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Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made and entered in on the date that later appears on the signature page hereof (Effective Date) is between:

Global Shapers (GS), which expression unless repugnant to the context or meaning hereof shall include its successors, administrators or permitted assignees.

And

SHOBHIT UNIVERSITY ("Institution"), having its registered office at Delhi which expression unless repugnant to the context or meaning hereof shall include its successors, administrators or permitted assignees.

GS and Institution may be referred to herein individually as a "Party" and collectively as "Parties".

WHEREAS

The primary objective of this partnership is to nurture a new generation of youth role models, leaders and achievers. It focuses on developing "T Shaped Competencies" among students, complementing their existing technical depth with the breadth of soft, professional and leadership skills through predesigned course content based on Andragogy.

The subject matter of this MoU is to leverage the expertise of GS in providing LeadLab Fellowships to graduate and postgraduate students of the INSTITUTION. This would be followed by assessment and certification by Global Shapers.

Global Shapers Role:

LEADLAB ESTABLISHMENT

- a) GS agrees to establish a LEADLAB HUB based out of the INSTITUTION, focused on nurturing young leaders, role models and achievers.
- b) As part of the HUB, GS agrees to provide LeadLab Fellowships for 40 chosen students of the INSTITUTION, as a two months (108 hours) intensive leadership-training programme to develop them as youth role models.
- c) As part of the HUB, GS agrees to provide LeadLab Fellowships for the rest of the students of the INSTITUTION, as a two months (108 hours) intensive leadership training programme, at a subsidized cost.

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- d) GS agrees to provide Youth Summit, LeadLab teams, CEO Shadowing and Self Exploration sessions comprising of: Seven core leadership modules, profiling exercises, behavior polls, career management worksheets and case studies.
- e) GS agrees to provide necessary handouts, and study materials for the course.
- f) GS shall assess and certify the participating students.
- g) GS agrees to help participating students network with prominent professionals/ entrepreneurs during its sessions.

CO-CREATION OF CENTRE OF EXCELLENCE:

- h) GS agrees to collaborate with the INSTITUTION to co-create a LEADLAB CENTRE OF EXCELLENCE, with exclusive programs on leadership development focused on students, faculty and executives.
- i) As a LEADLAB CENTRE OF EXCELLENCE, GS along with the INSTITUTION shall launch various exclusive leadership initiatives like Student Leadership Programs, Faculty Fellowships etc
- j) As a LEADLAB CENTRE OF EXCELLENCE, GS along with the INSTITUTION shall launch Summer internships and Starting Up programs – initiatives that shall give students exposure to entrepreneurship, team work and CSR.
- k) As a LEADLAB CENTRE OF EXCELLENCE, GS along with the INSTITUTION shall launch various exclusive Executive development programs. GS along with the INSTITUTION shall work in attracting executives from the catchment to be a part of this initiative.
- l) As a LEADLAB CENTRE OF EXCELLENCE, GS along with the INSTITUTION shall launch various exclusive leadership development programs for near by schools and students. GS along with the INSTITUTION can work in attracting various schools in the catchment to be a part of this initiative.
- m) GS agrees to allow co-branding of INSTITUTION/ GS in advertising, print media releases and institution brochures.
- n) As a LEADLAB CENTRE OF EXCELLENCE, GS along with the INSTITUTION shall develop a revenue sharing model for the development and up gradation of CENTRE OF EXCELLENCE. Separate agreement would be constituted post formation of CENTRE OF EXCELLENCE.
- o) GS shall assess and certify the INSTITUTION as a CENTRE OF EXCELLENCE.

INSTITUTION's Roles:

- a) INSTITUTION will launch and be the host of GS activities and will conduct internal events like Youth Summit and LeadLab teams at the INSTITUTION Campus, external events like CEO shadowing and corporate immersions and follow-up workshops at its auditorium, along with hospitality and hosting of VIPs as well as inland travel of guest speakers.

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- b) INSTITUTION shall pay an upfront fee of Rs.4,00,000, if any, for being recognized as a LEADLAB HUB.
- c) Offer the LeadLab Fellowship programme to its students, where inputs will be provided by GS as per student subsidy offered by Global Shapers Forum.
- d) INSTITUTION shall enable of integration of the LEADLAB curriculum to the existing academic schedule and time table
- e) INSTITUTION shall give adequate incentives like attendance or grace marks for the students as well as faculty for the integration of LEADLAB in to their existing schedule
- f) Institution shall ensure that the students have a minimum of 75% attendance in the Fellowship program
- g) INSTITUTION will provide administrative / student / faculty support to sustain and popularize the GS activities in the college.
- h) Faculty coordinator shall be nominated by INSTITUTION, who shall ensure student attendance, arrangement of facilities etc.
- i) INSTITUTION shall undertake marketing initiatives to popularize the LeadLab Fellowships and Faculty Fellowships to its own students and faculty.
- j) INSTITUTION shall undertake marketing initiatives to popularize the LeadLab Fellowships, Faculty fellowships, Executive Development Programs and School Leadership programs to students, faculty and corporates in the nearby locations.

1. Non Exclusivity: Nothing in this MoU shall mean or shall be construed to mean that any of the Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.
2. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, END USERS OR ANY OTHER THIRD PARTY, FOR ANY INDIRECT, SPECULATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER THIS MOU BASED ON FAILURE TO ULTIMATELY COMPLETE THE ACTIVITIES ENVISIONED HEREIN. However, there shall be no limitation of liability in case of breach of the provisions in respect of confidentiality under Section 2 hereinabove
3. Intellectual Property: The Parties agree that all Intellectual Property, including but not limited to trade secret(s), copyrights, know how, or patents, owned or possessed by either Party on the Effective Date shall remain the property of the said party. However, ownership and license rights in respect of all intellectual property that may be developed or created by Institution after the Effective Date as part of the delivery of services or performance

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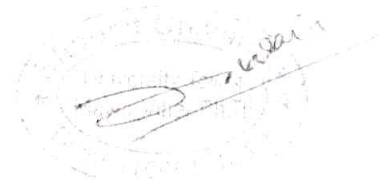


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4. Under this MoU, shall be determined on the basis of agreements that may be specifically executed in respect of each area of proposed services and / or performance. No license or any other right is granted or conferred under any Intellectual Property Rights now or hereafter owned or controlled by either Party by implication, statute, inducement, estoppel or otherwise, except on the basis of such agreements that may be specifically executed between the Parties.
5. Costs: Except as may be otherwise stated in this MoU, each Party will be responsible for its own expenses in connection with all matters relating to this MoU. In no event shall any of the Party be liable to the other for any costs, expenses or other liability of any kind whatsoever. Even if such Party has been advised of the possibility of such losses or damages based upon or arising out of the other Party's performance of or failure to perform the activities described herein, except for any damages arising from any breach of Section 2 hereinabove.
6. Term, Termination and Survival: This MoU shall commence on the Effective Date and continue in full force and effect thereafter for a term of 5 (five) years unless otherwise terminated or extended by the parties in writing, whichever is earlier. Either Party may terminate this MoU at any time, with or without cause, by giving the other Party Thirty (30) days prior written notice.
7. Relationship: The Parties agree that nothing in this MoU should be construed as creating a partnership, employer-employee relationship, agency, franchise or joint venture, of any kind, between the Parties, and that neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, nor make any representations or warranties on behalf of the other, without the other Party's prior written consent by way of separate writing.
8. Entire Understanding, Amendment, Assignment: This MoU along with the Annexure-1 sets forth the entire and final understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of all the Parties. No right, duty or obligation under this MoU may be assigned, delegated, factored or subcontracted in any manner by either Party, without prior written consent from the other Party, except that Intel may assign its rights or delegate its duties to Intel Corporation and / or any of its affiliates and subsidiaries.

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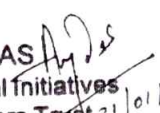



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9. Notices: All notices shall be directed in writing to the address as aforesaid of the parties.

The signature of the Parties below indicates their agreement with the foregoing MoU.

| For Global Shapers | For SHOBHIT UNIVERSITY |
|---|--|
| Name : AMIT DAS | Name: DEVINDER NARAIN |
| Designation: General Manager | Designation: Head - Corporate Relations |
|  AMIT DAS GM-Educational Initiatives Global Shapers Trust 31/01/14 Signature |  Shobhit University University Town Signature |