

249

Agreement Award



Indian-Non Judicial Stamp Haryana Government



Date : 17/03/2025

Certificate No. G0Q2025C1339



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 129441319



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sgt University

H.No/Floor : Na

Sector/Ward : Na

LandMark : Chandu budhera road

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone: 95*****06



Buyer / Second Party Detail

Name : Logistics Skill Council

H.No/Floor : 480a/7f

Sector/Ward : Na

LandMark : Anna salai

City/Village: Nandanam

District : Chennai

State : Tamil nadu

Phone : 95*****06

Purpose : AGREEMENT



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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is signed between the Logistics Sector Skill Council (LSC), a not-for-profit organisation registered under Sec. 8 of Indian Companies Act, 2013 (18 of 2013) and Rule 18 of the Companies Incorporation Rules 2014, established by the Ministry of Skill Development and Entrepreneurship (MSDE) through the National Skill Development Corporation of India (NSDC) having its registered office at Khivraj Complex - 7th Floor, No. 480A, Anna Salai, Nandanam, Chennai – 600035 represented by its Chief Executive Officer Mr. Ravikanth Yamarthy as the First Party.

and

SGT University a Private institution located at Chandu- Budhera Road, Gurugram, Haryana represented by its Registrar (which expression shall, unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the Second Party.

FIRST PARTY

Registrar
SGT University
Budhera, Gurugram

Whereas

The First Party, intending to create human resources with the necessary Knowledge, Skill, and Attitude for employment in the Logistics Sector, has designed many education programmes with embedded Apprenticeship Training and conducts the same in collaboration with appropriate institutions.

The Second Party desires to launch the apprenticeship-based BBA in Logistics & Supply Chain Management under affiliation with SGT University from the Academic Year 2025-26 in collaboration with the First Party. Therefore, this Agreement is entered between the First Party and the Second Party for an initial term of five years.

THE PARTIES AGREE AS FOLLOWS:

Purpose:

1. The objective of this Agreement is to launch and efficiently conduct the apprenticeship-based BBA - Logistics & Supply Chain Management under affiliation with SGT University in line with the NEP 2020 as mentioned in Appendix A (hereinafter referred to as 'Degree') from the Academic Year 2025-26 at the premises of the Second Party in collaboration with the First Party.

Obligations of the First Party:

2. Register the Second Party as a Collaborating Institution;
3. Develop and continuously improve an appropriate curriculum that ensures the imparting of Knowledge, Skill, and Attitude in students undergoing the Degree;
4. Provide to the Second Party the scientifically developed and continuously improved Curriculum for implementation;
5. Allow the Second Party to use LSC logo, and mention 'in collaboration with LSC' in all its promotional materials/stationery;
6. Train the faculty members of the Second Party handling the Degree in the contemporary Teaching-Learning Process for teaching Logistics courses;
7. Provide faculty members and students of the Second Party access to online learning materials for domain courses;
8. Create a sustainable system of Apprenticeship Sourcing by striking an alliance between industry associations / bodies and the Second Party to ensure aggregation of Demand for Apprenticeship suitable for the calibre of students and the region where the Second Party is located;
9. Ensure all student-apprentice of the Second Party get monthly stipend during the apprenticeship period as per the provisions of the Apprentices Act, 1961;

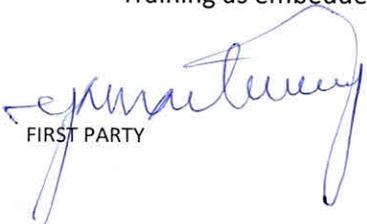

FIRST PARTY


Registrar
SGT University
Budhera, Gurugram

10. Continuously Assess the performance of students in Apprenticeship, share the assessment results with the Second Party, and issue Apprenticeship Completion Certificates to students of the Second Party who successfully complete the Apprenticeship;
11. Offer an appropriate number of Allied Courses, deliver them online, assess, and issue Completion Certificates;
12. Facilitate all registered students of the Degree in the Second Party, on their successful completion of the Degree, get placed at a level commensurate with their capability in the Logistics Sector;
13. Help the Second Party in sourcing Experts for Guest Lectures;
14. Make Annual Assessment of the Academic Process (AAP) of the Degree in the Second Party, and facilitate it to improve the process to graduate industry-relevant human resources continuously;
15. Perform such other duties as may be mutually agreed with the Second Party.

Obligations of the Second Party:

16. The Second Party shall take appropriate steps to get the Degree approved by various academic bodies like the Board of Studies, Academic Council, University and other relevant regulatory bodies.
17. The Second Party may modify the Model Regulations and Curriculum, which would be shared after signing the MoA by the First Party, wherever necessary to suit the norms of the affiliating university without altering the basic structure and focus of the Programme.
18. The Second Party may modify the suggested evaluation/assessment criteria for all subjects scheduled in Teaching Semesters (as given in the Model Curriculum) wherever necessary to suit its norms, standards, and practices.
19. The Second Party shall take a nominee of LSC, and two nominees from the industry as Members of the Board of Studies / Academic Council pertaining to the Apprenticeship-based UG Degree Programme in Logistics. These nominees shall be invited to participate in the meetings of Board / Council, whenever convened.
20. The Second Party shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the Degree.
21. The Second Party shall complete the admission process to the Degree within the last date of admission as declared by the Second Party. Admission of candidates after the last date of admission is not permitted.
22. The Second Party may take necessary steps to create visibility for the Degree in the region where it operates and facilitate admission of passionate students to the extent of sanctioned intake capacity within the last date of admission.
23. The Second Party shall ensure the admission of quality students willing to take up Apprenticeship Training as embedded in the Curriculum.


FIRST PARTY


Registrar
SGT University
Budhera, Gurugram

SECOND PARTY

24. The Second Party shall obtain a Joint Undertaking, in the format jointly developed by both Parties, signed by every admitted student and his/her parent on the nature of Apprenticeship Training as embedded in the Curriculum.
25. The Second Party shall accept that the First Party shall source only one Apprenticeship Assignment for each student and that getting selected by a company arranged by the First Party shall be the individual responsibility of each student.
26. The Second Party shall ensure the development of students to make them worthy for both Apprenticeship Placement and Final Placement in terms of vertical knowledge & soft skills.
27. The Second Party shall ensure the proper attitude and behaviour of its students while in Apprenticeship and accept expulsion of its students from Apprenticeship Assignment due to behavioural and attitudinal issues as decided by the Joint Apprenticeship Adviser and the company where the students are deputed for Apprenticeship.
28. The Second Party shall nominate Faculty Mentor for each student to motivate and guide them to overcome attitudinal and other issues faced by the student during the Apprenticeship Assignment. The Second Party, through the Faculty Mentors, shall monitor the attendance and performance of its students and keep the First Party, without any loss of time, informed of any abnormality.
29. Students who refuse to join the apprenticeship or cannot continue in the apprenticeship due to personal reasons may be given the option of leaving the programme with an Advanced Diploma in recognition of the successful completion of two years of the study.
30. The Second Party shall arrange guest lectures by Industry Experts as and when possible during each teaching Semester.
31. The Second Party shall arrange one Industry Visit for the students pursuing the Degree in each teaching Semester.
32. The Second Party shall collect programme fees from students as per its norms or the norms of the University to which it is affiliated/attached.
33. The Second Party shall make all other arrangements for the proper conduct of the Degree as necessitated by the University to which it is affiliated/attached with.
34. The Second Party shall provide to the First Party all necessary data/information about the conduct of the Degree through LSC Portal whenever required.
35. The Second Party shall take up the Annual Assessment of Academic Process (AAAP) assisted by the First Party to continuously improve the process to graduate industry-relevant human resources.
36. The Second Party shall provide accommodation, hospitality, and local conveyance to the visiting experts (two experts per Batch of students) deputed by the First Party for AAAP.
37. The Second Party shall offer and conduct the Degree only at the agreed Centre. Offering the Degree in additional Centres is not permitted by the First Party unless a written agreement is signed between the Parties.

38. The Second Party shall appoint and notify one Programme Coordinator & one Assistant Programme Coordinator for each Programme and a Single Point of Escalation for all aspects of the MoA, who will interact/communicate with the First Party regularly on matters relevant to the conduct of the Degree, provision of required information/data to the First Party, and for all aspects of the MoA.

Faculty Training:

39. The First Party would provide training to the identified faculty members of the Second Party. Such training shall be conducted either at the premises of the Second Party or at a common place or through video conferencing to facilitate participation by faculty members of other Collaborating Institutions.
40. The First Party will train and make the staff of the Second Party conversant with teaching Logistics Courses.
41. The Second Party shall depute its faculty members for participation in all training programmes conducted by the First Party. Payment of nominal Participation Fee and reimbursement of expenses for travel, boarding, & lodging of the deputed faculty members shall be taken care of by the Second Party.

Caution Deposit:

42. The Second Party agrees to make an interest-free & refundable Caution Deposit of Rs.150,000 (Rupees One Lakh Fifty Thousand only) with the First Party.
43. The Second Party agrees to make the payment of Caution Deposit on the date of signing the MoA by online transfer or Demand Draft in favour of 'Logistics Sector Skill Council' payable at Chennai.
44. The interest-free caution deposit would be refunded by the First Party when the MoA is cancelled/terminated by either Party.

Registrar
SGT University
Budhera, Gurugram


FIRST PARTY

Collaboration Fee:

45. The Second Party agrees to make payment of the Collaboration Fee before the last working day of August every year through LSC Web Portal in a single instalment for offering the apprenticeship-based BBA Degree Programme in Logistics to the First Party at the rates mentioned in the Table given in this Clause.

No.	Fee	Year I	Year II	Year III	Total
1	Collaboration Fee per admitted Student	10,000	10,000	10,000	30,000
2	Apprenticeship Facilitation Fee for two spells per admitted student	-	-	5,000	5,000
3	Composite Insurance Policy Premium per admitted student (Approximate)	-	-	2,100	2,100
	<i>Total per admitted student</i>				<i>37,100</i>

46. Taxes as per the prevailing Laws, Rules and Regulations are applicable. No tax apply as on the date of signing the MoA.
47. The rates of Collaboration Fee mentioned in the previous clause are applicable for students admitted in the Academic Year 2025-26. The First Party reserves its right to revise the rates for future Batches of students in the light of any escalation in the cost incurred for the process.
48. The Second Party shall enable each student in the Collaborative Programmes to subscribe to a composite Insurance Policy to cover Medclaim, Personal Accident, and Workman Compensation during the Apprenticeship Period, costing an Insurance Premium of about Rs.2,100 (as of the date of signing the MoA; likely to be revised in future as per the norms of IRDA).
49. The Second Party shall ensure payment by each student in the Collaborative Programmes to the First Party a nominal fee of Rs.2,500 (Rupees Two Thousand and Five Hundred only) per each spell of Apprenticeship (Rs.5,000 in total for the III Year), as detailed in Clause 45 for Apprenticeship Registration, Facilitation, Assessment, and Certification at the beginning of Apprenticeship Selection Process. The First Party reserves its right to revise this fee in the light of any escalation in the cost incurred for the process.

Term of MoA:

50. The Agreement shall be valid for Six years, that is, the term required for completion of four-year UG programme by three consecutive batches of students admitted from the Academic Year 2025-26.

51. The Agreement's validity shall be extended for a further period/batches on mutual consent between both Parties.


FIRST PARTY


Registrar
SGT University
Budhera, Gurugram

Termination:

52. The MoA would stand cancelled if the Degree for which the MoA has been signed has not been launched/implemented in the Academic Year mentioned in Clause 1 above. However, an extension can be considered after reasonable justification, treated to be under exceptional conditions.
53. The Agreement might be revoked by either Party if the term/s of this MoA is/are violated by the other Party.
54. In the unlikely event of termination of MoA after the Degree has been launched/implemented, both Parties agree to continue to provide the stated services until the admitted Batch/Batches of students complete the degree programme.

Force Majeure:

55. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected Course of events.
56. Both Parties shall not be liable for a penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failures to perform their obligations under the Agreement is the result of an event of Force Majeure.
57. For purposes of this clause, "Force Majeure" means an event beyond the control of both Parties, not involving any Party, not involving any Party's fault or negligence, and not foreseeable. Such events may include but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and transport or freight embargoes that might have an impact on the performance of any Party.

Dispute Resolution:

58. The Parties to the MoA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this Agreement.
59. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one Party to the other of the existence of such dispute, then the Arbitration shall be

FIRST PARTY

7

Registrar
SGT University
Budhera, Gurugram

SECOND PARTY

governed by a Committee of Experts constituted with equal membership for both Parties moderated by the Adviser of Logistics Sector Skill Council.

60. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.
61. This Agreement shall be governed by and construed in accordance with the laws of India without regards to applicable conflicts of law principles. The Arbitration proceedings will be held at Gurugram, Haryana.

Course Materials:

62. Online Course Materials comprising Script, Video Lectures, Additional Reading Materials, Discussion Forum, and Self-assessment questions on all Domain Courses are customised for apprenticeship-based degrees in Logistics, developed and copyrighted by the First Party for the exclusive reference of students pursuing apprenticeship-based degrees in Logistics and faculty members.
63. The Second Party may make constructive suggestions to improve the Course Materials so as to make them contemporary and useful to the students.
64. The Second Party shall not download and use or share the copyrighted Course Materials developed by the First Party with inputs from the Second Party for any other purpose.

Representation and Warranties:

65. First Party represents and warrants that:

- a) To the best of its knowledge, the Services provided under this Agreement, when used for their intended purpose, shall not knowingly infringe any third-party Intellectual Property rights or violate any applicable laws.
- b) The content and/or services delivered under the Programs and/or any other programs delivered under this Agreement will be performed in a professional and workmanlike manner, consistent with prevailing industry practices.
- c) The services and programs will be delivered in accordance with their specifications and applicable industry standards, as mutually agreed upon in writing.

Confidentiality:

66. Each of the parties shall maintain confidentiality of the proprietary information and shall not disclose any of the terms of this MOU (including its existence, except where necessary for legitimate business purposes or regulatory compliance) and any other sensitive information exchanged or received under this MOU.


FIRST PARTY


Registrar
SGT University
Budhera, Gurugram

SECOND PARTY

67. First Party acknowledges that it will act as a Data Fiduciary under the provisions of the Digital Personal Data Protection Act, 2023 (DPDP Act) only for the personal information/data directly furnished to or processed by it under this MOU. First Party agrees that such data will be kept secret and confidential, processed in accordance with applicable data protection laws, and not disclosed to any third party except as required by law or as expressly authorized in writing by the Second Party.

Indemnification and Limitation of Liability:

68. Each Party shall indemnify and hold harmless the other Party from and against any third-party claims (including reasonable legal fees and costs) arising directly from the indemnifying party's breach of contractual obligation, intellectual property rights and/or tortious liabilities under this MOU; gross negligence; wilful misconduct; or violation of applicable law. This indemnification shall not apply to claims arising due to fraud, gross negligence, or wilful misconduct of the Indemnified Party. Neither Party shall be liable for any special, consequential, or incidental damages, including but not limited to loss of goodwill, arising from this MOU, except where such damages are a direct result of a breach of confidentiality, intellectual property rights, or data protection obligations under this MOU

Relationship:

69. The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.

Effective Date of Agreement:

70. This Agreement shall be with effect from the date of signing this Agreement.

In WITNESS WHEREOF the Parties hereto have executed this Agreement

as of the 17th day of March 2025 hereinabove written.

Signed by the authorised signatory of the 1st Party

Sign:



Name: RAVIKANTH YAMARTHY

Designation: Chief Executive Officer

Address:

Logistics Sector Skill Council
Khivraj Complex - 7th Floor, No. 480A, Anna Salai,
Nandanam, Chennai – 600035

Signed by the authorised signatory of the 2nd Party

Sign:



Name: Dr. Joginder Yadav

Designation: Registrar

Address:

SGT University, Chandu-Budhera Road, Gurugram
Haryana

Registrar
SGT University
Budhera, Gurugram



Seal

Witness 1

Sign: 

Name: R. ALI FERAZ.

Designation: Senior Executive - EID

Organisation: Logistics Sector Skill Council

Address: Khivraj Complex - 7th Floor, No. 480A,
Anna Salai, Nandanam, Chennai - 600035

Witness 2

Sign: 

Name: Prof. (Dr.) Kirti Dutta

Designation: Dean, Faculty of Commerce &
Management

Organisation: SGT

Address:
SGT University, Chandu-Budhera Road, Gurugram
Haryana


Registrar
SGT University
Budhera, Gurugram


FIRST PARTY

PROGRAMMES FOR WHICH MOA IS SIGNED (REF. CLAUSE 1)

No.	Programme	Institution Address	Intake Capacity	Commencement Year
1	Apprenticeship-based BBA Degree Programme in Logistics & Supply Chain Management	SGT University, Chandu-Budhera Road, Gurugram, Haryana	60 or the capacity sanctioned by the University to which the Institution is attached / affiliated with, whichever is lower.	2025-26


Registrar
 SGT University
 Budhera, Gurugram