



## Memorandum of Understanding

This MoU is made, signed and executed for implementing and executing of Software Development Projects by and between.

Shree Guru Gobind Singh Tricentenary University, IT & ERP Implementation Team through the Manager ERP located in Chandu, Budhera, Gurgaon - Badli Road, Gurugram, Haryana – 122505 hereinafter called "First Party" or SGTU (which expression shall unless repugnant to the meaning or context hereof, be deemed to include its representatives, executors, administrators, its agents and permitted assigns)

AND

Aisha Consultant Services, a consulting and development support company residing Palwal hereinafter called the "Second Party" or Aisha (which expression shall unless repugnant to the meaning or context hereof, be deemed to include its representatives, executors, administrators, its agents and permitted assigns)

The legal authority from first party will be Accounts Officer, SGT University, Gurugram, Delhi - NCR and the legal authority from the second party will be **Jitendr**

This MoU will be effective from December 1<sup>st</sup>, 2021.

WHEREAS

- a) ERP Team, SGT University, Gurugram is an institution engaged in the research and development of unique projects for Industry-academia. The ERP department is also engaged in building student development community to promote Digital Assurance, Digital Creativity and Skill Development.
- b) **Aisha Consultant Services**, is engaged in the business of ERP application Software Development and microservice application development project activity

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Budhera, Gurugram

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NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF MOU**

- a) The MoU will be for three years and it will be on an outsourced model. New applications can be added after mutual discussion based on the uniqueness of Projects. The term of this MOU may be extended by such further period as may be mutually agreed upon by the Parties in writing. This MOU may be terminated by either Party by giving the other Party 30 days written notice. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.
- b) Start Date: 1<sup>st</sup> December 2021.
- c) There will be a joint committee formed of 2 members, 1 appointed by each party to take decisions on the execution of project/s. A project report will be made to understand and share with the development team to follow project guidelines.
- d) **Aisha Consultant Services** will complete sub-tasks, tasks and modules within the project in coordination with ERP department to achieve milestones and targets as decided mutually for particular sub-tasks, tasks and modules.
- e) **Aisha Consultant Services** will provide technical presentation and inputs when required.
- f) The particular sub-tasks, tasks, modules and project enrolment will be done in Hybrid mode (offline and online). Every project will have a record of documentation of effective work done duly signed by both parties during handover.
- g) Project payments shall be remitted to **Aisha Consultant Services** on a monthly basis after completion of UAT of particular sub-tasks, tasks, modules or project which duly signed by ERP Team. Payments must be done within 7-10 days of submission of Invoice.
- h) SGTU shall deduct TDS of 10% and transfer the payments in timely manner.
- i) **Aisha Consultant Services** shall keep and maintain appropriate records reflecting costs and expenses incurred in connection with its performance of Services under this MOU. **Aisha Consultant Services**, within seven (7) days of SGT's written request will make available to

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SGT, sufficient access to its books and records in support of expenses incurred or any invoice(s) issued by **Aisha Consultant Services** pertaining to Services provided under this MOU, provided that: (i) **Aisha Consultant Services** shall have an obligation under this Section to provide SGT only those records which are related to the specific Services for which **Aisha Consultant Services** issued the invoices in question or incurred the cost, and (ii) such examination and audit must take place during the **Aisha Consultant Services** regular business hours and will not unreasonably interfere with its business operations.

## 2. PROPOSED SOFTWARE DEVELOPMENT MODEL (OUTSOURCED)

1. The proposed Software Development model (outsourced) pertains to SGT Enterprise Resource Planning (ERP) for internal consumption and capacity building.
2. The proposed Software Development model (outsourced) will be for three years.
3. The proposed Software Development model (outsourced) feasibility will be reviewed every quarter.
4. The proposed Software Development model (outsourced) pricing will be reviewed every year based on skills sets, performance criteria and criticality of the project . The Current rate will be revised after 6 months according to the work delivery and quality together with market rate standardization to Rs 400 / - Man hours (Four Hunderd only ) plus service tax.
5. The rates proposed are for 8 man hours/ day basis. Man hours will be negotiated based on sub-tasks, Tasks, modules and project enrolment mutually decided by both parties.
6. The proposed Software Development for Back End with Micro Services with database on Java Technology stack (J2E, JQuery, JSP, Jscript), Web technologies like HTML and CSS. MVC Architecture and Micro Service architecture development) will be Rs. 200/- per man hour (Rupees Two hundred only) plus service tax.
7. The proposed Software Development for Lead Architecture/ Technical Design as per dynamic requirements will be Rs. 5932/- (Rupees Five Thousand Nine Hundred and Thirty-Two only) plus service tax.

### Provisions:

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Other applications which are unique and does not fall under the any of the above requirements will be charged at actual market prices as may be mutually agreed upon by the Parties in writing.

### 3. OBLIGATIONS/ Roles of ERP, SGTU and Aisha Consultant Services.

i. **Aisha Consultant Services** shall be responsible for execution of the full stack projects that includes Designing and Back End (Decided by Project Coordinator) which will be required at the time of execution along with fulfilment of projects including project completion certificate. Any loss to SGTU arising out of delay or deficiency in service/s by **Aisha Consultant Services** will have to be made good by **Aisha Consultant Services**

ii. **Aisha Consultant Services** shall provide the profile of designers, developers, project lead and software licenses and tools necessary for development.

iii. Professional resources like domain experts mainly UX, Machine Learning and Augmented Reality and related to Digital Marketing shall be hired as a consultant from time to time based on project requirements.

iv. Project obligation: **Aisha Consultant Services** agrees and undertake to provide well qualified, competent and adequately trained Software development manpower for project completion.

v. Project Price: **Aisha Consultant Services** will execute project/s under the ERP department of SGTU as per the guidelines laid by the department. The **Aisha Consultant Services** team will be available for meeting whenever required as per mutual agreed timing or pre agreed schedule . The man hours of the task, unit, moduel , enhancement or project will be defined and agreed in advance , so the work will commence on this basis.

vi. Payment Collections: **Aisha Consultant Services** shall be solely responsible for the collection of all amounts due from SGT University. The ERP team and the outsourced development team is not liable to follow up for payments on behalf of **Aisha Consultant Services**.

vii. Warranties: **Aisha Consultant Services** represents and warrants that during the performance of its obligations under this MOU **Aisha Consultant Services**:  
(1) will not violate any patent, copyright, trade secret or other property right of any

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other party and, (2) except as explicitly agreed to in writing by SGT, **Aisha Consultant Services** shall not use any third-party technology (including, without limitation, third party software, open source software, public domain software or materials developed by **Aisha Consultant Services** or by any other third party) in connection with the performance of the Services under this MOU

4. **INTELLECTUAL PROPERTY RIGHTS**

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo-guidelines of the other party without any fail.

Joint Development: Current ERP Applications and business logic integrated in SGT ERP will be the proprietary asset to SGT University. Any development made to enhance or improve or develop functionality will not be claimed by **Aisha Consultant Services** or their successors.

If any Intellectual Property is jointly made, developed, conceived or created by Parties during the term of this MOU ("Joint Intellectual Property"), it will be the joint property of the Parties and the entire rights, title and interest in such "Joint Intellectual Property" are hereby assigned jointly to both the Parties, and each party will be free to enjoy all rights and privileges accorded through the ownership of such "Joint Intellectual Property" without accounting to the other. The Parties further agree and warrant that they will, without any objection or condition, do all acts necessary for the other Party to enjoy such "Joint Intellectual Property" including but not limited to giving requisite licenses or rights for the same.

5. **CONFIDENTIALITY**

Neither party shall publicize this MOU and the annexes thereto, the provisions herein or related subject matter to any third party unless agreed to in writing by the other party. The parties agree that any proprietary business and/or technical

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information or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the disclosing party. Such obligation shall not apply to information which (a) is in or becomes part of the public domain through no fault of the receiving party (b) was rightfully in receiving party's possession before receipt from the disclosing party, (c) is rightfully received by the receiving party from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party (e) is independently developed by the receiving party; or (f) must be disclosed under operation of law or regulation. The recipient's right to use the Confidential Information is expressly limited for the expressed purposes set out in Section 1. Each party agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to outside parties. The recipient of Confidential Information agrees to return it to the disclosing party on termination of this MOU or upon prior request of the disclosing party, whichever is earlier. The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.

## 6. INDEMNIFICATION

**Aisha Consultant Services** shall defend, indemnify and hold harmless SGT, its officers, directors, employees, agents, and clients from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) imposed upon or incurred by SGT arising out of any of the following: (a) **Aisha Consultant Services** failure to comply with applicable laws, regulations or orders; (b) any negligent act or omission or intentional misconduct on the part of **Aisha Consultant Services**, its officers, employees (including its consultants on assignment), subcontractors, or agents; (c) breach by **Aisha Consultant Services** of any obligation contained in this MOU; (d) in connection with any claim that the Services or any deliverables prepared or produced by **Aisha Consultant Services** hereunder infringe or misappropriate a copyright, patent, trademark, trade secret, or any other

intellectual property or proprietary right of any third party. Failure to comply with the obligations in this section shall constitute a material breach of this MOU.

**PARTIAL INVALIDITY:**

If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.

**AMENDMENT:**

Any modification, amendment, or waiver of any provision of this MOU shall be effective if, but only if, in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment or waiver is sought.

**GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of this Agreement MOU shall be governed and interpreted in accordance with the laws of India. Any dispute related to this MOU shall be subject to Delhi/ Gurugram Courts jurisdiction.

**DISPUTE RESOLUTION AND ARBITRATION**

In the event of any dispute of any kind arising out of or relating to this agreement MOU or in connection with the validity, invalidity, interpretation, execution, meaning, operation, effect, or breach of this Agreement MOU a Party, prior to that initiation of any proceedings permitted under this Agreement MOU shall give written notice to the other Party to resolve or settle such dispute through mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within 15 days, then such disputes arising out of or in connection with this Agreement MOU shall be settled exclusively and finally by arbitration by the sole Arbitrator who shall be appointed by mutual consent of both the parties. The jurisdiction for this purpose shall be State of Delhi or Gurugram only. The language of the arbitration proceedings shall be in English language. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHERE OF, **Aisha Consultant Services** and SGT University, this agreement to be executed by their duly authorized representatives identified below:

SGT University

Registrar  
SGT University  
Budhera, Gurugram

**Aisha Consultant Services**

For Aisha Consultant Services  
Prop.

*[Handwritten Signature]*

Registrar  
SGT University  
Budhera, Gurugram

(Signing authority)  
Registrar

*Jadhav*  
For Aisha Consultant Services

Prop.  
(Signing authority)  
Director