



PERFECT PATHWAY
GLOBAL SERVICES

MEMORANDUM OF UNDERSTANDING

Internship Placement

This MEMORANDUM OF UNDERSTANDING ("MoU") is made at Delhi on the 11th day of June 2024.

BETWEEN:

Perfect Pathway Global Services Pvt. Ltd. (CIN: U78100UP2023PTC187561 & GST: 09AAOCP0151E1ZJ) having its address at 101, 1st Floor, Plot No. 29, Nukleus, Sector 142, Noida, UP, India – 201305, represented by Mr. Akash Faujdar, reachable through email at info@perfectpathwayedu.com and contact number +91-81303844666 (hereinafter referred to as "Party A").

AND:

SGT University having its address at Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana, India. represented by its Registrar, reachable through email at registrar@sgtuniversity.org (hereinafter referred to as "Party B").

Both the aforementioned parties are hereinafter collectively referred to as "the parties".

WHEREAS:

- That Party A is the official representative in India of many of the world's leading institutions, colleges, and universities in most streams of education. It started functioning as an educational service provider by offering necessary guidance and training to students who wished to pursue internships to fulfil their academic requirements.
- That this MoU has been executed between the parties with the objective to fulfil the internship needs of students through the provision of internship opportunities in Thailand.

Perfect Pathway Global Services Pvt. Ltd.

Akash Faujdar

Director

[Signature]
Registrar
SGT University
Budhera, Gurugram

- c) That, to implement this objective, Party A shall arrange internships for students pursuing a Bachelor's degree/ Master's degree / in Hotel Management with Party B.
- d) That, in order to arrange internship placements, Party A would require documents related to the internship which shall be procured by Party B from the concerned student/s.
- e) The legal contract/arrangement implemented between the parties under this MoU must adhere to the following priorities set forth by Party A:
 - i) The demand letter seeking employment and internship is to be forwarded in the scheduled time.
 - ii) Various benefits for employee/trainee must be included in the demand letter as agreed upon by both parties.
 - iii) Provision for visa fare and ticketing must be included by the student.

1. That this MoU shall:

- i) Facilitate and support the legal contract/arrangement between the parties for the demand and supply of trainees for internships at various hotels in Thailand.
- ii) Avoid duplication of efforts of the parties and ensure utilization of students' skills in the right places.
- iii) Document efforts made by the parties to provide skilled manpower to the right place.
- iv) The parties agree that in the performance of this Agreement, there will be no discrimination against Interns, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, or disability.

PARTY A AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO SECURE INTERNSHIP OPPORTUNITIES WITHIN THE FOLLOWING COUNTRY FOR STUDENTS ENROLLED IN A BACHELOR'S DEGREE AND POST GRADUATE PROGRAM IN HOTEL MANAGEMENT.

Country 1: Thailand

Program: Internship Program in Thailand

Program Cost: 1,45,000 INR

Payment Schedule:

To participate in the program, students will be required to make a series of payments to Perfect Pathway Global Services Pvt. Ltd. as outlined below. All payments are due within 48 hours of notification. Failure to make a timely payment will result in disqualification from the subsequent program stages.

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Pranav
Director

Registrar
SGT University
Budhera, Gurugram

1. **Registration Fee (₹10,000):** This initial fee is due upon expressing interest in the program. It will be used to process your application and register you for the program.
2. **Interview Fee (₹50,000):** This fee is due **after** your interview and is **only applicable if you successfully clear the interview round**. It signifies your continued commitment to the program.
3. **After Offer Letter (₹60,000):** This fee is due upon receiving your offer letter for the internship program. It confirms your acceptance of the placement.
4. **Visa Processing Fee (₹25,000):** This final fee is due **after** you receive your visa for the internship program. It covers the costs associated with visa processing and documentation.

Please note: Taxes Extra applicable on program cost. Students who do not make the required payment within the stipulated timeframe will be disqualified from the corresponding program stage, and their place may be offered to another candidate.

Internship Details:

- Working Hours: 10 hours per day
- Working Days: 5 days per week
- Insurance: Provided under the program by the Hotel- free of cost
- Allowance: Minimum stipend of 10,000 Thai Baht per month, inclusive of 2 days off per week
- Overtime: Subject to the policies of the respective hotels
- Meals: 2 meals per working day or per working shift
- Accommodation: Provided by the hotel free of cost
- Transportation: Provided by the hotel or conveniently accessible within walking distance
- Training Scope: Focused on specific areas such as Food & Beverage, Housekeeping, and Front Office Operations

Refund Policy

- a) Cancellation by the applicant after Placement Confirmation (reception of a program offer in writing) and payment of the application and Placement Confirmation: **NO REFUND**
- b) Failed visa application (Refusal by the Embassy or General Consulate forcing cancellation): **REFUND (minus Rs.40,000/-)**. In case of visa rejection by the embassy or General Consulate forcing cancellation, the student will be refunded Rs.1,05,000/-.

c) No refund will be given for any reason after initiating training in Thailand.

Refund Processing by Perfect Pathway Global Services Pvt. Ltd. to the student:

- In the event of an eligible refund, students will be refunded within 02 business days of receiving the official visa rejection notification or written withdrawal confirmation.
- Refunds will be processed through the original payment method used.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH THE TERMS AND CONDITIONS AS UNDER:

In consideration of the legal contract/arrangement between the parties and pursuant to the said MoU, the parties hereto agree that:


Party A commits to the following:

- Party A shall arrange internship placements for up to 12 months for the shortlisted and selected students (hereinafter referred to as "concerned student/s") of Party B as stipendium. The concerned student/s would be allowed overtime/extension of the internship as per the requirement and discretion of the hotel.
- Party A shall provide the concerned student/s of Party B the necessary orientation program for them to be familiar with the program information and rules and regulations of the hotel as well as the customs and traditions followed in Thailand.
- Party A shall help to arrange a certificate to be provided to each of the concerned student/s after their successful completion of the internship training program.
- If necessary, Party A shall arrange pre-interview and screening of documents as per the requirements of the hotel.
- Party A would require a minimum period of 2 months as processing time for allotment of the internship placements in Thailand.
- Party A acknowledges and agrees that the effective performance of their services requires acting with honesty and integrity and in furtherance of the interests of the Students. Party A also acknowledges and agrees that it will use ethical behavior and ethical decision making in the relationship with the Party B and with all persons dealt with by the Party A in the course of this Agreement.

Party B commits to the following:

- Party B shall provide interested students for the internship training program offered by Party A. The number of interested students allowed to participate in the said internship training program is to be mutually decided and agreed in writing by the parties.


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Budhera, Gurugram

Perfect Pathway Global Services Pvt. Ltd.

Director

- b) Party B shall provide all necessary documentation such as No Objection Certificate (“NOC”) of its student/s after duly obtaining the same from the relevant authorities before the departure of the student/s for their respective internship/s. Such documentation shall include the following:
- i) Write-up of the learning institution and regarding Party B
 - ii) Copy of academic certificates, identity card, passport, and four (4) passport-size photographs of the concerned student/s.
 - iii) The concerned student/s’ Curriculum Vitae.
 - iv) The concerned student/s’ medical report from an internationally-recognized registered hospital/medical center in India.
 - v) Any other documents as may be required by the relevant authorities from time to time.
- c) The student shall, at its own cost/expense, recall the student/s who have violated the hotel’s and/or Party A’s rules and regulations, as determined and advised by Party A at its sole discretion.
- d) Student shall ensure that, throughout the duration of the internship training program, the concerned student/s is not involved in any activities contrary or against the interests of Party A and/or the hotel and shall discontinue any such activities upon so being directed by the Party A and/or the hotel.
- e) Party B shall arrange special classes such as interview preparation, hospitality communications skills, pre-internship sessions as per the requirements of the hotel, etc. for the concerned student/s.

Term and Renewal: This MoU shall remain valid for 12 months from the date of its execution, 11th June 2024 to 10th June 2025, by the parties, and it may be renewed upon mutual agreement between the parties.

Termination:

- a) In case of non-compliance of the terms and conditions set forth hereinabove by either or both the parties, this MoU may be terminated by either party or both the parties herein unilaterally supported by the reasons for such termination in writing.
- b) Unless terminated earlier, this MoU shall terminate only upon the completion of its term of 1 year from the date of its execution. Following the termination of this MoU, Party A will return and/or delete any and all information belonging to the students of Party B that was collected during the validity of this MoU in accordance with the applicable law. Further, on termination of this Agreement for any reason whatsoever, Party A agrees to deliver promptly to the Party B all resources, assessment tools, equipment, files, books, documents (of any kind and in any format), and lists of any nature whatsoever in the possession of the Party A.

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or directly or indirectly under the control of the Party A and not to make or retain any reproductions or copies (in any form) of any such property or other property of the Party B. Party A agrees to turn over all work in progress to the Party B and will offer all assistance required by Party B in the transition of the work.

- c) The termination of this Agreement does not affect any rights of Party B, which may have accrued prior to said termination.

Amendments:

This MoU is subject to amendment/s upon mutual agreement between the parties at any time. Unless this MoU is terminated, the continuation of the legal contract/arrangement between the parties under this MoU shall constitute mutual acceptance of the new terms and conditions herein.

Dispute Resolution, Governing Law and Jurisdiction:

This MoU is governed by the laws of India. If any dispute, differences or claim(s) arise between the parties in connection with this MoU or its existence, validity, interpretation, implementation, termination or alleged breach of this MoU or anything done or omitted to be done pursuant to this MoU, the parties shall first endeavour to resolve the same through mutual discussion and negotiation. However, if the dispute is not resolved through mutual discussion and negotiation within 30 (thirty) days, or any period mutually decided by the parties after the commencement of such mutual discussion, or within such period as mutually agreed by the parties in writing, then the parties may refer the dispute for resolution by arbitration in accordance with the Delhi International Arbitration Centre (DIAC) (Arbitration Proceedings) Rules, 2023 (DIAC Rules) which rules are deemed to be incorporated by reference in this clause. In furtherance of the same, the dispute shall be referred to a sole Arbitrator to be appointed as per the Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be in Delhi and the arbitration shall be conducted in English language. The law governing this arbitration agreement shall be the Arbitration and Conciliation Act, 1996 [India].

Any and all disputes, controversies, and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Delhi.

Contact Persons :

To facilitate cooperation under this MoU, both parties agree to designate contact persons for the purpose of communicating information and coordination any necessary activities. The following people will be the designated persons:

PARTY A:


Registrar
SGT University
Budhera, Gurugram

Perfect Pathway Global Services Pvt. Ltd.

Director

Name of the person: Akash Faujdar
Designation: Director
Email id: info@perfectpathwayedu.com
Number: 8130384466

PARTY B:

Name of the Person: Dr Joginder Yadav
Designation: Registrar
Email id: registrar@sgtuniversity.org

Confidentiality: Party A acknowledges and agrees that in the course of performing services under this Agreement, Party A will acquire or create confidential information. Party A acknowledges and agrees that any disclosure of confidential information to any third party would be highly detrimental to the interests of Party B. Party A agrees to hold in strict confidence and not disclose or use, for any purpose, any confidential information save and except in connection with the proper discharge of its obligations pursuant to this Agreement or as otherwise required by law. The obligation upon Party A to protect the Confidential Information of Party B under this agreement shall survive any expiration or termination of the relationship between the parties for any reason.

Party A 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 to or accessed by the Party A under this MOU. Party A further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with the DPDP Act. Party A 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 authorized by Party B.

Indemnity Clause: Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non Defaulting Party") indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this MOU or arising from any breach of terms and conditions of this Agreement including any third party claims for infringement of intellectual property rights.

Relationship: 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

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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

Assignability: This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party

General Condition

The MOU does not imply any financial obligations or legal binding on either party.

The parties hereby affirm that they know, understand and agree to all the terms and conditions of this MoU, as mutually negotiated.

The parties herein shall sign and execute this MoU to give it effect between the parties.

IN WITNESS WHEREOF the parties herein have executed this MoU on this day and year first hereinabove written.

Perfect Pathway Global Services Pvt Ltd (Party A):


Director

Signature:


Name: Akash Faujdar

Position: Director

Date: 11/06/2024

(Stamped and Signed by Authorized Signatory)

SGT University (Party B):


Registrar
SGT University
Gurgaon, Gurugram

Signature:

Name: Dr. Joginder Yadav

Position: Registrar

Date: 11/06/2024

(Stamped and Signed by Authorized Signatory)