MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on 20th day of September 2022 (the "Effective Date"), by and between:

Sorting Hat Technologies Private Limited, a private company incorporated under the provisions of the Companies Act, 2013 bearing CIN U72200KA2015PTC082063 and having its registered office at Maruti Infotech Centre, 3rd Floor, A-Block, Domlur, Koramangala Inner Ring Road, Bangalore- 560 071, Karnataka, India (hereinafter referred to as **"CodeChef"**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **FIRST PART;**

AND

Bharati Vidyapeeth's College of Engineering, New Delhi, with its campus at A4, Paschim Vihar, New Delhi -110063, (hereinafter referred to as **"College"**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **SECOND PART;**

The CodeChef and the College shall thereafter, as the context may require, individually be referred to as a **"Party"** and collectively be referred to as the **"Parties".**

WHEREAS:
i.   The College is engaged in education to students across various domains.
ii. The Parties wish to enter into a collaboration wherein CodeChef shall provide one-year free access to its platform, to the students and faculty of the College.
iii. The College has represented and warranted to CodeChef that it has relevant authority, permit and licenses to fulfill its obligations under this MoU and based on the said representation and warranties, CodeChef has agreed to enter into this MoU with the College on a non-exclusive basis and the Parties have agreed to fulfill their obligations under this MoU.

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

1. The College shall enroll approximately 250 students with CodeChef.

   a. The College shall share the student details in a timely basis and in one-go by sending CodeChef a spreadsheet containing student's account creation details such as - Name, Roll number (optional), email ID, College name (preferred way of referring the College), and preferred pattern for creating their usernames on CodeChef.

   b. For those students whose accounts are already on CodeChef, the College shall share their existing CodeChef usernames as well in the spreadsheet.

   c. By using the information in the spreadsheet, CodeChef shall create bulk accounts/profiles of students and share the same with the College.

2. CodeChef shall conduct an Orientation session for faculty and students of the College on a time mutually decided by both parties.

3. The College shall review the program curriculum shared by CodeChef and map it to its existing semester/curriculum.

    a. The program curriculum is given as Annexure 2 to this MOU.

    b. In case of changes, CodeChef and College shall discuss and finalize the same before the commencement of the program.

    c. CodeChef shall organize meeting(s) with the faculty of the College to understand the curriculum in-depth, and select problems per topic.

4. Periodic practice sessions & Assessment-based tests (for grading) shall be created by CodeChef for the students and regularly shared with the College. The program structure is given as Annexure 1 to this MOU.

5. CodeChef has no liability whatsoever other than that of providing access to the platform for one year and creating practice & assessment-based tests.

6. College and CodeChef agree that the information shared during this MoU's term is confidential and shall not disclose it with any third party without prior written consent.

7. College hereby agrees to indemnify and save harmless CodeChef including, where applicable, its affiliates, directors, officers, employees and agents (each such party being an "Indemnified Party") harmless from and against and agree to be liable for any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, incurred by the Indemnified Party that arises out of:

    a) breach of any of its obligations, covenants or representations and warranties under this Agreement; or

    b) Violation of any applicable laws; or

    c) Infringement of any third-party intellectual property rights;

8. This MoU shall be valid for a period of one year from the Effective Date.

9. This MoU may be terminated at any time by either Party upon fifteen (15) days' written notice to the other party.

10. This MoU shall be governed by the laws of India. The courts of India shall have exclusive jurisdiction.

11. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Signature		
		Dharmender
		Dharmender Saini (23rd September 2022, 7:38 GMT)
Name	Tony Mathew	Prof. Dharmender Saini
Title	Authorized Signatory	Principal
	For, **CodeChef**	For, **College**