I may be revised from time to time and on such revisions such revised Annexure I shall be in force without affecting the other clauses of MoU.
- 7.4. **DBU shall have the right to audit Edunintx for student fee collection and payment, other payments annually. Eduintx shall maintain proper records of such payments.**

8. Operational Arrangements

- 8.1. Eduintx will establish a fully equipped study and examination centre in Kerala with classrooms, computer labs, proctored exam facilities, counselling, and administrative offices.
- 8.2. Eduintx will implement blended learning including bridge classes, mentoring, regular assessments, and LMS-based content delivery.
- 8.3. A mutually discussed and agreed upon detailed academic calendar, quality assurance protocols and student feedback mechanisms shall be instituted.
- 8.4. The delivery of the courses as assigned under the MoU shall be with Eduintx unless otherwise expressly agreed upon in writing during the prevalence of this MoU.
- 8.5. An SOP framed for this purpose and agreed upon shall be the final document that both parties shall relay in order to standardise the policies and procedures.

9. Confidentiality

9.1. Confidentiality Commitment

Both the parties agree to maintain strict confidentiality of all proprietary, academic, operational, financial, or strategic information exchanged under this



Memorandum of Understanding (MoU).
9.2. Definition of Confidential Information



“Confidential Information” includes all non-public data, documents, reports, digital records, software, course materials, student information, financial transactions, and correspondence shared in any form (verbal, written, or electronic) between the Parties.

9.3. Obligations of the Receiving Party

The Party receiving such information shall:

- a) Use it solely for the purpose of implementing the objectives of this MoU;
- b) Not disclose it to any third party without prior written consent of the disclosing Party;
- c) Employ reasonable safeguards and data protection measures equivalent to those applied to its own confidential information; and
- d) Ensure that its employees, consultants, or agents having access to such information are bound by similar confidentiality obligations.

9.4. Exclusions

The confidentiality obligation shall not apply to information that:

- a) Is already in the public domain;
- b) Is lawfully obtained from a third party without breach of confidentiality;
- c) Is independently developed without use of the other Party’s confidential data; or
- d) Must be disclosed pursuant to any applicable law, court, or government order (with prior written notice to the other Party).

9.5. Duration and Survival

The confidentiality obligations shall remain in effect for a period of five (5) years from the date of execution of this MoU or until its termination, whichever is later. These obligations shall survive the expiry or termination of the MoU.

9.6. Return or Destruction of Information

Upon termination or upon written request, the receiving Party shall promptly return or permanently delete all confidential materials and confirm such action in writing.



10. Intellectual Property (IP) Rights and Branding

10.1. Ownership of Academic Content

All syllabi, course materials, designs, assessments, and academic content provided by **Desh Bhagat University (DBU)** shall remain the **exclusive intellectual property** of **DBU**. **Eduintx Learning Solutions Pvt. Ltd. (Eduintx)** shall not reproduce, distribute, adapt, or modify such content without the **prior written consent** of **DBU**.

10.2. Co-Developed Materials

Any academic content, digital resources, media, or learning materials jointly created by **DBU** and **Eduintx** during the term of this MoU shall be treated as **joint intellectual property**, unless otherwise specified in a separate agreement.

Both Parties shall enjoy **non-exclusive rights** to use such jointly developed materials for academic and institutional purposes, with proper attribution to the other Party. **Upon termination DBU shall have the full right to use the jointly developed materials. Eduintx shall have no such right after the termination.**

10.3. Use of Branding and Trademarks

- a) **Eduintx** may use **DBU's name, logo, or branding** only for marketing and operational purposes that have been **explicitly approved in writing** by **DBU**.
- b) Neither Party shall use the other's **name, logo, insignia, or trademarks** for promotional, admission, or marketing purposes without prior written consent.
- c) **Eduintx** shall not issue any advertisement, certificate, or public statement implying **autonomous academic authority** or **independent university status**.
- d) Any unauthorized use or misrepresentation of the other Party's brand or intellectual property shall constitute a **material breach** of this MoU.

10.4. Retention of Rights

- a) **DBU** shall retain full ownership and control over all its **digital platforms**, including the Learning Management System (LMS), ERP systems, and **databases**.



- b) Eduintx shall retain ownership of its **operational tools, marketing content, and locally developed facilitation materials**, excluding DBU-provided academic content or materials derived therefrom.

10.5. **Survival of Rights**

The intellectual property rights and confidentiality obligations described herein shall **survive the expiration or termination** of this MoU and remain enforceable thereafter.

Proposed Amendment:- Eduintx shall have no right over the Intellectual Property after the expiration or the termination of MoU. However DBU holds the right to give use of Jointly developed Intellectual Property to Eduintx through a written agreement for a specific period of time as per such agreement and with such expenses.

11. Duration, Amendment & Termination

- 11.1. Effective upon signing for five (5) years with options for renewal.
- 11.2. Amendments to be made only in writing signed by both parties.
- 11.3. Termination upon six (6) months written notice, without prejudice to accrued rights.
- 11.4. In case of inadvertent termination of the agreement Eduintx shall cease the right to admit any new student, however, this shall not prevent both the parties from relinquishing the liability accrued towards an admitted student and shall remain in force till the student successfully completes the program or communicates in writing his/her inability to continue.

12. Dispute Resolution and Jurisdiction

- 12.1. Any dispute, controversy, or claim arising out of or in relation to this MoU, including its interpretation or breach, shall first be resolved amicably by consultation between the Parties. If no settlement is reached within thirty (30) days, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, as amended.



8/5/21



DBU shall not be liable for any dispute or claim arising out or made by students regarding fees, quality, any academic material provided.

12.2. The arbitration shall be conducted by a sole arbitrator, jointly appointed by both Parties.

12.3. **The seat of arbitration shall be Chandigarh and Mohali (Punjab), and the proceedings shall be conducted in English. In any arbitration or litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.**







12.4. The arbitral award shall be final and binding on both Parties. This MoU shall be governed by and construed in accordance with the laws of India, **and courts at Chandigarh and Mohali (Punjab) shall have exclusive jurisdiction.**

13. Force Majeure Clause

13.1 Neither Party shall be liable for failure to perform due to circumstances beyond reasonable control including acts of God, government actions, pandemics, natural disasters, or system failures. **Administrative delays due to such events shall not constitute breach.**

14. Notices and Communication

All notices, communications, or documents required or permitted under this MoU shall be in writing and delivered by registered post, courier, or official email to the following addresses or such other address as may be notified in writing by either Party:

- **For DBU:**

Desh Bhagat University, Amloh Road, Mandi Gobindgarh, Punjab – 147301.
Email: contact@deshbhagatuniversity.in

- **For Eduintx:**

Eduintx Learning Solutions Pvt. Ltd., Xaitoon Building, Opp. Sukapuram Hospital, Edappal, Kerala – 679576.
Email: ceo@eduintx.org

A notice shall be deemed to have been received when delivered in person or three (3) business days after posting.

15. Limitation of Liability and Indemnity

Each Party shall be responsible for its own acts and omissions. Eduintx shall indemnify and hold harmless DBU, its officers, and employees against any claims, losses, or damages arising from Eduintx's negligence, misrepresentation, breach of



Date:.....



obligations, or non-compliance with applicable laws. **Eduintx shall also indemnify DBU in case if any non-compliance, regulatory failure and breach on part of Eduintx.** Likewise, DBU shall indemnify Eduintx against any losses resulting from DBU's failure to provide legitimate academic approvals or materials.

DBU shall not be liable for any dispute , claim made by the students regarding the fee structure, academic material provided to them , method of certification, infrastructure, delay in admission, quality of education and also any other dispute related to their career placements and aftermath.



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The total aggregate liability of either Party under this MoU shall not exceed the total consideration received by that Party during the relevant academic year.

Signatures

For Desh Bhagat University (DBU):

For Eduintx Learning Solutions Pvt. Ltd.:

Name: Prof(Dr) Harsh Sadawari

Name: Shahul Hameed

Designation: Vice-chancellor

Designation: Managing Director

Signature: _____

Signature: _____

Date: 03/2/2026

Date: 03/02/2026



Witness1:

Witness2:

J. n. siddharth
Siddharth
03/2/2026

Khalid Rehman
Rehman
3/2/26

Annexures