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## Memorandum of Understanding

This MOU is made, signed and executed on 5<sup>th</sup> May, 2021 between **SGT University, Gurugram, Delhi-NCR** and **Inspire Infotech Pvt. Ltd., New Delhi**, for providing iOS Industrial training to the students of **SGT University** to enhance their skills and upgrade them to current market trends and opportunities.

**Shree Guru Gobind Singh Tricentenary University**, commonly called as SGT University is located in Budhera, Gurugram-Badli Road, Gurugram, Haryana - 122505, herein after called the First Party

And

**Inspire Infotech Pvt. Ltd., Apple Solutions experts (Education)** and/ or its successors/ assignees having its corporate office at 407, Red Rose, 49-50, Nehru Place, New Delhi - 110019, herein after called the Second Party.

The legal authority from the first party will be Registrar SGT University, Gurugram, Delhi NCR and the legal authority from the second party will be Mr. Aldrin Castelino, Chief Executive Officer of Inspire Infotech Pvt. Ltd.

This MOU will be effective from May 5<sup>th</sup> 2021.

The above-mentioned parties mutually agree on the following;

A. Inspire Infotech Pvt. Ltd would be the training provider for students of Computer Science and Engineering Department, Faculty of Engineering & Technology of SGT University.

B. Agreed Terms

Both the parties mutually agree on certain course modules designed by the second party and shall be delivered by Second Party to the First party during the semesters.

First Party would be providing the entire infrastructure related (lab infrastructure, class rooms, seminars hall (if required) and lab assistant for the training program.

The First party will assign at the least two coordinators for the whole training period.

The Second Party shall assign SKLZ TECT LLP, a training and services company owned by Inspire Infotech Pvt. Ltd. to provide Apple related training programs, maintenance of iOS Lab, coordinating and invoicing.

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SKLZ TECT LLP, a training and services company of Inspire Infotech Private Limited,  
□ Apple Solution Expert (Education)

**(I) Special Provisions:**

Skiz Tect LLP shall charge Rs. 16,520.00 (including GST) as enrolment fees for Batch 2018-2022, semester 7<sup>th</sup> from every individual B-Tech student in iOS App development beginning the new academic session for the Apple track programme as per point 'A .1. of the revised proposal.

Skiz Tect LLP shall charge Rs. 59,591.00 (including GST) as enrolment fees for Batch 2019-2023, semester 5<sup>th</sup> 6<sup>th</sup> and 7<sup>th</sup> from every individual B-Tech student in iOS App development beginning the new academic session for the Apple track programme as per point 'A.2. of the revised proposal.

Additional Student Placement fee of Rs. 5900.00 (including GST) will be invoiced after student receives appointment letter within nine months (8th semester plus three months thereafter)

**(II) New Provisions:**

Skiz Tect LLP shall charge Rs. 1,12,690.00 (including GST) as enrolment fees for Batch 2020-2024, semester 3rd, 4th, 5th, 6th and 7th from every individual B-Tech student in iOS App development beginning the new academic session for the Apple track programme as per point 'A. 3. of the revised proposal.

Skiz Tect LLP shall charge Rs. 1,63,666.00 (including GST) as enrolment fees for Batch 2021-2025, semester 1st, 2nd, 3rd, 4th, 5th, 6th and 7th from every B-Tech students in iOS App development beginning the new academic session for the Apple track programme as per point 'B.1.' of the revised proposal.

Additional Student Placement fee of Rs. 5900 (including GST) will be invoiced after student receives appointment letter within nine months (8th semester plus three months thereafter)

**(III) New Program Pricing:**

Skiz Tect LLP shall charge Rs. 53,691.00 (including GST) as enrolment fees per semester from individual students enrolling in the one-year certificate course in iOS User Interface for the new academic session for the Apple track programme as per point 'C.1.' in the revised proposal.

Skiz Tect LLP shall charge Rs. 53,691.00 (including GST) as enrolment fees per semester from individual students enrolling in the one-year certificate course in Mac Integration and Mac Management for the new academic session for the Apple track programme as per point 'C.2.' of the revised proposal.

At the end of the training of each semester, Skiz Tect LLP will conduct an assessment test which shall be evaluated for the registration of the next semester after satisfactory performance based on Industry standards.

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Budhera, Gurugram





Skiz Tect LLP will organise campus recruitment and offer assured placement to all B-Tech students in iOS App development completing their evaluation process as per Industry norms as mentioned under Inclusions.

All students considered for the training, would be certified by Skiz Tect LLP at the end of program.

C. Deliverables from the First Party: Second party would be paid as per the Terms laid in the Point No: D.13 of the Terms and Conditions of the revised Order.

D. Program Schedule: The detailed contents of the program for the year 2021 has been discussed and agreed upon by both parties:

(I). In case of any changes/ updates in the training program, the same would be intimated to First Party and inculcated in the training after the approval of the First Party.

(II). First and Second Party shall provide the printing of the course content, however, the structure and logo's have to be decided prior printing.

(III). First Party must provide a place for the trainers to work in a staff room or alternate place between trainings.

(IV). After completion of training program all the hardware will be locked and will be under the supervision of the First Party.

#### GENERAL CLAUSE

1. IPR 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.

2. Confidentiality: Neither party shall publicise 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 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. 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 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.

3. 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 authorised representative of each party against whom enforcement of such modification, amendment or waiver is sought.

4. Independent Contractors: The status of the parties under this MOU shall be that of independent contractors. No party shall be authorised 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.

5. Compliance with Labor Laws: The Second Party shall be solely responsible for Compliance of EPFO, ESIC, GST and of all applicable Labor Legislations (as may be amended from time to time) in respect of the persons employed by or through it for performance of its obligation under this MOU. The Second Party agrees undertakes and warrants that it shall, for the purposes of this MOU, act as a Principal Employer taking on itself all legal (including but not limited to civil, criminal and tortious liabilities) and monetary liabilities and would be answerable at all times to any Competent Authority, Courts, investigative agencies for all acts or omission and commission attributable to its employees, agents, third parties and all persons connected with it.

6. The Second party shall include GST in the payment charged to SGT, well within the schedule, as envisaged by Service Tax Authorities.

7. First party shall maintain the register, which shall comprises, the detailed accounting activities, deposition of service tax as well as TDS, duly certified and audited.

8. This agreement shall be governed by laws of India and the parties hereby agree to submit to the exclusive jurisdiction of the district courts in Delhi, in respect of any matter arising out of this Agreement.

9. In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this contract, the parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The sole Arbitrator shall be appointed by the mutual consent of both the parties. The decision of the Arbitrator shall be binding upon the parties. The seat of Arbitration shall be at Delhi. The provisions of this Article shall survive the term/ termination of this Agreement.

10. The MOU shall be valid for a term of four years from 2021-2025, which may be extended with the mutual consent of both parties on the same terms and conditions.

11. This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended

  
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or terminated earlier. If at any time any party wishes to withdraw from further evaluations or discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussion. (in case Sklz Tect LLP is providing training, then Sklz Tect LLP must complete the batch in session and or registered irrespective of termination period/ date, subject to all payments and other obligations having been met by the first party)



Registrar  
SGT University  
Budhera, Gurugram  
SGT University  
First Party



Aldrin Castelino  
Chief Executive Officer  
Inspire Infotech Pvt. Ltd.  
Second Party