



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made & executed on the

...15/06/2024

BETWEEN

Shree Guru Gobind Singh Tricentenary University (hereinafter referred to as “**SGT University**”), having its registered office at Gurugram-Badli Road Chandu, Budhera, Gurugram, Haryana, India and represented by its **Registrar Prof. (Dr.) Joginder Yadav**, which expression, unless repugnant to the context, shall mean and include its authorized representative, successors in office and permitted assigns of the **FIRST PARTY**.

AND

Immersion Learning Pvt. Ltd. (hereinafter referred to as “**Immersion Global**”), having its registered office at 3A, Rainbowsend, No.25, 4th Main Road, Gandhi Nagar, Adyar, Chennai – 600 020, Tamil Nadu, India represented by its **Director Mr. Vijay Subramanian** which expression unless repugnant to the context or meaning thereof shall include its representative, successors in office and permitted assigns as **SECOND PARTY**.

Collectively hereinafter referred to as the “**Parties**” or may be individually referred to as “**Party**”. This **Memorandum of Understanding (“MoU”)** is made, in regard to promote Global Immersion Programs, Twinning Programs, International Mobility Programs, Study Tours, Entrepreneurial Immersion Programs, Exchange Programs, Study Abroad Programs, Internships, Faculty Mobility, Summer & Winter School Programs.

RECITALS:

About

SGT University is a private University in Gurugram, Haryana. The University came into existence by the Haryana Private Universities (Amendment) Act No. 8 of 2013, making educational opportunities available to all segments of society under the parasol of Dashmesh Educational Charitable Trust, founded in 1999. In fact, the seeds for magnificent growth were sown way back in 2002 with the establishment of SGT Dental College.


Registrar
SGT University
Budhera, Gurugram


15/6/24

The University is providing education in various disciplines, which is relevant for today's health care needs & highly competitive global market. The University offers a unique blend of theoretical & practical training & cutting-edge technology to students, making them technically well-rounded professionals.

The University wishes to establish a learning environment that shall motivate the students to explore their levels of potential & its related scope in their respective fields. The Mission is to develop, with a great sense of esthetics, a learning stimulating environment. The futuristic curriculum is specially designed to cater to the needs of the present era & also prepare the students on application fronts in working as a team with ethical, moral & professional liabilities. SGTU believes in the overall holistic development of our students as well as the faculty in every discipline so that they can perform their responsibilities in the community in best manner.

Immersion Learning Private Limited, is a leading player in the niche space of short-term international Mobility programs. Immersion learning also represents foreign universities in building partnerships with Indian Universities and education organisations with regards to Twinning Programs, International Transfer Programs, Semester Abroad, Research Internship Programs, etc. The Directors/Management of the company have a long experience in the international education space.

ARTICLE 1: PRINCIPLES AND SCOPE OF COOPERATION

- ☐ **Immersion Global** will be completely responsible for handling the immersion programs and all communications with the host international universities. Also, Immersion Learning Private Limited will be completely responsible for all concerns or issues that the students may have during the programs. SGT University will have no liability in any of these activities.
- ☐ Immersion Global will take on the responsibility of the students travelling throughout the program period with their expertise in delivering the best for the students. Immersion Global considers Students safety as the top priority during these programs by taking all precautionary measures possible within its scope of responsibilities.
- ☐ Payments may be collected directly by SGT University and passed on to Immersion Learning Private Limited, as per the number of students signing up for the programmes, wherever applicable OR the students can pay Immersion Learning Pvt Ltd. directly depending upon the program modules.

ARTICLE 2: MODES OF COLLABORATION

SGT University and **Immersion Global** propose to collaborate through:

- ☐ Taking students and Faculty Members to International Immersion programs, internship pro-grams, Study Abroad Programs, Entrepreneurial Immersion Programs and Faculty Immersion Programs / Visits to foreign countries such as Australia, United Kingdom, Singapore, Malaysia, Dubai, Poland, Spain, France, Germany, Korea, USA, Norway & other destinations for these Immersion Programs and other courses.
- ☐ **Immersion Global** will also try and facilitate relationship building and MoU signing opportunities with International Universities based on movement of students for the International Immersion programs.
- ☐ Both the organizations can use the logo in branding or in above mentioned tie-ups on website, placement and admission brochure.


Registrar
SGT University
Budhera, Gurugram


15/6/24

ARTICLE 3: PROGRAM MODULES

- **Specially Tailored Program for SGT University:** Based on **SGT University's** requirement, Immersion Global will meticulously curate the program in collaboration with overseas universities and provide comprehensive proposals and the costs will be arrived at in coordination.
- **Nationally Accessible Programs:** For programs that are accessible to students from various universities nationally, **Immersion Global** will extend the opportunity to **SGT University** students to participate in these programs at the already fixed costs by Immersion Global.

ARTICLE 4: CONTACT PERSONS

To facilitate cooperation under this MoU, both parties agree to designate contact persons for the purpose of communicating information and coordinating any necessary activities.

ARTICLE 5: TERMINATION

This agreement shall, unless otherwise extended by mutual agreement of the parties, shall terminate upon happening of any of the following events:

- i) Termination by mutual consent or
- ii) Termination by either Party due to breach of any of the covenants hereof by the other
- iii) Either party may terminate the agreement by written notification signed by the appropriate official of the Institution initiating the notice. Such notice must be received by the other party **SIX (6) months** prior to the effective termination date.

However, obligations and commitments already contracted for and involving their parties shall be honoured and continued by both parties until such commitments are completed. If the training or programmes are undergoing, then a notice will be given either from **SGT University** or **Immersion Global** for termination and post completion of training tenure/period, the termination will be effective.

ARTICLE 6: VALIDITY

This MoU shall be valid initially for a period of **FIVE (5) years**, from the date of signing by both Parties and can be extended further by mutual consent.

ARTICLE 7: NOTICES

- i) Any notice and other communications served in relation to this MoU shall be in English and delivered personally, by email, by courier or by postage prepaid registered post.
- ii) All notices shall be deemed to have been validly given on (i) if transmitted by facsimile or email transmission, the day immediately after the date of facsimile or email transmission with confirmed answer back, or (ii) if sent by registered post with acknowledgement due or by courier, the date of receipt. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (fifteen) days prior written notice.

✶ **Registrar**
SGT University
Budhera, Gurugram


15/06/24

ARTICLE 8: FORCE MAJEURE

Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Lockdowns) that was beyond the Parties reasonable control.

ARTICLE 9: Cancellation Policy & Refund Terms

- 1) Immersion Global will refund the Program Fee payment collected from the Students in the event of student cancelling within the prescribed timelines (within deadlines mentioned in the brochures) communicated to the students.
- 2) Immersion Global will refund the Program Fee payment in the case of Visa rejection.
- 3) Immersion Global will not be responsible for refunds in the case of Flight Tickets/Visa Application Charges/Travel Insurances as these are only services provided by Immersion Global and it does not have any control over these.

ARTICLE 10: GOVERNING LAW

The laws of Republic of India shall govern this MoU. The jurisdiction of this will be Gurgaon, Haryana.

ARTICLE 11: DISPUTE SETTLEMENT

Disputes if any, arising between the Parties, in connection with this MoU or any other matters connected therewith, the same will be mutually discussed and amicably settled between the parties, failing which, the disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under from time-to-time. The place of Arbitration shall be at **Gurgaon, Haryana**, India and the Arbitration proceedings shall be conducted in English language.

ARTICLE 12: AMENDMENT

Any amendment must be in writing and expressly state that it is amending this Agreement.


ARTICLE 13: CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared 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. 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.

ARTICLE 14: 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 contractor obligation of any kind in the name of,

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Registrar
SGT University
Budhera, Gurugram


15/06/24

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.

ARTICLE 15: LIMITATION OF LIABILITY

For the purposes of this MOU encompassing specific programs between Immersion Global and SGT University it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

ARTICLE 16: 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.

This MoU has been executed in two originals, one of which has been retained by **SGT University** and the other by **Immersion Global**.

IN WITNESS WHEREOF the authorised representatives of the parties have caused this MoU to be executed the day and year first above written.


For **SGT University**


Registrar
SGT University
Signature **Budhera, Gurugram**
Name: Prof. Dr. Joginder Yadav
Designation: **Registrar**
SGT University
Date:


Witnesses:

Signature
Name:
Designation:
Date:

For **Immersion Learning Pvt. Ltd.**

For Immersion Learning Pvt. Ltd.

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Signature **Managing Director / Director**
Name: Mr. Vijay Subramanian
Designation: **Director**
Immersion Learning Pvt. Ltd
x Date: **15/06/24**

Witnesses:


Signature
Name: **V. LAVANYA**
Designation: **Manager- Accounts**
x Date: **15/06/24**