

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

കേരളം केरल KERALA

BY 507846

Freelancer Agreement

Between


St. Albert's College (Autonomous), Ernakulam, Kerala, India.

And

Company Name

This Freelancer Agreement is signed on the 12th day of August, 2020 between St. Albert's College (Autonomous), Ernakulam, Kerala, India represented by its Chairman, Fr. Antony Arackal (hereinafter referred to as "ALBERTS") as the first party and Math In Toss (Alumni Mathematics Department, St. Albert's college) @www.mathintoss.com, Alappuzha, Kerala represented by its Creative Director, Akhil Antony (herein referred as "MIT") as the second party (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

8517

  
15/7/2020

St. Albert's College  
Ernakulam







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BY 507847

Whereas

1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 35 programs in both UG and PG and 7 research degrees.
2. ALBERTS through its Department of Mathematics (hereinafter referred to as MATHS) is desirous to associate with MIT on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

3. MIT is a freelance community of alumni of Mathematics Department having expertise in creation, presentation and production of digital content related to – Mathematics and its applications in minimal context.
4. MIT is desirous to associate with ALBERTS on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

8558 Date 15/7/2020  
Value of Rs. 50  
Sold to St. Albert's College  
Ernakulam  
K. RAMA VARMA  
HIGH COURT VENDOR  
ERNAKULAM







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BY 507848

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

#### Services

5. MIT shall provide ALBERTS the services as described in Clauses 6-10 attached to this agreement and shall perform such duties and tasks, or changes to the services, as may be agreed upon by the parties.
6. MIT offers to create Graphic and Motion Design Content for MATHS on various mathematical concepts
7. Contents guidelines and the support (such as recording of voice narration, to develop methods for presentation, etc. to name a few) for content creation shall be provided by MATHS
8. MATHS may access ALBERTS studio for the purpose of recording.
9. MIT will inform MATHS/ALBERTS about the time required for creating Graphic and Motion Design content in each topic however MIT will create a minimum of 6 productions a month.

No. 8519 Date 15/7/2020

Value of Rs. 50

Sold to St. Albert's college

Ernakulam

K. RAMA VARMA

HIGH COURT VENDOR

ERNAKULAM

*[Handwritten signature]*







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#### Pricing

Revenue sharing will be - 50% for MIT 40% for ALBERTS 10% for MATHS.

#### Pre-Existing Intellectual Property.

10. Unless for the ALBERTS's benefit, the MIT will not use any third party or any pre-existing intellectual property in connection with this Contract. Should the MIT use such pre-existing intellectual property, the MIT will be obliged to obtain from the third-party owner the right to use such intellectual property and in no way shall be the ALBERTS be burdened of any inconvenience caused by the MIT in the engagement to this agreement.
11. All works and intellectual property as to the product result of the service provided by the MIT to the ALBERTS shall be owned by both ALBERTS and MIT, including 3rd party Pre-Existing Intellectual Property if there is any, as it being incorporated to the deliverabilities by the MIT to the ALBERTS, with the license including the right to sell, use, reproduce, modify, adapt, display, distribute, disclose, and to sublicense, among others.

8500 15/7/2020

Sold to St. Albert's College

Ernakulam

P. K. RAMA VARMA  
HIGH COLLEGE VENDOR  
ERNAKULAM

*[Signature]*





### Intellectual Property of ALBERTS.

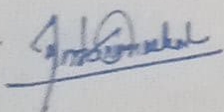
12. MIT may not have any right or interest in any of ALBERTS's Intellectual property, except for the limited use which is for the benefit of the ALBERTS.

### Trade Marking

13. Videos and Contents will be trademarked with ALBERTS and MIT logo and MIT shall ensure the same in every production.

### Confidentiality

14. For the purpose of this Agreement, Confidential Information shall mean propriety information or any information in consonance to the proprietary rights of a Party. This may also mean an information distinctively declared as confidential by the Disclosing Party. This information may be acquired by the Receiving Party through knowledge or grant of access by the Disclosing Party. The information herein includes but not limited to, those conceived or discovered or developed in whole or in part by MIT hereunder. The concepts, deliverables, discoveries, ideas, tools in various states of development provided by the ALBERTS, and likewise designs, drafts, specifications, techniques, methods, processes, procedures, contacts, associations, references, other information related to customers, product prices, offers, policies and financial information this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. MIT will not use ALBERTS name, likeness, logo or any form of identity that may represent the ALBERTS without ALBERTS prior written consent, to include use or reference to ALBERTS's Identity in any way and in conjunction with the customers of the ALBERTS, its potential clients, list of clients and customers, the news releases or releases to any professional or trade publications. All confidential information shall not be disclosed by the MIT to third parties and shall continue to be in force even at the termination of this Contract.



### Non-Disclosure

15. Except as permitted in writing and signed by the ALBERTS, the Parties hereby agree that during the term of this Agreement and thereafter, the MIT may not use for commercialization, disclose to any person the Confidential information to the ALBERTS. MIT hereby represents that the execution of this Agreement, does not in any way produce conflict or breach to any contractual or fiduciary obligation to which MIT is bound.
16. MIT shall not accept work from a competitor or any other business organization any work or any other that may create an actual or potential conflict of interest for the MIT or which may become detrimental to ALBERTS's business interests. The MIT may not solicit, enter into new agreements or arrangements, or any activity with another clients being under the same industry for a period of 18 months, upon conclusion or termination of this agreement.

### Termination

17. Any Party can terminate this Contract without liability at any time, upon 1 month written notice to the other party. Upon termination, MIT will provide ALBERTS a report of the status of any project, in progress or completed, by the MIT. ALBERTS shall not withhold any payment to MIT the equitable amount for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted before the end of the Agreement. MIT shall return all Confidential Information, including all notes, records or any file to the ALBERTS which in any way may incorporate Confidential Information provided by ALBERTS to MIT.

## Warranties

18. MIT warrants that all Services and Deliverables by the MIT is free from any defect and is conforming to the specifications required by the ALBERTS. Likewise, the MIT warrants that the work made by the latter is original and does not infringe any trademark, service mark, trade name, secrets, proprietary or copyright of any third party.

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### **Limitation of liability**

19. No party shall be liable for any damages, loss of data, profits or revenue, cost of capital or downtime costs in any way connected with, the subject matter of the agreement.

### **Insurance**

20. MIT shall be responsible in the MIT's insurance coverage for the business as required by any applicable law or regulation, including, but not limited to, Workers' Compensation insurance as required by any applicable law or regulation.

### **Inspection and Acceptance**

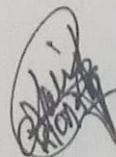
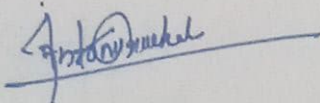
21. ALBERTS shall inspect any of the services performed or deliverables performed by the MIT before acceptance. Should the services performed found to be unsatisfactory, ALBERTS may require MIT to redo, replace, or repair the work done in order to bring such to full compliance with the requirements, at cost of MIT. Should any defect be not corrected by re-performance, or fails to promptly conform to the services and/or deliverables as defined by the requirements or specifications, ALBERTS may reduce revenue sharing payable to the MIT for services performed and/or Deliverables delivered by MIT and accepted by ALBERTS and/or contract, perform or subcontract services to another MIT, or terminate the project and/or this Contract for default.

### **Agreement Modification**

22. No modification or alteration of this Contract shall be considered as having been made unless executed in writing and duly signed by the parties hereto.

### **Assignment**

23. Neither party shall assign or transfer its right and obligations under this contract without the prior written consent of the other.



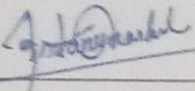
### Tenure of MoU

28. This MoU shall be effective for a period of 5 years from the date of execution of this agreement, and can terminate or amend this agreement by giving the other party a written notice one (1) month in advance.

The Parties to this Memorandum of Understanding hereby confirm their agreement to be bound by the following signatures:

IN WITNESS WHEREOF,

The parties hereunto have affixed their signatures this 12<sup>th</sup> day of August 2020.

  
\_\_\_\_\_

Fr. Antony Arackal

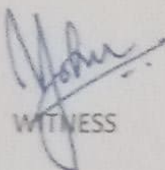
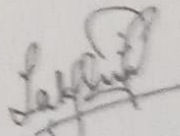
Chairman

St. Albert's College (Autonomous)

  
\_\_\_\_\_

Mr. Akshay Antony

MIT

  
WITNESS  
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WITNESS