Memorandum of Understanding

Between



Eximius'24, IIM Bangalore

&



IIM Bangalore, Eximius 2024

(17th Edition)

IIM Bangalore

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into on this 20th June of 2024 by and between:

PGP STUDENT WELFARE TRUST, (hereinafter "**TRUST**"), which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors, and permitted assigns;

AND

Learning While Travelling, (hereinafter "SPONSOR"), which expression shall, unless it be repugnant to the context ormeaning thereof be deemed to mean and include his heirs, successors, executors, and permitted assigns;

The Trust and Sponsor shall be individually referred to as "Party" and collectively as "Parties".

WHEREAS, Eximius is the Annual Entrepreneurship Summit conducted by the Trust on 6-7th July2024,

AND WHEREAS both parties mutually agree to collaborate and cooperate to achieve their objectives for Eximius 2024.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Purpose & Scope

1.1 This MOU aims to provide the bilateral obligations of both parties for Eximius 2024.

2. Sponsorship Amount

- 2.1 Sponsor has agreed to sponsor, and the Trust has agreed to receive sponsorship towards the Eximius in accordance with the terms and conditions of this MOU.
- 2.2 Both the parties shall provide each other with certain rights as detailed below.

3. Responsibilities of the Trust

3.1 The sponsor will be featured as the 'Official Knowledge Partner' in external social media publicity, which includes:

- 3.1.1 One tagged post from Instagram handle of Eximius
- 3.2 Phone numbers and emails of 10 winners will be shared with LWT within a week of event completion date

4. Responsibilities of the Sponsor

- 4.1.1 LWT will provide Flight Ticket Scholarship worth Rs 30000/person and accommodation for 6N7D Singapore Internship Trip to Winners + Runners (10 scholarship offers)
- 4.1.2 Learning While Travelling to provide high resolution logo for publicity.

5. Use of Marks

- 5.1 The following names and marks: IIMB (name and/or logo), 50 Years of Excellence (name and/or logo), Eximius logo (collectively referred to as "IIMB Marks") are proprietary to IIMB. No right or other license is given to Adrenaline to use the IIMB Marks either before, during or subsequent to, Eximius 2024. Without limitation, neither the Trust nor IIMB shall be deemed to have endorsed the services or products of the Sponsor in any manner whatsoever.
- 5.2 Sponsor shall be deemed to have granted the Trust a limited, non-exclusive, non-transferable, royalty-free, non-fee bearing license to use the Sponsor's name and logo in connection with identifying the Sponsor as a co-sponsor of Eximius, 2024.

6. Term and Termination

- **6.1** This Agreement shall be valid and binding unless terminated in accordance with the provisions of the Agreement. This Agreement:
 - a. shall stand terminated on the date of any written agreement of all of the Parties to terminate the Agreement.
 - b. shall stand terminated upon the completion of such actions specified in Clauses 2,3 and 4 above as determined by the non-defaulting Party upon the occurrence of an event of default.

7. CONFIDENTIALITY

7.1 Each Party shall keep any information it receives, whether oral or written, from the other Party strictly confidential and shall not disclose the same to any third Party, except on a need-to-know basis.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of India. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this MOU. In case the Parties are unable to settle the dispute amicably, then it shall be referred to meditation conductor by a mediator having experience of not less than fifteen (15) years. Such Mediation is to take place within the jurisdiction of Bangalore.

9. Non-Disparagement

9.1 During the course of Eximius, 2024 and thereafter, the Sponsor shall not disparage, defame or make derogatory remarks about the Trust or IIMB, or their respective managements, or about Eximius 2024, in any manner whatsoever.

10. MISCELLANEOUS

10.1 If any provision of this MOU is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of these Terms. Waiver of a breach or default of any of the provisions of this MOU shall not be construed as a general waiver. The terms of this MOU are personal to the Sponsor and shall not be assigned by the Sponsor in favour of any other person. This MOU, including any annexures shall constitute the entire agreement between the Parties and shall supersede all other and prior arrangements, agreements and understandings.

IN WITNESS WHEREOF both parties hereto set their hands and signed the Memorandum of Understanding on the 20th day of June and year 2024:

	IIMB Students Welfare Trust	Learning While Travelling
Signed and delivered on behalf of	20/06/24	Vishal Kumar
Name	Shubham Jagtap	Vishal Kumar
Title	President, IIMB PGP Students Welfare Trust	Founder, LWT
Date	20th June 2024	20th June 2024
Place	Bangalore	Kolkata