Criteria 3.7.1

Summary of the functional MoUs/linkage/collaboration indicating start date, end date, nature of collaboration etc.

Appendix-II

(2021-22)

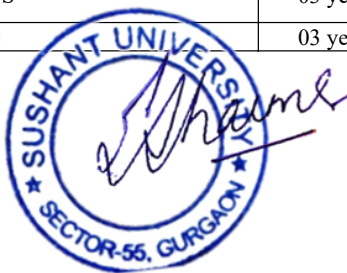| Sl. No.	Year of signing MoU	Name of the organization with whom MOU/Collaboration being signed	Duration	Purpose of MOU/Collaboration
		3.7.1 **Summary of the functional MoUs/linkage/collaboration in 2021-22** Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during 2021-22		
1	2021-22	Internx	01 year	International internship for Mauritius
2	2021-22	Alzea	02 year	International Internship for France
3	2021-22	Premier Hospitality Internship	01 year	International internship to UAE
4	2021-22	Vira International	02 year	International internship on J1 Visa
5	2021-22	Centre For Science & Environment	01 Year	1.Knowledge Partnership 2.Capacity Building and Training Activities 3Need-Based Research and capacity Building
6	2021-22	ImaginXP (Giggle Galaxy Pvt. Ltd.)	05.5 year	Providing framework of partnership and to facilitate collaboration between ImaginXP and Sushant University, exclusively for the courses B.Des UX(4 year) and M.Des UX(2 year).
7	2021-22	ASLI	01 Year	Academic Excellence, Develop Knowledge, Attitude, Skills , Innovation & Research Orientation, workshops, Seminar ,guest lecture .
8	2021-22	ICRI	05 year	Degree/Diploma Courses/field visit/academic support
9	2021-22	Farelabs Laboratories	02 year	R&D Activity, Visit, Internship, educational and scientific research activities and resources
10	2021-22	Pratiksha Hospital	02 year	health services to students & their parents and employees & their depandants
11	2021-22	UPGRAD	03 year	Providing courses to students
12	2021-22	SEIMENS	03 year	Workshops, capacity building
13	2021-22	Sunstone	03 year	Course Development

MoUs/linkage/collaboration signed in 2021-22

Date: 14 July 2021

To

Sushant University (erstwhile Ansal University)
Address: Sector 55, Gurugram
Haryana, India - 122003

Subject: Amendment - I to the Program Purchase Agreement ("Amendment – I")

We refer to the "Program Purchase Agreement" dated 18 February 2021 ("**Agreement**")_executed between upGrad Education Private Limited ("**Upgrad**") and Sushant University (erstwhile Ansal University) ("**University**") (hereinafter jointly referred to as "**Parties**") for the purpose of creating an online program to be hosted on the Upgrad Platform and in accordance with the terms and conditions as more particularly detailed in the Agreement.

(I) **Pursuant to mutual discussions, the Parties have decided to add the following clause to the Recital of the Agreement:**

D. The University and Upgrad have mutually decided to enter into this Amendment - I, pursuant to which Upgrad shall create an outcome-based and engaging online program in the name of "Masters of Business Administration ("**MBA**") and Bachelor of Business Administration ("**BBA**") in Digital Marketing and Business Analytics" ("**MBA-BBA Program**") or any other mutually agreed name. This MBA-BBA Program which will be hosted by the Upgrad Platform, designed in consultation with the University, in accordance with the terms and conditions of this Agreement. The details of this MBA-BBA Program are given in **Annexure C** attached to the Amendment-I and form a part of this Agreement.

(II) **Pursuant to mutual discussions, the Parties have decided to add the following sub-Clause to Clause 1 of the Agreement:**

1.4(a) "*MBA – BBA Program*" *means the Masters of Business Administration and Bachelor of Business Administration in Digital Marketing And Business Analytics course being conducted for a period of 5 years per Batch, which includes the Upgrad Program.*

(III) **Pursuant to mutual discussions, the Parties have decided to replace the following sub-Clause to Clause 7 of the Agreement:**

7.1 (a) It has the legal right, power and authority to enter into this Agreement and the corresponding Amendment -I and perform all of its obligations, terms and conditions hereunder and;

(IV) **Pursuant to mutual discussions, the Parties have decided to add the following sub-Clauses to Clause 7 of the Agreement:**

7.4. The University has obtained all the required regulatory and other approvals from the appropriate authorities for the execution of the corresponding Amendment -I to this Agreement and the performance of its obligations hereunder;

7.5. The University represents and warrants that it has been accorded and shall maintain the status of a University Grants Commission ("**UGC**") compliant and affiliated University (according to UGC Letter no. F. 8-20/2021 (CPP-I/PU) dated 29.10.2020 indicating the

upGrad

change of name from Ansal University to Sushant University and F.No. 8-20/2012 (CPP-I/PU) indicating that Ansal University is recognized by the UGC). The University shall provide the MBA-BBA Program in due compliance with the laws, rules and regulations of the University Grants Commission and other regulatory authorities and statutory bodies.

(V) **Pursuant to mutual discussions, the Parties have decided to add the following sub-clause to Clause 12 of the Agreement as follows:**

12 (i) Upgrad shall not provide the MBA-BBA Program to any other universities that are located within Gurugram, India for a period of 1 year commencing from 28th June 2021 subject to at all times the number of Students in the Batch of MBA-BBA Program are 30 (thirty) or more. If the number of Students in any Batch reduces by 30 Students, the said exclusivity provision shall not apply. However, in the event Upgrad decides to do so, Upgrad will notify the University of the same before entering into a definitive agreement with such university in writing, to allow the University to determine if such partnership would conflict with the interests of the University. The University shall, within 15 (fifteen) days from the date of the receipt of such information from Upgrad, provide its written consent failing which it will be deemed approved. The University confirms that such consent shall not be reasonably be withheld by the University.

All other terms and conditions of the Agreement shall continue to apply mutatis mutandis and shall be valid and binding on both parties.

All the capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.

Please sign below to signify your assent.

For *Upgrad Education Pvt. Ltd.*

DocuSigned by:

arjun Mohan

AD0C47535CC749C...

Authorised Signatory

Agreed, Acknowledged and Accepted
For *Sushant University*

DocuSigned by:

EDA238F0D37A495...

Signature

upGrad Education Private Limited
Nishuvi, Ground floor - 75, Dr. Annie Besant Road, Worli, Mumbai - 400018
L: +91 22 6156 2100 I E: Info@upgrad.com I CIN: U80902MH2012PTC258559

upGrad

ANNEXURE C

DETAILS OF THE MBA-BBA PROGRAM

1. **Name of the Program:**
   - I. BBA with specialization in Digital Marketing
   - II. BBA with specialization in Business Analytics
   - III. MBA with specialization in Digital Marketing
   - IV. MBA with specialization in Business Analytics

2. **Duration of the Program:** 3 years BBA and 2 years MBA

3. **Proposed Start Date:** 2021 Batch

4. **Minimum number of Students:** Unless otherwise agreed by the Parties, each Batch must consist of a minimum number of 30 Students to continue the program.

5. **Structure – Blended Model**

   - **Online Program –** All the classes will be conducted through online live class mode (80% of total teaching time)
   - **Offline/Physical Presence –** The teacher assistants (TA)/ instructor will be physically present in the classroom to assist learners. Ratio of 1 TA to 1 cohort. Regular guest lectures will be arranged on regular basis, not less than 3 per semester.

MBA curriculum – attached
BBA curriculum – attached

i. The above-mentioned structure is derived from the UGC regulations. University shall inform Upgrad of the number of Students enrolled in the 1st semester Batch on or before 30th August every year ("Enrolled Students") and the pricing for such Batch will be mutually decided by both the Parties. For each Module, Login IDs shall be issued on the 1st day of the semester start in which such Module is to be provided by Upgrad. In the event Enrolled Students are lesser than 30 (Thirty) Students, Upgrad reserves a right to decide whether to run the Upgrad Program or not for that particular Batch. Upgrad and University to help and assist in providing job opportunities and placement support to students enrolled in the year 2020.

Consideration and Payment terms for the MBA-BBA Program:

University shall be liable to pay Rs. 1,00,000/- (Rupees One Lakh Only) per Enrolled Student ("Fees) exclusive of taxes.

i. For the purpose of availing the MBA-BBA Program at any time, one Party shall

upgrad.com

upGrad Education Private Limited
Nishuvi, Ground floor - 75, Dr. Annie Besant Road, Worli, Mumbai - 400018
L: +91 22 6156 2100 I E: info@upgrad.com I CIN: U80902MH2012PTC258559

upGrad

provide the other Party with a work order ("**Work Order**"). A Work Order shall be deemed accepted and effective only upon execution by both Parties.

ii. Upgrad shall issue a separate Login ID for each Student to access the MBA-BBA Program. The University shall be solely responsible for any costs and expenses related to its Student use of the Programs, unless otherwise agreed in writing by both the Parties.

iii. The fees per Login ID or Fees and minimum counts will be provided in each Work Order. Upgrad shall invoice the University for such minimum counts or any higher number requested by the University.

Clauses 5.3, 5.4, 5.5 and 5.6 of the Agreement apply in this Annexure C as well.

6. **Admissions and Branding –**

- We will be using our Upgrad's social media platforms in a rigorous way, announcing about our academic partnership and launch of this course in Sushant University.
- Designing institution's admission collateral as per best integration.
- Upgrad's Logo and other branding tools will be shared as per branding guidelines.

Farelabs

Memorandum of Understanding

This Memorandum of Understanding (herein referred as **"MOU"**) is made and executed at Gurgaon on this **15th March 2022** based on our discussions in January 2022.

BETWEEN

School of Health Sciences, Department of Pharmacy, Sushant University, having its address at Sector 55, Golf Course Road, Gurgaon – 122003, through its Registrar, hereinafter referred to as **'SU'** (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors or permitted assignees) of the First Party.

AND

FARE Labs Private Limited, through its duly authorized signatory, Mr.D. Mathur (Founder and Chairman) a company having its registered Office at L-17/3, DLF Phase – 2, IIFCO Chowk, M.G. Road, Gurgaon -122002, Haryana, India (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its affiliates, subsidiaries, sister concerns, successors and permitted assignees) of the Second Party.

School of Health Sciences, Sushant University (First Party) and the FARE Labs Pvt Ltd (Second Party) referred individually above shall be collectively termed herein as Parties.

1. **Object and Purpose:-**

That the parties herein agree to research and training foundation. That the parties students as well as faculty exchange of knowledge between the two institutes and promote the skill development in the Pharmaceutical Sciences domain as per industry standards and employability requirements. There is no financial involvement in the MOU from both of the Parties at the beginning. **Further going ahead, the projects might involve financial costs which would be decided on each project basis.**
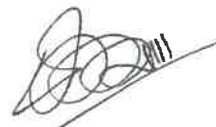
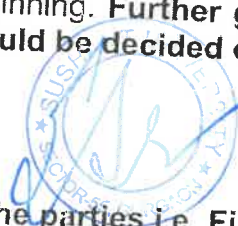2. **That the following responsibilities of the parties i.e First Party and Second Party.**

i. Exchange of trainers/trainees with the objective of offering courses in areas mutually agreed upon by both Institution through prior invitation and in accordance with the procedures and expectations established by university and Industrial Partner.

ii. Exchange of students with the objective of enrolling students in courses appropriate to their year and area of study.

iii. Support reciprocity in university extension activities of common interest.

iv. Exchange of academic content, course information, seminars, conferences and any other data and information of common interest.

v. Develop joint projects reports Such as Ph.D. research work.

vi. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university/Industrial Partner.

vii. Mutual organization of workshop, seminars and academic exchange.

viii. Co-development of tools and databases pertaining to common objectives of both institutes.

3. Confidentiality and Intellectual Property Rights:

The Parties will use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. For the purpose of this MOU, "Confidential Information" shall mean any and all technical or non-technical information or knowledge relating to the business. Each Party shall maintain all of the other Party's confidential Information in strict confidence and in a secure environment and shall protect such information with the same degree of care that such Party exercises with its own confidential information. Except as provided in this MOU, no Party shall use or disclose any confidential information of the other Party without the express prior written consent of the other Party.

If the Receiving Party is required to disclose the confidential information, in lieu of and as a part of a judicial process, government investigation, legal proceeding, or other similar process, the Receiving Party will give prior written notice of such requirement to the disclosing Party.

Both the Parties shall maintain confidentiality towards each other and will not disclose any confidential information, without written permission to any third Party, person, entity, etc. in any manner, directly or indirectly. For the purpose of this MOU, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products of the disclosing Party or a third party, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments,
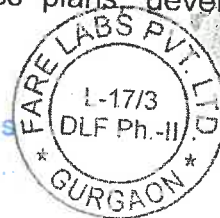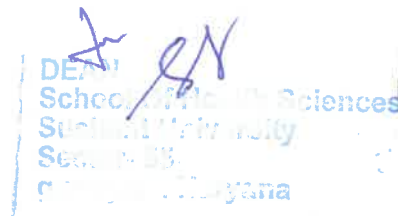
inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employee information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

However, it excludes any information which is:-

i. Already in the public domain /or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public;

ii. Rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or pursuant to the confidential information disclosed by the Disclosing Party pursuant to this MOU.;

iii. Independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party;

iv. Known to the receiving Party at the time of disclosure without an obligation of confidentiality; or

v. Produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required and will use all reasonable efforts to maintain the confidential treatment of such Confidential Information.

vi. All rights pertaining to any intellectual property generated / created / invented in the due course of the project, will be the joint property of the First Party and the Second Party. Terms and conditions regarding transferring / assigning / selling these rights shall be governed by a separate written and agreed to document, if required.

4. General Conditions

i. This MOU does not establish a joint venture or partnership between the Parties. The MOU is intended only to provide general principles and key terms for initial co-operation and to facilitate further discussions.
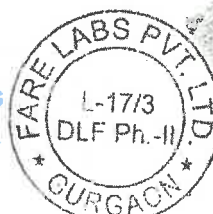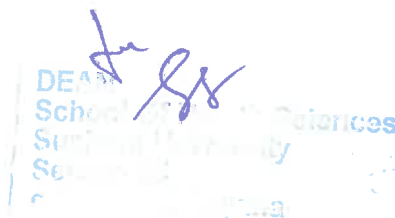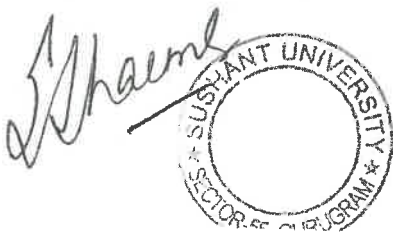
ii. Both the parties can do mutual cobranding using each other's brand names/logos in their respective websites and marketing collaterals.

iii. Both the parties are hereby agreeing, under this MOU, to indemnify and hold each other harmless.

iv. Both the parties shall mutually respect the confidentiality and intellectual ownership of information shared between them. The new intellectual property being developed /generated under this MOU will carry the equal rights of ownership among First Party and Second party.

5. Termination

Term and Termination of the MOU:

The MOU shall be effective and enforceable from the date of authentication by both the Parties. The MOU shall be valid for a period of 2 years. Before the expiry of the MOU, in case either of the parties do not notify within ninety days in writing to the other that they wish to rescind from the MOU, the MOU shall be automatically extended for a further period as agreed.

It may, however, be open to either of the Party to terminate the MOU by giving the other party a notice period of 30 days. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

i. This MOU will be effective for period of 2 years from the date of signing. It may be further renewed by mutual agreement in writing.

ii. Amendment shall be made in MOU subject to the written consent of both the parties.

iii. MOU shall be terminated by the either party after 30 days prior notice in writing to the other party.

6. Governing Law and Dispute Resolution

Any disputes arising out of the project shall be amicably settled by First Party and the Second Party. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996 and The MOU between First Party and the Second Party shall be subject to the laws of India under jurisdiction of the courts of Gurgaon, Haryana.

The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India. Venue of settlement
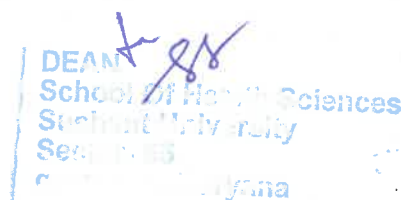
for any disputes which may arise under this MOU shall be at Gurgaon, Haryana. Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably. If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Gurgaon, Haryana. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

That the Courts of Gurgaon, Haryana. shall have jurisdiction over any or all matters/ dispute that may arise out of this MOU.

7. Notices

Any notice or other information required to this MOU will be communicated by a Party to the other Party through registered mode of service only.

In case of any change to communication address of the Parties, the same shall be communicated to the other side within 15 days, to the change of that address.

Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post / courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through E.mail and five days of date of dispatch if sent through regular post. The notice aforementioned shall be given in attention of the concerned persons at the following addresses (or to such other address as any Party may specify by notice to other Party):-

8. Non Solicitation

The Parties shall not directly or indirectly solicit, interfere with or endeavour to entice away employees from the other Party either on their own account or for any other person or entity, during the continuation of this MOU and for a period of 3 month after the termination of this MOU, for whatever reason.

9. Indemnification

Both Parties shall indemnify, defend and hold each other harmless from and against any and all liabilities, claims, damages, interest, judgments, costs, or expenses, including without limitation fees and expenses of the legal counsel or other professionals, made against or suffered by the other party that may arise under this MOU.

10. Force Majeure and Natural Calamity

For the purposes of this MOU, force majeure shall mean and include an Act of God (including but not limited to flood, earthquake, typhoon, epidemic or other natural calamity) war or armed conflict or the serious threat of the same (including but not limited to prohibition or restriction of importation or exportation) or any other cause beyond the reasonable control of the Parties hereto including but not limited to industrial relation problem involving government/quasi government organization /banks/ transportation / Associations / others public bodies. In case of force-majeure, the parties shall inform the second party about the liabilities to be carried out by them, and are free from them after the receiving an MOU of force-majeure acceptance and it shall be base for the expiration of the corresponding part or as a whole of the MOU. Documents confirming the condition of force-majeure will be required for submission during the negotiation process, and Parties shall mutually consult each other to decide the course of action to be adopted.

11. Severability

If any provision of this MOU shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this MOU and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute/Ancillary any invalid or unenforceable provision, with an authentic valid or enforceable provision which achieves the spirit specifically in lieu of the economic, legal and commercial objectives.

12. Waiver

The failure of either Party to enforce compliance with any term or condition of this MOU shall not constitute a waiver of such term or condition of this MOU or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this MOU shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
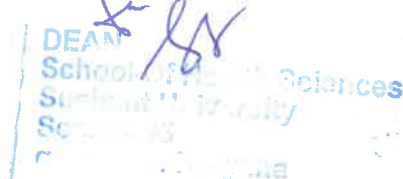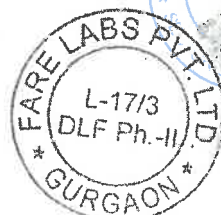
13. Miscellaneous:

No addition or change in the terms of this MOU shall be effective or binding on either of the Parties unless reduced to writing and executed by the duly authorized representative of each of the Party.

14. Assignment:-

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

15. Relationship

Nothing in this MOU Shall be construed to make party a partner, anent or legal representative of the other for any purpose.

16. Entire MOU

This MOU and the Schedules (if any) hereto represent the entire MOU as to the subject matter hereof, and supersedes any prior understandings between the Parties relating to the subject matter hereof.

In case of Sushant University:- Dr. Sanjeev Sharma, Registrar, Sushant University
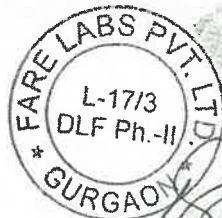
In case of:- Fare Labs Pvt. Ltd:- **Mr.D. Mathur L-17/3, DLF Phase – 2, IIFCO Chowk, M.G. Road, Gurgaon -122002, Haryana, India**
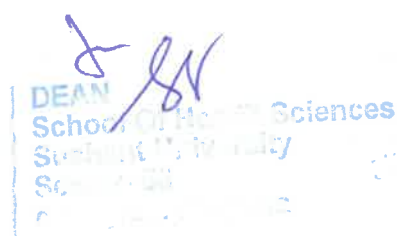
IN WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the day and year first herein above written

SIGNED AND DELIVERED BY THE WITH NAMED

Sushant
University,
Gurugram
(FIRST PARTY)

SIGNED AND DELIVERED BY THE WITH NAMED

Fare Labs Pvt. Ltd.
(SECOND PARTY)

Change Request Form CR-01

Proposal for Training   SUSHANT/FY21/22122020/Rev2

PSA# 349866

: Siemens Integrated Program

To:

SUSHANT UNIVERSITY

Golf Course Road, Huda, Sushant Lok 2, Sector 55
Gurugram, Haryana 122003

Contact person: Latika Duhan

latikaduhan@ansaluniversity.edu.in

From:

SIEMENS

Siemens Industry Software (India) Private Limited

www.plm.automation.siemens.com

Building C, 7th Floor, Panchsheel Business Park,

Survey No:20, Balewadi, Pune, Maharashtra - 411045

Your contact person: Rohit Bhatia
e-mail: bhatia.rohit@siemens.com

Dean
School of Engg. & Technology
Sushant University
Sector 55, Gurugram

SIEMENS
Ingenuity for life

Table of Contents

SIEMENS
Ingenuity for Life

Project Change Request

PROJECT#: 349866 - Siemens Integrated Program SLA NO: NA	Proposal NUMBER: SUSHANT/FY21/22122020/Rev2 P.O. NO: SU/20-21/1466	CHANGE NO: 01

DESCRIPTION (USE ATTACHED SPECIFICATIONS AS NECESSARY): Reduction in number of student and hence the Order Value.

As per email communication dated October 26 '2021 with Mr. Amit Gupta, he has requested to change payment percentage in Milestone 1 from 40 % to 16.95 % due to low admissions in the academic year 21-22. Adjust the balance payment in the next milestone i.e., M2 & M3.

REQUESTED BY: Mr. Amit Gupta DATE: 12/03/2022		PROJECT MANAGER: Rohit Bhatia DATE : 15/03/2022	
COST TO INVESTIGATE: NA	COST/Price IMPACT: NA	SCOPE IMPACT: NA	SCHEDULE IMPACT: NA
CUSTOMER APPROVAL TO INVESTIGATE: NA DATE		CUSTOMER DISAPPROVAL TO INVESTIGATE: NA DATE	
ESTIMATED PRICE: NA	TRAVEL AND LIVING NA	START DATE: 15 Mar'22	COMPLETION DATE: 30 Sep '25
DISTRIBUTION OF EFFORT:	SIEMENS: Total efforts	CUSTOMER: NA	OTHER: NA

DETAILED DESCRIPTION (USE ATTACHED SPECIFICATIONS AS NECESSARY):

As per email communication dated October 26 '2021 with Mr. Amit Gupta, he has requested to change payment percentage in Milestone 1 from 40 % to 16.95 % due to low admissions in the academic year 21-22. Adjust the balance payment in the next milestone i.e., M2 & M3.

All the other terms and conditions remain as per the original contract between Customer and Siemens.
ANALYSIS OR DEFINITION OF OBJECTIVE: **Change in Milestone percentage**

Details of the Scope and Price as mentioned in the training documents

MASTER SCHEDULE IMPACT:		YES (Attach Detail) o	NO ■
SISW: DATE		SISW: DATE	

A signature below will indicate the Customer's approval/disapproval for SISW Software to proceed with the work as described above. A signature under "Customer Approval" will authorize additional SISW Software effort.

CUSTOMER APPROVAL DATE	CUSTOMER DISAPPROVAL: DATE

Dean
School of Engg. & Technology
Sushant University
Sector 55, Gurugram

Confidential DI SW (India)
www.sw.siemens.com

SIEMENS
Ingenuity for life

25/3/22

1 Introduction

Siemens Industry Software (India) Private Limited ("SISW") is pleased to provide this Proposal in respect to the training SISW will perform for SUSHANT University ("Customer").

Although SISW is working hard to meet delivery and performance dates, temporary delays in the delivery of service cannot be ruled out as a result of the global outbreak of the novel coronavirus (2019-nCoV/SARS-CoV-2). SISW retains the right to reasonably adjust delivery dates and schedules if necessary.

2 Scope of Work

SISW shall provide instructor-led training to the Customer in accordance to below:

Digital Manufacturing Specialization

Module	Semester	Description	Duration (Hours)
1	1	CAD Fundamental Processes Part 1	25
1	2	CAD Fundamental Processes Part 2	25
2	3	CAD Advanced Processes	50
3	4	Process Simulate Standalone Basic Robotic Simulation	50
4	5	Factory CAD	50
5	6	Plant Simulation Basics, Methods, and Strategies	50
		Total	**250**

Pricing Schedule

Description	Training duration per specialization	Total Number of Students	Fees Per Student (Tax extra)	Total Fees (Tax extra)
Digital Manufacturing Specialization	250 Hours	30	120,000	36,00,000

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Sector 55, Gurugram

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www.sw.siemens.com

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Deliverables :

Milestone	Description	Scope	Acceptance Criteria
M1	Training Environment setup	Prepare college computer lab for Siemens training which includes software installation required for module 1 training	Email confirmation of training environment setup
M2	Module 1 training	Deliver 25 hours of training related to module 1 (part 1) by an instructor	Email confirmation of training completion
M3	Module 1 training	Deliver 25 hours of training related to module 1 (part 2) by an instructor	Email confirmation of training completion
M4	Module 2 training	Deliver 50 hours of training related to module 2 by an instructor	Email confirmation of training completion
M5	Module 3 training	Deliver 50 hours of training related to module 3 by an instructor	Email confirmation of training completion
M6	Module 4 training	Deliver 50 hours of training related to module 4 by an instructor	Email confirmation of training completion
M7	Module 5 training	Deliver 50 hours of training related to module 5 by an instructor	Email confirmation of training completion

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Old Payment Schedule

Milestone	Description	Percentage	Payment Schedule
M1	Training environment set up at college computer lab	40%	20 % in Feb 2021 20 % in Apr 2021
M2 & M3	Training charges for module 1	12%	2 weeks before start of module 1
M4	Training charges for module 2	12%	2 weeks before start of module 2
M5	Training charges for module 3	12%	2 weeks before start of module 3
M6	Training charges for module 4	12%	2 weeks before start of module 4
M7	Training charges for module 5	12%	2 weeks before start of module 5
	Total	**100 %**	

Revised Payment Schedule

Milestone	Description	Percentage	Payment Schedule
M1	Training environment set up at college computer lab	16.95%	On training environment setup at college computer lab
M2 & M3	Training charges for module 1	35.05%	2 weeks before start of module 1
M4	Training charges for module 2	12%	2 weeks before start of module 2
M5	Training charges for module 3	12%	2 weeks before start of module 3
M6	Training charges for module 4	12%	2 weeks before start of module 4
M7	Training charges for module 5	12%	2 weeks before start of module 5
	Total	**100 %**	

Delivery Schedule

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Module	Semester	Duration (in hours)	Hours per day	Days per week	Weeks per semester
1	1	25	2.5	5	2
	2	25	2.5	5	2
2	3	50	2.5	5	4
3	4	50	2.5	5	4
4	5	50	2.5	5	4
5	6	50	2.5	5	4
		250			**20 Weeks**

NOTE:

a) Above prices are exclusive of taxes

b) Refer annexure for detailed course agenda

c) Number of students per batch per specialization: 30 students

d) Training location: SUSHANT University, Gurugram

e) Siemens training lab will be set up in college premise

f) College should provide CAD Lab with 30 computers as per hardware and software specifications detailed in Annexure

g) Training material for students will be provided on Learning Advantage portal

h) Course completion certificate to students will be issued by Siemens on successful completion of training

3 Out-of-scope responsibilities for SISW

For additional clarity, the following, non-exhaustive list shows examples of deliverables and activities that are not in Scope for this proposal.

a) Customer processes, procedures and documentation not specifically identified in this proposal.

b) Any and all metrics or Service Levels, uptime, performance, scalability and other similar performance requirements or parameters or measurements not specifically identified in this proposal.

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c) Unless explicitly defined in this document, this proposal does not include any customization of the provided software solution. The training only covers the use of out of the box functionality.
d) Unless explicitly defined in this document, the proposal does not include the ability to interface with any other applications.
e) Unless explicitly defined in this document, the proposal does not include the ability to interface with any supplier or third party, or the process and tools required to do this
f) Help Desk support after training completion will need additional contracts and is not covered by this SOW

## 4   Customer Responsibilities

Customer will make facility access, College space, and communication services available to SISW. Customer will ensure that SISW has the rights to use any third-party software or other third-party intellectual property made available to SISW by Customer as necessary for the performance of Services.

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5 Ordering information

1	Purchase order should be placed on:	**Siemens Industry Software (India) Pvt. Ltd.** Building C, 7th Floor, Panchshil Business Park, Survey No:20, Balewadi, Pune, Maharashtra - 411045 **GST Number: 27AABCS7638E1Z9** **PAN: AABCS7638E**
2	Customer's GST Number	• Customer's GST number should be mentioned in their purchase order
3	Proposal Number	• Customer should mention "proposal number" in their purchase order
4	Taxes:	• Prices are exclusive of taxes • Our preferred location of billing would be SISW, Pune (Maharashtra), based on the current classification, following GST would be applicable • Training (SAC Code-999293) GST Rate @ 18.0 %.
5	Payment Terms	• 30 days from the date of invoice • Payments made are non refundable • Invoice will be raised on completion of each milestone and receipt of email confirmation of milestone completion
6	Certificate of Completion	• Siemens will issue Siemens Certificate of Completion to all participants on successful completion of training
7	Termination Clause	• In the event that the training contract is terminated or suspended prior to the completion of the services or the delivery or acceptance of any final deliverable, Customer agrees to pay SISW for all work performed through the date of termination or suspension of the services
8	SISW Agreement	• The Customer's acknowledgement of this proposal indicate that Customer has read these Agreements online, and that both parties agree that this proposal will be governed by the terms and conditions contained in them: • SISW End User License Agreement https://www.plm.automation.siemens.com/global/en/legal/online-terms/eula.html • Professional Services Special Use Terms https://www.plm.automation.siemens.com/global/en/legal/online-terms/services.html
9	Other document(s) required from college	• 1 – Email confirmation of training environment setup • 2 – Email confirmation of training completion of all modules

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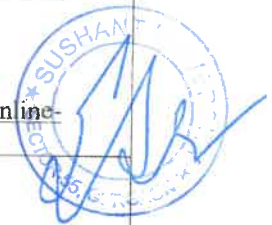
Annexure

System requirement for training LAB

Criteria	Specifications
Networking	1GB/sec full duplex
Operating System	Windows 10 ,64BIT
Processor	Minimum 4 cores and at least 3.5GHZ, 8 logical CPU's recommended
RAM	8 GB, Recommended -16GB RAM
HDD	500 GB or larger with 7200 RPM or Faster. C drive :100 GB or more free space
Graphics Card	Graphics card with at least 2 GB Video RAM and OpenGL support. We recommend graphics cards with NVidia GeForce chips

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Detailed Curriculum of Training Course with B.Tech. & Siemens Integrated Program

Digital Manufacturing

Total Course Duration – 250 Hours

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Program Objectives to be achieved are:

1. To adhere engineering students with problem solving ideas.
2. To make students more passionate about technical design and its involvement in innovation.
3. Exposure to international level of teaching by providing hands on experience at latest technology.
4. To provide detailed knowledge of product life cycle management.
5. To give hand on opportunity by providing maximum practical exposure through design projects.
6. To prepare students to be independent design thinker, innovator, entrepreneurs, design consultants, design managers and many more.

Proposed Syllabus

S. No	Semester	Duration	Module	Name of the Module	Subjects covered in academics
1	Sem 1	25 Hrs	Module I	CAD Fundamental Processes	Engineering graphics & design
	Sem 2	25 Hrs		CAD Fundamental Processes	Computer Aided Design & Manufacturing
2	Sem3	50 Hrs	Module II	CAD Advanced Processes	Machine Drawing Mechanical Measurements & Metrology
3	Sem 4	50 Hrs	Module III	Tecnomatix - Process Simulate Standalone Basic Robotic Simulation	Industrial Automation & Robotics
4	Sem 5	50 Hrs	Module IV	Tecnomatix - Factory CAD	Industrial Engineering and Management
5	Sem 6	50 Hrs	Module V	Tecnomatix – Plant Simulation Basics, Methods, and Strategies	Operation Research & Material Management

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Semester-1

Module – 1

Course Duration – 25 hours / Software NX CAD

Course	Subjects Covered in Academics
CAD Fundamental Processes	
Course Outcomes:-	
1. Students will gain the experience about the NX platform. 2. Introduction to NX software its interface and command use. 3. Understanding of design intent, model development and geometry evaluation. 4. Students will learn about how to produce 2D drawings and drafting methods. 5. Students will learn about how to produce 3D views and Engineering Graphics concepts and drafting methods.	**Engineering graphics & design**

Detailed Contents for Basic Users

UNIT- I

- Work with NX part files and NX template files
- Understand how to effectively use the NX user interface and work space
- Create sketches to capture design intent
- Create reference geometry for model development such as datum planes, axes, and coordinate systems

UNIT- II

- Create basic features by sweeping and extruding geometry
- Analyze feature geometry
- Add detail to features such as blends and drafts
- Produce assemblies of component parts
- Produce annotated 2D drawings of models

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Semester-2

Module – 1

Course Duration – 25 hours / Software NX

Course	Subjects Covered in Academics
CAD Fundamental Processes	
Course Outcomes:-	
1. Students will gain the experience about the NX platform. 2. Introduction to NX software its interface and command use. 3. Understanding of design intent, model development and geometry evaluation. 4. Students will learn about how to produce 2D drawings and drafting methods. 5. Students will learn about how to produce 3D views and Engineering Graphics concepts and drafting methods.	**Computer Aided Design & Manufacturing**

Detailed Contents for Advanced Users

UNIT- I
- Working with existing parts
- Datum features
- Swept features
- Trim Body
- Hole features
- Expressions

UNIT- II
- Coordinate systems
- Part Navigator
- Associative copies
- Face and edge operations
- Basic freeform

UNIT- III
- Creating and modifying assemblies
- Assembly Constraints
- Assembly Arrangements
- Reference Sets
- Interpart geometry and references
- Component arrays
- Reuse Library
- Revise and replace components

Teaching –Learning Process
1. Class Room Learning using Board, ppt, modeling and Videos.
2. Students learning through lecture, Assignment, Test, Presentation and project

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Semester 3

Module -2

Course Duration – 50 hours / Software NX CAD

Course	Subjects Covered in Academics
CAD Advanced Processes	
Course Outcomes: -	
1. Students will gain the experience about the NX platform on advance commands. 2. Introduction to sketch to model and raster image development. 3. Understanding of face and edge operations and basics of freeform. 4. Students will learn assembly in models and using reference set.	**Machine Drawing** **Mechanical Measurements & Metrology**

Detailed Contents

Unit - I

• Documenting design intent (Feature Groups, Product Interfaces) • Editing parametric models (Replace features, Suppression by Expression, model updates) • Associative curve operations (Project, Join, Intersect, Wrap/Unwrap, Text) • Create curves and derived curves used in creating freeform features •Analyze curves and faces • Create freeform shapes through curves • Create freeform shapes by sweeping sections along curves.

Unit - II
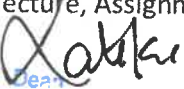
• Emboss geometry (Emboss Body, Emboss, Offset Emboss) • Blending techniques (Advanced Edge Blend options, Face blends) • Interpart references (Interpart Expressions, Overriding Expressions) • Capturing part shape variations (Deformable Parts) • Design optimization (Optimization Study, Local and Global algorithms) • Create thicken and draft faces

Unit - III

• Intro to Synchronous modeling (Move, Pull, Replace, Delete Face) • Modifying detail features using Synchronous (Resize Blend, Chamfer, Replace Blend) • Create transition and blend shapes
• Reusing and relating faces using Synchronous (Pattern Face, Copy/Paste Face, Dimensions) • Optional: History-Free Synchronous (Optimize Face, Adaptive • Extend and offset faces

Teaching –Learning Process
1. Class Room Learning using Board, ppt, modeling and Videos.
2. Students learning through lecture, Assignment, Test, Presentation and project

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The course structure will be focusing entirely on the specialised techniques and its inputs on the latest technology provided by SIEMENS. The courses will be entirely focused on the CAD, CAE and BENCHMARKING domains of the application process.

Following the same students will start working on the different technologies as offered by Siemens, these are as follows:-
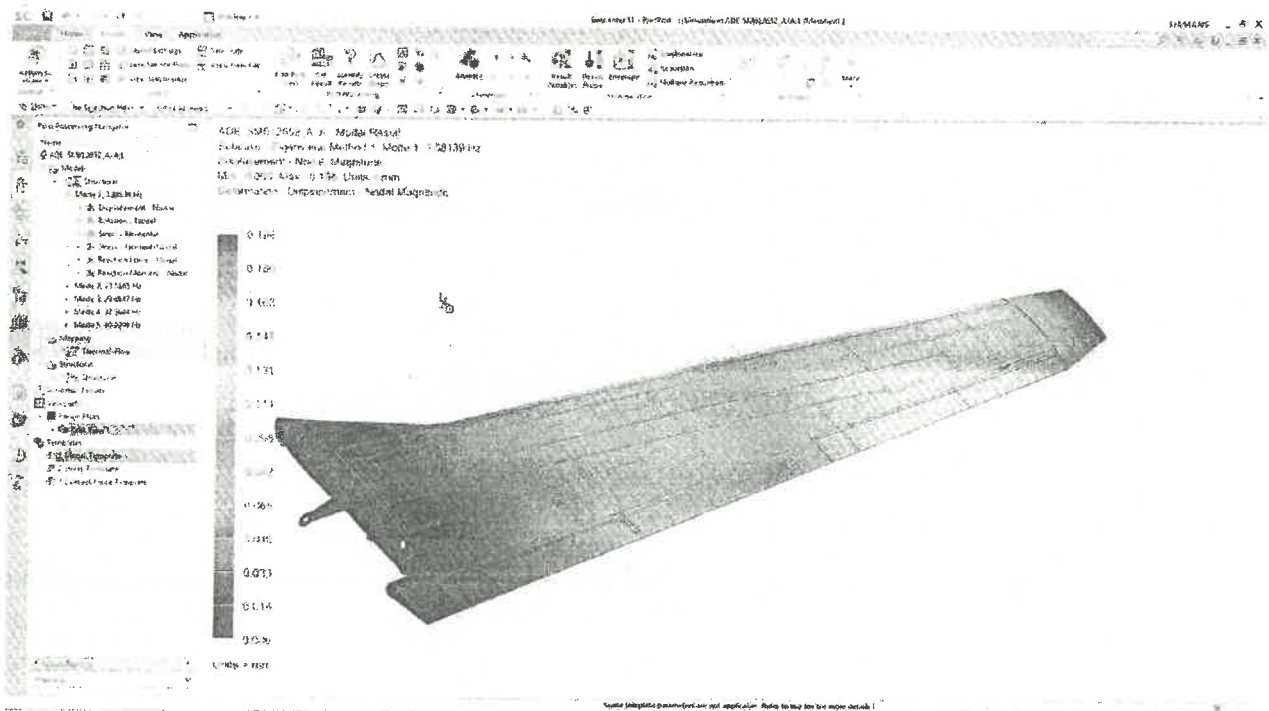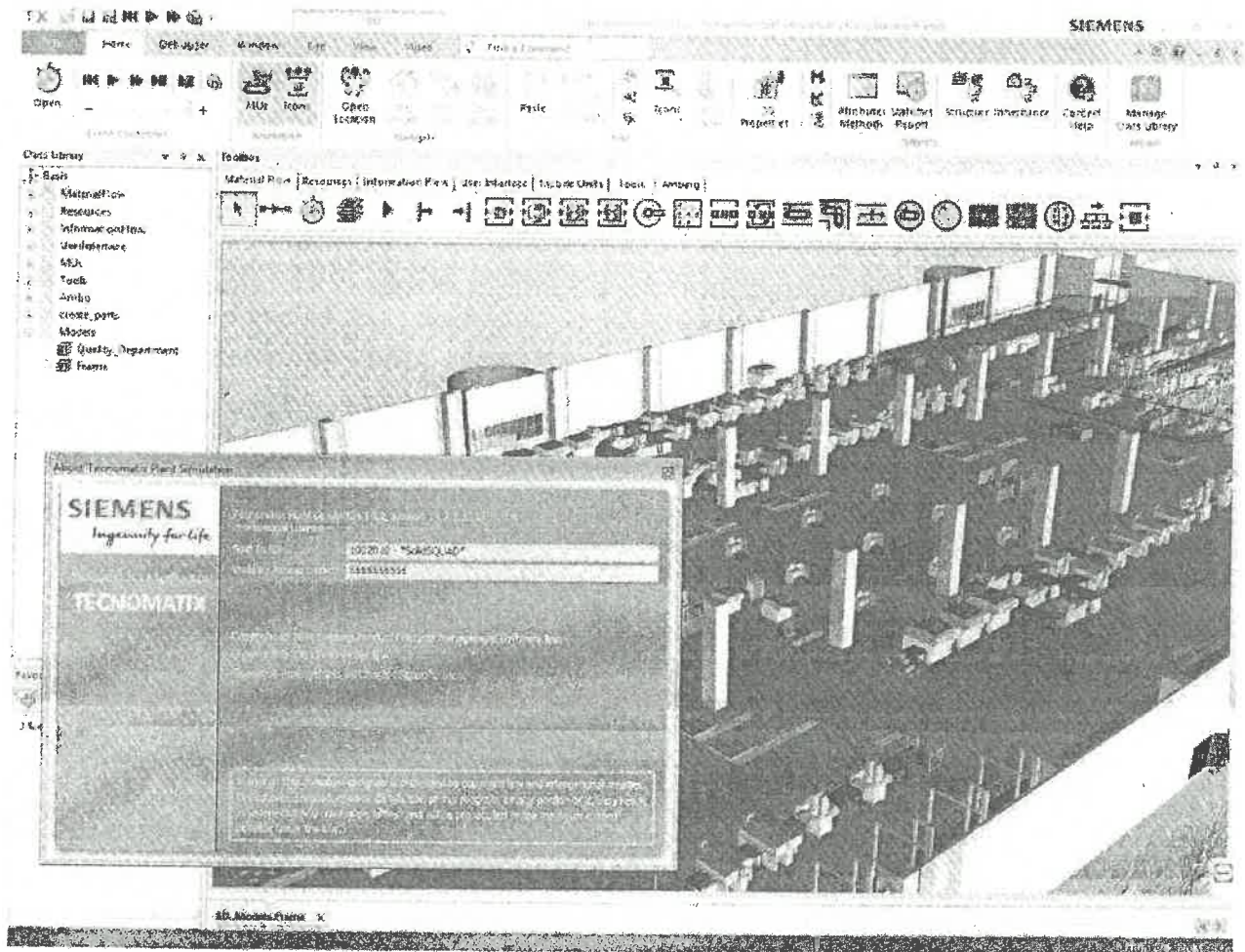

SIMCENTER (Will be used for training on CAE Modules)

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Technomatics (Will be utilised for plant simulation and automation)

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CAE SERVICES

- Nastran Advanced Simulation
- Linear/Non Linear, Modal Analysis/Response Simulation,
- Durability/Fatigue Analysis, Motion Simulation,
- Design Optimization, Contact Simulation
- NVH, Test Correlation, Vibracoustics
- System based simulation, Optimization

BENCHMARKING SERVICES

- Die Validation using Motion Simulation
- Scrap fall simulation using motion simulation
- Radiator design optimization using response simulation
- Suspension design optimization using motion simulation
- Vehicle simulation for dynamics using motion simulation
- Design optimization for welded and bolted joints
- Door design CAE for Sash, Buckling, Impact and Beka-Buckling analysis.
- Modal analysis of side and back doors of Automobiles.
- Chassis strength analysis
- Engine component stress analysis
- Suspension components stress analysis

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Semester 4

Module-3

Course Duration – 50 hours/ Software Tecnomatix

Course	Subjects covered in academics
Process Simulate Standalone Basic Robotic Simulation	
Course Outcomes:-	
1. Introduction to Simulation Environment 2. Replication of Actual Manufacturing Process. 3. Introduction to Robotics and Automation in Production Line. 4. Exposure on standard engineering manufacturing process in Simulation Environment. 5. Useful in multiple domain like Automotive, Aerospace, Product Manufacturing, FMCG Industries and more.	**Industrial Automation & Robotics**

Detailed Contents

Unit 1 - Basic Environment
>   Study creation
>   Creating sequences of simulative operations
>   Collision detection
>   Section cutting
>   Video and picture output

Unit 2 - Defining kinematic devices

Unit 3 - Defining and simulating robotic spot welding
>   Pneumatic and servo gun definition and usage
>   Pedestrial welding and Gun on robot path development

Unit 4 - Defining and simulating robotic continuous applications
>   Arc welding and grinding path development

Unit 5 - Defining and simulating robotic material handling
>   Gripper definition and usage
>   Pick and place path development

Additional Topics
>   Multi-robot simulation (i.e. interference zones)
>   Swept volumes, 7th axis, etc.

Teaching –Learning Process
1. Class Room Learning using Board, ppt, modeling and Videos.
2. Students learning through lecture, Assignment, Test, Presentation and project

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Semester 5

Module 4

Course Duration – 50 Hours/ Software Tecnomatix

Course	Subjects covered in academics
Factory CAD	
Course Outcomes: -	
1. Introduction to Digital Factory 2. Creation of all standard Digital factory Layout 3. Exposure on 3D lay outing 4. Animating Factory objects 5. Replicating complete factory in Virtual world	Industrial Engineering and Management

Detailed Contents

<u>Unit 1</u> – Basics of Factory CAD UI
- Smart factory objects
- Creating an new facility layout
- Exporting a layout to a visualization program

<u>Unit 2</u> - Creation of Smart Objects Phase 1
- Layer organization and standards
- Creating generic tool objects

<u>Unit 3</u> – Creation of Libraries and Importing Objects
- Using the Factory Explorer and Factory libraries
- Importing tooling and product geometry

<u>Unit 4</u> – Analysis and Documentation
- Analyzing and documenting space use
- Animating within Factory CAD
- Building custom parametric objects
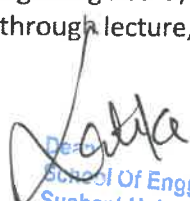
<u>Unit 5</u> – Additional Topics
- Converting 2D outlines to 3D objects
- Building systems from custom objects
- Querying drawing objects

Teaching –Learning Process
1. Class Room Learning using Board, ppt, modeling and Videos.
2. Students learning through lecture, Assignment, Test, Presentation and project

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Semester 6

Module 5

Course Duration – 50 Hours / Software Tecnomatix

Course	Subjects covered in academics
Plant Simulation Basics, Methods, and Strategies	
Course Outcomes: -	
1. Plant Layout Optimization 2. Throughput analysis and factory optimization 3. Layout planning and automation	**Operation Research** **Material Management**

Detailed Contents

Unit 1- Basics of Plant Simulation User Interface
- Basic Plant Simulation interface
- Object-oriented modeling strategies
- Basics of material flow objects
- Hierarchy, icons, and inheritance

Unit 2 – Modelling of Objects
- Modeling buffers, assembly lines and roads, Kanban, and failures
- Resource objects (i.e. workers and shift calendars)
- Resource objects (i.e. workers, shift calendars, foot paths, etc.)

Unit 3 – Material Movement and Units
- Basic conveying systems (length-oriented objects)
- Other objects (i.e. Information objects, User Interface object, mobile units)

Unit 4 – Analysis Tools
- Sankey, bottleneck analyzer, and experiment manager basics
- Customizing object logic (Method creation)
- Methods for data collection and evaluation

Unit 5 – Additional Topics
- Methods for interfaces (Excel, DDE, basics of other interfaces)
- Data acquisition from external files and systems

Teaching –Learning Process
1. Class Room Learning using Board, ppt, modeling and Videos.
2. Students learning through lecture, Assignment, Test, Presentation and project

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Training Workshop (Student Project)

Using Process Simulate, Creating Effective Ergonomic Studies for your Plant's Manufacturing Systems (For reference only)
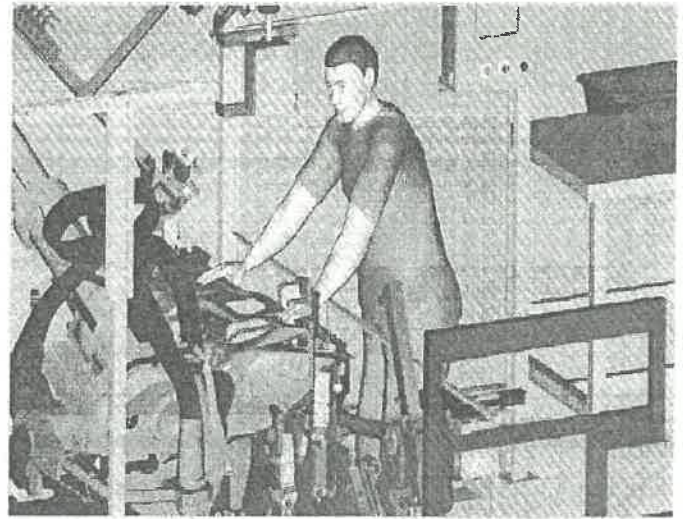
- Manufacturing companies in a variety of industries are addressing the human element as a key component of the design, assembly and maintenance of products. Tecnomatix human product Process Simulate Human, enable you to improve the ergonomics of your product designs and refine industrial tasks from the earliest stages of the engineering process. You can populate your digital environments with virtual people and size them to match worker populations. You can test your designs for a wide variety of human factors, including injury risk, timing and efficiency, user comfort, reachability, lines of sight, energy expenditure, fatigue limits and other important parameters. These products facilitate quality improvements, as well as cost and time savings by providing guidance for more user friendly designs throughout the engineering process.

- Process Simulate enables manufacturers to virtually develop and verify process plans for their plant's manufacturing systems in a 3D collaborative environment that can be shared by multiple engineering and manufacturing disciplines. Process Simulate is a major component in two Tecnomatix solutions:

  • Assembly planning and validation

  • Robotics and automation planning

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Sector 55, Gurugram

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Service Invoice

"ORIGINAL FOR RECIPIENT"

Siemens Industry Software (India)Pvt Ltd , Panchsheel Business Park
Survey No:20 Building C, 7th Floor, Balewadi, Pune 411045, Maharashtra
(India)

Please quote with all payments and queries

Attn: Sharma Dr. Sanjeev Kumar
Sushant University
Sector 55 Gurugram
Sector 55, Golf Course Rd.
Course Road, Huda, Sushant Lok 2
122003 Gurgaon
India Haryana
GST: 06AAATC0747N1ZO

Invoice No.	571H0087611256
Date	16 MAR 2022
Customer No.	1881733
Billing address	4422015

Name	Joseph Chacko
Department	DI SW FIN OPS OTCO AP OP INH
Telephone	+91 (20) 39183641
E-mail	CHACKO.JOSEPH@SIEMENS.COM

Your Order No.	SU/20-21/1466
	08 JAN 2021
Your Contact	Sharma Dr. Sanjeev Kumar
Order	22786761 / 15 MAR 2022
Our GST Number:	27AABCS7638E1Z9
Our PAN Number:	AABCS7638E

Whether Tax payable on RCM=No
Shipping Address
Sushant University
(Erstwhile Ansal University)
Golf Course Rd.
Huda, Sushant Lok 2, Sector 55
122003 Gurgaon
India Haryana

GST: 06AAATC0747N1ZO

Billing address
Sushant University
Sector 55 Gurugram
Sector 55, Golf Course Rd.
Course Road, Huda, Sushant Lok 2
122003 Gurgaon
India Haryana

PAN: AAATC0747N
GST: 06AAATC0747N1ZO
Place of Supply: Gurgaon, Haryana
State Code: 06

Item	Designation	Quantity	QU	Total in INR
000005	TRAINING	1	EA	
	Project Related Training			
	Installation: /Siemens Industry Software (Ind			
	ECCN Code: EAR99			
	Country of Origin: US			
	HSN/SAC Code: 999293			

Tax Code: JOIG IN:Integrated GST	18.00 %	610,169.49	**Net Value:** 109,830.51		610,169.49
			GST:		109,830.51
			Total:		720,000.00

SEVEN HUNDRED TWENTY THOUSAND INR ZERO

These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for
export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified.
They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the
authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items,
without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.
Items labeled with "AL" unequal to "N" are subject to European export authorization. Items labeled with "GB" not
equal to "N" are subject to UK national export authorization. Items without label or with label "AL:N" / "ECCN:N" /

Siemens Industry Software (India)Pvt Ltd

Panchsheel Business Park
Survey No:20 Building C, 7th Floor, Balewadi
Pune-411045, Maharashtra
India

Tel: +91-20-66832000
Fax: +91-20-66832050
www.siemens.com/plm

Our GST Number: 27AABCS7638E1Z9
Inter State

School Of Engg. & Technology
Sushant University
Sector 55, Gurugram

SIEMENS

Service Invoice

"GB:N" may require authorization from responsible authorities, depending on the final end-use, or the destination.

CONTRACT NUMBER: CN-0000639959
SERVICES CONTACT:
Revised Invoice raised to the extent of payment received

Payment terms: Net due within 30 days, without offset or deduction

Please transfer the amount due to our bank account listed below.

Account number	Bank	IFSC No.	Micr No.	IBAN
1524941000	DEUTSCHE BANK AG	DEUT0796DEL	110200002	DEUTINBBDEL

This document has been generated automatically by a data processing system and is legally binding without a signature.

With kind regards,

Siemens Industry Software (India)Pvt Ltd

Satyabrata Das

Digitally signed by Satyabrata Das
Date: 2022.03.17
19:16:03 +05'30'

School Of Engg. & Technology
Sushant University
Sector 55, Gurugram

IRN : 015a545232e5dd6c85c78e9044b632e22e16000315afbddb5bb99fdfe7b09e05
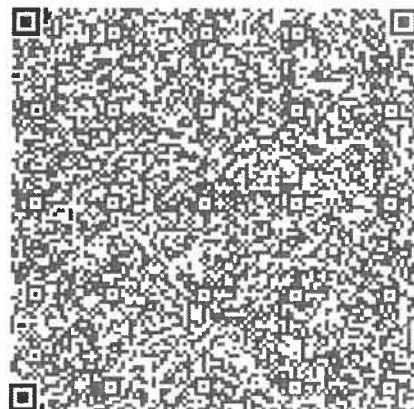
SCHOOL OF ENGINEERING & TECHNOLOGY
SUSHANT UNIVERSITY
OFFICE NOTE

March 25, 2022
Ref No. SET/ON/March/25/624

March 25, 2022

Subject: Change in Milestone payment percentage to Siemens

Sir,

Siemens has send us the revised milestone payment percentage. This revision is as per the email communication dated October 26 '2021 with Mr. Amit Gupta (Ex CFAO) where he has requested to change the payment percentage in Milestone 1 from 40 % to 16.95 % due to low admissions in the academic year 21-22. We have already paid 7.2 Lacs including GST and there is nothing pending as of now as per the revised milestone percentage.

The balance payment needs to make in the next milestone, i.e., Milestone 2, depending on students' admission in the said specialization.

For approval please.

Dean – SET

CFAO

Registrar

Vice Chancellor

School Of Engg. & Technology
Sushant University
Sector 55, Gurugram

Indian-Non Judicial Stamp
Haryana Government

Date : 22/07/2022

Certificate No. G0V2022G2605 *

GRN No. 92787163

Stamp Duty Paid : ₹₹ (Rs. Only)

Penalty : ₹₹

(Rs. Zero Only)

Seller / First Party Detail

Name: Sushant university

H.No/Floor : Sec55   Sector/Ward : Sec55   LandMark : Golf courserd sushant lok 2

City/Village : Gurgaon   District : Gurgaon   State : Haryana

Phone: 99******95

Buyer / Second Party Detail

Name : Sunstone education technology Pvt Ltd

H.No/Floor : Sec39   Sector/Ward : Sec39   LandMark : Awfis tower b 9th floor unitech

City/Village: Gurgaon   District : Gurgaon   State : Haryana

Phone : 99******95

Purpose : General Agreement

SERVICE AGREEMENT

THIS AGREEMENT is made on 22th July 2022 **BY AND BETWEEN:**

(1)   **Sushant University,** having its principal office at Golf Course Road, Sector-55, Gurugram Haryana 122003 (hereinafter referred to as the **"Service Receiver"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **FIRST PART**); and

(2)   Sunstone Education Technology Private Limited, having its corporate office at Spring House, LG 06, DLF Grand Mall, DLF Phase 1, Gurgaon,Haryana,122002, (hereinafter referred to as the **"Service Provider"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

New Delhi

Dean
School Of Engg. & Technology
Sushant University
Sector 55, Gurugram

The Service Receiver and Service Provider shall hereinafter jointly be referred to as "Parties" and individually as "Party".
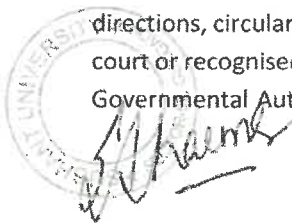
WHEREAS:

(1)   Service Receiver has its campus in Gurugram, Haryana. It is a distinguished educational institute established with a mandate to serve the academic and professional needs of the students in the country. It is engaged in imparting value based professional education and is approved by the University Grants Commission.

(2)   Service Receiver has enrolled students in its 4 (four) years, 3 (three) years under graduate and 2 (two) years Post Graduate term course ("Course")

(3)   Service Provider is a private limited company incorporated under the Companies Act, 2013. It is engaged in the business of providing support services like admission, online journals and content, conducting examination, providing technology tools and assistance with management and value added services to educational institutes. It also renders value added training, upskilling, extracurricular activities and placement support services to the students.

(4)   The Service Provider has approached the Service Receiver and has expressed its desire to provide certain services to the Service Receiver and has also represented to the Service Receiver that it has the necessary infrastructure, manpower, expertise and the financial capabilities to perform the functions as may be assigned by the Service Receiver from time to time.

(5)   The Service Receiver wishes to engage Service Provider as an independent contractor for the purpose of assistance in support services as required.

(6)   Service Provider is willing to perform the services, as set out in detail in Clause 3 of this Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:
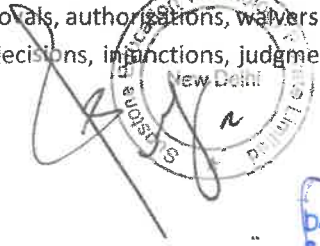
1   Definitions

The following words shall have the following meanings:

a)   **"Agreement"** shall mean this services agreement including the annexures, as amended, modified and/or supplemented from time to time;

b)   **"Applicable Laws"** shall mean all applicable (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, circulars, directives and orders of any Governmental Authority, tribunal, board, court or recognised stock exchange; (b) approvals, authorisations, waivers or licenses from Governmental Authorities; and (c) orders, decisions, injunctions, judgments, awards and

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decrees of or agreements with any Governmental Authority as applicable on the Service Receiver;

c) **"Effective Date"** shall mean the date on which the Agreement has been executed by the Parties, as set out herein;

d) **"Services"** shall have the meaning ascribed to it in Clause 3.2 below; and

e) **"Term"** shall have the meaning ascribed to it in Clause 8 below.

In this Agreement, unless the context otherwise requires,

a) For the purpose of this Agreement, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, (ii) the word "include" and "including" shall be construed without limitation.

b) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.

c) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

d) In addition to the terms defined in Clause 1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

2   Appointment.

2.1   The Service Receiver hereby appoints Service Provider to render services as described below during the Course for such period and on the terms set forth in this Agreement. Service Provider accepts such appointment and agrees to render the services herein set forth for the compensation herein provided.

2.2   Service Provider agrees to render the following support services during the Course as categorized below to the Service Receiver, including but not limited to:

A.   Admission support services

●   Project management services including coordinating with the students, tracking of admission, collection and digitisation of data, etc

●   Provision of other administrative support in connection with the student admission process including but not limited to **admitting the students as per the standards set by the Service Recipient**

●   Assistance in designing the prospectus, student communications, student brochures and other informational material, etc
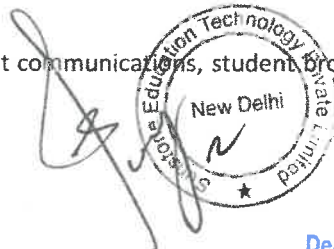
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B. **Assistance in faculty upskilling**

- Assistance with training of faculty, including counselling sessions to develop and enhance their skills;

- Assistance with periodic knowledge update sessions for the faculty

C. **Technology support service**

- Provision of learning management and other technology platforms and tools including access to training portals, class scheduler, digital student community app, etc

- Assistance in maintenance of student database in relation to their learning and developments

- Technology Support services in connection with the platform and tools provided

D. **Other services**

- Providing Internship opportunity to all admitted students.

- Such other support and administrative services as may be requested by the Service Recipient

E. **Corporate relation outreach.**
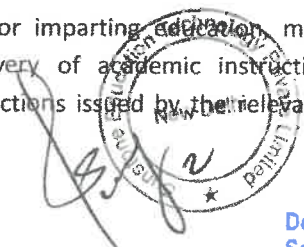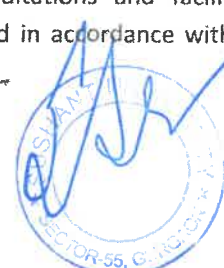
- Assistance in terms of onboarding corporates for recruitment

- Assistance in maintaining relationship with corporates for Industry Immersion in the program

- Ensuring the recruitment of all admitted students

It is clarified that the role of the Service Provider is limited to assist the Service Receiver in relation to services requested by them. Service Receiver shall have the power/ authority to decide and finalize all key aspects in relation to admission, issue of fees receipts and degrees, finalization of course content, examination and student assessment.

3 **Duties**

Obligations of the Service Receiver

3.1 Service Receiver agrees and acknowledges that it has read this Agreement and shall comply with all applicable duties, obligations and restrictions set forth in this Agreement to the extent they apply to Service Receiver.

3.2 Service Receiver shall maintain adequate infrastructure and adequate skilled faculties for imparting of education.

3.3 Service Receiver shall be responsible for compliance with the Applicable Laws and adherence with the fees regulatory norms, permits, approvals, etc.

3.4 Service Receiver shall be solely responsible for imparting education, maintaining its affiliations, accreditations and facilities, delivery of academic instructions, etc. as recognized by and in accordance with the directions issued by the relevant regulatory

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authorities, including obtaining and maintaining relevant consents and approvals from the regulatory authorities.

3.5 Service Recipient shall provide requisite and reasonable access, support and assistance as may be required by the Service Provider from time to time in relation to provision of the Services.

Obligations of the Service Provider

3.6 Service Provider agrees and acknowledges that it has read this Agreement and shall comply with all applicable duties, obligations and restrictions set forth in this Agreement to the extent they apply to Service Provider.

3.7 Service Provider agrees and undertakes to use its best efforts to comply with the instructions and directions issued by the Service Receiver.

3.8 Service Provider and its officers, directors, agents and representatives will exercise their best judgment in carrying out their obligations hereunder.

3.9 Service Provider shall undertake the Services in a professional, diligent and timely manner, using due skill and care and in a manner compliant with industry and professional standards.

3.10 Service Provider shall ensure that the Services performed under this Agreement confirm to the specifications and instructions mutually agreed with the Service and ensure that all personnel who are deputed to perform the Services under this Agreement are appropriately trained and qualified to perform such Services, including familiarizing them with applicable policies and procedures relevant to the Services.

4 Dealings

Notwithstanding anything contained in this Agreement, the Service Provider shall not, absent express written consent, be authorized to act in the name or on behalf of the Service Receiver and shall not have any power to enter into any agreement, contract, transaction or arrangement on behalf of or in the name of the Service Receiver.

5 Remuneration and Expenses

5.1 In connection with the performance of its duties herein, the Service Receiver will pay the Service Provider, such compensation and fees as outlined in Annexure 1 (the "**Fees**").

5.2 Service Provider shall raise the invoices on a periodic basis as may be mutually agreed

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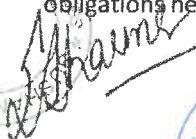School Of Engg. & Technology
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5.3 Each party shall bear the costs incurred by them in relation to their duties and services rendered.

5.4 The Fees shall be subject to periodic review by the Parties.

5.5 The services under this Agreement would be provided continuously or on recurrent basis for a period of 3 years and will be automatically renewed unless otherwise agreed with periodic payment obligations as mutually agreed by the parties, in accordance with Clause 5 and 6 of this Agreement.

5.6 It is mutually agreed between the Parties that an escrow account shall be opened for collection of fees from students

6   Term and Termination
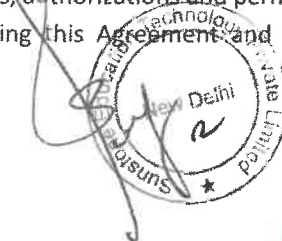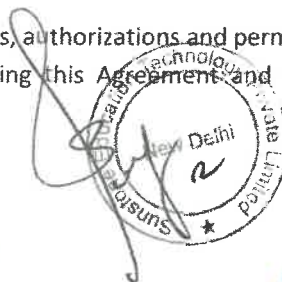
6.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter for an initial period of 3 years. Thereafter, this Agreement shall be extended for such time period as mutually agreed between the Parties in writing.

6.2 This Agreement may be terminated at any time with the mutual written agreement of both the Service Provider and the Service Receiver, with written notice of not less than 3 (three) months. However, the Agreement shall remain operative till the completion of the ongoing batch/ program already enrolled or where more than 10 students have been enrolled in the upcoming batch/ program.

6.3 This Agreement may be terminated by Service Provider if it becomes illegal for Service Provider to perform its duties under this Agreement.

6.4 Either Party shall have the right to terminate this Agreement, with immediate effect, if a petition for winding-up or dissolution of the other Party is filed in a court of competent jurisdiction and if such petition is not withdrawn within [30] (thirty) days of filing of such petition, by giving written notice of such termination to the other Party.

6.5 The right to terminate this Agreement shall be without prejudice to all rights and remedies available to the Parties under Law, including without limitation, the right to seek, as an alternative to termination, specific performance of the obligations under this Agreement

7   Representations of Service Provider and of the Service Receiver

7.1 Service Provider hereby represents and warrants that:

7.1.1 Service Provider has the legal right, power and authority to enter into, deliver and perform its obligations under this Agreement and all other documents and instruments required to be executed pursuant thereto or in connection therewith, and such documents, when executed, will constitute valid and binding obligations and be enforceable against Service Provider in accordance with their respective terms;

7.1.2 Service Provider has obtained all consents, authorizations and permissions as may be required for the purpose of executing this Agreement and performing its obligations hereunder.

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7.2 The Service Receiver hereby represents and warrants that it is authorized and permitted as may be required for the purpose of executing this Agreement and performing the obligations hereunder.

8 General

8.1 Conduct of Affairs: The parties hereto agree that Service Provider shall at all times, conduct itself and discharge its functions hereunder in such a manner as to ensure that at no point in time shall Service Provider take any decision on behalf of the Service Receiver.

8.2 Service Provider will render the Services set forth in this Agreement at its own expense, including, without limitation, the salaries of employees necessary for such services, the facilities required to provide such services and operating expenses.

8.3 Relationship of Parties: The relation between the Parties hereto shall be on principal to principal basis. This Agreement is intended to create, and creates, a contractual relationship for services to be rendered by an independent contractor and is not intended to create and does not create, a partnership, joint venture, association of person or agency or employment between the Parties for any purpose (or any other parties).

9 Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of India. The Parties shall refer any disputes arising between them which relate to this Agreement or transactions contemplated hereby to a sole arbitrator to be jointly appointed by the Parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The venue of arbitration shall be Gurgaon. Subject to the aforesaid arbitration provision, each Party agrees that the courts at Gurgaon shall have exclusive jurisdiction.

10 Amendments

No provisions of this Agreement shall be amended or altered in any way unless made in writing and duly executed by authorized representatives of each of the Service Receiver and the Service Provider.

11 Notices and Advice

11.1 Any notice or other document to the Service Receiver and Service Provider to be given under this Agreement shall be in writing and shall be deemed duly given if sent by hand-delivery, pre-paid post, courier, facsimile or email to the following addresses:
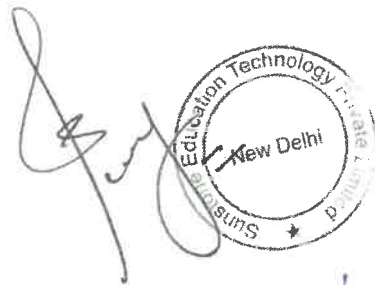
Service Receiver:
Email: registrar@sushantuniversity.edu.in

Service Provider:
Email: chirag@sunstone.in

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11.2 All notices given pursuant to this Agreement, shall be in writing and shall be deemed to be served as follows:

11.2.1 In the case of any notice delivered by hand, when so delivered;

11.2.2 If sent by pre-paid post or courier, on the 5th clear day after the date of posting;

11.2.3 In the case of any notice sent by facsimile, upon the receipt of a confirmation copy at the sender's facsimile machine; and

11.2.4 If sent by e-mail, 24 hours after the mail is sent by either Party to the other Party at the above respective addresses.

12 FORCE MAJEURE

12.1 Neither Party shall be liable to the other Party if and to the extent that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including changes in Law, fire, flood, storm, explosion, epidemics or pandemics, accident, acts of God, acts of terrorism, war, civil commotion, riots, strikes, lockouts, labour dispute or other concerted act of workmen, acts of Government and/or shortage of material ("Force Majeure Event").

12.2 The Party claiming a Force Majeure Event shall promptly notify the other Party in writing, and provide full particulars of the Force Majeure Event, the cause and the date of first occurrence thereof, as soon as possible after the Force Majeure Event and also keep the other Party informed of any further developments.

12.3 The Party so affected by a Force Majeure Event shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when the Force Majeure Event is resolved.
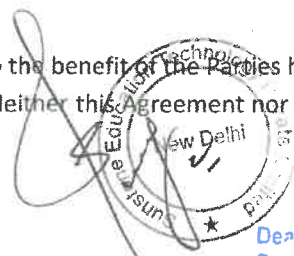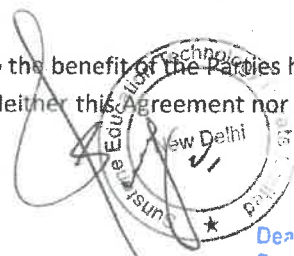
13 Counterparts

This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original instrument, but all of which together shall constitute a single agreement.

14 Severability

Each clause of this Agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this Agreement shall be finally determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect, and in substitution for any such provision held unlawful, there shall be substituted by mutual consultation and agreement of the Parties hereto a provision of similar import reflecting the original intent of the Parties to the extent permissible under the Applicable Laws.

15 Assignment

This Agreement shall be binding upon and endure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the

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rights, interests or obligations hereunder shall be assigned to any third party, unless otherwise agreed in writing by both the Parties.

16 No Agency

It is clearly understood and accepted by the Parties that this Agreement and the contract between the Parties evidenced by it are on "principal to principal" basis and nothing herein contained shall be construed or understood as constituting either Party hereto the agent or representative of the other under any circumstances and neither Party shall have the right to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party.

17 Survival

The termination or expiration of this Agreement shall not affect any of the provisions of the Agreement which are expressly or by implication to come into effect or to continue in force after such termination or expiration.

IN WITNESS, the undersigned have executed this Agreement as of the day and year first above written.

SIGNED by **Dr. Sanjeev Sharma**   )
for and on behalf of **Sushant University**   **Registrar**

in the presence of: Mr. Abhishek Antil   )

SIGNED by **Mr Ankur Jain**   )
for and on behalf of **Sunstone Education Technology** **Chief Business Officer**
Private Limited

in the presence of: Mr Bhawan Negi   )

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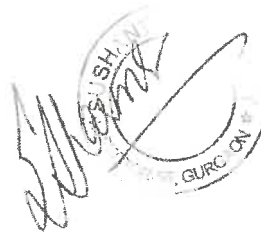Sushant University
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u) **Annexure 1 – Fees**

The total consideration ("Service Fees") shall be 32.5% of the course fee collected by the service receiver from the students for which the above services are rendered.

Service Fees to be split in the following categories as outlined below –

Nature of Service	Split of Service Fees
Student admission	12.5% (38.48% of Service fee i.e 32.5%)
Assistance in faculty upskilling	5% (15.38% of service fee i.e 32.5%)
Corporate relation outreach	5% (15.38% of service fee i.e 32.5%)
Technology support service	5% (15.38% of service fee i.e 32.5%)
Other support services	5% (15.38% of service fee i.e 32.5%)

The payment schedule for the above would be mutually agreed between the parties.

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Date: April 10, 2022

To,

Dr. Rahul Sharma- Director School of Health Sciences
Sushant University.
Golf Course Road, Sector-55
Gurgaon-122003

Sub: Renewal Proposal for Health services offering for Students, Parents of Students, Staff and their dependants

Dear Dr. Sharma,

We at W Pratiksha Hospital are interested in having a corporate association with your esteemed organization. We have a 110 bedded Multispeciality Hospital in Golf Course Extension Road , Sector-56 Gurgaon.

As part of corporate tie-up, we wish to offer the following discounts and benefits to your Students, Parents of Students, staff and their dependants:

1. **20% Discount** on OPD consultation charges**
2. **20% Discount** on OPD Investigations (For In-house services only).
3. **20% Discount** on Published price of Wellness packages.
4. **20% Discount** on Emergency services.
5. **10% Discount** on IPD Procedures and Admissions. (Not applicable on TPA/ Mediclaim routed cases). University
6. **Free Ambulance pickup from office to W Pratiksha Hospital**
7. **Registration Charges-NIL**

** The Discount on OPD Consultation charges will not be applicable for consultation with Dr Drupad Dutta- Consultant Department of Paediatrics.

Mode of Identification: Employees and their dependants need to produce company ID Card to avail the discounts.

Payment Terms: Cash payment to be settled over the counter.

Credit Facility: Credit Facility will be offered to employees of Sushant University based on authorization letter/ Email from authorized signatory of Sushant University. The Credit facility will be restricted to the

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Sushant University
Sector-55
Gurgaon, Haryana

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services mentioned in the credit letter. We offer a Standard credit period of 30 days from date of dispatch of bills.

Validity: 02 (Two) years from date of acceptance of proposal.

Looking forward towards your acceptance on the same.
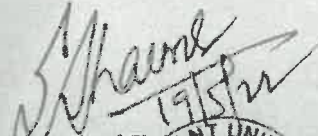
Sincerely,
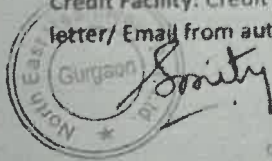
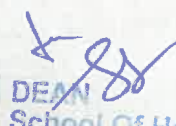For W Pratiksha Hospital (A Unit of North East Healthcare Pvt Ltd)

Mr. Suman Mitra
AGM- Sales & Marketing

Accepted

For Sushant University

Authorized Signatory

DEAN
School Of Health Sciences
Sushant University
Sector- 55

**Sushant
University**
Erstwhile Ansal University Gurugram

AGREEMENT

between

SCHOOL OF PLANNING AND DEVELOPMENT, SUSHANT UNIVERSITY, GURUGRAM

AND

CENTRE FOR SCIENCE ENVIRONMENT (CSE)

ON

TECHNICAL, ADVISORY, KNOWLEDGE AND CAPICITY BUILDING

SUPPORT FOR REFORMS IN CURRICULUM

This Agreement is being entered into on **24th day of March 2022** between **School of Planning and Development (SPD), Sushant University** located at Gurugram, represented by the Pro Vice Chancellor & Registrar, Sushant University, Gurugram on the one part,

and

Centre for Science and Environment, located at New Delhi, legally represented by its Executive Director on the other part.

BACKGROUND

SPD, Sushant University is a higher education institute in Haryana, India, specializing education and research in the field of urban planning and development under the umbrella of Sushant University. Sushant University as a singular body has a wide presence across India and overseas with its numerous course, faculty and student. The University campus at Gurugram is regional focal point tertiary education, particularly in the field of planning.

Centre for Science and Environment (CSE) is a non-governmental, independent policy research institution based in Gurugram that was started 1981 by the Mr. Anil Agarwal, a leading figure in India's environment movement. For more than three decades now, CSE has helped shape policies and build public awareness to bring change in areas of pollution mitigation and public health security, low carbon development, natural resource management and livelihood security to make growth sustainable and inclusive. CSE's sustainable building and Habitat Programme is designed to reduce energy and resource consumption, waste generation and emissions from urban development. The program seeks to promote a collaborative system of research, Training and curriculum development in issue related to sustainable development in built environment.

The two institutions agree to jointly promote the cause of sustainable habitat in build sector focusing sustainability in built schemes of buildings and area planning.

PONIT 1: SPECIFIC PURPOSE OF AGREEMENT

The parties agree to cooperate in the following areas: -

1.1   Knowledge Partnership

CSE will act as the knowledge partner of SPD, Sushant University to help in the inclusion of sustainability content in the curriculum. CSE shall assist SPD, Sushant University in providing technical, advisory, knowledge and capacity building support to facilitate handholding in course development and workshops for students and faculty members.

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1.2 Capacity Building and Training Activities

CSE agrees to conduct two seminar/training/workshop in the calendar year of 2022 for students and nominated faculty of the SPD, Sushant University. These training/workshops shall be held either at SPD, Sushant University or one of the CSE's offices at New Delhi and Anil Agarwal Environment Training Institute (AAETI), a residential research, training and demonstration 'green campus' located in Nimli in District Alwar, Rajasthan.

1.3 Need-Based Research and Capacity Building

Based on mutual need, Institutions shall explore additional ways of collaborating to help strengthen the research and capacities. Activities may include joint research, workshops, seminars and conferences. Among other potential areas of cooperation in the field of sustainable habitats. The details of such arrangement shall be negotiated at the appropriate time on a case-to-case basis and be governed by the relevant approval processes.
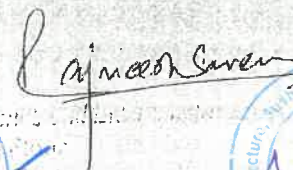
PONIT 2: RESPONSIBILITIES

Both institutions acknowledge the mutual alignment of their institutional vision, mission and values. Both organizations commit themselves to jointly accomplish the goals of the capacity Building Project.

2.1 **Sharing of information:** Both faculty of SPD, Sushant University, and CSE shall each maintain their respective lawful status with the appropriate authorities for the duration of the Agreement. Either institutions shall keep the other informed of any change whatsoever occurring in the engagement plan which may affect the timely delivery of services and accomplishment of project outcomes.

2.2 **Financial Support:** for seminar(s)/workshop(s)/training(s) conducted at SPD, Sushant University campus, CSE will not charge any course fee for the tannings, including field visits (if any), and also agrees to cover the cost of meals during the period of said training(s) and workshop(s), although venue and associated arrangements for hosting such events shall be arranged by SPD, Sushant University.

For long-term viability and sustainability of the capacity Building Project, Institutions agree to explore and identify respective funding opportunities.

2.3 **Focal Person:** Both institutions shall each assign a designated focal person (senior Professor from SPD, Sushant University and senior official CSE) to provide support to the project, whose duties include supporting the visits of either institution. Or who will also arrange training and logistics for the smooth implementation of the project.

POINT 3: LANGUAGE

All written correspondence and activities relating to the project shall be transacted in the English Language.

POINT 4: ACCOUNTABILITY AND COMPLIANCE

The said project shall be implemented in line with relevant policies and law of the Government of India, and shall comply with the institutional guidelines of both Institutions. This AGREEMENT is not binding or legal enforceable, does not impose enforceability of obligation upon the institutions and does not grant any rights.
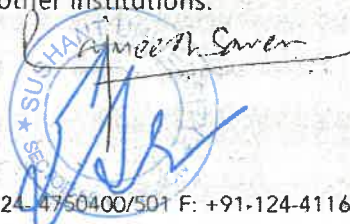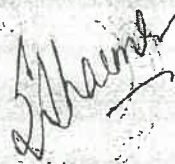
POINT 5: CONFIDENTIAL INFORMATION AND COPYRIGHT

5.1   The phrase "Confidential information" shall include all written and oral information which would be exchanged between the Parties, for the effective implementation of this Agreement, which information would specifically include the information relating to the information, of the services provided by CSE and the creation of works pursuant to or during the subsistence of the Agreement.

5.2   Neither Institutions shall disclose confidential information of the other party to person or third-party or use of such confidential information for its own purpose at any time without the written of the other Party.

5.3   Any idea, innovation, training materials, management processes or documentation arising out of this collaboration shall be the intellectual property of both Institutions. Both Institutions may however use such intellectual materials, but with appropriate acknowledgement to the contributions made by either party.

5.4   Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties.

POINT 6: FORCE MAJEURE

No Institutions covered under this agreement shall be liable for any failure to perform its obligation where such failure is a results of Acts of God, which are here defined as majeure.

POINT 7: DURATION AND TERMINATION

This AGREEMENT shall come into effect on the date of signature by both Institutions and shall remain in force for an initial period of one (1) year, unless otherwise terminated by mutual consent, and with 30 days' prior written notice to the other Institutions.
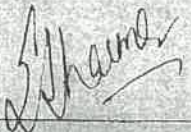
POINT 8: DISPUTE RESOLUTION

Both Institutions agreed that if there is any dispute of difference between both arising out of the Agreement or in the interpretation of any of the provisions thereof, they shall endeavor to meet in an effort to resolve such dispute by discussion, within 30 days of such dispute arising, falling such resolution then the parties in dispute shall refer at their costs the dispute to a mutually to the senior executive/faculty agreed Institutions.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Institutions have singed this Agreement.

Dr. Sanjeev Kumar Sharma

Pro Vice-Chancellor & Registrar

Sushant University, Gurugram

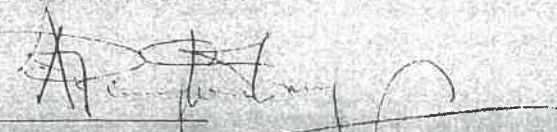Email id: registrar@sushantuniversity.edu.in

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29/3/2022

(Date)

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24/3/2022

(Date)

Witness 1:

Witness 2: