



E-Summit'23 IIT Indore

**This Memorandum of Understanding ("MoU") is executed as on
(Date_of_mou) between:**

E-Summit'23 IIT INDORE, Educational Event which is going to be held on **6th, 7th and 8th October, 2023** of Indian Institute of Technology, INDORE (IIT-I) having its office at [IIT Indore, 452020 Madhya Pradesh] (hereinafter referred to as "**E-Summit IITI**" or "**E-Summit'23 IITI**", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PARTY**.

AND

M/s LWT Business PVT LTD (formerly known as learningwhiletravelling), a private limited company registered under the provisions of the Company Act, January 30, 2018 head office in Sankalpa Apartment 2 Block-B, Street Number 189, CB Block(Newtown), Action Area I, Newtown, New Town, West Bengal 700156 (hereinafter referred to as "**LWT Business PVT LTD**" – or "**Second Party**"). LWT Business PVT LTD and E-Summit IITI are individually referred to as "Party" and collectively as the "Parties":

1. WHEREAS:

1. E-Summit IITI has approached LWT Business PVT LTD to be a sponsor of ESummit'23 IITI, under the banner of this annual Educational Event as defined hereinafter.
2. Based on the proposal put forward by E-Summit IITI, LWT Business PVT LTD has expressed its interest in sponsoring E-Summit'23 IIT INDORE, on the terms and conditions contained in this MoU. (Refer condition 7.2)
3. In pursuance of the aforesaid, the Parties hereto wish to record under this MoU, the terms of their mutual understanding with respect to their association.

NOW THE PARTIES HERETO AGREE AS UNDER:

2. DEFINITIONS:

1. "Event" means the related activities for E-Summit'23 IITI.
2. "Company" refers to **LWT Business PVT LTD**.
3. "Publicity Material" means all posters, pamphlets, newspaper advertisements and invitations sent under the banner of E-Summit IITI but shall not include any newspaper or magazine articles and coverage by any television channels.



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3. DELIVERABLES OF BOTH PARTIES:

Deliverables from LWT Business PVT LTD:

- 1) LWT Business PVT LTD will give Flight Ticket Scholarship to Singapore to attend ISET 2024 to Winners + Runners Up (around 10-12 Tickets max)
- 2) LWT Business PVT LTD will give 25% scholarship for NSET GOA 2024 to winners + Runners up
- 3) LWT Business PVT LTD would try to provide Case Study Materials (if required).
- 4) LWT Business PVT LTD would try to provide Judges and speakers if required (2 in number related to business/management) for the event.



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B) E-Summit'22 IIT INDORE hereby agrees to the following:

1) E-cell should acknowledge LWT Business PVT LTD as their **Official Ecosystem Partner** for IIT Indore E-summit 2023. Details below:

- Welcome announcement over all E-cell's social media handles (Tagging LWT Business PVT LTD)
- Placement of LWT Business PVT LTD's , logo over E-Cell's website landing and partner page (with hyperlink)
- Placement of LWT Business PVT LTD's logo on all digital and physical promotional material of E-summit 2023.

2) E cell should share details of the winners and participants as in Ph no., Email ID post week event completion.

4. Key Features

1. This Memorandum of Understanding has been drawn up in English and in the future, all communications will be done in English only.
2. This offer will be given by Unstop in association with E-Summit IITI.
3. Unstop and E-Summit IITI, have executed this MoU for their collaboration only for 3 days of E-Summit IITI at IIT Indore.
4. The company should make sure that they **never use IIT Indore official logo/name** on any of their marketing/publicity/brochure materials or website. This association is carried forward with **E-Summit'23 IITI**, and not directly with **IIT Indore administration**, which permits the use of only the E-Summit'23 IITI logo/name for all publicity purposes mentioned above.



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5. Breaching of the above stated clause may lead to immediate termination of this MoU, without any prior notice.
6. **E-Summit'23 IITI, will NOT bear any loss pertaining to low turnout or cancellation of any events due to any reason and will NOT be responsible for any accidents or improper behaviour of the participants during the event.**

5. SPONSORSHIP RIGHTS AND ENTITLEMENTS

1. LWT Business PVT LTD shall have publicity rights in E-Summit'23 IITI, as mentioned earlier.
2. LWT Business PVT LTD logo will be put up on the E-Summit'23 IITI website in the format as mentioned above as a sponsor , with a link to a page of learningwhiletravelling.com official website.

6. CONFIDENTIALITY

1. Any information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential.
2. Either Party may disclose the general terms of this Agreement (but not the commercials or the specific details therein) for publicity subject to the condition that the Party so wishing to disclose gets the content to be published, publicized or disclosed to be approved by the other Party.
3. A Party who has received Confidential Information from another under this agreement must not use it except for the purpose of exercising its rights or performing its obligations under this agreement.



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7. TERM AND TERMINATION

1. Each Party shall have the right to terminate the Memorandum of Understanding by giving 15 days' written notice in writing to the other Party at any time. If the MoU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, or activity already in progress.
2. E-Summit'23 IITI – will continue the MoU till the day before E-Summit'23, thereafter terminated.
3. None of the mentioned terms in this MoU shall hold after termination. Both Parties must respect the confidentiality of this MoU even after termination.

8. MISCELLANEOUS

1. This MoU supersedes all prior understandings, if any, between the said two parties concerning the subject thereof.
2. No amendments to this MoU shall be valid unless consented to, executed in writing and signed by both the said Parties.
3. The Sponsor agrees to respect the rights of the E-Summit'23 IITI, and its other sponsors.

9. REPRESENTATIONS AND WARRANTIES

1. The MoU will enter into force upon signature by the Parties.
2. The Parties represent and warrant to each other that it has full power and authority to enter into this MOU and perform its obligations under this MOU.
3. The MoU may be modified or amended by written agreement between both the Parties.



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10. GOVERNING LAW & ARBITRATION

1. In the event of a dispute, controversy or claim arising out of or relating to this MoU, or the breach, termination or invalidity thereof (a “dispute”), the Parties will use their best efforts to settle such dispute promptly through direct negotiation.
2. Any dispute that is not settled within ten (10) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the ESummit’23 IITI and the Owner of Unstop or their duly authorized representatives.
3. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU.
4. Under the failure of an amicable way to settle disputes, both parties will move to Indore Jurisdiction.
5. Both Parties will decide the matter subject to the provisions of arbitration and reconciliation act,1996.

“IN WITNESS WHEREOF the undersigned, duly appointed representatives of ESummit’23 IITI, and of Unstop, respectively, have on behalf of the Parties signed the present Memorandum of Understanding in English, at Indore, this 1st September, 2023