



MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is made and entered into on this 25th day of April, 2026.

BETWEEN

Triumph Mediatech Pvt Ltd, a company incorporated under the Indian Companies Act, 1956, with its Corporate Office at Unit No. 815, I-thum - Tower A, Plot No. A 40, Sector 62, Noida, Gautam Buddha Nagar 201309 (U.P.), Delhi NCR, India (hereinafter referred to as “**Triumph**” or the “**Organizer**”), which expression shall, unless repugnant to the context, include its nominees, legal representatives, successors, and permitted assigns;

AND

Indian Institute of Management Lucknow (IIM Lucknow / IIML), having its registered office at Prabandh Nagar, IIM Road, Lucknow – 226013, Uttar Pradesh, India (hereinafter referred to as “**IIM Lucknow**” or “**IIML**”, or “**Partner & Host**” which expression shall, unless repugnant to the context, mean and include its successors, affiliates and permitted assigns).

Triumph and IIM Lucknow are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS:

- A) **IIM Lucknow** is a premier public management institute established under the Indian Institutes of Management Act, 2017, as amended by the Indian Institutes of Management (Amendment) Act, 2023 and the Indian Institutes of Management (Amendment) Bill, 2025. The said Act declares IIMs as Institutions of National Importance and provides autonomy in academic, administrative, and financial matters, governed by a Board of Governors. IIM Lucknow also operates a second campus in Noida, focusing primarily on executive education, thereby expanding its outreach and contribution to capacity building in management and allied fields.

B) Triumph is a company that operates the Management Education Portal titled **MBAUniverse.com**. Triumph also organizes the **Indian Management Conclave** ("IMC"), an annual management education conference for policy makers, industry, management institutions and other stakeholders. ISB Hyderabad, IIM Ahmedabad, IIM Bangalore, IIM Lucknow, MDI Gurgaon, IIM Kozhikode, SPJIMR Mumbai, XLRI Jamshedpur and IIFT New Delhi have hosted past editions of this conference. Triumph is the sole owner of IMC conference, and all its online and offline extensions in and outside India.

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein, the Parties agree as follows:

1) SCOPE AND AREAS OF COLLABORATION

- 1.1 Triumph is desirous of organizing the 16th edition of IMC on September 18-19, 2026 at the IIM Lucknow Noida Campus and has approached the institution to be the 'Partner' and 'Host Institution'.
- 1.2 With guidance and support from Partner and Host Institution, IMC shall bring together Policy Makers, Thought-leaders, Senior Industry Representatives, Heads of Regulatory Bodies and International Accreditation Agencies, Chancellors & Vice Chancellors, Directors, Deans, Decision-Makers & Faculty from Top Universities and B-schools in India and Media Representatives to discuss vital issues related to management education in India.
- 1.3 IIM Lucknow has accepted to be the Partner and Host institution for IMC 2026.
- 1.4 In case a situation arises whereby it is not possible to hold IMC 2026 on the above months due to any other unforeseen circumstances, both parties agree to reschedule the conference on a mutually suitable date.
- 1.5 This MOU outlines the relationship between Triumph and IIM Lucknow for IMC 2026.

2 UNDERSTANDING OF THE PARTIES

- 2.1 Nothing contained in this MoU shall be deemed to create any legally binding obligation on either Party, save and except for the provisions relating to Intellectual Property (Clause 5), Confidentiality (Clause 6), Non-Exclusivity (Clause 7), Term (Clause 8), Termination (Clause 9), Indemnity (Clause 10), and Governing Law and Dispute Resolution (Clause 11), which may be legally binding and enforceable in accordance with their terms. Neither Party shall have the authority to bind the other beyond the scope expressly set out herein.
- 2.2 Each Party shall designate an authorized personnel / nodal officer for coordination and implementation of activities under this MoU and any subordinate agreements executed pursuant hereto.

3 OBLIGATION OF TRIUMPH

- 3.1 Shall be responsible for



- 3.1.1 conceptualizing, planning, and executing IMC 2026, including inviting speakers and participants in mutual agreement with IIM Lucknow, managing marketing and promotions, and overseeing other conference-related details.
- 3.1.2 Recognize IIM Lucknow as the exclusive "Partner & Host" for IMC 2026.
- 3.1.3 Provide Branding and Positioning to IIM Lucknow, at par with earlier Partner Institutions such as IIM Ahmedabad, IIM Bangalore, ISB Hyderabad amongst others.
- 3.1.4 IIM Lucknow shall be portrayed as exclusive "Partner & Host" at the Event Venue and in all communications, banners, posters, merchandise, etc. related to IMC 2026 including Advertisements, Brochures, and Invitations etc. Refer Annexure 1.
- 3.1.5 Invite the Director of IIM Lucknow to address the Inaugural Session of the conference.
- 3.1.6 Shall Invite Dean of IIM Lucknow Noida Campus to address a relevant session during the conference.
- 3.1.7 Invite Dean as Track Chair and Jury Member of IMC International Research Conference 2026.
- 3.1.8 Invite Dean/Faculty Representative to act as Co-Editor of Scholarly Book/ Conference Proceedings
- 3.1.9 Seek guidance and intellectual inputs from IIM Lucknow academic leadership to develop IMC Theme and Program Agenda.
- 3.1.10 Extend delegate invitations to IIM Lucknow invitees including faculty and staff, and alumni representatives, to participate in the conference.
- 3.1.11 Design and produce delegate kit for all speakers and delegates including delegate bags, reading material and program agenda booklet, name card, and other material. The design and materials used may be mutually agreed upon by the two parties.
- 3.1.12 Publish Director's Message in the Delegate Handbook that contains program agenda, speaker profiles and theme paper.
- 3.1.13 Publish a full-page advertisement of IIM Lucknow in the Delegate Handbook. Creatives for the same shall be provided by IIM Lucknow two weeks in advance.
- 3.2 Notwithstanding anything to the contrary contained herein, Triumph shall have the sole and exclusive right to collect, receive, retain, and appropriate all revenues arising out of or in connection with the IMC 2026 Conference, including registration fees, sponsorship proceeds, exhibitor fees, and any other associated income streams.
 - 3.2.1 Triumph shall be solely responsible for all receipts, payments, reconciliations, statutory compliances (including tax filings such as GST), and audit requirements pertaining to the IMC 2026 conference.
 - 3.2.2 In consideration of the foregoing, Triumph shall be solely responsible and liable for all financial, contractual, statutory, regulatory, and third-party obligations, claims, demands, losses, damages, costs, and expenses of whatsoever nature arising out of or in connection with the generation, collection, or utilization of such revenues, including but not limited to tax liabilities (including GST), sponsor or participant claims, refund obligations, and compliance with applicable laws.



- 3.2.3 Triumph hereby agrees to fully indemnify, defend, and hold harmless IIM Lucknow, its officers, employees, and representatives from and against any and all claims, liabilities, losses, damages, penalties, interest, costs, and expenses (including reasonable legal fees) arising out of or in connection with (i) the revenues referred to herein, (ii) any act or omission of Triumph in relation to the Conference, and (iii) any breach of applicable laws, regulations, or contractual obligations by Triumph.
- 3.2.4 Triumph shall bear all expenses under this Memorandum of Understanding including lodging of invitees/ guests, from the sponsorships and participation fees it shall generate.

4 OBLIGATION OF IIM LUCKNOW

- 4.1 Shall provide guidance in developing the IMC 2026 Conference theme and program agenda.
- 4.2 Notwithstanding clause 3.2.4, IIM Lucknow shall provide the venue and catering for hosting the IMC 2026 conference, as per details below:
- 4.2.1 Auditorium for 200 delegates for two days on a gratuitous and non-commercial basis.
- 4.2.2 Seminar/Lecture Rooms for half-day for research paper presentations and parallel sessions on a gratuitous and non-commercial basis.
- 4.2.3 Arrange for catering for all delegates and speakers for the duration of the conference on a gratuitous and non-commercial basis.
- 4.2.4 Shall offer stay for up to six Speakers/ Jury Members at IIM Lucknow Noida Campus during the conference. These rooms shall be made available in the IIML NOIDA Campus guest house on a gratuitous and non-commercial basis. Exact number shall be decided based on availability.
- 4.3 Shall invite Chief Guests for the Inaugural and Valedictory Sessions, who shall be policymakers or Founders/Chairmen/CEOs of leading corporate houses. The final selection of names shall be discussed and decided by both parties.
- 4.4 Shall invite Faculty Members and Participants from IIM Lucknow and its Noida Campuses to participate. Triumph shall extend guest delegate invitation.
- 4.5 Shall announce the conference through IIM Lucknow website and social media platforms.
- 4.6 Offer operational support staff for event logistics and conduct of the conference.
- 4.7 IIM Lucknow shall bear no expenses related to any of the obligations other than that outlined under this Memorandum of Understanding, as all expenses for the Conference shall be met by Triumph from the proceeds of the conference.
- 4.8 IIM Lucknow's role shall be limited to that of an academic partner and shall not, under any circumstances, be construed as a recipient, custodian, trustee, or beneficiary of any Conference revenues, nor shall it bear any financial or legal liability in relation thereto.

5 INTELLECTUAL PROPERTY RIGHTS

- 3.1 Each Party hereby grants the other Party the right to use the Party's names, trademarks, brand names and logos for the limited purpose of promoting and marketing this conference and for initiatives towards the furtherance of IMC 2026 in accordance with the terms and conditions of



this MOU. The Parties agree that the right granted under this clause is limited to the purpose described herein and shall not be exercised for any other purpose whatsoever.

- 3.2 Notwithstanding anything contained herein, each Party shall have all intellectual property rights over its names, trademarks, brand names, logos, designs, devices, copyrighted material, and information provided by the Party to the other Party for the purposes of IMC 2026 and for anything done or purported to have been done in furtherance of IMC 2026. Nothing in this MOU shall be construed to imply any assignment or transfer of any copyrights or any other intellectual property rights of one Party to the other Party.
- 3.3 Subject to the stipulation in this clause, neither Party shall use any intellectual property of the other Party without the express written consent of the other Party.
- 3.4 Any and every use of media or part thereof, including but not exclusive of website, photographs, videos etc., obtained/recorded during the conferences shall prominently display the names of the parties in the following manner:

16th Indian Management Conclave (IMC) 2026
Organized by: MBAUniverse.com | Partner & Host: IIM Lucknow

- 3.5 IIM Lucknow may use photographs and images from the IMC 2026 on its website and social media channels after prominently display the names of the parties in the above manner.

6 CONFIDENTIALITY

- 6.1 All information, materials or academic work provided by one Party to the other Party, the contents of this MOU, and the discussions between the Parties pertaining to the MOU, shall remain confidential. None of the terms or provisions of this MOU shall be disclosed by either Party without the prior written approval of the other Party, to any person other than the Party's advisors for purposes of assisting such Party in connection with IMC 2026 (provided that the Party shall ensure that such advisors shall be under an obligation not to disclose the same to any other person) and unless required by any applicable laws and rules to which the Party may be subject.
- 6.2 Confidential information exchanged under this MoU shall be used solely for its purposes and shall not be disclosed without prior written consent. Confidentiality obligations shall survive for **two (2) years** after termination or expiry of this MoU.
- 6.3 Exceptions apply where information:
- 6.3.1 Is already publicly available,
 - 6.3.2 Was lawfully in possession of the receiving party a priori,
 - 6.3.3 Is required to be disclosed by law or regulation.

7 NON-EXCLUSIVITY

- 7.1 Each Party reserves the right to enter into similar Memorandum of Understanding with any third party for future associations.
- 7.2 Notwithstanding clause 7.1, for IMC 2026, this is an exclusive arrangement with IIM Lucknow.

8 TERM OF THE MOU

8.1 This MOU shall commence on the date of signatures by both the parties (Effective Date) and shall continue to be effective for period of sixty (60) days after culmination of the IMC 2026.

9 TERMINATION

9.1 This MoU may be discontinued by either Party with **one (01) month's written notice** to the other party on reasonable grounds.

9.2 In case of termination of the MoU, all activities undertaken on its basis shall be fully implemented under the same conditions as they have been started,

9.3 Discontinuation shall not affect obligations accrued prior to discontinuation.

10 FORCE MAJEURE

10.1 "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances beyond either Party's reasonable control, including but not limited to, pandemics, fire, flood, accident, earthquakes, telecommunications line failures, storm, acts of war, riot, government interference, acts of terrorism, and/ or strikes.

10.2 Upon the occurrence of a Force Majeure Event, the affected Party shall make reasonable efforts to mitigate its impact and fulfil its obligations to the extent possible.

10.3 If the Force Majeure Event continues for a duration exceeding thirty (30) days, the Parties shall meet to discuss and agree upon measures to remove or mitigate its effects.

11 INDEMNITY

11.1 The Parties hereby indemnify each other against all actions, third party claims, demands, damages, losses and expenses that may arise from or that it may suffer on account of the wilful breach or any negligent act amounting to breach of any representations, warranties or obligations by the Parties under this MOU.

11.2 IIM Lucknow's role shall be limited to that of an academic partner and shall not, under any circumstances, be construed as a recipient, custodian, trustee, or beneficiary of any Conference revenues, nor shall it bear any financial or legal liability in relation thereto.

12 GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This MoU shall be governed by and construed in accordance with the laws of India. Courts at Lucknow shall have exclusive jurisdiction over the subject matter.

12.2 If any dispute, controversy or claim concerning this MoU arises between the Parties, they shall make their best efforts to settle their differences amicably within two (2) months after the start of their dispute.

12.3 If the Parties are not able to resolve the dispute, controversy, or claim, then the Parties shall submit to arbitration as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time, or any enactment in place thereof, in Lucknow, by a Sole Arbitrator to be agreed by both Parties. The considered decision of the Sole Arbitrator shall be final and binding upon the Parties.



13 NOTICES

For the purposes of this MOU, the address of the Parties will be as follows and all correspondences and notices in relation to the present MOU sent to the Parties at the address mentioned below shall be deemed to be sufficient service of the notice on the Parties.

Address of IIM LUCKNOW:

Chief Administrative Officer, Indian Institute of Management Lucknow, Prabandh Nagar, IIM Road, Lucknow- 226013. (email: cao@iiml.ac.in)

Address of TRIUMPH:

Amit Agnihotri, CEO, MBAUniverse.com, Unit 815, Ithum Tower, Sector 62, NOIDA, UP. (email: a.agnihotri@mbauniverse.biz)

14 MISCELLANEOUS






- 14.1 Assignment: Neither Party shall have the right to assign its rights and/or obligations under this MOU to any third party or entity without the prior written consent of the other Party.
- 14.2 Severability: If any term of this MOU is held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the MOU, which shall continue to be binding on the Parties.
- 14.3 No Partnership: Nothing in this MOU shall constitute or be deemed to constitute the relationship of partnership or of principal-and-agent between the Parties for any purpose.
- 14.4 The Parties hereby agree that this MOU contains the entire Memorandum of Association between the Parties as to the subject matter hereof.

15 SIGNATORIES

The signatories to this MoU have been duly authorized on behalf of their respective organizations to sign this MoU in duplicate and both the Parties will retain one copy each of the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above.

For & on behalf of IIM Lucknow & on behalf of TRIUMPH:

IIM Lucknow: Name: Ajay Singh Designation: Dean , Noida Campus Signature:  Date: 25/4/26 Witness: Name:  Designation: Assistant Professor, IIM L Signature:  Date: 25/4/26	TRIUMPH: Name: AMIT AGNIHOTRI Designation: FOUNDER & CEO, Triumph Media Tech (P) Ltd. Signature:  Date: 25.4.2026. Witness: Name: Harshita Designation: Manager Signature:  Date: 25/4/26
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Annexure I

IIM Lucknow shall be portrayed as exclusive "Partner & Host" at the Event Venue and in Pre-during-post communications related to IMC 2026 as per branding template, used for the previous conference, as below:

Branding Template

16th Indian Management Conclave (IMC) 2026
Organized by: MBAUniverse.com | Partner & Host: IIM Lucknow

Pre-during-post Conclave communications where IIM Lucknow shall be showcased as above include:

1. Pre-Conclave Branding:

- Branding in Invitation to all Speakers
- Branding in Invitation to Directors & Deans of Top B-schools & Universities
- Editorial Mentions on MBAUniverse.com
- Branding in Conference Website
- Branding in Electronic Direct Mailers to 10,000+ Leaders, Decision Makers & MBA Educators
- Branding in Brochure & Posters to be sent to Top 500 B-schools and University MBA Department

2. At-Conclave Deliverables

- Branding on Conclave Main Backdrop
- Branding on other Signages at Conclave Venue
- Branding in Delegate Handbook Cover Page
- Branding on Speaker & Delegate Name Cards
- Emcee Announcements during the conference

3. Post-Conclave Deliverables

- Branding in Conference Website
- Branding in post-event Electronic Mailer

