

MEMORANDUM OF UNDERSTANDING



Between

P. B. Siddhartha College of Arts & Science

An autonomous college under the jurisdiction of Krishna University, MTM.
Siddhartha Nagar, Moghalrajapuram,
Vijayawada -520010, Andhra Pradesh, INDIA

AND

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector – 10, Kharghar, Navi Mumbai - 410210
CIN: U72200MH2013PTC241118

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Date: July 16, 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into as of July 16, 2021 (the "Execution Date") by and between, **Parvathaneni Brahmayya Siddhartha College of Arts & Science** (hereinafter referred to as "PBCAS")

AND

TESTBOOK EDU SOLUTIONS PRIVATE LIMITED (PAN: AASCS8515R and CIN: U72200MH2013PTC241118), a private limited company incorporated under the Companies Act, 1956, engaged in providing online educational courses to students, having its registered office at 1st and 2nd Floor, Zion Building, Plot no. 273, Sector No. 10, Kharghar, Navi Mumbai, Raigarh, Maharashtra - 410210 (hereinafter referred to as "**Testbook** ", which expression shall unless repugnant to the context or meaning thereto shall mean and include its successors and permitted assigns) represented herein by its Director, Mr. Ashutosh Kumar, duly authorised by its board of directors vide resolution dated 16th November, 2019.

PBCAS and Testbook are individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. Testbook will provide its services under **Testbook Skilled Campus Program** for use by PBCAS in respect of "**End Users**" (all students who are presently enrolled in any programme with the institution), in accordance with the terms and conditions set out herein, and Testbook has agreed to the same.
- B. Pursuant to the foregoing, the Parties have agreed to enter into this MoU to set forth the terms and conditions of their arrangement in following sections.

As a part of this MoU, both the parties have identified and hereto agree to the following responsibilities respectively:

1. RESPONSIBILITIES

1.1 Responsibilities of Testbook

- A. Testbook with the help of PBCAS, shall get all the willing students of PBCAS to sign up on Testbook's platform with email ID to avail the services under Testbook Skilled Campus Program.
- B. There will be no financial implications involved between Testbook and PBCAS during the "Term" (defined hereafter) of this MoU and the End Users can get these benefits under Testbook Skilled Campus Program:

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- Placement Preparation Activities for a period of 1 year which can include Live Tests (Minimum of 5) along with a detailed analysis of PBCAS End Users' performance to the institute
- Career mentorship sessions from industry experts (Minimum of 5)
- Access to all the content under Testbook Pass for a period of 01 month
- Chance to get internships & full time opportunities

1.2 Responsibilities of PBCAS

- A. To inform the availability of such free services as referred above to the End Users for upskilling and assessment by circulating necessary information.
- B. To provide support in scheduling the Live Tests and informing the End Users that would help them evaluate their readiness for placements and institute to know the current preparation status of their students.
- C. To provide End Users' detailed feedback of Testbook's platform usage to Testbook.

2. Other provisions:

- A. This MoU shall be valid for an initial period of 1 (one) year from the Execution Date ("Term ") unless terminated earlier by Parties.
- B. Testbook shall keep all the data collected from the students confidential and shall NOT share/disclose to anyone in any form whatsoever without the prior written permission from the students. Testbook also agrees that the data so collected shall be used for the purpose envisaged in this MoU and not for any other purpose

3. Arbitration and Jurisdiction

- A. All disputes that arise out of this agreement shall be amicably settled among parties and in case of any further dispute, shall be settled by the parties.
- B. PBCAS will be responsible for all legal issues/litigations that arise from this agreement.
- C. This Agreement shall be governed by and construed in accordance with Indian law.
- D. The courts of Vijayawada have exclusive jurisdiction to here and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and for these purposes each party irrevocably submits to the jurisdiction of the courts of Vijayawada

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AGREED AND ACCEPTED:

For and on behalf of PBCAS :



Signature:

Sridhar Kavuri
16/7/21

Name: Sridhar Kavuri

Title: Training & Placement Officer

Date: 16th July 2021

For and on behalf of TESTBOOK EDU

SOLUTIONS PVT LTD



Signature: *Ashutosh Kumar*

Name: Ashutosh Kumar

Title: CEO

Date: 21 July 2021

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