# **Sushant** University

Criteria 3.7.1

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

## **Appendix-II**

(2022-23)

#### 3.7.1 Summary of the functional MoUs/linkage/collaboration in 2022-23

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 2022-23

Sushant University

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Sl. No.	Year of signing MoU	Name of the organization with whom MOU/Collaboration being signed	Duration	Purpose of MOU/Collaboration
1	2022-23	Crowne Palza An Ihg Hotel Today Gurugram	Life Time	Internships, placements, workshops and experiential students visits
2	2022-23	Maitri Global Education, Italy	03 year	Providing platform to MGE to interact with Fashion, Textile, Design & Business faculty & Students in the college for various academic enrichment programs, Master Classes, portfolio sessions, theme based talks by resource persons, foreign fashion faculties, higher education and career guidance of Maitri Global.
3	2022-23	Dhaka International University	03 year	Exchange programme provide research facilities
4	2022-23	The Arizona Board Of Regents For And On Behalf Of Arizona State University (Asu)	01 Year	<ol> <li>Faculty exchange and exchange of information in the fields of common intereset</li> <li>Educate academic personnel through sabbaticals, short stays, seminars, courses, workshops, etc.</li> <li>Develop research program</li> <li>U.G and P.G Development</li> <li>Opportunities to sen or receive students for a semeter or year</li> <li>Technical support and services along with professional and academic events.</li> </ol>
5	2022-23	ITM University, School of Architecture, Nava Raipur	01 Year	<ol> <li>Academic Exchange</li> <li>Resource sharing/ Exchange</li> <li>Consultancy and research project</li> <li>Promotion and Communication</li> </ol>
6	2022-23	Yuvakshetra Institute Of Management .	Life Time	Knowledge sharing, Technical knowhow, research etc.
7	2022-23	National Institute Of Urban Affairs.	01 Year	Sponsored thesis project competition on Re-imagining urban rivers
8	2022-23	S.B. Patil College Of Architecture And Design	02 year	<ul> <li>1.The exchange of faculty to the matual benefit of both institutions</li> <li>2.Collaboration in teaching, research and development, and Consultancy studies in the field of mutual interest</li> <li>3.The exchange of publication</li> <li>4.Conducting lectures</li> <li>5.Attachment of faculty for purposes of curriculum development and review, attendance of courses, upgrading teaching and research skills</li> <li>6.Participating in conferences/ seminars, symposium, and other types of academic discussions</li> <li>7.Exchange students will be selected by mutual agreement between the home institution and the host institution.</li> <li>8.An exchange student will continue to be treated as full-time student at his/her home institution</li> <li>9.To exchange information on teaching, learning material and other literature relevant to their educational and program</li> <li>11.To jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein</li> <li>12.To organize jointly conference/seminars, conferences, or workshops</li> <li>13.To propose and engage jointly in training programs. Sponsored by funding agencies, and to invite each other's faculty to participate therein</li> <li>14.To use labs, material museum facilities in specific cases for a limited period</li> <li>15.To permit students, and faculty members to use library facility.</li> </ul>
9	2022-23	Sanskriti University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
10	2022-23	I Business Institute	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills , Innovation & Research Orientation

#### 3.7.1 Summary of the functional MoUs/linkage/collaboration in 2022-23

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 2022-23

SI. No.	Year of signing MoU	Name of the organization with whom MOU/Collaboration being signed	Duration	Purpose of MOU/Collaboration
11	2022-23	Modern Groups Of Institute	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
12	2022-23	Audyogik Shikshan Mandal University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
13	2022-23	Sri Sri University	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills, Innovation & Research Orientation
14	2022-23	Global Institute Of Pharmaceutical Education & Research	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills, Innovation & Research Orientation
15	2022-23	Eelectronics Sector Skills Councils Of India	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
16	2022-23	Sam Global University	Life Time	For Workshops, capacity building, skill enhancement, courses
17	2022-23	UPES	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
18	2022-23	Dy Patil B-School	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
19	2022-23	Maharishi Mahesh Yogi Vedic Viswavidyalaya	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
20	2022-23	TRU SCHOLAR	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills & , Innovation & Research Orientation
21	2022-23	Assam Down Town University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
22	2022-23	Gujrat Technological University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
23	2022-23	Sikkim Manipal University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
24	2022-23	Raisetopi	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills, Innovation & Research Orientation
25	2022-23	Isbr Business School	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
26	2022-23	Shobhit University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
27	2022-23	Lexican Group Of Institue	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills, Innovation & Research Orientation
28	2022-23	AAFT	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills, Innovation & Research Orientation
29	2022-23	Media L Entertainment	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills, Innovation & Research Orientation
30	2022-23	Isbm University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
31	2022-23	Himalyan University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
32	2022-23	Maharaja Agrasen Himalyan Garhwal University	03 year	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
33	2022-23	Mangalayatam University	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation

**Sushant** University



MoUs/linkage/collaboration signed in 2022-23

#### Sushant University Erstwhile Ansal University Gurugram

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### SUSHANT UNIVERSITY, SCHOOL OF ART AND ARCHITECTURE

#### AND

#### ITM UNIVERSITY, SCHOOL OF ARCHITECTURE, NAVA RAIPUR

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 9th June 2022 between:

Sushant University, School of Art & Architecture (hereinafter referred to as "SAA") represented by Registrar Dr. Sanjeev Sharma and ITM University, SOAPD (hereinafter referred to as "SOAPD") represented by its Officer on Special Duty, Mr Harshit Sharma

#### 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
- Consultancy and research projects
- Promotion and Communication

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- 10. Cooperation in the development and participation in conferences and exhibitions globally which may be mutually beneficial and which strengthen the bonds of national and international cooperation between the organizations and their respective members.
- 11. The teams of both organizations to interact on regular basis and shall aim to exchange at least one technical article every year in each other's journal.

#### Promotion and Communication:

- 12. Promote communication and faculty exchange between the organizations and their respective members through announcements in journals, websites and other communication modes.
- 13. Promote the co-operation between Sushant School of Art & Architecture, Sushant University technical committees and School of Architecture, ITM University, Nava Raipur standing committees and Task Forces.

#### 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. Once terminated, neither party would be responsible for any losses, financial or otherwise of the other party. However, both parties would try to ensure all activities in progress are allowed and be completed successfully.

#### 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 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 Dean of ITM University, SOAPD 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 even if it is not explicitly stated (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments,

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#### Academic Exchange

The aim is to promote students exchange and semester exchange as this may expand students' horizon into new areas and new exposure key for overall architect personality development. (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)

- SAA Gurugram and SOAPD Nava Raipur, mutually agree to share their academic and nonacademic 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.
- 2. 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.
- 3. Both the institutions agree to take efforts and jointly organize training and educational seminars and other educational activities when appropriate.

#### **Resource Sharing / Exchange**

4. SAA, Gurugram and SOAPD Nava Raipur mutually agree to share their institutional spaces in Gurugram and Nava Raipur 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

- 5. Faculty Exchange shall also be convened to improve the learning environment for students based on the convenience and academic calendar of both the institutions.
- 6. 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.
- 7. Any financial/logistic expenses during the faculty exchange programmes shall be borne by the individual/group faculty.

#### **Consultancy and Research Projects:**

- To partner in joint consulting projects for industry with association of both school of university and develop this for benefit and development of faculty
- 9. Joint conductance of Conclave for industry professionals and Encourage participation at official meetings through formal participation by the other organization as often as possible. Members of one organization may attend conferences and general meetings, subject to approvals, of each other organizations.

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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, this clause will be applicable till three years after the termination or discontinuation of 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 with 90 days, this MOU shall be terminated on mutually agreed terms between the parties hereto.

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 ITM University, SOAPD, and Sushant University, School of Art & Architecture, Gurugram, Delhi will directly determine the possibilities of collective events or workshops planned.

IN WITNESS WHEREOF, the undersigned, the Authorized Representatives, have signed this **MoU** on this  $\underline{\mathfrak{IOO}}$  day of  $\underline{\mathfrak{IOOC}}$  2022, in two originals in the English language, both equally authentic and it will take effect from the date of signature.

ITM UNIVERSITY SCHOOL OF ARCHITECTURE, PLANNING AND DESIGN

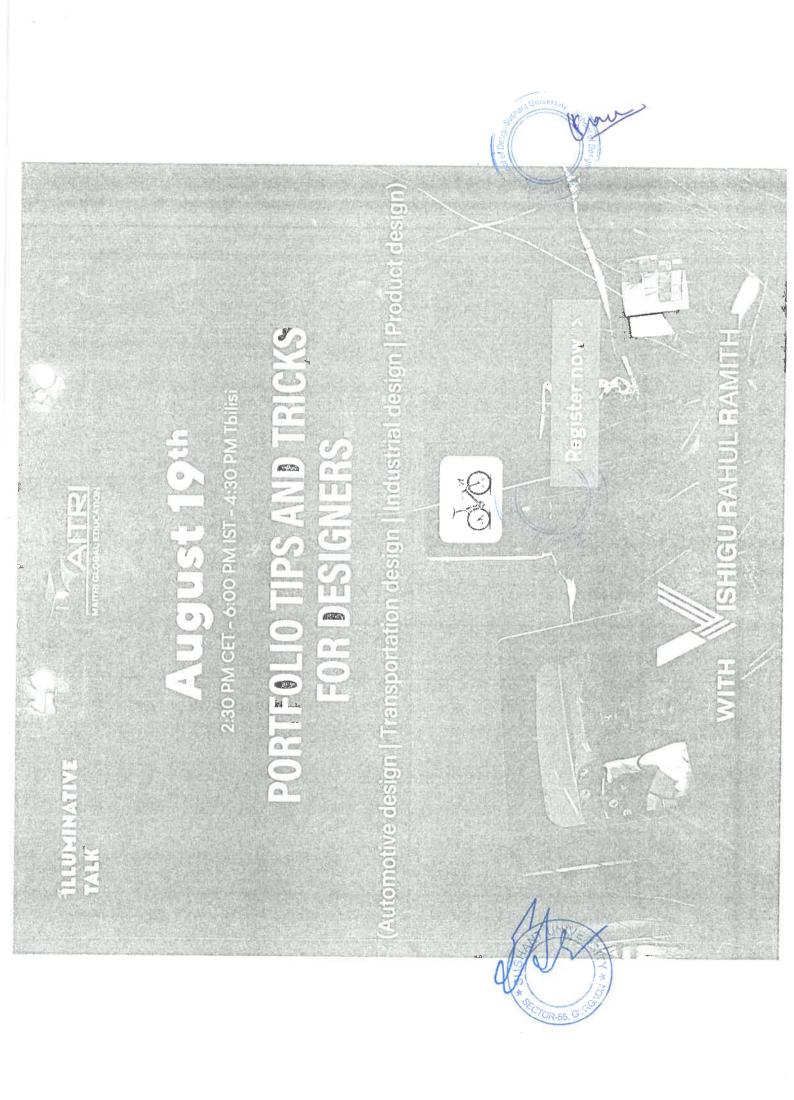
Mr. Harishit Sharma Officer on Special Duty

SUSHANT UNIVERSITY **SCHOOL OF ART & ARCHITECTURE** 

**Dr. Sanjeev Sharma** 

Registrar

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### **İLLUMINATI** TALK

# RTFOLIO TPS AND TRICKS FOR DESIGNERS

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Automotive design | Transportation design | Industrial design | Product design

# VISHIGU RAHUL RAMITH

# **AISHIGU RAHUL RAMITH**

A passionate and driven Designer with a strong vision I have dedicated six years to the study of Design. My most recent academic achievement was obtaining a Masters in Industrial/Product Design from Domus Academy in Milan, Italy, where I graduated in December 2019. Throughout my academic journey, Thave explored diverse design disciplines, honing my ability to seamlessly transition between projects and cater to different clients. This experience has equipped me with the skills to not only conceptualize innovative designs but also to engineer practical products that cater to the demands of the current market

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Confederation of Indian Industry



Memorandum of Understanding Sushant University, Gurugram and CII - Indian Green Building Council

#### 1. About Confederation of Indian Industry (CII)

The Confederation of Indian Industry (CII) works to create and sustain an environment conducive to the development of India, partnering industry, Government and civil society, through advisory and consultative processes. For 125 years, CII has been working on shaping India's development journey and, this year, more than ever before, it will continue to proactively transform Indian industry's engagement in national development.

CII is a non-government, not-for-profit, industry-led and industry-managed organization, with about 9100 members from the private as well as public sectors, including SMEs and MNCs, and an indirect membership of over 300,000 enterprises from 288 national and regional sectoral industry bodies.

#### 2. About Indian Green Building Council (IGBC)

The Indian Green Building Council (IGBC), which is part of CII, was formed in the year 2001. The vision of the council is to "Enable sustainable built environment for all and make India one of the global leaders in sustainable built environment by 2025". With a footprint of 20,000 sq. ft. in 2003, today IGBC has over 7,128 projects equivalent to 8 billion sq. ft. of green building footprint, spread across various geographic locations of the country.

The Council's activities have enabled a market transformation regarding green building concepts, materials and technologies. The Council members work together to develop green building standards and guidelines and educational tools that enable the adoption of sustainable building designs and practices. IGBC has more than 320 student chapters in engineering and architectural colleges across the country for educating students on the latest green building concepts.

#### 3. About Sushant University

Sushant University's School of Planning and Development, Gurogram is a higher education institute in Haryana, India, specializing education and research. Sushant University (Erstwhile Ansal University) as a singular body has a wide presence across india and overseas with its numerous course, faculty and student. Sushant University was established in 2012 under the Haryana Private Universities Act 2006. Located in the heart of Gurugram, India's largest hub of National and Fortune 500 companies. The University have eight schools offering programmes in

Architecture, Design, Law, Management, Hospitality, Engineering, Health Sciences and Planning & Development. The various schools under the University have carved a niche by offering contemporary programmes with renowned faculty acclaimed nationally and internationally, state-of-the-art Infrastructure and facilities to promote academic excellence.

#### 4. Purpose of Collaboration

The Sushant University and CII-IGBC will partner in launching 'Courses on Green Education' in Departments of Architectural & Planning, Civil Engineering, Electrical and Mechanical department of the University and prepare the students to become Industry-ready in their Careers in 'Green Built Environment'.

#### 5. Areas of Cooperation

The Sushant University and CII-IGBC would partner in the following activities:

- Develop and offer 'Practical & Industry Oriented Course' on 'Green Built Environment' for Architectural & Planning, Civil Engineering, Electrical and Mechanical students.
- Train select faculty from the colleges affiliated to Sushant University on the concepts of green built environment and certify them as 'Accredited Faculty'.
- Offer the course on 'Green Built Environment' as an elective in above mentioned departments with the support of the Accredited Faculty.
- Provide classroom training and online courses
- Facilitate practical exposure by guest industry experts & site visits.
- Prepare students to become 'IGBC Accredited Professional Associate' and Industry ready for their careers in green built environment.
- Other related activities as found appropriate by both the parties

#### 6. Roles and Responsibilities of Sushant University and CII-IGBC are as under

#### **Roles and Responsibilities of Sushant University:**

 Offer elective course on "Green Built Environment" for Architectural & Planning, Civil Engineering, Electrical and Mechanical students in the College.

#### **Roles and Responsibilities of CII-IGBC**

- Develop the course content for Architectural & Planning, Civil Engineering, Electrical and Mechanical under-graduate students.
- Train the faculty for offering the courses and award accreditation to faculty.
- Provide support for giving practical insights (like online courses) to the students and facilitate them to become Accredited Professionals

#### 7. Financials

For specific activities involving funds, IGBC will submit technical and financial proposal to **Sushant University** for approval and the same will be considered after obtaining approval of the competent authority and on mutual agreement.

- a. Each party shall be responsible for any tax liability if any it incurs due to the performance of its duties under the agreement and payments received under this agreement by them.
- b. In the event of a dispute/ controversy arising out of and relating to this agreement between the parties and the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to the Vice chancellor and the Chairman, IGBC. The decision taken by the Vice Chancellor and the Chairman IGBC will be agreed by both the parties.

The Sushant University shall be the sole authority to fix the admission fees, exams fees and fees related to conduct of the classes/ courses pertaining to the Courses on Green Education.

The Sushant University or CII-IGBC whoever appropriate shall obtain permission from the competent authority for commencing the Courses on Green Education and on obtaining approval and permission from the competent authority, the courses shall be conducted.

8. Tenure

This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of five (05) years from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU. Either party may by way of six (06) months' notice to terminate this MOU.

#### 9. Coordination Between Facilitators

Both the Parties shall nominate one or more senior representative/ officer, who shall be the point of contact/ facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

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Prof. (Dr.) Sanjeev Sharma Registrar Sushant University

Witness Name & Signature Preetha Ravi Snee Date : 15/09/2022. Place : Gurgaon .

ARSHNGY

Ar. Sheetal Rakheja Chairperson IGBC Delhi Chapter

Name & Signature



#### Date: 21<sup>st</sup> September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between Sushant University And rasen Hormalogan Garhood University Maharaja Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
- 2. Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For Dr. R.K. Yuder

St Director

**Authorized Signatory** 

For

Maharaja Agrasen Himalayan Borthika, enwersity Shiv Nagar, Dhaidgaon Block, Postna Distt. Pauri Garhwal (Uttarekterer) 20059

#### **Authorized Signatory**



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#### Date: 21<sup>st</sup> September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between Sushant University Gwingram And Sanskaiti University, Mathura

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
- 2. Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For For N. Drived Dr. R. K. Yach-v S: Diretar Authorised Signatory Authorised Signatory Sciences

#### MEMORANDUM OF UNDERSTANDING

This MOU made and entered into on this 21 day of September 2022 between Sanskriti University hereinafter called First Party, established in the year 2016 under UP State Act and UGC is promoted by Sanskriti Society for Education and Research development located at 28 KM. Stone Mathura - Delhi Highway, Mathura Uttar (UP) Pin – 281401 of the one part,

#### And

SUSHANT UNIVERSITY, GURGADN (Hereinafter called second party which expression shall, where the context so admits, include its successors and permitted assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'') as

First Party & Second Party believe that collaboration and co-operation save themselves will promote more effective use of each of their resources and provide of them with enhanced opportunities.

Now therefore, in consideration of the mutual promises set forth in this MOU, the parties hereto agree as follows:

#### **OBJECTIVES OF THE MOU**

The following terms are mutually applicable to both (First party and Second party)

 Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.





- Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Party will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For orised Signatory

For icual. Authorized Signatory





I Business Institute

From Ddeas to Dmplementation

(An ISO 9001:2015 Institution) Approved by AICTE, Ministry of HRD, Govt. of India



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#### Date:

#### Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING hereinafter referred to as "MOU" is a mutual understanding made on 21<sup>st</sup> September 2022 between I Business Institute, Greater Noida and SUSHANT UNIVERSITY

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
- 2. Collaboration in Teaching, Research & Development, consultancy and Social Work as the Institute's Social Responsibility in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest-
- 5. Both parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by negotiation between authorised representatives of both parties.

Signed and Delivered by The Authorised Representative of Parties to this MOU:

CIR AND BEHALF OF I Business Institute, Greater Noida	FOR AND BEHALF OF
Name: MS VAISHALI VERMA	Name: Dr. RK Yadav
Designation: AST. PROF	Designation: Sr Director
Email: INFO@ibusinessinstitute.org	Email: gojenta yade v@Sushantunredsty.elc.
Phone: 7838262622	Phone: 9871586262
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Date: 21<sup>st</sup> September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between Sushant University Gurugram And

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
- 2. Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

Authorised Signatory

For 1 Business Institute Ast. Boy.

Authorised Signatory





#### Date: 21st September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between Sushant University Gurugram And Modern Group of Institutions, Indore Subject: Collaboration to promote Education, Skill& Resear

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
- 2. Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For Rifly Dr. R. K. Yalar St Director

**Authorized Signatory** 



For

**Authorized Signatory** 9466088886 Mr. Shantanuc Kharia Clonces

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#### MEMORANDUM OF UNDERSTANDING (MoU)

#### BETWEEN

#### MODERN GROUP OF INSTITUTIONS, INDORE (M.P), INDIA AND

Sushant University Gurugram

This Memorandum of Understanding (MoU) is made this 21<sup>st</sup> day of September 2022 a company/Institute/Research Centre/Startup/NGO engaged in academic activities/manufacturing/research/innovation/rural development/ consulting is located at <u>Setter 55</u> <u>Harugana</u>. Hereinafter referred as the "Company" and whose expression shall, where the expression so permits include its representative or permitted assigns of one part.

#### AND

Modern Group of Institutions, Indore wherein Modern Institute of Pharmaceutical Sciences, Modern Institute of Professional Studies and Modern Institute of Professional Sciences, Modern International School and Modern Incubator is a well-established institution since 2007. It the only institute of Madhya Pradesh backed by two leading pharmaceutical industries Modern Laboratories and Nandani Medical Lab Pvt. Ltd. Both of them have gained prestigious acclamation in the all India rating of Pharma industries. It is also committed for scientific and social research and innovation and to promote startups and to support society. Modern Institutes also have Institute Innovation Council by AICTE-MHRD, Govt. of India. Also, supporting rural development initiatives under the flagship of Unnat Bharat Abhiyan of AICTE-MHRD in association with IIT Delhi. The institute is also holds World Record in promoting use generic medicines with the title "Largest Human Image of a Medication Capsule" and recorded in World Book of of Records, London and World Record Academy, USA.

The Institute and The Company shall hereafter be collectively referred to as "both Parties" and reference to "Party" shall mean The Institute or The Company, as the case may be.

WHEREAS both Parties enter into this MOU to collaborate efforts to establish and develop academic and research co-operation for preparing students for company's requirements in line with present and future business in the following areas:

- a. Teaching, training, grooming, and preparing students in areas stipulated in jointly developed and agreed syllabus;
- b. Facilitate real time experience of business oriented actions in the field;
- c. Participate in teaching and development programs;
- d. Exchange of information and materials of mutual interest:
- e. Develop Industry-Institute partnership and submit the proposal collective as per the guidelines of professional for strengthen of research.

- f. Exchange of scientific materials, publication and information as required;
- g. Facilitate the exchange of internal and external faculties for courses in the institute;
- h. And any other forms of co-operation which is to be arranged jointly by both Parties or either of the parties for the common benefits;

BOTH PARTIES mutually agree to the following:

#### ARTICLE 1

#### **IMPLEMENTATION**

- 1.1 The company will run the recruitment & selection process at the end of seventh semester.
- 1.2 The company will spell out the needs and propose the syllabus & minimum terms of fieldwork.
- 1.3 The Institute will evaluate the proposal and send the agreement in writing to the company towards the acceptance of the syllabus and fieldwork by every selected candidate during the last semester.
- 1.4 For the selected students Institute will run the agreed syllabus and facilitate spelled out fieldwork.
- 1.5 The company will run practical workshops for the candidates and also deploy senior employees for experiential learning for these candidates.
- 1.6 Both Parties shall establish and develop efforts for the purposes mutually agreed to make the program successful.
- 1.7 Agreements, including, but not limited to agreed contracts made pursuant to this MoU shall be an integral part of this MoU.
- 1.8 All selected candidates, who will undergo the customized syllabus learning and training & development program, shall agree and sign a Training Agreement executed by the Company.
- 1.9 Institute shall witness the Training Agreement signed by selected candidates.
- 1.10 Such agreement counter signed by the Institute puts moral obligation on the candidate for abstaining from leaving the organization.

#### ARTICLE 2

#### **MEETING & REPORTING**

- 2.1 For continuous improvement of academic and research quality as per the requirement of Company, atleast two officials will be designated as Member of Institute Industry Advisory Council for smooth communication and reporting.
- 2.2 To accomplish these objectives, parties will meet at least four times during the semester program for the purposes of program planning, monitoring and evaluating outcomes. Minutes of the meeting will be circulated to all concerned within two working days of the meeting.

#### ARTICLE 3

#### INTELLECTUAL PROPERTY

3.1 Both Parties shall abide by the laws and regulations on intellectual property rights of their respective institutions.

#### **ARTICLE 4**

#### **FINANCIAL OBLIGATIONS**

- 4.1 Both Parties agree that since this program will be for the larger benefits of the students of the Institute in order to help them build career meaningfully, therefore, there will not any financial obligations by the company to the institute.
- 4.2 However, the company will provide allowances, as per the existing norms, to the students for fieldwork for the actual field assignments taken up by them under the guidance of company's executives.

#### **ARTICLE 5**

#### CONFIDENTIALITY

- 5.1 Both Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a Party or be used for any purpose not expressly permitted in writing by the other Party.
- 5.2 The confidentiality provisions apply to all confidential information exchange including any confidential information exchange in preliminary discussions and during negotiations relating to matters within the purpose/scope of this MoU.
- 5.3 For purpose of this MoU," confidential information" includes program details, structure, all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other materials of whatever description which the disclosing Party claims is confidential to itself and over which it has full control and include all other such information that may be in the possession of the disclosing Party's employees or management representative.
- 5.4 The obligation of this confidentiality shall not apply under the following circumstances:
  - a. The Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving Party;
  - b. The Confidential Information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MOU;

- c. The Confidential information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful right to disclosed such information; and
- d. The Confidential Information is required by law to be disclosed.
- 5.5 Each Party agrees and undertakes that it shall ensure that all the employees, associates and representatives to whom Confidential Information is divulged are made aware of and undertake to comply with and comply with the obligations as to the confidentiality herein contained.

#### ARTICLE 6

#### **COMMENCEMENT AND DURATION**

- 6.1 This MoU shall commence on the date of its signing and shall remain in effect for a period of three years and shall get extended for the period of one year subject to an annual review, at which both Parties shall by mutual agreement determine the terms and conditions of any extensions or duration of this MoU.
- 6.2 This MoU may be terminated prior to the expiry date by mutual agreement between both Parties, subject to at least 6 (six) month's prior written notice.
- 6.3 Any dispute arising out of the interpretation or implementation of this MoU shall be settled amicably by consultation between both Parties in good faith.

#### ARTICLE 7

#### **RELATIONSHIP BETWEEN THE PARTIES**

- 7.1 This MoU is not intended to be legally binding but it simply expresses the intensions and understanding between both Parties. This MoU shall form the basis of a detailed and legally binding agreement to be drafted and executed in the future.
- 7.2 Any notice relating to this MoU shall be in writing, and shall be sufficiently served in accordance with Article 8.

#### ARTICLE 8

#### NOTICES

- 8.1 All Notices arising form this MoU shall deemed to have been delivered:
  - a. In the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving Party;
  - b. In the case of registered mail, 7 ( seven) days after dispatch or upon acknowledge receipt by the receiving Party, whichever earlier,
  - c. In the case of facsimile, upon successful completion of the transmission.
- 8.2 Notices under this MoU shall be addressed to the Parties at the following address:

**IN WITNESS WHEREOF**, the Parties by their authorized signatories/representatives have signed this MoU on this 21<sup>st</sup> day of September 2022.

For For Modern Group of Institution: : **Authorized Signatory: Authorized Signatory:** Mr. Shantanu Kharia : Vice Chairman Mobile: 9644088886 Email: vc@moderninstitutes.net Dr. R.K. Vadav Sushant Universit 9871586202 Beiences



#### Date: 21 September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between

Sushand University Gurugaam

And

ASM Group of Institutes

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
- 2. Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For Dr. RK Yeadar Authorised Signatory 984586232

For ASM Group of Institution

Jr. S. B. Mathue D.G. Authorised Signatory 9422009196

Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124- 4750400/501 F: +91-124-4116411 W: www.sushantuniversity.edu.in E: info@sushantuniversity.edu.in



#### Audyogik Shikshan Mandal

(Society Regd. No. Maharashtra /1330 / Pune 83; Public Trust No. F-2451 / Pune 83 )

Ref. No. ASM/

#### Date: 21st September, 2022 (Wednesday)

#### MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

#### **ASM Groups of Institute**

And

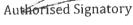
SUSHANT Uninestity

#### Subject: Collaboration to promote Education, Skills & Research

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For First Party





**For Second Party** D? RK Yacker Director Authorised Signatory 18715 36 202

Date

MIDC, Block 'C' Chinchwad, Pune - 411019. Tel. +91 - 020 - 27475090 / 27478666 | Fax +91 - 020 - 27471753 | www.asmedu.org | admin@asmedu.org

IBMR • IPS • IMCOST • CSIT



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#### Date: 21st September, 2022 (Wednesday)

#### Memorandum of Understanding (MOU) Between Sushant University Gurugram And Sri Sri University

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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For Dr Barroch J. Panigram 9437574442 Authorised Signatory Authorised Signatory



42

#### Date: 21"September, 2022 (Wednesday)

#### Memorandum of Understanding (MOU) Between

Sushant University Gurugram And Global Institute of Pharmacentical Educations and Research, Kasligur

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
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For For Amilkerner Jakere Chairman, Diret liture or Authorised Signatory **Authorised Signatory** 



#### GLOBAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (GIPER)

D. PHARM, B.PHARM, M. PHARM Approved by : AICTE & PCI, New Delhi Affiliated to : UBTE Roorkee and Uttarakhand Technical University, Dehradun

Ref. No.

Date: 21st September, 2022 (Wednesday)

#### Memorandum of Understanding (MOU) Between

#### Global Institute of Pharmaceutical Education and Research, Jaspur Road, Kashipur, US Nagar, Uttarakhand

And

Sushant University, European

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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- 5. Both Party will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For First Party

For Second Party

Amil Kumm Saronce Authorised Signatory



Jor RE Yadan St. P. July Authorised Signatory







Dated: 21<sup>st</sup> September, 2022

#### Memorandum of Understanding (MOU)

#### Between

The Electronics Sector Skills Council of India (ESSCI)

#### And

#### Sushant University

#### SUBJECT: Collaboration to promote Education, Skill & Research.

The following terms are mutually applicable to both (First Party and Second Party):

- 1. Both the parties will assist each other in organizing the Summit, Seminar, Symposium workshop and other academic deliberations.
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- 5. Both the parties will support each other in curriculum development, industry interaction and other support from time to time through its network.

For First Party:



Authorised Signatory-Name: Dr Abhilasha Gaur Designation: Chief Operating Officer Mobile: +91 8800211049 Email: ceo@essc-india.org

Dean

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

For Second Party:

#### Authorised Signatory-Name: Dr. RK Yudar Designation: Sr. Director. Mobile: 9871586262 Email: rojendus yodor @ Sughentuniversity edurum

#### **Electronics Sector Skills Council of India**

155, 2<sup>nd</sup> Floor, ESC House, Okhla Industrial Estate Phase III, New Delhi -110020, Tel: +91-84477-38-501 www.essc-india.org PAN No. : AADCE2471M, GSTIN : 07AADCE2471M1ZH, CIN No.: U93000DL2012NPL246447



#### Date: 21st September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between Sushant University Gurugram And Electronice Sector Skille Council of India

Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
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- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For Dr. R.K. Yadar Sr Director 1871586262-**Authorized Signatory** 

For

Authorized Signatory

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

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#### Date: 21"September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between Sucharit University Guougram And SAM Global University

#### Subject: Collaboration to promote Education, Skill& Research

- The following terms are mutually applicable to both (First party and Second party) 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
  - 2. Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.

Authorised Signatory

- 3. Exchange of Academic materials and publications
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- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For Royal Dr PK yacher Sr Divector

Authorised Signatory



For

AK Sungh 21. PA. 2022

Mob 8827407855

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

Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124- 4750400/501 F: +91-124-4116411 W: www.sushantuniversity.edu.in E: info@sushantuniversity.edu.in

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Approved By : MPPURC, UGC, AICTE, NCTE, PCI, AIPC, CCIM, INC & M.P. GOVT.

Date: 21st September, 2022

#### Memorandum of Understanding (MoU) Between

#### SAM Global University, Bhopal, M.P. (First Party) And **Sushant University**

#### (Second Party)

#### Subject: Collaboration to promote Education, Skill & Research.

The following terms are mutually applicable to both (First party and Second party).

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium, workshop and other academic deliberations.
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- 3. Exchange of academic materials and publications.
- 4. Conducting various training programmes for students and faculty members in the
- 5. Both the parties shall support each other in curriculum development, industry interaction and other support from time to time through its network.

#### For First Party

Authorised Signatory:

1.01 Name: Dr. Akhilesh Kumar Singh

Designation: Dean, Research & Development

Mobile: 08827407855, 09926435928

Email:deamd@samglobaluniversity.ac.in

#### For Second Party

Authorised Signatory:

Name: Dr RK Yader

Designation: Sr. Difector

Mobile: 7871 536:02\_

Emails Enjunder you of msford Uninsity School Of Engg. & Technology Sushant University Gurugram

♥ Agariva Chopda, Bilkhiriva, Bhopal(M.P-462022) India



#### Date: 21st September, 2022 (Wednesday)

## Memorandum of Understanding (MOU) Between Sushant University Gurugram And UPES, Dehradun

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
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Dr. R.K. Yadar

S Director 987158626L

**Authorized Signatory** 

For

Dr. Paukaj Kumar. Asson Dem RED.

Authorized Signatory 7351958165

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#### Memorandum of Understanding (MOU) Between

UPES, Dehradun.

And Sushant University: Gungsam.

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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- 5. Both Party will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For First Party

Dr. Pankag Kieman. Authorised Signatory

Associate Dean R&D.

7351958165:

For Second Party

Dr. K.K. Yader St Dilector Authorised Signatory 987158626

# **D**PU

### Dr. D. Y. Patil Unitech Society's Dr. D. Y. PATIL B-SCHOOL

(Approved by AICTE)

Ref. No. : DYPBS/

Date :

#### Date: 21st September, 2022 (Wednesday)

#### Memorandum of Understanding (MOU) Between

### Dr. D. Y. Patil B- School

Shushant Uninnty

#### Subject: Collaboration to promote Education, Skill & Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the Summit, Seminar, Symposium, Workshop and other Academic Deliberations.
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**For First Party** 

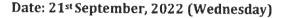
In

Authorised Signatory Name: Dr. Arpit Trivedi Designation: CMO Mobile: 9511225206 Email: arpit.trivedi@dpu.edu.in

**For Second Party** 

Authorised Signatory Name: Dy. R-K. Jadan Designation: Sr. Diya tor Mobile: 9871586262 Email: referencedor & Surhantumvessely bschool dpu edu in

Bangalore-Mumbai Highway Bypass Road, Tathawade, Pune 411 033., Maharashtra (India) Tel.: +91-20-67919470 • Email: info.bschool@dpu.edu.in



### Memorandum of Understanding (MOU) Between Sushant University And D.Y. Patel International University Pune Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
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For

**Authorized Signatory** 

For



**Authorized Signatory** 



Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124- 4



Memorandum of Understanding (MOU) Between

Sushant University Gurugram

Mahazishi Mahech Yogi Vedic Vishwavid yalaya, Karoundi – Katni – 483332 Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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Rad . Dr. RK. Yuler

Authorised Signatory

Sr Director



Rigel

Dr. Mukesh Kumar Authorised Signatory

7988857375



### MAHARISHI MAHESH YOGI VEDIC VISHWAVIDYALAYA

(Established by Madhya Pradesh Act No. 37 of 1995 and Recognised by UGC under section 2 (f)

No.

Date : 21/9/2092

#### Memorandum of Understanding (MOU) Between

#### Maharishi Mahesh Yogi Vedic Vishwavidyalaya, Karoundi, Katni - 483332,

And

University, Gurugsam Sushant

Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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- 5. Both Party will support each other in curriculum development, industry Interaction and other support from time to time through its network.

#### **For First Party**

Maharishi Mahesh Yogi Vedic Vishwavidyalaya Karoundi, Katni – 483332,

**Authorised Signatory** 

For Second Party

Dr. RK. Yudar-

Si Diretor **Authorised Signatory** 



# Memorandum of Understanding (MOU) Between

And

#### Subject: Collaboration to promote Education, Skill& Research

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Dr K.K. Yadar St Director

**Authorized Signatory** 



For

**Authorized Signatory** Co-perden



### Memorandum of Understanding (MOU) Between

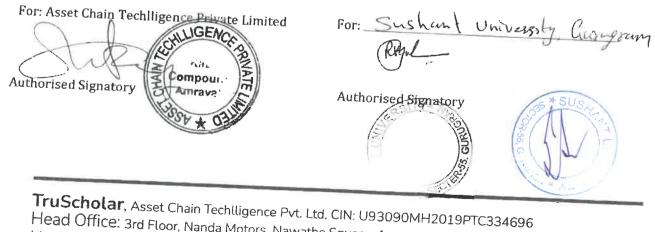
## Asset Chain Techlligence Private Limited (Truscholar)

And Sushant University Gurngram

# Subject: Collaboration to promote Education, Skill& Research

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Head Office: 3rd Floor, Nanda Motors, Nawathe Square, Amravati, Maharashtra, 444601 Network: Mumbai | Pune | Bangalore | Hyderabad | Chennai | Delhi | Ahemdabad | Guwahati | Kolkata

info@truscholar.io

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### Date: 21<sup>st</sup>September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between And Anam down town University, Currahati Sushant

### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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For Dr RK Yadow Sv Director Authorised Signatory Authorised Signatory



## down town University

Permission Granted Via The Assam Act, No. VIII of 2010, Gazette No. LGL Sankar Madhab Path, Gandhi Nagar, Panikhalti, Guwahati-781026, Website : www.adtu.in

down town harity Trust Promoted by :

Date: 21/09/2022 (Wednesday)

#### Memorandum of Understanding (MoU) Between

#### Assam down town University, Guwahati

and

# SUSHANT UNIVERSITY, Gurygram

#### Subject: Collaboration to promote Education, Skill & Research

The following terms are mutually applicable to both (First party and Second party)

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- 5. Both Party will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For First Party For Second Party Dr RK Yadan 1. Prof. (Dr.) Pranveer Singh Digectory Pro Vice Chancellor Authorized Signatory Guittin J-26 2. Mr. Purba P. Borah Dy. Director, Quality & Process



### Letter of Intent (LoI) For Collaboration

### between GUJARAT TECHNOLOGICAL UNIVERSITY (Ahmedabad, INDIA)

#### and

Sushant Unorces. ty Curryson

The parties mentioned as above are herewith signing the letter of intent for broad activities as defined below.

#### **Objectives:**

- i. To identify common academic domains to develop strategic partnership;
- ii. To offer short-term and long-term exchange programs for students and faculties of associated institutes of all parties
- iii. To explore and initiate the collaborative opportunities in areas of research, academic deliverables, administrative reforms, and sharing the expertise in the domains of internationalization & innovation in the university ecosystem.
- iv. To offer any other activities and program as per mutual interest of parties

#### Implementation

This LoI shall work as an initial document showing willingness of the parties to collaborate with broad activities enlisted above. All the parties shall discuss the areas of cooperation and related terms in detail and may go for further articulation of signing Agreements / MoU as deemed fit.

#### 5. Addresses and identification of the Parties

Clefter Dr. chisog vibhakar **Gujarat Technical University** Phone: +91 (079) 23267527/570 Email: registrar@gtu.edu.in , Curryam Website: www.gtu.ac.in Page 1 of 1



Memorandum of Understanding (MOU) Between

Sushant University, Gwargham And

## Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

- 1. Both the parties will assist each other in organizing the summit, seminar, symposium workshop and other academic deliberations.
- 2. Collaboration in Teaching, Research & Development and consultancy in the field of mutual interest.
- 3. Exchange of Academic materials and publications
- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For Right pr. RK Yalos

Sr Director

Authorised Signatory



Dr. chinagvibhakar Principal - 674-60 ER1

Authorised Signator





41

Date: 21st September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Betwee Sushant University Gurugram And Sitkim Manipal University

Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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For Dr. R.K. Yader S. Director 9871581262-Authorized Signatory

For Sikke Manip & Unnerely

**Authorized Signatory** 

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Memorandum of Understanding (MOU) Between Sushant University And Raisetapi Gurugram

### Subject: Collaboration to promote Education, Skill& Research

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filet Dr. R.K. Yadar SV Director 9871586962 **Authorized Signatory** 



MEETA SACHDEV VP-Partner ships Raise TOP;

**Authorized Signatory** 



# Memorandum of Understanding (MOU) Between And ISBR-Business School, Bangalore.

### Subject: Collaboration to promote Education, Skill& Research

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Dr. R.K. Yaulou So Director 9871550262

Authorized Signatory



For **Authorized Signatory** ek@ isbri



#### Memorandum of Understanding (MOU) Between SUSHANT UNINERSITY

And

SHOBHIT UNIVERSIFY, Gangoh

Subject: Collaboration to promote Education, Skill& Research

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AL Dr. R.K. Yulor Sr. Director

Authorized Signatory



For N. Q. Qlan 21.9.22

Dr. NILADRY SEKHAR GHOSY Divertor - IOSHE-8894144966.

**Authorized Signatory** 



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#### Date: 21st September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between And Lexicen Group do Purstitutes, Pune

Subject: Collaboration to promote Education, Skill& Research

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Foi Dr. R.K. Yader Sr Director 1871556202 **Authorized Signatory** 

For

Authorized Signatory P.S. Kawqle + 9191601495-1 Parmeshwer @lenjconedu.in



<u>Memorandum of Understanding (MOU) Between</u> Sushant University Guring And AAFT

#### Subject: Collaboration to promote Education, Skill& Research

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For Dr R.K. Jude v S Directry 9871586862 **Authorized Signatory** 

Ms. Shiri Baju Admission Manager 8586970452 Authorized Signatory





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### Date: 21<sup>st</sup>September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between Sushant University Gurugram And Medio L Entertoinment thills (number

### Subject: Collaboration to promote Education, Skill& Research

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For Dr RK Yadan

St Director

Authorised Signatory



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Authorised Signator





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### Date: 21st September, 2022 (Wednesday)

Memorandum of Understanding (MOU) Between

Sushant University Convyron

15BM UNIVERSITY (C.G.)

### Subject: Collaboration to promote Education, Skill& Research

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- 5. Both Parties will support each other in curriculum development, industry Interaction and other support from time to time through its network.

Dr. R.K. Yacler Sr Director 9871586862-**Authorized Signatory** 



For Albarney

Sandief Sharna Vice President ISBM UNIVERSITY Authorized Signatory 9029015294

## Memorandum of Understanding (MOU) Between Himalayan University And Suchant University

#### Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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- 4. Conducting various training programmes for students and faculty members in the area of Mutual interest.
- 5. Both Party will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For First Party

Authorised, Signatory ath Mohan Si Name: Designation: 999941203 Email:



For Second Party

Authorised Signatory Name: Dr. R.K. Yadar Designation: Sr. Director Mobile: 9871586262 Email: rejendesynder & Sushent university rely in



# Memorandum of Understanding (MOU) Between Susbant University And Igrasen Homalayan Garhood University Maharaya

Subject: Collaboration to promote Education, Skill& Research

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PAL-Dr. R.K. Yuder SI Direct DS

**Authorized Signatory** 



For

Maharaja Agrasen Himalayuu Orrow sity Shiv Wagar, Dhaidgern Block, Forma Distt. Pauri Garinvai (Utherschuse 1 13

**Authorized Signatory** 

# Memorandum of Understanding (MOU) Between Mangalayatan University And Enchant University

# Subject: Collaboration to promote Education, Skill& Research

The following terms are mutually applicable to both (First party and Second party)

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- 5. Both Party will support each other in curriculum development, industry Interaction and other support from time to time through its network.

For First Party

Authorised Signatory Name: Dhalom Ra Designation: ASS'St . Re ral. Mobile: 114369 Email:



For Second Party

Authorised Signatory Name: Dr R.K. Yadar Designation: S7 Director Mobile: 9871586262 rejending yedov@ Sushint univerty. cluin Email:

School Of Engy, & Technology Dean Sushant University Sect 55, Gurugram



#### MEMORANDUM OF UNDERSTANDING

#### **EXECUTED BETWEEN**

Dhaka International University having their address at House # 04, Road # 01, Block - F, Banani, Dhaka 1213, Bangladesh, (which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) represented through the Chairman who is duly authorized to sign and execute this MOU on behalf of Dhaka International University, hereinafter referred to as the "DIU", or the "FIRST PARTY".

#### And

Sushant University (Erstwhile Ansal University), a University Incorporated under Haryana Private Universities Act, 2006, and having their Campus at, Golf Course Road, Sector 55, Gurugram Haryana-122003, (which expression shall mean and include its successors-in-business and permitted assigns), represented through its Registrar who is duly authorized to sign and execute this MOU on behalf of Sushant University, hereinafter referred to as the "SU", or the "SECOND PARTY".

#### WITNESSETH AS FOLLOWS:

WHEREAS Dhaka International University, Dhaka, Bangladesh ("DIU") and Sushant University, Gurugram, Haryana ("SU") desire to establish and develop a close partnership to promote academic and cultural exchanges between the two Institutions through mutual assistance, exchange of students and faculty, collaboration relating to joint research ventures, seminars, distinguished visitors, as well as educational initiatives towards the goal of innovating and reinvigorating standards of education.

# 1. The Objective of this Memorandum of Understanding shall be to explore and implement the following opportunities:

#### (A.) Exchange of:

**(B.)** 

- i. Under Graduate, Post Graduate and research scholars in "student exchange". Whether modular, or semester long programs;
- ii. Academic staff for purposes of fostering research collaborations inter-changes of teaching expertise, and/ or short-term visiting lectureships;

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iii. Administrative staff for purpose of transferring knowledge of administrative practices.

**Promotion of:** haund



- Co- operation in the study and research of law and related policy. i.
- ii. Innovation in restructuring and revitalizing Indian and Bangladesh education. iii.
- Inter jurisdictional continuing education ("CE") opportunities as may arise, iv.
- Cultural participation across both the institutions.

#### (C.) **Student Exchange:**

- Each institution will encourage its students to make use of exchange opportunity i. between the two institutions;
- Each institution may nominate an agreed-upon number of students to participate in ii. exchange of the duration of one semester of their final year of under-graduate course. Opportunities for a larger number of students over a shorter exchange period will be developed in a subsequent Implementation Plan.
- For semester long exchanges, students will pay tuition and other fees to their home iii. institution and be responsible only for travel and lodging,
- Students who successfully complete an exchange semester shall apply for an exchange iv. of credits towards the relevant degree at their home institution.
- Internship exchange in the Centers held by each institution. V.
- Summer courses/ short term program for students. vi.
- Each Institution may offer teaching internship for post-graduate/research scholars for a vii. mutually agreed period of time for honing skills and better academic experience.

#### (D.) Post Graduate student/ supervision:

- Faculty at each institution may serve as joint supervisors for post-graduate students i. and research scholars work by students from the partnering Institution. ii.
- Such a request may be initiated by students or faculty, but should be executed by the faculty supervisor at, the home institution.

#### Faculty Exchange and Participation: (E.)

- There may be exchange of faculty members for up to a period of one semester. i. Guidelines regarding the number of participants, balance, and frequency of exchange may be developed in a separate Implementation Plan;
- The invitation may be contingent upon student demand and faculty expertise. ii. ΪΪ.
- Each institution may specify the area to be taught, and / or may solicit nominations form the other. The final hiring decision will be made by the host Institution, iv.
- Compensation will continue to be provided by the home institution, unless otherwise decided by mutual consent of both the institutions. ٧.
- Faculty may teach a course for a length of time shorter than one semester, as approved by the relevant internal and host institution administration. 5. H. P.J.

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### (F.) Co-operation in the study, research and related policy;

- i. Opportunities may be sought to host joint conferences, seminars, and working papers, as initiated by faculty in the institutions.
- ii. Utilization of knowledge resources by students/research scholars /faculty by each institution.
- iii. The registration fee for any event organized by either of the Institution shall be waived off for participants from the non- hosting institution.

### (G.) Innovation in reforming and reinvigorating higher education.

Since DIU and SU represent recent, robust, and innovative entrants into education, they should involve in an ongoing exchange of ideas and expertise towards the development of education in Bangladesh and India, which may involve organizing joint conferences, public lectures and seminar between both the institutions. Each institution can work together for recommending suggestions to any governmental agency.

- 2. When the discussion and activities contemplated by this MoU have progressed to the point that specific details of a proposed exchange or joint research activity between them have been identified and agreed upon, DIU and SU will enter into an Implementation Plan that will identify, among other things, personnel and/or materials involved, the duration of the exchange and the source of funding that has been committed to support the joint research, study, or other activity or exchange ("Programme"). The institution may enter into a single implementation plan or a series of implementation plans, depending on the nature of the proposed Programme. Only with assent of the relevant supervisory authorities in both the institutions, joint programs will be implemented.
- 3. This MoU shall become operative on signing and shall remain in force for an initial period of three (3) years. Further engagement is subject to consent from both the parties and can be done prior to the date of expiration. Either institution may terminate this MoU by giving one months' notice writing to the other institution. Any joint programs that may have commenced at either institution before the date of termination may be completed by special agreement between the two institutions.
- 4. This MoU may be amended or revised by both the institutions after mutual consultation and agreement.
- 5. This MoU will be construed as statements of intent to foster genuine and mutually beneficial academic collaboration.
- This Memorandum of Understanding shall not in any way prohibit the institutions from entering into similar Memorandum of Understanding with other universities or institutions.
- In the event of any dispute in connection with this understanding, the parties hereto shall make efforts to negotiate and resolve such disputes under principles of good faith

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and honesty. Where the parties fail to resolve the dispute by negotiation with 30 days, they shall submit to arbitration. The Sole Arbitrator and the place of arbitration 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 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 suit.

# In WITNESS HEREOF, the parties hereunto affix their signature on this 26<sup>th</sup> day of September, 2022:

For, and on behalf of, Dhaka International University, Dhaka, Bangladesh	For and on behalf of, Sushant University, Gurugram, India
S.H. Patron 26.09. W22 Barrister Shameem Haider Patwary Chairman	Dr. Sanjeev Sharma Pro Vice Chancellor & Registrar
Witness 1:	

Inof Jagbie Sringh Dalarya Dean SOL Name: Signature: 17 62 - 17 26/9/22

Witness 2:

Name: prof. Dr. Md. Servijud Islam Signature: DElim Baha



#### Annexure-A

#### (Refer Clauses 3 & 4)

#### 1. Details of the Programs

- A. Name of the Program: Professional Program in Full Stack Product Engineering. Duration of the Program: 880 Hours.
  - Structure NIIT Digital Online Program All the classes will be conducted through online live class mode. Milestones:

Phase	Key Milestones
Phase 1: Foundation	Pre-programming Foundation Computer Science fundamentals Problem solving Programming Logic & techniques Programming in Java Object Oriented programming in Java Applying data structures & Algorithms Working with RDBMS (MySQL) Unit test using JUnit Java 8 features (Java 11) Summative Java Project
Phase 2: Enterprise Layer	<ul> <li>Build Responsive web pages using HTML5,CSS3 &amp; Bootstrap</li> <li>Interactive web pages using Modern JavaScript</li> <li>Unit Testing Using Mocha and Chai</li> <li>SPA using Angular</li> <li>Create and consume RESTful APIs</li> <li>Working with NoSQL DB</li> <li>Implement the concepts and build Microservices using Spring framework</li> </ul>
Phase 3: Product development	<ul> <li>Build, test, package &amp; deploy a full stack version</li> <li>Cloud deployment</li> <li>Formal demonstration from each team</li> </ul>

NIIT reserves the right to change the Milestones keeping in view requirements of the industry and employability prospect of the Learners.

#### 2. Terms and Conditions for Delivery of the Program

A. Applicability:

These Terms and Conditions (T&C) shall be applicable to the delivery of the Programs. SU shall ensure that the Learner is bound by the rules, regulations, timings, administrative procedures and discipline requirements set by NIIT and must necessarily comply with program guidelines.

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- B. SU's Obligations:
  - (a) SU shall ensure that Learners shall submit scanned copies of followin documents:
    - i. Proof of Date of Bitty (10th certificate / PAN card / Passport)

School Of Engg. & Technology

Susbant University Sector 55, Gurugram

Page 1 of 7

B.

ii. Mark Sheet and/or Certificates of Class 10<sup>th</sup>, 12<sup>th</sup>, Graduation (If applicable) iii. PAN Card

- (b) In the event of non-submission or discrepancy in documents furnished by the Learner, the services will be withheld at the sole discretion of NIIT.
- (c) Selection to the Program shall be based upon the performance in Aptitude Test, Programing Test and Interview or any other assessment as decided and conducted by NIIT. Based on the result, the Learners will be enrolled in the Program.
- (d) If the Learner leaves the program in between, NIIT shall not be liable to refund any fee paid by the SU.
- (e) The Learner shall be required to notify NIIT immediately with past and current details of any civil or criminal case/s instituted against the Learner in any Court of Law or any complaint/show cause notice/prosecution with/by any Police Station or by any statutory authority, as also the learner will notify any outcome of such complaint to NIIT in writing. Any act in breach of this term or suppression of fact would entail initiation of appropriate action as deemed fit by NIIT.
- (f) SU shall ensure that the Learners abide by the terms and conditions of Learning and Assessment so that they become entitled to NIIT's placement process. Similarly, SU shall ensure that the Learners abide by the terms and conditions of Placement.
- C. NIIT's Delivery of Services:

This delivery methodology seamlessly blends the self-learning, self-practice, Mentor-Led Live Virtual Classrooms and assignment completion. The Mentor-Led methodology takes learning beyond the traditional Student-Teacher relationship, where-in mentor help Learners identify the problems. It is Learners' responsibility to fix the problems. Mentor will not spoon feed and will not provide the solution. This may be a tough process, but it is here that Learners' learning stays longer with them and helps them build the necessary self-confidence to perform on the Job.

i. Onboarding of Learners:

- (a) In order to avail further benefit of the Program, the Learner shall have to undergo the assessment procedure for eligibility to continue with the Program. The said assessment shall be carried out before commencement of live sessions which will simultaneously start with commencement of fifth semester of the SU's program in which the Learner would have been enrolled.
- b) In case if the Learner fails to clear the assessment procedure then either the Learner may opt to undergo a program titled 'Java Foundation Program' or seek refund of the payment made by SU on account of the said Learner.
- ii. Learning:
  - (a) Each Module will be delivered using NIIT's approach that has worked very well to prepare Learners on job-readiness.
  - (b) These methodologies have been devised considering the following factors to better understand the context and the rationale of the subject/concept that Learners will be experiencing:
    - The self-learning and self-practice to help Learner learn at his pace and prepare better for the mentor connect sessions;

Engg. & Technology nt University 55, Gurugram

Page 2 of 7

- ✓ Virtual mentor connect sessions that helps Learner get clarity or learn from other's mistake or to better understand the software engineering practices;
- ✓ Non-trivial assignments to verify Learner's application of knowledge and desired skill level;
- ✓ Process of review that helps Learner understand his mistakes and learn from them;
- ✓ Various types of assessments and assignments to prepare Learner such that he can face challenges confidently;
- Tough end to end product development experience to enable Learner to take up real engagements on full stack.
- (c) The Education Delivery Methodology decided for a Course is reflected in its Learning Plan.
- (d) For the reasons stated in the preceding sub clause, Learner will be required to follow the Learning Plan in accordance with the methodology that may be adopted by NIIT for the delivery of services to Learner. NIIT reserves the right to decide the said methodology that is most appropriate for Learner in case the Program is available in more than one format.
- iii. Assessments:
  - (a) The Programs are practitioner designed and outcome driven. The Learners will have to undergo daily scheduled assignments, surprise assignments and different forms of assessment during the program. The learning is in an environment that simulates real project like environment and situations that Learners will experience
  - (b) The evaluation process will be continuous based on zero tolerance of any form of copying. If there is even a small doubt on copying, Mentor may decide not to evaluate the submission. Mentors decision is final in cases of plagiarism.
  - (c) The Learner shall have to necessarily ensure:
    - Timely completion of daily learning tasks including self-learning and self-practice
    - Timely completion of daily assessments and assignments as per program schedule
    - Completion (includes refactoring) with each assignments and evaluations as per program schedule
    - Completing each Hackathon and all surprise assignments / assessments within the given time window
    - Completion (includes refactoring) projects and team tasks in the given timeline
    - Upon successful development, deployment and demonstration of the version of the product to NIIT or its partner organization, as the case be.
  - (d) Learners' performance in the Program is evaluated through Assessments. Learner will be required to attempt all the Assessments associated with the Program as per the dates mentioned in the Learning Plan.
  - (e) If Learner fail to attempt the Assessment, the Course shall be considered incomplete the Grade 'NC' (i.e. Not Cleared) shall be

Eng. & Technology ersit. Gurugram

Page 3 of 7

assigned to Learner. The marks obtained in the Assessments contribute to the Course Performance.

- (f) There may be more such tests that may be part of either Continuous Assessment or Summative Assessment which NIIT may decide to implement in the interest of learning.
- iv. Deliverables:
  - (a) Learning Material:
    - All materials referred during the program are all digital contents and code. During the program duration, Learner will have access to the digital contents only.
    - Digital reference is strictly for Learner's own use only and Learner cannot copy or replicate the same in any manner.
    - The intellectual property right in the digital content is owned by NIIT or respective party where the contents are sourced from.
- v. Learning Portal:
  - (a) The Learning Portal is available to be accessed by Learner. The login ID and the initial password shall be mailed to Learner as per agreed timeline with SU.
  - (b) Upon accessing the Learning Portal for the first time, Learner are immediately required to change the initial password.
  - (c) Depending upon the requirement of a Course or Program, as the case may be, the Learning Portal shall provide Learners the following services:
    - Access to different learning services available as part of the Program.
    - Facility to access online for various services like self-learning materials, Recordings, assignments, learning Plan, etc.
    - View of the personal, academic and financial information relating to Learner.
    - If Learner wish to update Learner personal information, Learner may do so under the section 'Update Profile'. Certain personal information like Learner mobile no. and Email Address are indispensable for Learner learning, and in case Learner have provided incorrect personal information or the information provided by Learner has become outdated, Learner may not receive the necessary information that may be required in turn to receive any or all services from NIIT. In that event, NIIT shall not be liable for the same.

Learner access to the Learning Portal will be governed by the terms and conditions which are available on the Learning Portal.

- D. Certification Etc.
  - i. The Learner will be eligible for the NIIT Certified Full Stack Product / Software Engineer award, if and only if the Learner completes all the assignments and summative assessments successfully.
  - ii. The Learners shall be required to complete different milestones as per the Learning Plan of the Program. If for any reason the Learner fails to complete the same then in that case the Learner will be provided Participation Certificate' only and shall not be entitled to Placement.
  - iii. If the Learner does not complete 90% of the milestones including attending 90% of the live sessions, then no certificate will be issued.

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Page 4 of 7

- 3. Terms and Conditions for Placement Assurance:
  - A. Applicability:

These Terms and Conditions (T&C) shall be applicable to the 'Learner' who would have benefitted from NIIT's services and opted for receiving the Placement Support.

B. Definitions:

The following words and expressions shall, unless the context requires otherwise, have the following meanings as set out below:

- 1.1 "Credential"- shall include all the documents certifying the age, address, degree certificate etc. obtained by the Learner. The Learner shall be required to produce original of the Credentials if required by NIIT or the Prospective Employer.
- 1.2 "Eligibility Criteria"- shall mean the eligibility criteria that the learner must meet before he/she applies for the Placement. They are as under:
  - i. His/her admission must be within Program defined Admission Process; and
  - ii. The learner must have scored >=60% in Class X, XII and Graduation; and
  - iii. Learner must have completed all the assignments and summative assessments successfully in the Program; and
  - iv. Learner must have 90% attendance in the program and 100% Attendance in the Placement Orientation Sessions and Engagements; and
  - v. Learner must have filled the Placement Registration form; and
  - vi. Learner must have paid the applicable fees as per the Payment Schedule for the Program.
- 1.3 "Offer Letter"- shall mean a letter issued by a Prospective Employee offering gainful engagement / internship / employment to the Learner to join their organization from a particular date and for a particular position.
- 1.4 "Internship" shall mean the offer of engagement as an intern for a specific period from a Prospective Employer.
- 1.5 "Placement"- shall mean the offer of Internship / employment from a Prospective Employer by issuing Offer Letter.
- 1.6 "Placement Assurance"- shall mean the assurance of Placement to the Learner who has duly complied with these Terms & Conditions.
- 1.7 "Program"- shall mean the Professional Program in Full Stack Product / Software Engineering, conducted by NIIT.
- Prospective Employer"- shall mean the third party organization who may issue the Offer Letter to the Learner for his/her internship / Placement.
   "Procedure": shall mean the procedure to be followed by the Learner for
  - 9 "Procedure"- shall mean the procedure to be followed by the Learner for his/her Internship / Placement which is as under:
    - i. The Learner shall submit self-attested copy of his/her Credentials to NIIT; and
    - ii. The Learner shall regularly attend the Internship / placement preparation module(s) in the manner so required by NIIT; and
    - iii. The Learner shall submit proof(s) of Learner's credentials for verification (if asked for); and
    - iv. The Learner shall maintain high standards of integrity, attendance, punctuality and regularity and co-operate with the placement process. Failure to abide by these commitments may result in cancellation of enrolment in the Internship / Placement on disciplinary grounds; and
    - v. The Learner shall attend Internship / placement interviews without fail;



and

- vi. The Learner shall be ready to undergo the interview at any time / any place as conducted by the Prospective Employer at their own expenses; and
- vii. The Learner shall be ready to relocate to any location as may be offered by the Prospective Employer.
- C. NIIT 's Obligations:

In pursuance to the Placement Assurance, NIIT shall have the following obligations:

- 1.1 NIIT shall provide maximum of 5 (five) opportunities to the Learner to appear for interviews and other selection process in order to secure Placement. If a Learner fails to clear the selection process despite these opportunities then NIIT's Obligation to SU qua such Learner shall be deemed to have been discharged.
- 1.2 It is made clear that even a single instance of not reporting for the interview shall disentitle the Learner of the Placement Assurance.
- 1.3 As soon as a Learner gets the Offer Letter from a Prospective Employer, NIIT's Obligation to SU qua such Learner shall be deemed to have been discharged.
- 1.4 Learner shall be provided Placement related opportunities based on his/her (a) technical skills, (b) personality traits(c) academic profile and (d) terms for Placement as laid down by the Prospective Employers.
- 1.5 Subject to Clause 1.1 above, NIIT shall be deemed to have discharged its obligations regarding Placement Assurance of a Learner once he has received at least 1 offer letter of ₹5 LPA or higher (Product Engineering) from a Prospective Employer for Placement.
- 1.6 A Learner is free to choose an Offer from the Prospective Employer even if it is lower than the CTC prescribed for the Program opted, considering various other factors of the Offer Letter. Once the offer is accepted, NIIT shall be deemed to have discharged its obligations regarding Placement Service towards the Learner.

The Prospective Employer may offer Internship to the Learner as the Learner shall be an Undergraduate. However, an Offer Letter may also come with an offer of employment post completing the Graduation. In such case, NIIT shall be deemed to have discharged its obligation of Placement Assurance the moment such Offer Letter is issued to the Learner.

- D. SU's Obligations: SU shall ensure that:
  - 1.1 The Learner must follow the Procedure in entirety.
  - 1.2 The Learner must work in accordance with the direction of NIIT and follow the timelines and advises of NIIT in the course of his/her Placement for the purposes of interviews, grooming etc.
  - 1.3 The Learner is required to be in continuous touch with the NIIT Team.
  - 1.4 The Learner should be willing to travel to any location in India to attend the selection process on his own expenses and make own arrangements
  - 1.5 The Learner, upon selection by a Prospective Employer, may have to relocate anywhere in India and shall be ready for the same.
  - 1.6 The SU agrees that in any event whatsoever; the Learner / SU shall not claim any damage or compensation in case there is no Placement of the Learner.

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Dean School Of Engg. & Technology Sushant University Get 2:55, Gurugram

- 4. Training of admission team and Admissions assistance:
  - A. NIIT shall provide training of SU's admission team about the Program and their benefits.
  - B. NIIT team will provide assistance to SU's admission team in seminars conducted throughout for the same.
- 5. Payment Schedule for Professional Program in Full Stack Product Engineering:

Payment Schedule	Payment (INR)	Payment Milestone
Instalment 1	50000 + GST @18%	At the time of admission in the Degree Program of SU
Instalment 2	50000 +GST @18%	Before commencement of third Semester of the Degree Program of SU
Instalment 3	100000 +GST @18%	Before commencement of Fifth Semester of the Degree Program of SU

- 6. Other Terms
- A. SU hereby commits that it will order for the Services to at least 30 Learners every year during the Term of this Agreement. Accordingly NIIT shall be entitled to invoice the sums commensurate with the said minimum commitment.
- B. The SU is obliged to make the Payment as per the aforesaid payment milestone.
- C. NIIT shall raise invoices upon the SU against the respective payment milestones and the SU shall be obliged to make payment within 20 (twenty) days of receipt thereof.
- D. The SU agrees that notwithstanding discontinuation of the Program in whatsoever circumstances by the Learner, SU shall be liable to pay the Program Fee to NIIT.
- E. Subject to complying the Procedure and meeting eligibility criteria for Placement Assurance, if a Learner does not receive the Placement, NIIT shall refund the payment received from SU on account of the said Learner after deducting the Admission Fee of Rs. 30,000/- (thirty thousand only) there from.
- F. In case of refund due to the Learner having failed to clear the assessment as mentioned in clause 2(C)(i) or 7(D), the credit note shall be issued to the SU for adjustment of amount from the next payment.
- G. In case if a Learner does not comply with the Procedure and fails to meet the eligibility criteria of placement then no payment received from SU on account of the said Learner shall be refunded.

For SU	Marner	For NIIT	OPINDER KUMAR SAPROO
	ANT		nder Kumar Saproo
	~	Authorized	l Signatory
Page 7 of 7	* RE- CP-55 CU-CR	Dean Schort Ocengg, & Technology Suscant University Sect 55, Gurugram	

#### Annexure-A

#### PART-B: BNF

1. Details of the Program

A. Name of the Program: Advanced Program in Banking & Finance Duration of the Program: 270 Hours approx. Delivery Mode – NIIT Digital Online Program - All the Sessions will be conducted through online live class mode. Semesters: 5th & 6th (Might change depending on the degree)

Cu	rriculum Design
BFSI Industry Foundation	
Overview of BFSI Industry - Bank	king, Financial Services, Insurance, NBFC
Roles in demand in BFSI	
Regulatory bodies	
Fintech, Digital disruptions in BFS	SI industry
Sales Skills	ann ann an ann an ann ann ann ann ann a
Demystifying Sales	
Customer Orientation	
Influencing and Persuasion skills	
Sales process	
Banking Products and Services	
Assets, Liabilities products and se	rvices
Savings account, current account	
Loans and mortgages	an a
Need-based product pitching	
Customer interaction skills	
Professional skills and telephone e	etiquettes
Insurance and Financial Products	
Life insurance products and service	es
General insurance products and se	ervices
Capital markets orientation	ана у такжа адаалаанан на на так так так така на продокти на станку станку станку станку станку станку станку с
Mutual funds	n an The analysis and an approximately and an approximately and an approximately approximately approximately ap
NISM certification preparation and	certification
Compliance and Digital channels in	BFSI industry
Customer Service and Relationship	o Management
Customer service - process and sk	ills
Cross selling and upselling	N
Customer Relationship Managemer	nt Sf
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Systems, Operations and Financial Analysis	
Finacle practice for key Banking functions	
Financial analysis using Excel	у, на у колони и има из на учадиодо до була и одо у село у колони — рекон (и народи) — до рад на болбо А. С. Ф К
Retail branch operations	анар (турк, унунскитерия, анулыр этолук) – эк. жи английн эр. төр оронскигий улун алагасар байр он ор с. Улосуун
Enhancement Skills	Automorphysical and a documentary and antical and all and a documentary and a documentary and a documentary and
English Language skills	Martin Calendary opposition opposition and an and a state of the state
Resume writing and interview preparation	аналана диуулуууунандин колоноо — түн түрүүүүүүүүүүүүүүүүүүүүүүүүүүүүүүүү

\*NIIT reserves the right to change the Curriculum design / Milestones keeping inview requirements of the industry and employability prospect of the Learners.

2. Terms and Conditions for Delivery of the Program

A Applicability:

- (a) These Terms and Conditions shall be applicable to the delivery of the Program. SU shall ensure that the Learner is bound by the rules, regulations, timings, administrative procedures and discipline requirements set by NIIT and must necessarily comply with program guidelines.
- (b) For this Annexure the term Candidate shall mean a bonafide student of the SU seeking to avail benefit of the Program.
- (c) SU shall ensure that the Candidate shall submit self-attested copies of following documents and should be able to produce Original documents as and when required:
  - i. Birth Certificate (class 10 certificate mentioning the date of birth is acceptable).
  - ii. Class 10 & 12 Mark sheets at the time of enrollment & Graduation Mark Sheets along with Certificates before seeking placement assistance
  - iii. AADHAR card
  - iv. Pan Card
- (d) Candidate name registered in NIIT records at the time of selection process should exactly match with the name printed on his/her AADHAR Card. Please note that any request regarding change/correction in name after the submission of application form shall not be entertained.
- (e) Candidate seeking admission into the Program must have secured >=60% aggregate marks in 10th, 12th. For calculating the % marks all subject marks need to be included. No round off to be done for calculating the aggregate marks (e.g. 59.99% is not eligible and can't be rounded as 60%). Mark sheets of 10th & 12th are required mandatorily.
- (f) Candidate seeking admission into the Program should have his/her 10th & 12th completed in Regular mode. Any other mode of education (i.e. correspondence / distance / diploma / vocational / open schooling etc.) is not allowed.
- (g) Candidate must not have any gap between 10<sup>th</sup>, 12th and degree completion.
- (h) Candidate age must be less than or equal to 18 years at the time of seeking admission into the program.
- Candidate must be medically fit and be able to produce proof of the same at the time of admission. A self-certification to this extent need to be submitted

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- (j) Selection to the Program shall be based upon the performance in personal Interview & IFBI Common Entrance Test before the start of the 5<sup>th</sup> semester. Based on the result, the Learners will be enrolled in the Program. Final Result shall be a collective output of all the admission selection process and is not dependent on any single process.
- (k) In the event of non-submission or discrepancy in documents furnished by the Learner, the services will be withheld at the sole discretion of NIIT.
- (I) If the Learner leaves the program in between, NIIT shall not be liable to refund any fee paid by the SU.
- (m) The Learner shall be required to notify NIIT immediately with past and current details of any civil or criminal case/s instituted against the Learner in any Court of Law or any complaint/show cause notice/prosecution with/by any Police Station or by any statutory authority, as also the learner will notify any outcome of such complaint to NIIT in writing. Any act in breach of this term or suppression of fact would entail initiation of appropriate action as deemed fit by NIIT.
- (n) The Learner shall be bound by the rules, regulations, timings, administrative procedures and discipline requirements set by NIIT and must necessarily comply with program guidelines.
- (o) SU shall ensure that the Learners abide by the terms and conditions of Learning and Assessment so that they become entitled to NIIT's placement process. Similarly, SU shall ensure that the Learners abide by the terms and conditions of Placement.

B. NIIT's Delivery of Services:

- i. Onboarding of Learners:
  - (a) In order to avail benefit of the Program, the Candidate shall have to undergo the assessment procedure for eligibility to continue with the Program. The said assessment shall be carried out before commencement of live sessions which will simultaneously start with commencement of fifth semester of the SU's program in which the Learner would have been enrolled.
  - (b) In case if the Candidate fails to clear the assessment procedure then the SU can seek refund of the payment made by SU on account of the said Learner.
- ii. Learning:
  - (a) Each Module will be delivered using NIIT's approach that has worked very well to prepare Learners on job-readiness.
  - (b) These methodologies have been devised considering the various factors to better understand the context and the rationale of the subject/concept that Learners will be experiencing. Various types of assessments and assignments would be conducted to prepare Learner face challenges confidently;
  - (c) The Education Delivery Methodology decided for a Course is reflected in its Learning Plan.
  - (d) For the reasons stated in the preceding sub clause, Learner will be required to follow the Learning Plan in accordance with the methodology that may be adopted by NIIT for the delivery of services to Learner. NIIT reserves the right to decide the said methodology that is most appropriate for Learner in case the Program is available in more than one format.
- iii. Assessments
  - (a) The Learners will have to undergo scheduled assignments, syrprise assignments apolitherent forms of assessment during the program.

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- (b) The evaluation process will be continuous based on zero tolerance of any form of copying. If there is even a small doubt on copying, Mentor / Faculty may decide not to evaluate the submission. Mentor/ Faculty decision is final in cases of plagiarism.
- (c) The Learner shall have to necessarily ensure:
  - Timely completion of learning tasks including self-learning and selfpractice
  - Timely completion of assessments and assignments as per program schedule
  - Completing each and all surprise assignments / assessments within the given time window
- (d) Learners' performance in the Program is evaluated through Assessments. Learner will be required to attempt all the Assessments associated with the Program as per the dates mentioned in the Learning Plan.
- iv. Deliverables:
  - (a) Learning Material:
    - All materials referred during the program are all digital contents. During the program duration, Learner will have access to the digital contents only.
    - Digital reference is strictly for Learner's own use only and Learner cannot copy or replicate the same in any manner.
    - The intellectual property right in the digital content is owned by NIIT or respective party where the contents are sourced from.
- v. Learning Portal:
  - (a) The Learning Portal is available to be accessed by Learner. The login ID and the initial password shall be mailed to Learner as per agreed timeline with SU.
  - (b) Upon accessing the Learning Portal for the first time, Learner are immediately required to change the initial password.
  - (c) Depending upon the requirement of a Course or Program, as the case may be, the Learning Portal shall provide Learners the following services:
    - > Access to different learning services available as part of the Program.
    - Facility to access online for various services like self-learning materials, Recordings, assignments, learning Plan, etc.
    - View of the personal, academic and financial information relating to Learner.
    - If Learner wish to update Learner personal information, Learner may do so under the section 'Update Profile'. Certain personal information like Learner mobile no. and Email Address are indispensable for Learner learning, and in case Learner have provided incorrect personal information or the information provided by Learner has become outdated, Learner may not receive the necessary information that may be required in turn to receive any or all services from NIIT. In that event, NIIT shall not be liable for the same.
    - Learner access to the Learning Portal will be governed by the terms and conditions which are available on the Learning Portal.

C. Certification Etc.

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- i. Learner shall be eligible to receive the Program certification, if the overall performance in the program is >=60% and all evaluations are completed within specified timelines.
- ii. Learner shall be eligible for getting a Participation certificate if the overall performance in the program is <60% and attendance is >= 80%
- iii. Learner shall receive no certificate if the attendance is <80%
- iv. The Learner must successfully complete overall training by meeting mentioned below criteria to be eligible for certification:
  - (a) Candidate shall be eligible for receiving the Certified advanced Program in Banking & Finance award, if and only if the overall performance in the program is >=60% marks and all evaluations are completed within specified timelines
  - (b) At least 50% marks in each Module Test (within stipulated 3 attempts 1 First attempt + 2 Supplementary attempts). Absence in any of the assessment shall be counted as an attempt.
  - (c) The Learners shall be required to complete different evaluations as per the Learning Plan of the Program. If for any reason the Learner fails to complete the same then in that case the Learner will be provided 'Participation Certificate' only and shall not be entitled to Placement.
  - (d) If the Learner does not complete the evaluations including attending 80% of the live sessions, then no certificate will be issued.
  - (e) A minimum of 60% aggregate in Graduation to be eligible for placement assistance
  - (f) Successfully clearing external certification in Mutual Fund 5A Distributors Module examination conducted by National Institute of Securities Markets (NISM). While NIIT shall train the candidate for the NISM certification exam, registering for the exam and successfully clearing the exam would be Learner's responsibility. He/she need to submit the Certificate as valid proof of completion to NIIT. External examination fee is approximately Rs.1500 (check the latest fee with NISM) has to be borne by the learner.

D. Cancellation of Admission:

- Learner's admission is liable to be cancelled in case of:
- Prolonged absence during the training period without seeking any prior permission / approval from NIIT/SU.
- In the event of
  - Any breach on Learner's part of the terms and conditions mentioned in this letter
  - Any incorrect information furnished by Candidate like:
    - Fake qualification certificates, ID and age proof etc.
    - Suppression of any material information regarding Candidate.
- 3. Terms and Conditions for APBNF for availing Placement Assistance from NIIT
  - A. Learner is bound by the rules, regulations, timings, administrative procedures and discipline requirements of NIIT and must necessarily comply with prescribed guidelines.
  - B. Learner should abide by the academic milestones and all other guidelines governing the execution and completion of this program. He/she hereby undertake to put in his/her best effort towards improving his/her skills and knowledge by

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learning from the course he/she is undergoing and maintain professional behavior at all times.

- C. Learner is expected to co-operate with recruiting organization's selection process. Non- participation or any other act of non-cooperation with the process, including non- participation or not adhering to timelines, shall lead to withdrawal of Placement Assistance facility, at NIIT's sole and absolute discretion.
- D. In case of any issue relating to Learner's course, education delivery, fee and Placement Assistance facility SU need to directly connect with NIIT. Any attempt to bring any outside influence directly/or indirectly upon NIIT to further Learner's interests in respect of matters pertaining to services from NIIT would amount to breach of admission contract & academic norms and would lead to debarring Learner from availing any services from NIIT.
- E. Please note that during the training at NIIT, Learner shall not take part in any demonstration / agitation against NIIT and/or its officials for /or on behalf of any external bodies / political body either as a member or a sympathizer. Any act in contravention of the above, would be treated as prejudicial to the interest and reputation of NIIT and would lead to debarring Learner from availing any services from NIIT.
- F. NIIT expects Learner to notify NIIT immediately with past and current details of any civil or criminal case/s instituted against him/her in any Court of Law or any complaint/ show cause notice/prosecution with/by any Police Station or by any statutory authority, as also Learner shall notify any outcome of such complaint to NIIT in writing. Any act in breach of this term or suppression of fact would entail initiation of appropriate action as deemed fit by NIIT. In case if Learner is convicted of anoffence involving moral turpitude, Learner will forfeit the right to be provided with the Placement Assistance facility, as mentioned herein.
- G. NIIT shall provide Learners with 3 (three) interview opportunities of organizations where the profile or academic scores or stream, matches the criteria as prescribed by the recruiting organization or if the organization has shortlisted the Learner.
- H. NIIT shall be deemed to have discharged its obligations regarding Placement Service towards a Learner once they have received at least 1 offer letter, from a ProspectiveEmployer.
- I. Learner will be eligible for placement services immediately after final semester completion. If Learner doesn't register for placements within 1 month of batch completion, the services will be deemed as discharged.
- J. If the Learner does not accept the openings shared and not participate in the selection process or discontinue from the selection process midway, then such act or omission will be considered as indiscipline and NIIT shall be deemed to have discharged its obligations regarding placement service towards the Learner.
- K. Opportunities will be provided in BFSI sector i.e. Banking (Private), NBFCs, Finance and Insurance companies.
- L. The assignment of work, nature of work, as part of the placement allotted to Learner shall be the sole prerogative of recruiting organization and therefore NIIT shall not be, in any manner, responsible for the same. Work profile shall be any or mix of Sales & Business Development, Customer servicing, Branch operations & compliance with sales shall be an integral part of the profile. Employment joining date shall be decided by recruiting organization, and therefore NIIT cannot be held liable for the same.
- M. Learner shall have to undergo the selection process anywhere in India as required by the recruiting organization at his/her own cost.
- N. Learner can be placed anywhere in India, and should be ready to relocate, if required, at his/her own cost. Request for location change or work profile change shall not be entertained by NIIT. NIIT has no role with respect to internal operations of the recruiting organization.
- Once allotted, Employment offer acceptance cannot be deferred to a later date, Learneris required to proceed for Employment once allotted.

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- P. Recruiting organization reserves the right to defer or withhold or terminate Offer of Employment at any time due to inappropriate behavior of Learner, non-cooperation with specified guidelines, continued non-performance in assignment/training, acts of fraud, embezzlement, or environmental business conditions etc. In such cases, NIIT does not hold any obligation for refund, reallocation Employment offer in future.
- 4. Training of admission team and Admissions assistance:
  - A. NIIT shall provide training of SU's admission team about the Program and their benefits.
  - B. NIIT team will provide assistance to SU's admission team in seminars conducted throughout for the same.
- 5. Payment Schedule for Advanced Program in Banking & Finance (per Learner)

P Sc	ayment hedules	Payment (Per Learner)	Payment Milestone
Ins	stalment 1	20000 + GST	At the time of admission in the Degree Program of SU
Ins	talment 2	50000 +GST	Before commencement of Fifth Semester of the Degree Program of SU

## 6. Other Terms

- A. Minimum Commitment: SU hereby commits that it will order for the Services to at least 30 Learners every year during the Term of this Agreement. Accordingly NIIT shall be entitled to invoice the sums commensurate with the said minimum commitment.
- B. The SU is obliged to make the Payment as per the aforesaid payment milestone.
- C. It shall be construed that SU is well aware of the program fee and the applicable tax tobe payable in favor of 'NIIT Limited' as agreed
- D. NIIT shall raise invoices upon the SU against the respective payment milestones and the SU shall be obliged to make payment within 20 (twenty) days of receipt thereof.
- E. The SU agrees that notwithstanding discontinuation of the Program in whatsoevercircumstances by the Learner, SU shall be liable to pay the Program Fee to NIIT.
- F. In case of refund due to the Learner having failed to clear the assessment as mentioned in clause 2(B)(i)(a), the credit note shall be issued to the SU for adjustment of amount from the next payment.
- G. In case if a Learner does not comply with the Procedure and fails to meet the eligibility criteria of placement then no payment received from SU on account of the said Learner shall be refunded.

## 7. Interpretation:

- A. The capitalized terms used in this Part B of Annexure A shall be read and interpreted limited to the Program offered in this this part only.
- B. The terms and conditions of Part B of Annexure A shall be construed only in the context of the Program offered in this Part and they shall not be interpreted together with Part A of Annexure A in any manner.

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		Authorized Signatory					
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# MEMORANDUM OF UNDERSTANDING



#### Between

# Crowne Plaza an IHG Hotel Today Gurugram

### And

# Vatel Hotel and Tourism Business School, Sushant University (Erstwhile Ansal University)

This MOU is entered at Gurugram, Haryana, on 19/10/2022 between Vatel Hotel and Tourism Business School, Sushant University (Erstwhile Ansal University), 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, Pro Vice-Chancellor & Registrar, Sushant University (Erstwhile Ansal University), (hereinafter referred to as VHTBS (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

Crowne Plaza an IHG Hotel Today Gurugram through its Authorized Signatory, (hereinafter referred to as Crowne Plaza 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.

VHTBS (SU) and Crowne Plaza 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. Crowne Plaza and VHTBS (SU) desire to work together in the development and delivery of the Practical knowledge to bridge the gap between Industry & academia.

WHEREAS, the purpose of this MOU is to formalize the collaboration between Crowne Plaza 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 VHTBS (SU).
- 1.2 To explore internship opportunities for students from VHTBS (SU) in the broad field of Hospitality and related areas.
- 1.3 Support students from VHTBS (SU) through real time training at Crowne Plaza. The same would depend on the basis of their selection during the interview process.





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Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124- 475940000 Therest- 12:04 1163 School W/www.sushantuniversity.edu.in E: info@sushantuniversity.edu/nersity

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- 1.4 To provide career options to students from VHTBS (SU). The same would depend on the basis of their selection during the interview process and vacancy.
- 1.5 To collaborate on all areas that enhance student experience and increase their readiness from an industry perspective including case studies, research, live projects etc.
- 1.6 To identify continuous professional development opportunities for faculty members of VHTBS (SU) from Crowne Plaza at VHTBS (SU) alternatively at Crowne Plaza.

## 2 DELIVERABLES

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

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The Parties will operate in good faith to support the achievement of the objectives of the program.
- 2.5 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.

# **3 CONFIDENTIALITY**

- 3.1. All information disclosed to VHTBS (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 without the prior written consent of Crowne Plaza.
- 3.2. 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.

# 4 TERM & TERMINATION

- 4.1. 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
- 4.2. The agreement may also be terminated with a written one-month notice from either side.
- 4.3. Force majeure clause is attracted, which is section 9 of this MOU
- 4.4. Where either party has been prevented by the order/decree court of law.

### 5 STATUS

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5.1. 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.

## 6 MISCELLANEOUS

- 6.1. This contract shall be governed by and construed according to Indian Law. The courts in Gurugram only will have jurisdiction for any dispute relating to this contract.
- 6.2. 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 are Bound by either of the Parties hereto.

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6.3. This MOU shall bind and ensure the benefit of the Parties, their successors and assigns.

- 6.4. 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.
- 6.5. Execution of this MOU by means of facsimile signature shall be deemed as binding as though same were manually signed.
- 6.6. 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.

## 7 Notice

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

	FIRST PARTY	SECOND PARTY		
Name:	Dr.Saurav Chhabra	Mr.Asad Mirza		
Position:	Associate Dean, VHTBS (SU)	HR Coordinator		
Address:	Golf Course Road, Sector 55,	Sector 29 NH 8,		
	Gurugram	Gurugram		
Telephone:	9999445365	9555788910		
E-mail:	sauravchhabra@sushantuniversity.edu.in	asad.mirza@cpgurgaon.com		

### 8 Revenue

Crowne Plaza and VHTBS (SU) agree that each Party shall bear its own cost relating to the Program and the delivery of the responsibilities identified in this 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.

### 10 Indemnity

- 10.1. The first party hereby agrees jointly and severally to indemnify other party, their representatives, administrators and properties from and against all actions, demands, proceedings, prosecutions, attachments and the like arising out of its liabilities and all charges, taxes, etc.
- 10.2. Similarly, the second party shall be liable to indemnify/compensate the First party in case of any neglect, default, breach, non-performance etc. In connection with the work being carried out in pursuance of the present MOU
- 10.3. The Second Party will fully look after the welfare of the students and bear any damage caused to them in case of any mishap or an accident arising during the discharge of functions and duties within the premises of the hotel.

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Vatel Hotel & Tourism Bublicop School Sush Scanned with CamScanner Sector-55, Gurugram

# **11 Dispute Resolution**

In the event of any dispute 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, 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. 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 Gurugram would have the jurisdiction to entertain the suit.

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

Sushant University (Erstwhile Ansal University), Gurug an UNI INI 20 : Dr. Sanjeev Kumar Sharmass, GUR Name

Designation: Pro Vice-Chancellor & Registrar

Gurugram 19/10/2022

Address : Sector 55, Golf Course Road,

Date

C

Crowne Plaza an IHG Hotel Toda Gurugram URUG : Ms.Vinita Thapa Name Designation : Director HR Address : Sector 29, NH 8, Gurugram Date



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# MEMORANDUM OF UNDERSTANDING



### Between

# Crowne Plaza an IHG Hotel Today Gurugram

### And

# Vatel Hotel and Tourism Business School, Sushant University (Erstwhile Ansal University)

This MOU is entered at Gurugram, Haryana, on 19/10/2022 between Vatel Hotel and Tourism Business School, Sushant University (Erstwhile Ansal University), 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, Pro Vice-Chancellor & Registrar, Sushant University (Erstwhile Ansal University), (hereinafter referred to as VHTBS (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

Crowne Plaza an IHG Hotel Today Gurugram through its Authorized Signatory, (hereinafter referred to as Crowne Plaza 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.

VHTBS (SU) and Crowne Plaza 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. Crowne Plaza and VHTBS (SU) desire to work together in the development and delivery of the Practical knowledge to bridge the gap between Industry & academia.

WHEREAS, the purpose of this MOU is to formalize the collaboration between Crowne Plaza 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 VHTBS (SU).
- 1.2 To explore internship opportunities for students from VHTBS (SU) in the broad field of Hospitality and related areas,
- 1.3 Support students from VHTBS (SU) through *real time training* at Crowne Plaza. The same would depend on the basis of their selection during the interview process.



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Sector 55, Golf Course Road, Gurugram, Harvana 122003, India T: +91-124- 4750400/501 E5x91-124-4116-411 W: www.sushantuniversity.edu.in E: info@sushantuniversity.edu.in atel Hotel Fourism Business School

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- 1.4 To provide career options to students from VHTBS (SU). The same would depend on the basis of their selection during the interview process and vacancy.
- 1.5 To collaborate on all areas that enhance student experience and increase their readiness from an industry perspective including case studies, research, live projects etc.
- 1.6 To identify continuous professional development opportunities for faculty members of VHTBS (SU) from Crowne Plaza at VHTBS (SU) alternatively at Crowne Plaza.

## 2 DELIVERABLES

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

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The Parties will operate in good faith to support the achievement of the objectives of the program.
- 2.5 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.

## 3 CONFIDENTIALITY

- 3.1. All information disclosed to VHTBS (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 without the prior written consent of Crowne Plaza.
- 3.2. 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.

## 4 TERM & TERMINATION

- 4.1. 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
- 4.2. The agreement may also be terminated with a written one-month notice from either side.
- 4.3. Force majeure clause is attracted, which is section 9 of this MOU
- 4.4. Where either party has been prevented by the order/decree court of law.

### 5 STATUS

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5.1. 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.

## 6 MISCELLANEOUS

- 6.1. This contract shall be governed by and construed according to Indian Law. The courts in Gurugram only will have jurisdiction for any dispute relating to this contract.
- 6.2. 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 the state of the Party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the party of the same has been made in writing and the state of the same has been made in writing and the state of the same has been made in writing and the state of the same has been made in writing and the same has been made has been made in writing and the same has been made has been mad

unless and until the same has been made in writing and Plotted by either of the Parties hereto. AIMY CRO 219918 SUS Tourism Business School fant University Kney Sector-55, Gurugram TROT, CUI S Scanned with CamScanner

6.3. This MOU shall bind and ensure the benefit of the Parties, their successors and assigns.

- 6.4. 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.
- 6.5. Execution of this MOU by means of facsimile signature shall be deemed as binding as though same were manually signed.
- 6.6. 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.

## 7 Notice

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

	FIRST PARTY	SECOND PARTY		
Name:	Dr.Saurav Chhabra	Mr.Asad Mirza		
Position:	Associate Dean, VHTBS (SU)	HR Coordinator Sector 29 NH 8,		
Address:	Golf Course Road, Sector 55,			
	Gurugram	Gurugram		
Telephone:	9999445365	9555788910		
E-mail:	sauravchhabra@sushantuniversity.edu.in	asad.mirza@cpgurgaon.com		

### 8 Revenue

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Crowne Plaza and VHTBS (SU) agree that each Party shall bear its own cost relating to the Program and the delivery of the responsibilities identified in this 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.

### **10** Indemnity

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- 10.2. Similarly, the second party shall be liable to indemnify/compensate the First party in case of any neglect, default, breach, non-performance etc. In connection with the work being carried out in pursuance of the present MOU
- 10.3. The Second Party will fully look after the welfare of the students and bear any damage caused to them in case of any mishap or an accident arising during the discharge of functions and duties within the premises of the hotel.

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

Sushant University (Erstwhile Ansal University), Gurug (am UNI) 20 8 : Dr. Sanjeev Kumar Sharmass, GURG Name

Designation: Pro Vice-Chancellor & Registrar

Address : Sector 55, Golf Course Road,

Date

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Crowne Plaza an IHG Hotel Toda Gurugram DURUG : Ms.Vinita Thapa Name Designation : Director HR Address : Sector 29, NH 8, Gurugram Date

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Memorandum of Understanding

# MOU

# **Prepared for**

# SUSHANT UNIVERSITY, INDIA By



Report Version: 2.2 Date: 15/11/2022

# COMMERCIAL-IN-CONFIDENCE



THE MOU

This memorandum of understanding is made on,

By and between

Maitri Global Education (MGE) Via di Villamagna 98 Florence 50126 ,Italy

and

Sushant University Sector 55, Golf Course Road, Gurgaon, Haryana 122003, India

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Page 2 of 4



# AGREEMENT

This is a friendly academic enrichment collaboration agreement for wider global experience for the students at Sushant University. The Sushant University agrees to provide a platform to MGE to interact with Fashion, textile, Design& Business faculty and students in the College for various academic enrichment programs, Master classes, portfolio sections, theme based talks by resource persons, foreign fashion faculties, higher education and career guidance that Maitri Global proposes after the approval from the concerned authorities from Sushant university

Maitri Global Education agrees to offer the following services in exchange:

- 1. An opening to make use of the resources and the Italian Top Design institutions MGE is working with
- 2. MGE can give a guidance to the students about future careers, job profiles, higher education abroad and on what grounds the TOP design institutions differ from each other
- MGE will bring to the attention of students and faculty the scholarship openings for higher education and its deadlines
- 4. MGE can organize industry experience (internship) for the students in Italy
- 5. If requested, MGE can organize occasional workshops or seminars by different designers or resource persons from various institutions. MGE can organize Design tours in Italy for the students
- 6. Master talks by renowned industry persons
- 7. MGE is able to evaluate and work out any programs suggested from the Indian College with the Italian colleges MGE works with.
- 8. Explore the exchange study possibilities for students and faculties
- 9. MGE can be a bridge in building international educational collaborations with European institutions.

# VALIDITY OF THE MOU

The MOU will remain in effect for three years from the date of signing the MOU by both the parties. The MOU will be automatically renewed on the

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Page 3 of 4



expiry date unless any of the parties decide and notify the counterpart on its decision to exit from the existing contract. This can be done any time of the year either through email or written communication.



SITY

Mr. Abraham Choorickapra Mani (President)

Maitri Global Education, Florence, Italy

Signature Dr. Sanjeev Kumar Sharma Registrar Sushant University Sector 55, Golf Course Road, Gurgaon, Haryana 122003 India





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Page 4 of 4

# 11

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# AGREEMENT

between

# NATIONAL INSTITUTE OF URBAN AFFAIRS (NIUA)



and

# SUSHANT SCHOOL OF ART AND ARCHITECTURE



# for

SPONSORED THESIS PROJECT COMPETITION on "RE-IMAGINING URBAN RIVERS" This Agreement entered into on the 14<sup>th</sup> day of December 2020 between the National Institute of Urban Affairs, Delhi, an autonomous institution under the Ministry of Housing and Urban Affairs (MoHUA), having its office at Core 4B, India Habitat Centre, Lodhi Road, Delhi, India (hereafter referred to as NIUA) of the one part

And

Sushant School of Art and Architecture having its office at Golf Course Road, Sector 55, Gurugram, Haryana 122003 (hereafter referred to as SSAA) of the other part.

NIUA, established in 1976, is a premier institute for research, capacity building and dissemination of knowledge for the urban sector in India. It conducts research on urbanization, urban policy and planning, municipal finance and governance, land economics, transit-oriented development, urban livelihoods, environment & climate change and smart cities. NIUA was set up to bridge the gap between research and practice, and to provide critical and objective analyses of trends and prospects for urban development in India

# 1. Purpose

In September 2020, NIUA and the National Mission for Clean Ganga (NMCG) launched a sponsored thesis project competition on "Re-imagining Urban Rivers" for postgraduate students of architecture and planning disciplines. The third season of the same is being conducted in 2022-23. The competition aimed to tap into the intellect and creativity of students to arrive at innovative solutions for re-imagining the outlook and management of rivers that flow through cities.

Debjyoti Saha, a student of SSAA has been selected for sponsorship based on the results of the competition. The purpose of this agreement is to formalize the engagement between NIUA and SSAA for the sponsorship formalities.

# 2. Conditions of the Agreement

- 2.1 NIUA shall provide an all-inclusive financial grant of Rs. 50,000/- (Rupees Fifty Thousand only) to Mr./Ms. Debjyoti Saha (hereinafter referred to as the "Sponsored Student") for carrying out his/her academic thesis project entitled "Reimagining the river front as a socio-economic interface a case of Kakdwip".
- 2.2 The Sponsored Student is enrolled under Masters in Urban Design at SSAA University with his/her thesis scheduled to start in January 2023.



- 2.3 The financial grant shall be transferred to SSAA in full, within three weeks of receiving the signed agreement. It shall be SSAA's responsibility to disburse the grant to the Sponsored Student, in accordance to its official procedures.
- 2.4 The Sponsored Student shall carry out his/her thesis under the supervision of Nidhi Dandona, Professor and Programme Head, Urban Design and Dr. Suruchi Modi, Senior Professor, Urban Design (referred to as the "Supervisor/s" hereafter) who will guide the student in producing timely and good quality outputs, while complying to the activity schedule proposed by the Sponsored Student.
- 2.5 NIUA shall organize online and in-person meetings and write-shops with the Sponsored Student and his/her Supervisors/HoDs (whenever required) to understand the progress and ensure that all parties are in agreement with the direction of the thesis.
- 2.5.1 There would be several events to be organized in the duration of this competition, involving engagement of the sponsored student. This agreement necessitates presence of the sponsored student in all such events.
- 2.6 While it is understood that there will some deviations in the research approach and design as the Sponsored Student proceeds with his/her work, it is important for the Supervisor to ensure that the overall theme of the research does not change. Similarly, the study area must be confined to any of the River Basin in Indian city/cities.
- 2.7 If agreeable to SSAA, a senior member from NIUA/NMCG may serve as an external expert on the Sponsored Student's thesis committee to provide technical inputs, and facilitate data collection and local interactions (wherever possible).
- 2.8 If deemed suitable by NIUA, it will organize a meeting for the Sponsored Student to present the thesis project to the Commissioner/Administrative Head of the thesis study area, with a view to implement the project idea on the ground. All expenses for this meeting will be borne by NIUA.

# 3. Key Deliverables and Timelines

- 3.1 The Sponsored Student shall attend all online or offline discussions/ workshops organized by NIUA from time-to-time, in order to facilitate the thesis project work being undertaken by the student. In case of offline events, the costs of the participation will be borne by NIUA. All travel arrangements will be made abiding by the Covid travel regulations.
- 3.2 The Sponsored Student will be invited to make his/her final presentation to a panel of judges in July 2023. Costs of the participation will be borne by NIUA. The top three presentations will be recognized and awarded. Certificates of merit will be issued.

- 3.3 Upon successful completion of the thesis project, the Sponsored Student shall submit a copy of the thesis to NIUA, duly acknowledging the financial assistance provided by NIUA and NMCG. If required, the Sponsored Student may be requested to submit high resolution graphics, infographics, images or any other material used or acquired while undertaking the thesis.
- 3.4 The completion date of the thesis shall be in accordance to SSAA's academic calendar, to ensure that the Sponsored Student can participate in the final presentation to the panel of judges in June 2023. If for some reason, the Sponsored Student and his/her Supervisor wish to extend the completion date, this must be communicated to NIUA well in advance.

# Publications and Patents

- 4.1 The copyright for the work done under this shall remain equally with the NIUA, NMCG and SSAA. All publications arising from this research project will be co-authored by the concerned members of the three organizations.
- 4.2 The Supervisor shall undertake all measures to ensure that the final project does not infringe any Copy Rights and/or Performing Rights held by any other person, party or agency.
- 4.3 NIUA reserves the right to use the outputs of the thesis project for dissemination and publicity ensuring proper acknowledgement to the Sponsored Student, Supervisor and SSAA
- 4.4 A joint paper based on the thesis project shall be developed by the Sponsored Student, Supervisor, and NIUA to be published in a special issue publication of a reputed journal.

# 5 Duration, termination and amendment

- 5.1 This agreement will be effective from the date of signing by both parties up to the time the Sponsored student submits a copy of his/her final thesis to NIUA.
- 5.2 The provisions of this Agreement may be amended at any time with the mutual consent of NIUA and SSAA in writing.
- 5.3 The amendment, termination and expiration of this Agreement will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between NIUA and SSAA.
- 5.4 Controversies and claims arising out of or related to this agreement or the breach thereof shall be settled by an appropriate Indian court of Law. However, before undertaking any legal steps, NIUA and SSAA agree to mobilize all efforts and discussions in order to find an acceptable settlement of such a dispute by direct negotiation.

#### 6 **Special provisions**

- NIUA and SSAA will consult with and take approval to use each other's names and logos 6.1 for the activities under this agreement, and dissemination of outcomes, on a case-by-case
- 6.2 If the performance of this Contract is delayed, hindered or prevented or is otherwise affected by reason of Force Majeure events, then the party so affected will promptly notify the other in writing.

#### 7 **Institute Account Details**

Account Holder/Institute Name: UNIVERSITY SUSHANT

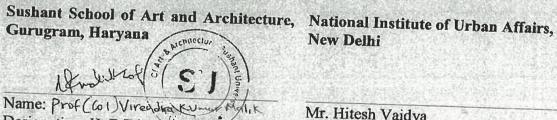
Account Number: 00029460000063

IFSC Code: YESB000002

PAN: AAATCO747N

Declaration

Signed for and on behalf of:



Designation: HoD/Director/Dean-

Date: 19 Decdoll

New Delhi

Mr. Hitesh Vaidya Director

Date:

# Memorandum of Understanding

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Exchange of Students / Faculty for Knowledge gaining sessions through Conferences / Seminar, Workshops and Students work Exhibition

Between

PIMPRI CHINCHWAD EDUCATION TRUST'S

# S. B. Patil College of Architecture and Design



COA-MH 74

# And

# **School of Art & Architecture**

Sushant University

COA-HR01

ACADEMIC YEAR-2022-23

This Memorandum of Understanding (MoU) is effective as of 1<sup>st</sup> January 2023 – 31<sup>st</sup> December 2025 to establish an affiliation by and between

S B Patil College of Architecture and Design hereinafter referred to as "SBPCOAD", having its registered office located Near Akurdi Railway Station, Sector No. 26, Pradhikaran, Nigdi, and Pune 411044.

And

School of Art & Architecture, Sushant University hereinafter referred to as "SAA, SU", having its registered office located at Sushant University, Golf Course Road, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003.

The aforesaid institutions are hereinafter referred to individually as institute and collectively as institutes.

Preamble

WHEREAS, SBPCOAD and SAA, SU have many areas of common interest in Architectural activities, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research.

OW THEREFORE, SBPCOAD and SAA, SU have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the Cooperation of the two institutions set out in the following sections.

## ARTICLE 1. OBJECTIVE

Both Institutes agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

The two institutions shall seek to promote:

A Faculty Exchanges

(i) The exchange of faculty to the mutual benefit of both institutions,

(iii) Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest, (iii) The exchange of publications.

(iv) Conducting lectures,

(v)Attachment of faculty for purposes of curriculum development and review, attendance of courses, upgrading teaching and research skills,

(vi) Participating in conferences / seminars, symposiums, and other types of academic discussions,

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the institutes. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

# B. Student Exchange

SBPCOAD and SAA, SU agrees that student exchange will be guided by principles listed below A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a predetermined program of study or activity.

a) Exchange students will be selected by mutual agreement between the home institution and the host institution.

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b) An exchange student will continue to be treated as full-time student at his/her home institution.

c) An exchange student will be considered as full-time "exchange" student at the host institution.

d) His/her program of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.

# e. Other Areas:

(i) To exchange information on educational programs,

(ii) To exchange information on teaching, learning material and other literature relevant to their educational and programs,

(iii) To jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,

(iv) To organize jointly conferences / seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,

(v) To propose and engage jointly in training programs. Sponsored by funding agencies, and to invite each other's faculty to participate therein,

vi) The provision of cultural and intellectual enrichment opportunities for faculty and students of both institutes,

(vii) To use labs, material museum facilities in specific cases for a limited period,

(viii) To permit students, and faculty members to use library facility.

SBPCOAD and SAA, SU agree that detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two institutions.

# ARTICLE 2 COORDINATION

Each institution shall appoint one member of its teaching faculty to coordinate the program on its behalf. Further, a coordination committee consisting of a program coordinator from the side of SBPCOAD and a program coordinator from the side of SAA, SU will periodically review and identify ways to strengthen cooperation between the two institutions.

ARTICLE 3 CONFIDENTIAL INFORMATION

SBPCOAD and SAA, SU do not absolve any confidential information during the exchange activity

# ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

Whership of any intellectual property (including but not limited to confidential information, know-how, atents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum.

Both institutes shall have the joint right to determine the commercial exploitation, and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld.

SBPCOAD and SAA, SU shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, and publication purposes without the payment of royalties or other fees to the other party.

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# ARTICLE 5. VALIDITY

The Memorandum shall remain in force for a period of THREE years commencing from Effective date. Institutions may extend the term by written agreement signed by both after review.

# ARTICLE 6. TERMINATION

Either institution may terminate the MoU by giving written notice of two months in advance to the other institution. Once terminated, neither SBPCOAD nor SAA, SU will be responsible for any losses, financial or otherwise, which the other institutions may suffer.

However, SBPCOAD and SAA, SU will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

ARTICLE 7: AMENDMENTS/MODIFICATIONS

This MoU may be amended or modified by a written agreement signed by the representatives of both institutes. ARTICLE 8: LEGAL FIFFCT

" "thing in this Memorandum shall be construed as creating any legal relationship between the institutes. This demorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

# ARTICLE 9 DISPUTE RESOLUTION

In case, there is a dispute relating to any aspect of academic cooperation, Director, SBPCOAD and SAA, SU will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. SBPCOAD and SAA, SU welcome the establishment of this Memorandum for cooperation and Jointly agree to the provisions as set out above.

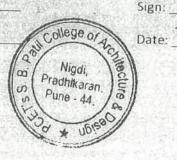
IN WITNESS WHEREOF, the undersigned, the Authorized Representatives, have signed this MoU on the day of Feb. 2023, in two originals in the English language, both equally authentic and it will take effect from the date of signature.

## Registrar

Sanjeev Kumar Sharma chool of Art & Architecture, Sushant University

Sign:

Date:



Principal Dr. Mahendra Sonawane S.B Patil College of Architecture & Design

Δ

The authenticity of this document can be v	For RVN BENDWOLDRIDATE LIMITED	Phone : 80*****91 Purpose : Agreement to be submitted at Concerned office	age : Gurugram	H.No/Floor: 00 Sector/Ward: 55	Name 🐑 Sushant university		GRN No. 104558919	Certificate No. G0302023F689	Bond
The authenticity of this document can be veftifed by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in	LIMITED	at Concerned office	District : Gurugram State : Haryana	ard: 55 Landmark: 00		Beponent			Indian-Non Judicial Stamp Haryana Government
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This Memorandum of Understanding (hereinafter referred to as "MOU") is made by and entered into between Navjyoti India Foundation, registered under the Societies Registration Act, 1860, having its registered office at Khasra No.99, Majri Karala, Main Kanjhawala Road, Near Sector-22, Rohini, Delhi-110081, India and project office at Naya Gaon, Sohna Block, near Bhondsi Jail, Gurugram (herein after referred as "NIF").

Memorandum of Understanding

### And

School of Design, Sushant University (hereinafter referred to as "SoDSU"), a reputed educational institute established under Haryana Private Universities Act, 2006 and located at Sector 55, Golf Course Road, Gurugram, Haryana, India

# WHEREAS:

- 1. The University has a fully equipped School of Design (SoD) that provides courses of UG, PG and other programs to enable discovery, skill building, conceptual frameworks and a responsible outlook to design amongst the students while acquiring exposure to contemporary practices and technologies to build their skills.
- NIF is a not-for-profit organization, and working to promote self-reliance through various interventions such as child education, skills building, gender, and water projects ensuring sustainable lifestyles and overall community development.
- NIF is running a project "Catch the Rain where it falls" to develop Rainwater Harvesting (RWH) structures across 40 police stations in the district of Gurugram.
- 4. NIF as part of its project desires to design informational/description board and develop awareness tools and materials.
- 5. SoDSU has agreed to support the Project as part of its community project for its students and advise on the designing aspects of the project and develop awareness tools and materials as mentioned above.
- 6. The operational details of various activities can be mutually worked on by both the parties.
- Based on the aforementioned understanding NIF and SoDSU shall execute this MoU on below mentioned terms and conditions.

NOW, THEREFORE THIS MOU WITNESSTH AND IT IS MUTUALLY AGREED AS UNDER:











# 1. Purpose:

This MoU sets forth the present intention of NIF and SoDSU to recognize one another as collaborating institutions on the project "Catch the Rain where it falls" for the purpose defined above.

## 2. Term:

This MoU shall be effective for a period of 1 year commencing from January 19, 2023 till January 18, 2024. This MoU may be renewed on mutually agreed terms and conditions between the Parties.

# 3. Roles and Responsibilities of School of Design, Sushant University

- 3.1 Design creative material
  - 3.1.1 Design creative informational/description board to enhance the visibility of the project and all its stakeholders
  - 3.1.2 Design and develop sensitization and awareness tools on rainwater harvesting structures for its target audience such as police officials, RWAs and the community using design thinking approach
  - 3.1.3 Deliver the above as per the timelines mutually set by both the Parties

# 4. Roles and Responsibilities of Navjyoti India Foundation

4.1 Inputs, Logistic and material support

- 4.1.1 Provide briefing, design inputs and guidance as required during the project for its stakeholders
- 4.1.2 Provide material support for description boards, printing of communication material such as posters, display materials etc.
- 4.2 Certificate and recognition
  - 4.2.1 Provide certificate to the students for their contribution in the project

## 5. Financial

- 5.1 As part of this MOU, both parties understand that there is no financial implication on either party.
- 5.2 For any specific project to be jointly taken up by either or both parties, a separate letter of agreement with clear scope of work, responsibilities and financial obligation shall be signed by both parties.

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## 6.Branding and Visibility

- 6.1 Both parties shall acknowledge the contribution and display the project on each other's websites/social media platforms as partnership project or as mutually decided
- 6.2 Both parties may use their logos in their branding strategies with due consent of each other in written

## 7. Termination:

- 7.1 Either Party by giving one month's notice in writing to the Other Party may terminate this Agreement before its expiry.
- 7.2 Both Parties shall also have the right to terminate the agreement without prior notice if
  - 7.2.1 there occurs a breach of any terms of this Agreement which remains uncured for a period of fifteen (15) days after being notified in writing to the other Party;
  - 7.2.2 Either Party commits any act or omission which harms the reputation of the other party
  - 7.2.3 Either party acts in a manner prejudicial to the interest of the other party.
- 7.3 Post termination or expiry, either Party shall not directly or indirectly identify itself in any manner as a party involved in business with the other Party. In particular, but without prejudice to the foregoing generality, neither Party shall use any of other Party's Trade Marks, Trade Names, Signs, Symbols, Designs, Devices, Insignia, copyrighted material or other distinctive materials, or any deceptively and confusingly similar Trademarks, Trade Names, Signs, Symbols, Devices, Insignia or other distinctive materials.

## 8. Confidentiality

Each Party agrees that during and after the term, it shall not use, disclose, reproduce, distribute, reverse engineer, or otherwise misappropriate any Confidential Information and shall take appropriate measures to prevent causing, any Confidential Information to lose its character as Confidential Information.

Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure and use of the Confidential Information and shall take at least those measures that Receiving Party takes to protect its own Confidential Information and shall ensure that its or its affiliates' employees, directors, contractors, advisors, associates who need to have access to Confidential Information sign or have signed MoU in content substantially similar to the provisions hereof, priot to any disclosure of Confidential Information to such personnel. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The

Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.

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SoDSU acknowledges that the copyright material, any idea created, designs etc. during the course of this project and association with NIF and later as well, belongs to and vests in the NIF and the same will be the property of the NIF.

## 9. Intellectual Property:

All designs, lay out plans, reports, charts, drawings, databases, softwares, models, communication material, awareness materials, slides, graphs, notes, specifications, processes, tools, methodologies, information booklets, training modules, trademarks, trade names, work of authorship, confidential information, etc developed during the project under "Catch the Rain where it falls" and for the project remain the exclusive property of NIF. However, NIF will give due credits to SoDSU, faculty and students for their contributions.

## 10.Indemnity

In case of any mishap or incident arising as a result of any misconduct, negligence, or any other act of whatsoever nature or omission by each party, or any act associated with any claim and/or third-party claim, relating to or arising out of the failure of the respective party to perform its obligations under this contract, fraud, negligence, misconduct or breach of applicable Law. Each party shall be responsible for the same and shall indemnify and hold each other harmless (including their donors, respective officers, directors, shareholders, employees, sub-contractors and agents, associates), for any loss, damage, or claims arising out of the same (including legal costs and expenses).

### 11.Variations

Except as expressly provided for in this MoU, no variation or amendment of this MoU shall be effective unless it is in writing and signed by a duly authorized representative of each Party.

### 12.Governing Law

This MOU shall be governed by the Laws of India. Any or all disputes arising out of this MoU shall be subject to the exclusive jurisdiction of the court of New Delhi.

## 13. Dispute Resolution

In the event that any dispute arises between the Parties in connection with this MoU, the construction of any provision of this MoU or the rights, duties or liabilities of the Parties hereto under this MOU, the Parties shall conduct negotiations in good faith to solve such dispute. If mutual resolution cannot be reached within sixty (60) days after the commencement of such negotiations, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi. Any award made in such arbitration will be final and binding on the Parties.

## 14.Code of Practice

It is expected that all the activities of both the parties to be conducted lawfully and consistent with the highest ethical standards, with each of its representatives and partners acting with personal integrity.





## Society

Both the parties aim to conduct activities in a socially responsible manner with due regard for the beneficiaries needs and preferences and observing the laws of the country.

# Personal Conduct

Both the parties are committed to integrity and ethical conduct. Paramount to its commitment is continued validation and support of the highest ethical standards of equity, fairness, and confidentiality. It is expected to exhibit honesty, openness and courtesy from all representatives and partners in their dealing.

Both the parties confirm that they will conduct and will, in future, conduct its activities and dealings in accordance with this MoU and Anti-Corruption Laws i.e. Prevention of Corruption Act, 1988 in force in India or any amendment or replacement thereof and as amended from time to time and any other applicable law in India or any other Country that may be applicable.

## Inclusion and Diversity

The parties respect differences and embrace diversity. Inclusion is fostered in the organizational practices in order to welcome new ideas and creativity that benefit our people and the communities in which they work.

### Accountability

Both the parties are committed to provide quality services, while protecting its beneficiaries and stakeholders through strong governance practices.

# **15.MISCELLANEOUS / GENERAL CONDITIONS**

- a. Interpretation: The recitals are incorporated in and made a part of this MOU. Titles of Articles, Sections, Clauses and paragraphs are used for convenience only and are not a part of the Text. All terms used in any one gender shall be construed to include any other gender as the context may require. The singular shall be deemed to include the plural and the plural shall be deemed to refer to the singular as the context may require.
- b. Entire MOU: This MOU constitutes the entire MOU between the parties and shall prevail over any other MOU relating to the subject matter hereof. Both Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Party except as herein contained.
- c. Compliance with Laws: Each Party shall be liable for compliance with all applicable statute, legislation, rules, regulations etc in the territory, while working in terms of this MOU and shall ensure that no non-compliance is committed. Neither Party shall be held liable for the breach of laws and non-compliances by the other Party.



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- d. Waiver: The failure of either Party to exercise any right, power or option given to it hereunder, or to insist upon strict compliance with the terms hereof by the other Party shall not constitute a waiver of the terms and conditions of this MOU with respect to any other or subsequent breach thereof, nor a waiver by the other Party of its rights at any time thereafter to require strict compliance with all the terms thereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.
- e.Severability: In the event that any provision of this MOU, or any portion thereof, shall be held invalid, illegal or unenforceable under Applicable Law, such defect shall not vitiate the other provisions of the MOU and the remainder of the MOU shall continue to be legal, valid, effectual and binding on both the Parties hereto.
- f. Notices: Any notice to be given hereunder shall be in writing and shall be deemed to have been duly served if sent by prepaid recorded delivery post addressed to the party to be served at its above written registered address.
- g. Employees: The core staff / team employed by either of the Parties shall remain at all times their employee's/team members, during the execution of this MOU. Alongside, these employee's/team members will be expected to conform to the code of conduct and standards set out in their organization manuals, and the Parties will, in parallel, adhere to the statutory laws of the land. All obligations arising out of Labour Legislations in respect of the employees of either Party shall be complied with by concerned Party and shall exclusively be the responsibility of such Party.
- h. No Agency: That either Party shall not be nor shall be deemed to be an agent, legal representative, subsidiary, joint venture or employee of the other Party as a result of this MOU. Both Parties shall make every effort to ensure that no impression is created to anyone of the existence of any such relationship with the other Party with the public at large.
- Non-Solicitation: Team member or intern or employee or experts or students or any associate from SoDSU shall not solicit any beneficiary or trainee or participant of the Navjyoti India Foundation during the period of this MOU or expiry or termination thereof:

## 16.Force Majeure

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If the performance of this MOU or of any obligation of either party is prevented, restricted or interfered with by reason of fire, explosion, strike, casually or accident, epidemic, cyclone, earthquake, flood or war, revolution, or requirement of any government or any subdivision, authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of any or both of the parties hereto; the party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

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IN WITNESS WHEREOF the Parties hereto have set their respective hands on the day, month and year first herein above written.

Signed and Delivered for and on behalf Signed and Delivered for and on behalf of of Sushant University Navjyoti India Foundation Iml Chandre By: By: Name: Prof. (Dr.) Sanjeev Kumar Sharma Name: Chandni Bedi Title: Registrar Title: Director, Rural Management and Sushant University Training Institute, Navjyoti India Foundation Date: Date:







# **Memorandum of Understanding**

# Between

# School of Art & Architecture (Sushant University), Gurugram, India

and

# Department of Civil and Environmental Engineering, (North South University) Dhaka, Bangladesh

# About School of Art & Architecture, Sushant University -

Sushant University was established in 2012 under the Haryana Private Universities Act 2006. Located in the heart of Gurugram, India's largest hub of National and Fortune 500 companies. They have eight schools offering programmes in Architecture, Design, Law, Management, Hospitality, Engineering, Health Sciences and Planning & Development.

Sushant University has been awarded the National Education Excellence award "Best Private University in Northern India 2017" along with "CSR Excellence in Education" award for 2 consecutive years i.e. 2017 and 2018. Sushant School of Art and Architecture at Sushant University is the flagship school which started in 1989 and has been consistently ranked No. 1 Private Architecture School in India by Outlook Magazine.

Sushant University have the 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.

The various schools under the University have carved a niche by offering contemporary programmes with renowned faculty acclaimed nationally and internationally, state-of-the-art. Infrastructure and facilities to promote academic excellence. The University has collaborated with some of the finest Universities and Institutions in the UK like the University of Warwick, Art University of Bournemouth, University of West England and Vatel Infrastructure in the areas of Curriculum Development, Student and Faculty







Exchanges, Joint PhD supervisions, joint research Conferences, seminars and study semesters abroad.

# About North South University, Dhaka, Bangladesh -

North South University (NSU), the first private university in Bangladesh, was established in 1992 by the then Foundation for Promotion of Education and Research (FPER), a charitable, nonprofit, non-commercial and non-political organization. The FPER later was renamed as the NSU Foundation and is presently called The North South Foundation for Education and Research. The Foundation is comprised of a group of eminent industrialists, prominent patrons of education, notable philanthropists, widely experienced academics and senior civil servants of the country. In the early 1990s, they had a dream to set up a world-class university as a center of excellence in higher education in the private sector. Their dedication, tireless efforts, and hard work paved the way for the approval of the establishment of NSU.

Since, at that time, there was no relevant law in the country to set up and operate a university in the private sector, they took the entire burden on themselves and extended their best efforts in assisting the then government in formulating the relevant law and enacting it. Subsequently, the government, pursuant to the newly enacted law the Private University Act (PUA)-1992 (now repealed by PUA-2010), approved the establishment of NSU. The University was formally inaugurated on 10 February 1993 and started its journey in a very modest way. Later, in 2012, the NSU Foundation, in the light of the PUA 2010 and as instructed by the Ministry of Education and the University Grants Commission, formed the NSU Trust with the same group of people as the Foundation and vested the entire management and administration of NSU in its Board of Trustees (BOT). The Honourable President of the People's Republic of Bangladesh is the Chancellor of NSU.

In general, NSU is modeled on US universities and follows their academic features such as semester systems, credit hours, letter grades, etc. When first introduced, its curricula of undergraduate programs such as Economics, Business, and Computer Science were largely modeled on the curricula of the University of Illinois at Urbana-Champaign and were duly approved by the University Grants Commission (UGC) of Bangladesh, the highest accrediting authority of higher education of the country. NSU has an International Advisory Board, comprised of scholars from all over the world, to counsel and to suggest improvements on academic matters of the university. The university is delivering a substantial general education curriculum, has a strategic plan, and has initiated and implemented student instructional learning assessment for degree programs and courses and is in the process of developing the infrastructure Schains for evaluation of institutional effectiveness for its institutional accreditation.

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# MOU entered into by and between

# School of Art and Architecture, Sushant University, Gurugram

### (the "FIRST PARTY")

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

AND

# Department of Civil and Environmental Engineering, North South University, Dhaka, Bangladesh

(the "SECOND PARTY" or "North South University" or "Other Party") Herein represented by Mr. Professor Atiqul Islam in his capacity as the Vice Chancellor, North South University, Bangladesh

This Memorandum of Understanding is made on this day, the 10.02.2023 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 Bashundhara, Dhaka-1229 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".

The parties enter into this Memorandum of Understanding (MoU) with the following objectives:

1. To promote communication and faculty exchange between the organizations and their respective members through announcements in journals, websites and other communication modes with mutual consent of the parties.

2. To promote student exchange and semester exchange as this may expand students' horizon into new areas and new exposure key for overall architect personality development.

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3. To partner in joint consulting projects for industry with association of both the parties and develop this for the benefit and development of faculty

4. To jointly conduct the Conclave for industry professionals and encourage participation at official meetings through formal participation by the other organization as often as possible. Members of one organization can attend conferences and general meetings of each other organizations with mutual consent before taking prior permission.

5. To promote the knowledge of standard development activities in India and abroad as applicable.

6. To promote the co-operation between School of Art & Architecture, Sushant University, Gurugram, India technical committees and Department of Civil and Environmental Engineering, North South University, Dhaka, Bangladesh standing committees and Task Forces.

7. To jointly organize training and educational seminars and other educational activities when appropriate.

8. To mobilise participation of students and members in each other's programs.

.9. To jointly supervise of PhD/MS/Honours research students as per the applicable rules of the governing bodies of both the parties.

10. To cooperate in the development and participation in conferences and exhibitions globally which may be mutually beneficial and which strengthen the bonds of national and international cooperation between both the parties to this MOU.

11. Both the parties would be interacting on regular basis and shall aim to exchange at least one technical article every year in each other's journal.

Term of the Agreement

This agreement shall become effective from the date when the representatives of both the parties shall sign below and shall remain effective for five years from the date of signing of this MOU. The agreement may be automatically renewed at the end of the five-year term with the mutual consent of both the parties.







# **Revision and Termination of the Agreement**

Both institutions shall send written notice and consult with each other at least three months prior to revision or termination of the agreement.

**Sushant** 

Once terminated, neither School of Art & Architecture, Sushant University nor and Department of Civil and Environmental Engineering, North South University, Dhaka, Bangladesh will be responsible for any losses, financial or otherwise which the other party may suffer. However, School of Art & Architecture, Sushant university and Department of Civil and Environmental Engineering, North South University, Dhaka, Bangladesh will ensure all activities in progress are allowed and be completed successfully.

This MoU is signed subject to the approval of the representative academic/ administrative bodies.

### **Confidentiality:**

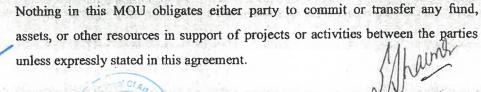
Both the parties hereby undertake to maintain the confidential information in strict confidence and save as provided herein, not to divulge any of the confidential information to third party and in addition not to communicate, indicate or suggest to any party not in the existence of negotiation under this MoU.

# **Future Cooperation:**

The present MoU describes the general conditions and arrangements for future cooperation between the parties. The details of effective implementation of this MoU including consideration shall be jointly worked on mutually acceptable terms and conditions.

# **General Terms:**

 This MoU is not intended to, and does not create any right, benefit or trust responsibility substantive or procedural, enforceable at law or equity, by either party, its officers, employees or agents against the other party, its officers, employees or agents.



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 Both parties take responsibility of monitoring and ensuring follow-ups. All decisions will be taken after joint discussion with mutual consent of both the parties.

Should any questions on any part of this agreement arise, both institutions must consult with one another to find a solution.

Professor Atiqul Islam Vice Chancellor North South University Bangladesh



Date 23 Marril 2023

Points of Contact:

N.R. Khandak

Dr. Nadim Reza Khandaker

Professor

Department of Civil and Environmental Engineering, North South University, Bangladesh

Thains

Dr Sanjeev Sharma, Registrar Sushant University India

DA SS, GURG \* SU \*1119

Date 10-02-2023

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Dr. Navin Piplani Director Creative cluster, Sushant University, India







# AGREEMENT

This agreement is made at New Delhi on **February 13**, 2023 between **Navjyoti India Foundation**, a society registered under Societies Registration Act of 1860 having its registered office at Khasra No. 99, Village Majri Karala, Kanjhawala Road, Near Sector-22 Rohini, Delhi-110081, India hereinafter referred to as "First Party".

# And

School of Design, under Creative Cluster at the Sushant University office at Sector – 55, Golf Course Road, Gurugram, Haryana hereinafter referred to as "Second Party".

This agreement shall remain in force for the period from January 19, 2023 to March 31, 2024 for Consultancy Services for Layout and Drawings under the project "Catch The Rain Where It Falls" of 40 Police Stations in District Gurugram. Complete address of all the sites shall be communicated to you separately.

# 1. Deliverables:

Layout Designs of 40 Police Stations in both the formats i.e. Hard Copy (A2/A3 size) and Soft Copy using AutoCAD.

\*A sample Design shall be approved by Navjyoti India Foundation based on which the Standard Designs will be made.

# 2. Consultancy Fee/Terms and Conditions:

You shall be paid Rs. 50,000/- (Rupees Fifty Thousand Only) as Consultancy Fee subject to deduction of TDS as per applicable IT Rules.

Consultancy fee shall be released after submission of all the deliverables.

# 3. Information Disclosure:

The NIF understand that prior to the execution of this agreement, the Sushant University has submitted true and correct copies of the documents and/or information specified by Navjyoti India Foundation.

# 4. Copyright Material:

Sushant University acknowledge that the copyright material, any patentable idea created, supplier's data, donors, beneficiary's data, designs etc. during the course of your association with organization and later as well, belongs to and vests in the Organization and the same will be the property of the organization.







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# 5. Confidentiality:

- 5.1 "Confidential Information" means and includes: (i) the database of prospects, customers, associates and employees of the Parties, the details, particulars or information pertaining thereto received by the Recipient during the course of its activities under this Agreement; (ii) any and all information relating to the business of Parties, associates, affiliates, which is obtained or received directly or indirectly, whether orally or in writing by the Recipient, from the Company or through any other person, pursuant to its functions under this Agreement.
- 5.2 The Parties shall hold in strictest confidence the Confidential Information. The Recipient further agrees and acknowledges that the Confidential Information belongs to and is the sole property of the First Party and the Recipient shall not disclose or cause to be disclosed (whether directly or indirectly) any Confidential Information to any person. The Recipient acknowledges that any disclosure or dissemination of such Confidential Information to any person will cause the Company grave prejudice and harm to the Company.
- 5.3 The Parties agree that the Recipient and its employees, representatives or personnel who come under the preview of this Agreement will not identify, disclose, release, or discuss the content of the same with any person.
- 5.4 The Parties shall forthwith return all Confidential Information to the Company upon the termination or expiration or sooner determination of this Agreement and shall destroy any such Confidential Information as may be contained in its records or books or systems.
- 5.5 The Recipient confirms and agrees that it will procure, each of such employees, representative or other any persons engaged by the Recipient in relation to or pursuant to this Agreement in providing the Services, to execute appropriate documents securing confidentiality of such Confidential Information, as they apply to the Parties herein.

5.6 The provisions of this clause 5 shall survive expiration or termination of this Agreement.

# 6. Dispute Resolution:

In the event of any dispute or controversy arising out of relative to this Agreement, the Parties (Navjyoti India Foundation & School of Design, Sushant University) agree to exercise their best efforts to amicably resolve the same. The Agreement shall be subject to jurisdiction of the courts at Gurgaon.

# 7. Anti-Bribery Policy:

Anti-Bribery Policy ("Policy") is that no Navjyoti India Foundation's associate will, directly or indirectly, offer, pay, promise to pay, authorize the payment of, receive or accept, any improper payment or anything of value to or from anyone, anywhere in the world, in order to obtain or retain business or to secure any improper advantage. We will give up any business opportunity that can be won only by giving an improper or illegal payment, bribe, gift, rebate, kickback, or similar inducement.

"Improper payments" or "things of value" may include, but are not limited to, any of the following or any other person in order to obtain or retain business or to secure any improper advantage: Cash or cash equivalents (like gift cards or gift certificates) • Gifts or other tangible items • Commission Rebates and special discounts · Kickbacks · Consulting or other service

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fees • Special discounts • Certain entertainment • Travel expenses • Facilitating payments • Employment or internships • Charitable donations etc.

# 8. Anti-Corruption Law:

Second Party represents that it conducts and will, in future, conduct its activities and dealings in accordance with this Agreement and Anti-Corruption Laws (as defined below). Second Party also agrees and undertakes to also cause its employees, officers, sub-contractors and agents to comply with the Anti-Corruption Laws and agrees to indemnify and hold harmless Navjyoti India Foundation for any violation of this provision. Second Party also acknowledges and agrees that any breach or violation of this provision by Second Party and/or its employees, officers, subcontractors and agents shall result in termination of this Agreement with immediate effect.

For the purposes of this provision and this Agreement "Anti-Corruption Laws" means the (a) Prevention of Corruption Act, 1988 in force in India or any amendment or replacement thereof and as amended from time to time and any other applicable law in India or any other Country that may be applicable.

# 9. Indemnity:

Sushant University shall promptly indemnify, defend and hold harmless the Navjyoti India Foundation, their respective officers, directors, shareholders, employees, sub-contractors and agents, either severally or jointly, as the case may be, from and against any and all claims, costs (including legal costs and expenses), fees, expenses, liabilities, losses or damages (of whatsoever nature or description) associated with any claim and/or third party claim, relating to or arising out of the failure of the Second Party to perform its obligations under this Agreement, fraud, negligence, misconduct or breach of applicable Law. The Second Party undertakes to take a back-to-back indemnity from any third party/agent/NGO who is engaged by the Second Party for the purposes of this Agreement.

# 10. Intellectual Property:

All intellectual property provided by Navjyoti India Foundation such as designs, layout plans, reports, charts, drawings, databases, software, models, communication material, awareness materials, slides, graphs, notes, specifications, processes, tools, methodologies, information booklets, training modules, trademarks, trade names, work of authorship, confidential information etc. to Sushant University, shall remain the exclusive property of the First Party.

# 11. Applicable Laws:

The Parties i.e. Navjyoti India Foundation and School of Design, Sushant University shall comply with all Applicable Laws while performing their respective obligations under this Agreement.

OP-55 GUR

YTIZ

Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124- 4750400/501 F: +91-124-4116411 W: www.sushantuniversity.edu.in E: info@sushantuniversity.edu.in





# 12. Termination:

Your Agreement with the organization is project based and shall automatically terminate on completion of the assigned project with the both parties.

If at any time during the term of the Agreement hereunder you shall be guilty or commit any misconduct which in the absolute opinion of the Organization is in any way detrimental to the interests of the Organization or any other staff member of the organization shall be in breach of any way of the terms mentioned here or performance not satisfactory or shall commit any act of bankruptcy or become insolvent or make any arrangements or composition with your creditors generally Or incapable of managing your own affairs or fail to pay your personal Debts or shall be guilty of persistent insobriety or be convicted of any criminal offence involving your integrity or honesty, both the Organization may terminate the Agreement hereunder forthwith any notice.

In the event of termination of the Agreement for whatever reason, you shall cease to be entitled to any benefits and shall not be entitled to any other compensation from the organization in respect of such termination, other than the service charges actually incurred. Furthermore, the organization reserves the right to withhold the bill payment or any other dues if there is a misconduct on part of the Second Party until separation is made.

We have pleasure in associating you to Navjyoti India Foundation and we sincerely hope that your close association with our organization will be mutually satisfactory to both of us. Please acknowledge receipt of this Agreement by signing the duplicate in token of your having accepted the Agreement on the above terms and conditions. This will thereby constitute your Agreement with Navjyoti India Foundation.

**IN WITNESS WHEREOF**, the Parties hereto have set and subscribed their respective hands to be with effect from the day and year first here in above written.

For and on behalf of

Navjyoti India Foundation

ralund

Date: February 13, 2023

M.C. Sharma

Head-Finance, Accounts & Administration

For and on behalf of

School of Design, Sushant University

UR-55.

\* SUSX

\*1115

Dr. Sanjeev Kumar Sharma

Registrar, Sushant University

Date: February 13, 2023

Witness 2.

Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124- 4750400/501 F: +91-124-4116411 W: www.sushantuniversity.edu.in E: info@sushantuniversity.edu.in

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Adding thereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2023 by and between: Mount of Understanding (hereinafter referred to as "MoU") made and entered antion 14 <sup>th</sup> February 2000 by a februar
This Memorandum of Understanding (hereinafter referred to as "MoU") made and entered into a function 14 <sup>th</sup> February 2023 by and between:
Limited a company having its corporate office at B-16, JLN Marg, near WTP, Malviya Nagar, Jaipur India (hereinafter referred to as the "IMAGINXP™") AND
and ente AND
its corporate office at B-16, JLN Marg, near WTP, Malviya Nagar, Jaipur India (hereinafter referred to as the "IMAGINXP™") and entry india (hereinafter referred to as the "IMAGINXP™") and entry india (hereinafter referred to as fice at Sector 55, Golf Course Road, Gurgaon, Haryana - 122003 (hereinafter referred to as "Sushant University").
IMAGINXP <sup>™</sup> and the SUSHANT UNIVERSITY shall be individually referred to as " <b>Party</b> " and collectively as " <b>Parties</b> "
WHEREAS SUSHANT UNIVERSITY is a Premier Private University in the country and provides education to 3000+ 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
*

modules that include Design Thinking, User Experience Design, designing for mobile, creating and Leading a UX team over the last five years.

WHEREAS SUSHANT UNIVERSITY wishes to appoint a consulting knowledge partner to create a state of art centre of excellence and provide industry relevant courses to students, by creating following programs -

Degree Courses				
S. No.	Name of the Course	Minimum Batch Size		
1	BDes-UX (4 years)	30		
2	MDes-UX (2 years)	10		

WHEREAS IMAGINXP™ is willing to act as a consulting knowledge partner 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 that may be 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 of this MOU is to provide a framework of partnership and to facilitate collaboration between the Parties, exclusively for the courses mentioned above with SUSHANT UNIVERSITY.

### 3. **ELIGIBILITY FOR ADMISSION:**

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

### 4 RESPONSIBILITIES

# 4.1 RESPONSIBILITIES OF SUSHANT UNIVERSITY:

a) SUSHANT UNIVERSITY shall be supporting in 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 landing name on the website to ensure lond flow and also Kall

- 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 Adobe Suite licenses.
  - a. Hardware requirements Computer systems compatible for required software.
  - b. Software requirement
    - i. Adobe Illustrator
    - ii. 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™.
- 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 30th September in case of degree programs.
- d) Appoint a course coordinator / Dean / HoD for smooth running of the course and day to day operations.
- e) Shall keep its website updated on the information pertaining to program offered by IMAGINXP<sup>™</sup> with a mention of IMAGINXP<sup>™</sup> as knowledge partner. IMAGINXP<sup>™</sup> 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.
- i) SUSHANT UNIVERSITY will be responsible for maintaining 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 Theme of subjects in SUSHANT UNIVERSITY in letter and spirit.

4.2 RESPONSIBILITIES OF IMAGINXP™

- 1. The SPOC will be in regular touch with the Director / Dean.
- 2. A quarterly review meeting of SUSHANT UNIVERSITY officers, IMAGINXP<sup>™</sup> 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<sup>™</sup> will support the University in admissions of the course. Will educate the Admission Team at all levels.
- c) IMAGINXP<sup>™</sup> 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<sup>™</sup> would ensure that faculty being deputed must be qualified and certified after training with IMAGINXP<sup>™</sup>. The Travel and stay arrangements for IMAGINXP<sup>™</sup> faculty will be taken care by IMAGINXP<sup>™</sup>.
- h) Regular feedbacks from the students will be obtained both by SUSHANT UNIVERSITY and IMAGINXP<sup>™</sup> and if there are any complaints/suggestions the same would be implemented without any delays.
- i) The University reserves the right to ask IMAGINXP<sup>™</sup> to replace any of its Faculty during any time of this agreement, which IMAGINXP<sup>™</sup> 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 complied as per norms and standards of UGC. Further IMAGINXP<sup>™</sup> 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. For organizing these events, IMAGINXP<sup>™</sup> would not be paid anything extra and the same would be part of their scope of services. Further IMAGINXP<sup>™</sup> 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- IMAGINXP<sup>™</sup> would help SUSHANT UNIVERSITY in having international collaboration with top Design Universities and industries. If IMAGINXP<sup>™</sup> is having or will have any tie ups with any University or Industry working in UX domain, IMAGINXP<sup>™</sup> will ensure that the same is arranged, incorporated at this program being offered at SUSHANT UNIVERSITY. This means IMAGINXP<sup>™</sup> will ensure to make SUSHANT UNIVERSITY part of any collaborations it is entering into, if the university desires so. SUSHANT UNIVERSITY will be responsible for any procedures, norms, guidelines required to be met by the Foreign University. Any cost involved for such partnership will be borne by SUSHANT UNIVERSITY on preapproval.
- Futuristic- Any modifications, innovations, improvisation, tests, etc in this program which IMAGINXP<sup>™</sup> devises in due course of time will automatically be covered at SUSHANT UNIVERSITY with mutual consent and support. Further IMAGINXP<sup>™</sup> 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 Breach of Contract.
   m) Shall follow the course curriculum approved by the Board of Studies (BOS) of SUSHANT UNIVERSITY.

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<sup>™</sup> 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<sup>™</sup> faculty as per the existing policy of the university or as per changed Guidelines of University from time to time.
- r) IMAGINXP<sup>™</sup> will be responsible for managing backlog exams including classes (irrespective of student nos.) for subjects taught by IMAGINXP<sup>™</sup> 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 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<sup>™</sup> logo and such advertisement materials must be published only after joint approval of SUSHANT UNIVERSITY AND IMAGINXP<sup>™</sup>
- v) It is mandatory for all faculty members of IMAGINXP<sup>™</sup> to follow norms and disciplinary rules of SUSHANT UNIVERSITY.
- w) Attendance will be taken by IMAGINXP<sup>™</sup> faculty for the subjects taught by them and entered/uploaded in University records/ERP system.
- x) Shall be responsible for preparing all reading and training material for the subjects that IMAGINXP<sup>™</sup> faculty will teach
- y) IMAGINXP<sup>™</sup> will recommend member of jury for the evaluation of the final year project of students. The jury members will be approved by SUSHANT UNIVERSITY.

### 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.
- b) SUSHANT UNIVERSITY and IMAGINXP<sup>™</sup> will mutually decide the MoQ for each year. For session 2023-24 it will be 30 for BDes UX and 10 for MDes UX.

### 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) All marketing activities and marketing expenses for admissions will be borne by SUSHANT UNIVERSITY as per the process followed at SUSHANT UNIVERSITY presently.
- b) IMAGINXP<sup>™</sup> 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 publicise the course and contents along with use of IMAGINXP<sup>™</sup> and related logos.
- d) IMAGINXP<sup>™</sup> 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

f) IMAGINXP<sup>™</sup> shall only use the context of this MOU/Agreement/name and logo of SUSHANT UNIVERSITY, online or otherwise or for referral purpose only after the prior approval by the SUSHANT UNIVERSITY.

# 7 REVENUE SHARE AND PAYMENTS

Degree Courses					
S. No.	Name of the Course	Content	ImaginXP Share		
1	BDes-UX (4 years)	All subjects delivered by IXP	60% of tuition fees per student per annum		
2	MDes-UX (2 years)	All subjects delivered by IXP	60% of tuition fees per student per annum		

- a) It is agreed that this fees will be applicable only for the 2023-2024 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.
- c) No scholarships will be provided in this industry collaborative program.
- d) If any subject will be taught by Sushant University, ImaginXP will pay Sushant University (per subject per student) as per Annexure A

# **8.2 PAYMENT TERMS**

- a) These rates are all inclusive of taxes.
- b) IMAGINXP<sup>™</sup> 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 01<sup>st</sup> September will be adjusted in the invoice raised on 01<sup>st</sup> 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.
- d) 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 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.





- 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;
  - 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.

# **11 INTELECTUAL PROPERTY RIGHTS**

Intellectual Property that belongs to IMAGINXP<sup>™</sup> will continue to be the in the sole ownership of IMAGINXP<sup>™</sup>. 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**

Both parties 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 either of the parties.

### **13 INDEMNITY**

Each Party agrees to indemnify, defend and hold entirely harmless the other Party from and against any claim, demand, cause of action, judgment, loss, liability, cost or other expense whatsoever, including without limitation, attorneys' fees (each such claim, demand, cause of action, judgment, loss, liability, cost or other expense is referred to herein individually as a "Loss" and collectively as "Losses"), which an Indemnity may suffer, sustain, incur or otherwise become subject to as a result of the use.





# **15 JURISDICTION**

In the event of any disputes between the parties only the courts in **Gurgaon** shall have exclusive jurisdiction. But no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful.

# **16 TERMINATION**

Either Party shall have the right to terminate the agreement in the event of violation of any of the conditions by giving **one months'** notice. In such an event, students already admitted in the course shall be enabled to complete their course of study and appear for the relevant examinations. The obligations of both the parties pertaining to the discharge of their responsibilities towards the completion of the course for students already admitted will continue to be in force during such period irrespective of termination of the Agreement.

# **17 AMMENDMENT**

During the operation of the MOU, circumstances may arise which may call for alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU.

Having gone through each and every condition of the Agreement and having understood it clearly and perfectly both the parties affix their signatures below as attesting to this deed on

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### For SUSHANT UNIVERSITY

### For Giggle Galaxy Pvt. Ltd.

Name: - Dr. Sanjeev Kumar Sharma Registrar Sushant University

Signature: : Gusaar Place: -Date: Witness 1:-

Signature:- Neu

Name: NWIN PIPUMI

Address: -

Name: - Abhayjeet Singh Cofounder & Chief Academic Officer Giggle Galaxy Py1, Ltd

Signature: Place: -Date: -

Witness 2:-

Signature

Name: Rol D. Yeputho

Address: Delhi

BDES	UX
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DDC3 0X	
Fees Calculation - 1st Year	
New Tuition Fees (1st Year)	₹ 2,63,220
60% of the Tuition Fees	₹ 1,57,93
Total Subjects (1st Year)	13
Per Subject Cost	12,149
Fees Calculation - 2rid Year	
Tuition Fees (2nd Year)	290940
60% of the Tuition Fees	₹ 1,74,564
Total Subjects (2nd Year)	14
Per Subject Cost	12,469
Pees Calculation Stid Veer	Sector Statement of Concerns
Tuition Fees (3rd Year)	290940
60% of the Tuition Fees	₹ 1,74,564
Total Subjects (3rd Year)	13
Per Subject Cost	13,428
Fees Calculations 4th Yearse	
Tuition Fees (4th Year)	244790
60% of the Tuition Fees	₹ 1,46,874
Total Subjects (4th Year) & Taught by IXP	8
Per Subject Cost	18,359
	10,335

# MDES UX

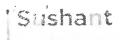
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Fees Calculation - 1st Year	
Tuition Fees (1st Year)	184800
60% of the Tuition Fees	₹ 1,10,880
Total Subjects (1st Year)	15
Per Subject Cost	7,392
Fees, Calculation - 2nd, Year	
Tuition Fees (2nd Year.)	137500
60% of the Tuition Fees	₹ 82,500
Total Subjects (2nd Year)	9
Per Subject Cost	9,167









# Fwd: Istituto Marangoni New Scholarships for February 2024 |MGE

1 message

Dr. Koshalpreet Kaur <koshalpreetkaur@sushantuniversity.edu.in> Tue, Oct 10, 2023 at 5:33 PM To: Anjali Marwah <anjalimarwah@sushantuniversity.edu.in>, Mareena Thomas <mareenathomas@sushantuniversity.edu.in>

----- Forwarded message -----

From: parvee chandran <parvee@maitriglobaleducation.com>

Date: Tue, 10 Oct, 2023, 3:54 pm

Subject: Fwd: Istituto Marangoni New Scholarships for February 2024 [MGE

To: Dr. Koshalpreet Kaur <koshalpreetkaur@sushantuniversity.edu.in>

Cc: George syriac <george@maitriglobaleducation.com>, Abraham Choorickapra <abraham@maitriglobaleducation.com>





Istituto Marangoni New Scholarships for February 2024

Every year, Istituto Marangoni launches a scholarship program aimed at the most talented students who dream of a career in Fashion, Art, Design or Fragrances & Cosmetics. Discover the contest and apply for a scholarship for courses starting in the February 2024 intake for:

Milano School of Fashion and Fragrances & Cosmetics; Milano School of Design; Firenze School of Fashion, Art and Fragrances & Cosmetics; Paris School of Fashion and Fragrances & Cosmetics; London School of Fashion & Design; Dubai School of Fashion, Design and Fragrances & Cosmetics. Deduction opportunities: Discover the following deductions for Undergraduate and Postgraduate courses starting in February 2024:

Up to  ${\rm \in 5.000}$  deduction on the tuition fee for European Schools (Milano  ${\rm \cdot \ Firenze}$  = Paris)

Up to £ 5,000 deduction on the tuition fee for London School Up to AED 20,000 deduction on the tuition fee for long courses and up to AED 5,000 on professional courses for Dubai School Grab your chance now!

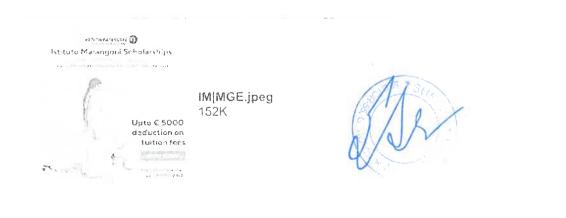
Application Deadline: October 22, 2023 (Please note the extended deadline)

Apply Now!

Parvec Chandran Educational Coordinator Italy | Counsellor | Milan Student Support WhatsApp Contact: +39 3512285406 Maitri Global Education | MGE HQ = Florence, Italy

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# MEMORANDUM OF UNDERSTANDING

This memorandum of understanding entered into existence on 22-02-2023

between

The Department of Geography, Yuvakshetra Institute of Management Studies, Ezhakkad,

Palakkad (hereinafter also referred to as "the first party")

and

Department of Planning and Development of School of Art and Architecture of Sushant University, Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana - 122003 (hereinafter also referred to as "the second party")

aksher EZHAKKAD PALAKKAD DIST Institute PIN: 678 631 Principal yuva kşhetra or Management Institute of Management Studies Ezhakkad, Mundur, Palakkad Dist. Kerala, India. Pin: 678 631 No: 5624 Blook ON on M 97.08.2021

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# INDIA NON JUDICIAL

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# CF 571944

# It is hereby agreed between the parties as follows:

1. This Memorandum of Understanding (MOU) is a non-exclusive agreement for collaboration between the first party and the second party (hereinafter also referred to as "both parties".

2. This MoU is valid for a period of 1 (ONE) year from the date of this document and may be extended further on mutual consent.

3. For the services rendered by the second party to the first, charges or fees, wherever applicable, shall be paid to the Sushant University prior to the second party undertaking the activity

4. Both parties will designate a contact person from each side who will be the primary point of contact on behalf of that party, the contact details of each of whom will be provided in writing to both parties.

harma. FZHAKKAC PALAKKAD DIS rincipa PIN: 678.63 uva kshëtra Institute of Management Studies Ezhakkad, Mundur, Palakkad Dist. Management 288 GET 202 Kerala, India. Pin: 678 631 Yuvakshetra. Ezhakkad vinci pal 5.5 MONGAD

# INDIA NON JUDIGIAL

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Anna Alfanaca

# கேழதo केरल KERALA

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<sup>5</sup>5. This MoU will be renewed automatically if a party does not give one-month termination notice period. The MoU can be terminated with a minimum of 30 (THIRTY) days' prior notice in writing from either party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements. Termination of this MoU shall be without prejudice to continue validity of any agreement entered subsequent in time by the parties herein to this MoU unless otherwise expressly stated in the termination notice.

6. Department of Planning and Development of School of Art and Architecture of Sushant University agrees to offer support and training based on its areas of operation and competency - including and not restricted to the following areas: Urban planning career guidance, online & offline classes/seminars/workshops to the Students of Department of Geography, Yuvakshetra Institute of Management Studies, - the training work of which shall be planned so as not to affect to the operational activities of organization.

EZHAKKAD rincipal PALAKKAD DIST yuva kshētra PIN; 678 631 Institute of Management Studies 5 OCT 2011 Ezhakkad, Mundur, Palakkad Dist. orManagement Kerala, India. Pin: 678 631 uvakshetra. Singi Pal IAR STANP VENDOR KONGAD 9022

7. Department of Planning and Development of School of Art and Architecture of Sushant University agrees to send the resource person with necessary expertise as visiting faculty to the first party as and when required, with dates, duration and remuneration (where applicable) for such visits agreed upon in advance by mutual consent, subject to the work such persons have at the Department of Planning and Development of School of Art and Architecture of Sushant University.

8. The second party agrees to provide the information about opportunity and enhance employability in connection with the M.Sc. Program by guiding and familiarizing them about lab equipment's, visits to the facilities of the Sushant University of Architecture & Planning and to its collaborators, also support and train the students of the first party, subject to confidentiality clauses, and intellectual property protection.

9. The first party agrees to provide full support of Geospatial services including technical and research activities, certification courses (GIS and Remote Sensing) to the students of Sushant University and also support and train the students of the second party. Department of Geography, Yuvakshetra Institute of Management Studies agrees to send the resource person with necessary expertise as visiting faculty to the second party as and when required, with dates, duration and remuneration (where applicable) for such visits agreed upon in advance by mutual consent, subject to the work such persons have at the Department of Geography, YIMS.

10. Both parties acknowledge that they may gain access to or come in possession of confidential information relating the other party in the course of performance of obligations pursuant to this MoU and that each such party who is in possession of the confidential information of the other party shall maintain the same in strict confidence and accord to it such levels of protection not less onerous that the 'generally accepted industry standards for the same in the industry. The parties herein undertake not to use such confidential information except for the express purpose of obligation in the context of which the same has been shares or in the course of the performance of which the other party has gained access to it.

11. Upon termination of this MoU, all such confidential information shall be returned to the party to whom it relates to or under instructions destroyed. Any retained confidential information shall continue to be bound by these confidentiality obligations irrespective of termination of this MoU. For the purposes of this MoU, confidential information shall include without limitation der information shared by parties herein whother tangible or otherwise, stored inductive or otherwise, copies thereof, derivatives thereof and would include information include matter partice matter of the purposes.

PIN: 678.63

personal data/information, design, technical know-how, projects, research, products, information that either party or individuals or entities under its respective control are working on projects, research, product.

12. If the MoU is terminated steps shall be taken to ensure that the termination does not affect any prior obligations, projects or activities already in progress

13. The various clauses of this memorandum may be amended, modified or repealed only upon mutual agreement.

14. Both parties shall not during the pendency of this agreement, directly or indirectly solicit or offer employment or engagement to any personnel of the other party without the prior consent of the other party.

Read, Understood and Consented:

IN WITNESS WHEREOF the undersigned, duly appointed representatives of Sushant University and The Department of Geography. Yuvakshetra Institute of Management Studies, Erhakkad, Palakkad, respectively, have on behalf of the Parties signed the present Memorandum of Understanding on.....

# Principal

Yuvakshetra Institute of Management Studies Ezhakkad Palakkad, Kerala

# Registrar

Gurugram

(Signature)

Date:

Principal yuva kshëtra Institute of Management Studies Ezhakkad, Mundur, Palakkad Dist. Kerala, India, Pin: 678 661

Witness 2:

Witness 1:



DR. HIMMORY

Alaund

Date:

(Signature)

Sushant University

As



# MEMORANDUM OF AGREEMENT FOR ACADEMIC COOPERATION AND EXCHANGE

# BETWEEN

# SCHOOL OF ARCHITECTURE AND DESIGN

# KING MONGKUT'S UNIVERSITY OF TECHNOLOGY THONBURI, THAILAND

# AND

# SCHOOL OF DESIGN

# SUSHANT UNIVERSITY, INDIA

King Mongkut's University of Technology Thonburi, Thailand and Sushant University, India hereby propose to foster academic exchange and co-operation between the two institutions.

1. The two institutions will encourage the following activities

1) Exchange of students.

2) Exchange of academic staff.

3) Joint research activities, publications and participation in seminars and conferences.

4) Collaborative projects.

2. These activities are to be carried out by mutual consent between the two institutions or their academic units concerned thereof and as per the statutory guidelines of the both universities.

Michael P. Tanj



# I. STUDENT EXCHANGE

# **PURPOSE AND DEFINITIONS**

1. The purpose of this agreement is to make possible and to institute the exchange of students between the two institutions at mutually convenient times. These exchanges will, in the main, be for periods of one or two semesters.

2. In this agreement, unless the context otherwise implies, home institution shall mean the institution at which the students intend to graduate; host institution shall mean the institution which has agreed to receive the exchange student(s) from the home institution.

# NUMBERS/RECIPROCITY

3. The number of students exchanged would usually be no more than three students at each institution at any one time. It is expected that the total number of mutual exchange students will be about the same from each institution during a period of five years.

# **SELECTION OF PARTICIPANTS**

4. The home institution will screen applicants for the exchange. Each institution will send the other official application forms for the students nominated The host institution will reserve the right to make final judgments on the admissibility of each student nominated. The following guidelines apply to all exchange students:

1. The students must satisfy the English language proficiency.

2. The student must have completed at least two years of continuous study at the home institution before the exchange year.

3.Upon completion of the study tour at the host institution the participating students must return to the home institution without fail. Any extension to stay must be approved by both cooperating institutions.

4. The exchange student must abide by all the rules and regulations of the host institutions.

5. Students will be ineligible to be awarded any diploma/degree offered by the receiving institution as part of their exchange year/semester.

# PROCESS

5. Exchange students will study modules which are pertinent to heir field of study and are offered by Thank the host institution, and are treated as a full time student in the host institution.

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Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T: +91-124- 4750400/501 F: +91-124-4116411 W: www.sushantuniversity.edu.in E: info@sushantuniversity.edu.in



6. The exchange student will pay tuition at their home institution. The host institution will waive application fees, entrance fees, and tuition fees of the exchange students.

7. Each student will provide proof of medical insurance/ medical evacuation/ repatriation coverage in accordance with the host institution's regulations or will be required to purchase the medical insurance coverage provided through the host institution.

8. Transportation, accommodation, food, clothing and other personal costs including the medical health insurance and medical care will be the personal responsibilities of the students themselves.

9. The host institution will provide the necessary documentation for obtaining the appropriate visa.

10. The host institution shall reserve or make available accommodation on campus for exchange students or assist them in locating suitable housing off campus if they so desire. Each student will pay for on campus accommodation and board at the prevailing rate of the host institution.

11. The acceptance of course works (lectures, seminars, etc.) taken at the host institution and the measure of achievement attained there must be commensurate with the prevailing testing and learning evaluation standards of the home institution.

12. Exchange students will receive academic credit at their home institution, after the home institution receives an official transcript from the host institution. The host institution agrees to provide these official transcripts as soon as possible, but in no case longer than 4 weeks after the student makes the request upon completion of their courses. An explanation of the grading system will accompany the transcripts. All academic work completed satisfactorily by exchange students at the host institution will count toward graduation at the home institution in accordance with procedures determined by the latter.

# II. EXCHANGE OF ACADEMIC STAFF

1. The two institutions will actively seek to promote mutual faculty exchange for mutual agreed periods.

2. Faculty exchange may assume various forms, such as individual short-time and long-term visits of faculties, joint research and development projects.

3. Both institutions will try to seek external funding sources to accilitate these exchanges.

4. Encouragement of the academic faculty to co-author publications, joint research activities and joint project possibilities is in subject to applicable copyright and I or other laws of each country, as well as rules and regulations of the perspective institutions

Michael P. Taytor

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5. The host institution will endeavor to make available such facilities that will enable the faculty to obtain experience and training in its departments and institutes.

6. The two institutions acknowledge that in the absence of an external funding agency, all expenses for travel, living and allied costs will be left to the discretion and the responsibility of the sending institution.

# **III. JOINT ACTIVITIES & COLLABORATIVE PROJECTS**

1. The two institutions will actively seek opportunities to collaborate on projects for mutual agreed periods.

2. The projects may assume various forms from short- time to longer-term projects that could be joint research, academic projects, industry-driven projects or even live client projects.

3. Both institutions will try to seek external funding sources to facilitate the projects.

4. Both institutions will jointly hold the copyrights of all joint research activities and joint project possibilities, subject to copyright and/or other laws of each country, as well as rules and regulations of the prospective institutions.

5. The host institution will endeavor to, as much as possible - make available such facilities that will enable the faculty to obtain experience and training in its departments and institutes during the periods of the joint project.

6. The two institutions acknowledge that in the absence of an external funding agency, all expenses for travel, living and allied costs will be left to the discretion and the responsibility of the sending institution.

7. Relevant information will be exchanged, including information for students, information on research and study provided at the university, information about faculty members and fields of research, pertaining to the project.

# IV. RENEWAL, REVISION, CANCELLATION AND NOTICE

1. This agreement is intended for a period of five years provided reciprocal arrangements may always be made.

Spanne 2. This agreement may be renewed upon the mutual consent of both institutions.

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3. Either institution may cancel the agreement by notifying the other institution of its intent to do so at least six months in advance of its expiration. Project in progress at the time of termination will remain unaffected.

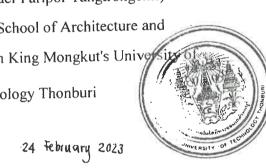
4. Any amendment or modification to the present text shall be submitted for review and shall not be binding unless reduced to writing and signed by both parties.

In witness whereof, the parties hereto have offered their signatures:

und

Michael P. Tongt , M

(Michael Paripol Tangtrongchit) Dean, School of Architecture and Design King Mongkut's Univer Technology Thonburi Date:



(Dr. Sanjeev Kumar Sharma) Registrar, Sushant University

24 February 2023 Date:



# Renewal of MOU with KMUTT

Sushant University's MOU with King Mongkut's University of Technology Thonburi (KMUTT), Thailand is due for renewal. The first MOU was signed in February 2018 for a period of 5 years. KMUTT has proposed a draft text similar to that of the earlier MOU. The new MOU is to be concluded during the forthcoming visit of SU/SOD Faculty and students to KMUTT starting 24 February 2023.

Article 1 of the proposed MOU (in line with the earlier MOU) speaks of one or two Semester exchanges of students, which in our case now requires approval of UGC. Accordingly, it is proposed to add the following sentence to the draft MOU: "The activities are to be carried out by mutual consent between the two institutions or their academic units concerned thereof and as per the statutory guidelines of the both Universities". This is to cover any exigencies arising in future, as discussed with Pro VC/Registrar Sir.

The draft is submitted herewith for kind consideration and approval.

Arshalpani Associate Dean SOD

Dean SOD

'X'

Ref. X. This was also Director International Relations discussed with COE Ler.

Pro VC/Registrar

Hon'ble VC Sir



Date: - 2<sup>nd</sup> Feb 2023

# Sub: - Student Details for KMUTT Thailand Tour.

# Dear Sir/Ma'am

Students of B.Des (4<sup>th</sup> and 6<sup>th</sup> Semester) will be part of this trip, Students details are given below :-

<u>S.NO</u> .	Name	Discipline	Semester
1	Aayushmaan	B.DES (PD)	VI
2	Nabhanya	B.DES (ID)	VI
3	Ishika jain	B.DES (IA)	VI
4	Aditya Kumar	B.DES (IA)	VI
5	Aastha Jain	B.DES (ID)	VI
6	Yashika Soni	B.DES (ID)	IV
7	Atika Mehrotra	B.DES (ID)	VI
8	Mallika Rao	B.DES (PD)	VI
9	Siddharth Sansanwal	B.DES (IA)	IV
10	Nikhil Rana	B.DES (IA)	VI
11	Yogesh Singh	B.DES (ID)	VI
12	Sneha Sharma	B.DES (IA)	VI
13	Aakash Biraji	B.DES(CD)	IV
14	Ankit Badgami	B.DES(CD)	IV

Dean, School of Design



# School of Design

# SOD/18/Feb/2023

# Date-08-Feb-2023

Dear Sir,

The School of Design has proposed to organise an educational trip to KMUTT Thailand for its students from 24<sup>th</sup> Feb. 2023 To 4<sup>th</sup> Mar. 2023 (9 days 8 night).

Students of B.Des 2<sup>nd</sup> and 3<sup>rd</sup> year will be part of this trip. Students will be participating in the Design workshop & learning along with students from KMUTT. The objective of this visit is to provide students experience to exposure about the cross culture Design

The travel cost of the trip will be borne by students. Staying and workshop cost will be borne by KMUTT. Itinerary and student list is attached for your reference. 15 students have registered for the trip (Student Details attached)

Necessary protocols regarding undertaking forms would be ensured. Written consent of parents will be taken before the trip. (Format attached). Complete itinerary Coordinator/Faculty details will be shared with the parents. Reports will be submitted after the trip along with attendance & photographs.

Faculty accompanying the students are Dr. Sachin Datt and Ms. Anjali Marwah. They will be applying on duty leave during the specified days.

15 students from KMUTT along with their 2 faculty would be visiting SU Campus in the first week of April 2023 for 5 days for design workshop, the similar financial reciprocal arrangement is proposed/offered by SU (Stay of students & faculty in the hostel along with food and workshop cost). Proposed cost shared below.

_	The KMUTT Workshop - Detailed E	Budget - (3 April - 8 A	April 2023)	The	
15 students and 2 faculty from KMUTT would be coming to Sushant University Campus					
S.No.	Item Description	01		100	
	Accommodation for KMUTT faculty and	Qty.	Rate	Amount	
1	Students at nearby Guest House (including breakfast) Accommodation outside is suggested because the Sushant University bostel	5 Day X 5 rooms (§	2000 Per	Rs.50,000	
	rooms need lot of renovation	male Students)	Day	+ 12 % GST	
2	Students at University Guest House	5 rooms ( 1 faculty + 8 female		VSNE UELSOON	
3	Lunch for 17 Guests (15 students +2 faculty members) + 3 SOD faculty	students )	Nil 150 per	Nil	



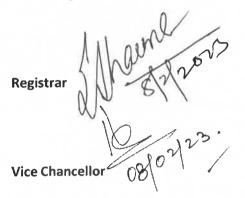
	Total			74,000/-
8	Delhi Darshan	20	300	6000
7	Talk by Director ,Craft Museum	Nil	Nil	Nil
6	SOD Faculty conducting 3 Workshop as per expertise	Nil	Nil	Nil
5	Cost for the Artisans	No of Days 1	5000	5,000
4	Material Cost	10,000	Erstwhile 10,000	Ansai Univer 10,000

We request you to kindly grant approval for the same.

Nan Bolani

Officiating Dean, SOD

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# I. STUDENT EXCHANGE

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  - 4. The exchange student must abide by all the rules and regulations of the host institutions,

5. Students will be ineligible to be awarded any diploma/degree offered by the receiving institution as part of their exchange year/semester.

# PROCESS

5. Exchange students will study modules which are pertinent to their field of study and are offered by the host institution, and are treated as a full time student in the host institution.

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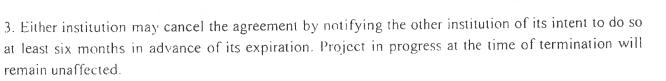
# IV. RENEWAL, REVISION, CANCELLATION AND NOTICES

1. This agreement is intended for a period of five years provided reciprocal arrangements may always be made.

2. This agreement may be renewed upon the mutual consent of both institutions.

Michael P. Ing hot

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4. Any amendment or modification to the present text shall be submitted for review and shall not be binding unless reduced to writing and signed by both parties.

In witness whereof, the parties hereto have offered their signatures:

alma

(Dr. Sanjeev Kumar Sharma) Registrar, Sushant University



Date: 24 February 2023

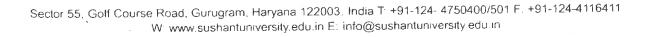
Michael P. Tongty M

Sushant Liniversit

(Michael Paripol Tangtrongchit) Dean, School of Architecture and Design King Mongkut's University of

Technology Thonburi

Date: 24 February 2023





## Invitation to conduct workshop\_School of Design, Sushant University\_5th to 6th April 2023

23 messages

Mareena Thomas <mareenathomas@sushantuniversity.edu.in> To: Kritikajoshi43@gmail.com Mon, Mar 27, 2023 at 10:27 AM

Cc: Dean SSD Office <deanssdoffice@sushantuniversity.edu.in>, "Dr. Koshalpreet Kaur" <koshalpreetkaur@sushantuniversity.edu.in>, Sachin Datt <sachindatt@sushantuniversity.edu.in>, Anjali Marwah <anjalimarwah@sushantuniversity.edu.in>, Bhavya Arora <br/><bhavyaarora@sushantuniversity.edu.in>

Dear Ms Kritika,

Greetings from Team School of Design, Sushant University!

SoD is hosting a delegation of students and faculty from KMUTT, Thailand as part of the yearly student exchange program. During this program, we are planning to host a workshop on traditional Indian art/crafts, which will facilitate the exchange of cultures.

Therefore, it is our pleasure to invite you as a Resource person to conduct a workshop on "Phad Painting" which will take place from 5th to 6th April 2023. We are confident that the participating students will benefit from your vivid experience, insights and vision. The results of the workshop will be exhibited on 7th April at JKC Gallery of Art & Architecture, Sushant University.

The remuneration offered for this workshop is Rs. 15,000 (honorarium + conveyance + material cost).

No. of students: 20 Workshop dates: 5th to 6th April 2023 Exhibition date: 7th April 2023 Venue: A Block, School of Design, Sushant University Timings: Day 1: 11.30 - 13.00, 14.00 - 17.00 Day 2: 10.00 = 13.00, 14.00 + 17.00

Request you to confirm your availability for the same. Please feel free to contact me if you have any questions or need further assistance as you prepare for your visit. We look forward to your affiliation and contribution to our coll during this exchange program.

Regards, --Mareena Thomas Assistant Professor | School of Design Sushant University

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+91 9999615694

HILPS. JIWRIF ee/schools/design-usrani

Sushant University





Mon, Mar 27, 2023 at 12:41 PM

kritika joshi <kritikajoshi43@gmail.com> To: Mareena Thomas <mareenathomas@sushantuniversity.edu.in>

Cc: Dean SSD Office <deanssdoffice@sushantuniversity.edu.in>, "Dr. Koshalpreet Kaur" <koshalpreetkaur@sushantuniversity.edu.in>. Sachin Datt <sachindatt@sushantuniversity.edu.in>, Anjali Marwah <anjalimarwah@sushantuniversity.edu.in>, Bhavya Arora <bhavyaarora@sushantuniversity.edu.in> Dear Mrs. Mareena Thomas,

Thank you for your email. It would be my pleasure to present my art at Sushant University. As you have mentioned in the previous email that remuneration will be 15,000 including honorarium, travel and materials, which will be a little difficult for me to adjust everything in that cost. But I am taking it as a opportunity, So please confirm my availability for the same.

But I have a few requests, which are -

1. Material cost will be Rs. 300 for each student, so if you can provide the advance just for the material that would be great. Rest you can do later.

2. As I mentioned earlier, remuneration is not upto my expectations, I would be doing this workshop for the half day on the 5th April, that will be in the 2nd half after lunch time. And I can go full day on the 6th April.

Also let me know if you want me to bring some of my work for the exhibition on 7th. In case any student or faculty wants to buy.

Thank You, Warm Regards,

Kritika Joshi Artist & Curator Crafting Stories 88906-65887 [Quoted text hidden]

Dr. Koshalpreet Kaur <koshalpreetkaur@sushantuniversity.edu.in> \*\*\* `ritika joshi <kritikajoshi43@gmail.com> Thu, Mar 30, 2023 at 4:32 PM

Mareena Thomas <mareenathomas@sushantuniversity.edu.in>, Dean SSD Office <deanssdoffice@sushantuniversity.edu.in>, Anjali Marwah <anjalimarwah@sushantuniversity.edu.in>, Bhavya Arora <bhavyaarora@sushantuniversity.edu.in>, Dean SSD <deanssd@sushantuniversity.edu.in>

Dear Kritika.

Thank you for accepting our invitation for conducting the workshop with our Delegation from KMUTT, Thailand on 5th - 6th April 2023.

Kindly share the detailed schedule for the workshop and the final expected output. We are planning to put up an exhibition of the students' work they have developed during the workshop on 7 April 2023.

Would also appreciate it if you can share some of your previous works.

Looking forward to the creative workshop and some amazing work.

Warm Regards Dr Koshalpreet Kaur Professor & Associate Dean Thool of Design Shant University (previously Ansal University) Gurugram Mobile:9871130934

https://linktr.ce/schoolofdesignsushant

Sushant University School of Design





kritika joshi <kritikajoshi43@gmail.com>

To: "Dr. Koshalpreet Kaur" <koshalpreetkaur@sushantuniversity.edu.in>

Cc: Mareena Thomas <mareenathomas@sushantuniversity.edu.in>, Dean SSD Office <deanssdoffice@sushantuniversity.edu.in>, Anjali Marwah <anjalimarwah@sushantuniversity.edu.in>, Bhavya Arora <bhavyaarora@sushantuniversity.edu.in>, Dean SSD <deanssd@sushantuniversity.edu.in>



Fri, Mar 31, 2023 at 12:14 PM

Namaste, Dr. Koshalpreet Kaur Ji,

Once again thank you for inviting me for the workshop. Schedule -

on 5th April - Post Lunch

- Introduction about the Phad Painting, its history, origin, and process.

- A short film on the Phad.

Will show some of my work photos, about my implementation of art into products or decor.

- Will start sketching basic figures, trees, architecture, animals of the Phad.

- Will distribute final printed sheets to students, in which they will do all 7 colors (which is used in the Phad) with final outline.

on 6th April- Full Day

- Full day students will be doing coloring, outlining and final touching to the painting with border.

Phad Painting has 7 colors, which is done one by one followed by orange, yellow, green, brown, red, blue and black. This process will take full day for students to complete a small size painting with two or three figures and elements.

Please find the attachment for the idea. Please note that compositions can be different from the attachment. This is just for your reference.

Also, kindly let me know about the advance I asked for.

Warm Regards,

Tritika Joshi
 Joordinator, International Craft Awards (ICA)
 Curator, India Craft Week (ICW)
 Craft Village, 19B, Shivji Marg, Westend Greens, Rangpuri, New Delhi-110 037
 email: info@craftvillage.org.in
 M: +91 991 075 4364 | +91 889 066 5887

Facebook Twitter Website Blog YouTube Channel

"Craft Trading can be limited to a generation, but training would empower many generations"

[Quoted lext hidden]

#### 5 attachments



**1 (3).JPG** 838K





**1 (5).JPG** 886K



1 (1).JPG 909K



1 (2).**JPG** 966K



1 (4).JPG 869K

Mareena Thomas <mareenathomas@sushantuniversity.edu.in> To: kritika joshi <kritikajoshi43;@gmail.com>

Cc: "Dr. Koshalpreet Kaur" <koshalpreetkaur@sushantuniversity.edu.in>, Dean SSD Office <deanssdoffice@sushantuniversity.edu.in>, Anjali Marwah <anjalimarwah@sushantuniversity.edu.in>, Bhavya Arora <bhavyaarora@sushantuniversity.edu.in>, Dean SSD <deanssd@sushantuniversity.edu.in>

Dear Kritika,

Thanks for accepting our invitation. We're looking forward!

The cost for the material (Rs. 6,050) should be transferred to your account by EOD tomorrow, i. 151st April. Please let us know once you receive the payment.

Also, request you to provide the bills for all items. You can share the bills with us when you arrive on campus. For your reference, I'm attaching the list of items as per your discussion with Ms Bhavya.

Let me know if you have any questions.

Best,

(Quoted text hidden]

SoD\_KMUTT\_Material Costing for Workshop.pdf

Ale

Sun, Apr 2, 2023 at 12:56 PM

kritika joshi <kritikajoshi43@gmail.com>

To: Mareena Thomas <mareenathomas@sushantuniversity.edu.in> Cc: Anjali Marwah <anjalimarwah@sushantuniversity.edu.in>, Bhavya Arora <bhavyaarora@sushantuniversity.edu.in>, Dean SSD <deanssd@sushantuniversity.edu.in>, Dean SSD Office <deanssdoffice@sushantuniversity.edu.in>, "Dr. Koshalpreet Kaur" <koshalpreetkaur@sushantuniversity.edu.in>

Hello.

I have received the advance payment for material.

Fri, Mar 31, 2023 at 12:34 PM



## Programme Structure

## School of Design

## Sushant University

User Experience Design

(\*Applicable to students admitted in the academic year 2021-2025)



#### SEMESTER-I (BDES.UX Programme)

1 7

Course Code	Course Title	Employability/Skill Development/Entre p reneurship	Lectures (L) Hours/ Week	Tutoria I (T) Hours/ Week	Practical (P) Hours/ Week	Total Credits	Actual Percentage of Courses out of total Courses
		Core Co	urses	A	9-1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		
21BCF-1P01	Visualization & Representation I	Skill Development	1	2	2	4	
218UX-1P01	History of Art and Evolution of Design	Employability	2	2	0	4	
21BUX-1P02	Introduction to UX Design	Employability/Skill Development/Entrep eneurship	1	1	2.	3	92 %
218UX-1P03	Introduction to Visual Design Tools	Skill Development	1	2	2	400	· · · · · · · · · · · · · · · · · · ·
218UX-1P04	Design communication and Visualizing ideas	Entrepreneurship	2.	1	0	3	Sng Lf (10) 1000
21BCF- 1 P05	Contextual Studies I	Employability/Skill Development/Entrep eneurship	1	1	2	3	
21BUX-1P05	Empathy and Understanding problems	Employability/Skill Development/Entrep eneurship.	1	1	0	2	
		Ability E	nhancement Course (4	AEC)			
21ENG11	English Communication/M odern Indian Language	Skill Development	1	0	2	2	8%
	TOTAL		10	10	10	25	

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#### SEMESTER-II (BDES.UX Programme)

Course Code	Course Title	Employability/Skill Development/Entre p reneurship	Lectures (L) Hours/ Week	Tutoria I (T) Hours/ Week	Practical (P) Hours/ Week	Total Credits	Actual Percentage of Courses out of total Courses
		<u>Core Co</u>	urses				
BCF-2P05	Contextual Studies II	Employability/Skill Development/Entrepr eneurship	1	2	0	4	
21BCF-2P01	Visualization & Representation II	Skill Development	1	2.5	2 2	4	
21BUX-2P01	Basics of UI Development	Skill Development	1	2	0.1-12.00 C	3	
21BUX-2P02	Technology in Experience Design	Employability/Skill Development/Entrepr eneurship	1	1	2	3	92 %
21BUX-2P03	UX Design Advance	Employability/Skill Development/Entrepr eneurship	2	2	2	5	
218UX-2P04	Visual Design tools	Skill Development	2	1	0	3	
218UX-2P05	Integrated studio for UX	Employability	1	1	0	2	
		Ability I	Enhancement Course	AEC)			
EVS2111	Environmental Science	Skill Development-	1	0	2	2	8 %
	TOTAL		9	11	10	25	

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#### SEMESTER-III (BDES.UX Programme)

Course Code	Course Title	Employability/Skill Development/Entrepr e neurship	Lectures (L) Hours/ Week	Tutorial (T) Hours/ Week	Practical (P) Hours/ Week	Total Credits	Actual Percentage of Courses out of total Courses
		Core Co	urses				
21BUX-3P01	Service Design & Task Flows	Employability	1	0	2	2	
21BUX-3F02	Information Architecture	Employability	1	2	0	3	
21BUX-3P03	Introduction To Ui Design	Employability/Skill Development/Entrepre n eurship	1	0	2	2	
21BUX-3P04	Design Thinking	Employability/Skill Development/Entrepre n eurship	2	0	2	3	92 %
218UX-3P05	Introduction To User Research	Employability	2	1	2 Juevsm	15801010	
21BUX-3P06	Ethnography & People Design	Employability	2	1	2	4	
21BUX-3P07	and a second sec	Employability/Skill Development/Entrepre n eurship	1	0	0	2	
		ed Discipline Specific E have <u>the option</u> to choose a (Please refer to the	any ONE out of the 10 Election		ves		A
	Discipline Specific Elective		2	1.	0	3	8%
		Generic Elect	tives I (GE I)				
TDCC	TRANS DISCIPLINARY CERTIFICATE COURSE	Skill Development	1	0	2	2	8 %

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	TOTAL	13	05	07	25	
		and the second designed in the second day of the			have been a second seco	

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#### SEMESTER IV

Course Code	Course Title	Employability/Skill Development/Entre p reneurship	Lectures (L) Hours/ Week	Tutoria I (T) Hours/ Week	Practical (P) Hours/ Week	Total Credits	Actual Percentag of Course out of total Courses
		<u>Core Co</u>	urses				
218UX-4P01	User Research Application	Employability/Skill Development/Entrepre n eurship	2	0	2	3	
21BUX-4P02	Introduction To Interaction Design	Employability	2	0	2	3	
21BUX-4P03	Data Analytics	Skill Development	2	0	2	Kow	71.87 %
21BUX-4P04	Ui Design Advance	Employability/Skill Development/Entrepre n eurship	1	1	veusns lieved	3	
21BUX-4P05	Service Design & Task Flows Advance	Employability	2	0	2	3	
21BUX-4P06	Design Thinking Application	Employability/Skill Development/Entrepre n eurship	2	0	2	3	
21BUX-4P07	Application of 6d	Employability	2	2	2	5	
	Dom	Students will have the option	e Specific Elective ( DSE on to choose any ONE out of ase refer to the Electives' Table)			ives	
	Discipline Specific Elective 1	Employability/Skill Development/Entrepre n eurship	2	1	0	3	18.75%
	Discipline Specific Elective 2	Employability/Skill Development/Entrepre n eurship	2	1	0	3	
	Total Credits for 2 ele					6	
	. /	skill Enhanceme	nt Course (SEC)				
218DS-2P01	Social Media Marketing	Red	1	0	0	1	3.12%
		general elect	ives I ( GE I )				



TDCC	TRANS DISCIPLINARY CERTIFICATE COURSE	l	0	2	2	6.25%
	TOTAL	19	06	08	32	

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#### SEMESTER V

Course Code	Course Title	Employability/Skill Development/Entrepr e neurship	Lectures (L) Hours/ Week	Tutorial (T) Hours/ Week	Practical (P) Hours/ Week	Total Credits	Actual %of Courses out •of total Courses
	1	Core Cor	urses				
21BUX-5P01	Wireframing and Prototyping	Employability/Skill Development/Entrepre n eurship	1	0	2	2	
21BUX-5P02	Visual Design Tools Advance	Skill Development	1	0	2	2.	
21BUX-5P03	Usability Testing	Employability	1	0	2.	2	
21BUX-5P04	Technology in experience Design advance	Employability/Skill Development/Entrepre n eurship	1	2	0	3	68.75 %
21BUX-5P05	UX and Digitisation	Employability/Skill Development/Entrepre n eurship	1	1	0	2	
218UX-SP06	innovation Management	Entrepreneurship	1	1	0	2	
21BUX-5P07	Omnichannel Experience Design	Employability/Skill Development/Entrepre n eurship	1 /3	0	2	2	
	Domain	n Oriented Discipline	<u>Specific Elective ( D</u>	SE) - Four	Id to MEL	ectives	
	<u>\$tu</u>	dents will have the option (Pleas	to choose any ONE out e refer to the Electives' Tob		No Basi	(E)	
Q.	Discipline Specific Elective 1	Employability/Skill Development/Entrepr eneurship	2	1	0	3	-18.25.%
a na an	Discipline Specific Elective 2	Employability/Skill Development/Entrep: eneurship	2	1	0	3	
	Total Credits for 2 e				and the second distance of the	6	
		General elect	ives I ( GE I )				
	HBS Online/MOOC		1	0	2	2	6.25%

	Genera	al electives II ( GE II )				
	TRANS					
70.00	DISCIPLINARY	1	0	2	2	6.25%
TDCC	CERTIFICATE	L	Ū	-		
	COURSE					
	TOTAL	19	06	08	25	

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**Sushant** University





### SEMESTER VI (BDES.UX Programme)

Course Code	Course Title	Employability/Skill Development/Entre preneurship		Tutorial (T) Hours/ Week	Practical (P) Hours/ Week	⊤otal Credits	Actual Percentage of Courses out of total Courses
		Cor	e Course	1		1	
21 BUX -6P01	Ui Development Advance	Skill development	2	0	2	3	92%
21 BUX -6P02	Ux Design For Futuristic Technologies	Employability/Skill Development/Entre preneurship	3	0	0	3	
21 BUX -6P03	Interaction Design Advance	Employability/Skill Development/Entre preneurship	1	1	2	3	
21 BUX -6P04	Ux Design For Rural India	Employability/Skill Development/Entre preneurship	1	2	4	5	
21 BUX -6P05	Industry Specific Ux Design	Entrrepreneurship	0	2	2	3	
	Disciplin Students will. Discipline Specific elective 1	ne Specific Elective <u>have the option to che</u> <u>(Please refer t</u>	ose any ON	Eout of the.	ion Electiv 15 Electives E	es Basket. 3	
,	Discipline Specific elective II		2	1	0	3	
a yan ayal ang da ka makanang sa a		Total Ele	ective Credi	its			6
	Se	ervice Learning/Co	mmunity	Based Cou	ırse		
	والمحمد				N. 4		a man dagan

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Design and Livelihoods	1	0	2	2	8%
TOTAL				25	

## SEMESTER VII (BDES.UX Programme)

Course Code	Course Title	Employability/Skill Development/Entre preneurship		Tutorial (T) Hours/ Week	Practical (P) Hours/ Week	Total Credits	Actual Percentage of Courses out of total Courses
		Co	re Course				
218UX-7P0 1	Business, ux & design management	Entrrepreneurship	2	0	0	2	68%
21BUX7P 02	Product design & life cycle management	Employability/Skill Development/Entro preneurship	1	0	2	2	
218UX7P 03	Gamification & ux	Employability/Skill Development/Entre preneurship		0	2	2	
218UX7P 04	Human machine interface	Employability/Skill Development/Entre preneurship	£	1	0	3	
218UX7P 05	Live project (studio)	Employability/Skill Development/Entr preneurship	5 C	1	.2	3	int Sinus
and the second	Discipl	ine Specific Electiv	es (DSE) = S	Specializat	tion Elective	5	and and a second
	Discipline Specific Elective 1	Employability/Skil Development/Entr preneurship		1	0	3	32%n Lieusns Market
	Discipline Specific Elective 2	Employability/Skil Development/Entr preneurship	1	1.	0	3	

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	Discipline Specific Elective 3	Employability/Skill Development/Entre preneurship		1	0	3	
	Total Credits (for 3	electives)				9	
Generic E	lective II (GE II)						
	HBS Online / MOOC	Employability/Skill Development/Entro preneurship	1	0	2	2	
Generic E	Elective I (GE I)	1					
TDCC	TRANS DISCIPLINARY CERTIFICATE COURSE	Employability/Skill Development/Entro preneurship		0	2	2	
	TOTAL					25	

## SEMESTER VIII (BDES.UX Programme)

Course Code	Course Title	Lectures (L) Hours/ Week	Tutorial (T) Hours/ Week	Practical (P) Hours/ Week	Total Credit s	Actual Percentage of Courses out of total Courses
21BUX -8P01	Internship	0	0	15 weeks	25	1 Full semester
	Total Credits				25	





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Creating Markets, Creating Opportunities

February [28], 2023

SENT VIA EMAIL: Dr. Sanjeev Kumar Sharma Sushant University Sector 55, Golf Course Road, Gurgaon – 122003, Haryana, India

> Re: Amendatory Letter on Renewal of License and Cooperation Agreement IFC Project# 606627

Dear Dr. Sharma:

Reference is made to the License and Cooperation Agreement dated May 18, 2021, (the Agreement"), between Sushant University ("Licensee"), a private university located in Gurgaon, Haryana, India, and International Finance Corporation ("IFC"). Unless otherwise defined in this Amendatory Letter, terms defined in the Agreement shall have the meanings ascribed thereto when used in this Amendatory Letter.

The Licensee and IFC wish to extend the Term of the Agreement. Accordingly, the Parties hereby agree to delete Section 1 of the Agreement in its entirety and insert a new Section 1 as follows:

1. Term: The Term of this Agreement shall be extended until May 17, 2024, unless earlier terminated in accordance with Section 9.1 of the agreement or further extended on written agreement of the Parties; provided that under no circumstances shall this Agreement extend beyond December 31, 2024

Except as otherwise stated in this Amendatory Letter, all terms and conditions of the Agreement shall continue in full force and effect. Nothing herein contained shall be construed or interpreted to have the effect of directly or indirectly modifying or in any manner affecting the validity of any provision of the Agreement other than the provisions that have been specifically amended pursuant to this Amendatory Letter, nor shall anything herein be construed or interpreted as operating a novation with respect to the obligations of the Licensee or IFC.

Please acknowledge your agreement with the terms and conditions of this Amendatory Letter by signing below and returning one signed original to IFC.

Sincerely, CORPORATION INTERNATION INANCE By:

Name: Wendy Jo Werner Title: County Menager, India

chilectur,

Accepted and Agreed: SUSHANT UNIVERSITY

By:

Name: Title: Dr. Sanjeev Kumar Sharma Registrar, Sushant University



## **Designing for Greater Efficiency**

An IFC EDGE Course to Design Resource Efficient Architecture

١,

on behalf of my institution, am willing to get into a License and Cooperation Agreement with International Finance Corporation (IFC), a member of The World Bank Group and agree to offer and deliver the DfGE course to the undergraduate students at my institution through the faculty trained at the ToT program using the course materials provided by IFC. I have gone through IFC's DfGE University Course Information Handout and understand and agree to all the terms and details.

Designation :	PROF. (COL) VIRENDRA KUMAR MALIK			
Signature with Date :	DEAN. Newslutter Dy Febrors	Dean School Of Art & Architecture Sushant University		
Institution Seal		Sector 55, Gurugram		
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			<b>新新建筑</b>	
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	Excellence in For Greater E	Design Ifficiencies		
10 1 0 get	Edea	International Finance Corporation World BANK GROUP		

## **Designing for Greater Efficiency**

An IFC EDGE Course to Design Resource Efficient Architecture

## Training of Trainers (ToT) Program Application Form A [For Institutions]

Full Name of the Institution:	Citeman and at ADT B in white stude
4 ·	SUSHANT SCHOOL OF ART & ARCHITECTURE
Affiliated University :	SUSHANT UNIVERSITY
Telephone Number :	01:2:4 \$171多的564
Email ID :	deanssaa@sushantuniversity-edu.in
Address :	SECTOR 55, GOLF COURSE EXT. ROAD, NEAR SECTOR 54 CHOWK, METRO STATION
City :	GURUGRAM
Country :	INDIA
	faculty of my institution to undertake the Training of Teachers (ToT) program to Efficiency (DfGE) course – an International Finance Corporation (IFC) Initiative. ROBBIN DWIVED(
Designation :	ASSOLIATE PROFESSOR
2. Faculty Name :	SHAHROZ ALAM
Designation :	ASSISTANT PROFESSOR.
3. Faculty Name :	
Designation :	
4. Faculty Name :	
Designation :	
A A F	Excellence to Design For Greater Efficiencies

Creating Markets, Creating Opportunities

### License and Cooperation Agreement

This License and Cooperation Agreement ("Agreement") is entered into and effective as of May , 2021 (the "Effective Date"), by and between International Finance Corporation ("IFC"), an international organization established by Articles of Agreement among its member countries, including the Republic of India, and a member of The World Bank Group ("WBG"), and Sushant University ("Licensee"), a private university located in Gurgaon, Haryana, India. In this Agreement, the term "Parties" is used to refer to IFC and Licensee collectively, and the term "Party" is used to refer to either one of them individually.

WHEREAS, IFC's mission is to promote sustainable private sector investment in developing countries, helping to reduce poverty and improve people's lives, and one of IFC's core strategic priorities is to promote private investment in climate solutions, including green building growth;

WHEREAS, to promote green building growth and increase awareness of and experience with green building design, IFC launched the Green Building Market Transformation Program (such program, including any successor thereto, "<u>GBMTP</u>"), a component of which is Excellence in Design for Greater Efficiencies (including any successor thereto, "<u>EDGE</u>"), an online platform, green building standard and certification system designed to reduce the resource-intensity of building materials;

WHEREAS, as part of the GBMTP, and to promote awareness and understanding of green building among university students, the leaders of tomorrow, IFC has developed (i) a green building course of approximately 20 hours duration, aimed at university students of architecture and engineering and professionals in fields related to sustainable construction (each, a "Target Group"), consisting of a range of digital materials in the form of power point slides, case studies, assignments, and teacher's notes (such course materials, the "<u>Core Content</u>"), and (ii) the EDGE online software application and associated materials available at www.edgebuildings.com or any successor domain (the "<u>EDGE Application</u>");

WHEREAS, Licensee delivers university-level courses in architecture in India and wishes to offer green building design for greater efficiency courses in India (the "<u>Territory</u>") to one or more Target Groups; and

WHEREAS, IFC and Licensee wish to cooperate to (i) train faculty of Licensee to use the Core Content and EDGE Application to deliver university-level green building courses that are based on such materials ("<u>Courses</u>") and (ii) permit Licensee to deliver Courses in the Territory to one or more Target Groups, all on the terms and conditions set forth herein (collectively, the "<u>Project</u>").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

 Term. The term of this Agreement ("<u>Term</u>") shall begin on the Effective Date and shall expire on the one year anniversary of the Effective Date, unless earlier terminated in accordance with Section 9.1



#### 2. Scope of Activities.

#### 2.1. IFC Activities.

a. IFC will provide at least one training session to the Instructor Group (as defined in Section 2.2 below). This training is intended to teach the Instructor Group how to deliver Courses to the relevant Target Groups. IFC will determine the frequency, format, duration, substance, and other specifics of this training in its sole discretion.

b. Upon Licensee's reasonable request, IFC will use reasonable efforts to provide guidance to the Instructor Group on how to create Local Content (as defined below) for the Core Content.

- c. Subject to the terms and conditions of this Agreement and such other terms and conditions as may apply under any applicable terms of use or similar requirements, IFC will provide Licensee with access to the Core Content and the EDGE Application in the manner reasonably determined by IFC (e.g., via the EDGE website, by electronic copy, or by hardcopy).
  - IFC will establish a framework for the Instructor Group and those individuals who enroll or otherwise participate in Courses ("Participants") to give feedback, submit evaluations, and/or take surveys (collectively, "Evaluations") on Courses. Licensee agrees that IFC will have the right to determine the framework for and substance of Evaluations, in IFC's sole discretion, and will have the right to use Evaluations for any lawful purpose, whether during or after the Term. If Licensee collects Evaluations from the Instructor Group or Participants, it will obtain all consents necessary for such use of the Evaluations by IFC. IFC agrees to use reasonable efforts to share with Licensee the information gathered by IFC from Evaluations, provided such sharing is permitted by Applicable Law (defined below) and the applicable consents.

IFC will provide Licensee with a template certificate of completion, which Licensee is permitted to use only for the purpose of generating certificates of completion for Participants who successfully complete all Course requirements.

f. IFC will, and Licensee hereby authorizes IFC to, publicize Licensee's participation in the Project through appropriate channels, as determined by IFC in its sole discretion. Licensee hereby grants to IFC a worldwide, royalty-free basis, sublicensable (through multiple tiers) license to use Licensee's name, trademarks, and logos, as provided by Licensee, for the foregoing purposes. Any goodwill arising from such use of Licensee's name, trademarks and logos shall accrue solely to Licensee.

#### 2.2. Licensee Activities.

a. Promptly after the Effective Date, Licensee will notify IFC in writing of the Licensee representatives that it proposes to serve as instructors for Courses and will make any changes requested by IFC. "Instructor Group" means those Licensee representatives who have been approved by IFC in writing to serve as instructors for Courses. Licensee will ensure that: (i) the Instructor Group consists of at least two (2) Licensee representatives, and that all members of the Instructor Group are faculty members of Licensee unless otherwise agreed in writing by IEC, (ii) by May 22, 2021, all members of the Instructor Group attend at least one of provided training on how to deliver

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Courses, and (iii) all Courses are taught by a member of the Instructor Group to whom IFC has awarded a certificate of completion of such IFC training.

b. During the Term, Licensee will deliver at least one (1) complete Course to universitylevel students of architecture and engineering so that by then end of the Term an aggregate of no less than forty (40) of such students have undertaken the Course. In fulfillment of the foregoing, Licensee will deliver the following Course in the following format, and will not offer any different or additional Courses unless preapproved by IFC in writing:

Course -- Designing for Greater Efficiency Course in In person / Virtual format for senior undergraduate students pursuing B.Arch. degree program

The Course must be offered directly by Licensee and not through a third party and must be targeted toward one or more of the Target Groups. Licensee may offer Courses only within the Territory.

Licensee is permitted to develop Local Content for use in connection with Courses. "Local Content" means locally-specific content (e.g., case studies or information on local regulations) developed by Licensee for use in connection with Courses, that is not a Modification of any Core Content, the EDGE Application, or other IFC Materials (as that term is defined in Section 4.1 below), and that is not based on, and does not otherwise incorporate or derive from, any Core Content, the EDGE Application, or other IFC Materials. Licensee will develop all Local Content in accordance with IFC's reasonable instructions, and all Local Content must be reviewed and approved by IFC prior to use in any Course. As between the Parties, Licensee will own all Local Content. Licensee hereby grants to IFC a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sublicensable (through multiple tiers), transferable license to use, reproduce, distribute, display, perform, prepare derivative works of, and otherwise exploit any and all Local Content for any purpose in connection with IFC's business, including EDGE and GBMTP.

d. Licensee will designate a team of Licensee personnel, which shall include the members of the Instructor Group, to be responsible for Licensee's implementation of the Project and to serve as IFC's primary point of contact for the Project. This team will attend the training provided by IFC pursuant to Section 2.1(a) and will be responsible for overseeing the development of Local Content, if any.

Prior to initiation of any Course, Licensee will submit to IFC a full and complete copy of all materials to be used in connection with that Course) including all Local Content, as well as any other information reasonably requested by IFC related to the Course; and will modify such materials and other aspects of the Course as reasonably requested by IFC.

Licensee will ensure that all Participants who are enrolled in a Course register online as a user of the EDGE Application and note their student status in any such registration.

g Upon IFC's request, Licensee will permit one or more designees of IFC to attend and observe any Courses.

h. Licensee will ensure that, with respect to each Course, the Instructor Group and Participants complete the Evaluation(s) requested by IFC at the following time points,





and, unless otherwise directed by IFC, will deliver a copy of all such Evaluations to IFC promptly after completion: (i) prior to the beginning of the Course, (ii) within seven (7) days after completion of the Course, (iii) six months after Course completion, and (iv) as otherwise reasonably requested by IFC.

Promptly after conclusion of a Course, Licensee will provide to IFC a list of those Participants who successfully completed all Course requirements, and Licensee will create and provide certificates of completion to all such Participants, using the template provided by IFC.

Upon IFC's request, and following the conclusion of each Course, Licensee will promptly provide to IFC a copy of any presentations and other work product generated by the Instructor Group or any Participants (collectively "Course Work"). Licensee hereby grants to IFC a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sublicensable (through multiple tiers), transferable license to use, reproduce, distribute, display, perform, prepare derivative works of, and otherwise exploit any and all Course Work provided to IFC, for any and all purposes in connection with IFC's business, including (EDGE and GBMTP).

k. Licensee will ensure that all Courses are offered in a manner that is compliant with applicable laws) is consistent with the high standards and quality expected of IFC's programs and services, and does not reflect unfavorably upon the reputation or work of IFC or could subject IFC to public disrepute.

2.3. <u>Revenue Share</u>:

j.

If Licensee charges any Participants a fee to enroll or participate in any Courses, then Licensee shall pay to IFC a portion of the gross revenue received by Licensee from such Courses in accordance with the following terms, and the provisions of this Section 2.3 shall apply:

- a. Within thirty (30) days after the end of each calendar quarter, Licensee shall pay IFC an amount equal to twenty five percent (25%) of the gross revenue received by Licensee during such calendar quarter from Courses (the "Revenue Share").
- b. The Revenue Share shall be local-currency denominated but, prior to payment to IFC, converted into U.S. Dollars based on the official exchange rate for purchase of United States Dollars with the currency in question of the Reserve Bank of India on the date of payment.
  - During the Term and for two (2) years thereafter, (i) Licensee shall retain and maintain complete and accurate books and records of the transactions underlying, and the calculation of, the Revenue Share payments payable under this Agreement, and (ii) IFC shall have the right, with at least five (5) days' prior written notice to Licensee, to audit, inspect and make copies of such books and records, which audits shall be during Licensee's normal business hours and no more than once per calendar year unless for cause. In the event any such audit reveals a discrepancy in the amounts owed to IFC from what was actually paid, Licensee shall promptly pay such discrepancy to IFC.

Licensee acknowledges and agrees that IFC, under its Articles of Agreement, specifically Article VI, Section 9, *Immunities from Taxation*, is immune from all tax liability, including withholding obligations.

#### License to Core Content and EDGE Application.

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Subject to the terms and conditions of this Agreement, IFC hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license, effective only during the Term and in the Territory, to access and use the Core Content and EDGE Application solely for the purpose of delivering Courses in connection with the Project and in accordance with the terms and conditions of this Agreement.

3.2. The rights licensed to Licensee in Section 3.1 shall be subject at all times to the following acknowledgements, limitations, and requirements:

Licensee shall not distribute or provide access to the Core Content except (i) to the Instructor Group, Participants, and employees and agents of Licensee for purposes of providing an IFC-approved Course or IFC training for the Instructor Group, provided that all such persons are required to comply with all applicable terms of use, privacy policies and relevant terms of this Agreement, and (ii) as otherwise approved by IFC in writing in advance.

b. Licensee shall not modify, alter, or create derivatives (including translations) ("Modifications") of the Core Content without IFC's prior written approval. Licensee acknowledges and agrees that all Modifications of the Core Content, regardless of the Party generating such Modifications, shall be deemed "Core Content" under this Agreement and shall be solely and exclusively owned by IFC. If IFC approves Licensee to make translations of the Core Content, then: (i) Licensee shall use certified translators reasonably acceptable to IFC and will translate directly from the English version; and (ii) the translation shall be made faithfully and accurately, and no additions, abbreviations or other material alterations shall be made without IFC's prior written consent. Licensee shall be solely responsible for the quality and accuracy of all translations of the Core Content created by or on behalf of Licensee, and for all liabilities that may arise from such translations.

c. Licensee acknowledges and agrees that IFC shall have the right to modify, limit, suspend or cease providing the Core Content or the EDGE Application, in whole or in part, at any time, in IFC's sole discretion. If IFC provides or otherwise makes available to Licensee any modified version of the Core Content or EDGE Application, then Licensee shall thereafter use such modified version in place of any prior versions, unless otherwise directed or agreed by IFC in writing.

d. Licensee shall not use or permit the use of Core Content or the EDGE Application, or any portion, feature or function thereof, for any purpose outside the scope of the Project without IFC's prior written approval.

e. Licensee shall display on all Core Content the copyright and other proprietary rights notices and disclaimers designated by IFC and shall not alter or remove any proprietary notices or legends on or in the Core Content or EDGE Application. To the extent Licensee makes any material contribution of any original work as part of any Modification of any Core Content, IFC will provide proper credit and attribution notices in accordance with prevailing industry practices.

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- f. Licensee shall not reverse engineer, reverse assemble, decompile or otherwise seek to access the source code to the EDGE Application or any Core Content.
- g. Licensee shall not modify, alter, create derivatives or other Modifications of, or distribute the EDGE Application, and no rights to do any of the foregoing are granted to Licensee under this Agreement.
- h. Licensee acknowledges and agrees that its access to and use of the EDGE Application are subject to the terms of use and privacy policy for the EDGE Application, as may be modified by IFC from time to time.

Licensee acknowledges and agrees that any approvals granted by IFC in connection with this Agreement or the Project (including any such approval of Licensee's requests, content, or materials) are not and shall not constitute a guarantee, representation, warranty, or certification of any nature, including any certification of compliance with law, and shall not waive any of Licensee's obligations under this Agreement. Further, IFC's approval of any Licensee submission does not and shall not constitute acceptance of any particular use of such materials, other than for the limited purpose for which such approval was sought.

#### . Ownership of IFC Materials.

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- 4.1 IFC is and shall remain the sole and exclusive owner of all right, title and interest, including all intellectual property and other proprietary rights, in and to: (i) all materials owned or controlled by IFC as of the Effective Date or developed by or on behalf of IFC after the Effective Date; (ii) the Core Content, EDGE Application, and all other materials relating to EDGE or GBMTP; (iii) all other documents, information, data, and materials provided or made available by or on behalf of IFC in connection with this Agreement or the Project; (iv) all trademarks, tradenames, service marks, and logos of IFC, and including all goodwill associated therewith; and (v) all Modifications to any of the foregoing (regardless of the Party that generated such Modifications) (the foregoing collectively, "IFC Materials").
- 4.2. Except as provided in Section 3.1 of this Agreement, no rights or licenses in or to any IFC Materials or other intellectual property of IFC are conveyed or granted by or under this Agreement, and IFC hereby reserves all rights not expressly granted herein.
- 4.3. If Licensee acquires, whether by operation of law or otherwise, any right, title, or interest, including any intellectual property rights, in or to any IFC Materials, including any Modifications thereof, Licensee hereby irrevocably assigns and transfers to IFC all such right, title, and interest (including all intellectual property rights), without further action by either Party, and shall-take or cause to be taken such actions, including the execution and delivery of documents, as may be reasonably requested by IFC to fully effectuate the foregoing assignment.
- 4.4. If Licensee provides or makes available to IFC any suggestions, comments, ideas, or other feedback related to GBMTP, EDGE, Courses, or any IFC Materials (collectively, "Suggestions"), IFC is not required to treat such feedback as Confidential Information of Licensee, and Licensee hereby grants to IFC a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sublicensable (through multiple tiers), transferable license to use, reproduce, distribute, display, perform, prepare derivative works of, and otherwise exploit such Suggestions in any manner, without any obligation to Licensee

**Reporting.** Upon IFC's request, Licensee shall promptly provide to IFC the following information and materials as provided below:

- 5.1. Details of the Course, including the number and type of Participants who may take the course, to be delivered by the Licensee at least 2 months before the Course starts;
- 5.2. The names of the Participants registered for the Course, to be delivered by the Licensee within 1 month of the start of the Course;
  - The names of the Participants who completed the Course, to be delivered by the Licensee within 1 month of the end of the Course;
- 5.4. All Evaluations, to be delivered by the Licensee within 1 week after conclusion of the Course; and
- 5.5. Other updates that provide reasonable detail regarding the status and progress of the Project, its achievements, and challenges, to be delivered by the Licensee at least once per calendar quarter and as otherwise reasonably requested by IFC.

Except for names of the Instructor Group and Participants and personal data as may be contained in Evaluations and Course Work, Licensee shall not provide IFC with any personal data as part of its reporting under this Agreement. For purposes of this Agreement, "personal data" means any information relating to an identified or identifiable individual.

#### Publicity; Access to Information.

- 6.1. Licensee shall not, without the prior written approval of IFC: (i) use any trademark, trade name, service mark, or logo of IFC, or (ii) issue any press release or other public statement concerning this Agreement or the subject matter of this Agreement.
- 6.2. Licensee acknowledges that IFC is subject to the terms and conditions of the IFC Access to Information Policy, a copy of which is publicly available on the IFC website at https://disclosures.ifc.org/ IFC may from time to time make certain Licensee information available to the public in accordance with the terms and conditions of such policy, and Licensee hereby consents to such disclosure. Licensee also consents to the use of its name by IFC to fulfill its reporting obligations under IFC's Articles of Agreement.

#### Confidentiality.

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- 7.1. "Confidential Information" means any and all confidential or proprietary information of a Party (the "Disclosing Party") provided or made available to the other Party (the "Receiving Party"), whether in writing, orally or by observation, in connection with the Project or this Agreement, that is designated as "confidential," "proprietary," or the like, or that should reasonably be understood as confidential or proprietary under the circumstances. The terms and conditions of this Agreement shall constitute Confidential Information of IFC.
- 7.2. To the extent any Confidential Information is provided hereunder, the Receiving Party may use such Confidential Information of the Disclosing Party only to the limited extent necessary to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall not disclose Confidential Information to any party other than (a) to

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its officers, directors, employees, agents and professional advisors who have a need to know such information in connection with this Agreement or the Project, and who are bound by confidentiality obligations at least as protective of the Disclosing Party's Confidential Information as those set forth herein and (b) in connection with the Receiving Party's tax and other regulatory filings under Applicable Law. The Receiving Party shall use the same degree of care it uses to protect its own proprietary information, but no less than reasonable care, to prevent improper use or disclosure of the Disclosing Party's Confidential Information.

The obligations of confidentiality set forth in this Article 7 shall not apply to information that: (a) is available to the public through no act or omission of the Receiving Party; (b) is developed independently by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is already known, without obligations of confidentiality, by the Receiving Party when disclosed by the Disclosing Party; (d) is rightfully obtained by the Receiving Party from a third party, without obligations of confidentiality; or (e) is approved for public disclosure by the prior written authorization of the Disclosing Party. The Receiving Party shall have the burden of proving that information falls within one of the foregoing exceptions.

Notwithstanding other provisions of this Agreement, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent, and to the persons or entities, required by a judicial or governmental order or other Applicable Law, provided that the Receiving Party: (a) first gives prompt notice of such disclosure requirement to the Disclosing Party so as to enable the Disclosing Party to seek any limitations on or exemptions from such disclosure requirement, (b) reasonably cooperates at the Disclosing Party's request and expense in any such efforts by the Disclosing Party, and (c) only discloses that portion of such Confidential Information as is legally required.

Additional Representations and Warranties.

- 8.1. Each Party represents and warrants to the other that: (i) it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder, and (ii) the execution, delivery and performance of this Agreement by such Party will not violate or breach any obligation of such Party to any third party, or any Applicable Law.
- 8.2. Licensee represents, warrants, and covenants that it has and will maintain all government approvals and permits necessary to perform its obligations and to exercise its rights hereunder. Licensee further represents and warrants that it has and will have sufficient rights, including all necessary individual, governmental, and other third party consents, to: (i) provide the information that is provided to IFC hereunder regarding the Participants and Instructor Group (including any names and other personal data), (ii) provide all Evaluations and Participant Work to IFC, (iii) grant the rights, licenses, and authorizations granted to IFC herein (including with respect to Evaluations, Course Work, and Local Content), and (iv) assign Modifications to IFC in accordance with this Agreement.
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NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE CORE CONTENT, EDGE APPLICATION, AND ALL OTHER IFC MATERIALS AND SERVICES PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF IFC IN CONNECTION WITH THIS AGREEMENT OR THE PROJECT ARE PROVIDED AS-IS AND AS-AVAILABLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS,

IMPLIED, STATUTORY, OR OTHERWISE, AND IFC HEREBY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATION OR WARRANTY OF ACCURACY, COMPLETENESS, QUALITY, PERFORMANCE, AVAILABILITY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. IFC DOES NOT WARRANT THAT USE OF THE CORE CONTENT, EDGE APPLICATION, OR OTHER IFC MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, IN ADDITION, IFC DOES NOT WARRANT THAT THE CORE CONTENT, EDGE APPLICATION, OTHER IFC MATERIALS, OR THE USE OF ANY OF THE FOREGOING, OR ANY SERVICES PROVIDED BY IFC HEREUNDER, MEET THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL REGULATIONS OR GUIDELINES. LICENSEE ACKNOWLEDGES THAT IT HAS AN INDEPENDENT OBLIGATION TO COMPLY WITH, AND SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH, APPLICABLE LAWS, RULES, AND REGULATIONS.

8.4. LICENSEE IS SOLELY RESPONSIBLE FOR ALL LOCAL CONTENT, AND FOR ALL MODIFICATIONS OF THE CORE CONTENT GENERATED BY OR ON BEHALF OF LICENSEE, AND FOR ALL OTHER CONTENT AND MATERIALS PROVIDED BY OR THROUGH LICENSEE IN CONNECTION WITH THIS AGREEMENT OR THE PROJECT.

#### Termination.

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Termination. This Agreement may be terminated (i) by either Party for any reason upon at least thirty (30) days' prior written notice to the other Party; (ii) by either Party immediately upon written notice if the other Party or any of its personnel are involved in any incident, scandal, or activity that in the reasonable and good faith opinion of the terminating Party could adversely affect the reputation, image, mission, or integrity of such Party (or, in the case of IFC, any members of the WBG); or (iii) by either Party immediately upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) business days following receipt of written notice setting forth in reasonable detail the elements of such breach.

Effect of Termination. Upon termination or expiration of this Agreement, all rights and licenses granted to Licensee hereunder shall automatically terminate, Licensee shall immediately cease (and cause its personnel to cease) any and all use of the Core Content, EDGE Application (except for individual use in accordance with the applicable terms and conditions therefor), and other IFC Materials, and each Party shall promptly return or destroy all Confidential Information of the other Party; provided that if IFC terminates this Agreement pursuant to clause 9.1(i) above and a Course is in progress on the effective date of such termination, Licensee's license to use the Core Content and EDGE Application shall continue for the limited duration of that specific Course, and Licensee may, subject to the terms and conditions of this Agreement, continue to use the Core Content and EDGE Application only to complete the delivery of that Course in accordance with this Agreement.

Survival. Notwithstanding expiration or termination of this Agreement for any reason, rights and obligations, which by their nature should survive, will remain in full force and effect. In particular, the licenses granted to IFC hereunder and Sections 2.2(h), 2.3, 4, 5.4, 6, 7, 8.2 - 8.4, 9.2, and 10 - 24 will survive the expiration or termination of this Agreement.

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Each Party shall carry out its respective roles and responsibilities under this Agreement in compliance with Applicable Law. As used in this Agreement, "<u>Applicable Law</u>" means all applicable statutes, rules, regulations, treaties, codes, and other laws and requirements of any applicable federal, national, supranational; regional, state, provincial or local regulatory agencies, departments, bureaus, commissions, councils; courts, tribunals, or other government entities.

Licensee represents, warrants and covenants that it will not engage in any Corrupt Practices, Fraudulent Practices, Coercive Practices, Collusive Practices, or Obstructive Practices, as each of the foregoing terms is defined in <u>Annex A</u> attached hereto and made a part hereof. Without limiting the foregoing, Licensee shall maintain an integrity risk management program, including screening procedures and counterparty due diligence, consistent with its business profile, in compliance with national laws and in furtherance of international best practices, to identify, assess and manage the Integrity Risks and potential Integrity Risks of Licensee. For purposes of this provision, "<u>Integrity Risks</u>" means any event, circumstance or transaction with respect to Licensee's arrangements, understandings or transactions in connection with this Agreement or the Project, in which any of the key parties have been or are engaged in illegal or improper activities or activities that might result in a legal or reputation risk to Licensee or IFC.

TO THE MAXIMUM EXTENT PERMITTED BY DISCLAIMER OF DAMAGES. APPLICABLE LAW, NEITHER IFC NOR ANY MEMBER OF THE WBG SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR ANY OTHER TYPE OF DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OR NON-USE OF THE CORE CONTENT, EDGE APPLICATION, OR OTHER IFC MATERIALS BY LICENSEE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSTRUCTOR GROUP, PARTICIPANTS, OR OTHER STUDENTS, REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHER ACTION, AND REGARDLESS OF WHETHER LICENSEE HAS INFORMED IFC OF ANY POSSIBLE DAMAGES. IN NO EVENT SHALL IFC HAVE ANY LIABILITY FOR ANY THIRD-PARTY LOSSES, CLAIMS OR DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF LICENSEE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY OF IFC UNDER THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000.00).

Indemnification. Licensee shall indemnify, defend and hold harmless IFC, the other members of the WBG and each of IFC's and each other member of the WBG's officers, directors, employees, agents, partners, and contractors (collectively, the "IFC Parties") from and against any and all liabilities, damages; losses, awards, judgments, taxes, costs and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any claims, demands, suits, actions, or proceedings of a third party arising out of or relating to any of the following (whether actual or alleged): (i) Licensee's breach of any of its representations, warranties, covenants or obligations under this Agreement, including any violation of Applicable Law; (ii) Licensee's or any of its personnel's acts or omissions in connection with this Agreement or the Project; or (iii) the infringement, misappropriation, or other violation of the intellectual property, proprietary, or other rights of a third party by any Local Content, Modifications, or other content or materials generated

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or provided by or on behalf of Licensee in connection with this Agreement or the Project, or by the use of any of the foregoing. The IFC Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Licensee, and Licensee shall not in any event settle any matter without the written consent of the indemnified IFC Parties.

Relationship of Parties. The Parties shall be deemed independent contractors and nothing in this Agreement shall be construed to make IFC or Licensee an agent, employee, joint venturer, partner; franchisee-franchisor or legal representative of the other.

Authority; Binding Nature of Agreement. Each Party represents and warrants that the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

**Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of New York, U.S.A., without giving effect to its principles of conflict of laws. This Agreement, at the option of IFC, may be enforced against Licensee in the state or federal courts of New York, the courts of the country in which Licensee is domiciled, or any other appropriate jurisdiction, or concurrently in more than one jurisdiction. Subject to the foregoing option of IFC, any controversy or claim arising out of or relating to this Agreement, or that contests the validity of this Agreement, shall be settled only by arbitration in accordance with the UNCITRAL Arbitration Rules from time to time in force. The place of arbitration shall be New York, New York and the arbitration shall be conducted in English. The Parties hereby waive any rights under any Applicable Law to appeal any arbitration award or to seek determination of a preliminary point of law with respect to such proceedings. Notwithstanding the foregoing, IFC shall have the right to seek interim, provisional or other equitable relief, including temporary or permanent injunctive relief, as necessary to protect its interests.

- 16. Reservation of Immunities. Nothing in this Agreement and no submission by IFC to arbitration shall be construed as a waiver, renunciation or modification of any immunities, privileges or exemptions of IFC accorded under its Articles of Agreement, international convention or any Applicable Law. Such immunities, privileges or exemptions are specifically reserved.
- 17. Interpretation. The headings of this Agreement are for convenience of reference only and do not define, describe, extend or limit the scope or intent of this Agreement or the scope or intent of any provision contained in this Agreement. The term "including" or "includes" as used in this Agreement means including, without limiting the generality of any description preceding such term. The wording of this Agreement shall be deemed to be the wording mutually chosen by the Parties and no rule of strict construction shall be applied against either Party.
- 18. Notices. All notices sent under this Agreement shall be (i) in writing and sent by fax or email, with a copy sent concurrently by certified mail, return receipt requested; or (ii) delivered by prepaid overnight courier. Notices shall be sent to the Parties at the following addresses or such other addresses as the Parties subsequently may provide:

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International Finance Corporation Climate Business Department 2121 Pennsylvania Avenue

Attention: Telephone: Email: Washington, DC 20433 Shari Friedman, Acting Manager +202-473-1806 sfriedman1@ifc.org

If to Licensee: Attention: Telephone: Email:

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Sushant University Sector 55, Golf Course Road, Gurgaon – 122003, Haryana, India Dr. Sanjeev Kumar Sharma +91 97118 06766 registrar@sushantuniversity.edu.in

Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or enforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof. In addition, the Parties shall negotiate in good faith on replacement language intended to express the Parties' intent in a manner that is valid and enforceable.

**Non-Waiver; Force Majeure.** No failure or delay on the part of either Party in the exercise of any right hereunder shall operate as a waiver thereof. No single or partial exercise of any right hereunder shall operate as a waiver of such right or any other right. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. Except with respect to any obligation to pay amounts due under the terms of this Agreement, neither Party shall be liable to the other for any delay or failure to fulfill its obligations under this Agreement to the extent that any such delay or failure arises from causes beyond its control, including but not limited to, epidemics or pandemics, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, strike, lockout or industrial disputes.

- 21. Cumulative Remedies. To the fullest extent permitted by Applicable Law, all rights and remedies provided herein are cumulative and in addition to, and not in lieu of, any other right or remedy now or hereafter available to either Party at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or remedy.
- 22. Assignment. Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of IFC. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.
- 23. Entire Agreement; Modification. This Agreement and the exhibits attached hereto constitute the complete and exclusive statement of the agreement between IFC and Licensee with respect to the subject matter hereof and supersedes all other agreements with respect to the subject matter hereof. This Agreement may be modified or amended only by written agreement of the Parties.
- 24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute a single agreement.

[Signature page follows]

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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

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## INTERNATIONAL FINANCE CORPORATION

By

Name: Shari Friedman

New York Party Party

Title: Acting Manager, Climate Business Department

SUSHANT UNIVERSITY By

Name: Dr. Sanjeev Kumar Sharma

Title: Registrar, Sushant University

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#### ANNEX A

## ANTI-CORRUPTION GUIDELINES

#### FOR

#### IFC TRANSACTIONS

The purpose of these Guidelines is to clarify the meaning of the terms "Corrupt Practices", "Fraudulent Practices", "Coercive Practices," "Collusive Practices" and "Obstructive Practices" in the context of IFC operations.

### CORRUPT PRACTICES.

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A "Corrupt Practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

#### INTERPRETATION

A. Corrupt practices are understood as kickbacks and bribery. The conduct in question must involve the use of improper means (such as bribery) to violate or derogate a duty owed by the recipient in order for the payor to obtain an undue advantage or to avoid an obligation. Antitrust, securities and other violations of law that are not of this nature are excluded from the definition of corrupt practices.

It is acknowledged that foreign investment agreements, concessions and other types of contracts commonly require investors to make contributions for bona fide social development purposes or to provide funding for infrastructure unrelated to the project. Similarly, investors are often required or expected to make contributions to bona fide local charities. These practices are not viewed as Corrupt Practices for purposes of these definitions, so long as they are permitted under local law and fully disclosed in the payor's books and records. Similarly, an investor will not be held liable for corrupt or fraudulent practices committed by entities that administer bona fide social development funds or charitable contributions.

In the context of conduct between private parties, the offering, giving, receiving or soliciting of corporate hospitality and gifts that are customary by internationally-accepted industry standards shall not constitute corrupt practices unless the action violates applicable law.

Payment by private sector persons of the reasonable travel and entertainment expenses of public officials that are consistent with existing practice under relevant law and international conventions will not be viewed as Corrupt Practices.

For the purposes of The World Bank Group does not condone facilitation payments. implementation, the interpretation of "Corrupt Practices" relating to facilitation payments will take into account relevant law and international conventions pertaining to corruption.

#### FRAUDULENT PRACTICES. 2.

A "Fraudulent Practice" is any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

#### INTERPRETATION.

An action, omission, or misrepresentation will be regarded as made recklessly if it is made with reckless indifference as to whether it is true or false. Mere inaccuracy in such information, committed through simple negligence, is not enough to constitute a "Fraudulent Practice" for purposes of World Bank Group sanctions.

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Fraudulent Practices are intended to cover actions or omissions that are directed to or against a World Bank Group entity. It also covers Fraudulent Practices directed to or against a World Bank Group member country in connection with the award or implementation of a government contract or concession in a project financed by the World Bank Group. Frauds on other third parties are not condoned but are not specifically sanctioned in IFC, MIGA, or PRG operations. Similarly, other illegal behavior is not condoned, but will not be sanctioned as a Fraudulent Practice under the World Bank sanctions program as applicable to IFC, MIGA and PRG operations.

## 3. COERCIVE PRACTICES.

A "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party on the property of the party to influence improperly the actions of a party.

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#### INTERPRETATION:

And Coercive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

.B. Coercive Practices are threatened or actual illegal actions such as personal injury or abduction, damage to property, or injury to legally recognizable interests, in order to obtain an undue advantage or to avoid an obligation. It is not intended to cover hard bargaining, the exercise of legal or contractual remedies or litigation.

## 4. COLLUSIVE PRACTICES.

A "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

INTERPRETATION.

Collusive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

#### OBSTRUCTIVE PRACTICES. 5.

An "Obstructive Practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of IFC's access to contractually required information in connection with a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice .

#### INTERPRETATION.

Any action legally or otherwise properly taken by a party to maintain or preserve its regulatory, legal or constitutional rights such as the attorney-client privilege, regardless of whether such action had the effect of impeding an investigation, does not constitute an Obstructive Practice.

## GENERAL INTERPRETATION.

A person should not be liable for actions taken by unrelated third parties unless the first party participated in the prohibited act in question.

-15-



DOMUS ACADEMY MILANO



International Cooperation Agreement

#### between

#### Domus Academy, Italy

and

### Sushant University, India for

# Fast Track Admission into DA Master's Programmes and collaboration proposals

#### 1. The Parties

The Parties to this Agreement are:

<u>A.</u> <u>NUOVA ACCADEMIA SRL</u> (also trading under the name of **Domus Academy**), a company incorporated under the laws of Italy with its registered office in Milan, Italy, Via Darwin 20, (hereinafter also called **"DA"**), And

**<u>B.</u>** Sushant University having its office at Sector 55, Golf Course Road Gurugram, Haryana 122003, India, India (hereinafter also called "SUSHANT UNIVERSITY")

Hereinafter also 'Party" or jointly 'Parties'.

The Parties desire to establish a partnership based on the common interest of promoting international education through the development of academic and other scholarly programs.

#### 2. The purpose of this Agreement

The purpose of this Agreement is to cooperate in the development of a Fast Track Academic Articulation through which SUSHANT UNIVERSITY undergraduate-level students who accomplish DA entry requirements for entry into its Academic







Master's Degree would be eligible for admission and enrollment at DA and having thus the chance to have their studies at DA postgraduate-level programs, leading to the Academic Master's Degree at DA. The students will be awarded a DA Academic Master Degree in their field of study once they successfully complete their 1-year study path and earn enough academic credits (60 ECTS). Students choosing the Double Award Master Program will receive both the Academic Master I level and the Master of Arts (90 ECTS) validated by Regent's University London.

Students will also have the possibility to access the innovative DA Master of Arts (2 years program, 120 ECTS) in "Design Innovation" and "Fashion: Design, Art & Technology" starting from 23/24.

The Parties agree that additional opportunities for SUSHANT UNIVERSITY students can be made available from Domus Academy: Semester Programmes (integrated or dedicated), tailored Summer Programmes, (tailored) Design Experience Programmes.

# 3. Fast Admissions Track from SUSHANT UNIVERSITY to DA

SUSHANT UNIVERSITY Undegraduate Programs involved into this academic articulation are:

#### CREATIVE CLUSTER SCHOOLS

School of Design – B. Des (all programmes)

School of Arts and Architechture – B. Arch (all programmes)

DA Programs involved into this academic articulation are:

- All DA 1-year Academic Master Programs (please refer to full list of Programs for academic year 2022/2023 in Annex 1)
- All DA Double Award Master Programs (please refer to full list of Programs for academic year 2022/2023 in Annex 1)

DA 2-year Master of Arts Programs that will run starting from the academic year 2023/24 (please refer to full list of Programs for academic year 2023/24 in Annex 1)

Any further Programs might be added in the future upon mutual agreement between the Parties.





# **Sushant** University

Both SUSHANT UNIVERSITY and DA will collaborate in identifying, advising, and admitting qualified students for successful transitions from undergraduate-level studies at SUSHANT UNIVERSITY to postgraduate-level studies at DA.

Operational and Financial details are specified in the Annex 1 and 2

# 3a. DA Admission Requirements

The admission requirements for admission into their postgraduate-level Programs determined by DA are as follows:

- A) At least 15 years of previous education. See also below point B.
- B) Holding a first level academic degree (Bachelor degree or academic diploma) in fields related to the selected study program is needed for evaluation to Degree Programmes at Domus Academy. In the absence of a recognized and accredited degree, applicants will be evaluated on the Diploma pathway as determined by Domus Academy with SUSHANT UNIVERSITY.

C) Applicants are required to submit evidence of their English language knowledge on entry. The language certificate (IELTS 5.0 or equivalent for Academic Master and 2-year Master of Arts; IELTS 5.5 or equivalent for Double Award master Programs) shall be submitted before the beginning of the program according to the rules settled by DA International Admissions Office and should not be older than 2 years.

D) Applicants have never been punished for discipline violation during their undergraduate-level studies at SUSHANT UNIVERSITY.

# 3b. Fast Track Admission

DA application dossier to be submitted by SUSHANT UNIVERSITY undergraduatelevel graduates for admission into DA master-level program includes:

Application form Curriculum vitae/resume

Artistic and professional portfolio of projects (not mandatory for Business Design, Service Design, Luxury Brand Management, Fashion Management)





Motivation letter

Academic transcript/Marksheet of previous studies, translated into English/Italian, listing subjects and exams, with corresponding number of hours/credits

Copy of Bachelor Degree/Academic diploma translated into English/Italian

Documentation regarding further courses or seminars attended (if available)

Certificate attesting the knowledge of English Language. English language requirement: IELTS 5.0 or equivalent for Academic Master and 2-year Master of Arts; IELTS 5.5 or equivalent for Double Award master Programs

Copy of passport

2 reference letters if applying for Double Award Programs

DA will review applications of candidates selected by SUSHANT UNIVERSITY. DA may interview candidates and/or require student portfolio of projects (or project assignment). The final decision regarding admission to the relevant program is at the discretion of DA program selectors.

#### 3c. Applications for admission

Applications for admission will be considered complete upon receipt of DA application dossier as listed in clause 3b.

Students can be admitted in the September, November and February intakes for DA Academic Master Programs and Double Award Master Programs.

Students can be admitted in the October intake for DA 2-year Master of Arts Programs.

# 4. SUSHANT UNIVERSITY students dedicated scholarship

Domus Academy will grant special Scholarships for talented SUSHANT UNIVERSITY students. In particular the following scholarships can be delivered all across the Academic year and will enable students to enter into Domus Academy September-November and February intakes.

Scholarships for DA one-year Academic Master's Programmes and Double Award Master's Programmes are 03 in total per academic year:





# **Sushant** University

- 1 scholarships at 35%
- 1 scholarships at 30%
- 1 scholarships at 25% Domus Academy will grant 2 additional 25%

scholarships in total per academic year

to be applied <u>on the tuition fee of the first year</u> of our 2 new 2-year Master of Arts Programmes that will be running starting from 2nd October 2023:

- 2-year Master of Arts in "Fashion: Design, Art & Technology"
- 2-year Master of Arts in "Design Innovation"

Scholarships can't be added to other offers in place with SUSHANT UNIVERSITY (i.e. fast track)

The Parties agree scholarships can be offered also to SUSHANT UNIVERSITY alumni.

Domus Academy will review the applications of the candidates selected by SUSHANT UNIVERSITY.

The final decision regarding admission to the relevant programme is at the discretion of DA programme selectors.

# 5. Semester Abroad

SUSHANT UNIVERSITY postgraduate students or students in their 4th year of a 4year undergraduate program (upon meeting Integrated Semester Program specific admission requirements and undergoing and interview with DA Program Leaders) will have the possibility to join the first two modules of our existing Master programmes (called Integrated Semesters) or to have a dedicated (customized) semester if a minimum number of 15 students is granted.

# CREATIVE CLUSTER SCHOOLS

School of Design – B. Des ( all programmes)

School of Arts and Architechture - B. Arch (all programmes)



# **Sushant** University

Operational and Financial details are specified in the Annex 1 and 2

# 6. Summer Programs

SUSHANT UNIVERSITY students will have the possibility to join DA Summer Programs.

DA offers 2-week summer programmes in the second half of June or first half of July.

Each program includes 60 hours of lesson from Monday to Friday. DA will develop the content of the course based on SUSHANT UNIVERSITY requirements. Other periods and formats can be developed upon mutual agreement between DA and SUSHANT UNIVERSITY.

Financial Details are specified in Annex 2.

# 7. Talks, lectures and other



Domus Academy will give access to SUSHANT UNIVERSITY faculty and students to its online "Disrupting Pattern Talk" series and "Connecting the Dots" webinars.

Any visiting lecturers / visiting scholars projects between the parties have to be specifically agreed upon by Domus Academy and SUSHANT UNIVERSITY.

# 8. Active promotion

Domus Academy will do active promotion of their programmes directly to SUSHANT **UNIVERSITY** students, through visits or online presentations. SUSHANT UNIVERSITY will favour and support DA's promotional activities. Dates and activities to be agreed mutually.

The parties can share joint activities to promote their partnership through their respective channels.

# 9. General responsibilities of both parties

9.1 Each party will co-operate in a spirit that is open and transparent.







9.2 Each party will only be liable for its own acts and omissions.

9.3 Each party will be responsible for complying with all applicable statutory, legislative, regulatory, financial and all other legal and related requirements and also any liabilities pertaining to its own operational, student-related and other obligations under this agreement.

9.4 Each party shall have conduct of disputes and/or litigation arising from its own acts or omissions, for which it shall be liable.

9.5 Each party shall indemnify the other against liabilities arising for matters within its own control.

9.6 Each party is required to act only within its powers and constitution and each shall solely be liable for any breach of this requirement.

# 9a Responsibilities of SUSHANT UNIVERSITY

SUSHANT UNIVERSITY will cooperate with DA to periodically evaluate the implementation of this agreement and agree revisions where these are deemed as appropriate by both Parties. SUSHANT UNIVERSITY will advise DA in advance of any proposed changes affecting standards, quality, learning resources, or student intake associated with the provision. DA will have the right to review the terms and conditions of this agreement to reflect any such changes.

SUSHANT UNIVERSITY is responsible for SUSHANT UNIVERSITY teaching and learning strategy when students are studying at SUSHANT UNIVERSITY.

# 9b Responsibilities of DA

DA will cooperate with SUSHANT UNIVERSITY to periodically evaluate the implementation of this agreement and agree revisions where these are deemed as appropriate by both Parties. DA will indicate a representative person who will be in close communication with SUSHANT UNIVERSITY representative person in the cooperation periods.

DA will provide SUSHANT UNIVERSITY with publicity information describing relevant academic programs and opportunities and support for students at DA. DA is responsible for DA teaching and learning strategy when students are studying at DA.







# 10. Provision of information

Each Party will maintain proper records relating to its responsibilities and obligations under this agreement.

Each Party will provide information necessary, and as requested by the other to enable the effective operation and development of the collaboration.

Each Party will treat information provided by the other as confidential and will not divulge it to any third party without the prior approval of the other party to this agreement.

#### **10. Financial arrangements**

Details about all financial arrangements associated with this Articulation Agreement are covered in the "Annex 2 - Financial details".

#### 11. Intellectual property considerations

All background intellectual property being intellectual property in existence prior to the agreement and owned by a party to the agreement shall remain the property of that party and shall not be used other than for the purposes of the Agreement without the express permission of the owning party. Provided that all such background intellectual property will be treated in strictest confidence by all recipients thereto.

All foreground intellectual property being intellectual property that arises from work undertaken under the agreement shall be owned by the party or parties who can claim a direct intellectual input to the resultant technology, design or copyright work.

## 12. Publicity and promotional materials

Neither party may use the institutional name or logo of the other without prior written approval. Such approval will require submission of draft copy and a listing of proposed destinations of the publicity. If the proposed publicity is not in the English language, an authorized translation shall be provided.

Either party may make reference to the existence of this agreement provided such reference clearly describes the nature and extent of the agreement and does not make misleading claims or comments regarding standards, quality or services.





# 13. Legal jurisdiction

Both parties agree that the Law of Republic of Italy applies to activities within Italy and the Law of the Repuplic of India applies to activities within India.

# 14. Period of validity of the agreement

This agreement shall commence on the date of signature and be valid for three (3) years. Either institution may, by written notice of six (6) months, give notice to the other of its intention to terminate this agreement. This agreement shall automatically renew, unless written notice to terminate is given by either or both institutions. The effectiveness of the collaboration will be reviewed by both Parties no later than 6 months prior to the scheduled expiry date. The collaboration may be terminated by mutual agreement following the review.

Any other revision, modification, or extension shall be in writing and by mutual agreement.

#### 15. Termination and disputes

15.1. Either party may terminate this Agreement by registered letter giving 6 (six) months' notice. Following receipt of such notice the termination process would be planned in ways that take account of the concerns and situation of the students who had commenced their studies at DA.

Should any dispute arise relating to this collaboration the respective coordinator will attempt to seek resolution acceptable to their organization. Should the coordinator fail to achieve resolution, the Managing Director of DA and the Director of SUSHANT UNIVERSITY will nominate individuals or parties who will be empowered to seek a resolution.

15.2. If this agreement is terminated as set out in Clause 15.1, it is agreed by the parties that any student, who at the date of termination has been accepted into the program and has commenced studies, may complete the program under the terms of this agreement.



# **Sushant** University

#### 16. Confidentiality

Each Party shall maintain in confidence all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party, except to those of its employees and contractors as necessary in connection with such Party's activities as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information, each Party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care. Each Party shall ensure that each of its employees and contractors holds in confidence and makes no use of the Confidential Information of the other Party for any purpose other than those permitted under this Agreement or otherwise required by law.

Exceptions. The obligation of confidentiality contained in this Agreement shall not apply to the extent that (i) either Party is required to disclose information by order or regulation of a governmental agency, stock exchange, or a court of competent jurisdiction; provided, however, that such Party shall not make any such disclosure without first notifying the other Party (when legally permissible) and allowing the other Party a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure, or (ii) such Party can demonstrate that (a) the disclosed information was at the time of such disclosure to such Party already in (or thereafter enters) the public domain other than as a result of actions of such Party or its employees and contractors in violation hereof; or (b) the disclosed information was received by such Party on an unrestricted basis from a source unrelated to any Party to this Agreement and not under a duty of confidentiality to the other Party.

Injunctive Relief. Each Party acknowledges and confirms that the Confidential Information constitutes proprietary information or trade secrets valuable to the other Party, and that the unauthorized use, loss or outside disclosure of such Confidential Information shall be presumed to cause irreparable injury to the other Party. Each Party acknowledges that monetary damages are not a sufficient remedy for unauthorized disclosure of Confidential Information of the other Party and that the other Party shall be entitled, without waiving other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

<u>Return of Information.</u> Without prejudice to any other rights provided herein upon termination of this Agreement, each Party shall return to the other Party or destroy





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all Confidential Information of the other Party in its possession or control, including any copies or reproductions thereof.

# 17. Anti-Bribery and Corruption (Code of Conduct)

Supplier and each of its agents, employees, and subcontractors working under this Agreement will comply with current Code of Conduct and Ethics for Suppliers (the Code). The most current version of the Code can always be found at <a href="http://www.domusacademy.com/governance">http://www.domusacademy.com/governance</a>

#### 18. Miscellaneous

1

Future collaboration not contemplated in this Agreement will be discussed by both Parties and agreement will be made upon a mutual consent basis.

<u>Assignment</u>. Parties may not assign or otherwise transfer this Agreement without the prior written consent of the other Party.

Notices. All notices, consents, requests, demands, offers, reports and other communications shall be in writing and shall be deemed to have been duly given for all purposes when: (i) deposited with an internationally recognized overnight delivery service such as, by way of example and without limitation, Federal Express or UPS, or (ii) delivered by hand to the respective principal offices of the Parties. Any notice under this Agreement shall be addressed as follows:

## If to DA:

Domus Academy, Via Darwin 20, 20143 Milano Italy.

Attention to: Evelina Scrivani, International Partnerships and Special Programs Manager

evelina.scrivani@domusacademy.it

If to Sushant University:

Sushant University, Golf Course Rd, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003, India

Attention to: Dr Koshalpreet Kaur, Professor and Associate Dean School of Design koshalpreetkaur@sushantuniversity.edu.in



# **Sushant** University

<u>Amendment</u>. This **Agreement** may not be amended or modified except by an instrument in writing signed by authorized representatives of each Party.

<u>No Waiver</u>. The failure of either Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all Parties hereto.

<u>Severability</u>. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

<u>Section Headings</u>. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of the Agreement.

<u>Counterparts</u>. This Agreement may be executed in one or more counterparts, and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.







List of Annexes to this Agreement:

Annex 1: DA Academic Offering at postgraduate level for academic year 2022/2023

Annex 2: Financial details

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of each of its clauses, and agree to carry out the actions necessary to implement it. Two copies of this document in English of equal effect will be signed.

Nuova Accademia S. A. (Domus Academy) 12

By: Giorgio Lospennato Title: Domus Academy Managing Director Date: 06/03/2023

Sushant University

By: Dr. Sanjeev Kumar Sharma Title: Pro-vice Chancellor & Registrar Date:





# University

# Annex 1.

# DA Academic Offering at postgraduate level for academic year 2022/2023

# DA Academic Master Programmes and Double Award Master Programmes

#### Design Area

#### Master in Interior & Living Design

- Master in Product Design
- Mastèr in Urban Vision & Architectural Design

#### Experience Area

- Master in Interaction Design
- Master in Service Design
- Master in Visual Brand Design

## **Eashion Area**

- Master in Fashion Design
- Master in Fashion Management
- Master in Fashion Styling & Visual Merchandising

# **Business Area**

- Master in Business Design
- Master in Luxury Brand Management

# DA Master of Arts (120ECTS, 24 months) Programmes (from academic year 2023/24)

- Master in Design Innovation
- Master in Fashion: Design, Art and Technology





# Annex 2. Financial details

- 1. Neither Party may incur, commit or authorize financial expenditure on behalf of the other.
- 2. Each Party will be responsible for its own costs associated with any activities relating to this agreement.
- \* 3. This financial agreement will be valid for 3 academic years, which applies to students matriculating at DA from 2022/2023 to 2025/2026.
  - DA will assure the 15% reduction on the official tuition fee and 100% application fee waiver to SUSHANT UNIVERSITY graduates admitted to DA Master Programs.
  - The standard integrated semester program price at DA is 8.500€
  - The integrated semester program price granted to SUSHANT UNIVERSITY students (or alumni) is 7.000€. The price for a dedicated (customized) semester program will be 5.700€ per participant with a minimum requirements of 15 students participating.
  - The price per student for a 2-week dedicated summer program 60 hours of classes) is 1.900€. It includes lunch from Monday to Friday and 4 visits. The minimum number of students to run the course is 15. Maximum number of participants is 25.
  - 4. The fees per student will be based on Euro.

The tuition fee includes the fees for the program as well as on-site academic advising and support, and course work materials if and when required. The tuition fee does not include if students will need to purchase material or suggested reading books for their own course projects.

- 5. Students will be responsible for paying all tuition fees, travel, accommodation, living expenses and other expenses associated with their studies at DA, including materials fees.
- 6. SUSHANT UNIVERSITY will be responsible for paying, or ascertaining the funding for, accommodation, living expenses air fares, other travel and other associated costs for any visiting scholars who elect to spend time in DA.
- 7 This agreement shall commence on the date of signature and be valid for three (3) years. Either institution may, by written notice of six (6) months, sive notice to the other of its intention to terminate this agreement. This agreement shall



# University

automatically renew, unless written notice to terminate is given by either or both institutions.

8. This financial agreement will be invalid when the Articulation Agreement is terminated. Further information about the Termination and disputes can be found in the "Paragraph 15 - Termination and disputes" of the present Agreement

Nuova Accademia Str.I. (Domus Academy)

By: Giorgio Lospennato Title: Domus Academy Managing Director Date: 06/03/2023

Sushant University

By: Dr. Sanjeev Kumar Sharma Title: Pro-vice Chancellor & Registrar Date:

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# **General Collaboration Agreement**

#### Between

# The Arizona Board of Regents for and on behalf of Arizona State University ("ASU")

and

# Sushant University ("SU")

 This General Collaboration Agreement (this "<u>Agreement</u>") is made by and between the Arizona Board of Regents for and on behalf of Arizona State University ("<u>ASU</u>"), and Sushant University ("<u>SU</u>"). ASU and SU are hereinafter sometimes referred to each as a "<u>Party</u>" and together as the "<u>Parties</u>."

#### **1. BACKGROUND AND PURPOSE**

ASU is governed by the Arizona Board of Regents, a body corporate established by the laws of the State of Arizona, United States of America. SU is a private university established by the laws of INDIA. Each Party is an institution of scientific research and undergraduate and graduate studies, legally constituted under the laws of its respective country.

This Agreement is made within a spirit of equality of capabilities, academic level, rights and responsibilities. ASU and SU agree on the importance and the usefulness of establishing cultural, scientific and didactic relationships, in order to assert and to consolidate the ties of friendship between the two institutions and between their countries. This Agreement will serve as a general framework for cooperation between the two institutions and is intended to facilitate the development of specific bilateral programs of collaboration.

### 2. SCOPE AND LIMITATIONS

This Agreement defines the beginning of cooperation between the Parties in all fields and disciplines of common interest. Each Party will give due consideration to any request to collaborate and cooperate in the following ways:

- A. To identify opportunities for the exchange of faculty and research staff.
- B. To exchange and educate academic personnel through sabbaticals, short stays, seminars, courses, workshops, etc.

tor 55, Gilf Course Road, Gurugram, Haryana 122003, India T: +91-124-45040501 F: +91-124-411641

- C. To jointly develop research programs and projects.
- D. To jointly develop undergraduate and graduate programs.
- E. To exchange information in the fields of interest to both institutions.
- F. To explore opportunities for student exchange, studies and research.
- G. To explore opportunities to send or receive visiting students for a semester or year.
- H. To jointly carry out professional and academic events.
- I. To mutually lend advice, technical support and services.
- J. To identify other areas of possible interest and collaboration.

This Agreement does not represent any commitment with regard to funding on the part of the Parties or an obligation to find any funds. Each cooperative activity undertaken by the Parties under this Agreement will be subject to the finances available at each Party for the type of activity undertaken and by such other financial assistance as may be obtained by each Party from external sources. The Parties agree to grant logistic support, whenever possible, to one another's visitors.

## **3. SPECIFIC COLLABORATION AGREEMENTS**

Each cooperative activity will be preceded by detailed discussions and a legally binding agreement that addresses information pertaining to such activity, including (as applicable) statement of work, duration, cost, intellectual property rights and other necessary terms for international cooperative activities. Each separate agreement will be in writing and signed by authorized representatives of the Parties.

#### 4. LIAISONS

For the implementation and care of this Agreement, each Party appoints the following individuals to provide oversight for the collaboration, resolving issues as they arise. All notices and other communications hereunder will be given in writing to the individuals named below and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent by commercial overnight courier service. The respective addresses to be used for all such notices or communications are as follows:

If to SU:

If to ASU:

Dr. Sunny Kuo Assistant Dean, Admissions, Enrollment and Global Outreach
Herberger Institute of Design and the Arts Arizona State University
1001 S. Forrest Mall Tempe, AZ 85287-2102 USA
Email: Sunny.Kuo@asu.edu

Either Party may change its address for notice by giving notice thereof in accordance with this Section.

# 5. RELATIONSHIP OF THE PARTIES; RESPONSIBILITY

Each Party is an independent contractor and is independent of the other Party. This Agreement does not create a partnership, joint venture or agency relationship of any kind between the Parties. This Agreement is not intended to and does not create any rights, benefits or legal obligations (substantive or procedural), enforceable at law or in equity, by either Party, its officers, employees or agents against the other Party, its officers, employees or agents. Each Party acknowledges that the relationship of the Parties under this Agreement is non-exclusive.

Each Party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such Party's direction and supervision. Notwithstanding the terms of this Agreement or any other document or agreement: (i) other than for employees and agents acting under ASU's direction and

supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless the person is an authorized signatory of ASU.

#### 6. INTELLECTUAL PROPERTY AND MARKS

This Agreement does not constitute a grant by either Party to the other of any license or rights to the intellectual property of a Party that may exist at the effective date of this Agreement or during or following the term of this Agreement.

Neither Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other Party ("<u>Marks</u>"), or the name of any representative or employee of the other Party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the Party that owns the Marks in each instance. Use of any Party's Marks must comply with the owning Party's requirements, including using the "®" indication of a registered trademark where applicable.

#### 7. TERM AND TERMINATION

Either Party may terminate this Agreement, with or without cause, by giving 6 months advance written notice to the other Party.

Upon termination, the Parties will work together to affect an orderly transition and/or wind-down of any collaborative activities then in process.

#### **8. FORCE MAJEURE**

No liability shall result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the Party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm or other weather condition, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, disease, pandemic or epidemic, strike or other labor dispute or labor trouble, civil unrest, or any failure or delay of any transportation, power, equipment or communications system, other emergencies that disrupt a Party's operations, or any other or similar cause beyond that Party's reasonable control. The Party which is so prevented from performing shall give prompt notice to the other Parties of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by any Party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder ninety (90) days.

# 9. FOREIGN CORRUPT PRACTICES ACT AND ANTI-CORRUPTION LAW

The U.S. Foreign Corrupt Practices Act and the United Kingdom Bribery Act prohibit corruption and bribery. Neither Party will offer or provide money or anything of value, either directly or indirectly, to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Agreement.

#### 10. EXPORT CONTROLS

Interactions between U.S. nationals and non-U.S. nationals may be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory

prototypes, and other commodities, as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the "Export Control Laws"). None of the collaborative activities undertaken pursuant to this Agreement will require either Party to take, or fail to take, any action that would cause a violation of any of the Export Control Laws.

# **11. ENTIRE AGREEMENT; AMENDMENT**

This Agreement contains the entire agreement between the Parties. All recitals herein, and all exhibits attached hereto (if any) and referred to herein, are integral and material parts of this Agreement. This Agreement supersedes all previous understandings and agreements with respect to the subject matter hereof in their entirety. This Agreement may be amended or supplemented from time to time by the Parties' execution of a written supplement or amendment.

#### **12. ASSIGNMENT**

Neither Party may assign or subcontract or otherwise transfer its rights and duties under this Agreement and subsequent agreements arising from this Agreement without the prior written consent of the other Party.

# 13. STATE OF ARIZONA PROVISIONS

- a. Non-Discrimination. To the extent applicable, the Parties will comply with all state and federal laws, rules, regulations and executive orders governing equal employment opportunity and nondiscrimination, including the Americans with Disabilities Act.
- b. Non-Appropriation. The Parties recognize that performance of this Agreement by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"). If the Legislature fails to appropriate the necessary funds, then by written notice to SU, ASU may cancel this Agreement without further duty or obligation. SU recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.
- c. Provisions in Arizona Law. Both Parties recognize that as a state institution in Arizona, ASU is bound by provisions of Arizona law, and SU is subject to provisions of the laws of India. Notice is provided of Arizona Revised Statutes, sections 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.

#### **14. TRANSLATION**

If SU chooses to translate this Agreement into another language, SU warrants that the translated version accurately represents the understanding of the Parties as described in the English language version.

#### **15. COUNTERPARTS**

This Agreement may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered will be deemed an original, and all such counterparts will together constitute one original document. All signatures need not be on the same counterpart. The Parties may evidence execution of this Agreement by means of photocopy, facsimile or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.

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The Arizona Board of Regents Sushant University for and on behalf of Arizona State University im Nay Affala + SI Dr. Sanjeev Kumar Sharma Pro-Vice Chancellor & Registre **Nancy Gonzales** Executive Vice President and University Provost Sushant University Arizona State University YTY Date Signed: 4/13/2023 Date Signed: