

MEMORANDUM OF UNDERSTANDING

BETWEEN



GOA UNIVERSITY

AND

Rian

RIKAIAN TECHNOLOGY PRIVATE LIMITED

RIKAIAN TECHNOLOGY PRIVATE LIMITED



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Date. 11/12/23...Sr. No. 1785...Value Rs. 500/-
Name of Purchaser. Registrar...Goa University
Resident of...Panaji
Place of Vendor Panaji
Licence No. AC/STP/VEN/01/2020/32

N. Naik
Sign of Vendor

Sign of Purchaser



MEMORANDUM OF UNDERSTANDING
BETWEEN
GOA UNIVERSITY
AND

Rian

RIKAIAN TECHNOLOGY PRIVATE LIMITED

This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on this 14th day of December, 2023 between the Goa University, Goa, India, herein represented by its Registrar, Prof. V. S. Nadkarni, having its official address at the Administrative Block, University Campus, Taleigao Plateau, Goa 403206 (hereinafter called GU and which expression shall unless it be repugnant



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to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the ONE PART **Rikaian Technology Private Limited**, represented by Mr. Anandsagar Shiralkar, a Company incorporated under the laws of India, and having its registered office at Office No. 03, S. No. 846, near Marathawada College, Shivajinagar, Pune – 411004, India (hereinafter referred to as **RTPL** and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as **PARTY** and collectively referred to as the **PARTIES**).

AREAS OF COOPERATION

1. The **RTPL** is engaged in the business of translation related services.
2. The **GU** is desirous of availing the services as enumerated under Annexure I of this MOU from the **RTPL** and the **RTPL** is also willing to render its Services to the **GU**.
3. The **GU** hereby appoints the **RTPL** as designated Service Provider for rendering the Services to the **GU** and the **RTPL** hereby agrees to accept such appointment with the **GU**.
4. At **GU** the Dean, Discipline of French and Francophone Studies, School of Shenoji Goembab School of Languages and Literature will oversee the Implementation of the MoU. At **RTPL**, Mr. Anandsagar Shiralkar, the company will oversee the implementation of MoU.

THE PARTIES HERETO AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS: -

1. OWNERSHIP OF INTELLECTUAL PROPERTY

- 1.1) Each Party shall retain ownership rights over their respective intellectual property. This MOU shall not be interpreted as an assignment or transfer of rights, title, interest, or ownership of intellectual property without prior written consent from the owning party.



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- 1.2) The **GU** grants the **RTPL** the right to use the logo, designs, brand name, taglines, and slogans as necessary for the purpose of this MoU subject to prior written consent from **GU**.

2. OBLIGATIONS OF GU

The **GU** shall be responsible to following:

- a. The **GU** shall assign a dedicated resource for effective coordination regarding the Services to be provided by **RTPL**.
- b. The **GU** shall provide the **RTPL** with clear requirements, detailed information about the work/project, timelines, necessary documentation, and any other material necessary for the provision of the Services under this MoU.
- c. The **GU** shall offer necessary assistance and information to the **RTPL** whenever required, in order to ensure efficient provision of Services to the **GU**.
- d. The **GU** shall not make or provide any representations, warranties, or guarantees on behalf of the **RTPL** regarding the services to any prospective leads or third parties referred to the **RTPL** and vice versa.
- e. The **GU** shall conduct quality checks within seven (7) working days after receiving the Services from the **RTPL**.
- f. The **GU** shall convene monthly follow up meeting(s) between the Dean of Shenoji Goenka School of Languages and Literature and Chief Operating Officer (COO) of the **RTPL** for discussing any issues and suggestions for the services.
- g. The **GU** shall promptly notify the **RTPL** of any required changes to the Services or any other amendments that may impact the terms, understanding, or purpose of this MOU. If the changes affect the timeline, both parties will



mutually discuss and readjust the timeline accordingly which shall be reduce into writing.

3. OBLIGATIONS OF RTPL.

The RTPL shall be responsible to following:

- a. The RTPL shall assign a dedicated resource for an effective coordination with the GU with respect to the rendering of the Services.
- b. The RTPL shall arrange and facilitate the comprehensive training to the students and faculty members of the GU at its own cost and in such intervals as per the mutual arrangement between the Parties.
- c. The RTPL shall after termination of this MoU shall deliver or return any documents, marketing material and any documentation received from the GU.
- d. The RTPL shall provide efficient Services in minimum time, minimize the response time on queries or issues raised by the GU.
- e. The RTPL shall not provide any misleading, wrongful and false information about the Services being provided under this MoU which may affect the students and faculty members of the GU.
- f. The RTPL shall design the customized package with respect to the Services for the GU after the mutual discussions. The terms and conditions of such Service package shall be governed by the separate document to be executed between the Parties.

4. SCOPE OF OPERATIONS

Under the scope of operations, the RTPL team may offer translation services for documents, videos, and other content types for language pairs where the user does not have the necessary resources or bandwidth.



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5. FINANCIAL OBLIGATION

5.1 The Parties acknowledge and agree that the **RTPL** shall not receive any charges or remuneration from the **GU** for the provision of Services during the term of this MOU. The **RTPL** shall bear all costs associated with providing the Services, and no additional direct or indirect charges shall be imposed on the **GU**.

5.2 Freelancers are permitted to use the **RTPL**'s **RIAN** platform's services at a rate of INR 0.06 paise per character. This can be availed by purchasing a pre-paid credits package that suits your consumption pattern.

6. SUBCONTRACTING

Either party shall not subcontract any of its obligations under this MOU without the prior written consent of the other Party.

7. CONFIDENTIALITY

The Parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The Parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this MOU. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The Parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this MOU, the non-disclosing party may be entitled to equitable relief. The obligations of the confidentiality on the **RTPL**



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shall survive for the term of this MOU and shall continue in effect for a total period of One (1) year from the termination of thereof.

8. REGISTRATION AND TERMINATION

There is no limit to the number of registrations on the RTPL's RIAN platform. Users may register using their GU email ID. It is important to note that once the association with GU is terminated, the user's account on the RTPL's RIAN platform will cease to operate.

9. TERM AND TERMINATION

The Memorandum of Understanding (MoU) shall remain in force for a period of two (2) years from the date it is signed by the appropriate officials of the two Institutions. It may further be extended or amended with the written agreement of both parties based on the review of previous year activities. This MoU may be terminated by either party subject to the delivery of 30 days prior written notice to the other Party.

10. FORCE MAJEURE EVENT

10.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this MOU, other than any obligation to make a payment, that obligation shall be suspended for the duration of the Force Majeure Event.

10.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this MOU, must:

- (i) promptly notify the other party; and
- (ii) inform the other of the period for which it is estimated that such failure or delay will continue.

10.3. A party whose performance of its obligations under this MOU is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

This MOU shall be construed in accordance with the law of India.



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11. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed by the parties acting under this MOU as Independent entities. Neither party is authorized to use the other party's name in any way to make any representations or create any obligation or liability expressed or implied on behalf of the other party without the prior written consent of the party. Neither party shall have nor represent itself as having any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other party to pledge the other party's credit or to extend credit on behalf of the other party.

12. NOTICES

Unless otherwise agreed between the Parties in writing, all notices and other communications required or permitted to be given under this MoU shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by registered mail or by facsimile, addressed to intended recipient's registered address as mentioned above. Any change in the particulars shall be promptly notified to the other Party in writing.

13. GENERAL PROVISIONS

1. No breach of any provision of this MOU shall be waived except with the express written consent of the party not in breach.
2. This MOU may not be varied except by a written document signed by or on behalf of each of the parties.
3. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this MoU.
4. This MOU is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment; waiver, variation, or settlement under or relating to this MoU is not subject to the consent of any third party.
5. Parties to this MOU shall be the independent contractors. This MoU shall



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not create partnership, joint venture and any other relationship between the parties other than the independent contractors.

- This MOU shall constitute the entire MOU between the parties in relation to the subject matter of this MOU, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

14. SETTLEMENT OF DISPUTE

Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of GU and Mr. Anandsagar Shiralkar, of RTPL. The decision of the Dispute Resolution Committee shall be final and binding on the parties.

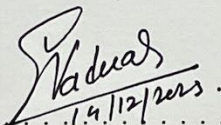
15. SIGNED IN TWO ORIGINALS

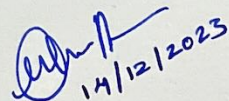
This MoU is executed in two originals with each copy being an official version of the MoU and having equal legal validity, one of which has been retained by GU and the other by RTPL.

IN WITNESS WHERE OF, the PARTIES have executed this MoU on this 14th day of the December month and the year 2023 and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of Goa University

For and on behalf of Rikaian
Technology Private Limited


14/12/2023


14/12/2023

Name: Prof. V. S. Nadkarni
REGISTRAR
Title : Registrar Goa University
Taleigao Plateau-Goa.

Name: Mr. Anandsagar Shiralkar
Title : Founder and CEO

Seal :



Seal :





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Witness:

Ganunon/Cu
14/12/23

1. Prof. Vrushali S. Mandrekar, Sheno
Goembab School of Languages and
Literature, Goa University

Dharwadkar
14/10/23

2. Ms. Kshama D. Dharwadkar, Sheno
Goembab School of Languages and
Literature, Goa University

Witness:

Viraj

1. Mr. Viraj Wadikar, Resource
Manager, RTPL

Pote

2. Ms. Rajashree Pote, International
Sales Representative, RTPL



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ANNEXURE I

Description of Services

- a. Designing of the AI powered programme for learning of new languages.
- b. Translation of academic papers, studies, or other crucial documents.

