

Memorandum of Understanding

This Memorandum of Understanding ("**MOU**") is made effective on date "**26/11/2025**" by and between:

Adobe Systems Software Ireland Limited, a company incorporated under the laws of Ireland having its registered office at 4-6 Riverwalk, City West Business Campus, Saggart D 24, Dublin, Ireland ("**Adobe**"), which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns of the FIRST PART.

AND

Pratap College (Autonomous), having its registered address, Near Railway Station, Marwad Rd, Amalner, Dist. Jalgaon, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the SECOND PART;

AND

Adobe and Institution are hereinafter individually referred to as a "**Party**", and jointly, as "**Parties**".

WHEREAS:

- A. Adobe has been a leader in digital tools and solutions for the past 40 years. Adobe is the licensor of all Adobe software products and services and other offerings in India ("**Adobe Offerings**").
- B. The Institution is an autonomous college offering undergraduate and postgraduate programs in Arts, Commerce, and Science.
- C. The Parties mutually agree to enter this MOU to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other.

NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

1. AREAS OF COOPERATION & SCOPE

- 1.1 Based on the discussions between the Parties, the Institution agrees to enter into an arrangement with Adobe. The areas of collaboration and responsibilities are outlined in Schedule I, attached to this MOU. The Parties may add or remove any identified section from Schedule I, as may be mutually agreed between them from time to time, by way of prior written acceptance from both the Parties.

2. **TERM**

- 2.1 This MOU will be effective from the Effective Date. This MOU will automatically stand terminated upon the expiry of **25/11/ 2030** following the Effective Date (**26 November 2025 to 25 November 2030**).
- 2.2 This MOU will be reviewed one month before the end of the Term or at a time mutually agreed by the Parties for possible renewal. Either Party may terminate this MOU at any time by giving the other Party notice of at least 30 (thirty) calendar days in writing.

3. **INTELLECTUAL PROPERTY**

- 3.1 The intellectual property rights for the original contents, resource materials, software frameworks, courseware etc. designed and developed by Adobe for this MOU, will be exclusive property of Adobe.
- 3.2 Nothing in this MOU is intended to grant either Party a right to use the intellectual property of the other Party.
- 3.3 All intellectual property held by a Party prior to entering this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed, or introduced shall remain the property of the Party introducing or disclosing it.
- 3.4 Notwithstanding anything contained in this MOU, any other document or communication, the use of the name, logo and/or official emblem etc. of either Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only after seeking explicit prior permission in writing from the Party who is the owner of such name, logo and/or emblem etc. Such permission may be given by the relevant Party at its sole discretion which may further be subject to any condition that the Party considers appropriate.
- 3.5 Adobe retains full ownership of all learning content, logos, branding materials, and certification formats provided by Adobe under this MOU.
- 3.6 Pursuant to this MOU, the Institution may, subject to prior written approval from Adobe, use descriptive language (in text only and without the use of Adobe's logo or brand) for any activities which indicate the Institution's collaboration with Adobe for the provision of certifications and exams in the scope of this MOU. In relation to the above, the Institution must not use any language that: (i) indicates an exclusive, strategic, preferential, privileged, and/or a similar relationship as the foregoing with Adobe; and (ii) indicates a formal designation for the Institution (including but not limited to the Institution being an Adobe affiliate and/or partner, etc.).

4. **Non-Binding MOU.**

- 4.1 This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents. Unless specifically stated, it does not constitute any obligation binding on either Party, and it does not create any rights in favour of either Party. For the avoidance of doubt and without limiting the foregoing, Adobe is not obliged to provide any Adobe Offerings by virtue of this MOU. Parties must enter into a definitive agreement(s) in order to enable Adobe to license Adobe Offerings to the Institution.
- 4.2 The Parties agree that they are not bound exclusively by this MOU and will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other Party in this MOU.
- 4.3 Notwithstanding anything else in this MOU, the Institution and Adobe acknowledge and agree that clause 3 (Intellectual Property), clause 5.4 (Compliance with Laws) and clause 5.6 (Confidentiality) are binding on both Parties and will remain in full force and effect, in accordance with the terms of this MOU.

5. **OTHER COVENANTS**

- 5.1 **Representation:** None of the Parties shall represent any other Party in any manner. Nothing in this MOU is intended to constitute a fiduciary relationship or an agency, partnership or trust between the Parties. No Party has authority to bind the other Party.
- 5.2 **Non-resource:** The Parties are entering into this MOU in good faith and intention. This MOU does not constitute any obligation or rights for either Party, unless specifically provided under the MOU. For the avoidance of doubt and without limiting the foregoing, Adobe is not obliged to provide any Adobe Offerings by virtue of this MOU. Parties shall enter into a definitive agreement(s) in case it is intended to create any legal rights and obligations.
- 5.3 **Costs:** All costs associated with this MOU and the execution of tasks and responsibilities associated with it will be borne by each Party. For the avoidance of doubt, each Party shall bear the costs associated with their respective roles and responsibilities laid down under Schedule I of this MOU.
- 5.4 **Compliance with Laws:** Each Party will comply with all applicable laws, rules and regulations, to the extent applicable to its respective performance under this MOU.
- 5.5 **Waiver:** Failure by any Party to enforce at any time or any period any one or more of the terms or conditions of this MOU shall not be a waiver of them or of the right at any time subsequently to enforce any and/or all terms and conditions of this MOU.

5.6 Confidentiality: Subject to the exceptions provided in this clause hereinafter, Parties agree that they will keep all information pursuant to this MOU confidential and shall not disclose to any third person any Confidential Information with respect to the MOU and Program hereunder.




Exceptions: Party may disclose Confidential Information:

- (A) to the extent to which it is required to be disclosed pursuant to applicable law.
- (B) to the extent to which it is specifically permitted by the other Party in writing.
- (C) to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under this MOU); and
- (D) to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this clause 5.6.

"Confidential Information" for the purpose of this MOU means for all Parties, any and all non-public written information of the Party or Parties, whether printed, textual, graphic, electronic or any other form, whether that is marked with the designation "CONFIDENTIAL" or not and, specifically for Adobe, all software source code and source documentation, computing algorithms, software architecture and technical specifications that are not provided in object code format.

- 5.7 Amendments: This MOU may only be varied by mutual agreement of the Parties in writing.
- 5.8 Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party.
- 5.9 Governing law and Jurisdiction: This MOU and any matter relating to this MOU shall be governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at New Delhi.
- 5.10 Counterparts: This MOU may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.
- 5.11 Adobe reserves the right to feature the Institution's success stories or case studies across its platforms with appropriate credits.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this MOU on the first date above written.

Khandesh Education Societies Pratap College (Autonomous), Amalner	Adobe Systems Software Ireland Limited
<p>Name: Prof. Dr. Harshvardhan D. Jadhav Designation: Principal, Pratap College (Autonomous), Amalner, Dist. Jalgaon.</p> <p> PRINCIPAL Seal & Sign: Pratap College, Amalner</p> <p></p> <p>Date: 26/11/2025</p>	<p>Name: Shuaib Mohammed Designation: Operations Manager, Adobe Digital Experience Certification Program</p> <p>Seal & Sign:</p> <p>Date: 26/11/2025</p>
<p>Witness: Name: Dr. Pushpa Madahvarao Patil, Address: Head of the Department, Department of Computer Science, Pratap College (Autonomous), Amalner.</p> <p>Sign:  Dr. P. M. Patil</p>	<p>Witness: Name: Address:</p> <p>Sign: <u>Mohammed Shuaib</u></p>