



### Criteria 3.7.1

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

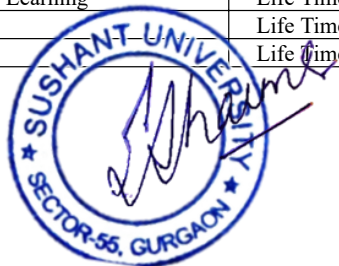
## **Appendix-II**

**(2020-21)**

**3.7.1 Summary of the functional MoUs/linkage/collaboration in 2020-21**

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 2020-21

Sl. No.	Year of signing MoU	Name of the organization with whom MOU/Collaboration being signed	Duration	Purpose of MOU/Collaboration
1	2020-21	Roseate Hotels & Resort(for Other Programs)	Life Time	Intenship , placement , workshops, students visits.
2	2020-21	Roseate Hotels & Resort(Diploma in Culinary arts)	Life Time	Internship , Placement for joint certification of PGDCA Program
3	2020-21	Rvs Padmavathy School Of Architecture	01 Year	1. Academic exchange 2. Resource sharing/ Exchange 3. Faculty exchange
4	2020-21	Sproutech Solutions Pvt. Limited	01 Year	To exchange knowledge ,spread legal awareness, Bridging the gap between students and industry experts.
5	2020-21	Edu Voice	01 Year	Provide Service and Facilities to organise events
6	2020-21	Western University Of Health Sciences	03 year	Joint education & research activity, exchange of visiting scholars, sharing & creation of educational material & resources, exchange of graduate students, workshops, Seminar ,guest lecture.
7	2020-21	Imaginxp	03 year	Providing courses to students
8	2020-21	Uniconverge Tech. Pvt Ltd	Life Time	Workshops, capacity building, skill enhancement, courses
9	2020-21	EUINAC	04 year	Workshops, capacity building, skill enhancement, courses
10	2020-21	National Institute Of Solar Energy	05 year	Workshops, capacity building
11	2020-21	Great Lakes Learning	Life Time	Workshops, capacity building, skill enhancement, courses
12	2020-21	UPGRAD	Life Time	Workshops, capacity building, skill enhancement, courses
13	2020-21	NIIT	Life Time	Workshops, capacity building, skill enhancement, courses



**MoUs/linkage/collaboration signed in 2020-21**



## Memorandum of Understanding

Between

Sushant University (Firstwhile Ansal University) Gurgaon & Eduvoice India

### Date of Agreement:

27<sup>th</sup> July 2020

### Entities:

- **Party 1:** Sushant University (Firstwhile Ansal University) Gurgaon (will be referred as "Institute" in the MoU)
- **Party 2:** Eduvoice India (will be referred as "Eduvoice" in the MoU)  
(Collectively referred as parties)

### Objectives of the Memorandum of Understanding:

The Institute showed active interest and wished to open an Eduvoice Chapter in their campus and therefore approached Eduvoice, and on the basis of said representation Eduvoice also agrees to open an Eduvoice Chapter and provide the Services and Facilities to organize events under the banner of Eduvoice's Institute Chapter. This is a non-financial agreement, where no financial transaction is involved.

**Validity of the Agreement:** From 1<sup>st</sup> August 2020 to 31<sup>st</sup> July 2021 (1 Year)

### Deliverables from Institute:

#### Taking Membership for Eduvoice's Institute Chapter

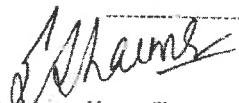
- This membership will be completely free, and the individual will avail all benefits of Eduvoice member
- Eduvoice's Institute Chapter should take membership for the its Chapter from the academic, administrative and educationist fraternity.
- All the registrations will be done on the Institute page on Eduvoice Website

#### Nomination of Faculty/Staff Member for Eduvoice' Institute Chapter

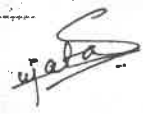
- Every Academic institutional member is eligible to designate a maximum of 3 members as the Nominee members.
- They will be offered Professional Membership of Eduvoice to be valid for the period of the Institutional membership.
- They will be managing and handling the Eduvoice' Institute Chapter in the Institute

#### Organizing Online & Offline Events under Eduvoice's Institute Chapter

- Eduvoice's Institute Chapter is free to organize any event without taking approval from Eduvoice for the academic, administrative and educationist fraternity
- Costs and overhead

  
Dr. Sanjeev Kumar Sharma  
Registrar  
Sushant University (Firstwhile Ansal University)  
Gurgaon



  
Mrs. Sujata Mehta  
Chief Executing Officer  
Eduvoice India







## Memorandum of Understanding

Between

Sushant University (Firstwhile Ansal University) Gurgaon & Eduvoice India

- Eduvoice's Institute Chapter will borne the complete cost to organize the event
- Institute can reach out to sponsors for funding the event
- Institute can also charge the participants for the event in order to generate revenue
- Eduvoice's Institute Chapter can partner with other organizations and societies to organize the event, keeping in mind that the Eduvoice's Institute Chapter logo should be at top or at a prominent position
- Eduvoice's Institute Chapter will follow all the promotional and management guidelines while organizing the event
- Eduvoice's Institute Chapter will take care of the boarding and lodging of the speaker
- Eduvoice's Institute Chapters will have to put Eduvoice Partners' Logos at the bottom of all the promotional materials as its Supporting Partner
- It shall ensure to disclose all the necessary facts and statements to the concerned participants.

### Attending Annual Eduvoice Get together

Every Eduvoice's Institute Chapter must send atleast one representative from the Institute to New Delhi for the Annual Chapter Get-together

### Quarterly Reporting

Eduvoice expects a Quarterly Report by the Eduvoice's Institute Chapter on events and activities conducted via email or postal.

## Deliverables from Eduvoice:

### Visibility over the Eduvoice Website


- Mentioning Eduvoice's Institute Chapter on the Eduvoice Website
- A special page will be dedicated to the Eduvoice's Institute Chapter and its nominees on Eduvoice Website.
- Eduvoice will provide a specific Logo to its Chapter
- Eduvoice will create the Eduvoice's Institute Chapter Page Over Linked In

### Platform to organize Events under Eduvoice Chapter


- Eduvoice will provide support to its chapter by providing distinguished people as chief guest and speaker of the event
- Eduvoice will provide different promotion materials for offline and online marketing
- Eduvoice will issue certificate to each participant as well as speakers

### Expectation from Eduvoice's Institute Chapter

- Every effort must be made by the Eduvoice's Institute Chapter to continuously enhance the overall quality of the academicians and administrators and also to conduct at least one local programme per month and at least one major program (incl. a National level Seminar) once a year.

  
Dr. Sanjeev Kumar Sharma  
Registrar  
Sushant University (Firstwhile Ansal University)  
Gurgaon



  
Mrs. Sujara Mehta  
Chief Executing Officer  
Eduvoice India





## Memorandum of Understanding

Between

Sushant University (Firstwhile Ansal University) Gurgaon & Eduvoice India

### Institute Membership

- Eduvoice Institute Membership is completely free, no finance is involved

### Eduvoice Institute's Chapter Committee

Institute shall provide the details of the below mentioned individuals and nominees, for the Eduvoice records.

Institute shall also email the high-resolution square photograph of the Committee members.

### Head of the institution, signing & Nominating Authority:

Name: Dr. DNS Kumar  
Designation: Vice Chancellor  
E-mail Id: vc@ansaluniversity.edu.in  
Phone: 8880919142

### Nominees' Details:

Name: Dr. Kanu Priya  
Designation: Professor and Associate Dean  
E-mail Id: kanupriya@ansaluniversity.edu.in  
Phone: 9999216377

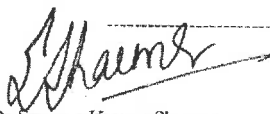
Name: Dr. Komal  
Designation: Assistant Professor  
E-mail Id: komalsandhu@ansaluniversity.edu.in  
Phone: 9910118536

Name: Mr. Amit Kumar Agarwal  
Designation: Assistant Registrar  
E-mail Id: amitagarwal@ansaluniversity.edu.in  
Phone: 9910027669


### Obligations

#### To the Eduvoice

- Eduvoice shall not be responsible and liable for any ruckus or disruption caused during or after the completion of the event.

  
Dr. Sanjeev Kumar Sharma  
Registrar  
Sushant University (Firstwhile Ansal University)  
Gurgaon



  
Mrs. Sujata Mehta  
Chief Executing Officer  
Eduvoice India





## Memorandum of Understanding

Between

Sushant University (Firstwhile Ansal University) Gurgaon & Eduvoice India

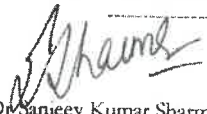
2. Eduvoice shall not be held responsible for any dispute or negative publicity caused due to the social media.

### To the Institute


1. Eduvoice's Institute Chapter shall provide all the promotional and advertising material, for prior approval from Eduvoice.
2. Eduvoice's Institute Chapter/Institute shall ensure not to use the name and logo of Eduvoice for marketing and publicity but they can use Eduvoice Institute Chapter name and logo for the same.
3. While nominating, please nominate such a person, who is capable enough to organize the events under Eduvoice's Institute chapter and has a good network and PR with academic and industry fertility
4. Institute represents that it has the requisite infrastructure, facilities and manpower required to efficiently perform and organize the events
5. It is duly authorized, validly existing and in good standing under the laws of India.
6. It has all necessary statutory and regulatory permissions, approvals and permits for entering such Agreement.

### Confidentiality

1. During the Term of this Agreement, the Institute may have access to and become acquainted with various trade secrets and other proprietary and confidential information which is owned by Eduvoice or its employees (collectively "Confidential Information"). Confidential Information includes but not limited to, information concerning any matter(s) relating to the business of Eduvoice, any of its customers, customer contacts, licenses, or any other information concerning the business of Eduvoice, Eduvoice's goodwill, personal data or information of employees, contractors or agents of Eduvoice.
2. All Confidential Information disclosed to the Institute by Eduvoice, or acquired from a contractor or employee of Eduvoice, is and shall remain the sole and exclusive property and proprietary information of Eduvoice or such employee as the case may be. The Institute shall not use or disclose such Confidential Information, directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performing its obligations pursuant to this Agreement. Furthermore, the Institute agrees to protect the Confidential Information by using the same degree of care and responsibility as the Institute uses to protect its own confidential information of like nature and importance but in no event less than a reasonable degree of care.
3. So far as it may be necessary for the performance of the Agreement or for the operation and maintenance of the subject matter of the Agreement the Institute may divulge any information, to be kept confidential under this Agreement, to its employees, affiliates, agents and sub-contractors on a "need to know" basis but undertake that it will take all necessary steps to ensure compliance by such employees, affiliates, agents and subcontractors with obligations as to confidentiality

  
Dr. Sanjeev Kumar Sharma  
Registrar  
Sushant University (Firstwhile Ansal University)  
Gurgaon



  
Mrs. Sujata Mehta  
Chief Executive Officer  
Eduvoice India







## Memorandum of Understanding

Between

Sushant University (Firstwhile Ansal University) Gurgaon & Eduvoice India

obligations set forth in this section and will be responsible for any failure by any employee, affiliates, agent or subcontractor to comply with such obligations whether such employee, affiliates, agent or sub-contractor is aware of them or not.

### Communication

Any type of Communication will be done in writing and will be sent to the addresses or emails listed below. Any notice may be delivered personally, by facsimile, by electronic mail or through internationally recognized courier and will be deemed to have been served upon actual receipt.

#### If to the Eduvoice:

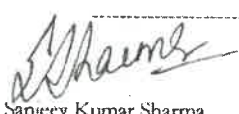
Name: Mrs Sujata Mehta  
Designation: Founder & Editor-in-Chief  
Organization: Eduvoice.in  
Address: 1009 Indraprakash Building, Barakhamba Road, Connaught Place, New Delhi 110001  
Email ID: sujata.mehta@eduvoice.in  
Phone: +91-98181-98188

#### If to the Institute:


Name: Dr Sanjeev Sharma  
Designation: Registrar  
Institutions: Sushant University (Firstwhile Ansal University) Gurgaon  
Address: Golf Course Road, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003  
Email Id: registrar@ansaluniversity.edu.in  
Phone: 9711806766

### Termination

1. This Agreement shall become effective from the date of execution of this Agreement and shall continue for one year.
2. Any renewal beyond this term shall be subject to the mutual consent of the Parties and all the negotiations to do so should be done through written communication channels agreed upon by both the parties.
3. If the parties fail to perform any obligation in accordance with this agreement or is in breach of provisions of this Agreement, the issue must be addressed through written communication channel to the other party.
4. In case Clause 3 is invoked, the representatives of the parties will try to resolve the issues amicably by conducting a meeting (telephonically or personally) within one day of such notice and meetings are to be conducted daily, till both the parties agree on the resolution. If the issue still persists after one week, then the parties have a right to send a notice of termination. The minutes of the said

  
Dr Sanjeev Kumar Sharma  
Registrar  
Sushant University (Firstwhile Ansal University)  
Gurgaon



  
Mrs. Sujata Mehta  
Chief Executing Officer  
Eduvoice India





## Memorandum of Understanding

Between

Sushant University (Firstwhile Ansal University) Gurgaon & Eduvoice India

meetings are to be taken on record daily till the parties have reached the resolution, and a copy of it is to be given to both the parties till the next day.

5. If either of the party wants to terminate the agreement, without any strong reason then they can do that by giving 45 days' notice to the other party.

### Miscellaneous

1. This MoU supersedes all prior understandings, if any, between the parties concerning the subject hereof.
2. No amendments to the MoU shall be valid unless executed in writing and signed by both parties.
3. In the event of non-fulfilment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither Party shall be held responsible for any loss or consequential loss.
4. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of India. Any dispute arising out of or in connection with the validity, interpretation or enforcement of this Agreement which is not resolved amicably shall be subject to jurisdiction of courts at Delhi.
5. The Institute and/or any of its subcontractor or assignee under this Agreement agree to defend, protect and save harmless Eduvoice and its employees, successors and assignee claim, action, liability, loss, damage or suit, arising from breach of its obligations set in Agreement.

On the behalf of Sushant University  
(Erstwhile Ansal University) Gurgaon



On the behalf of Eduve




ERROR: stackunderflow  
OFFENDING COMMAND: ~


STACK:




**Indian-Non Judicial Stamp  
Haryana Government**

Date: 22/08/2020

Certificate No. G0V2020F1940  Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 65235687  Penalty : ₹ 0  
(Rs. Zero Only)

**Deponent**

Name : Ansal University  
 H.No/Floor : 00 Sector/Ward : 55 Landmark : Na  
 City/Village : Gurugram District : Gurugram State : Haryana  
 Phone : 97\*\*\*\*\*72 

Purpose : Agreement to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

**COLLABORATION AGREEMENT**

This Collaboration Agreement ("the Agreement") is entered into on 22<sup>nd</sup> June, 2020 ("Effective Date") between

**Great Lakes E-Learning Services Private Limited**, a private limited company incorporated under the Companies Act, 1956, and having its Corporate Office at 2<sup>nd</sup> Floor, Orchid Centre, Sector 53, Golf Course Road, Gurgaon 122002, (hereinafter referred to as "**Great Learning**", which term shall, where the context permits, mean and include its successors, permitted assigns and its parent company), of the First Part,

And

**Ansal University**, a State Private University established under Haryana Private Universities Act 2006 (hereinafter referred to as the "**University**", which term shall, where the context permits, mean and include its successors and permitted assigns), of the Other Part.

(Great Learning and the University are hereinafter collectively referred to as "**Parties**" and individually as "**Party**" unless the context requires otherwise.)

*E. Chaune*





*[Signature]*



*[Signature]*




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

## INTRODUCTION

- A. Great Learning is an online and hybrid professional learning services provider that has developed its proprietary technology and learning platform (“**Platform**”), intellectual property and a learning delivery model to learners across a variety of disciplines relevant to the digital economy and is a leader in this market.
- B. Ansal University (“**ANSAL**”), located in Gurgaon, India is one of the leading universities in Haryana. Ansal University was established in 2012 under the Haryana Private Universities Act 2006. University has eight schools offering programmes in Architecture, Design, Law, Management, Hospitality, Engineering, Health Sciences and Planning & Development. Ansal University’s vision is to achieve excellence in higher education through research, innovation, participatory governance and global presence. University’s has a core ideology of being futuristic with the mission “**AHEAD. FOR LIFE**”. The curriculum design is guided by inter and trans-disciplinary approach incorporating pedagogies that expand learning opportunities, ensuring higher order learning outcomes.
- C. Great Learning desires to develop and deliver world class online and hybrid learning programs for learners (“**Users**”) and the University desires to collaborate with Great Learning and support development of the Programs through its faculty, facilities and other resources.
- D. For the purpose mentioned above, the Parties have agreed to collaborate in accordance with the terms and conditions of this Agreement.

## 1 PROGRAM DETAILS

- 1.1 **Program Vision and Scope.** The proposed programs are professional degree programs offered in emerging areas such as Data Science, Artificial Intelligence, Machine Learning, Software Engineering and such other areas as may be mutually agreed to between the Parties, in writing, from time to time (“**Programs**” and each one, a “**Program**”). The Programs will be offered in either full-time or hybrid mode to college graduates and working professionals and specified in the Program Specification document in the format provided in the Annexures. The Program will be offered multiple times a year on the Platform based on demand while ensuring the eligibility criteria of Users and delivery quality.
- 1.2 **Program Structure.** The Programs will follow a very structured pedagogy that combines classroom-based learning; live online interaction, recorded videos and project work. Further, Users will have access to the online Platform to work on assignments and projects. The Program curriculum and structure will be updated from time to time to ensure that they are contemporary.

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





- 1.3 **Program Details.** Specific details for each Program, including its name, duration, curriculum and fees will be detailed in a Program Specification document provided in the **Annexures** attached hereto and signed by both Parties. A Program Specification document will be signed for each unique program that the Parties offer together and any such Program Specification document signed in the future shall be treated as an addendum to this Agreement.
- 1.4 **Program Delivery and Evaluation.** Great Learning will deliver the Programs, and the evaluation for each course under the Program will be through a combination of quizzes, discussion forum participation, assignments, projects and capstone projects. Where necessary, the evaluation criteria and rubric will be finalized in consultation with the faculty director of the University and Great Learning will facilitate the evaluation.
- 1.5 **Program Credential.** All Users who successfully complete the Program will receive a degree from the University (applicable to selected programs as listed in the **Annexures**) and may also receive a certificate from Great Learning.
- 1.6 **Reporting.** On commencement of the Program, the details and progress of the Users enrolled in the Program will be shared with the Faculty Director of the University, using which the Program progress can be monitored by the faculty director of the University.
- 1.7 **Program Branding.**
- (a) Where applicable, as detailed in the Program Specification Documents, the Programs will be offered jointly under the University's brand along with that of Great Learning. In these instances, The University's brand and logo, along with Great Learning's brand and logo, will be used in all communications related to the Programs, including, among other things, on Great Learning's website, the Program website, landing pages, email communications and program certificate. The University will be required to list the Programs, along with a brief description of the Programs, on a relevant section of its website and mention Great Learning as its 'Program Partner'. The University will also be required to provide links to the Program's web pages on its website.
  - (b) The University hereby grants a royalty-free, non-exclusive, non-transferable, sub-licensable license to Great Learning and permission to use the University's logo, name, trademark and brand for the purpose of the activities envisaged under this Agreement. These and other brand assets of the University such as images, etc may be used in marketing communications by Great Learning, including the Program brochure and web site subject to review and approval by the University.

## 2 TERM AND TERMINATION

- 2.1 This Agreement commences on the Effective Date and will (unless terminated earlier in accordance with its terms) continue for a period of 3 (three) years ("Term"). Beyond the

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



Term, the Agreement may be extended based on mutual agreement between the Parties.

- 2.2 Either Party may terminate this Agreement, upon written notice to the other Party: (a) if such other Party commits a material breach of this Agreement, which breach is not cured within 30 (thirty) days of receipt of written notice of such breach from the non-breaching Party, or (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due.
- 2.3 In the event that either or both Parties terminate this Agreement, both Parties or their successors are obligated to provide instructional, student advising and administrative support for the Users for the period required for enrolled Program Users to graduate. Both the Parties shall ensure that the rights of Users are preserved in the event of the termination of the Agreement.
- 2.4 Except as provided in Clause 2.2 above, prior to the completion of the Term, this Agreement may not be terminated without the mutual consent of both Parties.

### 3 RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1 The University will be responsible to contribute the following in respect of the Programs (where applicable, detailed in Annexures):
- (a) Providing the degree to candidates who successfully complete the requirements as laid out for each of the Programs;
  - (b) Procure all the internal and external approvals required by the appropriate regulatory and overseeing bodies to be able to offer the degree programs.
  - (c) Providing appropriate, fully equipped, classroom facilities including common space and a staff office, maintenance of such facilities, and periodic refurbishments as necessary;
  - (d) Appointing and designating an academic or faculty director from the University to work with Great Learning;
  - (e) Reviewing and approving the curriculum and structure for the Programs;
  - (f) Hosting Program and landing pages on the University website which would provide the Program details, including but not limited to, the links to the web landing page on the Great Learning website along with contact details for the Program.
  - (g) Providing lunch and tea/coffee twice a day to the Users during the day when they attend the full day Classroom sessions.
- 3.2 Great Learning will be responsible to contribute the following in respect of the Programs:

*[Signature]*  
Dean  
School of Engg. & Technology  
Sushant University  
Sector 55, Gurugram



*[Signature]*

- (a) Providing the Platform, which is cloud-based, for Users to access the Programs;
  - (b) Content development and enhancement, including production of high quality videos, documents, assignments, projects and data sets;
  - (c) Classroom and online delivery of the content;
  - (d) Providing faculty, industry experts and evaluators to ensure delivery of the Programs;
  - (e) Website and collateral development;
  - (f) Marketing of the Programs;
  - (g) Counselling of potential Users and initiating the enrolment process, including collection of fees in relation to the Programs;
  - (h) Assessment, evaluation, project development, facilitation, mentorship;
  - (i) Providing a mobile learning application that can be used for learning at any place and at any point of time;
  - (j) Providing learning analytics, progress tracking and reporting; and
  - (k) Initiating the Program launch promotion, seminars, events and other related activities.
- 3.3 The Parties agree to cooperate for the successful completion of their respective tasks mentioned above.

#### 4 FINANCIALS

- 4.1 Great Learning shall bear all the operating costs of promoting and delivering the Program. The revenue model, as agreed to between the Parties, is described in the Program Specification Document (in **Annexures**) hereto.
- 4.2 Each Party shall be responsible for the payment of all applicable taxes imposed on them in connection with the transaction envisaged under the Agreement. If a Party is required to pay any such taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party.
- 4.3 Great Learning shall transfer to the University its share of the revenue generated from the Program on or before the end of the second week of every financial quarter.
- 4.4 Great Learning will share with the University, enrolments, fees collected and relevant

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



information pertaining to the participants enrolled in the program on a quarterly basis.

5 **EXCLUSIVITY**

The University acknowledges and agrees that, during the Term, it shall not engage in providing similar programs as Programs by itself or in partnership with other learning or other organizations carrying on business similar to that of Great Learning. The Great Learning also acknowledges and agrees that, during the Term, it shall not engage in providing similar programs as Programs by itself or in partnership with other University / institution or other organizations in Gurugram district. Notwithstanding the above, nothing in this Agreement shall (a) limit Great Learning's right to host, distribute or otherwise make available content obtained from third parties, including other educational institutions, whether in connection with the Platform or otherwise, or (b) limit the University's right to host, distribute or otherwise make available any of its content, other than that in relation to the Programs, through third parties, in each case except as otherwise expressly agreed to in writing by the Parties.

6 **CONFIDENTIAL INFORMATION AND DATA PROTECTION**

6.1 **"Confidential Information"** means information disclosed by one Party to the other Party under this Agreement that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, ought reasonably to be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party. The recipient of any Confidential Information will not disclose that, except to group companies, employees and/or professional advisors on a need to know basis and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that such persons and entities: (a) use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, and (b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the disclosing Party, such notice to be sufficient to give the disclosing Party the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. Upon either Party's written request (as applicable), the other Party will promptly within 15 (fifteen) days return all Confidential Information and copies, or certify in writing that it has destroyed all such materials.

6.2 **Data Protection.** "Data Protection Law" means: (a) any relevant and applicable data protection legislation or regulations; and (b) each Party's privacy policy as in force from time to time. The Parties shall ensure that they comply with all Data Protection Law regarding data derived from the Programs at all times.

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






7 INTELLECTUAL PROPERTY

- 7.1 "Intellectual Property Right(s)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world. "Background IP" means all Intellectual Property owned or licensed by a Party (a) before the Effective Date of this Agreement; or (b) independent of this Agreement.
- 7.2 The Intellectual Property Rights over the content in relation to the Programs, including video content, lecture slides, documents, and problems developed by the faculty of the University shall be held by the University. The University hereby grants a royalty-free, non-exclusive, non-transferable, sub-licensable license to Great Learning to utilize such content in relation to the Programs and in the process of marketing and promoting the Programs.
- 7.3 The Intellectual Property Rights in relation to the learning videos, digital enhancements effected to such videos and all learning material created by Great Learning (including slides, documents, problem sets, virtual laboratory and other content) or enhanced by Great Learning shall be held by Great Learning. The University agrees that such videos and content shall be distributed solely by Great Learning and not through any other company, learning platform or vendor engaged by the University.
- 7.4 Except for the license rights specifically granted hereunder, neither Party will own or acquire any right, title, or interest to the other Party's Background IP under this Agreement.
- 7.5 At no time during or after the Term, shall a Party infringe or assist any third party to infringe the other Party's Intellectual Property Rights. Neither Party shall, and shall ensure that third parties engaged by it shall not, challenge the validity of the other Party's Intellectual Property Rights. In the event the Intellectual Property Rights of a Party, in the other Party's opinion, is being, or is likely to be, infringed or misappropriated, that Party shall act expeditiously to inform the Party whose Intellectual Property Rights are being / likely to be infringed or misappropriated, and assist such Party to take necessary action against such third parties infringing or misappropriating its Intellectual Property Rights.

8 WARRANTIES & INDEMNITY

- 8.1 The Parties warrant that:
- (a) the execution and delivery of this Agreement has been duly authorized by all necessary action;
- (b) this Agreement is a legally and valid obligation binding upon them and is enforceable in accordance with its terms;
- (c) all information provided by or on behalf of the Parties in connection with this Agreement is true, complete and accurate;

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





- (d) the Parties are not subject to any contractual or other restriction imposed by them own or any other organization's rules or regulations or otherwise which may conflict or prevent their compliance with this Agreement.
- 8.2 Subject to Clause 8.4 and 8.5 below, each Party shall indemnify, defend and hold harmless the other Party, its affiliates, officers, directors and employees, from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Agreement, any applicable law, and/or the negligence or willful misconduct of the indemnifying Party, or its employees or agents, as the case may be.
- 8.3 The University shall be further obligated to indemnify Great Learning, its affiliates, officers, directors and employees in the event Great Learning (i) receives a written notice from a third party alleging infringement of its Intellectual Property Rights arising from the provision of the University supplied content; or (ii) is subject to any adverse inquiry or claim or governmental investigation with respect to the University supplied content.
- 8.4 Neither Party shall be liable to the other for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- 8.5 Notwithstanding anything stated herein, the Parties' liability, whether under contract, tort, or otherwise, arising out of or in connection with this Agreement shall not exceed the consideration received by the University in relation to the Programs during the immediately preceding financial year.
- 8.6 Each Party's right to indemnification under Clauses 8.2 and 8.3 is conditioned on the Party seeking indemnification ("Indemnified Party"), (a) giving prompt written notice of, and tendering any such claim to, the other Party ("Indemnifying Party"); (b) permitting the Indemnifying Party to solely defend or settle any such claim at its sole expense; provided, however, that (i) the Indemnifying Party will not enter into any settlement agreements that would result in any admissions by the Indemnified Party or payment by the Indemnified Party without the Indemnified Party's prior written consent, and (ii) the Indemnified Party may at its election, participate in the defense of such claims through separate counsel at its own expense; and (c) providing the Indemnifying Party all reasonable assistance (at the expense of the Indemnified Party) in connection with the defense or settlement of any such claims.

9 GENERAL

- 9.1 Notices. All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Agreement will be in writing, in English, and will be

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



deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Agreement, or to such other address(es) or individual(s) as the Parties may mutually agree in writing from time to time.

- 9.2 Assignment. Neither Party may assign any part of this Agreement without the written consent of the other Party. An attempt to assign shall be void.
- 9.3 Force Majeure. Neither Party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, riots, wars, epidemic, pandemic, accident, prolonged shortage of energy, acts of God or natural catastrophe, fire, storm, flood, earthquakes, provided that (i) the affected Party immediately notifies the other Party and provides full information about the Force Majeure, (ii) uses best efforts to overcome the Force Majeure and (iii) continues to perform its obligations to the extent practicable. In the event that the Force majeure remains in effect for a period in excess of ninety days, either Party may terminate this Agreement immediately upon written notice to the other Party.
- 9.4 No Waiver. No failure on the part of either Party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.
- 9.5 No Agency. This Agreement does not create any agency, partnership or joint venture between the Parties. Both Parties are independent of each other and this Agreement in no way constitutes any form of employment by either Party of the other Party and/or its employees or agents.
- 9.6 Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute 1 (one) instrument.
- 9.7 Amendments. This Agreement can be modified, supplemented or amended only by a written agreement executed by both Parties.
- 9.8 Entire Agreement. This Agreement supersedes all other agreements between the Parties relating to its subject matter.
- 9.9 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 9.10 Further Actions. Each Party agrees to execute and deliver any further instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.
- 9.11 Dispute Resolution. The Parties shall amicably resolve any and all disputes arising out of

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



or in connection with this Agreement, failing which the disputes shall be settled by a sole arbitrator mutually appointed by the Parties in Gurugram, in accordance with the arbitration rules of India then in effect.

9.12 Governing Law. This Agreement is governed by the laws of India. Parties submit to the exclusive jurisdiction of the courts in Haryana.

Signed by the parties on the dates shown below.

Great Learning

Signature: 

Name: MOHANA K. LAKHAMRAJU

Designation: FOUNDER + CEO

Date: 22/06/2020



Ansal University

Signature: 

Name: Dr. Sanjeev Kumar Sharma

Designation: Acting Registrar

Date: 22/06/2020



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





ANNEXURE A

**PROGRAM SPECIFICATION DOCUMENT**

**Masters Program in Data Science and Machine Learning in Weekend Mode**

1. Program Name: M. Tech in Data Science and Machine Learning
2. Duration: Total of 21 months (2 years)
3. Format: Weekend mode for working professionals with the mix of weekend classroom sessions and online learning.
4. Fees: Between Rs. 2.5 to 4.5 lakhs (The pricing will be reviewed periodically for market acceptance and suitability, and adjusted as necessary)
5. Location: Ansal University Campus, and Great Learning online platform
6. Credential: Participants in this program (upon successful completion of all requirements) will earn a M. Tech Degree from Ansal University and may also receive a Certificate from Great Learning (depending on market requirement). Successful graduates will also receive alumni status from the University after graduating and all the privileges that are available to its alumni.
7. Total number of hours of learning: As per norms, including classroom sessions, project work, self-learning through videos and reading material, practice problem solving and assessments and practical internship at their work place, or an equivalent project.
8. Description of Program:

This Program enables participants to gain an in-depth understanding of data science and analytics techniques and tools that are widely used by companies globally through an optimal combination of intense weekend classroom based learning and online learning. It takes a very practical approach to teaching data science and analytics enabling participants to apply their learning immediately. The blended-mode program is designed optimally to fit into the schedules of working professionals. Great Learning has the entire requisite content, expertise, faculty, projects and everything else necessary to deliver this program.

*[Signature]*  
Dean,  
School Of Engg. & Technology  
Sushant University  
Sector 55, Gurugram



9. Revenue Share: University would receive 23% + GST of the program fees, net of any discounts and net of applicable taxes.

10. Other facilities:

Students will also have access to all the University facilities including but not limited to its library, food courts, gymnasias, sports facilities, etc., like any of their other students would.

Accepted By:

\_\_\_\_\_  
Faculty Director  
University

  
\_\_\_\_\_  
Program Director  
Great Learning









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

**ANNEXURE B**


**PROGRAM SPECIFICATION DOCUMENT**

**Masters Program in Software Engineering in Weekend Mode**

11. Program Name: M. Tech in Software Engineering
12. Duration: Total of 24 months (2 years)
13. Format: Weekend mode for working professionals with the mix of weekend classroom sessions and online learning.
14. Fees: Between Rs. 2.5 to 4.5 lakhs (The pricing will be reviewed periodically for market acceptance and suitability, and adjusted as necessary)
15. Location: Ansal University Campus, and Great Learning online platform
16. Credential: Participants in this program (upon successful completion of all requirements) will earn a M. Tech Degree from Ansal University and may also receive a Certificate from Great Learning (depending on market requirement). Successful graduates will also receive alumni status from the University after graduating and all the privileges that are available to its alumni.
17. Total number of hours of learning: As per norms, including classroom sessions, project work, self-learning through videos and reading material, practice problem solving and assessments and practical internship at their work place, or an equivalent project.
18. Description of Program:  
This Program enables participants to gain an in-depth understanding of software engineering and contemporary software development techniques and tools that are widely used by companies globally through an optimal combination of intense weekend classroom based learning and online learning. It takes a very practical approach to teaching computer science and software engineering enabling participants to apply their learning immediately. The blended-mode program is designed optimally to fit into the schedules of working professionals. Great Learning has the entire requisite content, expertise, faculty, projects and everything else necessary to deliver this program.
19. Revenue Share: University would receive 23% + GST of the program fees, net of any discounts


13  
  
Dean  
School of Engg. & Technology  
Sushant University  
Sector 55, Gurugram

and net of applicable taxes.

20. Other facilities:

Students will also have access to all the University facilities including but not limited to its library, food courts, gymnasia, sports facilities, etc., like any of their other students would.

Accepted By:

\_\_\_\_\_  
Faculty Director  
University

  
\_\_\_\_\_  
Program Director  
Great Learning







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



**SPROUTECH SOLUTIONS PRIVATE LIMITED**

CIN: U74900DL2915R TC285360  
Reg. Address: D-802, Pavitra  
Apartments, Vasundhara Enclave,  
Delhi-110096  
Ph. No. 84-4849-5959

# Memorandum of Understanding (MoU)

Entered into by and between

## **SUSHANT UNIVERSITY, GURUGRAM**

(the "FIRST PARTY")

Herein represented by Dr. Sanjeev Kumar Sharma in his/her capacity as the Registrar, Sushant University  
(Erstwhile Ansal University), Gurugram

And

## **SPROUTECH SOLUTIONS PVT. LTD**

(the "SECOND PARTY" or "Lawyered" or "Other Party")

Herein represented by Mr Himanshu Gupta in his capacity as the

"Director"





This Memorandum of Understanding is made on this day, the ..... between the 'FIRST PARTY' having their campus at Golf Course Road, Sector 55, Gurugram - 122003 which expression shall include authorized representative(s) unless excluded by or repugnant to the context or meaning thereof and "SECOND PARTY" having its office at D-802, Pavitra Apartments, Vasundhara Enclave, Delhi-110096 which expression shall include authorized representative(s) of unless excluded by or repugnant to the context or meaning thereof.

The parties to the MoU are individually referred to as the "Party" and collectively referred to as "Parties".

1. The Objective for which this MoU is signed is to be known as a legal-tech discovery platform acting as a one-stop-shop solution for the legal industry which is to express the willingness of both parties to engage in an effort to promote inter-organisational collaboration. Lawyered, shall as a platform, offer assistance to exchange knowledge, spread legal awareness, bridging the gap between Law Students and Industry Experts and information by virtue of dialogues using virtual means and network devising a mechanism aiming to maintain a healthy ecosystem in the society, further developing and expanding relationships with the audiences or viewers or users that they source from receiving the access due to this joint collaboration in reference to Annexure - A that defines the work schedules and deliverables and this would help the University and its students in getting internships and placements for the students with the best in the industry.
  - 1.1. Any, specific activities under this MOU will be identified through prior consultation and confirmations received in writing between the two parties.
2. Whereas Lawyered is desirous of undertaking a joint collaboration for facilitating with a platform for the component of the aforesaid Section 2, the two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions :
  - 2.1. Roles and Responsibilities of the First Party:
    - 2.1.1. To nominate a person who shall be authorized to handle the request from Lawyered as per Section 2 herein.
    - 2.1.2. To ensure that the Person nominated as per clause 3.1.1. is timely coordinating and cooperating with Lawyered as per the Annexure A.
    - 2.1.3. To ensure that a person is timely available for the performance of the obligations that form part of the Annexure -A and is making use of the Lawyered platform in a rightful manner as mutually agreed.
    - 2.1.4. The First Party shall upon receiving the access of the Lawyered platform shall be in compliance with the relevant laws subject to applications.
    - 2.1.5. The First Party provides Lawyered access to the students and faculty of the FIRST PARTY for every live event at least three days in advance enabling us to get audience/viewers participation as when required.





- 2.1.6. To coordinate and cooperate with Lawyered in planning ensuring the events, and courses subject to offer in pursuant to this MOU hereto.

## 2.2. Roles and Responsibilities of the Lawyered

- 2.2.1. To give access to the person sourced by the FIRST PARTY who is or above the age of 18years and is competent to enter into a contract.
- 2.2.2. To give access person(s) as per clause 3.2.1 to make use of offered services on our platform.
- 2.2.3. To enable FIRST PARTY to provide and develop a model for extracurricular activities and provide dedicated opportunities for Law Students and the Faculties using our platform.
- 2.2.4. To promote the virtual events by using the possible means on this behalf from the First Party as mutually agreed between in pursuant to this MOU.
- 2.2.5. To gather audience and viewers virtual events as applicable from case to case.
- 2.2.6. Lawyered shall be not liable in case any person sourced from FIRST PARTY is not competent enough to gather an audience despite promotions at best or pursue the offered courses.
- 2.2.7. To have control over the permissions of the accessibility of the representative nominated by FIRST PARTY India by informing the First Party in writing, after which, it should be the discretion of the University to either continue with the present employee or replace the same.

## 3. Confidential Information

"Confidential Information" shall mean and includes all the information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. And, all the information that is in database in print or electronic form, Trade secrets, literature, inductions/ marketing methods and other such proprietary information, business plans, strategies, methods and/or practices whether it is affixed or demonstrated and/ or disclosed or forwarded in print or by any electronic means to the other party or any other information that is not generally known to the public, including but not limited to information about Disclosing Party's personnel, products, formulations, services or future business plans. It will be part of the terms and conditions of this MoU whether explicit or implied, that is subsisting on the date of this MoU.

## 4. Term and Termination

- 4.1. This MOU shall become effective upon signature by the authorized parties or the parties

Private and Confidential



www.lawyered.in | info@lawyered.in



and will remain in effect until modified or terminated by anyone of the partners by mutual consent by prior notice in writing.

- 4.2. The understanding covered by this MOU shall terminate upon completion of the agreed-upon period which is One Year.
- 4.3. The agreement may also be terminated with a written one month notice from either side.
- 4.4. In the event of non-compliance or breach of the obligations binding upon it by either of the parties, the other party shall terminate the MOU with immediate effect.
- 4.5. Force majeure clause is attracted, which is Section 9 of this MoU.
- 4.6. Where either Party has been prevented by the order/decreed court of law.

5. Credit

The First Party shall ensure to grant credit to the other Party in every session or the event that is going live or subject to go live in future date or proposed to in the form of inclusion as a vote of thanks or otherwise of a substantial amount as applicable.


6. Ownership

Lawyered shall be solely and exclusively own throughout the world in perpetuity all rights of every kind and nature in the content generated making use of its platform, including the right to use content(s) in sequels, remakes etc., and to disseminate it through any media now known or hereinafter devised, and all of the results and proceeds thereof in whatever stage of completion as may exist from time to time, together with the rights generally known as the "moral rights of authors" and more specifically termed "special right of authors" as incorporated under the Section 57 of the Copyright Act, 1957. The First ownership right of the content(s) produced in pursuant to this MoU herein shall reside with the Second Party. The content that is produced with the collective efforts of the Parties shall be accorded with collective ownership rights.

7. Notice

7.1. In order to carry out and fulfil the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities.

7.2. Contact Information

	FIRST PARTY	SECOND PARTY
Name:	Prof. (Dr.) Kanu Priya	Mr Himanshu Gupta
Authorized representative:	_____	
Position:	Acting Dean, School of	Director





Law

Address: Golf Course Road, Sector 55, Gurugram UG6, MGF Metropolis Mall, Gurugram

Telephone: +91-9999216377 +91-9971490079

E-mail: Kanupriya@ansaluniversity.edu.in himanshu@lawyered.in

#### 8. Force Majeure

In the event of non-fulfilment of the MoU terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, unforeseen events like Epidemic/ Pandemic, lockdown restrictions placed by the Government or local authorities etc. neither Parties shall be held responsible for any loss or consequential loss.

#### 9. Indemnity

9.1. The First Party hereby agrees jointly and severally to indemnify other Party, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

9.2. Similarly, the Second Party shall be liable to indemnify/compensate the First Party in case of any neglect, default, breach, non-observance, non-performance etc. in connection with the work being carried out in pursuance of the present MOU.

#### 10. Liabilities

Both the parties would not use any pirated content and would operate in compliance with the law of the land. In case either party uses pirated content then the other party would have the option of terminating the MOU with immediate effect.

#### 11. Dispute Resolution

In the event of any dispute in connection with this Agreement, the parties hereto shall make efforts to negotiate and resolve such disputes under principles of good faith and honesty. Where the parties fail to resolve the dispute by negotiation with 30 days, they shall submit to arbitration. The Sole Arbitrator shall be mutually decided by both parties within 30 days from the date at which the issue was being raised or brought to attention in writing by either party. The Seat of Arbitration will be at Gurgaon, Haryana. The language of the proceedings will be English. The Cost of the arbitration will be borne by both the parties in equal proportions or as decided by the arbitration tribunal. For any other matter, the Courts in New Delhi or Gurgaon would have the jurisdiction to entertain the

Private and Confidential

www.lawyered.in | info@lawyered.in

suit.

**12. Amendment to the Agreement**

The obligation of either Party has been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing by giving a prior notice of sixty days executed by duly parties or respective authorized representatives.

**13. Relationship of parties**

Either party shall be collaborators working independent of each other, without acting as Agent, Partner, or being involved in a Joint Venture.

**14.** This MoU shall be governed by the laws of India, and the courts at Gurgaon, Haryana shall have the exclusive jurisdiction with respect to any matters arising in relation to this MoU.

**15.** If any provision of this Agreement shall be determined to be illegal or unenforceable, such provision, to the extent it shall be illegal or unenforceable, shall be deemed severed from this Agreement and shall be substituted by a reasonable provision to be mutually agreed upon.

**16.** The First Party herein shall not assign its rights and obligations in whole or in part hereunder without the prior written consent of the other Party.

**17.** The failure to exercise any of the right(s) provided in this Agreement shall not be a waiver of prior or subsequent rights.

IN WITNESS THEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

**Sushant University (Erstwhile Ansal University)**

By:  (Signature)

**Print Name: DR. SANJEEV KUMAR SHARMA**

**Title: REGISTRAR**

**Address: Golf Course Road, Sector 55, Gurugram 122003**

Date: 12-Dec-2020 ("Effective Date")

**Sproutech Solutions Pvt Ltd**

By:  (Signature)

**Print Name: HIMANSHU GUPTA**

**Title: DIRECTOR**

**Address:**  
Ground Floor (UG-006), MGF Metropolis Mall,  
Mehrauli-Gurgaon Rd, Sector 28, Gurugram,  
Haryana 122002

Date: 7-Dec-2020 ("Effective Date")





# ANNEXURE - A

## DELIVERABLES AND COMMERCIALS

### 1. Deliveries:

Deliverables	Details
1.1. Virtual Legal Roadshow	<ul style="list-style-type: none"><li>• 6 (Customized)</li></ul>
1.2. Internship to the Students	<ul style="list-style-type: none"><li>• Free Screening Test</li><li>• Assured Internships to the top 20% candidates***</li></ul>
1.3. Content Publishing	<ul style="list-style-type: none"><li>• Yes (Unlimited)*</li></ul>
1.4. Placement Training	<ul style="list-style-type: none"><li>• Yes (By Industry Experts)**</li></ul>
1.5. Virtual Moot Courts	<ul style="list-style-type: none"><li>• Three</li></ul>
1.6. Student Discovery	<ul style="list-style-type: none"><li>• Premium</li></ul>
1.7. Virtual Guest Lecture	<ul style="list-style-type: none"><li>• Eight (Customized)**</li></ul>
1.8. Faculty Outreach	<ul style="list-style-type: none"><li>• Four</li></ul>

\* as per the TAT and SLA defined by the SECOND PARTY

\*\* as per the experts provided by the SECOND PARTY

\*\*\* registration on the platform is mandatory

For Tailor-Made courses / University Certificate Courses on Law-Ed, will be discussed as per the requirement and agreed to commercials

2. **Commercials:** The SECOND PARTY shall charge INR 10,000/- (plus GST) per annum for the services listed above. However, for the first year, a 50% discount will be provided for the registration done before 30 Nov 2020.



Bond



**Indian-Non Judicial Stamp  
Haryana Government**



Date :03/03/2021

Certificate No. G0C2021C492

GRN No. 74119589



Stamp Duty Paid : ₹ 101  
(Rs. Only)

Penalty : ₹ 0  
(Rs. Zero Only)

**Deponent**

Name: Sushant University Erstwhile ansal university

H.No/Floor : 00

Sector/Ward : 55

Landmark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*72



Purpose : Agreement to be submitted at Concrend office

**MEMORANDUM OF UNDERSTANDING**

Between

**Sushant University (Erstwhile Ansal University), Gurugram**

And

**UniConverge Technologies Pvt. Ltd. (UCT), Noida**


AGREEMENT

FOR

TRAINING, EDUCATION, RESEARCH AND DEVELOPMENT

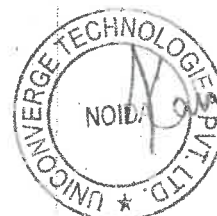
OF

STUDENTS

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

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





**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**SUSHANT UNIVERSITY (Erstwhile ANSAL UNIVERSITY), GURUGRAM**  
**AND**  
**UNICONVERGE TECHNOLOGIES PRIVATE LIMITED**

This Memorandum of Understanding ("MOU") entered into effective as of Date: 29/12/2020 by and between:

UNICONVERGE TECHNOLOGIES PRIVATE LIMITED, a private limited company having its registered office at C-56/11, Sector-62, Noida, Uttar Pradesh—201309, and hereinafter unless the context otherwise requires be referred to as "UCT"

And

Sushant University (Erstwhile Ansal University), located at Golf Course Road, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003 India and hereinafter unless the context otherwise requires be referred to as "Sushant University"

**Now therefore this MOU witnesses:**

This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain understandings, is effective as of the later of the dates in the signature block ("Effective Date"), and is made and entered into by and between UCT and SUSHANT UNIVERSITY.

In furtherance of their mutual interest in the fields of training, education, research and development, and as a contribution to increased national cooperation, the UCT having its registered address at C-56/11, Sector-62, Noida, Uttar Pradesh—201309, Sushant University having its registered address at Golf Course Road, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003, India.

**ASSOCIATION**

The MOU between the parties involves collaboration between the UCT and the Sushant University, in related disciplines.

1. SUSHANT UNIVERSITY and UCT agree to jointly conduct programs/courses for the participants with suitable background. The fee structure chargeable to participants would be arrived at based on mutual discussion between UCT and SUSHANT UNIVERSITY.





**Revenue Sharing in regular SUSHANT UNIVERSITY Courses** As per Sushant University suggestion to share Rs 1,00,000 (One lac) excluding GST per student (B.Tech), has been conditionally agreed by UCT.

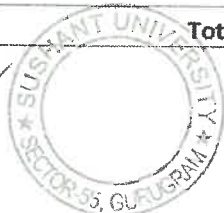
Conditions:

- After 1 year of this collaboration, in case, provided resources cost is not business favorable to UCT, both parties can discuss again to fulfill both parties business interest.
  - Any Lab setup/ HW/SW support by UCT will be extra than above shared revenue.
  - Any additional services than training will be at extra cost (beyond the courses mentioned in point 7).
2. **SUSHANT UNIVERSITY** authorizes **UCT** to recommend Industries that would be interested in placement at **SUSHANT UNIVERSITY**. If required, **SUSHANT UNIVERSITY** will issue a letter mentioning the same.
  3. **UCT** can help **SUSHANT UNIVERSITY** in admissions by using its network.
  4. **SUSHANT UNIVERSITY** will make the payment to **UCT** year wise in two installments [First installment of 60% at beginning of the course and second installment of 40% in mid of the year.
  5. **SUSHANT UNIVERSITY** and **UCT** are permitted to issue media publicity for the purpose of publicizing the partnership arrangement and courses that are jointly offered by the **UCT** and **SUSHANT UNIVERSITY**.
  6. **UCT** and **SUSHANT UNIVERSITY** may run the courses online self-paced, online instructor led or a hybrid of the three mechanisms – Physical, online instructor Led, and Self-Paced Online. This will be agreed upon by both the parties before launching a batch.
  7. **UCT** and **SUSHANT UNIVERSITY** will collaborate for following courses:
    - i. B. Tech. in EC with “IoT and 5G” Specialization.
    - ii. B. Tech. in EC with “Applied ML with Embedded System”
    - iii. M. Tech. with “IoT and 5G” Specialization.
    - iv. M. Tech. with “VLSI” Specialization.
    - v. M. Tech. in EC with “Applied ML with Embedded System”.

Below are subject that UCT experts can take. These can be modified (added/removed) as per Sushant University management feedback.

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

	Semester	Course	Credit
B.Tech. (IoT & 5G)	3rd Sem	Basic Embedded Systems with IoT Theory + Lab	4
	4th Sem	Advance Embedded Systems Lab - I	1
	5th Sem	Advance Embedded Systems Lab - II	1
	5th Sem	Internet of Things-I Theory + Lab	3+1
		Cloud Computing	3
	6th Sem	Advances in Mobile Communication	3
		Internet of Things-II Theory + Lab	3+1
	6th Sem	Machine Learning I	3
		Principles of 4G & 5G Networks	2
	8th Sem	5G Systems & Technologies	3
<b>Total</b>			<b>28</b>





	Semester	Course			
<b>B.Tech. (IoT&amp;5G)</b>	1st Sem	Advance Embedded Systems IoT Architecture and Protocols			
		Wireless System Architecture			
		Lab-IoT-1			
			Lab-5G-1		
	2nd Sem	IoT Protocols and Web server			
		Key Concepts, Features and Applications of 5G Technology			
		Cellular System design LPWAN			
		Lab-IoT-2 Lab-5G-2			
	3rd Sem	5G Architecture and Security 5G Core Network and Call Flow			
		Cloud computing and Platforms			
		5G Deployment Challenges			
	4th Sem	Mentorship in Project/Dissertation			

8. Both **SUSHANT UNIVERSITY** and **UCT** are permitted to promote the courses and events on its websites and other media channels. Master creatives shall be mutually approved by both the parties.
9. For mutually agreed programs **SUSHANT UNIVERSITY** is permitted to collect fees payment through its platform using the online/offline payment gateway. Information of the registered candidates shall be accessible to **UCT** if needed.
10. **UCT** is authorized and permitted to use **SUSHANT UNIVERSITY** logo and name in the publicity/promotions and course related promotional and marketing purposes for jointly agreed courses.

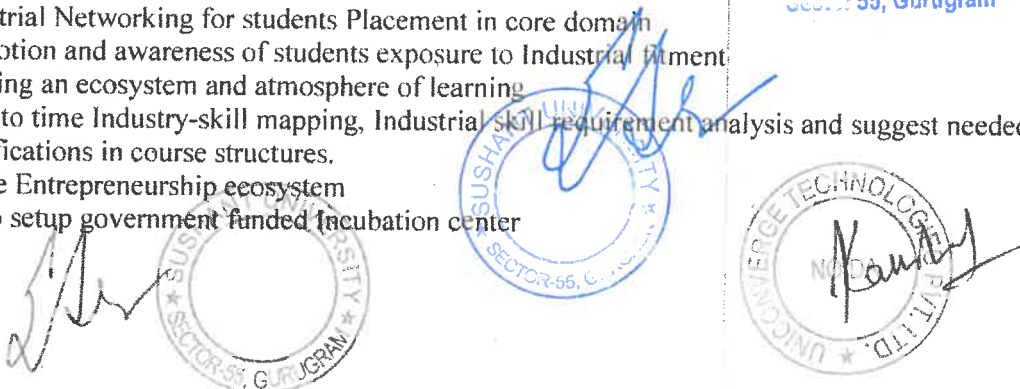
**The two organizations shall also seek to promote:**

1. Industry-specific training programs or courses should be promoted and hosted by **SUSHANT UNIVERSITY** with active participation of the **UCT**.
2. Participation in development of the courses and training modules for enhancing the employability for the registered participants of **SUSHANT UNIVERSITY**.
3. Cooperation in projects, research activities of mutual interest.
4. Participation in seminars, colloquia, and other types of academic discussions.
5. Co-branding of the academy wherever applicable.

**UCT will additionally support in:**

1. Industrial Visit for students
2. Industrial Networking for students Placement in core domain
3. Promotion and awareness of students exposure to Industrial fitment
4. Creating an ecosystem and atmosphere of learning
5. Time to time Industry-skill mapping, Industrial skill requirement analysis and suggest needed modifications in course structures.
6. Create Entrepreneurship ecosystem
7. Try to setup government funded Incubation center

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



### Implementation

The implementation of cooperation based on this Memorandum shall be dealt with between both the organizations. Where necessary, a specific plan shall be worked out for each activity setting forth detailed arrangements for collaboration. Such plans shall be subject to the approval of the appropriate authorities of each organization. To facilitate the development of such plans, each organization shall nominate a member of its staff to coordinate activities arising under this MOU. Such plans shall be mutually agreed by the Parties in writing.

### Confidentiality

Both parties agree and undertake to keep confidential at all times any information and/or data that may be exchanged, acquired and/or shared in connection with the area of cooperation as mentioned above in ARTICLE I (B.1) unless otherwise the same information already exists in the public domain.

The obligations in Clause do not apply to Confidential Information which, as shown by reasonably documented proof (a) was in the receiving Party's possession prior to its receipt from the disclosing Party and not subject to a confidentiality obligation to the disclosing Party or (b) was received by receiving Party in good faith from a third party not subject to a confidentiality obligation to the disclosing Party; or (c) now is or later becomes publicly known through no breach of confidentiality obligation to the disclosing Party; or (d) is authorized in writing by the disclosing Party to be released or is designated in writing as no longer being confidential or proprietary; or (f) is required to be disclosed by law or court order or by any governmental or statutory authority (provided that the disclosing party shall promptly notify the receiving Party of any such requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure).

**Equitable Relief** – Both parties acknowledge that any violation of this MoU will cause irreparable harm and injury to the disclosing Party and the disclosing party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.


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



### Term

The Memorandum shall remain in force for a period of 4 (four) years commencing from the date of signing and may be renewed by mutual consent. Upon renewal, both parties shall select either to proceed with the existing or new terms of understanding.

### Termination

Both the UCT and Sushant University reserve the right to terminate this Memorandum by either party giving 2 (Two) months written notice to the other with some valid reason. In the event a party commits a material breach which is not cured within a period of Two (2) months of giving notice, the non-breaching party may terminate the MOU with immediate effect. Where such termination occurs, the provisions of this Memorandum shall continue to apply to ongoing activities until their completion i.e. any termination shall be without prejudice to and without any adverse effect on any ongoing batch of programs and the Parties shall act in good faith to ensure the successful continuance of all such batches until the expiry of the tenure of such batches.

### Arbitration

This MOU shall be governed, construed and interpreted according to the laws of India and the courts at New Delhi shall have sole and exclusive jurisdiction in relation to matters and/or disputes arising out of this MOU. In the event of any dispute or difference at any time arising between the parties relating to this association or any other clause (s) or any content of the right and liabilities of the parties or other matters specified therein or with reference to anything arising out of the consultancy or otherwise in relation to the terms, whether during the consultancy or thereafter, such dispute or difference shall be endeavoured and resolved by mutual negotiations. If, however, such negotiations are infructuous the dispute should be finally settled through arbitration and conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award. The place of arbitration could be New Delhi, as chosen by the party initiating arbitration.

### Miscellaneous

1. This MOU together with its Annexures constitutes the entire agreement between the Parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this MOU. No modifications shall be made to this MOU unless in writing and signed by authorized representatives of the Parties. Certain other miscellaneous provisions are covered under Annexure I to this MOU.

“This MOU together with its Annexure constitutes the entire Agreement between the Parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this MOU”.

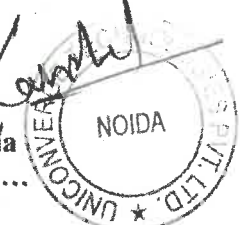
2. “No modifications shall be made to this MOU unless in writing and signed by Authorized Representatives of the Parties.”



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



The UCT and the SUSHANT UNIVERSITY welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above. There will be four copies of this Memorandum equally valid, two for each party, effective from the date of its signing.

<p><b>UniConverge Technologies Pvt Ltd</b></p> <p><i>Kaushlendra Singh Sisodia</i>    <b>Kaushlendra Singh Sisodia</b>          .....  <b>Director</b>          .....  <b>Name and Designation</b></p> <p>1. <i>Rishabh Kumar</i>  <b>Witness</b></p> <p>2. <i>Dr. Anil</i>  <b>Witness</b></p> <p><b>Date: 29/12/2020</b></p>	<p><b>SUSHANT UNIVERSITY GURUGRAM</b></p> <p><i>Dr. Sanjeev Kumar Sharma</i>          .....  <b>Dr. Sanjeev Kumar Sharma</b>          .....  <b>Registrar</b>          .....  <b>Name and Designation</b>  <i>Latika</i>  <b>LATIKA SINGH</b>  <b>PROFESSOR</b></p> <p>3. <b>Witness</b></p> <p>4. <i>Dr. Sudipto Sasmal</i>  <b>Witness</b>          Dr. Sudipto Sasmal          Dean, SET</p> <p><b>Date: .....</b></p>
---	---



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

**ANNEX I to the Memorandum of Understanding**

**Between**

**SUSHANT UNIVERSITY, GURUGRAM**

**And**

**UniConverge Technologies Pvt. Ltd. (UCT), Noida**

**TRAINING, EDUCATION, RESEARCH AND DEVELOPMENT**

**I. Definitions:**

- 1.1. **“Content”** means any information, data, case studies, works of authorship or other materials delivered in text, photographic, audio, visual or audio-visual format, power point presentations, lectures and materials, assessments and syllabi.
- 1.2. **“Intellectual Property Rights”** or **“IPR”** means all worldwide rights of IP, to and under copyrights, copyright registrations and applications; trademarks (including trade dress, service marks, device and trade names), trademark registrations and applications, domain names; patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable; trade secrets, author rights, moral rights, rights in goodwill; and other proprietary rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof.
- 1.3. **“Program”** means an online/offline educational Program created by the SUSHANT UNIVERSITY in consultation with UCT, in compliance with the regulatory norms and statutory rules and regulations of concerned authorities and statutory bodies applicable at the relevant time and under this MOU and any other Programs that UCT and the SUSHANT UNIVERSITY may create as may be mutually agreed, and shall include any variations or abridged versions of the same. Launch of any new Programs under this MOU, as may be mutually agreed by the parties, may be issued in writing by both Parties from time to time (emails permitted).
- 1.4. **“Program Content”** means all the final Content of a Program published on the Platform, and shall include without limitation:
- (a) Short recorded texts, audios and case studies;
  - (b) Power Point Presentations, PDFs (portable document format) incorporating formative assessments and final edited videos;
  - (c) The graphics, over lays, special and audio-visual effects, scripts used to create/shoot the videos
  - (d) Industry projects and case studies;
  - (e) Set of assessments (including but not limited to quizzes, assignments, tests, projects, and proctored examinations) spread through the duration of a Program; and
  - (f) Live lectures.

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



- 1.5. "Start Date" shall mean the start date of the first Batch of a Program, wherein access is provided to the Program hosted on the Platform.
- 1.6. "Student(s)" means students who have enrolled for a Program and shall include students designated by Institutions who have enrolled for a Program or any part thereof.
- 1.7. "UCT Faculty" shall mean non-SUSHANT UNIVERSITY guest faculty from academia and industry appointed by UCT, including employees and consultants of UCT.
- 1.8. "UCT Raw Data" means all express contributions by the UCT Faculty to be used in developing the Program Content; and shall include without limitation all pre-existing relevant data / content owned by UCT, footage of UCT Faculty, Program relevant educational material including without limitation, all power point presentations, notes, assignments, assessments, case studies, scripts, videos, animations, graphics, research papers or Content derived from pre-existing Programs of UCT, to be used to develop the Program Content.

## II. PAYMENT PROCESS

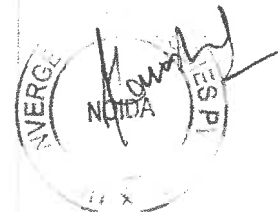
- (a) The Program Fees, plus the applicable indirect taxes at the time of occurrence of every Batch, shall be payable by the Student to the designated bank account of Sushant University, Gurugram, through the payment gateway or by any other mode of payment, as may be made available to the Students.
- (b) In consideration of UCT's fulfilment of the covenants, obligations, representations, and warranties under this MOU, UCT shall be entitled to the UCT Fees. SUSHANT UNIVERSITY shall make payment of the UCT Fees after the end of each batch. UCT shall invoice the SUSHANT UNIVERSITY within 15 days after the end of each batch for the UCT Fees on the basis of amount received in the current batch.
- (c) UCT shall raise a valid invoice for the UCT Fees in the form of "Professional Fees". The SUSHANT UNIVERSITY shall make payment of invoices within 30 days of receipt after deducting applicable withholding taxes.
- (d) If there are refunds in future, the UCT shall refund the UCT Fees to SUSHANT UNIVERSITY or the Parties may mutually agree to set off the same against future payments but before the closure of the financial year.

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

## III. INDEMNITY

Each Party shall indemnify, defend and hold harmless the other Party from and against any claims, demands, lawsuits, liabilities, loss, costs or expenses, judgments, settlements and penalties of every kind arising from or relating to any actual breach of any of its representation and warranties and obligations and covenants as provided in this MOU. In no event either Party shall be liable to the

*Thakur*





other Party for any, indirect, special, incidental and consequential, punitive or exemplary damages. Neither Party's liability shall exceed the SUSHANT UNIVERSITY Fees in the one year period prior to the date of breach.

#### IV. DATA PROTECTION

The parties undertake to comply with the relevant data protection laws and regulations and keep personal data secure and only use such data in accordance with such applicable data protection laws and regulations.

#### V. FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under this MOU as a result of natural disasters, actions or decrees of government bodies, communication line failures not due to the fault of the affected Party, or any other delay or failure which arises from causes beyond a Party's reasonable control (hereafter referred to as a "**Force Majeure Event**"), the Party whose performance has been so affected shall not be liable for such non-performance but shall promptly give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this MOU shall be temporarily suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give a written notice to terminate this MOU.

#### VI. NOTICES

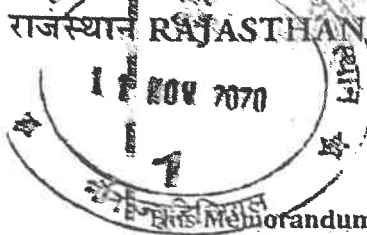
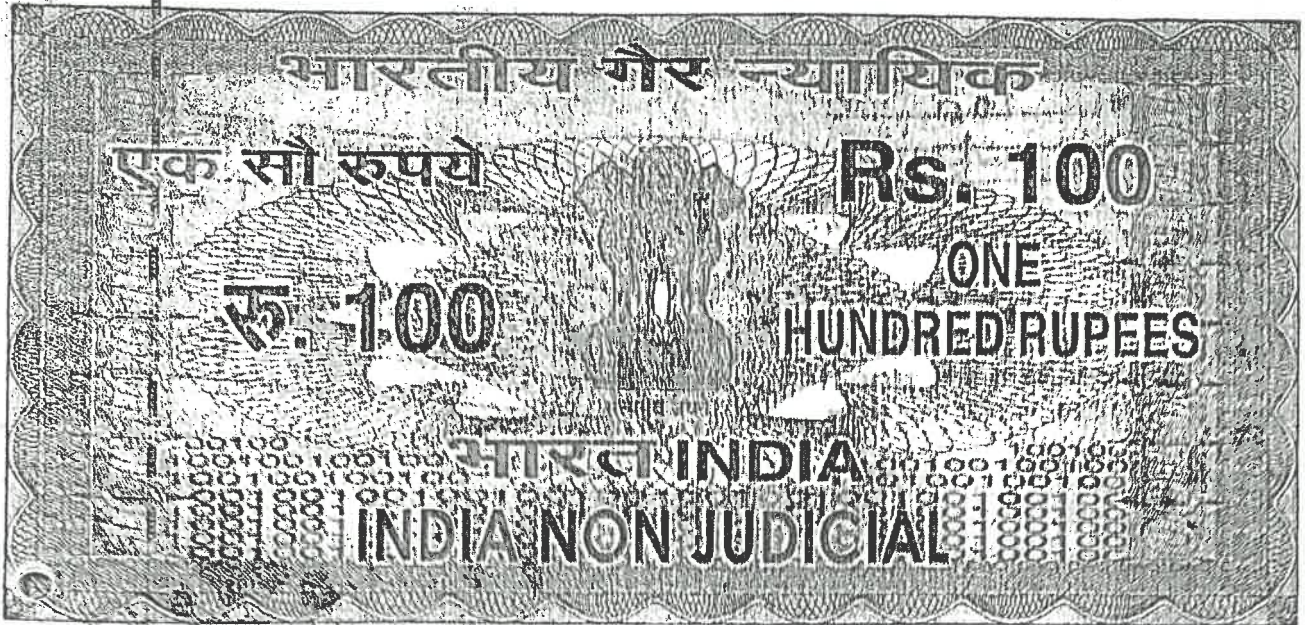
Any notice given under this MOU shall be in writing and in the English language and shall be served on any of the Parties at its address set out in this Clause, or at such other address as the Party shall have previously notified to the other in accordance with this Clause, either by personal hand delivery or courier delivery or by pre-paid air mail letter, registered post receipt requested or by electronic mail. Any such notice shall take effect on the date on which it was received at the address to be served which in the case of personal delivery, shall be at its actual receipt; in case of courier delivery or by pre-paid air mail letter or registered post, shall be the day of actual receipt (as confirmed by the service provider); and in the case of electronic mail, shall be deemed to be on the actual receipt.

The addresses and emails of the Parties for the purpose of this Clause are as follows:

Sushant University      To the attention of : **The Registrar, Sushant University**  
**Address:** Golf Course Road, Huda, Sushant Lok 2, Sector 55,  
Gurugram, Haryana 122003  
**Email id:** info@sushantuniversity.edu.in

Industry                      To the attention of: **Kaushendra Singh Sisodia**  
Partner                      **Address:** C-56/11, Sector-62, Noida, Uttar Pradesh—201309  
**Email id:** kaushal@uniconvergetech.in





BD 136066

Memorandum of Understanding (hereinafter referred to as "MoU") made and entered into on 30<sup>th</sup> December 2020 by and between:

(1) ImaginXP™ a brand trademarked under Giggle Galaxy Private Limited a company having its corporate office at Office No. 401, 4th Floor, Golden Empire, Opposite Syngenta, Baner, Pune, Maharashtra - 411045, India (hereinafter referred to as the "IMAGINXP™")

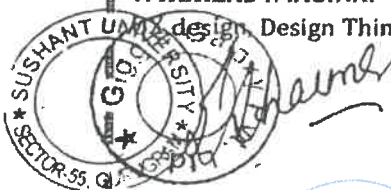
AND

(2) Sushant University having its office at Sector 55, Golf Course Road, Gurgaon, Haryana - 122003 (hereinafter referred to as "Sushant University").

IMAGINXP™ and the SUSHANT UNIVERSITY shall be individually referred to as "Party" and collectively as "Parties"

WHEREAS SUSHANT UNIVERSITY is a Premier Private University in the country and provides education to 3500+ students. SUSHANT UNIVERSITY is committed to creation of a state of art centre of excellence in UX design and other future skills to provide career ready courses to students in User Experience Design and future skills including robotics, automobile design, game and animation, construction management, FinTech, Entrepreneurship etc.

WHEREAS IMAGINXP™ is a curriculum, teaching and certification organization in the field of UX design, Design Thinking and Future Skills that has been training professionals, corporates



Dean  
School of Business  
Sushant University  
Sector 55, Gurgaon Haryana

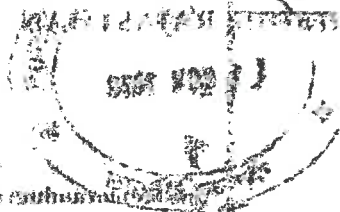


25 NOV 2020

संख्या 6281 विक्रम पुस्तकालय  
मुद्रांक का मूल्य 100  
मुद्रांक का नाम  
पिता/पति का नाम  
निवास स्थान  
मुद्रांक खरीदने का आशय (विद्यार्थी/सामाजिक)  
कार्य का सूचकांक

संस्था: प्रकाश प्रकाश  
संस्था का पता: 3410-11  
D-340, भारतीय नगर, जयपुर

1. मुद्रांक का नाम	2. मुद्रांक का मूल्य
3. मुद्रांक खरीदने का आशय	4. मुद्रांक खरीदने का स्थान
5. मुद्रांक खरीदने का तिथि	6. मुद्रांक खरीदने का समय
7. मुद्रांक खरीदने का स्थान	8. मुद्रांक खरीदने का समय



Dean  
School of Business  
Sri Devi University  
Sector 53, Faridkot  
Punjab

*[Handwritten signature]*

and students. As one of the premier UX and future skills focused organizations in the country, IMAGINXP™ is at the helm of bringing about a design, future skill and digital revolution to make India a Global Design and Digital Future Skill Destination. With training centres across the country, IMAGINXP™ has worked with various colleges, universities, corporates, mid-level management and senior management on design modules that include Design Thinking, User Experience Design, designing for, mobile, creating and leading a UX team and future skills courses over the last many years.

WHEREAS SUSHANT UNIVERSITY is inclined to enter into a collaboration with IXP to create a state of art centre of excellence and provide industry relevant courses to student.

WHEREAS IMAGINXP™ is willing to enter into collaboration to create a state of art centre of excellence and provide industry relevant courses to students in SUSHANT UNIVERSITY

**1. DEFINITIONS**

As used in this MoU, unless expressly otherwise stated, the following terms shall have the meanings defined below:

**"Confidential Information"** shall mean and include any and all current and future curriculum information, case studies, assignments, projects, frameworks, question bank, upcoming course details and any other sensitive information to the extent of being communicated between the Parties whether in written, electronic, website-based, or other form;

**"Intellectual Property"** shall mean patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information;

**2. PURPOSE**

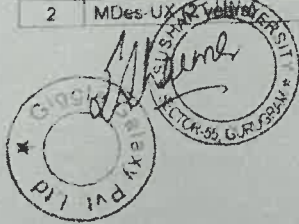
The purpose behind executing the present MOU is for facilitating collaboration between the Parties, exclusively for the courses mentioned above with SUSHANT UNIVERSITY.

This MoU gives exclusivity to SUSHANT UNIVERSITY for the first batch of the mentioned degree courses in Gurgaon.

**3. COMMENCEMENT OF PROGRAMS & ELIGIBILITY FOR ADMISSION:**


SUSHANT UNIVERSITY will create new programmes subject to the approval of the regulatory bodies, if any, from upcoming session to run these courses. The eligibility for admission in degree programs will be as follows -

S. No.	Name of the Course	Eligibility
1	BDes-UX (4 years)	Min 50% marks in class XII
2	MDes-UX (2 years)	Min 50% marks in Graduation







Dean  
School of Design  
Strategic Priority  
Program Haryana  




and students. As one of the premier UX and future skills focused organisations in the country, IMAGINXP™ is at the helm of bringing about a design, future skill and digital revolution to make India a Global Design and Digital Future Skills Destination. With training centres across the country, IMAGINXP has worked with various colleges, universities, corporates, mid-level management and senior management on design modules that include Design Thinking, User Experience Design, designing for mobile, creating and Leading a UX team and future skills courses over the last many years.

WHEREAS SUSHANT UNIVERSITY is inclined to enter into a collaboration with IXP to create a state of art centre of excellence and provide Industry relevant courses to students;

WHEREAS IMAGINXP™ is willing to enter into collaboration to create a state of art centre of excellence and provide industry relevant courses to students in SUSHANT UNIVERSITY

**1. DEFINITIONS.**

As used in this MOU, unless expressly otherwise stated, the following terms shall have the meanings defined below:

"Confidential Information" shall mean and include any and all current and future curriculum information, case studies, assignments, projects, frameworks, question bank, upcoming course details and any other sensitive information to the extent of being communicated between the Parties whether in written, electronic, website-based, or other form;

"Intellectual Property" shall mean patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information;

**2. PURPOSE.**

The purpose behind executing the present MOU is for facilitating collaboration between the Parties, exclusively for the courses mentioned above with SUSHANT UNIVERSITY.

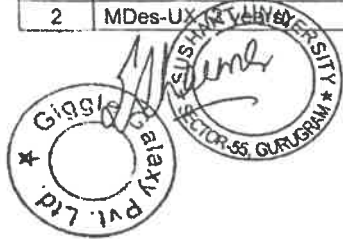
This MOU gives exclusivity to SUSHANT UNIVERSITY for the first batch of the mentioned degree courses in Gurugram.

**3. COMMENCEMENT OF PROGRAMS & ELIGIBILITY FOR ADMISSION:**

SUSHANT UNIVERSITY will create new programmes subject to the approval of the regulatory bodies, if any, from upcoming session to run these courses

The eligibility for admission in degree programs will be as follows -

S. No.	Name of the Course	Eligibility
1	BDes-UX (4 years)	Min 50% marks in class XII
2	MDes-UX	Min 50% marks in Graduation



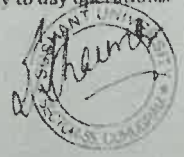
Dean  
School of Business  
Sushant University  
Sector-55 Gurugram Haryana

3	BBA FinTech & Digital Banking (3 years)	Min 50% marks in class XII
4	MBA in Disruptive Entrepreneurship (2 years)	Min 50% marks in Graduation

**4 RESPONSIBILITIES**

**4.1 RESPONSIBILITIES OF SUSHANT UNIVERSITY:**

- a) SUSHANT UNIVERSITY shall be responsible for admissions, enrolment, conduct of examination, publishing of results, issue of marks card, award of Degree and other administrative responsibilities as per Sushant University Academic Ordinance.
- b) Shall Provide all necessary infrastructure for running the course, such as:
  - 1. Classrooms – should be able to accommodate the batch size as per decision of SUSHANT UNIVERSITY and IMAGINXP™. All classes must be equipped with projector, AV Facility and whiteboard
  - 2. Computer lab for students – One dedicated computer Lab for the course with necessary required software licenses.
    - a. **Hardware requirements** – Computer systems compatible for required software.
    - b. **Software requirement**
      - i. Azure RP tool – For Wireframing & prototyping
      - ii. Adobe Illustrator
      - iii. Adobe Photoshop
    - c. **Other peripherals**
      - i. Printers
      - ii. Scanners
      - iii. Multimedia Equipment -Speakers & Microphones
  - 3. E-mail and internet facilities for faculty and students
  - 4. Appropriate cabins and working space / cabins for faculty
  - 5. On the days of admission, a table will be provided for counselling for IMAGINXP™ along with any other support required for counselling of students
  - 6. Required content/books/journal/publications will be added to the library as suggested by IMAGINXP™ in a phased manner.
  - 7. IMAGINXP™ needs to send the list of books for the academic year.
  - 8. Support from examination and academics department for smooth running of the course.
  - 9. Support in printing of all required reading material, class materials and assignments
  - 10. Any other special requirement related to infrastructure which is recommended by IMAGINXP™ for the successful delivery of the program as per prevailing norms of SUSHANT UNIVERSITY. Same needs to be finalised and confirmed within 3 months of commencement of the first program
- c) Shall intimate the exact number of admissions to IMAGINXP™, upon completion of the admission cycle by 30<sup>th</sup> September in case of degree programs.
- d) Appoint a course coordinator / Dean / HoD for smooth running of the course and day to day operations.



Dean  
School of  
Management  
Sushant University  
Gurgaon, Haryana



3	BBA FinTech & Digital Banking (3 years)	Min 50% marks in class XII
4	MBA in Disruptive Entrepreneurship (2 years)	Min 50% marks in Graduation

#### 4 RESPONSIBILITIES

##### 4.1 RESPONSIBILITIES OF SUSHANT UNIVERSITY:

- a) SUSHANT UNIVERSITY shall be responsible for admissions, enrolment, conduct of examination, publishing of results, issue of marks card, award of Degree and other administrative responsibilities as per Sushant University Academic Ordinance.
- b) Shall provide all necessary infrastructure for running the course, such as:
  1. Classrooms – should be able to accommodate the batch size as per decision of SUSHANT UNIVERSITY and IMAGINXP™. All classes must be equipped with projector, AV Facility and whiteboard.
  2. Computer lab for students – One dedicated computer Lab for the course with necessary required software licenses.
    - a. Hardware requirements – Computer systems compatible for required software.
    - b. Software requirement –
      - i. Azure RP tool – For Wireframing & prototyping
      - ii. Adobe Illustrator
      - iii. Adobe Photoshop
    - c. Other peripherals
      - i. Printers
      - ii. Scanners
      - iii. Multimedia Equipment -Speakers & Microphones
  3. E-mail and internet facilities for faculty and students.
  4. Appropriate cabins and working space / cabins for faculty.
  5. On the days of admission, a table will be provided for counselling for IMAGINXP™ along with any other support required for counselling of students.
  6. Required content/books/journal/publications will be added to the library as suggested by IMAGINXP™ in a phased manner.
  7. IMAGINXP™ needs to send the list of books for the academic year.
  8. Support from examination and academics department for smooth running of the course.
  9. Support in printing of all required reading material, class materials and assignments.
  10. Any other special requirement related to infrastructure which is recommended by IMAGINXP™ for the successful delivery of the program as per prevailing norms of SUSHANT UNIVERSITY. Same needs to be finalised and confirmed within 3 months of commencement of the first program.
- c) Shall intimate the exact number of admissions to IMAGINXP™, upon completion of the admission cycle by 30<sup>th</sup> September in case of degree programs.
- d) Appoint a course coordinator / Dean / HoD for smooth running of the course and day to day operations.



Dean  
School of Business  
Sushant University  
Sector-55, Gurugram, Haryana





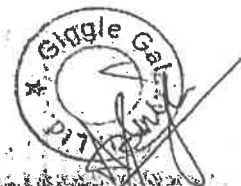
- e) Shall keep its website updated on the information pertaining to program offered by IMAGINXP™ with a mention of IMAGINXP™ as knowledge partner. IMAGINXP™ logo will be used in all marketing collateral and curriculum material in association with the above mentioned courses including website, print ads, TVC, Radio ads, admissions, material, prospective, course brochure as per IMAGINXP™ brand guidelines.
- f) Shall ensure the compliance of all government regulations and other important approvals required for running above mentioned course.
- g) Shall prepare a special hand-out / prospectus / admission brochure for programs to distinguish and market the program to prospective students.
- h) Publishing of all admission notification regarding the courses, marketed by the University.
- i) SUSHANT UNIVERSITY will be responsible for fulfilling exam data and managing backlog exams and related results.
- j) The guidelines will be jointly made and will be followed by both the parties for delivery of subjects in SUSHANT UNIVERSITY in letter and spirit.

#### 4.2 RESPONSIBILITIES OF IMAGINXP™

- a) IMAGINXP™ will appoint a single point of contact (Herein after referred to as "SPOC") as the academic course coordinator for the programs. The SPOC will be responsible for day to day operations and coordination for running of the course. In order to have better coordination and proper administrative control over the students:
  1. The SPOC will be in regular touch with the Director / Dean.
  2. A quarterly review meeting of SUSHANT UNIVERSITY officers, IMAGINXP™ officers, SPOC and HoD of the department must be held either in person or over a web call duly co-ordinated by HoD/CODE.
- b) IMAGINXP™ will support the University in admissions of the course. Will educate the Admission Team at all levels.
- c) IMAGINXP™ will provide lesson plans, assignments, quiz, reading materials, exercise sheets, workbooks to the students including classes of regular and backlog papers.
- d) Responsible for setting question paper, evaluation of exam paper and conducting jury as per University calendar including backlog papers.
- e) Any site visits, online courses, Guest lectures over and above agreed delivery terms would be extra for which no extra payment would be made to ImaginXP.
- f) The cost of travel, stay for such a visit will be provided by SUSHANT UNIVERSITY on pre-approval as per their University norms. However same should be pre-approved by the Director.
- g) IMAGINXP™ would ensure that faculty being deputed must be qualified and certified after training with IMAGINXP™. The Travel and stay arrangements for IMAGINXP™ faculty will be taken care by IMAGINXP™.
- h) Regular feedbacks from the students will be obtained both by SUSHANT UNIVERSITY and IMAGINXP™ and if there are any complaints/suggestions the same would be implemented without any delays.



Dean  
School of Education  
Sushant University  
Sec- Gurugram Haryana

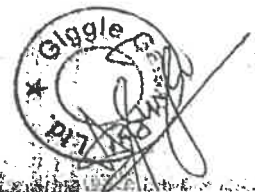




- i) The University reserves the right to ask IMAGINXP™ to replace any of its Faculty during any time of this agreement, which IMAGINXP™ would be liable to do at its own cost and risk provided show cause for such replacement.
- j) The program of study will be designed and compiled as per norms and standards of UGC. Further IMAGINXP™ would ensure that the students are exposed to the latest software and products, will invite top Faculty/Industry expert for Guest lectures, will arrange site visits and industry visits for the students. The profiles of the guest lectures would be approved by the University. Part of organizing these events, IMAGINXP™ would not be paid anything extra and the same would be part of their scope of services. Further IMAGINXP™ would ensure that the course and the program of study is of national and international standards and should be able to compete with any other similar program being offered in the country.
- k) International collaborations: In case if IMAGINXP™ collaborates in the present or future with a third party, then the same shall be intimated to the University, after which it would be the discretion of the University to enter into any such collaboration(s).
- l) Futuristic: Any modifications, innovations, improvisation, tests, etc. in this program which IMAGINXP™ devises in due course of time will automatically be covered at SUSHANT UNIVERSITY without any extra cost. Further IMAGINXP™ would ensure that it would not offer better technical terms or course structure for the said courses to any of its partner Institute or Centre in India. If SUSHANT UNIVERSITY learns about the same, it would be considered as a Breach.
- m) Shall follow the course curriculum approved by the Board of Studies (BOS) of SUSHANT UNIVERSITY.
- n) Will provide a member to attend BOS meetings. Remuneration if any for attending any meetings will be as per the norms of SUSHANT UNIVERSITY.
- o) Project reports submitted by the students as partial fulfillment of programs shall be the proprietary of SUSHANT UNIVERSITY. University agrees to allow IMAGINXP™ to use the student projects for academic and promotional purposes, appropriately cited to award credit to the student/s and Sushant University. However, UNIVERSITY reserves the right to amend/withdraw this clause, in case UNIVERSITY feels that same is not in the interest of students or UNIVERSITY.
- p) All evaluations by IMAGINXP™ must be in the SUSHANT UNIVERSITY campus only and all records, including Question Papers and Answer Booklets to be maintained on Campus.
- q) Assessments & continuous evaluation will be conducted by IMAGINXP™ faculty as per the existing policy of the university or as per changed Guidelines of University from time to time.
- r) IMAGINXP™ will be responsible for managing backlog exams including classes (irrespective of student nos.) for subjects taught by IMAGINXP™ faculty as per university guidelines.
- s) Shall provide support in projects, internships and placements.
- t) Shall provide each eligible student with fair number of chances to appear for an interview in University for final internship / placement in companies of National International good repute. The eligibility for placement will be as per

  
 Dean  
 School of  
 Studies  
 Gurugram

  
 Dean  
 School of  
 Studies  
 Gurugram

  
 Giggie  
 Ltd.

  
 Dean  
 School of  
 Studies  
 Gurugram



SUSHANT UNIVERSITY and in coordination with University placement department.

- u) Shall assist SUSHANT UNIVERSITY in preparing content for publicity materials for the above mentioned programmes and display in different media after ensuring that they are in conformity with the course. Such publicity should prominently display the IMAGINXP™ logo and such advertisement materials must be published only after joint approval of SUSHANT UNIVERSITY AND IMAGINXP™.
- v) It is mandatory for all faculty members of IMAGINXP™ to follow rules and regulations of SUSHANT UNIVERSITY.
- w) Attendance will be taken by IMAGINXP™ faculty for the subjects taught by them and entered/uploaded in University records/ERP system.
- x) Shall be responsible for preparing all re. log and training material for the subjects that IMAGINXP™ faculty will teach.
- y) IMAGINXP™ will recommend member of jury for the evaluation of the final year project of students. The jury members will be approved by SUSHANT UNIVERSITY and will be paid as per Sushant University norms.

#### 4 BATCH SIZE & STUDENT INTAKE

- a) The competent authority of SUSHANT UNIVERSITY will approve the number of seats in the said courses in consultation with ImaginXP and get approval for the same from regulatory authorities.
- b) SUSHANT UNIVERSITY and IMAGINXP™ will mutually decide the MoU for each year.

#### 5 EXAMINATION

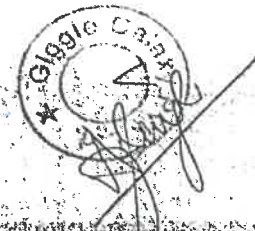
Examinations will be held in accordance with the rules and guidelines laid down by UGC and as per SUSHANT UNIVERSITY norms.

#### 6 MARKETING & PROMOTIONS

- a) The expenses for all marketing activities for admissions carried out by the University will be borne by SUSHANT UNIVERSITY as per the process followed at SUSHANT UNIVERSITY presently.
- b) IMAGINXP™ will support SUSHANT UNIVERSITY in any content requirement for creation of marketing collaterals related to this course.
- c) This MOU will give SUSHANT UNIVERSITY right to use and publicize the course and contents along with use of IMAGINXP™ and related logos.
- d) IMAGINXP™ will be responsible for training and mentoring of SUSHANT UNIVERSITY admissions and counselling teams on the MDES UX program and career opportunities after course completion. During counselling at least one member of IMAGINXP should be present at University campus/counselling centers.
- e) In no event shall a Party publicize or make any press releases in connection with this MoU or the services provided hereunder without the prior written approval of the other Party. However, either party is entitled to use the other as a reference, including displaying their trademark in marketing materials.



Dean  
School of Design  
Sushant University  
Sector 35, Gurugram, Haryana



*[Handwritten signature]*



## 7 REVENUE SHARE AND PAYMENTS

S. No	Name of the Course	Content	ImaginXP Share
1.	BBA-BX (4 years)	04 papers delivered by IXP in 4 years	10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course
2.	MBA-BX (2 years)	04 papers delivered by IXP in 2 years	10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course
3.	BBA-FinTech & Digital Banking (3 years)	All Subjects	10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course
4.	MBA in Operations & Entrepreneurship (2 years)	All Subjects	10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course 10% of the total fee of the course

- It is agreed that this fee will be applicable only for the 2020-2021 academic batch.
- The above fees will be revised at the start of each academic year in collaboration by both parties. The Fee payment schedule for each new academic year will be added as an addendum to this MoU.

### 8.2 PAYMENT TERM

- These rates are all inclusive of taxes.
- IMAGINXP™ will raise the invoice on 01st Sept and on 01st Feb every year based upon registrations of students studying the course for payment collectively for students. If there are any additional admissions after 01st September will be adjusted in the invoice raised on 01st Feb.
- In case of Back paper, the respective student will be allowed to attend classes with the regular batch, for which no extra charges / amount is payable to ImaginXP. In case of Back paper no fees is payable for re-assessment of papers.
- All invoices will be paid within 30 days of raising the invoice to SUSHANT UNIVERSITY.

### 9. Other related Points:

- Executive Body** - There will be a principal executive body that will ensure implementation of the content of this MOU and also provide clarity in case any new issue arises or any point is not covered in this MOU, the decision of this body would be final and binding. In case the members of IMAGINXP™ do not agree to any point, decision of the Vice Chancellor would be final and binding. For any matter of utmost importance the representative of IMAGINXP™ can represent to Chairman, BOG of SUSHANT UNIVERSITY. Further wherever there is change in any policy matter, financial matter, change in load distribution the recommendation of this body along with of respective



Dean  
School of Business  
Sushant University  
Sector-5, Gurugram Haryana



**7. REVENUE SHARE AND PAYMENTS**

S. No.	Name of the Course	Degree Courses	Content	ImaginXP Share
1	BDes-UX (4 years)		34 papers delivered by IXP in 4 years.	1 <sup>st</sup> yr - Rs. 84,000/ 2 <sup>nd</sup> yr - Rs. 1,23,036/ 3 <sup>rd</sup> yr - Rs. 1,46,760/ 4 <sup>th</sup> yr - Rs. 1,30,760/
2	MDes-UX (2 years)		10 papers delivered by IXP in 2 years.	1 <sup>st</sup> yr - Rs. 1,01,400/ 2 <sup>nd</sup> yr - Rs. 64,200/
3	BBA Fintech & Digital Banking (3 years)		All Subjects	00% of Sushant School of Business's Annual tuition Fees - depending on pro rata basis.
4	MBA in Disruptive Entrepreneurship (2 years)		All Subjects	15% of Sushant School of Business's Annual tuition Fees - depending on pro rata basis.

- a) It is agreed that this fees will be applicable only for the 2020-2021 academic batch.
- b) The above fees will be revised at the start of each academic year in collaboration by both parties. The Fee payment schedule for each new academic year will be added as an addendum to this MoU.

**8.2 PAYMENT TERM:**

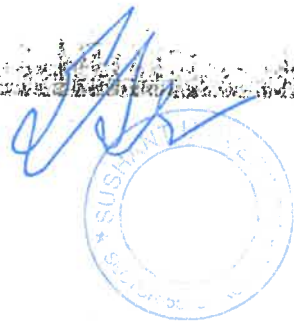
- a) These rates are all inclusive of taxes.
- b) IMAGINXP™ will raise the invoice on 01st Sept and on 01st Feb every year based upon registrations of students studying the course for payment collectively for students. If there are any additional admissions after 01st September will be adjusted in the invoice raised on 01st Feb.
- c) In case of Back paper, the respective student will be allowed to attend classes with the regular batch for which no extra charges / amount is payable to ImaginXP. In case of Back paper no fees is payable for re-assessment of papers.
- d) All invoices will be paid within 30 days of raising the invoice to SUSHANT UNIVERSITY.

**9. Other related Points:**

1. Executive Body - There will be a principal executive body that will ensure implementation of the content of this MOU and also provide clarity in case any new issue arises or any point is not covered in this MOU, the decision of this body would be final and binding. In case the members of IMAGINXP™ do not agree to any point, decision of the Vice Chancellor would be final and binding. For any matter of utmost importance the representative of IMAGINXP™ can represent to Chairman, BOG of SUSHANT UNIVERSITY. Further wherever there is change in any policy matter, financial matter, change in load distribution the recommendation of this body along with of respective



Dear Sir,  
Sincerely,  
[Signature]





statutory bodies would be forwarded to the Chairman, BOG, SUSHANT UNIVERSITY for final approval.

This body should at least meet twice a year. The constitution would be as follows:

- i. Vice Chancellor - Chairman
- ii. Director/Dean - Faculty of Arch and Design, SUSHANT UNIVERSITY.
- iii. SUSHANT UNIVERSITY SPOC of the program.
- iv. One Senior Faculty of SUSHANT UNIVERSITY, nominated by Vice Chancellor.
- v. Director of Giggle Galaxy Pvt. Ltd.
- vi. SPOC of Giggle Galaxy Pvt. Ltd.

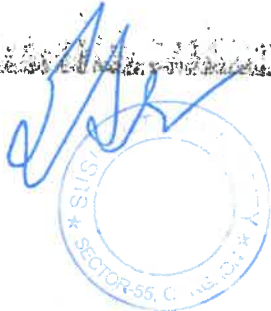
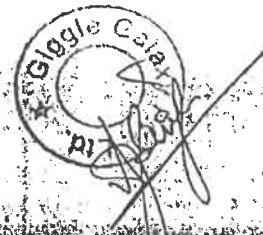
Executive committee must be effectively formulated to meet twice a year.

#### 10. CONFIDENTIALITY

a) Parties shall not disclose each other's Confidential Information to any third party without the prior consent of the disclosing Party. Parties shall not use each other's Confidential Information for any purposes other than for which such Confidential Information was disclosed.

b) Confidential Information shall not be afforded the protection of this MoU if such Information:

1. has been, is now, or later becomes publicly available through no fault of the Party receiving such Confidential Information;
2. has been, is now, or later becomes rightfully learned by the Party receiving such Confidential Information from a third party who is not under restriction or duty imposed by the Party disclosing such Confidential Information or applicable law;
3. has been, is now, or later is furnished to third parties generally by the Party disclosing such Confidential Information, if such disclosure is, or has been, made to third parties generally without similar restriction, duty or limitation of use;
4. was known to the Party receiving such Confidential Information prior to the date it received such Confidential Information from the Party disclosing the Confidential Information; or,
5. has been, is now, or later is independently developed by the Party receiving such Confidential Information without use of or resort to such Confidential Information, and can be so proven by written records.



Dean  
School of Business  
Sushant University  
Sector 55, Gurugram Haryana



## 11 INTELLECTUAL PROPERTY RIGHTS

Intellectual Property that belongs to IMAGINXP™ will continue to be in the sole ownership of IMAGINXP™. No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MoU. Any IP exchanged pursuant to this MoU shall be governed by the terms of a separate written agreement between the parties.

## 12 NON-SOLICITATION

SUSHANT UNIVERSITY shall not solicit, employ or attempt to employ or offer any employment or other form of services directly or indirectly either by itself or through its associates to any of the personnel of IMAGINXP™ who worked for the SUSHANT UNIVERSITY under this MoU without the prior written consent of IMAGINXP™.

## 13 INDEMNITY

Each party will indemnify the other party and its employees against any and all expenses, liabilities, losses, claims, damages and proceedings arising from complaints about courses or the Programme, or any other complaint of professional negligence arising in connection with the implementation of this MOU. Any claim for losses under this MOU shall be restricted to either party's aggregate liability arising out from this MOU.

## 14 FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligation under this MOU hindered or delayed by fire, flood, earthquake, elements of nature, epidemic and pandemic or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternative sources, workaroud plan or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If a Force Majeure Event continues for a continuous period exceeding 30 days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 days, either of the Parties shall have the right to terminate this MOU by giving the other Parties a notice of termination in writing.



Dean  
School of Business  
Sushant University  
Sector-55, Gurukulam, Gurgaon, Haryana



Examinations. The obligations of both the parties herein shall be the discharge of their responsibilities towards the completion of the set of students already admitted will continue to be in force until the completion of the Academic Year.

**20. AMENDMENT**

Subject to the operation of clause 19, the provisions of this Agreement shall be subject to any amendments which may be made in writing by the parties to this Agreement.

Notwithstanding to the above, the Agreement shall be subject to any amendments which may be made in writing by the parties to this Agreement.

**FOR SUSHANT UNIVERSITY**


**FOR DIGGLE GALAXY PVT LTD**


Name: Dr. Sandeep Kumar Singh  
Designation: Registrar  
Sushant University

Name: Abhijeet Singh  
Designation: Chief Academic Officer  
Diggle Galaxy Pvt Ltd

Signature:   
Place: Gurugram  
Date: 30/12/2020

Signature:   
Place: Gurugram  
Date: December 30, 2020

Witness 1:  
Signature:   
Name: Smt. GOPAL MEENA  
Address: Gurugram, Dec 30, 2020

Witness 2:  
Signature:   
Name: Pooja Singh  
Address: Gurugram, Dec 30, 2020



Dean  
School of Business  
Sushant University  
Sector 14, Gurugram Haryana





**MEMORANDUM OF UNDERSTANDING**

*Between*

**Roseate Hotels & Resorts**

**&**

**Sushant University (Erstwhile Ansal University)**

This MOU is entered at Gurugram, Haryana, on 13/01/2021 between Vatel Hotel Tourism Business School, M/s. Sushant University (Erstwhile Ansal University) (SU), Gurugram, Haryana, a university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities Amendment Act, 2012 (Haryana Act No. 16) located at sector 55, Golf Course road, Gurugram 122003, represented through its authorized representative Dr. Sanjeev Kumar Sharma, Registrar, Sushant University (Erstwhile Ansal University), (hereinafter referred to as the "Sushant University (Erstwhile Ansal University) (SU) which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) **OF THE FIRST PART**

**AND**

**Roseate Hotels & Resorts** through its Authorized Signatory, (hereinafter referred to as second part which expression shall unless repugnant to the meaning or context hereof, be deemed to include its executors, administrators, its agents and permitted assigns), **OF THE SECOND PART**.

Sushant University (Erstwhile Ansal University) and **Roseate Hotels & Resorts** shall be hereinafter collectively referred to as "Parties" and individually as a "Party".



*Sharma*

Sector 55, Golf Course Road, Gurgaon, Haryana 122003, India T: +91-124-4750400/501

W: [www.ansaluniversity.edu.in](http://www.ansaluniversity.edu.in) E: [info@ansaluniversity.edu.in](mailto:info@ansaluniversity.edu.in)



*[Signature]*

*[Signature]*



Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram



**MEMORANDUM OF UNDERSTANDING**

Between

Roseate Hotels & Resorts

And

**Vatel Hotel & Tourism Business School, Sushant University (Erstwhile Ansal University)**

This MOU is entered at Gurugram, Haryana, on 13/01/2021 between Vatel Hotel Tourism Business School, M/s. Sushant University (Erstwhile Ansal University) (SU), Gurugram, Haryana, a university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities Amendment Act, 2012 (Haryana Act No. 16) located at sector 55, Golf Course road, Gurugram 122003, represented through its authorized representative Dr. Sanjeev Kumar Sharma, Registrar, Sushant University (Erstwhile Ansal University), (hereinafter referred to as the "Sushant University (Erstwhile Ansal University)(SU) which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) **OF THE FIRST PART**

AND

Roseate Hotels & Resorts through its Authorized Signatory, (hereinafter referred to as Second Part which expression shall unless repugnant to the meaning or context hereof, be deemed to include its executors, administrators, its agents and permitted assigns), **OF THE SECOND PART**.

Sushant University (Erstwhile Ansal University) and Roseate Hotels & Resorts shall be hereinafter collectively referred to as "Parties" and individually as a "Party".

Both Parties have been in joint discussions and are sharing common understanding, commitment, and the vision to enrich and engage with the local, regional and the global community at large. Roseate Hotels & Resorts and SU desire to work together in the development and delivery of an Roseate Hotels & Resorts and

WHEREAS, the purpose of this MOU is to formalize the collaboration between Roseate Hotels & Resorts and VHTBS, SU in the development and delivery of the program;

NOW THEREFORE in consideration of the foregoing, the mutual covenants and promises set forth herein, in good and valuable consideration, the Parties agree as follows:

Both Parties appreciate the need for general non-binding partnership and collaboration, and exchange of ideas, in order to understand and absorb the national and international dimensions in an industry setting as well as trends in the higher education sector, especially in the domain of Hospitality and the related areas.

**1 PURPOSE AND OBJECTIVES**

- 1.1 To obtain input concerning the latest practices deployed by the hotels in order to introduce them as part of studies in the hospitality curriculum offered at Vatel Hotel & Tourism Business School (VHTBS), Sushant University (Erstwhile Ansal University), Gurugram.



*Sanjeev Kumar Sharma*  
Registrar

*Anil Kumar*  
14.01.2021

Sector 55, Golf Course Road, Gurgaon, Haryana 122003, India T: +91-124-4750400/501

W: [www.ansaluniversity.edu.in](http://www.ansaluniversity.edu.in) E: [info@ansaluniversity.edu.in](mailto:info@ansaluniversity.edu.in)



Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram

Scanned with CamScanner

## 1. THE COURSE OF THE STUDY

Post Graduate Diploma in Culinary Arts Programme offered by Sushant University (Erstwhile Ansal University) in collaboration with Roseate Hotels & Resorts.

## 2. PURPOSE & OBJECTIVE

Both Parties have been in joint discussions and are sharing common understanding, commitment, and the vision to enrich students and engage with the local, regional and the global community at large.

The objective of this Agreement is

- To formalize the collaboration between Roseate Hotels & Resorts and VHTBS, SU in the development and delivery of the PGDCA program
- To Delineate the collective & individual responsibilities of both the parties in relation to dissemination of knowledge & skill and mentoring of the students of the PGDCA Programme.
- To Collaborate on all areas that enhance student experience and increase their readiness from an industry perspective by providing knowledge, skill & attitude through experiential learning & real live case studies, Situation Handling, Hospitality Research, live projects and development of business model etc.

The MOU will commence from the beginning of Academic Session 2021 notwithstanding the dates of signature. The parties will review and evaluate the key considerations and operation of all matters under this MOU prior to the commencement date. Any renewal or amendment of this MOU will be made in writing.

## 3. DELIVERABLES

- Both the parties desire to work together in the operation & delivery of Post Graduate Diploma in Culinary Arts (PGDCA) programme offered by Sushant University (Erstwhile Ansal University) wherein the Roseate Hotels & Resorts will be providing industry exposure in the form of experiential learning through hands on practical training (referred to as industry Immersion in the program structure of PGDCA Program).



Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram

Scanned with CamScanner

- Both the Parties will operate in good faith to support the achievement of the objectives of the PGDCA Programme.
- Both the parties must ensure that the Programme offered under this MOU has been approved by the relevant authority/body in accordance with the relevant ordinances, approval, policies & Procedures. Students shall be admitted by the university as per the qualification specified for the Programme.
- The Students will undergo training (Industry Immersion) at any of the Roseate property. The same will commence from Week 1 of the PGDCA Programme.
- Students will train at the Roseate Property for 2 days (Thursdays & Fridays) every week starting from week 1 till the end of the programme as trainee Chefs. The timings for the shifts will be decided by Roseate Hotels & Resorts as per their operations (Shift not exceeding 10 Hours). Students will be excused from their Shift during University examinations and Events.
- Sushant University (Erstwhile Ansal University) is responsible for undertaking all aspects of administration of the programme including the evaluation and conferring of diploma.
- Students of Post Graduate Diploma in Culinary Arts will undergo at industry immersion course module at Roseate Properties in Delhi/NCR for practical learning as per the schedule and proposed curriculum agreed mutually by Sushant University (Erstwhile Ansal University) & Roseate Hotels & Resorts.
- Roseate Hotels & Resorts will support in providing career opportunities in the form of placements to students from Vatel Hotel & Tourism Business School (VHTBS), Sushant University (Erstwhile Ansal University), Gurugram. The final selection will be on the basis of clearing selection rounds and also will depend on the vacancy available in the hotel.
- Both the parties will collaborate on all areas that enhance student's learning and increase their readiness from an industry perspective including case studies, research, live projects etc.
- After successful completion of the programme the student shall submit the Report of the key learnings at the hotel.
- There will be a joint certification of the program (issued by the Sushant University (Erstwhile Ansal University)) which will have logos of both Sushant University (Erstwhile Ansal University) & Roseate Hotels & Resorts with the Signature of both the parties.



*Sushant*



*[Signature]*

*[Signature]*



Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram



- The Evaluation for the Industry Immersion will be done by Roseate Hotels & Resorts at the end of each semester and the same will be submitted to the university in the form of a certificate.

#### 4. PRINCIPLES OF COLLABORATION

The Parties agree to adopt the following principles in relation to the program:

- The collaboration shall remain flexible so that while the Parties act jointly to promote and/or offer the program, each Party retains the right to act independently of the other.
- Each Party shall establish and adhere to the terms and conditions set forth in this MOU to ensure that the program is delivered as required.
- The collaboration will be characterized by open communication between the Parties. The Parties agree to share information, experience, material & skills to learn from each other and develop effective working practices.
- The course Coordinator for the programme will be Mr. Saurav Chhabra (Chef & Asst. Professor)
  - Mobile – 9999445365
  - Email-sauravchhabra@sushantuniversity.edu.in
- Nothing in this MOU shall operate to prevent each Party, either alone or with others, from offering other educational programs and services.
- The Parties will operate in good faith to support the achievement of the objectives of the program.
- The Parties will cooperate in good faith to ensure that the program does not violate either Party's internal procedures and regulations or any applicable laws.
- The collaboration is purely academic & intellectual and doesn't involve any nature of commercial transaction.
- Roseate hotels & Resorts will look after the welfare of the students in case of any mishappenin or an accident arising during the discharge of functions & duties within the premises of th hotel.



*Saurav Chhabra*



*Saurav Chhabra*

*Saurav Chhabra*



## 5. CONFIDENTIALITY

- All information disclosed to SU other than that which is in the public domain, will be held confidentially and used only for the purpose expressed on the MOU. Such information shall not be revealed to third parties and the same shall apply on Roseate Hotels & Resorts.
- Except as otherwise agreed to in written, any correspondence, transaction and/or any dealing with regards to the subject matter of this MOU shall be kept strictly confidential between the parties.

## 6. TERM & TERMINATION OF AGREEMENT

- This Memorandum of understanding and cooperation reflects the commitment of both Sushant University (Erstwhile Ansal University), Gurugram and Roseate Hotels & Resorts to develop a long and fruitful relationship between the industry and the academia. This MOU shall become effective upon signature by the authorized parties or the parties and will remain in effect until modified or terminated by anyone of the partners by mutual consent by prior in writing
- The agreement may also be terminated with a written one-month notice from either side.
- Force majeure clause is attracted, which is section 9 of this MOU
- Where either party has been prevented by the order/decreed court of law.

## 7. STATUS

- This MOU stands valid for the programme of PGDCA for academic session 2021-22 and the same will be revisited and mutually signed again for the next academic session.
- Nothing in this MOU is intended to, or shall be deemed to make, or constitute, either Party as partner, agent or joint venture of the other, or entitle to authorize either party to pledge the credit of, neither will have the power to obligate the other or enter into any commitments for or on behalf of the other.



*[Handwritten signature]*



*[Handwritten signature]*

*[Handwritten signature]*



*[Handwritten signature]*

## 8. MISCELLANEOUS

- This contract shall be governed by and construed according to Indian Law. The courts in Delhi only will have jurisdiction for any dispute relating to this contract.
- This MOU contains the entire agreement between the Parties, and there are no other representations, inducements, promises, agreements, arrangements, or undertaking oral or written between the Parties other than those set forth herein. Modifications of this MOU shall not be binding upon either Party unless and until the same has been made in writing and executed by either of the Parties hereto.
- This MOU shall bind and ensure the benefit of the Parties, their successors and assigns.
- In the event a court of competent jurisdiction declares any particular provision of this MOU to be unenforceable, all remaining provisions of the MOU shall remain in the full force and effect.
- Execution of this MOU by means of facsimile signature shall be deemed as binding as though same were manually signed.
- This MOU may be executed in any number of counterparts, each of which shall be deemed as original for all purposes, which together shall constitute the MOU.

## 9. FORCE MAJEURE

In the event of non- fulfillment of the MOU terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, unforeseen events like Epidemic/Pandemic, lockdown restrictions placed by the Government or local authorities etc., neither parties shall be held responsible for any loss or consequential loss.



*Arora*  
Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram



A handwritten signature in blue ink, appearing to be "A. S. R."





## 10. NOTICE

In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person (s) to represent its organization and to coordinate the implementation of activities.

### Contact Information

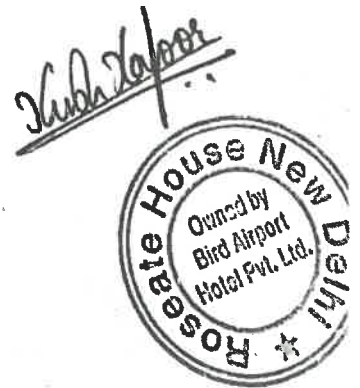
	FIRST PARTY	SECOND PARTY
Name:	Sushant University (Erstwhile Ansal University)	Roseate Hotels & Resorts
Authorized representative:	Dr. Garima Parkash	Ms. Priyanka Tandon
Position:	Dean VHTBS	Training Manager.
Address:	Sushant University Golf Course Road, Sector 55, Gurugram	Roseate House Asst 10 , Hospitality District Aerocity, New Delhi-110037
Telephone:	+91 9810003320	+91 9999031692
E-mail:	<a href="mailto:garimaparkash@sushantuniversity.edu.in">garimaparkash@sushantuniversity.edu.in</a>	<a href="mailto:Priyanka.tandon@roseatehotels.com">Priyanka.tandon@roseatehotels.com</a>

## 11. DISPUTE RESOLUTION

In the event of any dispute with this agreement, the parties hereto shall make efforts to negotiate & resolve such disputes under principles of good faith and honesty. Where the parties fail to resolve the dispute by negotiation within 30 days, from the date at which the issue was being raised or brought to attention in writing by either party. The seat of arbitration will be at Delhi. The language of proceedings will be English. The cost of the arbitration will be borne by both the parties in equal proportions or as decided by the arbitration tribunal. For any other matter, the courts in Delhi will have the jurisdiction to entertain the suit.



Hotel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram



**12. COSTS**

Both Party shall bear its own cost relating to the Program and the delivery of the responsibilities identified in this MOU.

**IN WITNESS WHEREOF** the Parties have executed this agreement under seal as of the Effective Date.

**Sushant University**

**(Erstwhile Ansal University), Gurugram**



Name: Dr. Sanjeev Kumar Sharma

Designation: Registrar

Date: 13/1/2021



**Roseate Hotels & Resorts**



Name: Mr. Kush Kapoor

Designation: CEO

Date: 13/1/2021



*अनुमोदित*  
Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram

**SCHOOL OF LAW**

**Office Note**

Date: 01-03-2021

**Subject:** Approval for taking the membership of Asian Law Institute Network

School of Law, Sushant University had written to National University of Singapore for a possible collaboration and they have recommended being a member of Asian Law Institute (ASLI) to fetch international collaborations and opportunities to be associated with Foreign Institutions and Universities of repute. NLSIU Bangalore and NLU Delhi are the founding members of ASLI from India. It will be a great platform for School of Law, Sushant University to extend our horizons and be associated with the best in the world.

The annual membership to ASLI for non-listed jurisdictions i.e. India is SGD 200. The form mentioning the membership fee has been attached with this approval.

The expected expenditure for the same is as follows:

S.No.	Head	Amount
1.	Membership Fee	SGD 200
	<b>Total</b>	<b>SGD 200</b>

Submitted for your kind approval.

Dean SOL *[Signature]*  
1/3/21

Account CFAO

*vc sir to approve in principle*  
*[Signature]*  
1/3/21

Registrar

*[Signature]*  
4/3/2021

Vice Chancellor

*[Signature]*  
05/3/21



*[Handwritten initials/signature]*

1 SGD = 55 Rs  
*[Signature]*



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SUSHANT UNIVERSITY (ERSTWHILE ANSAL UNIVERSITY),**  
**SCHOOL OF ART AND ARCHITECTURE**  
**AND**  
**RVS PADMAVATHY SCHOOL OF ARCHITECTURE**

In the wake of recent architectural development in the country, Architectural education has taken a huge turn towards innovation and collaboration. Students are learning from more than just in the institution and a wide variety and diversity of exposure and opportunities is becoming a mandate in education. The cross-cultural learning that is wide spread in the west is now taking a huge wave across our nation and such an era calls for collective and dynamic growth in a symbiotic manner.

In consideration of the above, this Memorandum of Understanding is signed on 11<sup>th</sup> March 2021, between:

Sushant University (Erstwhile Ansal University), School of Art & Architecture (hereinafter referred to as "SAA") represented by Registrar Dr. Sanjeev Kumar Sharma and RVS Padmaavathy School of Architecture (hereinafter referred to as "RVS") represented by its Director Mr. C. P. Stephen.

**1. Introduction**

1.1. The institutions have agreed to sign this MoU in order to express their intention, in principle, to enter discussions in good faith to facilitate and develop a meaningful and mutually beneficial relationship, and to explore and encourage the development of new opportunities for collaboration between the institutions.

1.2. This MoU is not legally binding unless they enter into a definite agreement and this MoU is designed merely to inform and assist the institutions' on-going discussions. Neither party wishes for this MoU to give rise to any binding commitment or legal obligation. Nothing thereupon shall diminish the full autonomy of either Party nor any constraints be imposed by either Party upon the other, carrying out this MoU.

The institutions rely on this MoU and enter the discussions at their own risk and neither will be liable to the other in the event that no further formal contract(s) is/are entered into. Each party shall bear its own costs in relation to any work undertaken or expenditure incurred under or in relation to this MoU.

**2. AREAS OF COLLABORATION**

- Academic Exchange
- Resource Sharing / Exchange
- Faculty Exchange



Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124-4750400/5001  
Web: [www.sushantuniversity.edu.in](http://www.sushantuniversity.edu.in) E-mail: [info@sushantuniversity.edu.in](mailto:info@sushantuniversity.edu.in)

C.P. Stephen

*[Handwritten signature]*



### Academic Exchange

(Academic Exchange between the two Institutions will require one faculty in-charge from both institutions to consistently communicate and develop new activities without compromising on the functioning of both the institutions)

- i. SAA Gurugram and RVS Chennai, mutually agree to share their academic and non-academic activities such as Summer schools, Winter schools, Workshops, Courses & Collaborative activities etc for students of the other institution to participate at the same price charged for their own students thereby creating a larger audience for their respective programmes.
- ii. Both the institutions agree to take efforts and conduct/co-ordinate one exchange programme every semester through academic or non-academic interventions such as vertical studios, workshops or design projects.

### Resource Sharing / Exchange

- iii. SAA, Gurugram and RVS Chennai mutually agree to share their institutional spaces in Gurugram and Chennai respectively for student activities and other events and functions organized by each other wherein any expenses if incurred shall alone be borne by the initiating institution.

### Faculty Exchange & Development

- iv. Faculty Exchange shall also be convened to improve the learning environment for students based on the convenience and academic calendar of both the institutions.
- v. Faculty development programmes can be convened at both the institutions as a combined effort and Mentor exchange can be initiated to enhance the academic quality of the faculties.

**Any financial/logistic expenses during the faculty exchange programme shall be borne by the individual/group faculty.**

### **3. Duration of this MoU**

3.1. This MoU shall, once signed and dated by both Institutions, take effect from the date of the final signature and run for a period of one academic years ending 31 August 2022, save where terminated earlier by either party under paragraph 3.2 or with the mutual written agreement of both institutions.

3.2. Either party may terminate this MoU at any time without liability to the other or without assigning any reason on three months\* prior written notice.

### **4. Confidentiality, Intellectual Property Rights and Announcements**

4.1. Each party agrees to maintain full confidentiality of any information disclosed or made available by the other under this MoU. Neither party shall use or disclose the confidential information of the other except to the extent required to enable the performance of this MoU (any such use to be on a confidential basis) or as required by the laws in India.

4.2. Each party agrees to respect the Intellectual Property Rights of the other party, however may use the name and logo for promotional purpose only related to their mutual understanding mentioned in this



CAB

*[Handwritten signature]*



*[Handwritten signature]*



MoU and without affecting the interest of other party in any manner. No licenses of Intellectual Property Rights are granted under this MoU and all such rights are reserved to the owning party (and/or its licensors, if applicable).

4.3. Specific approval for any publicity relating to this MoU or the other party must be agreed in writing prior to deployment between the Director of RVS Padmavathy School of Architecture and the counterpart post holder at Sushant University.

4.4. In this paragraph 4: "confidential information" means any information disclosed by a party to another that has been designated in writing as confidential or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know how, personnel, students, customers, agents and suppliers of a party. "Intellectual Property Rights" means any intellectual property rights throughout the world, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered design, trademarks (including business and brand names, domain names, devices and logos), goodwill and the rights to apply for any of the foregoing anywhere in the world.

#### 5. Non-Solicitation

During the term of the Agreement and for period of one (1) year thereafter expiration or termination of the Agreement, the Institutions shall not actively solicit the employment of any employee of the Institutions, which employee was engaged in any activity performed pursuant to the MoU.

6. This MoU is not bound by any financial liabilities between both the institutions and shall remain as such until and otherwise mentioned with the decision of both the institutions.

#### 7. Force Majeure

In case of any failure or delay of either Party in the performance of its obligations hereunder due to riot, insurrection, fire, flood, storm, explosion, act of God, government action, earthquake, pandemic, epidemic, shortage of materials or any other event that is unforeseeable, unavoidable and beyond the reasonable control of such Party, such Party shall not bear any liability for such failure or delay.

#### 8. Dispute Resolution

In the event of any dispute in connection with this MoU, the parties hereto shall make efforts to negotiate and resolve such disputes under principles of good faith and honesty. Where the parties fail to resolve the dispute by negotiation within 30 days, they shall submit to arbitration. The Sole Arbitrator shall be mutually decided by both parties within 30 days from the date at which the issue was being raised or brought to attention in writing by either party. The Seat of Arbitration will be at Gurugram, Haryana. The language of the proceedings will be English. The Cost of the arbitration will be borne by both the parties in equal proportions or as decided by the arbitration tribunal. For any other matter, the Courts in New Delhi or Gurugram would have the jurisdiction to entertain the suit.

*All commitments made by both the institutions are subject to availability of students and faculty only.* The intent is to be able to provide additional exposure to students, and therefore the schedules of RVS Padmavathy School of Architecture, Anna University, Tamil Nadu and Sushant University, School of Art & Architecture, Gurugram, Delhi will directly determine the possibilities of collective events or workshops planned.



C.P. Ram

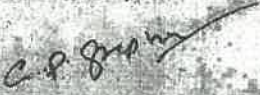


Sharma



IN WITNESS WHEREOF, the undersigned, the Authorized Representatives, have signed this MoU on this 11<sup>th</sup> day of March 2021, in two originals in the English language, both equally authentic and it will take effect from the date of signature.

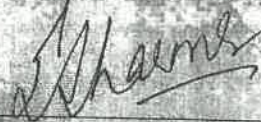
**RVS PADMAVATHY**  
**SCHOOL OF ARCHITECTURE**



Mr. C. P. Stephen  
Director



**SUSHANT UNIVERSITY**  
**ERSTWHILE ANSAL UNIVERSITY**  
**SCHOOL OF ART & ARCHITECTURE**



Dr. Sanjeev Kumar Sharma  
Registrar





BBA (Hons.) Digital Marketing  
BBA (Hons.) Business Analytics  
Date: 14 July 2021  
BBA (Hons.) Finance & Digital Banking

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 18-06-2021 ("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 course being 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.

Authorised Signatory  


(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 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 the Agreement and the performance of its obligations hereunder;

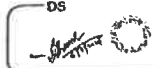
7.5. The University represents and warrants that it has been accorded and shall maintain the status of a University Grants Commission ("UGC") compliant and affiliated University (according to UGC Letter no. F. 8-20/2021 (CPP-I/PU) dated 29.10.2020 indicating

CS MANANAGAR CO-OP BANK LTD.  
Lalbaug Br.  
G. Hirani Sagar Market  
Building Dr B.A. Road, Lalbaug,  
Mumbai-400 012.  
D-ESTP/VC/R.1092/MS/SH/19

INDIA  
98555  
180089  
R00001291-P85483  
Stamp Duty MAHARASHTRA  
APR 29 2021  
13:51

  
DS  
am  


Dean  
School of Business  
Sushant University  
Sector 55, Gurugram Haryana

DS  


# upGrad

change of name from Ansal University to Sushant University and F.No. 8-20/2012 (CPE-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 28<sup>th</sup> 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.

Agreed, Acknowledged and Accepted  
For Sushant University

DocuSigned by:  
*Ankur Mohan*  
AD0C47535CC749C

DocuSigned by:  
*[Signature]*  
EDA738F0037A406

Authorised Signatory

Signature

Dean  
School of Business  
Sushant University  
Sec-12 Gurugram Haryana

upgrad.com

upGrad Education Private Limited

Nishuvi, Ground floor - 75, Dr. Annie Besant Road, Worli, Mumbai - 400018  
L: +91 22 6156 2100 | E: info@upgrad.com | 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

Nishuvl, Ground floor - 75, Dr. Annie Besant Road, Worli, Mumbai - 400018  
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559

DS  
AM

Dean  
School of Business  
Suchant University  
Sec-1 Gurugram Haryana

DS



# 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.

DS  
AM

DS  
[Signature]

upgrad.com

upGrad Education Private Limited

Nishuvi, Ground Floor - 75, Dr. Annie Besant Road, Worli, Mumbai - 400018  
L: +91 22 6156 2100 | E: info@upgrad.com | CIN: U80902MH2012PTC258559



[Signature]  
Dean  
School of Business  
Sushant University  
Sector - Gurugram Haryana

Bond



Indian-Non Judicial Stamp  
Haryana Government



Date : 09/03/2021

Certificate No. G0I2021C244



Stamp Duty Paid : ₹ 101

GRN No. 74365936



On Day

Penalty : ₹ 0

On Two Days

Deponent

Name : Sushant University Erstwhile ansal university

H.No/Floor : 00

Sector/Ward : 55

Landmark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*72



Purpose : Agreement to be submitted at Concrend office

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING

Between

Sushant University (Erstwhile Ansal University), Gurugram

And

Euinae Technologies Pvt Limited

AGREEMENT

FOR

TRAINING, EDUCATION, RESEARCH AND DEVELOPMENT

OF

STUDENTS

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

1 | Page





**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**SUSHANT UNIVERSITY (ERSTWHILE ANSAL UNIVERSITY),**  
**GURUGRAM**

**AND**

**EUNAC TECHNOLOGIES PVT LTD**

We have perused the Memorandum of Understanding (hereinafter referred to as "MOU"), which is to be executed between Sushant University (erstwhile Ansal University) (hereinafter referred to as the "Sushant University") and Euinac Technologies Private Limited (hereinafter referred to as "Euinac") and the same reflects that both the University and Euinac (hereinafter collectively referred to as "Parties"), are desirous of entering into a collaboration vide which the Parties intends to not only jointly offer an Engineering course i.e. B.Tech. - CSE with specialization in Cyber Security but also would want to provide practical knowledge to the students, to enable them to face any challenges, which may arise at their work place.

This Memorandum of Understanding ("MOU") entered into effective as of date: 11/03/2021 by and between:

EUNAC TECHNOLOGY PVT LTD, a private limited company having its offices in Delhi and Lucknow (C- 112, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010), and hereinafter unless the context otherwise requires be referred to as "EUNAC"

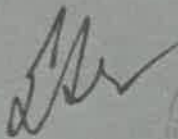
and

Sushant University, located at Golf Course Road, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003 India and hereinafter unless the context otherwise requires be referred to as "Sushant University"

Now therefore this MOU witnesses:

This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding understandings, is effective as of the later of the dates in the signature block ("Effective Date"), and is made and entered into by and between EUNAC and SUSHANT UNIVERSITY.

In furtherance of their mutual interest in the fields of training, education, research and development, and as a contribution to increased national cooperation, the EUNAC having its registered address at C- 112, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010, Sushant University having its registered address at Golf Course Road, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003, India.



2 | Page



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

## ASSOCIATION

The MOU between the parties involves collaboration between the EUNAC and the Sushant University, in related disciplines.

1. SUSHANT UNIVERSITY and EUNAC agree to jointly conduct programs/courses for the participants with suitable backgrounds. The fee structure chargeable to participants would be arrived at based on mutual discussion between EUNAC and SUSHANT UNIVERSITY.

Revenue Sharing in regular SUSHANT UNIVERSITY Courses As per Sushant University suggestion to share Rs 2,00,000/- (Two lac) including GST revenue per student, has been conditionally agreed by EUNAC.

### Conditions:

- After 1 year of this collaboration, in case, provided resources cost is not business favourable to EUNAC, both parties can discuss again to fulfil both parties business interest.
  - Any Lab setup/ HW/SW support by EUNAC will be extra than above shared revenue.
  - Any additional services than training will be at extra cost (beyond the courses mentioned in point 7).
2. SUSHANT UNIVERSITY authorizes EUNAC to recommend Industries that would be interested in placement at SUSHANT UNIVERSITY. If required, SUSHANT UNIVERSITY will issue a letter mentioning the same.
  3. EUNAC can help SUSHANT UNIVERSITY in admissions by using its network.
  4. SUSHANT UNIVERSITY will make the payment to EUNAC year wise in two installments [First installment of 60% at beginning of the course and second installment of 40% in mid of the year.
  5. SUSHANT UNIVERSITY and EUNAC are permitted to issue media publicity for the purpose of publicizing the partnership arrangement and courses that are jointly offered by the EUNAC and SUSHANT UNIVERSITY.
  6. SUSHANT UNIVERSITY and EUNAC may run the courses online self-paced, online instructor led or a hybrid of the three mechanisms – Physical, online instructor Led, and Self-Paced Online. This will be agreed upon by both the parties before launching a batch.
  7. Minimum of 10 Students will be required to start a batch.

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

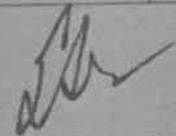
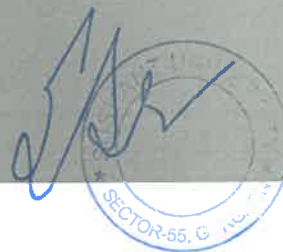


8. SUSHANT UNIVERSITY and EUINAC will collaborate for Below Course:

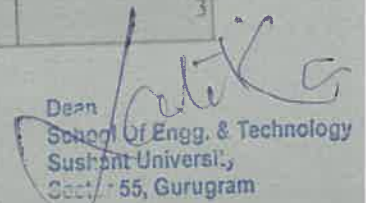
**Btech - Computer Science Engineering specialization in Cyber Security**

Below are subject that EUINAC experts can take. These can be modified (added/removed) as per Sushant University management feedback.

Course	Subject	Credit
B.Tech CSE (Cyber Security)	Python (Theory + Practical)	3+1
	Web Application Attacks and Security (Theory)	3
	Web Application Attacks and Security (Lab)	1
	Capstone Project 1	3
	Networking Basics (Theory)	3
	Networking Basics (Lab)	1
	Cryptography and network security (Lab+ Theory)	3+1
	Network Vulnerability Analysis and Penetration Testing	3+1
	Capstone Project 2	3
	Mobile Security (Theory)	3
	Mobile Security (Practical)	1
	Hardware Security (Theory + Practical)	3+1
	Capstone Project 3	3
	Risk Management and Information Security Governance (Theory)	3
	Cyber Forensics and Cyber laws (Theory)	3
	Malware Analysis/Reverse Engineering (Theory + Practical)	3+1
	Managed Security Services	3
	Capstone Project 1	3

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





9. Both SUSHANT UNIVERSITY and EUNAC are permitted to promote the courses and events on its websites and other media channels. Master creatives shall be mutually approved by both the parties.

10. For mutually agreed programs SUSHANT UNIVERSITY is permitted to collect fees payment through its platform using the online/offline payment gateway. Information of the registered candidates shall be accessible to EUNAC if needed.

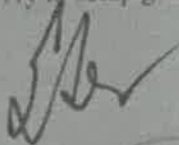
11. EUNAC is authorized and permitted to use SUSHANT UNIVERSITY logo and name in the publicity/promotions and course related promotional and marketing purposes for jointly agreed courses.

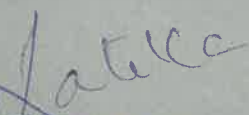
The two organizations shall also seek to promote:

1. Industry-specific training programs or courses should be promoted and hosted by SUSHANT UNIVERSITY with active participation of the EUNAC.
2. Participation in development of the courses and training modules for enhancing the employability for the registered participants of SUSHANT UNIVERSITY.
3. Cooperation in projects, research activities of mutual interest.
4. Participation in seminars, colloquia, and other types of academic discussions.
5. Co-branding of the academy wherever applicable.

EUNAC will additionally support in:

1. Industrial Visit for students
2. Industrial Networking for students Placement in core domain.
3. Promotion and awareness of students' exposure to Industrial fitment
4. Creating an ecosystem and atmosphere of learning.
5. Time to time Industry-skill mapping, Industrial skill requirement analysis and suggest needed modifications in course structures.
6. Create Entrepreneurship ecosystem.
7. Try to setup government funded Incubation centre.



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



## Implementation

The implementation of cooperation based on this Memorandum shall be dealt with between both the organizations. Where necessary, a specific plan shall be worked out for each activity setting forth detailed arrangements for collaboration. Such plans shall be subject to the approval of the appropriate authorities of each organization. To facilitate the development of such plans, each organization shall nominate a member of its staff to coordinate activities arising under this MOU. Such plans shall be mutually agreed by the Parties in writing.

## Confidentiality

Both parties agree and undertake to keep confidential at all times any information and/or data that may be exchanged, acquired and/or shared in connection with the area of cooperation as mentioned above in ARTICLE I (B.1) unless otherwise the same information already exists in the public domain.

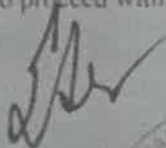
The obligations in Clause do not apply to Confidential Information which, as shown by reasonably documented proof (a) was in the receiving Party's possession prior to its receipt from the disclosing Party and not subject to a confidentiality obligation to the disclosing Party or (b) was received by receiving Party in good faith from a third party not subject to a confidentiality obligation to the disclosing Party; or (c) now is or later becomes publicly known through no breach of confidentiality obligation to the disclosing Party; or (d) is authorized in writing by the disclosing Party to be released

or is designated in writing as no longer being confidential or proprietary; or (f) is required to be disclosed by law or court order or by any governmental or statutory authority (provided that the disclosing party shall promptly notify the receiving Party of any such requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure).

**Equitable Relief**—Both parties acknowledge that any violation of this MOU will cause irreparable harm and injury to the disclosing Party and the disclosing party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.

## Term

The Memorandum shall remain in force for a period of 4 (four) years commencing from the date of signing and may be renewed by mutual consent. Upon renewal, both parties shall select either to proceed with the existing or new terms of understanding.



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


## Termination

Both the EUNAC and Sushant University reserve the right to terminate this Memorandum by either party giving 2 (Two) months written notice to the other with some valid reason. In the event a party commits a material breach which is not cured within a period of Two (2) months of giving notice, the non-breaching party may terminate the MOU with immediate effect. Where such termination occurs, the provisions of this Memorandum shall continue to apply to ongoing activities until their completion i.e. any termination shall be without prejudice to and without any adverse effect on any ongoing batch of programs and the Parties shall act in good faith to ensure the successful continuance of all such batches until the expiry of the tenure of such batches.

## Arbitration

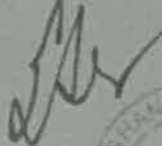
This MOU shall be governed, construed and interpreted according to the laws of India and the courts at New Delhi shall have sole and exclusive jurisdiction in relation to matters and/or disputes arising out of this MOU. In the event of any dispute or difference at any time arising between the parties relating to this association or any other clause (s) or any content of the right and liabilities of the parties or other matters specified therein or with reference to anything arising out of the consultancy or otherwise in relation to the terms, whether during the consultancy or thereafter, such dispute or difference shall be endeavoured and resolved by mutual negotiations. If, however, such negotiations are infructuous the dispute should be finally settled through arbitration and conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award. The place of arbitration could be New Delhi, as chosen by the party initiating arbitration.

## Miscellaneous

1. This MOU together with its Annexure-I constitutes the entire agreement between the Parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this MOU. No modifications shall be made to this MOU unless in writing and signed by authorized representatives of the Parties. Certain other miscellaneous provisions are covered under Annexure I to this MOU.

"This MOU together with its Annexure-I constitutes the entire Agreement between the Parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this MOU".

2. "No modifications shall be made to this MOU unless in writing and signed by Authorized Representatives of the Parties."




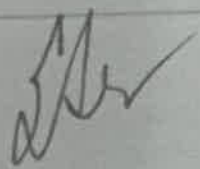
Dean  
School Of Engg. & Technology  
Sushant University,  
Sector 55, Gurugram



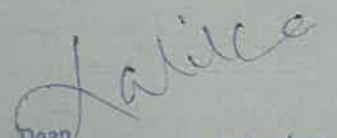


The EUNAC and the SUSHANT UNIVERSITY welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above. There will be four copies of this Memorandum equally valid, two for each party, effective from the date of its signing.

<p>EUNAC TECHNOLOGIES PVT LTD</p> <p>Anshul Pandey CEO at Euinac Technologies</p> <p>Name and Designation</p> <p>1. Witness</p> <p>2. Witness</p> <p>Date: 11/03/2021</p>	<p>SUSHANT UNIVERSITY</p> <p></p> <p>Dr. Sanjeev Kumar Sharma Registrar Sushant University</p> <p>Name and Designation</p> <p>1. Witness</p> <p>2. Witness</p> <p>Date: 11/03/2021</p>
---	---





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



## ANNEXURE I

### I. Definitions:

- 1.1. "Content" means any information, data, case studies, works of authorship or other materials delivered in text, photographic, audio, visual or audio-visual format, power point presentations, lectures and materials, assessments and syllabi.
- 1.2. "Intellectual Property Rights" or "IPR" means all worldwide rights of IP, to and under copyrights, copyright registrations and applications; trademarks (including trade dress, service marks, device and trade names), trademark registrations and applications, domain names; patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable; trade secrets, author rights, moral rights, rights in goodwill; and other proprietary rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof.
- 1.4. "Program Content" means all the final Content of a Program published on the Platform, and shall include without limitation:
- (a) Short recorded texts, audios and case studies;
  - (b) Power Point Presentations, PDFs (portable document format) incorporating formative assessments and final edited videos;
  - (c) The graphics, over lays, special and audio-visual effects, scripts used to create/shoot the videos
  - (d) Industry projects and case studies;
  - (e) Set of assessments (including but not limited to quizzes, assignments, tests, projects, and proctored examinations) spread through the duration of a Program; and
  - (f) Live lectures.
- 1.5. "Start Date" shall mean the start date of the first Batch of a Program, wherein access is provided to the Program hosted on the Platform.
- 1.6. "Student(s)" means students who have enrolled for a Program and shall include students designated by Institutions who have enrolled for a Program or any part thereof.
- 1.7. "EUNAC Faculty" shall mean non-SUSHANT UNIVERSITY guest faculty from academia and industry appointed by EUNAC, including employees and consultants of EUNAC.
- 1.8. "EUNAC Raw Data" means all express contributions by the EUNAC Faculty to be used in developing the Program Content; and shall include without limitation all pre-existing relevant data/content owned by EUNAC, footage of EUNAC Faculty, Program relevant educational material including without limitation, all power point presentations, notes, assignments, assessments, case



audios, scripts, videos, animations, graphics, research papers or Content derived from pre-existing Programs of EUNAC, to be used to develop the Program Content.

## II. PAYMENT PROCESS

- (a) The Program Fees, plus the applicable indirect taxes at the time of occurrence of every Batch, shall be payable by the Student to the designated bank account of Sushant University, Gurugram, through the payment gateway or by any other mode of payment, as may be made available to the Students.
- (b) In consideration of EUNAC's fulfilment of the covenants, obligations, representations, and warranties under this MOU, EUNAC shall be entitled to the EUNAC Fees. SUSHANT UNIVERSITY shall make payment of the EUNAC Fees after the end of each batch. EUNAC shall invoice the SUSHANT UNIVERSITY within 15 days after the end of each batch for the EUNAC Fees on the basis of amount received in the current batch.
- (c) EUNAC shall raise a valid invoice for the EUNAC Fees in the form of "Professional Fees". The SUSHANT UNIVERSITY shall make payment of invoices within 30 days of receipt after deducting applicable withholding taxes.
- (d) If there are refunds in future, the EUNAC shall refund the EUNAC Fees to SUSHANT UNIVERSITY or the Parties may mutually agree to set off the same against future payments but before the closure of the financial year.

## III. INDEMNITY

Each Party shall indemnify, defend and hold harmless the other Party from and against any claims, demands, lawsuits, liabilities, loss, costs or expenses, judgments, settlements and penalties of every kind arising from or relating to any actual breach of any of its representation and warranties and obligations and covenants as provided in this MOU. In no event either Party shall be liable to the other Party for any, indirect, special, incidental and consequential, punitive or exemplary damages.

## IV. DATA PROTECTION

The parties undertake to comply with the relevant data protection laws and regulations and keep personal data secure and only use such data in accordance with such applicable data protection laws and regulations.

## V. FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under this MOU as a result of natural disasters, actions or decrees of government bodies, communication line failures not due to the fault of the affected Party, or any other delay or failure which arises from causes beyond a Party's reasonable control (hereafter referred to as a "**Force Majeure Event**"), the Party whose performance has been so affected shall not be liable for such non-performance but shall promptly give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this MOU shall be temporarily suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the



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





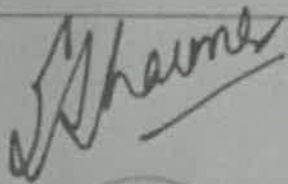
Party whose ability to perform has not been so affected may give a written notice to terminate this MOU.

## VI. NOTICES

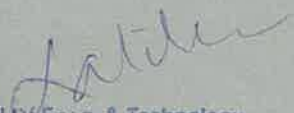
Any notice given under this MOU shall be in writing and in the English language and shall be served on any of the Parties at its address set out in this Clause, or at such other address as the Party shall have previously notified to the other in accordance with this Clause, either by personal hand delivery or courier delivery or by pre-paid air mail letter, registered post receipt requested or by electronic mail. Any such notice shall take effect on the date on which it was received at the address to be served which in the case of personal delivery, shall be at its actual receipt; in case of courier delivery or by pre-paid air mail letter or registered post, shall be the day of actual receipt (as confirmed by the service provider); and in the case of electronic mail, shall be deemed to be on the actual receipt.

The addresses and emails of the Parties for the purpose of this Clause are as follows:

To the attention of: Dr. Sanjeev Kumar Sharma	To the attention of: Anshul Pandey
Address: Sector 55, Gurugram, Haryana	Address: C- 112, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010
Email id: registrar@sushantuniversity.edu.in	Email id: anshul.euiac@gmail.com



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



Bond



# Indian-Non Judicial Stamp Haryana Government



Date : 10/08/2021

Certificate No. G0J2021H1891



Stamp Duty Paid : ₹ 101

(Rs Only)

GRN No. 80322238



Penalty : ₹ 0

(Rs Zero Only)

## Deponent

Name : Sushant University Erstwhile ansal university

H.No/Floor : 00

Sector/Ward : 00

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 70\*\*\*\*\*56



Purpose : Agreement to be submitted at Concrend office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

## Agreement

This Agreement is made and entered into on this 11<sup>th</sup> day of August 2021, at Sushant University (Erstwhile Ansal University) campus, by and between:

**M/s. Sushant University (Erstwhile Ansal University)**, a University established under Section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities Amendment Act, 2012 (Haryana Act No. 16) located at Sector – 55, Golf Course Road, Gurugram, Haryana – 122003, represented through its Registrar, Dr. Sanjeev Kumar Sharma hereinafter referred to as the **"First Party"** (which expression shall unless repugnant to the meaning or context thereof will include its permitted assigns and administrators, as applicable) of the First Part;

AND

**M/s. Institute of Clinical Research India**, a Society duly registered under Societies Registration Act, 1861, having its Corporate Office at #203, Second Floor, Deenar Bhawan, 44, Nehru Place, New Delhi – 110019, represented through its authorized representative, Mr. Shiv Raman Dugal duly authorized vide Board Resolution dated 29 September 2020 in this regard (hereinafter referred to as **"Second Party"** (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its holding, subsidiary, group companies and affiliates and assigns) of the Second Part.

*Sharma*



*Dugal*



DEAN  
School of Health Sciences  
Sushant University  
Sector-55  
Gurugram, Haryana

*[Handwritten signature]*



Both **First Party** and **Second Party** shall be collectively addressed / referred to as the **"Parties"** and individually as **"Party"** hereinafter in this Agreement.

**WHEREAS**, the **First Party**, is one of the leading Private University in India, offering both contemporary courses and programs to the students, to enable them to achieve their goals and / or targets in life. The First Party along with carving out a distinct curriculum design for the students, which ensures higher learning outcomes, has collaborated with the International Universities, to provide them with a chance to get exposed to a global academic environment vide which the students can grab the best of learning opportunities. Due to the efforts being made by the First Party in promoting education, the First Party has not only been awarded with the National Education Excellence Award for "Best Private University in Northern India 2017" but also the CSR Excellence in Education Award, for two consecutive years i.e. 2017 & 2018.

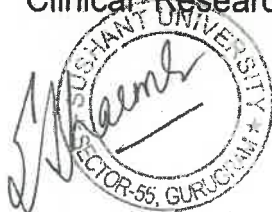
**WHEREAS**, the **Second Party**, provides both new-age undergraduate and postgraduate programs to premium Indian and global universities through its unique University – Industry Partnership Model. The Second Party offers courses such as Clinical Research, Healthcare Management, Aviation Management, Logistics & Supply Chain Management etc., and vide these job-oriented courses, the Second Party not only makes the students job ready but also prepares them to face challenges both at work and in life.

**AND WHEREAS**, both the Parties agree and have acknowledged that there is a need to introduce job-oriented courses and carry out research work in both Healthcare and Aviation education, due to which the Parties have decided to join hands to not only offer Healthcare and Aviation Programs but also to collectively contribute towards research work in the said field, in order to elevate the quality of education imparted in the Healthcare and Aviation Programs.

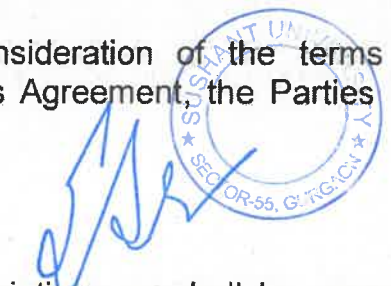
**NOW, THEREFORE**, this Agreement witnessed that in consideration of the terms and conditions in relation to the services being provided under this Agreement, the Parties have agreed as follows:

**1. DEFINITIONS:**

- 1.1 **"Agreement"** means this Agreement and such variations as shall be agreed in writing between the Parties;
- 1.2 **"Applicable Law"** means any applicable law, statute, rule, regulation, ordinance, guideline, by-law or subordinate legislation whether in effect in India on the Effective Date or thereafter and all amendments to the same which come into force from time to time, with which the Parties must comply with while discharging their obligations under this Agreement;
- 1.3 **"Course"** shall mean various programs such as B.Sc Clinical Research, M.Sc Clinical Research, Masters in Public Health, BBA Aviation Management, BBA



*[Handwritten signature]*



DEAN  
School Of Health Sciences  
Sushant University  
Sector-55  
Gurgaon, Haryana



Logistics Management, MBA Healthcare Management, MBA Aviation Management and MBA Logistics Management, collectively, under this Agreement;

1.4 "Effective Date" shall mean the date of execution of this Agreement; and;

1.5 "Term" shall the meaning ascribed to it in Clause 6 of this Agreement.

## 2. SCOPE OF THE WORK:

The First Party hereby appoints the Second Party to provide services pertaining to Healthcare and Aviation education, whereby, the Second Party along with delivering a curriculum, would also provide an expert faculty for the following courses i.e. BSc Clinical Research, MSc Clinical Research, Masters in Public Health, BBA Aviation Management, BBA Logistics Management, MBA Healthcare Management, MBA Aviation Management and MBA Logistics Management, to the First Party, after which the Parties shall jointly offer the aforesaid courses to the students under the name of the First Party. The details pertaining to the said courses are provided in **Annexure-I**, which is annexed with this Agreement.

## 3. ROLES / DUTIES TO BE DISCHARGED BY BOTH PARTIES:

### 3.1 First Party agrees to perform the following duties:


3.1.1 The First Party ensures to fulfill the obligations and / or adhere to the statutory compliances prescribed by UGC, Government of Haryana, Department of Higher Education or any other educational and regulatory body for example; Allied Health Science Professional Council by Government of India / Government of Haryana, as applicable from time to time.

3.1.2 First Party undertakes to be responsible for providing class rooms/library access, IT support / computers lab access to students under this agreement and or any other infrastructural support which may be needed from time to time.

3.1.3 First Party undertakes to provide Second Party visiting faculty/ and any other staff with seating, and wi-fi facilities and further undertakes, that in the normal course of functioning, First Party has no right to hire faculty/Marketing staff of Second Party till the subsistence of this Agreement other than in terms of this Agreement.

3.1.4 First Party undertakes that the Certification i.e. Degree/ Diplomas will be conferred by First Party on successful completion of the course by the candidates, who shall be students under the programmes being run under this Agreement, with the First Party.

  
DR. ANAM  
DIRECTOR-SS, CURRICULUM  
SUSHANT UNIVERSITY

  
DR. SUGAY  
DEAN  
School of Health Sciences  
Sushant University  
Sector-55  
Gurgaon, Haryana

3.1.5 First Party undertakes to provide the degrees as per in accordance with the procedure as laid down by UGC/ any other regulatory body of the University/State/Centre/ any court and further undertakes to ensure that such degrees are in compliance with the prevalent Laws / procedures.

**3.2 Second Party agrees to perform the following duties:**

3.2.1 Second Party undertakes to provide academic support to First Party in delivery of the course curriculum as specified/approved by the Board of Studies /Competent Authority of the University as well as successfully conducting of examination as specified by the board of Examiners / University as per University approved Regulations.

3.2.2 Second Party undertakes that it will share the program wise list of faculty deputed for the programs jointly offered by the Parties.

3.2.3 Second Party undertakes to set up examination paper and evaluation system as per First Party Regulations and as approved by the Competent Authority of First Party.

3.2.4 Second Party undertakes that the library books shall be supplemented by Second Party during tenure of this agreement in addition to the books purchased by First Party, as per course requirement.

3.2.5 Second Party undertakes that it shall bear all costs related to deployment of Visiting Faculty/Experts for teaching and University Boards and Second Party assures that it will be their responsibility to ensure all such visiting faculty/ expert are well competent and professional in their respective field and do their job to the satisfaction of First Party.

3.2.6 Second Party undertakes that the faculty of the Second Party shall be considered as visiting faculty in addition to faculty of First Party and it shall be the responsibility of Second Party to make available suitable faculties/ experts as per the requirement of First Party, software for training; organize internship or any other academic or any other activity to complete the course successfully and further, Second Party undertakes that all costs on this account shall be borne exclusively by Second Party without any claims and/or affecting First Party in any manner, whatsoever.

3.2.7 Second Party undertakes that it will utilize at least 30% expert faculty of First Party for teaching some of the courses being offered under this



A handwritten signature in black ink, appearing to be "Anand", written in a cursive style.



DEAN  
School of Health Sciences  
Surjit University  
Sector-65  
Gurgaon, Haryana

Agreement, in such cases, the amount as per the following calculation shall be paid to First Party by the Second Party for such services extended by First Party:


$$\frac{\text{Total no of hours taught by First Part Faculty}}{\text{Grand total no of Teaching hours}} \times \text{total Faculty cost of Second Party} \\ = \text{Amount payable by Second Party to First Party}$$

- 3.2.8 Second Party undertakes that it shall be responsible for the setting lab facility with equipment required from time to time to conduct the practical training of students enrolled in various programs jointly offered by the Parties and further, all costs related to the setup of facility with equipment required from time to time to conduct the practical training of students enrolled shall be borne exclusively by Second Party without any claims and/ or affecting First Party in any manner.
- 3.2.9 Second Party undertakes that it shall provide counselling support to First Party for admission of students as per requirement and as desired by First Party during tenure of this Agreement. These students will be admitted by First Party as per the qualification specified for the course by the Academic Council of the Universities, as applicable. The process of admission will be that as specified by the Academic Council of First Party as applicable. Second Party will make efforts for admitting minimum guaranteed number of students in each program mutually agreed upon by the parties as per **Annexure – I**.
- 3.2.10 Second Party undertakes that it will arrange suitable internship & final placement of all students enrolled in various programs agreed upon in this Agreement, for which cost shall be borne by Second Party. It is also agreed that the Placement has two parts, internship and final jobs for the students.

#### 4. FEE & REVENUE SHARING

- 4.1 The First Party shall determine the Fee structure for the courses in its sole discretion and the fee so decided by the competent authority of First Party shall be collected by First Party and deposited in an Escrow Account, specifically set up by the First Party, for collection of revenue generated under this Agreement.
- 4.2 Both the parties have mutually agreed to share the revenue generated of the students admitted in the aforementioned courses, in the following manner:
- 4.2.1 The Fee collected in case of students admitted by Second Party shall be distributed in the ratio of 40% to First Party and 60% to Second Party, in lieu of agreed consideration for all services rendered by Second Party to First Party.


  
DEAN  
School of Health Sciences  
Sushant University  
Sector-55  
Gurgaon





4.2.2 The Fee collected in case of students admitted by First Party shall be distributed in the ratio of 70% to First Party and 30% to Second Party, in lieu of agreed consideration for all services rendered by Second Party to First Party.

The complete details pertaining to the revenue sharing ratios between the parties is also provided in **Annexure – II**, which is annexed with the present Agreement

- 4.3 Both Parties agree that all such collection of revenue generated will be split/shared/transferred as per percentage specified in **Clause 4.2.1 & 4.2.2** and **Annexure – I & II** as annexed with the present Agreement.
- 4.4 The fee collected shall be transferred within first week of every month and both parties shall carry a reconciliation of accounts on quarterly basis.
- 4.5 Both Parties agree that any GST/Tax applicable on payments made to Second Party will be deducted by First Party as per norms and statutory requirements (as applicable from time to time).
- 4.6 The First Party caters to exceptional students by awarding them with Scholarships and the same shall be applicable for the students admitted in the courses of Allied Health Science, Aviation and Management Programs. In case of any scholarship awarded to a student, selected by the First/Second Party, the revenue sharing shall be considered after deducting the scholarship amount from the tuition fee.

## 5. TERM

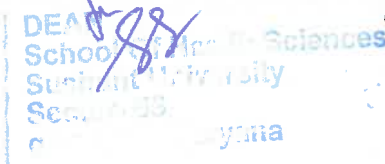
The Agreement executed between the Parties will come into force from 11 Aug 2021 and will be valid for a period of 3 years. The same shall cease to exist on 10 Aug 2024, unless extended on mutually agreed terms in writing.

## 6. RELATIONSHIP

The relation between the Parties hereto shall be on principal to principal basis and nothing herein shall be construed to create the relationship of principal and agent or employer and employee or partnership or joint venture or otherwise, during the subsistence of this Agreement.

## 7. EXCLUSIVE ENGAGEMENT

7.1 Both the Parties shall be prevented from engaging any other University / Institution / Organization for rendering the services during the subsistence of this Agreement. The Parties will ensure to not to partner with any of the partnering organization(s) where both the Parties have existing partnership and / or with the Institution / Organization, which are dealing in the same field. *in gurgaon (gurgaon)*



- 7.2 Both Parties undertake that the training programs being conducted by Second Party at various hospitals and/or any other locations will not fall under this agreement unless conducted at First Party Campus.
- 7.3 Both Parties undertake that since Second Party also works with forums like DIPSAR, CRI, CII, Assocham, FICCI, other clinical research and health care bodies, which Second Party will continue to do so without interference from First Party, unless in contravention of any the provisions of the present Agreement.

## 8. CONFIDENTIAL INFORMATION

The parties shall treat the details of this Agreement and any and all information made available to each Party by the other Party or information of the other Party to which either Party becomes privy to during this Agreement as confidential (Confidential Information). The Parties agree that neither Party shall publish or divulge confidential information of the other Party, unless required under law. In case one Party needs to provide any information including confidential information to any government authority, they must inform the other Party well in advance.

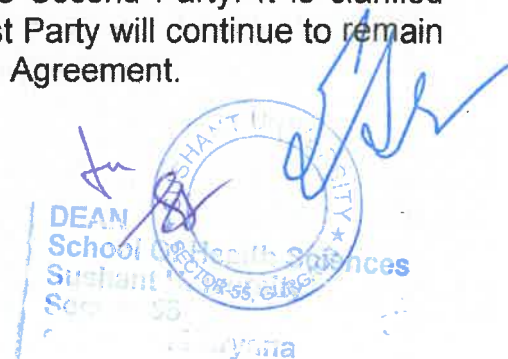
The Second Party shall keep confidential any: (A) Information pertaining to the process of hiring of the staff members and their personal details; (B) Information relating to the students who are admitted in the aforementioned courses; and (C) other tangible or intangible property furnished by First Party in connection with this Agreement and/or data, goods and/or information (the "Confidential Information") and shall not divulge, directly or indirectly, the Confidential Information for the benefit of any other party without First Party's prior written consent. Confidential Information shall also include any notes, summaries, reports, analyses or other material derived by Second Party in whole or in part from the Confidential Information in whatever form maintained (collectively, "Notes"). Except as required for the efficient performance of this Agreement and/or Order, Second Party shall not use or permit copies to be made of the Confidential Information without Purchaser's prior written consent. If any such reproduction is made with prior written consent, notice referring to the foregoing requirements shall be provided thereon.

## 9. ASSIGNMENT & SUB CONTRACTING

The rights and obligations of the First Party under this Agreement shall not be transferred or assigned or subcontracted in favour of any third by the Second Party. It is clarified herein that at all times the Second Party along with the First Party will continue to remain fully responsible for the completion of obligations under this Agreement.



*Handwritten signature*





## 10. TERMINATION

10.1 This Agreement shall terminate on the occurrence of the following breaches and / or events by the parties:

- i. This Agreement shall terminate on the occurrence of any breach of terms and conditions of this Agreement by either of the Parties, whereby the other Party may issue a notice of 30 days to the defaulting Party, demanding it to remedy such breach. If the defaulting Party fails to remedy the breach within the notice period, then the other Party shall have the right to terminate this Agreement with immediate effect.
- ii. Either Party hereto may terminate this Agreement with a notice period of 60 days after assigning specific reasons for such termination
- iii. In case of termination, all students who are studying their course will be completed by both the parties. No new student will be recruited form that year.

10.2 On termination of this Agreement, the Second Party undertakes:

- i. That it will not deal / represent itself to be working with the First Party, post Termination of the Agreement;
- ii. To ensure to clear the secure site provided in the campus by the First Party, by taking possession of all the installed equipment and transferring the same in their own premises;
- iii. To return to the First Party, forthwith all goods, articles, things, samples and other materials given to the Second Party for any purpose and render proper accounts of the same;
- iv. To pay to the First Party, forthwith, all amounts due or owing by it to the First Party and to clear all its liability as per law.
- v. Both parties will not employ, employees of either party for a period of 02 years.

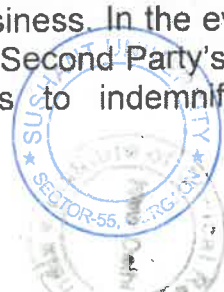
## 11. INDEMNIFICATION

To indemnify and keep indemnified the First Party from and against all and any loss, damage, liability claims, actions, suits and proceedings whether civil or criminal and all costs, charges, expenses, losses or damages suffered or caused including the legal fees and costs incurred by the First Party because of: -

- i. Any neglect, default, breach, non-observance, non-performance by the Second Party and/or its agents, employees etc. in connection with the Business;
- ii. Any other reason so long as such loss, damage, liability, fees or costs resulted from the Business and was not due to any default of the First Party; and
- iii. The Second Party undertakes that it has complied with and fulfilled, in all respects, all the requisite compliances and the requirements of the statutory provisions applicable to the Business. In the event of there being any defect or deficiency or inadequacy in the Second Party's right to execute this Agreement, the Second Party undertakes to indemnify the First Party against all



*Rugel*



DEAN  
School Of Health Sciences  
Sushant University  
Sector-55  
Gurugram



consequences arising therefrom including damages, losses, costs or any other claims and demands relating thereto.

## 12. DISPUTE RESOLUTION & JURISDICTION

- i. That in the event of any dispute or differences arising between the Parties pertaining to the present Agreement or otherwise, the Parties shall enter, in good faith, into negotiations, aimed at finding an amicable solution, thereby, settling the matter, however, if in case the settlement fails then the Parties may refer any dispute, to a Sole Arbitrator who would be appointed after mutual agreement in accordance with the provisions of Arbitration & Conciliation Act, 1996, the rules and regulations framed there under or any other statute as enforced and amended from time to time.
- ii. The seat of Arbitration would exclusively be the Territory of Delhi.
- iii. The Courts of New Delhi shall have exclusive jurisdiction over any dispute arising from this Agreement.

## 13. WAIVER

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

## 14. NOTICES

14.1 Any notice or other information required by this Agreement to be given by a Party to the other Party may be given by hand or sent by first class pre-paid registered post reputed courier service to the other Party on the following address:

Details	First Party	Second Party
Address	Sector 55, Golf Course Road, Gurgaon – 122003	#203, Second Floor, Deenar Bhawan, 44, Nehru Place, New Delhi – 110019
Attention of	Registrar, Sushant University (Erstwhile Ansal University)	Institute of Clinical Research India

14.2 Any notice or other information sent by email / facsimile transmission or comparable means of communication shall be deemed to have been duly given on the next day after transmission provided a confirmation of such notice is sent by post as mentioned hereinabove.

14.3 Either Party may change its address by notifying in writing to the other Party about the change within 15 (fifteen) days of such a change.



**15. AMENDMENT**

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, change, waiver or discharge which is sought to be enforced.

**16. ENTIRE AGREEMENT**

This Agreement, with documents as are expressly incorporated by reference, is intended as a complete, exclusive and final expression of the Parties' agreement with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether written or oral, between the Parties. The Parties represent that they are not relying upon any representations, understandings or agreements, written or oral, which are not included herein in making their respective decisions to execute this Agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The term "including" shall mean and be construed as "including, but not limited to", unless expressly stated to the contrary.

**17. FORCE MAJEURE**

Force Majeure means any unforeseen event or circumstance that is beyond the reasonable control of either Party, which event cannot by exercise of reasonable diligence be prevented or caused to be prevented, and which adversely affects such Party's performance of its duties and obligations or enjoyment of its rights under this Agreement. Neither Party shall be liable for failure to perform or for delay in performing any obligation under this Agreement if the performance of either of the Parties is prevented or delayed, in whole or in part, by Force Majeure such as war, civil commotion, industrial dispute, riot, rebellion, order of government or public or local authority, natural disaster, major fire, unprecedented flood, major explosion, epidemic, quarantine restrictions, and acts of God. The Party that is unable to perform its obligations under the Agreement owing to such Force Majeure situation shall give a notice in writing with a documentary proof to other Party within 48 hours of occurrence of such event. If such delay or failure continues for at least seven (7) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

**18. SURVIVAL**

The following Sections shall survive termination or cancellation of this Agreement: Clause 10, 12, 14 of the Agreement.

**19. SEVERABILITY:**

Should any provision of this Agreement be held to be invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this Agreement but without

DEAN  
School Of Health Sciences  
Sushant University  
Sector-55  
Gurugram

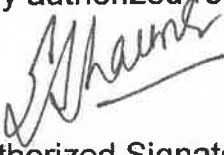


invalidating any of the remaining provisions of this Agreement. However, efforts may be made to substitute the invalid clause by a new clause, which will be legally valid, in line with the intents of this Agreement.

## 20. OTHER TERMS AND CONDITIONS:

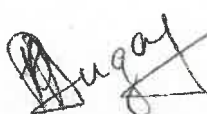
- 20.1 Both Parties agree that there shall be a separate Program Coordinator for this collaborative arrangement, who would interact with their counterpart, to pursue academic goals in respect of collaborative programs. The First Party acknowledges that \_\_\_\_\_ shall be the Academic Program Coordinator, and \_\_\_\_\_ shall be the Academic Program Coordinator for Second Party. It would be the sole discretion of the Parties to change its designated program coordinators, as and when the need arises.
- 20.2 Both Parties undertake that the Laboratory requirements will be jointly decided by First Party and Second Party as per the prescribed course curriculum.
- 20.3 Both Parties undertake online classes will not be allowed for more than 20% course content for any program in a semester.
- 20.4 Both Parties undertake that In case if any of the Parties takes the name of the other Party in Press / TV / Digital and / or any other media for Advertisement / Press Release Communication to the students / Faculty / Public at large then the Party using the name of the other Party shall first seek permission and pursuant to the approval being granted, to do the needful.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date written herein below:

  
Authorized Signatory  
Name: Dr. Sanjeev Kumar Sharma  
Designation: Registrar  
Organization: Sushant University  
(Erstwhile Ansal University)  
Date: 11.08.2021

### Witnesses

Name: Amit Kumar Aggarwal  
Signature: Amit Kumar Aggarwal


  
Authorized Signatory  
Name : Mr. Shiv Raman Dugal  
Designation: Chairman  
Organization: Institute of Clinical Research India

Date:

### Witnesses


Name:

Signature:

  
DEAN  
School Of Health Sciences  
Sushant University  
Sector-55



## MEMORANDUM OF UNDERSTANDING

<b>Part – 1</b>	<b>Entities</b>
Part - A	<p>Vatel Hotel &amp; Tourism Business School,  <b>Sushant University</b>          Sector 55, Gurgaon          HARYANA  <b>Represented by</b>          Dr. Sanjeev Sharma          Registrar  <a href="mailto:registrar@sushantuniversity.edu.in">registrar@sushantuniversity.edu.in</a></p> <p><b>Signature:</b>  <b>Date</b></p>
Part - B	<p><b>INTERNX Ltd.</b>          31, Avenue Pigeon          Hillcrest, Sodnac,          Plaine Wilhems,          MAURITIUS  <a href="mailto:jay.kotowaroo@gmail.com">jay.kotowaroo@gmail.com</a>  <b>Represented by</b>          Mr. Jaynand Kotowaroo,          Director and Co-Founder</p> <p style="text-align: center;"></p> <p><b>Signature:</b>  <b>Date: 21.09.21</b></p>
<b>Part – 2</b>	<b>Purpose:</b>
	Provision of hands-on internship for students of part A by part B
<b>Part – 3</b>	<b>Duration:</b>
	Six months or one year as the case may be

*Sanjeev*  
 Vatel Hotel & Tourism  
 Sushant University  
 Sector-55, Gurugram

School



Part – 4	<b>Departments:</b> <ul style="list-style-type: none"> <li>• Front Office*</li> <li>• Food and Beverage</li> <li>• Kitchen</li> <li>• Housekeeping</li> </ul> (*Front office is only for the fluent French speaking students)
Part – 5	<b>Country of internship</b> MAURITIUS
Part – 6	<b>Hotels</b> As approved by part A Part B will give all information regarding the training manager with Email ID and contact details
Part – 7	<b>Administrative: - Students will pay for</b> <ol style="list-style-type: none"> <li>1. Visas</li> <li>2. Air ticket</li> <li>3. All insurances</li> <li>4. Professional fees to Part B (USD 875)</li> <li>5. Covid Clearance</li> <li>6. Accommodation</li> </ol>
Part – 8	<b>Responsibilities of Part A</b> <ol style="list-style-type: none"> <li>1. Obtain all clearances from parents</li> <li>2. To timely provide the students' details to the Part B</li> </ol>
Part – 9	<b>Responsibilities of Part B</b> <ol style="list-style-type: none"> <li>1. To obtain offer of training from the hotels individually for all students.</li> <li>2. To assist the students in obtaining visas.</li> <li>3. To liaise with the training managers of hotels. To meet the students upon arrival in the country.</li> <li>4. To facilitate the lease of their accommodation. Prior approval of students before their departure from India is necessary.</li> <li>5. To ensure their personal wellbeing and assist in medical, political and environmental emergencies including evacuation.</li> <li>6. Finalisation of stipend and obtaining the certificate of completion of internship from the concerned hotel.</li> </ol>





Hotel & Tourism Business School  
 Sushant University  
 Sector-55, Gurugram

<b>9</b>	<b>Responsibilities of Part B</b> <ol style="list-style-type: none"> <li>1. To obtain offer of training from the hotels individually for all students.</li> <li>2. To assist the students in obtaining visas.</li> <li>3. To liaise with the training managers of hotels. To meet the students upon arrival in the country.</li> <li>4. To facilitate the lease of their accommodation. Prior approval of students before their departure from India is necessary.</li> <li>5. To ensure their personal wellbeing and assist in medical, political and environmental emergencies including evacuation.</li> <li>6. Finalisation of stipend and obtaining the certificate of completion of internship from the concerned hotel.</li> </ol>
<b>10</b>	<b>Duration of this contract:</b> Unless cancelled, this contract will be valid for a period of 24 months from the date of signing it.

**Other terms:**

1. This MoU can be terminated with a minimum of 3 months' notice given in writing from either side. However, none of the Parties can cancel the contract after a programme has been announced and a students have been enrolled.
2. Students will pay 50% service charges before the issuance of the offer letter from hotel and the balance upon the receipt of the letter.
3. No cancellation can be done after the offer letter has been issued by the hotel.
4. All disputes and differences will be settled in India – Gurugram Courts.

PARTIES	SIGNATURES
Vatel Hotel & Tourism Business School <b>Sushant University</b> Sector 55, Gurugram, HARYANA <b>Represented by</b> Dr. Sanjeev Kumar Sharma Registrar <a href="mailto:registrar@sushantuniversity.edu.in">registrar@sushantuniversity.edu.in</a>	 24/9/21 
<b>INTERNX Ltd.</b> 31, Avenue Pigeon Hilcrest, Sodnac, Plaine Wilhems, MAURITIUS <a href="mailto:jay.kotowaroo@gmail.com">jay.kotowaroo@gmail.com</a> <b>Represented by</b> Mr. Jaynand Kotowaroo, Director and Co-Founder	



Jaynand  
 Vatel Hotel & Tourism Business School  
 Sushant University  
 Sector-55, Gurugram



79

**TERMS OF REFERENCE**

**Internship for students of Vatel School**

**FRANCE**

<b>1</b>	<b>Entitles:</b>
<b>A</b>	Vatel Hotel & Tourism Business School, <b>SUSHANT UNIVERSITY</b> Represented by Dr. Sanjeev Kumar Sharma Registrar <a href="mailto:registrar@sushantuniversity.edu.in">registrar@sushantuniversity.edu.in</a>
<b>B</b>	<b>ALZEA INDIA</b> Represented by: Ms. Priyanka JAJU AGRAWAL Chief Executive Officer <a href="mailto:priyanka@alzea.org">priyanka@alzea.org</a>
<b>2</b>	<b>Purpose:</b> Provision of hands-on internship for students of part A executed and handled by part B.
<b>3</b>	<b>Duration:</b> 6 Months
<b>4</b>	<b>Departments:</b> <ul style="list-style-type: none"><li>• Front Office – Prior French knowledge required</li><li>• Food and Beverage</li><li>• Culinary</li><li>• Housekeeping</li></ul>
<b>5</b>	<b>Cities</b> All over France with major presence in Lyon region
<b>6</b>	<b>Establishments:</b> Hotels Stand-alone restaurants
<b>7</b>	<b>Agency fees:</b> 2,36,000/- which includes <ul style="list-style-type: none"><li>• Accommodation while training in France</li><li>• Duty meals</li><li>• Language training</li></ul>
<b>8</b>	<b>Not included:</b> <ol style="list-style-type: none"><li>1. Air ticket</li><li>2. Visa fee</li><li>3. Insurances</li><li>4. COVID Clearance</li></ol>



*Jaju*  
Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram

9	<b>Responsibilities of Part A</b> 1. Obtain all clearances from parents 2. To timely provide the students' details to the Part B
10	<b>Responsibilities of Part B</b> 1. To obtain offer of training from the hotels / companies individually for all students. 2. To assist the students in obtaining visas and, wherever possible, give briefing. 3. To liaise with the training managers of hotels. To meet the students upon arrival in the country. 4. To find hotels that provide basic accommodation. 5. To assist student with spoken French courses – free of cost. 6. To help students with other health and personality development programs which are optional. 7. To ensure the students' personal wellbeing and assist them in medical, political, and environmental emergencies including evacuation.
11	<b>Duration of this contract:</b> Unless cancelled, this contract will be valid for a period of 24 months from the date of signing it.

ANNEXURE – A.

FRANCE – Costing

SN	DESCRIPTION	PAYMENT Euros @Rs. 87 per Euro	In Indian Rupees
1	ALZEA company registration fee – this must be paid initially, following which all documentation and registration will start	610	53,100
2	2 <sup>nd</sup> Installment	Euros 1000 INR 35,000	87,000 35,000 Total - 1,22,000
3	Final Installment		61,000
4	Cost of visa		10,000
5	Cost health insurance		6,100
6	Cost of accommodation during internship	Provided by the hotel	000
7	Duty Meals	Provided by the hotel	000
8	Total cost		2,52,200

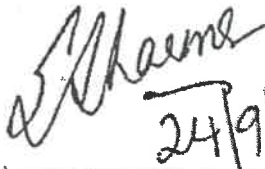
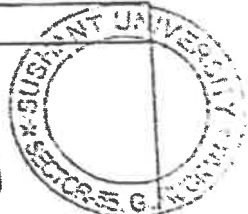



*Janwar*  
Hotel & Tourism Business School  
Seshant University  
Sector-55, Gurugram

9	Earning of Euro 600 for 6 months. Average of EURO (min, without tips)		3,13,200
NET SAVING FOR THE STUDENT			61,000

**Other terms:**

1. Screening of the students going for Internships will be done by Part – A and PART- B
2. Administration of all documents will be done by Part B.
3. Timely rendering of documents to be done by PART-A to speedy the procedure.
4. Visa documents, visa interview briefing, and Visa appointments will be followed up by Part B.
5. Student pursuing French classes will be followed up by Part B and reported to PART-A if any absence is observed.
6. Offer of internship and training plans from hotels will be obtained by Part B
7. Pre-departure and post-arrival briefing by Part B
8. This MoU can be terminated with a minimum of 3 months' notice given in writing from either side. However, none of the Parties can cancel the contract after a programmer has been announced and a student has been enrolled.
9. No cancellation can be done after the offer letter has been issued by the training hotel.
10. All disputes and differences will be settled in India - Haryana Courts.

Names of the Parties	SIGNATURE
Dr. Sanjeev Kumar Sharma Registrar Sushant University Sector 55, Gurgaon, Haryana, India registrar@sushantuniversity.edu.in	 24/9/21 
Priyanka Jaju Agarwal ALZEA INDIA Classic A, 1003, Neelkanth Palms, Thane- 400610 Mumbai, Maharashtra, India priyanka@alzea.org	DocuSigned by: Signature:  52FC16A4170241E...

Vatel Hotel  
Sushant University  
Sector-55, Gurugram






14

TERMS OF REFERENCE

Internship for the students

Of

Vatel Hotel & Tourism Business School

**UAE**

<b>1</b>	<b>Entities</b>
Part - A	Vatel Hotel & Tourism Business School, <b>Sushant University</b> Sector 55, Gurugram, HARYANA <b>Represented by</b> Dr. Sanjeev Kumar Sharma Registrar <a href="mailto:registrar@sushantuniversity.edu.in">registrar@sushantuniversity.edu.in</a>
Part - B	<b>PREMIER HOSPITALITY INTERNSHIP</b> Office No 52, Sector 15, Part 2 Gurugram 122001, HARYANA <a href="mailto:rahul@hotelintern.in">rahul@hotelintern.in</a> <b>Represented by</b> Mr. Rahul Chaudhary Director – Training & Placement
<b>2</b>	<b>Purpose:</b> Provision of hands-on internship for students of part A executed and handled by part B
<b>3</b>	<b>Duration:</b> 12 months
<b>4</b>	<b>Departments:</b> <ul style="list-style-type: none"><li>• Front Office</li><li>• Food and Beverage</li><li>• Kitchens</li><li>• Housekeeping</li></ul>
<b>5</b>	<b>Country / City of internship:</b> <ul style="list-style-type: none"><li>• Dubai</li><li>• Abu Dhabi</li><li>• Ras – Al – Khaimah</li><li>• Fujeirah</li><li>• Kuwait</li></ul>

*Jaumari*  
Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram



6	<b>Establishments:</b> <ul style="list-style-type: none"> <li>• Emaar Hospitality</li> <li>• Hilton Group</li> <li>• Marriott Hotels</li> <li>• Rotana Group</li> <li>• Accor Group</li> </ul>
7	<b>Agency fee</b> <b>INR 1,25,000</b> <b>Includes the following:</b> <ul style="list-style-type: none"> <li>• Visa</li> <li>• Accommodation</li> <li>• Med insurance</li> <li>• Transport</li> <li>• Duty meals</li> <li>• Airport pick-up</li> </ul>
8	<b>Not included in the fee</b> <ul style="list-style-type: none"> <li>• Air ticket</li> </ul>
9	<b>Stipend:</b> AED 500 to 750 per month (20.10 Indian Rupees) Kuwait Dinar 62 per month (One KD = 245 Indian Rupees)
10	<b>Responsibilities of Part A</b> <ol style="list-style-type: none"> <li>1. Obtain all clearances from parents</li> <li>2. To timely provide the students' details to the Part B</li> </ol>
11	<b>Responsibilities of Part B</b> <ol style="list-style-type: none"> <li>1. To obtain offer of training from the hotels / companies individually for all students.</li> <li>2. To assist the students in obtaining visas. Briefing</li> <li>3. To liaise with the training managers of hotels. To meet the students upon arrival in the country.</li> </ol>
12	<b>Duration of this contract:</b> Unless cancelled, this contract will be valid for a period of 24 months from the date of signing it.

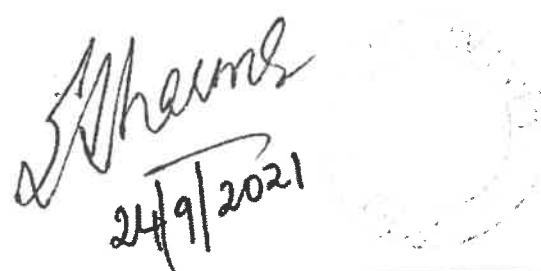
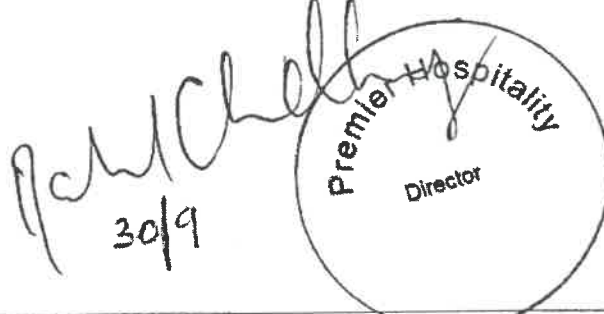
**Other terms:**

1. Administration and screening of all documents will be done by Part B
2. Visa documents, visa interview briefing and Visa appointments will be followed up by Part B
3. Internship offers will be obtained by Part B
4. Training plan from the different hotels will be obtained by Part B
5. Pre-departure and post-arrival briefing by Part B



*Jaunaz*  
Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram

6. This MoU can be terminated with a minimum of 3 months' notice given in writing from either side. However, none of the Parties can cancel the contract after a programme has been announced and a students have been enrolled.
7. No cancellation can be done after the offer letter has been issued by the hotel.
8. All disputes and differences will be settled in India - Haryana Courts.

NAMES OF PARTIES	SIGNATURES
<p>Vatel Hotel &amp; Tourism Business School,  <b>Sushant University</b>            Sector 55, Gurugram, HARYANA  <b>Represented by</b>            Dr. Sanjeev Kumar Sharma            Registrar  <a href="mailto:registrar@sushantuniversity.edu.in">registrar@sushantuniversity.edu.in</a></p>	 <p>24/9/2021</p>
<p><b>PREMIER HOSPITALITY INTERNSHIP</b>            Office No 52,            Sector 15, Part 2            Gurugram 122001, HARYANA  <a href="mailto:rahul@hotelintern.in">rahul@hotelintern.in</a>  <b>Represented by</b>            Mr. Rahul Chaudhary            Director – Training &amp; Placement</p>	 <p>30/9</p> <p>Premier Hospitality Director</p>



*A univ.*  
 Vatel Hotel & Tourism Business School  
 Sushant University  
 Sector-55, Gurugram



**TERMS OF REFERENCE**  
**Internship of Vatel Students**  
**USA**

S.NO	Description:
1	<b>Entitles</b>
Part A	Vatel Hotel & Tourism Business School, Sushant University Sector 55, Gurugram, HARYANA Represented by Dr. Sanjeev Kumar Sharma Registrar
Part B	VIRA International. Unit 4, Level – 2 Bradbury's Court Lyon Road HARROW – London HA12BY <u>Trivedi@vira.co.uk</u>  Represented by Mr. Ravi Trivedi Business Development Manager
2	<b>Purpose:</b> This MOU is for the purpose of the arrangement of international internships for candidates wishing to participate in the J-1 Student Internship and Career Training Program in the United States of America.
3	<b>Duration:</b> 12 Months
4	<b>Departments:</b> <ul style="list-style-type: none"> <li>• Front Office</li> <li>• Food and Beverage</li> <li>• Culinary</li> </ul>
5	<b>Establishments:</b> 3 to 5 Star Hotels & Resorts across USA
6	<b>Agency's professional fee:</b> USD – 5,330/- which includes: <ul style="list-style-type: none"> <li>• Application fee</li> <li>• Sponsorship fee</li> <li>• Registration fee</li> <li>• Insurance</li> <li>• Accommodation while training in the USA.</li> <li>• Visa fee</li> <li>• Sevis fee</li> </ul>

a unit  
Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram

7	<p><b>Not included in the fee:</b></p> <ul style="list-style-type: none"> <li>• Air ticket</li> <li>• Covid Clearance</li> <li>• Accommodation while training in the USA</li> </ul>
8	<p><b>Responsibilities of Part A</b></p> <ul style="list-style-type: none"> <li>• To shortlist candidates ensuring they meet eligibility requirements for a Training and Internship Program.</li> <li>• To submit the profile for each candidate to Vira for its consideration after checking the eligibility/ communication skills etc.</li> <li>• To assist Vira in arranging pre-screening interviews with candidates prior to registering applicant for the J1 Program.</li> <li>• To submit any required documents signed by each candidate (Participant eligibility form, Training plan, offer letter) provided in prior by Vira International Limited</li> <li>• To assist in collating necessary documentation required by sponsors.</li> <li>• To educate Candidates about the culture shock; city information; cost of living, including rent, food, telephone calls, etc.; required insurance; adaptation to host site, business, and country; practical information on local support; and visa requirements.</li> <li>• Where necessary to urge students to pay the required fees in a timely manner, to avoid delays in the process.</li> <li>• To notify Vira of any impediment that may cause a delay in the joining or where they may be aware of students who may wish to postpone or cancel an application.</li> <li>• To return any cancelled or Visa – denied original DS 7002 forms to Vira immediately.</li> </ul>
9	<p><b>Responsibilities of Part B</b></p> <ul style="list-style-type: none"> <li>• Vira will use its best efforts to secure a paid internship for the students of placement located in the United States with 3-, 4- or 5-Star Hotels and Resorts across USA</li> <li>• Vira will ensure student are paid a stipend of between \$9.00 to \$14.00 per hour and a minimum of 32-40 hours per week.</li> <li>• Vira will arrange an interview for the students in the area of interest expressed by the student and coach and prepare the students for interviews with sponsors and host companies.</li> <li>• Vira will assist with accommodation leads and arranging temporary housing and transportation from the airport of arrival to the training location.</li> <li>• Vira will facilitate the DS7002 and DS2019 in collaboration with a Department of State designated sponsor in USA and provide</li> </ul>


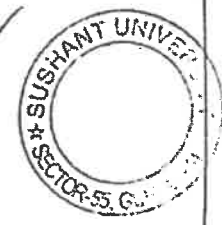


gumz  
 Hotel & Tourism Business School  
 Sushant University  
 Sector-55, Gurugram

	<p>participants with the necessary documentation to apply for an American Visa in US Consulate in India.</p> <ul style="list-style-type: none"> <li>• Vira will secure Visa appointments and prepare students for a successful interview with the US embassy.</li> <li>• Vira reserves the right to refuse to accept participants where they feel they do not meet the criteria or where they feel the program is not in the best interest of the student.</li> </ul>
10	<p><b>Duration of this contract:</b> Unless cancelled, this contract will be valid for a period of 24 months from the date of signing it.</p>

**OTHER ITEMS**

1. Administration of all documents will be done by Part B
2. This MoU can be terminated with a minimum of 3 months' notice given in writing from either side. However, none of the Parties can cancel the contract after a programme has been announced and students have confirmed and enrolled.
3. No cancellation can be done after the offer letter has been issued by the hotel.

<p>Vatel Hotel &amp; Tourism Business School, Sushant University Sector 55, Gurugram, HARYANA Represented by Dr. Sanjeev Kumar Sharma Registrar registrar@sushantuniversity.edu.in</p>	 
<p><b>VIRA International.</b> Unit 4, Level - 2 Bradbury's Court Lyon Road HARROW - London HA12BY Represented by Mr. Ravi Trivedi Business Development Manager Trivedi@vira.co.uk</p>	



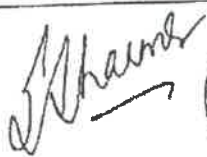

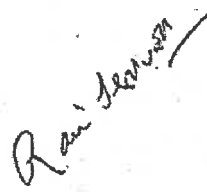
*Jaumo*  
Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram



	<p>Participants with the necessary documentation to apply for an American Visa in US Consulate in India,</p> <ul style="list-style-type: none"> <li>Vira will secure Visa appointments and prepare students for a successful interview with the US embassy.</li> <li>Vira reserves the right to refuse to accept participants where they feel they do not meet the criteria or where they feel the program is not in the best interest of the student.</li> </ul>
10	<p><b>Duration of this contract:</b> Unless cancelled, this contract will be valid for a period of 24 months from the date of signing it.</p>

**OTHER ITEMS**

- Administration of all documents will be done by Part B
- This MoU can be terminated with a minimum of 3 months' notice given in writing from either side. However, none of the Parties can cancel the contract after a programme has been announced and students have confirmed and enrolled.
- No cancellation can be done after the offer letter has been issued by the hotel.

<p>Vatel Hotel &amp; Tourism Business School, Sushant University Sector 55, Gurugram, HARYANA Represented by Dr. Sanjeev Kumar Sharma Registrar registrar@sushantuniversity.edu.in</p>	 
<p>VIRA International, Unit 4, Level - 2 Bradbury's Court Lyon Road HARROW - London HA12BY Represented by Mr. Ravi Trivedi Business Development Manager Trivedi@vira.co.uk</p>	



*Dr. Sanjeev Kumar Sharma*  
Vatel Hotel & Tourism Business School  
Sushant University  
Sector-55, Gurugram

Scanned with CamScanner

*Received*

*Received scanned copy on  
on Nov 02, 2021*

*Kulmohan Singh*

Scanned with CamScanner



**Impartus Innovations Pvt. Ltd.**

GSTIN 29AADC14307A1Z1  
 State Karnataka  
 PAN AADC14307A  
 CIN U72200HR2013PTC051423

**Tax Invoice**

<b>Billing Address</b> Customer Name : Sushant University Contact Person : Customer Address : Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram-122033 State : Haryana Contact No : GSTIN Number : B2C		<b>Shipping Address</b> Customer Name : Sushant University Contact Person : Customer Address : Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram-122033 State : Haryana Contact No : GSTIN Number : B2C		Invoice No: IIP/L/21-22/Oct56 Invoice Date: 31-Oct-21
---	--	--	--	--

Sl. No.	Description	HSN/SAC Code	Quantity	Unit Price (₹)	Total Value (₹)	CGST		SGST		IGST		CESS		Amount (₹)
						(₹)	(%)	(₹)	(%)	(₹)	(%)	(₹)	(%)	
1	Invoice for first year (Count-9)	999293	9	33,333.30	300,000	-	0%	-	0%	54,000	18%	-	0%	354,000
<b>Total</b>					300,000					54,000				354,000

**Note :**  
 Payment Terms : 100% Payment is due.

Total Value	300,000
Total Tax	54,000
<b>Total Invoice Amount</b>	<b>354,000</b>

**Rupees Three Lakhs Fifty Four Thousand Only**

Total Invoice Amount (in words)

Cheque/DD to be made in favour of "Impartus Innovations Pvt. Ltd."  
**Bank details for RTGS/NEFT :-**  
 Bank Name ICICI Bank  
 Account No. 000205024931  
 Account Type Current A/c  
 IFSC Code ICIC0000002  
 Branch Bangalore Branch, ICICI Tower, Commissariat Road, Bangalore-560025

Impartus Innovations Pvt. Ltd. #884, 6th and 7th Main, 22nd Cross, Sector-7, HSR Layout, Bengaluru, Karnataka 560102.

Telephone: 91 80 46620600      Mail info@impartus.com      www.impartus.com  
 CIN: U72200HR2013PTC051423



**Impartus Innovations Pvt. Ltd.**

GSTIN 29AADC14307A121  
 State Karnataka  
 PAN AADC14307A  
 CIN U72200HR2013PTC051423

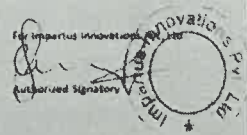
**Tax Invoice**

<b>Billing Address</b>		<b>Shipping Address</b>		<b>Invoice No:</b> IP/11/11/Oct/17
Customer Name	Sushant University	Customer Name	Sushant University	<b>Invoice Date:</b> 01-Oct-17
Contact Person		Contact Person		
Customer Address	Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram-122033	Customer Address	Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram-122033	
State	Haryana	State	Haryana	
GSTIN Number	B2C	Contact No		
		GSTIN Number	B2C	

SL No.	Description	HSN / SAC Code	Quantity	Unit Price (₹)	Total Value (₹)	CGST (%)	SGST (%)	IGST (%)	CESS (%)	Amount (₹)	
1	Invoice for first year (Count-6 1st year)	999293	6	33,333.30	200,000	0%	0%	36,000	18%	0%	236,000
<b>Total</b>					200,000			36,000			236,000

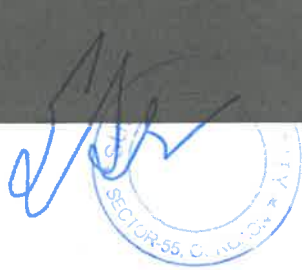
**Note:**  
 Payment Terms: 100% Payment is due.  
 Total Invoice Amount: Rupees Two Lakhs Thirty Six Thousand Only  
 Total Invoice Amount (in words):

Cheque/DD to be made in favour of "Impartus Innovations Pvt. Ltd."  
 Bank details for RTGS/NEFT:  
 Bank Name: ICICI Bank  
 Account No: 000205024931  
 Account Type: Current A/c  
 IFSC Code: ICIC0000002  
 Branch: Bangalore Branch, ICICI Tower, Commissariat Road, Bangalore 560025



Impartus Innovations Pvt. Ltd. #884, 6th and 7th Main, 22nd Cross, Sector 7, HSR Layout, Bengaluru, Karnataka 560107

Telephone +91 80 46620600      Mail info@impartus.com      www.impartus.com  
 CIN U72200HR2013PTC051423



Dean  
 School of Business  
 Sushant University  
 Sector 55, Gurugram Haryana





Impartus Innovations Pvt. Ltd.

GSTIN 29AADC14307A1Z1

State Karnataka

PAN AADC14307A

CIN U72200HR2013PTC051423

Tax Invoice

Billing Address

Customer Name : Sushant University
Contact Person :
Customer Address : Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram-122033
State : Haryana
Contact No:
GSTIN Number: B2C

Shipping Address

Customer Name : Sushant University
Contact Person :
Customer Address : Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram-122033
State : Haryana
Contact No:
GSTIN Number: B2C

Invoice No: IPL/21-22/Oct57
Invoice Date: 31-Oct-21

Table with 11 columns: Sl. No., Description, HSN/SAC Code, Quantity, Unit Price (₹), Total Value (₹), CGST (₹), CGST (%), SGST (₹), SGST (%), GST (₹), GST (%), CESS (₹), CESS (%), Amount (₹). Row 1: Invoice for first year (Count-6 1st year), 999293, 6, 33,333.30, 200,000, 0%, 0%, 0%, 0%, 36,000, 18%, 0, 0%, 236,000.

Note :

Payment Terms : 100% Payment is due.

Total Value 200,000
Total Tax 36,000
Total Invoice Amount 236,000

Rupees Two Lakhs Thirty Six Thousand Only

Total Invoice Amount (in words)

Cheque/DD to be made in favour of "Impartus Innovations Pvt. Ltd."

Bank details for RTGS/NEFT :-

Bank Name ICICI Bank
Account No. 000205024931
Account Type Current A/c
IFSC Code ICIC0000002
Branch Bangalore Branch, ICICI Tower, Commissariat Road, Bangalore-560025

Authorized Signatory (Signature and Stamp of Impartus Innovations Pvt. Ltd.)

Impartus Innovations Pvt. Ltd. #884, 6th and 7th Main, 22nd Cross, Sector-7, HSR Layout, Bengaluru, Karnataka 560102.

Telephone: +91 80 46620600

Mail: info@impartus.com
CIN: U72200HR2013PTC051423

www.impartus.com



Handwritten signature and text: Dean, School of Management, Sushant University, Sector 55, Gurugram Haryana

Bond



**Indian-Non Judicial Stamp  
Haryana Government**



Date :08/04/2021

Certificate No. G0H2021D2906



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 76292221



Penalty : ₹ 0  
(Rs. Zero Only)

**Deponent**

Name: Sushant University Erstwhile ansal university

H.No/Floor : 00

Sector/Ward : 55

Landmark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*72



Purpose : Agreement to be submitted at Concerned office

**Memorandum of Understanding**

This Memorandum of Understanding (hereinafter called as 'MOU') is entered into on this 9th day of April, 2021.

**BETWEEN**

**Sushant University (SU) (erstwhile Ansal University)**, a private educational university of Govt. Of Haryana, having its campus at Sector-55, Gurgaon - 122003, Haryana (Hereinafter referred to as "Party One" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns) of the First Part

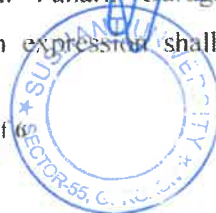
**AND**

**National Institute of Solar Energy (NISE)**, an Autonomous Institution of the Ministry of New and Renewable Energy (MNRE), Govt. of India, having its Headquarters at NISE Campus, Gurugram-Faridabad Highway, Gwal Pahari, Gurugram - 122003, Haryana (Hereinafter referred to as "Party Two" which expression shall unless repugnant to the



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

Page 1 of 6



*[Handwritten Signature]*



context or meaning thereof, mean and include its successors, executors and permitted assigns) of the Second Part.

Both SU and NISE are referred to individually herein as a "Party" and collectively as the "Parties"

#### WHEREAS

Sushant University was established in 2012 under the Haryana Private Universities Act 2006 under the Haryana Private Universities Act 2006. Located in the heart of Gurgaon, India's largest hub of Fortune 500 companies, it has eight schools offering programmes in Architecture, Design, Planning, Law, Management, Hospitality, Engineering and Health.

The University has collaborated with some of the finest Universities and Institutions in UK like University of West England, University of Warwick, University of Bournemouth, and Vatel International, France in the areas of Curriculum Development, student and Faculty Exchanges, joint Ph.D. supervisions, Joint Research and seminars and study semester abroad Programmes.

With the growing demand of renewable energy production, the need for qualified and skilled engineers in the energy industry is increasing. The undergraduate engineering education is a suitable place to start the training on renewable energy technologies. Keeping this in mind, **School of Engineering @ SU** offers a multidisciplinary undergraduate **Electrical Engineering with specialisation in Renewable Energy** programme in the interest of exposing students to many different perspectives in and out of the classroom. The graduates will be prepared to meet the renewable energy challenges of the 21st century in a wide range of careers.

#### WHEREAS

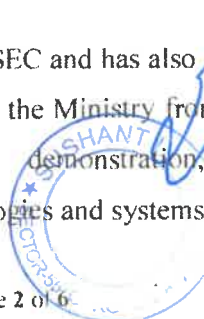
**National Institute of Solar Energy (NISE)** is the apex National R&D institution in the field of Solar Energy. The Government of India has transformed 25 years old Solar Energy Centre (SEC) under MNRE in October, 2013 into an autonomous institution to assist the Ministry in implementing the National Solar Mission and to coordinate research & development, technology demonstration, capacity building and other related works.

NISE has assumed all technical activities of SEC and has also re-organized itself to undertake roles and responsibilities as assigned to it by the Ministry from time to time. The institute is involved in conceptualization, technology demonstration, standardization, interactive research, training and testing of solar technologies and systems; and



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

Page 2 of 6



A handwritten signature in blue ink, appearing to read "Sushant".





NISE is aiming to be an effective interface between the Government and Institutions, industry & user organizations for development, promotion and widespread utilization of solar energy in the country and abroad.

Both SU and NISE, therefore, agree to work together in an integrated and collaborative manner in relation to Renewable Energy Sector, especially Solar Energy covering Industry, Utilities and all other involved stakeholders.

### **Article 1 – Broad Areas of Cooperation**

SU and NISE have identified the following areas of mutual interest:

1. Jointly offer certificate/short-term/diploma courses/specialization that can be executed at NISE/SU. Share expertise for teaching courses of the Renewable Energy UG / PG programme
2. Jointly identify and work on research problems in interdisciplinary areas like sustainable development, urban planning, applications of artificial intelligence, machine learning, internet of things, robotics automation, electric vehicles in renewable energy sector, etc.
3. Jointly organize interactive sessions, workshops, round-tables, seminars and conferences, whenever and wherever feasible; Conduct “Training the Trainers” Programme, Entrepreneurship Development Programme, Standardization of Courses and Certification Programmes, Testing Protocols, Commercialization of R&D activities, etc.
4. Extend preferential treatment to each other in levy of participation fee; Infrastructure/facility usage fee, hostel fee, Guest House fee, etc.
5. Allow each other’s faculty members, trainees and students easy access to Campus, Library, Laboratory, Testing and other facilities;
6. Provide and share each other’s company logos, Annual reports, Brochures/Flyers, Reading/Course Materials, Programme Information etc. and prominently display the same at Library, Notice Board, Website etc. as the case may be;



*[Signature]*  
Dean,  
School Of Engg. & Technology  
Sushant University  
Sector 55, Gurugram



*[Signature]*



7. Jointly work for enhancing industry tie-ups and aligning training to meet the industry-specific requirements and for better employability;
8. Assist each other in “Training the Trainers” Programme, Entrepreneurship Development Programme, Standardization of Courses and Certification Programmes, Testing Protocols, Commercialization of R&D activities, etc.
9. Jointly work towards enhancing and expanding the capacity, capability, facility and infrastructure through resource mobilization and aligning the capacity building, skill development and training programmes by forming national and international alliances and institutional partnerships and
10. There is no financial obligation on either of the parties.

The above areas of co-operation are indicative only and may be expanded or curtailed through mutual consultation.

#### **Article 2 – Validity**

The Memorandum of Understanding (MoU) will enter into force on the date of its signing and will remain valid till five (5) years. However, agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned parties. The validity of this MoU can be further extended with the mutual consent of the parties in writing.

#### **Article 3 - Termination**

This MoU may be terminated by either party by serving three months’ (90 days) notice in writing, without assigning any reason, subject to completion of assignments in hand.

#### **Article 4 – Governing Law**

Laws of India shall govern this MoU.



*[Handwritten Signature]*  
*[Handwritten Signature]*  
Dean  
School Of Engg. & Technology  
Sushant University  
Sector 55, Gurugram



## Article 5 – Confidential Information

Either Party will not disclose any proprietary information that is provided to it by the other Party under this Agreement or which that Party may have access to pursuant to this Agreement. Such information may include, policies, internal workings of Parties, data, other proprietary information of either Party including but not limited to the trade practices, strategies, or product development plans of either Party ("Confidential Information"). Each Party agrees to prevent unauthorised access to or dissemination of the proprietary and Confidential Information of the other Party. Each Party acknowledges and agrees that it shall be responsible to ensure its employees' adherence to the confidential obligations set forth in this clause. However, this restriction does not apply to information which: (a) either Party independently developed without reference to or use of the confidential information of the other Party; (b) is in public domain without breach of the confidentiality obligation or made public by any Party; (c) is disclosed with the other Party's prior written approval; or (d) is revealed pursuant to court or regulatory order or mandatory process of Law, provided the Party gave as much advance written notice to the other Party as possible (to the extent not prohibited by Law) regarding the disclosure.

## Article 6 – Dispute resolution

This MOU shall be governed, construed and interpreted according to the laws of India and the courts at New Delhi shall have sole and exclusive jurisdiction in relation to matters and/or disputes arising out of this MOU. In the event of any dispute or difference at any time arising between the parties relating to this association or any other clause (s) or any content of the right and liabilities of the parties or other matters specified therein or with reference to anything arising out of the consultancy or otherwise in relation to the terms, whether during the consultancy or thereafter, such dispute or difference shall be endeavored and resolved by mutual negotiations. If, however, such negotiations are infructuous the dispute should be finally settled through arbitration and conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award. The place of arbitration could be New Delhi, as chosen by the party initiating arbitration.

This Memorandum does not grant any exclusive right to any of the two Parties in the areas of cooperation that they mutually agree and shall not create any legal binding obligations upon either Party.

The above areas of co-operation are indicative only and may be expanded or curtailed through mutual consultation.



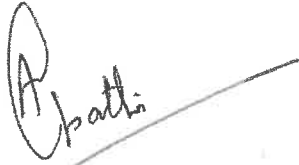
  
Dean  
School of Engg. & Technology  
Sushant University  
Sector 55, Gurugram

Page 5 of 6





IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.



**Dr. Arun K. Tripathi**  
**Director General**  
**National Institute of Solar Energy (NISE)**



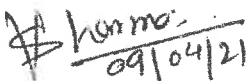

**Prof. (Dr.) Sanjeev Kumar Sharma**  
**Registrar**  
**Sushant University(SU)**





Date: 09/04/2021  
**Dr. Arun K. Tripathi**  
**Director General**  
**National Institute of Solar Energy**  
(An autonomous institute of ministry of New and Renewable Energy, Government of India)  
Gurugram-Faridabad Road, Gwalpahari, Gurugram-122 003 (Haryana)

Date: 09/04/2021

WITNESSED BY:

1.   
Dr. Vikramt Sharma  
Dy. Director (Tech.)  
NISE, Gurugram.
2.   
Rahul Pachawan  
PE-TI  
NISE

WITNESSED BY:

1.   
Dr. Sudipto Sasmal  
Dean, SET
2.   
Dr. Latika Singh  
Associate Dean SET



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



Bond



**Indian-Non Judicial Stamp  
Haryana Government**



Date :16/04/2021

Certificate No. GOP2021D1083



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 76512284



Penalty : ₹ 0

(Rs. Zero Only)

**Deponent**

Name: Sushant University Erstwhile ansal university

H.No/Floor : 00

Sector/Ward : 55

Landmark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*72



Purpose : Agreement to be submitted at Concerned office

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



*Signature*



## ALLIANCE AGREEMENT

THIS Alliance Agreement (Agreement) is entered at Gurugram on this 01<sup>st</sup> day of May, 2021

BETWEEN

**NIIT Ltd.**, a Company incorporated under the Companies Act 1956 having its Registered Office at 8, Balaji Estate, First Floor, Guru Ravidass Marg, Kalkaji, New Delhi, 110 019 (hereinafter referred to as "NIIT" which expression, unless repugnant to the context thereof shall include its affiliates, successors and assigns) on the ONE PART;

AND

**Sushant University (erstwhile Ansal University)** having its Registered Office/Campus at Sushant University, Sector 55, Golf Course Road, Gurugram Haryana (hereinafter called the SU)

**WHEREAS NIIT** is inter alia engaged in the business of imparting skill development training on various software and technologies and has a range of programmes and courses for computer education, banking & finance, computer aided education and other skill related services; and

**WHEREAS** the SU recognizes the benefits to be derived from the aforesaid services; and

**WHEREAS** the SU has assessed and verified itself and is accordingly is desirous of receiving or facilitating certain services from NIIT in training its Learners; and

**WHEREAS** the parties have agreed to provide its services upon the terms and conditions which is expedient to reduce into writing.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

### 1. DEFINITION:

#### 1.1 Definition

**"Agreement"** means this Agreement together with any Annexure, attachments, Exhibits, schedules and SOW;

**"Confidential Information"** means and includes all information of NIIT and its Affiliates and their agents or clients, including any commercial, financial, technical, trade secrets, know-how, inventions, techniques, processes, plans, designs, photographs, algorithms, training material, software programs, source code, schematic designs, business methods, customer lists, contacts, sales and marketing plans and business information of NIIT or other information relating to past, present and future research, development, business activities, products, and services of NIIT and its Affiliate and their agents or clients, list of debtors, secrets of business involved, etc., which is disclosed to the SU (whether disclosed orally or in any other form whatsoever, including without limitation data, drawings, films, documents and computer readable media etc.);

**"Deliverable"** mean various materials, conceived, coordinated, acquired and/or developed by NIIT in relation to the Programs, both written and conveyed in electronic and video media, or like



media and essential to the conduct and execution thereof, by making them available to the Learners during execution of the Program(s) and required by the Learners for the purpose of commencement and till completion of the Programs containing the Intellectual Property and Copyrights of NIIT, both in form and content of Programs and including upgrades and revisions thereof as more particularly mentioned in Annexure-A;

“**Effective Date**” shall mean the date on which the Agreement is executed between the Parties;

“**Force Majeure**” includes any act or event which wholly or partially prevents or delays the performance of obligations arising under this Agreement if (1) such act or event is not reasonably within the control of any Party, and (2) not caused by the fault or negligence of the Party claiming such Force Majeure, and provided that such act or event is in one or more of the following categories: acts of god like flood, lightning, earthquake, fire, explosion and change in law, civil unrest, strike, etc.;

“**Intellectual Property**” and “**Intellectual Property Rights**” means and includes all trademarks, copyrights, designs, patents and all present, future Intellectual Property Rights in logo, Deliverable, trade name, colour combination which may be acquired in the program of time during the currency of this Agreement;

“**Learners**” means the registered and bonafide students of the SU who may benefit from the services of NIIT in terms of this Agreement.

“**Courses**” means the Courses designed by NIIT with the objective to impart training on a particular skillset.

“**Program**” means the combination of Courses which leads to a predefined learning curve of the Learners so as to ensure their enhanced employability in the relevant industry.

“**Term**” means total time prescribed and mutually agreed between the Parties for the purpose of this Agreement i.e. 3 years (three Years);

## 1.2 Interpretation

In this Agreement except to the extent that the context otherwise requires -

- 1.2.1 Any reference to a legislation or the provisions of a legislation includes amendments or re-amendments of the legislation, provisions substituted for, statutory instruments and regulations issued under the legislation;
- 1.2.2 Parties means and includes both NIIT and the SU and “Party” mean and include NIIT or the SU, as the context dictates;
- 1.2.3 Headings are for convenience only and will not effect interpretation;
- 1.2.4 Reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement, unless the context otherwise provides;
- 1.2.5 Words denoting any gender include all gender;
- 1.2.6 Where a word or phrase is given a definite meaning in this Agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning;
- 1.2.7 Reference to a time and date concerning the performance of any obligation by a Party is reference to the time and date in the Gregorian calendar only; and
- 1.2.8 Where the day on or by which anything is to be done is a Sunday or a public holiday in the place in which that thing is to be done, then that thing will be done on the next succeeding business day.

## **2. SCOPE OF AGREEMENT**

- 2.1 This Agreement is meant to establish the agreed framework of terms and conditions where under, the SU may receive certain services of NIIT intended to enhance the skillsets of the Learners thereby make them industry ready and employable.
- 2.2 The Programs shall be tailor made to supplement the education imparted by the SU so as to give the Learners an enhanced learning experience, with an aim to improve their employability quotient. Under this model:
- A. NIIT Technical Team shall work with the SU to incorporate the Program/Courses in the overall learning plan for the Learners such that the Learners are benefitted from the supplemental learning provided by NIIT and are able to adhere to the learning effort requirements of the Program & Courses.
  - B. The Program may consist of a stack of Courses of different durations. Each, program configured as per the SU's requirement shall be spread as add on across multiple academic semesters as deemed fit by the SU in consultation with NIIT.
  - C. All such Programs shall be delivered in sync with the SU's academic structure so as to complement the educational framework of the SU and so that SU's own academic delivery and timelines are not prejudicially affected in any manner.
  - D. The services of NIIT would entail all the Learners enrolled in the SU's degree program to mandatorily complete the Program in order to enhance their skillsets while completing the SU's program.
  - E. The Program / Courses shall be delivered by NIIT by way of blended learning in the manner as specified in Annexure A.

## **3. SU'S RESPONSIBILITIES**

The detailed roles and responsibilities of SU has been provided in **Annexure-A** attached herewith. However without prejudice to the said annexure, the SU shall be responsible for the following for enabling NIIT to provide its services under this Agreement:

- 3.1 If the case be, provide the necessary infrastructure including well-constructed dust free, furnished rooms with projection system and labs with necessary hardware and software, electrical supply, fittings, suitable for conducting the training. The space provided should be equipped with the required furniture and network cabling for Learners and teacher areas. In case, the Learner is taking the classes from his home due to any reason, SU should ensure that the Learner has the required infrastructure to attend the online classes. This includes access to Computer (laptop / Desk Top with webcam & Headset with mic) and High speed Internet connection (Min 2 Mbps). The Delivery of the program includes Live Instructor led Online Classrooms, Pre-reads. The Deliverable provided is also in digital form and hence to read the same it is mandatory to have machine and connectivity for the Learner.
- 3.2 Allow and cooperate with NIIT to conduct assessments, Technical Feedback, Satisfaction Surveys and other such direct communications with the Learners with respect to the delivery of services.
- 3.3 Be responsible for ensuring requisite number of Learners as mutually agreed for delivery of training.

- 3.4 Be responsible for managing the whole admission process of Learners enrolled in the Program including registration and all other required process as per mutually agreed qualifying criteria and selection process.
- 3.5 Be responsible for collecting the fee from Learners if applicable.
- 3.6 Pay NIIT the consideration mutually agreed for its services under the terms of this Agreement upon agreed timelines.
- 3.7 Finalize and implement the learning plan and timetable along with NIIT so that Learners can dedicate the amount of time & effort as per the requirements of the Program & resolve conflicts, if any, between the other academic activities that students are required to undertake as part of the normal academic timelines of SU.
- 3.8 Facilitate NIIT in the deployment of NIIT faculty for training and teaching to perform Services under this Agreement.
- 3.9 Ensure all Learners in the programs selected are accessing the online resources of NIIT, if applicable. SU should provide email ID and mobile number of every Learner enrolled in to the program for this purpose.
- 3.10 Ensure that all the NIIT materials provided for performance of Service will not be copied or adapted or plagiarized by SU or the Learners in any manner whatsoever.
- 3.11 SU agrees not to sell or license the Deliverable, Reference and training materials to any third Party in any manner whatsoever or use the same for any commercial purposes, including but not limited to the sale or reproduction or distribution of the Deliverable in any form.
- 3.12 Not of its own accord, change, alter, add, delete or modify in any manner the Deliverable, Reference or training materials. They will be used 'as it is' as may be provided by NIIT.
- 3.13 On request of NIIT, provide all Learner information, booking, billing, and any other information as required by NIIT, insofar as such information are related to or arise out of this Agreement under discretion of SU.
- 3.14 Distribute the certificates if applicable to the Program.
- 3.15 procure and maintain all approvals necessary as per statutory requirements for operation of and conduct of business for providing the Services to the Learners;

#### 4. NIIT'S RESPONSIBILITIES

The roles and responsibilities of NIIT shall be as per **Annexure-A** attached herewith which may be revised or modified from time to time with mutual consent of the parties.

#### 5. CONSIDERATION

The reciprocal considerations shall be as detailed out in Annexure A.

#### 6. CONFIDENTIALITY





6.1 The parties undertake to each other the following in respect of Confidential Information:

- (a) to treat Confidential Information as confidential, using the same degree of care as it uses for its own confidential information of like kind, but in no event less than reasonable care;
- (b) not to, without a party's prior written consent, communicate or disclose any Confidential Information to any person except only to those of its employees, on a reasonable and justified need to know basis.
- (c) not to otherwise use or circulate such Confidential Information within its own organisation except solely to the extent that the disclosing party may authorise in writing;
- (d) to effect and maintain adequate and appropriate security measures to safeguard such Confidential Information from unauthorised access, disclosure, use and misappropriation;

6.2 The above restrictions in the clause 6.1 shall not apply to information that:

- (a) is or has become publicly known or part of the public domain through no fault of the receiving party; or (b) is already known to the receiving party, which can be supported by documentary evidence.
- (b) where the receiving party is ordered by a court of competent jurisdiction to do so, or there is a statutory obligation to do so, except that the receiving party shall promptly inform the disclosing party in writing before any disclosure and shall provide the disclosing party reasonable assistance so it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement before any disclosure under such order or obligation is made.

6.3 Confidential Information and any materials containing or based on such Confidential Information shall be deemed the property of the disclosing party. Nothing contained in this Agreement or disclosure of the Confidential Information shall be construed as granting to or conferring on the receiving party any rights, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information.

6.4 Upon request the receiving party shall promptly deliver all Confidential Information supplied by the disclosing party and all copies, work product or other derivatives thereof and, destroy or erase any Confidential Information and any materials and documentation containing such Confidential Information, including all originals, copies, computer data files, word processing files, letters, or other computer storage files, forthwith. The receiving party shall certify in writing to the disclosing party that it has fully complied with its obligations under this Clause.

6.5 The receiving party shall not make nor permit others to make any reference of the Confidential Information or use the name, trade name, trademark, logo, acronym or other designation of the disclosing party and its Affiliate and their agents or clients in any public announcements, promotional, marketing, sales materials or efforts or otherwise without the prior written consent of both the parties.

**7. REPRESENTATIONS AND WARRANTIES:**



Both Parties represent and warrant to each other as follows:

- A. The execution of this Agreement, the consummation provided for herein and the fulfilment of the terms of this Agreement by such Party shall not (i) result in the breach of any of the terms and provisions of, or constitute a default (after notice, or passage of time, or both) under, or conflict with, or any other agreement or instrument by which such Party is bound or (ii) violate any judgment, decree, order or award of any court, governmental body or arbitration or any applicable law, rule or regulation.
- B. Both Parties have the authority, representation and capacity to enter into this Agreement and they have the necessary approval/ clearance/ license/ permission from then concerned authorities/persons.
- C. The SU has represented to NIIT that it has all the necessary approvals for receiving the Service from NIIT and has further represented that there are no other approvals/ registrations/ permissions required by NIIT and /or the SU for receiving the Service. The SU further undertakes that it shall be fully responsible for securing all approvals of whatsoever nature, which may be required at any stage under the laws of India for receiving the Service at the SU.
- D. The parties will not do, cause to be done or permit, directly or indirectly, the commission of any act or deed that would/could adversely affect the image, reputation or value of the other party and its trademarks or act in any manner which may be detrimental to the business interests or goodwill of the other party or commit any acts that are against the spirit and intent of this Agreement;
- E. The parties will not take any actions which may result in unauthorized sub-licensing, assigning or transferring the License or the other rights accruing to them hereunder, it being clarified that any such purported actions without the express prior consent of a party shall be treated as null and void.

8. **INDEMNITIES ETC.**

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



- 8.1 Both the parties agrees to defend, indemnify and save each other harmless of, from and with respect to any claims, action, proceedings, loss or damage resulting from or arising out of any acts of omission of the indemnifying party in connection with this Agreement or any breach of the terms & conditions of this Agreement.
- 8.2 The parties shall be obliged to promptly intimate to each other regarding any activity which may amount to unlawful use of other's Trade Marks, Trade Names, Designs and Copyrights.
- 8.3 If in the opinion of NIIT, the said activity is the result of the act of either the SU itself or any of its - employees, Learners past or present, and the same can be proven beyond reasonable doubt, then the SU agrees to assist NIIT in taking appropriate action and further agrees to commence such action if legal necessity so requires.
- 8.4 The parties shall assist and notify regarding any abuse of other party in all matters wherein proprietary rights of the other party are being infringed. Furthermore, the parties shall also assist each other in taking relief of injunction against infringers or wrongdoers from the court of law and cooperate in all legal formalities as and when required.
- 8.5 The parties agree and acknowledge that any disclosure of any Confidential Information prohibited herein or breach of any Intellectual Property Rights or any breach of the provisions herein may result in an irreparable injury and damage to parties which cannot be adequately compensated in monetary terms. Both the parties will have adequate remedy at law thereof, and that these may in addition to all other remedies available to it at law or in equity, to obtain such Preliminary, Temporary or Permanent Mandatory Injunctions, Orders or Decrees as may be necessary to protect parties against, or on account of, any breach by the parties of the provisions contained herein, and the parties agrees to reimburse the reasonable legal fees and other costs incurred by parties enforcing the provisions of this Agreement.

9. **NON-COMPETE**

In consideration of the mutual premises, promises, covenants and agreements between Parties pursuant hereof, the SU covenants, promises and undertakes that the SU and the Related Parties shall not, during the subsistence of the Term hereof and for a period of two years from the end of Term or the termination hereof, as the case may be, engage, directly or indirectly, whether as owner or shareholder, in any business:

- (a) That involves solicitation or acceptance (either on his own account) or as agent of any other person of the custom of any person in respect of the business of NIIT pursuant hereunder; or
- (b) That involves inducing, soliciting or endeavouring to encourage any person who is an employee of NIIT to leave the services or employment NIIT, as the case may be; or
- (c) That uses any trademark, name or nomenclatures used by NIIT at any time or any other name that is intended or like to cause confusion with any name used by the SU.

The SU acknowledges that the provisions of this Section are reasonable and are entered into for the purpose of protecting the goodwill of NIIT and that accordingly, these benefits hereof may be assigned by NIIT to its Successor in title or interest without the consent of the SU .In the event that NIIT assigns any benefits herein to its successor, it shall inform the SU in writing of the same.



Each covenant herein contained shall be construed as a separate covenant.

## 10. LIMITATION OF LAIBILITY

- 10.1 Neither Party shall be liable to each other in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with this Agreement.
- 10.2 NIIT's total liability under this Agreement shall not exceed the total amount received from the SU under this Agreement and SOW. For the purpose of this Clause the fees directly received by NIIT from Learners of the SU shall not be taken as the amount received from the SU.
- 10.3 The limitation of liability shall not be applied to Section 8 (Indemnification), Section 7 (representation and warranties ) and Section 6 (Confidentiality). Furthermore, the limitation of liability specified in Section 10.1 shall not be applied if damage is caused by gross negligence or intentional misconduct by any of the party.

## 11. FEEDBACK

The SU shall provide quarterly feedback to NIIT and in case the same is not received by NIIT it shall be assumed that the services provided by NIIT are satisfactory at all levels. Also the SU would allow NIIT or its representative to conduct Learner feedback and customer surveys in terms of delivery / content of the Programs being offered.

## 12. TERM, TERMINATION AND RENEWAL

### 12.1 Term and Termination

- a) This agreement shall be valid for Term and shall be renewed for further periods at mutually agreed terms.
- b) Proven breach on the part of NIIT shall mean prolonged inaction by NIIT to remedy any core issue covered under this agreement and resulting in suspension of service to be provided by NIIT under this agreement continuously for a period of not less than 30 days and forming subject matter of a written intimation by the SU to NIIT on expiry of the 30 day period and failure to adequately remedy the same within a reasonable period thereafter which in any event shall not be less than 15 days after receipt of this intimation.
- a. Proven breach on the part of SU shall mean prolonged inaction by the SU to remedy any core issue covered under this agreement and non-payment of dues under this agreement continuously for a period of not less than 30 days and forming subject matter of a written intimation by the NIIT to SU on expiry of the 30 day period and failure to adequately remedy the same within a reasonable period thereafter which in any event shall not be less than 15 days after receipt of this intimation.
- b. The termination of this Agreement by either party shall not affect continuance of any Program under this Agreement and obligation of both the parties under this Agreement shall continue for such period, which will permit all Learners attending a Program on the date of termination of this Agreement to complete that Program.

- 12.2 Notwithstanding the circumstances in which, or the reasons for which, such has occurred, following the termination of this Agreement, the following provisions shall apply:
- (a) SU has the right to obtain the return and / or claim restitution of any part of the consideration, if the University has already remitted the amount and NIIT has failed to fulfill its obligations.
  - (b) No Party shall have any right to any set-off of any amount due to the other Party pursuant to the provisions hereof.
  - (c) The SU shall not use or claim any right, title or interest of whatever description in the NIIT's Intellectual Property Rights, technical know-how, technical information and reference material or Confidential Information.
  - (d) The SU shall not adopt, register or use any mark deceptively similar to the trademarks of NIIT.
  - (e) Within a period of thirty days of the termination of this Agreement for whatever reason, the NIIT may at its own cost, take back all technical information and reference Materials books, records, papers, discs or other media all embodiments of technical know-how, intellectual property rights and Confidential Information. Where it is not practical to take back all copies thereof, the SU shall destroy all such copies under the observation of NIIT personnel within the period above said.
  - (f) All rights and obligations accrued before the Termination shall survive the post termination also.
- 12.3 Either party shall send a request for the renewal of this Agreement at least 2 months before the end of the Term of this Agreement or both the Parties, at their discretion and subject to such conditions, as may be deemed fit, renew the Agreement for such period as may be mutually agreed upon.

### 13. PUBLICITY

Neither Party shall publicise this Agreement nor did the tie up arrive under this Agreement without prior written consent of the other party. The Logo etc. of the parties shall be used only after prior written consent and in the manner as agreed by the parties.

### 14. RELATIONSHIP BETWEEN PARTIES

Nothing herein shall be constructed as establishing or creating a relationship of master and servant or agent and principal, or subsidiary and holding, or partnership or joint venture between the SU and NIIT, it being understood that the position of NIIT and any other person performing the Services is that of an independent contractor.

SU will take the prior approval of NIIT prior to conducting any marketing activities such as outdoor or indoor advertising, collateral e-mailers, sms marketing, print and electronic (internet, radio, etc.) road shows and co-branded tie-ups etc. in relation to the Programs; use such marketing materials, collaterals, digital artworks, banners or any such creative required while carrying out any marketing activity in relation to the Services ("Artworks") which are provided by authorized individual of NIIT and not attempt to modify or amend such Artworks, without the prior written permission of NIIT;

### 15. MISCELLANEOUS PROVISIONS



## 15.1 Governing Law

This Agreement shall be governed and construed in accordance with the Laws of India.

## 15.2 Notices

15.2.1 Any notice to be made under this Agreement must be in writing and in English by using the respective addresses as shown in this Agreement.

15.2.2 The notice shall be sent by Speed Post or E-mail or both on the following address.  
For NIIT:

Kind Attention  
Mr. Ravi Madhira  
NIIT Ltd.,  
Plot 85, Institutional Area, Sector 32,  
Gurgaon- 122001  
Email:

For SU

Kind Attention  
Dr. Sanjeev Sharma  
Sector 55, Golf Course Road,  
Gurugram Haryana  
Email: [registrar@sushantuniversity.edu.in](mailto:registrar@sushantuniversity.edu.in)

## 15.3 Exclusive:

The appointment of NIIT is exclusive for both the specializations and the SU shall not engage into any relationship with any third party vendor to receive same or similar services during currency of this Agreement without written consent of NIIT

## 15.4 Severability

If any provisions of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.

## 15.5 Survival

All provision of this Agreement which are intended to survive shall survive expiry or termination of this Agreement.

## 15.6 Jurisdiction

The Parties agrees that only the Courts at Delhi shall have jurisdiction to entertain any proceedings related to this Agreement whether during pendency, or after termination. No other Court shall have jurisdiction.

## 15.7 Expenses

Page 10 of 12

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





Save as expressly otherwise provided herein, both the Parties shall bear their own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement or any other agreement incidental to or referred to in this Agreement.

**15.8 Amendment:**

This Agreement may be amended or modified by an instrument in writing signed by, or on behalf of, both the Parties.

**15.9 No Third Party Beneficiaries:**

This Agreement is solely for the benefit of the Parties hereto and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

**15.10 Counterparts:**

This Agreement may be executed in any number of counterparts and by the several Parties hereto on separate counterparts, each of which when so executed, shall be an original, but all the counterparts shall together constitute one and the same instrument.

**15.11 Extensions due to Force Majeure**

NIIT shall not be responsible or liable for, or deemed to be in breach of this Agreement because of any failure or delay in complying with its obligations under this Agreement, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the Affected Party to the extent that such failure or delay would have nevertheless been experienced by the Party had such Force Majeure event not occurred.

**15.12 Assignment**

Either Party may assign its rights under this Agreement with the prior written consent of the other Party. This Agreement shall intend to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

**15.13 Advertisement**

NIIT shall always have a right to advertise its name along with this Agreement without prejudice to the rights of the SU at all time during and after the Term of this Agreement.

**15.14 Entire Agreement**


This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, supersedes any and all previous agreements and understanding between the Parties with respect to such matters and binds and ensure the benefit of the Parties, their successors and assigns the Parties have entered into this Agreement in reliance upon the representations and mutual undertaking contained herein

and not in reliance upon any oral or written representative of the other Party which is not contained herein.

**15.15 Arbitration**

All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement shall be finally decided by the sole arbitrator appointed by the Delhi International Arbitration Centre (DAC), established by the Hon'ble High Court of Delhi. The arbitration shall be held in accordance with the Delhi International Arbitration Centre (DAC) (Arbitration Proceedings) Rules and other applicable rules and regulations as may be framed DAC. The venue of arbitration shall be New Delhi. The language of arbitration shall be English. The arbitral award shall be final and binding on both parties.

**In Witness whereof**, the Parties have set their hands and seals hereto on the day and date first mentioned above.

For SU  


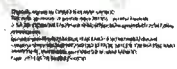
Dr Sanjeev Sharma

Registrar Sushant University



For NIIT Limited

OPINDER  
KUMAR  
SAPROO



Name: Opinder Kumar Saproo  
Title: Authorized Signatory

Witnesses:

CONFIDENTIAL



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