

RoamWise × NMIMS E-Cell Mumbai — 2026 Campus Campaign

Status: Draft for institutional review — not yet executed

Effective date: Upon signature by both parties (date to be entered below)

Reference: Companion document to the Commercial Proposal (RoamWise-NMIMS-Proposal.pdf)

This is the contractual annexure. It intentionally contains no marketing or persuasive material — the commercial rationale, features, timeline and figures behind this partnership are set out separately in the Commercial Proposal. This document records only the terms both parties would be agreeing to.

1. Parties

This Memorandum of Understanding ("MOU") is entered into between:

(a) RoamWise, operated by GYANVERSE, Almora, Uttarakhand, India, represented for the purposes of this MOU by *[Authorised Signatory Name, Title]* ("RoamWise"); and

(b) E-Cell, NMIMS Mumbai ("NMIMS" or "E-Cell NMIMS"), represented for the purposes of this MOU by *[Authorised Signatory Name, Title]* ("NMIMS"),

each a "Party" and together the "Parties," for the purpose of a joint student-facing campaign described in this MOU and its companion Commercial Proposal (the "Annexure").

2. Definitions

"RoamWise"

The RoamWise travel-planning application and website (roamwise.co.in), operated by GYANVERSE, and its authorised representatives.

"NMIMS" / "E-Cell"

E-Cell, NMIMS Mumbai, and its authorised representatives, including fest organisers and core team members acting on E-Cell's behalf for this Campaign.

"the Campaign"

The joint promotional activity described in the Commercial Proposal (Sections 1–7 of that document), comprising the tease, engage, convert and report phases set out in its campaign timeline, together with the associated UGC reel challenge.

"Passes"

500 lifetime RoamWise Pro subscription accounts made available under the Campaign, allocated as 50 Organiser Passes and 450 Student Passes as described in Clause 3.1.

"Claim Window"

The 30-day period following the Campaign's event day (Phase 3 of the timeline) during which eligible students may claim a Student Pass via the co-branded claim page or QR code, after which unclaimed Student Passes may lapse.

3. Obligations of RoamWise

1. Make available 500 lifetime RoamWise Pro Passes for the Campaign, allocated as 50 Organiser Passes (distributed by E-Cell leadership to core team/organisers) and 450 Student Passes (claimed by eligible students during the Claim Window), at no cost to NMIMS or to claiming students.
2. Provide a unique co-branded claim mechanism (QR code and/or claim link) and a dedicated referral code (NMIMS2026) for the Campaign.
3. Provide the Traveler DNA quiz and associated creative assets, campaign copy, and social media prompts for NMIMS/E-Cell's use in promoting the Campaign.
4. Administer claims, verify eligibility in good faith, and issue redemption codes to claimants within a reasonable time of a valid claim.
5. Provide E-Cell NMIMS with a post-campaign analytics report (reach, funnel, claims, activations, opted-in leads) within 14 days of the Campaign's event day.
6. Pay a flat 30% referral commission on qualifying paid RoamWise subscriptions attributed to the NMIMS2026 referral code, on the same terms that apply to all RoamWise referral partners, subject to RoamWise's standard referral terms and payout schedule.
7. Handle all personal data collected through the Campaign in accordance with Clause 7 of this MOU and RoamWise's published Privacy Policy.

4. Obligations of NMIMS / E-Cell

1. Designate RoamWise as the sole AI travel-planning partner featured in connection with the Campaign, on the narrow terms set out in Clause 6 (Exclusivity).
2. Publish or feature, over the course of the Campaign: at least 2 collaborative reels and 4 stories; at least 1 LinkedIn post; and at least 2 community pushes (e.g. WhatsApp/Discord/community channel announcements) promoting the Campaign and the Passes.
3. Provide a stage mention and a physical QR/activation point at the fest event referenced in the Campaign timeline.
4. Promote the Traveler DNA quiz and/or UGC reel challenge to event participants through at least one dedicated push.
5. Distribute the 50 Organiser Passes to E-Cell core team and fest organisers at its own discretion, and provide RoamWise with the organiser invite code mechanism needed to gate that pool.
6. Provide reasonable cooperation for the post-campaign review described in Clause 3.5, including any reach/engagement metrics available on NMIMS/E-Cell's own channels.

5. Term / Duration

This MOU takes effect on the date of the last signature below and continues through the completion of the Campaign's Report phase (within 14 days after the event day) and the subsequent 30-day Claim Window, whichever concludes later ("the Term"). The Term may be extended, or a further campaign agreed, only by a separate written amendment signed by both Parties. Obligations that by their nature survive completion of the Campaign — including RoamWise's commitment to honour already-issued lifetime Passes, and each Party's data-handling obligations under Clause 7 — survive expiry or termination of this MOU.

6. Exclusivity

For the duration of the Campaign only, NMIMS/E-Cell agrees that RoamWise will be featured as its sole AI travel-planning partner **in connection with the Campaign's promotional activities described in Clause 4** — meaning no other AI travel-planning application or service will be promoted alongside RoamWise within those specific Campaign materials (reels, stories, LinkedIn post, community pushes, stage mention, quiz/challenge promotion).

This exclusivity is deliberately narrow: it does not extend to any other NMIMS event, department, publication, or ongoing activity outside the Campaign; it does not restrict NMIMS/E-Cell's students, faculty or staff from using or discussing other travel tools in any other context; and it lapses automatically at the end of the Term unless renewed in writing.

7. Data & Privacy Handling

Student and organiser data collected through the Campaign's claim form is governed by the consent flow already implemented on the claim page: a claimant must affirmatively check a consent box stating that their registration details and RoamWise campaign activity may be shared between E-Cell NMIMS and RoamWise solely for administering the fest benefit and measuring the collaboration, and — only where the claimant separately opts in via a second, optional checkbox — for receiving relevant future updates. Consent to data sharing for administering the Pass is a condition of claiming; the update opt-in is not.

Both Parties agree that: (a) passwords, payment credentials, and private in-app trip content are never shared between the Parties under this MOU; (b) data shared under this Clause is used only for the purposes stated in the consent flow and not sold or shared with any third party outside that purpose; and (c) RoamWise's handling of claimant data is additionally governed by its published Privacy Policy at roamwise.co.in/legal/privacy.html, which prevails in the event of any conflict with this Clause on matters it covers.

8. Termination

1. Either Party may terminate this MOU for convenience on 15 days' written notice to the other Party.
2. Either Party may terminate immediately on written notice if the other Party is in material breach of this MOU and fails to remedy that breach within 7 days of being notified of it.
3. Termination of this MOU does not affect Passes already validly claimed prior to the effective date of termination — RoamWise will continue to honour those as lifetime Pro accounts regardless of termination.
4. On termination, any Campaign promotional activity not yet published may be discontinued by either Party, and any unclaimed Passes may be withdrawn or reallocated by RoamWise at its discretion.

9. General

1. This MOU, together with the Commercial Proposal it references, constitutes the entire understanding between the Parties regarding the Campaign, and supersedes any prior discussions on the same subject.
2. This MOU does not create a partnership, joint venture, agency, or employment relationship between the Parties.
3. Neither Party may assign this MOU without the prior written consent of the other Party.
4. Notices under this MOU should be sent by email to the addresses provided by each Party's authorised signatory below.
5. Amendments to this MOU must be made in writing and signed by authorised representatives of both Parties.

Signatures

By signing below, each Party confirms it has read and agrees to the terms of this MOU.

For RoamWise

Name

Title

Date

Signature

For NMIMS / E-Cell

Name

Title

Date

Signature