



## **MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding is executed on this 13 day of March 2025

### **BY AND BETWEEN,**

**Dhanekula Institute of Engineering & Technology (Dhanekula)**, an educational institution represented by its Authorized Person, having its principle place of business at Ganguru, Penamaluru Mandalam, Vijayawada, Andhra Pradesh 521139. – **FIRST PART;**

### **AND,**

**I BELIEVE I CAN (IBIC).AI, LLC. (IBIC.AI)**, a for-Profit company, registered under State of California, USA represented by its Authorized Person, Ms. Prabitha Ganesh, having its principle place of business at 1401, 21<sup>st</sup> Street, Ste R, Sacramento, CA 95811. - **SECOND PART**

### **1. PURPOSE:**

This Memorandum of Understanding is to define the collaborative partnership between both parties and that IBIC.AI would offer programs to the students of Dhanekula, to enhance their career prospects and development.

### **1. GENERAL TERMS OF MOU:**

#### **1.1 DURATION OF MOU:**

This MOU shall take effect from the date of signing and shall be valid for a period of 11 months then on, renewable for such other time period both the parties deem fit.

#### **1.2 ROLES AND RESPONSIBILITIES:**

**1.2.1.** Scope of services offered by the Second Party shall be as per the Engagement letter agreed between both the Parties for each batch of students.

**1.2.2.** The Second Party will issue each student a Course Completion Certificate upon their successful completion of the project.

**1.2.3.** As part of this execution program, the First Party shall facilitate the Second Party with requisite process support including identifying the Target Students & Creating Cohorts, finalizing the timeframe, program and the calendar of events among others to be detailed in the engagement letter. The First Party shall identify one or two University Coordinators who would liaison to facilitate all such activities.



## **2. CONFIDENTIALITY:**

**2.2.1.** Confidential information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MOU or any subsequent MOU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However, confidential information shall not include any data or information which:

- a) is or becomes publicly available through no fault of the receiving party. b) is already in the rightful position of the receiving party prior to its receipt of such data or information.
- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party.
- d) is rightfully obtained by the receiving party from a third party or is in the public domain.
- e) is disclosed with the written consent of the party whose information it is, or
- f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

**2.2.2.** During the tenure of the MOU both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

**2.2.3.** Both the parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MOU.

**2.2.4.** Further, both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

## **3. REPRESENTATIONS AND WARRANTIES:**

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

## **4. INDEMNITY:**

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in



connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party

#### **5. NON-COMPETE:**

The First party agree that it shall not, directly or indirectly, solicit, induce or hire any employees or consultants (or their respective Affiliates or Immediate Family Members) of the Second party or its Subsidiaries for the agreed services chartered in the engagement letter.

#### **6. LIMITATION OF LIABILITY:**

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

#### **7. SEVERABILITY:**

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

#### **8. TERMINATION OF MOU:**

This MOU shall terminate upon completion of the agreed period. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

#### **9. ARBITRATION:**

In the event of any question, dispute or difference whatsoever arising between the parties to this MOU out of or relating to the construction, meaning scope, operation or effect of this MOU or the validity of the breach thereof shall be settled by mutual consultation and discussion, failing which same may be referred to an Arbitrator to be nominated / appointed by the both parties or as per the provisions under Indian Arbitration and Conciliation Act 1996 as amended from time to time. The language of arbitration will be English.

#### **10. ENTIRE AGREEMENT:**

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. 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 parts.




## 11. OTHER PROVISIONS:

11.1 Both parties assume that this agreement does not go against any of the rules and regulations stipulated by the Government of India.

11.2 Any joint collaboration and announcement on social media, websites, client prospects will be done after mutual consent of both the parties.

11.3 The initial scope of work will begin with India and later can be extended to other programs as per mutual agreement.

### SIGNATURES OF THE EXECUTORS:

Signature: 

Mr. Kadiyala Ravi  
Principal

**FIRST PART**

Principal  
DHANEKULA INSTITUTE  
OF ENGINEERING AND TECHNOLOGY  
Ganguru, Vijayawada-521 139

Signature: 

Mrs. Prabitha Ganesh  
Founder & CEO

**SECOND PART**

