



# **Memorandum of Understanding (MOU)**

**Between**

**Deen Dayal Upadhyaya Gorakhpur University**

**&**

**ZOHO Corporation Pvt. Ltd**

## ***Memorandum of Understanding***

*This Memorandum of Understanding (MOU) is made on 20th March 2025 between Zoho Corporation Private Limited, having its principal place of business at Plot NO: 140, 151 Estancia IT Park, GST Road, Vallancheri, Chengalpattu District, 603202 (hereinafter referred to as "Zoho") and Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur having its registered office at Civil Lines Gorakhpur (hereinafter referred to as the "University").*

The University and Zoho are each referred to individually as a "party" and collectively as "parties" throughout this Agreement.

### ***WHEREAS***

*I. Zoho is in the business of developing, marketing and selling its proprietary cloud software services including Zoho Books, an online accounting software service.*

*II. Zoho has launched 'Zoho Educonnect' an initiative through which zoho desires to collaborate with educational Institutions and skill development institutions to empower students and young aspirants use and customize enterprise applications using 'zoho' ("Zoho Educonnect Program").*

*III. The University has expressed its interest in offering training on Zoho Books to its students as part of their curriculum and Zoho has agreed to partner with the University for the same, according to the terms and conditions of this Agreement.*

*Parties are entering into this MOU to set forth the terms and conditions for the aforementioned engagement.*

*NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:*

### ***1. TRAINING FOR FACULTIES BY ZOHO***

*1.1 Zoho shall provide training to faculties from the University ("Faculties") on Zoho Books. The University understands that Zoho shall charge a fee for training Faculties. The fee for training Faculties shall be as mutually agreed between the parties in writing. Fee shall be paid before the commencement of training.*

*1.2 In order to successfully complete the training, a Faculty from the University needs to score 80% or above in both the final assessment conducted by Zoho and the demonstration performed by the Faculty on Zoho Books.. Only Faculties who have scored 80% or above in both the final assessment conducted by Zoho and the demonstrations performed by the Faculty on Zoho Books will be certified as "Certified Trainers". Zoho reserves the right to modify the certification criteria at any time and at its sole discretion.*

*1.3 Only Faculties who have successfully completed the training sessions for Zoho Books and have obtained certification as "Certified Trainers" will be authorized to conduct training programs for the Students as specified in Section 2.3. "Students" shall mean the students of the University for whom training on Zoho Books is provided by the University.*

*1.4 Details of training for the Faculties, such as the duration, nature of the assessment tests and the certifying process will be mutually agreed between the University and Zoho.*

## **2. TRAINING FOR STUDENTS BY THE UNIVERSITY**

*2.1 The University shall provide training to the Students on Zoho Books as part of their curriculum ("Training Program").*

*2.2 The University must keep Zoho informed about the list of Students who are offered training under the Training Program.*

*2.3 Zoho shall provide each Student license to the student free edition of Zoho Books for a period of one year from the date of commencement of the Training Program ("Student Free License"), which shall be used by the Students solely for the purposes contemplated under this Agreement. If a Student has not completed the training under the Training Program (and has not obtained the certification from Zoho) within a period of one year, such Student may contact Zoho for extension of the Student Free License. Such requests for extension of the Student Free License will be entertained by Zoho, at its sole discretion, on a case to case basis.*

*2.4 The University understands that only Certified Trainers shall offer training to Students on Zoho Books.*

*2.5 Upon completion of training to the Students under the Training Program, Zoho will conduct assessment test(s).*

*2.6 A Student will need to obtain a minimum of 60% ("Zoho-Determined Certification Criteria"), in the applicable assessment test(s) to be eligible for certification under the Training*

*Program. Zoho reserves the right to modify the Zoho-Determined Certification Criteria , at any time and at its sole discretion.*

*2.7 Zoho will issue certificates to Students who have successfully cleared the applicable assessment tests. The University may issue participation certificates to Students subject to the condition that the Student has appeared for the assessment test.*

*2.8 Students who have failed to clear the assessment test(s) may re-appear for the assessment test. However, Students will be permitted to re-appear for assessment tests only for a maximum of three (03) times in a year.*

*2.9 Details of the Training Program, such as the duration, nature of the assessments tests and the certifying process will be mutually agreed between the University and Zoho.*

### **3. TRAINING FOR STUDENTS BY ZOHO**

*3.1 In the event that the University desires that training to Students shall be provided by Zoho, Zoho will provide training to Students either through its own personnel or through Zoho-certified external trainers.*

*3.2 The University agrees that a fee shall be payable for the training provided by Zoho as specified in Section 3.1. The fees and the payment terms shall be mutually determined by the parties in writing.*

### **4. FINANCIAL ARRANGEMENT**

*4.1 The University may charge a fee for the training provided to the Students. The University understands that the fees charged from the Students shall be reasonable and commensurate with the Training Program.*

*4.2 Fee for assessment and certification of Students by Zoho shall be per Student ("Assessment and Certification Fee"). The Assessment and Certification Fee covers one assessment attempt for each Student and in the event that a Student has not passed the assessment test, such Student will be allowed one additional re-assessment attempt at no extra fees. If the Student does not pass in the second assessment attempt, any subsequent re- assessment attempts will require repayment of Assessment and Certification Fee for each such re-assessment attempt. The University shall be responsible to pay Zoho, the Assessment and Certification Fee for each Student before such Student appears for assessment tests conducted by Zoho.*

## **5. TRAINING MATERIALS**

*5.1 Zoho may either provide the training materials ("Zoho-Supplied Training Materials") or require the University to prepare the training materials for the Training Program.*

*5.2 In the event that the University prepares the training materials, the University shall submit such training materials to Zoho for review and approval. Zoho may suggest changes, corrections or modifications in the training materials prepared by the University and the University is obligated to incorporate such changes, corrections or modifications in the training materials. The final version of the training materials prepared by the University is to be approved by Zoho before it can be used by the University for the Training Program ("Approved Training Materials").*

*5.3 The University shall not use or permit the use of the Zoho-Supplied Training Materials or Approved Training Materials for any purpose other than the purpose contemplated under this Agreement.*

## **6. OBLIGATIONS OF THE UNIVERSITY**

*6.1 The University shall ensure that the Training Program conducted for Students are in a professional and competent manner using only the most current version of the Zoho-Supplied Training Materials and Approved Training Materials.*

*6.2 The University shall not and shall ensure that the Certified Trainers do not, at any time engage in any form of conduct, or make any statements or representations, whether in writing or orally, that disparage or otherwise impair the reputation, goodwill or commercial interest of Zoho.*

*6.3 The University shall ensure that the Certified Trainers avoid deceptive, misleading or unethical practices that are or might be detrimental to Zoho or Zoho services including Zoho Books.*

*6.4 The University shall ensure that it complies with (a) all applicable laws, regulations and ordinances; and (b) intellectual property and proprietary rights protection, in connection with the offering of the Training program.*

*6.5 The University shall not advertise, imply, or suggest in any manner that the University is affiliated with, endorsed or sponsored by Zoho except to state the relationship between Zoho and the University as contemplated under this Agreement. The University shall not make or permit to make any representations, warranties, or promises on behalf of Zoho, except as expressly permitted under this Agreement.*

*6.6 The University shall be solely responsible for handling queries, issues and requests from Students with respect to the training provided under the Training Program. The University shall make best efforts to settle disputes with the students that may arise as a result of the training provided.*

*6.7 The University is solely responsible for negotiating, entering into and fulfilling the terms of any and all agreements with the students with respect to the training provided.*

*6.8 Failure to comply with any of the above requirements will entitle Zoho to terminate this Agreement for material breach of the Agreement.*

## **7. LICENSE TO USE TRADEMARKS**

*Each Party hereby grants to the other party a non-exclusive, non-transferable and non-sublicensable license during the term of this agreement to use such party's trademarks solely for purposes related to the performance of this Agreement. Each party shall obtain the other party's prior written approval (such approval not to be unreasonably withheld or delayed) to use the said party's trademarks.*

## **8. OWNERSHIP OF INTELLECTUAL PROPERTY**

*Zoho retains all right, title and interest in and to Zoho Books, the Zoho-Supplied Training Materials and the Approved Training Materials with respect to the Training Program. Zoho shall own all right, title and interest in and to any designs, drawings, data, workbook, notes, reports, documentation, software, materials, ideas, products or any other tangible or intangible item in relation to the Training Program.*

## **9. RIGHT TO AUDIT**

*The University agrees that, during the term of the Agreement and for a period of two (2) years after upon the expiration or termination of the Agreement, Zoho may, upon reasonable written notice to the University, audit the Training Program provided and managed by the University.*

## **10. INDEMNIFICATION**

*The University shall indemnify, defend and hold Zoho including its officers, directors, employees, contractors and assigns harmless from and against any loss, liability, damage, expense (including reasonable attorneys' fees) arising as a result of any claim, action, in connection with (i) the Training Program; or (ii) any breach of the University's representations, warranties or obligations set forth in this Agreement (individually, a "Claim," and collectively, the "Claims"). The University shall not settle a Claim without Zoho's prior written consent, which may not be unreasonably withheld.*

## **11. CONFIDENTIALITY**

*In connection with the Training Program , the University and the Certified Trainers may be given access to certain Confidential Information. The term "Confidential Information" means and includes all non-public information, know-how and trade secrets in any form that Zoho has designated as being confidential or a reasonable person knows or reasonably should understand to be confidential. The University shall use Confidential Information only as necessary in exercising the rights granted in this Agreement. The University shall not disclose the Confidential Information without Zoho's prior written consent. The University shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it would protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care. The University shall ensure that the Certified Trainers is bound by confidentiality obligations at least as protective as those imposed in this Agreement.*

## **12. DISCLAIMER OF LIABILITY**

*Zoho will have no liability or obligation of any kind or nature to the University, the Certified Trainers, and the Students with respect to the Training Program.*

## **13. LIMITATION OF LIABILITY**

*Except for the breach of confidentiality obligations under section 10 and indemnification obligations under section 9, in no event will either party be liable to the other for any indirect, special, incidental, or consequential damages under any form or theory of action whatsoever, whether in contract, tort, negligence, strict liability, equity or otherwise, including, without limitation, lost profits, overhead, damages for loss of goodwill, or any and all other commercial damages or losses, even if advised of the possibility Thereof. In no event shall the liability of ZOHO to the University for any claim or action arising out of this agreement exceed .*

## **14. TERM AND TERMINATION**

**14.1** *This Agreement will be valid for a period of one (01) year from the Effective Date ("Initial Term") and thereafter will automatically renew for successive terms of one (01) year (each, a "Renewal Term") unless a one month written notice is given by either party before the expiration of the Initial Term or any Renewal Term.*

**14.2** *Zoho may terminate this Agreement, at any time, for breach of any of the terms of this Agreement by the University, if such breach is capable of being cured and is not cured by the*

University within thirty (30) days of written notice by Zoho informing the University of such breach.

**14.3** *Either party may terminate this Agreement for convenience upon a written notice of thirty (30) days to the other party.*

## **15. EFFECT OF TERMINATION**

**15.1** *Termination will not affect any pre-termination obligations of either party under the Agreement. Zoho will not, by reason of termination, be liable for compensation, reimbursement, refunds, or damages for loss of profits, or any commitments in connection with the Training Program .*

**15.2** *During the Wind-Down Period, the University (i) may continue to conduct training programs for the Students who have registered for the Training Program prior to commencement of the Wind-Down Period; and (ii) shall not conduct new Training Program to the students of the University. All terms and conditions of this Agreement will remain in force during the Wind-Down Period. "Wind-Down Period" shall mean the period commencing on the date of notice of termination and ending upon completion of the Training Programs that were commenced prior to date of notice of termination.*

**15.3** *Upon termination, (i) the University shall cease offering new Training Programs; (ii) the University shall immediately return and shall ensure that the Certified Trainers immediately return, any and all Confidential Information, including Zoho-Supplied Training Materials, Approved Training Materials and any documentation, specifications or other materials regardless of medium, previously provided by Zoho; and (iii) the University shall cease use of Zoho's trademarks.*

## **16. RELATIONSHIP OF PARTIES**

*This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Nothing in this Agreement will prohibit the parties from entering into similar agreements with other third parties during the term of the Agreement.*



## **17. FORCE MAJEURE**

*17.1 The parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either party is prevented by or due to any cause beyond their reasonable control including but not limited to strikes, wars, revolutions, fires, floods, severe storms, explosions, earthquakes, government regulations, material shortages or acts or omissions of carriers.*

*17.2 Each party agrees to give notice forthwith to the other upon becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.*

*17.3 If default due to an event of force majeure continues for more than one (1) month, then the party not in default shall be entitled to forthwith terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an event of force majeure.*

## **18. LAW AND JURISDICTION**

*This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall be submitted to the jurisdiction of courts in Chennai, to the exclusion of all other courts.*

## **19. GENERAL**

*19.1 No modification to this Agreement shall be binding, unless made in writing and duly signed by a duly authorized representative of each party.*

*19.2 The waiver by either party of a breach or default of any of the terms and conditions of this Agreement by the other party shall not affect limit or preclude such party's right thereafter to enforce or compel strict performance of every term and condition hereof nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.*

*19.3 If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or void, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes, tenor and effect of this Agreement.*

*19.4 This Agreement comprises the final understanding of the parties relating to the subject matter hereof and cancels all prior discussion or agreements, whether written or oral, between the parties.*

THE PARTIES HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO  
BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS AS OF THE RESPECTIVE  
EFFECTIVE DATE

Deen Dayal Upadhyaya Gorakhpur University

Zoho Corporation Private Limited

*Wanch*  
Prof. Poonam Tandon

Prof. Poonam Tandon  
(Vice Chancellor)  
Vice-Chancellor

D.D.U. Gorakhpur, University, Gorakhpur

Signature:

Date:

Witnesses

1. Name: *Pau*  
20-03-2025  
Title: HOD Commerce

2. Name: *[Signature]*  
20/03/2025  
Title:

3. Name: *M/Srv.*  
20/03/25  
Title:

*[Signature]*  
KPNorayman  
Signature:

Date: 20<sup>th</sup> MARCH 2025