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 Account Reference : SELFPRINT (PU)/ by-self/ PUDUCHERRY/ PY-PU
 Unique Doc. Reference : SUBIN-PYPY-SELF16777604269542V
 Purchased by : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE
 Description of Document : Article 4 Affidavit
 Property Description : MOU
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE
 Second Party : RED FOX EDUCATION CHENNAI
 Stamp Duty Paid By : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE
 Stamp Duty Amount(Rs.) : 20
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₹20

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MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING is made the 20th day of June, 2023

BETWEEN:

1. REDFOX GLOBAL IT SERVICES (P) LTD. of No. 054/1, SKC Road, Erode, Tamil Nadu India, 638001 Company number U72900TZ2020PTC033642 which trades as "RED FOX EDUCATION",

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. **SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE** of, Madagadipet, Puducherry ("SMVEC")

WHEREAS:

- 1) RED FOX EDUCATION is a Global EdTech company that offers Value-added online English classes and courses, Business and corporate training programs, Test preparation and tool-based learning through its mobile application and web-delivered classes.
- 2) SMVEC Is an autonomous educational institution established under Trust Act with its campus at Madagadipet, Puducherry.
- 3) SMVEC and RED FOX EDUCATION for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of the College's Department of MCA in the field of Information Technology ("IT") agree to collaborate in forging an industry-institute academic alliance to facilitate and train SMVEC students and faculty members on Software Technologies and Corporate training.
- 4) The parties hereto wish to enter into a Standard Partner agreement on the terms and conditions set out in this memorandum of understanding.

IT IS AGREED that:

1. **RED FOX EDUCATION will provide and/or offer the following services to SMVEC and/or its students:**
 - Facilitate and train students of the Department of MCA and Faculty members of SMVEC in Software Technologies and Corporate training.
 - Webinars for groups of students will be given training by British & Indian tutors in English Proficiency which shall enable them to meet the Industry requirements and to prepare effectively for the job application process.
 - Webinars as above to develop communication skills and provide effective business, corporate and general training.
 - Provide access to tool-based learning through Mobile and Web application platforms, which will include access to all free courses and free certification courses.
 - Consider internship candidates that are suggested by Department of MCA, SMVEC (for the avoidance of doubt RED FOX EDUCATION shall in its sole discretion offer internships to such candidates but is not obliged to make such offers).
2. **Department of MCA, SMVEC will:**
 - Establish suitable infrastructure at the college for the delivery of RED FOX EDUCATION webinars and training.
 - Actively encourage students to participate in webinars and training programs provided by RED FOX EDUCATION as above.
 - Provide details of internship candidates suitable for placement with RED FOX EDUCATION.
3. **BOTH PARTIES** agree that it is their mutual intention to enter negotiations to replace this agreement with the PREMIUM PARTNER agreement.
4. **THIS AGREEMENT** will continue until EITHER it is replaced by a subsequent agreement (as above) OR it is terminated by written notice given by one party to the other.
5. Neither party shall (either during or subsequent to the term of this Agreement) disclose or use, except in pursuit of the business of RED FOX EDUCATION or SMVEC respectively or any of their respective subsidiaries or affiliates, any Proprietary and Confidential Information of the other party, or any subsidiary or affiliate thereof, acquired during the

term of this Agreement. The term "Proprietary and Confidential Information" shall mean all information which is known or intended to be known only to RED FOX EDUCATION or SMVEC respectively, or their respective subsidiaries and affiliates, and their employees or students, including any marketing materials, documents, records, financials or other information, or others in any confidential relationship, and further relates to specific business matters such as financial information, identity of students, parents, clients and customers, policies and procedures, fee structures, or account information relating to other business of RED FOX EDUCATION or SMVEC respectively, or their respective subsidiaries and affiliates, and their employees.

6. Each party is individually responsible for obtaining any approvals, board decisions, consents, licenses or other permissions necessary that allow that party to legally enter into this agreement.
7. No waiver by either party of any breach of this Agreement by the other shall be considered to be a waiver of any other breach. If any term or provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement shall be governed by the laws of the Republic of India.
8. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and may only be amended in writing signed by both parties as a supplemental agreement to this agreement.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws prevailing in the territory of India. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Chennai, for the adjudication of any dispute hereunder or in connection herewith.

IN WITNESS whereof the parties have executed this instrument AS A DEED the day and year above written.

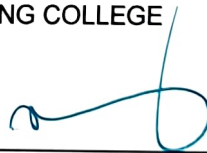
SIGNED AND DELIVERED

AS A DEED by **Nirmaleswaran P**
Director
on behalf of RED FOX EDUCATION


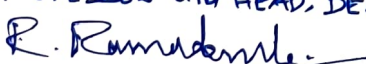


SIGNED AND DELIVERED

AS A DEED by **Dr V S K Venkatachalapathy**
Director cum Principal
on behalf of SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE



Witness :

1.  **Dr. A. RAMALINGAM, S/O E. ARICHENANE**
PROFESSOR and HEAD, DEPT. OF MCA, SMVEC .
2.  **R. Ramudurai**

R. RAMAKRISHNAN : A
S/O. M. RAMA SUBRAMANIAM
ASSOCIATE PROFESSOR
DEPARTMENT OF MCA, SMVEC

Dr. V.S.K. Venkatachalapathy, M.E., Ph.D.,
Director cum Principal
Sri Manakula Vinayagar Engineering College
(An Autonomous Institution)
Madagadipet, Puducherry-605 107.