



## Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) signed this on Date: 11/Feb/19

Parties to this MOU:

FindMyAdmission edu-tech Pvt Ltd.

An edu-tech company engaged in Digital Marketing Consultation, Education, training and Information Technology Services in India having its corporate office at 301-302, Saikar Paradise, Sr. Nos 131/1B/1, Ram Indu Park, Baner Road, Pune - 411045, India

(Hereinafter referred to as "FMA-Digital")

AND

REVA University

One of the award winning and leading private university in South India and having its campus at Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bangalore - 560064,

(Hereinafter referred to as "REVA")

- For the period of 1<sup>st</sup> Jan 2019 to 31<sup>st</sup> Dec 2019 -

Both the organisations referred to jointly as Parties and singularly as Party





#### Purpose:

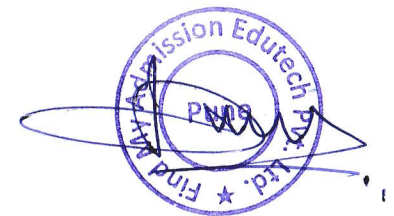
REVA University is one of the fastest growing Private University established under the Government of Karnataka Act 80 of the year 2012. The University is located in Bengaluru on a sprawling green campus, spread over 45+ acres of land, built with the state-of-the-art infrastructure and offering a wide spectrum of academic programs from UG to PG. REVA University is looking to partner with an established Digital Marketing service provider to augment its brand and enhance the admissions in the coming year.

Both REVA and FMA-Digital have agreed to work together on the said assignment as per the terms set in the document below.

#### WHEREAS

#### FMA-Digital:

1. Is one of the leading Digital Marketing consulting, Education services and training provider with reputation and is a Google Partner.
2. FMA-Digital has a dedicated business unit catering to the Digital Marketing needs of variety of clients including leading academic institutions across the country
3. Is proud technology partner of prestigious 'StudyInIndia.org ' project
4. Is the promoter member of 'Education Promotion Society for India
5. HEF Life Member
6. Is conducting an annual research work – Adoption of Social Media in Academia (ASMA)



#### REVA:

1. REVA is one of the fastest growing Private University based in Bangalore



2. The University currently offers 18 full - time Post Graduate programs, 5 part - time Post Graduate programs, 15 Graduate Degree programs and several Post Graduate Diploma programs in Engineering, Architecture, Science and Technology, Commerce, Management Studies, Law, Arts & Humanities.
3. University facilitates research leading to Doctoral Degree in all disciplines.
4. REVA Academy of Corporate Excellence (RACE) offers a range of programs specially designed to suit the needs of working professionals

## AND WHEREAS

The parties are desirous to enter into a MOU to kick off the assignment. The scope and boundaries of this arrangement are as follows:

FMA-Digital shall be responsible for the following activities

- a. SEO
  - i. On-page SEO
  - ii. Off-page SEO
- b. Online Advertising - SEM
  - i. Facebook Lead Ads
  - ii. Facebook Website Click Ads
  - iii. Google Search Ads & Google Display Ads
  - iv. Affiliate Marketing
  - v. Advertising on other Social media platforms like Twitter, LinkedIn etc.
- c. SMM
  - i. Management of the following online properties / platform of REVA which includes but not limited to
    1. FB
    2. Instagram
    3. Twitter



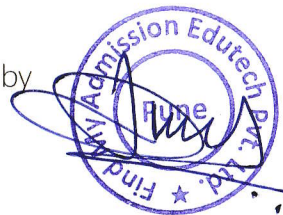


4. LinkedIn
  5. YouTube Channel,
  6. Quora,
- d. Website Maintenance
- i. Day to day updates on the website as per the data received from the client
  - ii. Website up keeping and routine health checks
- e. Email Templates, Blog Writing and Slide Share

For this, the parties have agreed to enter into an understanding and perform the duties as per the terms given in this memorandum of understanding

A. Responsibilities of FMA-Digital:

1. FMA-Digital will be responsible for conceptualising, planning and executing the Digital Marketing campaigns on assigned online platforms as stated in the scope of work above as per the agreed plan with REVA on month on month basis.
2. A detailed plan with deliverables and budgets to be spent against each head / platform is agreed upon mutually between the parties and the charted out expense and activity plan is added to Annexure A of this agreement document
3. FMA-Digital will be required to coordinate with the teams at REVA to develop custom content, collaterals including designs, news bytes, events and happenings etc. as per the requirements of the Digital Marketing plans.
4. FMA-Digital to recommend the budget ad spend on monthly progression basis as per the campaign objectives set by REVA time to time.







5. FMA-Digital to submit new concept and ideas for REVA on regular basis and seek confirmations on the expenses to be incurred by REVA, if any. Such concepts and ideas do not form part of this agreement and shall be dealt on case to case basis.
6. FMA-Digital to submit periodic reports on the progress of the campaigns
7. FMA-Digital shall raise invoices as per the agreed terms as stated out in this agreement

**B. Responsibilities of REVA:**

1. REVA to assign SPOC for FMA-Digital team to coordinate with
2. REVA will assign the online platforms and provide access to execute the above scope of work.
3. In case of Deployment of resource from locations other than Bangalore, REVA will arrange for internet connectivity, food and accommodation of the resource that FMA-Digital will deploy on campus for the project
4. REVA to ensure timely approvals, timely availability of input data, and sufficient internal coordination as per the need of the laid out and agreed digital marketing plan.
5. REVA to pay for all the ad expense are charged by respective agency as per actuals to respective agencies. REVA will pay all such expenses at the end of every month.

Other terms:

**C. Termination of this MOU**





1. Termination: In the event of breach of any clause mentioned in this MOU, either party may terminate the contract with a notice of 30 days. In case of non-performance or damage to the brand the contract will come to an end with immediate effect.

D. Effect of Termination

In case this MOU is terminated,

1. FMA-Digital shall handover all the platforms to the assigned person / party by REVA.
2. REVA to pay all the pending invoices and unbilled service charges on month completion basis.

Note: No payment will be made in case of Non Performance or negligence towards REVA brand.

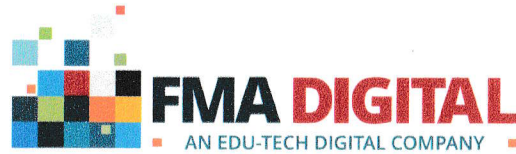
E. Non-Poaching:

During the engagement and for a period of two year after the closing of the engagement REVA will not, directly or indirectly either alone or in association with others (i) solicit, or encourage any organization directly or indirectly controlled by the REVA to solicit, any employee of FMA-Digital or any of its subsidiaries to leave the employment of FMA-Digital or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by REVA to solicit for employment, hire or engage as an independent contractor, any person who was employed by FMA-Digital or any of its subsidiaries at any time during the term of the FMA-Digital employment and one year after leaving FMA-Digital with REVA or any of its subsidiaries.

F. Confidentiality:

During the continuance of this assignment and thereafter, parties shall keep all matters confidential and will not divulge to any person, or company whatsoever (other than to the Directors of the Company or their authorised representatives about contents of this MOU, various terms and conditions agreed to, and also all other confidential matters and information concerning its business or affairs of any of its associates or branches, their customers and / or suppliers.





#### G. Disputes

All disputes arising out of or in connection with this MOU shall be settled through mutual negotiations failing which, it will be finally settled as per the Arbitration and Conciliation Act, 1996 & rules formed thereof. The arbitration will be referred to a sole arbitrator appointed by mutual consent of the Parties. The place of arbitration will be Bangalore, India. The language of the arbitration shall be English.

#### H. Amendments

Any amendments to this MOU shall be by mutual consent by the parties and shall be in writing and shall be signed by both the parties to this MOU.

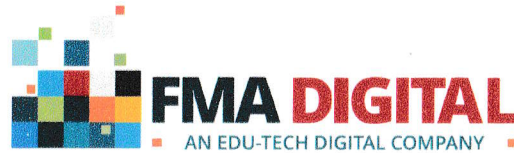
#### I. Successors and Assigns

This MOU shall not be assigned by either parties to any party under any circumstances. Any deviation or violation of this condition will constitute a material breach of this MOU and shall be a ground for termination of this MOU at the discretion of FMA-Digital.

#### J. Scope of this MOU

1. This MOU covers the Social Media Management like Facebook Profile, Page Management, LinkedIn, Twitter & Blog and other activities/online platforms as mentioned under scope of assignment in this MoU. Anything outside the scope of this MOU need to be dealt separately and an addendum will be required to sign and fee for such additional services shall be payable extra outside the current fees as set in this MOU.





2. This MOU does not constitute any assignment or partnership in relation to REVA & FMA-Digital any other business which are not mentioned in this agreement

K. Order Booking

REVA to issue a purchase order in favour of 'FindMyAdmission Edutech Pvt Ltd.' for the agreed service charges for the term of the project.

L. Term:

This MOU will be valid for 12 months with effect from 1<sup>st</sup> Jan 2019 to 31<sup>st</sup> December 2019. Based on the performance and mutual agreements on the budgets and duration, the agreement can be renewed further by signing an addendum.

M. Service Charges:

FMA-Digital shall be paid 100% of the Monthly invoicing at the end of every month as per the below details, the fee have been agreed as below

- From Jan 2019 to Dec 2019 – Billing of 2,70,000 Per month + Taxes
- Any extra charges which are outside the scope of work as mentioned in the Annexure A, will be billed as per the agreement on case to case basis.

N. Advertising Expenses:

REVA shall be responsible to pay all the expenses toward online advertising on Facebook & Google AdWords and similar







third party publishing networks, wherever required, as per plan and approvals. REVA will pay in advance to FMA-Digital or assign its or its assignees credit cards wherever required to execute the ad campaign as per agreed plans.

O. Logo Inclusion:

REVA shall include the FMA-Digital Logo prominently as 'Digital Marketing Partner' or 'Social Media Partner' wherever appropriate as per mutual discussion.

FMA-Digital will be allowed to use the REVA Logo as the client in its various marketing collaterals including website etc with prior approvals.

P. Other Events / Offline Activities:

The SPOC from REVA shall ensure that FMA-Digital teams are kept updated about the real time developments about various events / activities / news / campaigns / road shows / timelines etc. Availability of such timely information shall ensure alignment of online campaigns and will also facilitate the use of such information for timely updates.

Q. Project Related Travel/accommodation and expenses:

Any project execution related travel/accommodation/DA expenses by FMA-Digital personnel shall be pre-approved and paid by REVA.

All correspondence to FMA-Digital will be at the following address:

FindMyAdmission Edutech Pvt Ltd.

301/302, Saikar Paradise, Sr Nos 131/1B/1, Ram Indu Park, Baner Road, Pune - 411045,

Email ID: [rahul@fmadigital.com](mailto:rahul@fmadigital.com)





All correspondence to REVA will be at the following address:

REVA University,

Rukmini Knowledge Park,

Kattigenahalli, Yelahanka,

Bangalore - 560064

Email ID: [vidyashetty@reva.edu.in](mailto:vidyashetty@reva.edu.in)

In witness whereof the parties have signed this Memorandum of Understanding on 14 February 2019.

Signed by the parties on the date herein above mentioned

For REVA University

Dr. M. Dhanamjaya,

Registrar

Registrar  
REVA University  
Bengaluru - 560 064.

For FindMyAdmission Edutech Pvt Ltd.

Swapnil Jain

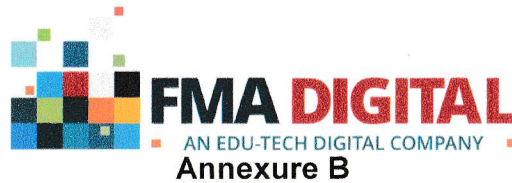
Director



## 1 FMA Deliverables – REVA University

Particulars	2019 Deliverables by FMA to REVA University & RACE
Facebook Page	1000 - Post created by FMA (Includes REVA events post)
Twitter	1000 - Post created by FMA (Includes REVA events post)
Instagram	1000 - Post created by FMA (Includes REVA events post)
Pinterest	As per requirement
YouTube Channel	As per requirement
LinkedIn	224 (post created by FMA (not REVA events post)
Blog/SlideShare	208
Quora / Email Campaign	60
Content Planning & generation	On going
Support to Clubs/ Conduits/ Cultural Wings	On going
CMS PAGES	60 Pages
Landing Page	25 Pages
Microsite	20 Pages
SEO (Keywords)	100 Keywords (Depending on Campaign & Leads)
Website Maintenance	As per Website Development SOW
SEM	As per requirement





**Website Maintenance SOW:**

**FindMyAdmission edu-tech Pvt. Ltd will undertake the following tasks as part of day to day maintenance of the website:**

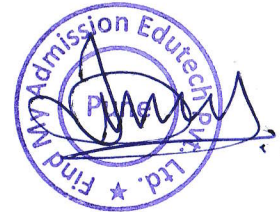
- will regularly perform monitoring and updating to ensure impeccable performance across all major browsers.
- Develop new pages as per requirements. – Total : Upto 60 CMS Pages within contract period.
- Basic Onpage SEO such as Meta tags (title, description, keywords), alt tag, h1, h2, h3.
- Repairing scripting languages (basic HTML), broken links and images, and other types of malfunctioning code or components.
- Revising, editing, and adding content and links. Adding new or changing existing web pages to keep your website up to date.
- Perform monthly backups of your site so that it may be fully restored in case of loss.
- Removal of malware, spam and malicious code from Customer's website.
- Monitor your website functionality to ensure that everything is working as it should and upgrade where necessary. Some plugins may become outdated and no longer work with the newest version of your website software. Plugins may need upgrading to accommodate the newer version, or become obsolete with the improvements in the website software.
- Downtime is highly inconvenient for any website owner and when it happens it is important to have someone on hand to help. We will assist you by liaising with the hosting company to sort out the situation as quickly as possible.

**Each ticket raised will be assigned TAT and will be completed in the stipulated timeframe during working days as per REVA University requirements and team availability (not during holidays unless critical stuff like website is down / hacked etc).**

**Total Hours of Maintenance included: 2000 Hrs**

**Total number of new page development to be undertaken: 20**

**Requirement: Backup Server with 1 TB Space Required for periodic backups.**







## Annexure C

### General Notes:

- Applicable taxes extra. Per month Agency fee to be paid 100% at the end of every month for the contract period.
- All advertising budgets to be paid in advance as per the agreed media plan.
- Travel, Accommodation & food to be provided in case of any business travel by any resource of FMA Digital
- Reports and reviews to take place as per agreed frequencies.
- All graphical support as per the above campaigns are inclusive in the package.
- Any extra support is charged as per the agreed quotes from time to time.
- The above agency fee includes Media Plan, Advertising campaign setup, monitoring & optimization.
- Any third party service like video production, email software etc to be charged extra as per proposals agreed upon.
- Any additional spends towards buying of third party subscription based services like Hootsuite and Virtual numbers will be charged extra on actual basis, as and when required.
- Subscriptions to Shiksha, Minglebox or any other portals are all outside the scope of work.
- The Social Media spends like facebook likes, boost post, twitter ads, linkedin ads etc estimated will be part of the contract.

