



## Memorandum of Understanding

This MoU is made, signed and executed for implementing and executing of Software Development Projects by and between.

Shree Guru Gobind Singh Tricentenary University, IT & ERP Implementation Team through the Manager ERP located in Chandu, Budhera, Gurgaon - Badli Road, Gurugram, Haryana – 122505 hereinafter called "First Party" or SGTU (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

Skiz Tect LLP, a software development and an application company, a subsidiary of Inspire Infotech Pvt. Ltd., iOS, OS X and Apple Authorised Reseller and a Microsoft Partner having its address: 406, Red Rose Building, 49-50, Nehru Place New Delhi – 110 019 hereinafter called the "Second Party" or Skiz 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 Accounts Officer, SGT University, Gurugram, Delhi - NCR and the legal authority from the second party will be Mr. Aldrin Castelino, CEO and Founder of Skiz Tect LLP.

This MoU will be effective from November 1<sup>st</sup>, 2021.

WHEREAS

a) ERP Team, SGT University, Gurugram is an institution engaged in the research and development of unique projects for Industry-academia. The ERP department



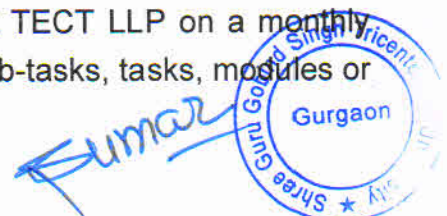
is also engaged in building student development community to promote Digital Assurance, Digital Creativity and Skill Development.

- b) Sklz Tect LLP, is engaged in the business of Mobile Application, ERP application Software Development and training of various Apple related programs.
- c) Scope of Project Current Projects are mentioned as mentioned in Annexure "A".

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

### **1. SCOPE OF MOU**

- a) The MoU will be for three years and it will be on an outsourced model. New applications can be added after mutual discussion based on the uniqueness of Projects. The term of this MOU may be extended by such further period as may be mutually agreed upon by the Parties in writing. This MOU may be terminated by either Party by giving the other Party 30 days written notice. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.
- b) Start Date: 1<sup>st</sup> November 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 understand and share with the development team to follow project guidelines.
- d) Sklz Tect LLP will complete sub-tasks, tasks and modules within the project in coordination with ERP department to achieve milestones and targets as decided mutually for particular sub-tasks, tasks and modules.
- e) Sklz Tect LLP will provide technical presentation and inputs when required.
- f) The particular sub-tasks, tasks, modules and project enrolment will be done in Hybrid mode (offline and online). Every project will have a record of documentation of effective work done duly signed by both parties during handover.
- g) Project payments shall be remitted to SKLZ TECT LLP on a monthly basis after completion of UAT of particular sub-tasks, tasks, modules or





project which duly signed by ERP Team. Payments must be done within 7-10 days of submission of Invoice.

- h) SGTU shall deduct TDS of 10% and transfer the payments in timely manner.
- i) Sklz Tect shall keep and maintain appropriate records reflecting 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 this MOU, 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.

## 2. PROPOSED SOFTWARE DEVELOPMENT MODEL (OUTSOURCED)

1. The proposed Software Development model (outsourced) pertains to SGT Enterprise Resource Planning (ERP) for internal consumption and capacity building.
2. The proposed Software Development model (outsourced) will be for three years.
3. The proposed Software Development model (outsourced) feasibility will be reviewed every quarter.
4. The proposed Software Development model (outsourced) pricing will be reviewed every year based on skills sets, performance criteria and criticality of the project as mentioned in Annexure "A".
5. The rates proposed are for 8 manhours/ day basis. Manhours will be negotiated based on sub-tasks, Tasks, modules and project enrolment mutually decided by both parties as mentioned in Annexure "A".
6. The proposed Software Development costs for Front End that includes HTML, CSS, Angular JS or React) will be Rs. 856/- (Rupees Eight Hundred and Fifty-Six only) plus service tax as mentioned in Annexure "A".
7. The proposed Software Development for Back End with Micro Services with database on Java Technology stack (J2E, JQuery, JSP, Jscript), Web technologies like HTML and CSS. MVC Architecture and Micro Service architecture development.





will be Rs. 2541/- (Rupees Two Thousand Five hundred and Forty-one only) plus service tax as mentioned in Annexure "A".

8. The proposed Software Development for Lead Architecture/ Technical Design as per dynamic requirements will be Rs. 5932/- (Rupees Five Thousand Nine Hundred and Thirty-Two only) plus service tax.

**Provisions:**

Other applications which are unique and does not fall under the any of the above requirements will be charged at actual market prices as may be mutually agreed upon by the Parties in writing as mentioned in Annexure "B"

**3. OBLIGATIONS/ Roles of ERP, SGTU and Sklz Tect LLP.**

- i. 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) which will be required at the time of execution along with fulfilment of projects including project 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.
- ii. Sklz Tect LLP shall provide the profile of designers, developers, project lead and software licenses and tools necessary for development.
- iii. The developmental resources comprise of Project coordinator, Technical Writer, Designers, Front End Developers, Back End Developers and project manager. Students of SGTU (FEAT) will be involved with all projects related to their domain, talent and willingness to learn.
- iv. Professional resources like domain experts mainly UX, Machine Learning and Augmented Reality and related to Digital Marketing shall be hired as a consultant from time to time based on project requirements.
- v. Project obligation: Sklz Tect LLP agrees and undertake to provide well qualified, competent and adequately trained Software development manpower for project completion.
- vi. Project Price: Sklz Tect LLP will execute project/s under the ERP department of SGTU as per the guidelines laid by the department. The SKLZ TECT team will be available for meeting whenever required.





vii. Payment Collections: Sklz Tect LLP shall be solely responsible for the collection of all amounts due from SGT University. The ERP team and the outsourced development team is not liable to follow up for payments on behalf of SKLZ TECT.

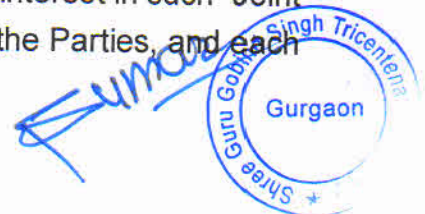
viii. Warranties: Sklz Tect represents and warrants that during the performance of its obligations under this MOU Sklz Tect: (1) will not violate any patent, copyright, trade secret or other property right of any other party and, (2) except as explicitly agreed to in writing by SGT, Sklz Tect shall not 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

#### 4. **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: Current ERP Applications and business logic integrated in SGT ERP will be the proprietary asset to SGT University. Any development made to enhance or improve or develop functionality will not be claimed by Sklz Tect LLP or their successors.

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





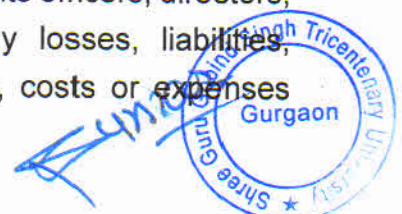
party will be free to enjoy all rights and privileges accorded through the ownership of such "Joint Intellectual Property" without accounting to the other. The Parties further agree and warrant that they will, without any objection or condition, do all acts necessary for the other Party to enjoy such "Joint Intellectual Property" including but not limited to giving requisite licenses or rights for the same.

## 5. **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.

## 6. **INDEMNIFICATION**

Skiz 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 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 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.

#### **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.

#### **AMENDMENT:**

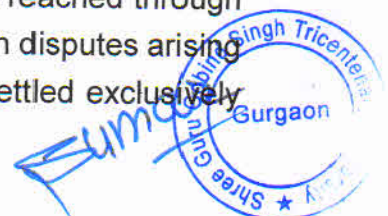
Any modification, amendment, or waiver of any provision of this MOU shall be effective if, but only if, in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment or waiver is sought.

#### **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.

#### **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



SKLZ TECT LLP



(Signing authority)  
Director



## Annexure "A"

### Proposal for Software development (Full Stack) on ERP Solutions

#### Software Development

S.No	Items Description	Rate/ day (INR)	1 Man Day/ 8 hours	GST @18%	Amount (Rs.)
1	Front End ( Angular JS or React)	856.00	1	154.00	1,010.00
2	Back End with Micro Services (J2E, JQuery, JSP and Web Technologies	2541.00	1	457.00	2,998.00
3	Lead Architecture/ Tech, Design (Based on requirements)	5932.00	1	1067.00	6,999.00

- Front End that includes HTML, CSS, Angular JS or React.
- Back End with Micro Services with database on Java Technology stack (J2E, JQuery, JSP, Jscript and web technologies like HTML and CSS.
- MVC Architecture and Micro Service architecture development.



## Annexure "B"

### Software development not considered under the projects

1. Projects refers to new and hybrid technologies currently in the initial stage or beta version.
2. Projects based on older technologies that are obsolete and not feasible to maintain.
3. Projects which cannot be executed without a role of a technical consultant/s.
4. Jointly created Intellectual Property (IP based projects) to be discussed separately and signed off mutually.

