



## MEMORANDUM OF UNDERSTANDING (MOU)

Is Incorporated Between

**Faculty of Nursing, Shree Guru Gobind Singh Tricentenary University (Hereinafter referred to as the "Education Partner/Institute")** Address: Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana, India Represented by: Registrar, SGT University

AND

**TERN Technologies Ltd (Hereinafter referred to as "TERN")** Address: TERN Group, The Office Group, 1 Lyric Square W6 ONB, London, United Kingdom  
India Office address: Delhi office: Workingdom, A1-Hamilton House, Connaught Place, New Delhi 110001 Represented by: Avinav Nigam, Founder CEO

### Purpose:

This Memorandum of Understanding aims to establish a collaborative relationship between the education partner/Institution group and TERN to be an international placement partner to facilitate the international placement of healthcare professionals, particularly nurses, in Germany. This includes offering comprehensive training programs, language preparation, and job placement support for students pursuing or who have completed B.Sc.in Nursing, Post Basic B.Sc Nursing or GNM i.e. General Nursing and Midwifery and obtained completion certification/ Diploma/Degree from Institution and respective Nursing council affiliations as per the State government/Nursing council.

### 1. SCOPE OF COOPERATION

#### i. Role of the Education Partner/Institution:

The education partner/institution, represented, will collaborate with TERN to support and assist in the preparation of students who are seeking employment opportunities in Europe. The primary responsibility of the partner is to provide Tern with a classroom for conducting language programs and allow TERN to organize multiple seminars and interactive sessions to engage with and guide future and prospective students and alumni through the preparation process.

#### ii. Responsibilities of TERN:

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*Avinav Nigam*

TERN agrees to make every reasonable effort to provide comprehensive support to the candidates sourced by the education partner. This includes:  
(a) **Job Opportunities Identification:** TERN will actively seek and identify relevant job opportunities for students in Europe that match their qualifications and language proficiency.

(b) **End-to-End Recruitment Facilitation:** TERN will assist in the complete recruitment process for candidates, from initial job matching to placement with employers in Europe, ensuring a smooth transition from India to the European job market.

(c) **German Language Proficiency Training:** TERN will facilitate access to best-in-class training programs that enhance the candidates' proficiency in the German language, specifically aiming for the B2 certification

### iii. Selection Criteria and Process:

The selection of students will be conducted based on predefined criteria. The criteria will be aligned with the qualifications, language skills, and job readiness of the candidates. The selection process will be carried out in a fair, impartial, and transparent manner, ensuring equal opportunity for all applicants. Participation in the program is entirely voluntary, and no student will be forced or compelled to join the program against their will

### iv. Post-Landing Support:

Upon the successful placement of students in Europe, TERN will continue to provide post-landing support to ensure a smooth transition into their new environment. This support includes:

- **Accommodation Assistance:** TERN will assist students in finding suitable accommodation in Germany. While TERN will facilitate the process, the responsibility for covering the actual cost of accommodation will rest with the student.
- **Bank Account Opening:** TERN will offer guidance to students in setting up a local bank account in Germany, ensuring they are equipped to manage their finances in their new country.

## 2. RESPONSIBILITIES

### i. Responsibilities of the Education Partner:

The Education Partner agrees to undertake the following responsibilities to support the successful execution of the program and ensure the readiness of students for employment opportunities in Europe:

- **Facilitation of Introductions and Initial Communications:** The Education Partner will act as the intermediary to facilitate the initial introductions and communications between the candidates/students and TERN. This includes coordinating communications, and providing necessary information about the candidates to ensure a seamless onboarding process into TERN's programs

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- **Support with College Infrastructure and Language Classes Management:**  
The Education Partner agrees to provide and maintain the necessary classroom classroom with projector or smart TV supported with audio for conducting the German language (B2 level) courses on its premises.

ii. **Responsibilities of TERN:**

TERN agrees to fulfill the following obligations to ensure the successful recruitment and placement of candidates/students sourced by the Education Partner: TERN will conduct a preliminary assessment of the candidates/students provided by the Education Partner, reviewing their qualifications, language proficiency, and overall suitability for the program. TERN will provide timely feedback to the Education Partner on the appropriateness of the candidates before the commencement of the training and induction program.

**Roadmap of the Detailed expenses to be borne by the candidate on Individual capacity**

Expense Category	Expected Duration	Candidate Pay (INR)	Who Pays for It?	Remarks
Language Training	4-5 Months	0	Candidate Needs to Pay for Books for showing his /her commitment.	No Involvement Tern
Language Exam(s)	1 Month	18,000.00**	The Goethe exam fee will be reimbursed by Tern upon successful placement.	No Involvement of Partner Institution
Document Preparation	1 Week	40,000.00**	will be reimbursed by Tern upon successful placement.	No Involvement of Partner Institution
Visa	3 Weeks	4,000.00**	Candidate Pays Directly to Embassy	No Involvement of Partner Institution and Tern
Flight Ticket	1 Week		TERN will Book the Tickets	No Involvement of Partner Institution
Total Tentative Expenses		60,000.00**		

\*\* Visa and Language exams and documentation cost depends on Fluctuation of International Currency Exchange. The Amount mentioned is the approximate amount and the expenses will be governed by mutual agreement between the parties.

\*\*Definition of successful placement: Securing a job in Germany, relocating, and completing one month in the role.

*Dhyan*

### 3. LEARNING HOURS & COURSE DURATION AGREEMENT

#### i. Instructional Classes:

**Course Coverage:** TERN will provide instructor-led classes according to the Common European Framework of Reference for Languages (CEFR) standards, up to the B1 level.

- a) **A1 Level:** A minimum of 80 instructional hours.
- b) **A2 Level:** A minimum of 100 instructional hours.
- c) **B1 Level:** A minimum of 200 instructional hours

ii. **Student Commitment: Self-Learning and Practice:** Students are required to invest an equivalent amount of time on self-learning, practice, and assessments as provided in the instructor-led classes. This is essential to achieve proficiency and ensure progression through the levels.

#### iii. Internal Assessments:

- **Assessment Procedures:** TERN will conduct internal assessments at the end of each level (A1, A2, B1). These assessments are designed to evaluate the students' understanding and proficiency in the language.
- **Failure in Assessment:** If a student fails an internal assessment, they will be required to restart the classes for the respective level. The restart of classes will be at no additional cost to the student, but will not extend the program duration or the number of instructor-led hours provided.

iv. **Repeated Failure and Expulsion: Consecutive Failures:** If a student fails consecutive internal assessments for a particular level, they will be expelled from the program.

v. **Agreement Acknowledgement: Acknowledgment of Terms:** By enrolling in the program, students acknowledge and agree to the terms outlined in this clause, including the commitment required for self-learning and the consequences of failing internal assessments.

vi. **Modifications and Updates: Changes to Course Structure:** TERN reserves the right to modify the course structure, including the number of instructional hours or assessment methods, provided that any significant changes are communicated to the students in advance.

### 4. COMMERCIAL TERMS

#### i. Payment for Candidate Placement:

TERN Group agrees to pay the Education Partner with an amount of INR 10,000 (inclusive of all applicable taxes) for each candidate who successfully secures employment through TERN's facilitation. This amount will be paid by TERN Group, which also intends to invest in campus infrastructure and educational upgrades as a goodwill gesture to support this noble cause.

A "successful candidate" is defined as a student or candidate who obtains a job through the TERN platform and begins employment. The payment will be processed within one

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month of the candidate's start date, subject to the fulfillment of all terms and conditions related to the recruitment process.

## 5. TRAINING DETAILS:

TERN will be responsible for facilitating the German language training, which will be conducted in collaboration with the Education Partner. The training will focus on preparing students to achieve the B2 level certification in German, which is a prerequisite for employment in Europe. The Education Partner will provide the infrastructure and manage the logistics of the language classes, while TERN will ensure that the training materials and instruction are of the highest standard.

### i. Duration and Curriculum:

The language course will follow a structured curriculum aimed at B2 proficiency, with a course duration to be defined in alignment with the language certification requirements. All course materials, including textbooks, learning aids, and online resources, will be provided by TERN or its appointed language experts.

### ii. Certification:

Upon completion of the language training, students will be assessed for B2 level certification. TERN will assist students in registering for the official examination and will guide them through the certification process

### iii. Attendance and Monitoring:

Students must maintain a minimum of 85% attendance throughout the course to be eligible for placement. The Education Partner will monitor attendance and regularly provide TERN with reports on student progress.

### iv. Quality Assurance:

Both TERN and the Education Partner will collaborate to ensure that the language training program meets industry standards and adequately prepares students for employment in Europe.

## 6. TERMINATION

Either party may terminate this Memorandum of Understanding (MOU) by providing the other party with a minimum of 30 days' written notice. Such termination may occur without the need to assign a reason and without any liabilities or penalties. However, termination will not absolve either party from fulfilling any obligations or responsibilities incurred prior to the effective date of termination, including but not limited to financial commitments, training delivery, or student placements in progress.

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### Conditions for Termination:

Termination may also be initiated by either party under the following specific conditions:

- i. **Failure to Meet Obligations:** Either party may terminate the agreement if the other party fails to meet any of its obligations or responsibilities outlined in this MOU. A formal notice of breach must be given. If the breach is not resolved within 30 days of receiving of the formal notice, the MOU may be terminated with immediate effect.
- ii. **Breach of Contract:** The MOU may be terminated if either party is found to be in material breach of the terms and conditions outlined in this agreement, including but not limited to confidentiality, commercial obligations, or legal requirements.
- iii. **Force Majeure:** In the event of circumstances beyond the control of either party, such as natural disasters, acts of war, or significant legal or regulatory changes, either party may terminate the agreement with immediate effect by giving written notice to the other party.
- iv. **Mutual Agreement:** The MOU may be terminated at any time by either party giving at least one months' notice to the other party. However, obligations and commitments already contracted for and involving the parties shall be honoured and continued by both parties until such commitments are completed. Upon termination of the MOU, both parties agree to settle any outstanding financial obligations and return any confidential information or proprietary materials in their possession.

### 7. MODIFICATIONS & AMENDMENTS

Any changes, modifications, or amendments to this MOU must be agreed upon by both parties and must be made in writing. These modifications must be signed by the authorized representatives of both TERN and the Education Partner to be valid and enforceable. No verbal agreements or changes will be considered legally binding unless confirmed in writing. The parties agree that no modification or amendment will retroactively affect any rights, responsibilities, or liabilities incurred under the MOU prior to the modification, unless expressly stated in the modification.

### 8. GOVERNING LAW

This MOU shall be governed by, and interpreted in accordance with, the laws of India. Any disputes arising out of or in connection with this MOU, including issues related to breach or enforcement, shall be subject to the exclusive jurisdiction of the courts located in Delhi, India. Both parties agree to make all reasonable efforts to resolve any disputes or disagreements through amicable negotiations before seeking legal recourse.

### 9. EFFECTIVE DATE AND DURATION

This MOU will become effective on **1<sup>st</sup> March 2025** and will remain in effect for a period of **one (1) year**, unless terminated earlier in accordance with Clause 6. At the conclusion of the one-year term, the MOU may be renewed or extended upon mutual

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agreement between the parties. Any renewal or extension must be in writing and signed by the authorized representatives of both parties. If the MOU is not renewed or terminated as per the provisions of this agreement, it will automatically expire at the end of the one-year period.

## 10. CONFIDENTIALITY

Each party (the "Receiving Party") undertakes to keep and maintain any and all information received from the other party (the "Disclosing Party" in the strictest confidence ("Confidential Information") and not to disclose such information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of implementing the transaction contemplated herein and not for any other purpose.

TERN acknowledges, agrees and undertakes that it will be deemed to be the Data Fiduciary as per the provisions of Digital Personal Data Protection Act, 2023 (DPDP Act) for all the personal information/data furnished by Institute under this MOU. TERN further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with DPDP Act. TERN further agrees and undertakes that any such data will be kept secret and confidential and retained or processed in accordance with the applicable data protection legislation including but not limited to DPDP Act and must not be passed on to any other agency or individual other than any person authorised by the Institute.

## 11. INTELLECTUAL PROPERTY

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.

## 12. INDEPENDENT CONTRACTORS

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.

## 13. LIABILITY AND RESPONSIBILITY

To address the issues related to liability:

- i. **Limitation of Liability:** Neither party shall be held liable for indirect, incidental, or consequential damages arising from the performance of this MOU, including but not limited to loss of profits, loss of business opportunities, or reputational damage. Each party's liability shall be limited to the direct damages incurred by the other party due to a breach of this MOU.

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- ii. **Responsibilities for Actions:** Each party will be responsible for its own actions, including ensuring compliance with laws and regulations related to the performance of its obligations under this MOU. Neither party will be responsible for any misrepresentations or wrongful actions by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

For

**SIGNED for and on behalf of**  
TERN Technologies Ltd

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Signature CE2BC4E6C84B423...  
Name: Avinav Nigam  
Position: Founder CEO  
TERN Technologies Ltd

**SIGNED for and on behalf of SGT University**

  
Signature **Registrar**  
SGT University  
Budhera, Gurugram  
Name:  
Position: Registrar,  
SGT University, Gurugram

**Witness**

  
Signature  
Name: Diksha Kathpalia  
Position:  
TERN Technologies Ltd

**Witness**

  
Signature **Dean**  
Faculty of Nursing  
SGT University,  
Budhera, Gurugram  
Name: Prof. (Dr.) Sunil Kumar Dular  
Position: Dean, Faculty of Nursing  
SGT University, Gurugram