



entwine

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on the 7th of November of the year 2023.

Between

ENACTUS VIPS - TC

Enactus VIPS - TC, a student-run society affiliated with Vivekananda Institute of Professional Studies whose address is Outer Ring Rd. AU Block Ranikhet, Pitampura, New Delhi, Delhi, India-110034 (hereinafter referred to as the First Party or **Organiser**).

and

LEARNING WHILE TRAVELLING

Learning While Travelling is India's First EduTour Brand located at 3rd Floor, 75/C Park Street, Kolkata 700016 (hereinafter referred to as **The Second Party**).

Hereinafter, Enactus VIPS - TC and Final Revise will be collectively called as **Parties**.

Personal Details

Second Party

Event Contact Name: Vishal Kumar

(Must be always available during the event)

Mobile number: 97481 12438

(Must be active and always monitored during the event)

Correspondence Address: Kolkata West Bengal

Enactus VIPS - TC and Learning While Travelling are entering into this Memorandum of Understanding (MOU) to establish a collaborative partnership for the event "Entwine" scheduled for November 21st and 22nd, 2023.

Parties have reached the following intent to collaborate as per below-described articles of this MoU.

WHEREAS

- a) Enactus VIPS is a social entrepreneurship based society, where its primary objective is to impact the lives of the people associated with its projects and provide them with Sustainable Business Models through which they can not only sustain but improve their livelihood.
- b) Learning While Travelling is India's First EduTour Brand that also provides Internships and Workshops. The aim is to take startup enthusiasts on a week-long international tour where they would pitch about their ideas to investors, attend conferences, workshops and take college tours.

OFFICIAL MODE OF COMMUNICATION

All the official communication with respect to the event must take place via electronic mail and shall be made through the authorised email IDs of:

(i) Enactus VIPS - TC - collaborations.enactusvips@gmail.com or
enactus.vips@gmail.com

(ii) Learning while Travelling - corporate@learningwhiletravelling.com

NOW THEREFORE, in consideration of the promises and mutual covenants and MoUs herein contained, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. TERM OF MoU

This MoU shall commence on the date of signing and continue until the completion of collaboration handover.

2. KNOWLEDGE PARTNER RIGHTS AND BENEFITS

2.1 Partner benefits to be provided to The Second Party by The First Party.

The Second Party will be entitled to the following Education Partner Benefits:

- a. Learning while Travelling (LWT), to be acknowledged as the ecosystem/knowledge partner for the event.
- b. Details of the event's winners and participants, including phone numbers and email addresses, to be provided to the second party post-event completion.
- c. Endorsement of second party through social media posts on the First party social media platforms.
- d. Presence of Second Party's logo on the recipient's website and sharing of Second Party's product/service details with the student community/participants.

2.2 Knowledge Partner benefits to be provided to the first party by the Second Party

- a. Flight Ticket Scholarships to Singapore for ISET 2024 Winners and Runners Up (Approximately 10-12 Tickets max)

- b. 25% Scholarship for NSET GOA 2024 Winners and Runners Up
- c. Provision of Case Study Materials (if required)
- d. Assistance in providing Judges and Speakers (2 in number, related to business/management) for the event if required

3. COOPERATION

- (a) Both parties will endeavour to conduct themselves in a manner so as to present a professional and high quality promotional image of the Second Party.
- (b) First Party must not bring into disrepute or otherwise damage the name or goodwill of Second Party or the corporate identification.
- (c) The Second Party must not bring into disrepute or otherwise damage the name or image of the First Party.
- (d) First Party will use its best endeavours to ensure that The Second Party acts consistently with the Media Partner Rights and Benefits and do everything necessary in order for First Party to perform its obligations under this MoU. First Party will use its best endeavours to prevent any third party from infringing the rights of its partners and if necessary take legal action to stop any actions and protect the rights of any partners.

5. CONFIDENTIALITY

5.1. Protection of Confidential Information: Subject to the clauses mentioned herein, the parties to this MoU will have certain rights and responsibilities under this agreement, including the handling of confidential information, as outlined below:

- (a) The party receiving the confidential information would be the one holding the confidential information in strict confidence and should not disclose or cause or permit the disclosure of the confidential information, except

in cases as required by law or as permitted under this agreement or with the prior written consent of the disclosure; and

- (b) Do anything reasonably required by the disclosure to restrain a breach of confidentiality by any person.
- (c) The parties of this MoU will not disclose any confidential information in regards to the terms and conditions of the MoU and shall take utmost care to protect the information as their own.

7. TERMINATION

7.1 Mutual Termination Events for Default

Either Second and The Third Party or First Party may immediately terminate this MoU by written notice if:

One party breaches a material term of this MoU, and

- (a) It cannot be remedied; or
- (b) If capable of being remedied, such breach is not remedied within 14 business days of a written request by one of the parties to remedy that failure through an appropriate channel via an electronic mail on the official email of the other party.

8. AMENDMENTS

No amendment or variation of this MoU is valid or binding on a party unless it is in writing and is executed and agreed upon by all the parties of this MoU.

9. GENERAL

9.1. Relationship of Parties: Nothing in this MoU will be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this MoU) be liable for the acts or omissions

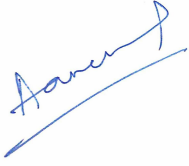
of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever.

9.2. Force Majeure: The First Party and the Second Party collectively acknowledge that in the event of a natural emergency or any circumstance beyond the control of the First Party, which hinders the commencement or execution of the event, the First Party shall not bear any financial or other liabilities as Organiser. There is no guarantee of the event taking place in the future if it is cancelled due to circumstances beyond the control of the committee, including, but not limited to, natural disasters such as earthquakes. In such cases, **there shall be no provision for any refunds or liabilities imposed on the First Party or the Second Party due to unforeseen circumstances.**

9.3. Arbitration: In case of any disputes that arise between the parties at a later stage in relation to either the MoU being signed or any other matter in relation to the MoU signed or the event being held by the First Party, the parties shall resort to Arbitration to solve the dispute.

9.4 Jurisdiction: : Since the first party is based in Delhi and the second party is based in Kolkata, any legal matters, disputes, or arbitration arising from this Memorandum of Understanding (MOU) shall fall under the exclusive jurisdiction of the courts and arbitration tribunal within Delhi for the first party and Kolkata for the second party.

In witness whereof, the Second Party and First Party hereby agree to enter into this MoU on 07/11/2023 written above by affixing their respective signatures below.



Signature

ORGANISER



Signature

Second Party

Learning While Travelling



Dr. Aanchal Aggarwal

(Faculty Convener)

Asst. Professor

(VSBS department)
