

MEMORANDUM OF UNDERSTANDING (MoU)

Between



The ICFAI University, Himachal Pradesh
having its campus at Kalujhanda, Baddi
(hereinafter referred to as **"the University"**)

and



(a product initiative of Knovon Consulting Pvt. Ltd.),
having its registered office at Noida
(hereinafter referred to as **"TalkReady"**) **talk ready**

The University and TalkReady are hereinafter individually referred to as a **"Party"** and collectively as the **"Parties."**

1. PURPOSE OF THE MoU

The purpose of this Memorandum of Understanding (MoU) is to establish a **collaborative framework** between the University and TalkReady to support initiatives related to **student employability, communication skills, interview readiness, and industry exposure.**

This MoU is intended to facilitate cooperation in academic, skill development, and placement-readiness activities that are mutually beneficial to both Parties.

2. SCOPE OF COLLABORATION

The Parties may collaborate, subject to mutual discussion and feasibility, in the following areas:

1. Communication skill development programmes and classes.
2. Expert talks, guest lectures, and interactive sessions.
3. Student internships, live projects, and industry exposure opportunities.
4. Workshops, seminars, and training programmes for students and/or faculty.
5. Pilot programmes and assessments related to interview readiness.
6. Sharing of non-confidential insights, feedback, and best practices.
7. Any other mutually agreed academic or skill-oriented initiatives.

All activities under this MoU shall be **non-exclusive** and carried out based on mutual consent.

3. ROLES AND RESPONSIBILITIES

3.1 Role of the University

The University may:

- Facilitate student and faculty participation in agreed initiatives.
- Nominate coordinators or faculty representatives for collaboration.
- Provide academic inputs, contextual guidance, and feedback.
- Support scheduling and on-campus coordination where applicable.

3.2 Role of TalkReady

TalkReady may:

- Provide subject-matter expertise and industry-aligned inputs.
- Design and support employability and communication-related initiatives.
- Enable access to tools or platforms where relevant.
- Share aggregated, non-identifiable insights for academic use.

4. NATURE OF THE MoU (NON-COMMERCIAL)

This MoU:

- Does **not** create any financial, legal, or contractual obligation on either Party.
- Does **not** involve any commercial terms or pricing.
- Does **not** guarantee exclusivity or minimum commitments.

Any commercial engagement, if required in the future, shall be governed by **separate written agreements or annexures**, duly signed by both Parties.

5. GOVERNANCE AND COORDINATION

- Each Party shall nominate a **single point of contact** for coordination.
- The Parties may conduct periodic review meetings to evaluate collaboration.
- Modifications or additions shall be made through mutual written consent.

6. CONFIDENTIALITY

Both Parties agree to maintain confidentiality of any proprietary or sensitive information shared during collaboration, unless disclosure is required by law or permitted in writing by the other Party.

7. INTELLECTUAL PROPERTY

Each Party shall retain ownership of its respective intellectual property. Nothing in this MoU shall be construed as transferring or assigning any intellectual property rights.

8. TERM AND TERMINATION

- This MoU shall be valid for a period of **three (3) years** from the date of signing.
- Either Party may terminate this MoU by providing **30 days' written notice**.
- Termination shall not affect activities already underway unless mutually agreed.

9. LIMITATION OF LIABILITY

Neither Party shall be liable for any indirect or consequential damages arising out of activities conducted under this MoU.

10. DISPUTE RESOLUTION

Any disputes arising from the interpretation or implementation of this MoU shall be resolved amicably through mutual discussion.

11. AMENDMENTS

Any amendment to this MoU shall be made in writing and signed by authorized representatives of both Parties.

12. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this MoU on the date mentioned below.

For The ICFAI University, Himachal Pradesh	For Knovon Consulting Private Limited
Name: Dr. Bharat Bhushan	Name: Ankitash Tulyani
Designation: Registrar	Designation: CEO
Signature:	Signature:
Date: 10 th March 2026	Date: 10 th March 2026
Seal:	Seal: