# SkIztect

## Let's touch the sky together

# Memorandum of Understanding

This MoU is made, signed and executed for creating a partnership to develop and implement Mobile Application Projects by and between

Shree Guru Gobind Singh Tricentenary University, for Faculty of Engineering and Technology through the Registrar of the University located in Chandu, Budhera, Gurgaon - Badli Road, Gurugram, Haryana – 122505 Herein after called the **First Party or SGT** (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

Sklz Tect LLP, a mobile application development, a subsidiary of Inspire Infotech Pvt. Ltd., iOS, OS X and Apple Authorized Reseller and an Apple solution expert (Education) having its address: 406, Red Rose Building, 49-50, Nehru Place New Delhi – 110 019.

Herein after called the **Second Party** or Sklz Tect (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 Registrar, SGT University, Gurugram, Delhi - NCR and the legal authority from the second party will be Mr. Aldrin Castelino, CEO and Founder of Sklz Tect LLP.

This MoU will be effective from 01st July 2021.

WHEREAS

1.  FEAT, SGT University, Gurugram is an Engineering and Technology faculty engaged in the research and development of unique projects for Industry-academia in various domains of iOS app development and Core ML. The FEAT is also engaged in exploring synergies between Digital Marketing, UI Design and Skill Development.

2.  Sklz Tect LLP, is engaged in the business of Mobile Application development and training of various Apple programs.

3.  This MOU describes the terms and conditions under which the Parties will collaborate for consultancy in development of Mobile Application, Web Application and Digital Marketing and the parties intend to work towards development of mutually beneficial interests. The parties agree that any specific Project will be implemented through

Registrar
SGT University
Budhera, Gurugram

individual separately executed Project Sheet, each of which would constitute a separate MOU in itself;

4. The following Annexure is attached hereto and incorporated into this Agreement by this reference:

   **Annexure A** – Sample Project Sheet

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

1. Definitions
   (a) "Project Sheet" shall mean a MOU substantially similar in format to Annexure A for the acquisition of Services, which is subject to the terms and conditions of this MOU. Each Project Sheet shall specify the Services, the applicable fees, resources of the Parties being utilized, and any deliverables to be provided. Unless expressly stated as amending the MOU specific to a Project Sheet, in the event of a conflict between the terms of this MOU and the terms of Project Sheet, the terms of this MOU shall prevail and govern.
   (b) "Services" shall mean development and consulting services performed by Second Party for First Party as specified in Project Sheet.

2. **SCOPE OF MOU**
   (a) The MoU will be for four years and it will be on a profit-sharing model. Strategic accounts can be added after mutual discussion to see the learning and uniqueness of projects where strategic accounts may be defined as the clients from where the consultancy will be acquired in the field of new emerging technologies like (but not limited to) Machine Learning, Augmented Reality, Security etc.
   (b) Start Date: 01st July 2021.
   (c) There will 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 share with the staff to follow project guidelines.
   (d) Sklz Tect LLP will acquire projects in collaboration with FEAT with an aim to achieve a yearly target of INR 25,00,000.00 as decided mutually for particular business model. The target value can be achieved from multiple clients or from the same client.
   (e) Sklz Tect LLP will provide resources at the time of marketing where any technical presentation and inputs will be required.
   (f) The project enrolment will be done either offline or online mode for any prospective account which will be shared with duplicate copy to maintain the record and provide services to the client/s.
   (g) Project payments shall be remitted to SGTU. SGTU shall further remit back- -to-back payments to Sklz Tect LLP for development and operational expenses.
   (h) Since project execution shall be undertaken by Sklz Tect. Mobilisation advances and development costs must be transferred from SGTU to Sklz Tect within 15 days of performa invoice raised by Sklz Tect to SGTU and payment received from the client. Sklz Tect shall invoice SGTU for the amount decided based on

Registrar
SGT University
Budhera, Gurugram

the payment specified in the proposal. SGTU shall deduct TDS of 10% and transfer the payments.

(i) Sklz Tect shall keep and maintain appropriate records reflecting hours worked and costs and expenses incurred in connection with its performance of Services under this MOU. Sklz Tect, within seven (7) days of SGT's written request will make available to SGT, sufficient access to its books and records in support of expenses incurred or any invoice(s) issued by Sklz Tect pertaining to Services provided under the relevant Project Sheet, provided that: (i) Sklz Tect shall have an obligation under this Section to provide SGT only those records which are related to the specific Services for which Sklz Tect issued the invoices in question or incurred the cost, and (ii) such examination and audit must take place during the Sklz Tect's regular business hours and will not unreasonably interfere with its business operations.

## 3. PROFIT SHARING MODEL

(a) The profit-sharing model pertains to a client/s under category of Strategic & Emerging Technologies (as mentioned in 2 (a)).

(b) The profit-sharing model will be for **all four years.**

(c) The profit margin under this category must be a minimum of 20%.

(d) The profit-sharing ratio for **Web Application** is **70:30** for all the four years. (Sklz Tect@70 and SGTU@30)

(e) The profit-sharing ratio for **Mobile Application** is **70:30** for all the four years. (Sklz Tect @70 and SGTU@30)

(f) The profit-sharing ratio for **Digital marketing** is **70:30** for all projects linked to Web Applications (Sklz Tect@70 and SGTU@30)

(g) A Prinicipal Investigator shall be nominated from either party to monitor the project progress.

## 4. Provisions:

Sklz Tect LLP will not include any profit-sharing revenues that it receives from existing clients or referrals.

## 5. OBLIGATIONS/Roles of FEAT, SGTU and Sklz Tect LLP.

(a) Mobile App Development: Sklz Tect LLP shall be responsible for execution of the full stack projects that includes Designing and Back End (Decided by Project Coordinator after consulting with Dean, FEAT) which will be required at the time of execution along with fulfilment of projects including completion certificate. Any loss to SGTU arising out of delay or deficiency in service/s by Sklz Tect LLP will have to be made good by Sklz Tect LLP.

(b) Sklz Tect LLP shall provide designers, developers, project lead and software necessary for development.

(c) The developmental resources comprise of Pre-sales, Project coordinator, Designers, Front end developers and a project manager. Students of SGTU (Apple Track) will be involved with all projects related to their domain, talent and willingness to learn.

(d) Professional resources like domain experts mainly UX and Digital Marketing shall be hired as a consultant from time to time based on type of project.

Registrar
SGT University
Budhera, Gurugram

(e) <u>Sales obligation:</u> Sklz Tect LLP agrees and undertake to provide well qualified, competent and adequately trained pre-sales manpower for project acquisition

(f) <u>Market development obligation:</u> Unless otherwise contained in this MOU, Sklz Tect LLP shall be solely responsible to promote, market and develop the business effectively, obtain orders for the services, etc. in order to discharge obligations, in an appropriate and efficient manner, as desired by Industry standards.

(g) <u>Project price:</u> Sklz Tect LLP will book orders in the name of SGTU as per the profit guideline of twenty percent based out the project study. If any discount are offered to the client, other than the profit guideline, it will be borne by Sklz Tect LLP.

(h) <u>Payment Collections:</u> Sklz Tect LLP shall be solely responsible for the collection of all amounts due from the client while booking the services. Sklz Tect LLP shall ensure that all collections are made through cheque or a bank draft, shall be drawn in favour of SGT University. All the collections have to be made in advance.

(i) Warranties : Sklz Tect represents and warrants that during the performance of its obligations under this MOU Sklz Tect: (1) will not violate any patent, copyright, trade secret or other property right of any other party and, (2) except as explicitly agreed to in writing by SGT, Sklz Tect shall not use any third-party technology (including, without limitation, third party software, open source software, public domain software or materials developed by Sklz Tect or by any other third party) in connection with the performance of the Services under this MOU.

6. **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: 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.

Registrar
SGT University
Budhera, Gurugram

7. **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 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.

8. **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.

9. **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.

10. **INDEMNIFICATION**

Sklz Tect 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 pursuant to the Project Sheet arising out of any of the following: (a) Sklz Tect's failure to comply with applicable laws, regulations or orders; (b) any negligent act or omission or intentional misconduct on the part of Sklz Tect, its officers, employees (including its consultants on assignment), subcontractors, or agents; (c) breach by Sklz Tect of any obligation

Registrar
SGT University
Budhera, Gurugram

contained in this MOU; (d) in connection with any claim that the Services or any deliverables prepared or produced by Sklz Tect 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.

11. **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.

12. **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, Sklz Tect LLP and SGT University, this agreement to be executed by their duly authorized representatives identified below:

SGT University

(Signing authority)
Registrar
Registrar
SGT University
Budhera, Gurugram

Sklz Tect LLP

(Signing authority)
Director NEW DELHi

# ANNEXURE A

The proposed Mobile Application Development project include:

Client Information

1. Executive Summary
2. Company Information
3. Project Description
    - Product Functionality
    - Use Cases
    - Stakeholders
4. Project Scope Requirements
    - Services
    - Operating Systems and Platforms
    - Backend Requirements
    - Push Notifications
    - Analytics
5. Budget
6. Project Timeline
7. Proposal Timeline

Vendor Information

1. Company Overview
2. Service Offerings
3. Development Lifecycle Philosophy
4. Case Studies
5. Proposal
    - Solution Overview
    - Project Scope
    - Project Timeline
    - Pricing Model

Registrar
SGT University
Budhera, Gurugram

o    Maintenance Plan and Product Roadmap

## Mobile Application Development Proposal

Part One (To be completed by the client/ collected by the vendor)

### 1. Executive Summary

Provide a summary of organisation, the business case the mobile product will address, and the required solution.

### 2. Company Information

Provide a high-level overview of the company:

- Why does the company exist? (what problem is it trying to solve?)
- What products or services does the company provide?
- What industry and market(s) does it operate in?
- Who is the internal project lead(s)?
- Who are the key stakeholders/leadership?

### 3. Project Summary

Provide as much detail as possible about the project to provide a thorough understanding of the required solution.

### Problem Summary

Describe the core business or customer problem the mobile solution intends to address.

- What are the business objectives?
- What is the product vision?
- Who are the target users of the application?
    - Provide preliminary user personas
    - What are your users' goals? What are their challenges?
    - What situations might keep your users from converting? (ie. failure to understand the benefits of the app, difficulty navigating the app, etc.)
- Will this be a mobile-only solution, or is this project attached to a larger project?

### Goals & Success Criteria

Describe the criteria, metrics, and benchmarks that will determine the success of the mobile solution.

- What are your quantifiable business goals?
- What are your user/download goals?
- What are your goals for three months, six months, and a year post-launch?
- How do you intend to measure these goals?

Registrar
SGT University
Budhera, Gurugram

## Functionality

Describe in as much detail as possible the end-to-end solution you're looking to develop and describe the core functionality of the mobile app.

- What kind of functions is the app to perform?
- What features are necessary to create the required functionality?
- Include a prioritised list of features?
- Include user journeys, wireframes, and mockups for the solution.
- Include a clickable app prototype.

## Use Cases/ Proof of Concept

Take us through a use-case of the app. From start to finish, how would a user interact with the app?

## Stakeholders

Who are the project decision-makers and the key leaders?
Specifically, who will be leading the project on a daily basis?
What level of involvement do other stakeholders have in the project?

## 4. Project Scope Requirements

### Services

What services do you require? Are you looking for services throughout the entire project lifecycle or only specific stages of production?

- Consulting and Product Strategy
- Development
- Design and User Experience
- Quality Assurance and Testing
- Technical Delivery

### Platforms

What platforms will the solution be built on?

- iOS
- Android
- Web
- Connected TV (Apple TV, Roku, Amazon Fire, Chromecast, Tizen, etc.)
- Other _____

Please distinguish which platform is your main priority. Several restraints (timeframe, resources, target audience, budget, etc.) can affect the number of platforms you're able to develop on. The number of platforms you require has a direct impact on the cost of your project. If you develop for multiple platforms, then you are asking for multiple codebases: keep in mind, each platform mandates different developer backgrounds and skillsets, which carry cost implications.

Registrar
SGT University
Budhera, Gurugram

## Backend

Do you have existing systems such as web services or CMS? If so, describe them. Do the existing systems have available APIs and documentation to access? Is there a need for the vendor to develop web services or APIs? Do you have a current internal database? If so, what type? (Oracle, Excel, Salesforce, MongoDB, etc.)

## Push Notifications

Will you require push notifications for your solution? If so, how often do you intend to customise push notification content? With what frequency will you need to send push notifications?

## Analytics

Will you require analytics for your solution? If so, what kind of data do you need to collect?

## 5. Budget

Mobile app development budgets vary significantly. The budget is affected by two primary factors:

- Scope (size) of the project
  - Number of platforms
  - Number of functions and features
  - Number of user flows
- Quality and experience of the vendor

Identifying a budget is essential for receiving responses from vendors and setting exact expectations for the project.
Including a budget in your proposal allows clients to understand exactly what services you are offering to meet your business goals.

## 6. Project Timeline

- What date is the project due to launch?
- Is the launch date associated with an event?
- Are there any dependencies that influence the launch date?
- When do you need development to start?
- Do you have expectations for how long the project will take?

## 7. Proposal Timeline

Provide a due date for proposals to be submitted by, and an ensuing timeline including evaluation of proposals, shortlisted presentations (if required).

Part Two (To be completed by the SKLZ TECT/ SGT U)

Registrar
SGT University
Budhera, Gurugram

## Company Overview

Provide an overview of the company, the leadership, and the executive team.

- How long has the company been in business? What is its mission?
- How does the agency provide value above its competitors?
- What is the size of the company?
- What are the sizes of the development, design, quality assurance, product, and project management teams?
- Where are the employees located? Will any work be done overseas?

## Service Offerings

What kind of services does your company offer? Provide a description of each?

- Consulting and Product Strategy
- Development
- Design & User Experience
- Quality Assurance
- Maintenance and Future-proofing

## Development Lifecycle Philosophy

- What development philosophy does the company follow?
- Why has it elected to follow this philosophy?
- What has the company done to refine or improve it?
- Who owns the code?
- What coding standards and best practices are followed?

## Case Studies

Provide a list of clients, awards, and summaries of client projects. Please summarise the challenge, solution, and end result of each project.

## Solution Over View

Provide a summary or description of the product being built.

- Who will be involved in the project? Please provide the resources you would use to tackle the requirements listed above and weekly cost for the team involved.
- What product management, project management, communication, and development tools will be used? Will the client have access to these tools?
- What will the key features be? Please provide a short summary.
- What platforms will the solution be developed for?

## Project Scope

Provide comments and concerns about the supplied project scope in relation to the proposed timeline, budget, and project risks.

## Project Timeline

Registrar
SGT University
Budhera, Gurugram

Page 5 of 6

Provide a detailed project timeline including estimated start dates, schedule of activities, deliverables and resources to be used.

Pricing Model

Provide an estimated price based on the scope of the project. Please include a fee breakdown in relation to time, scope, and weekly team costs.

Maintenance And Support Plan

Provide a summary of the types of service level support plans that are offered and a breakdown of services and costs.

Registrar
SGT University
Budhera, Gurugram

KLZ TECT LLP
NEW DELHI