

## **MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** is entered into at Gurugram, India on the 30<sup>th</sup> Day of November 2022

### **BY AND BETWEEN**

**SAMKALP VEDHIK IAS ACADEMY** (a registered trust under Indian Trust Act 1882), having its registered office on the E-1, Model Town, New Delhi - 110033 represented by its Chairman, Dr. Prasanna Kumar I A S (Rtd.) hereinafter referred to as **SAMKALP VEDHIK** the '**FIRST PARTY**'

and

**SGT UNIVERSITY** having a registered office on the Gurugram Badli Road, Village Budhera, Gurugram - 122505 Haryana are represented by its Registrar, hereinafter referred to as SGTU the '**SECOND PARTY**'.

1. The FIRST PARTY is a charitable organization providing education and coaching for different competitive exams and other educational services under the brand name "**Samkalp Vedhik IAS Academy**"
2. The SECOND PARTY came into existence in 2013 through a Govt. of Haryana Legislative Act. It has 18 departments offering 160 UG, PG & doctorate-level courses.
3. As part of improving the academic activities of the SECOND PARTY, it has decided to have a collateral understanding with the FIRST PARTY to have a coaching center at the premises of the SECOND PARTY so that the same will be useful to both sides. This collateral understanding is entered only for the purpose of conducting the coaching class to the students of SGTU and other students from outside. The mode of classes will be classroom coaching and online coaching for different competitive examinations and other educational services.



4. The premises including the infrastructure facilities of the SECOND PARTY will be used for carrying out training and educational activity as stated above.
5. The FIRST PARTY is equipped with a sufficient resource team, research and development team, content development team, administrative and marketing team to carry out the Coaching and training programs for different competitive exams.

Now, therefore, the parties hereby execute this memorandum of understanding in consideration of the mutual promises, representations and warranties and in accordance with the terms and conditions specified hereunder.

#### **1. THE COLLATERAL UNDERSTANDING:**

- (a) The SECOND PARTY will provide all physical infrastructures like classrooms, furniture, Projectors, and other facilities for conducting civil service coaching by the FIRST PARTY.
- (b) The FIRST PARTY shall conduct Civil Service coaching and other coaching & training programs for all students including the students of the SECOND PARTY on online and classroom mode. The FIRST PARTY shall be responsible for the entire quality, discipline, and results of the coaching program.
- (c) The parties have decided to conduct the classes under the name **Samkalp Vedhik IAS Academy in association with SGT University**
- (d) The parties agreed the above name shall be used only for this purpose and neither party shall use the name independently unless authorized by other party.

#### **2. THE NATURE AND RESPONSIBILITIES OF THE PARTIES:**

##### **(A) THE FIRST PARTY**

- i. The FIRST PARTY shall conduct the classes using the premises of the SECOND PARTY to provide Civil Service coaching and other training programs, study materials, formulated syllabus, curricula, manage admissions,





undertake the administration of the business, manage finance, maintain discipline etc.

- ii. First Party shall conduct the UPSC Civil Service Coaching Program for the students of SGTU and interested students from outside. It shall be the responsibility of the First party to ensure that the students from outside should maintain proper discipline and follow the code of conduct inside the University premises and further the First Party shall also conduct the background verification of the students from outside.
- iii. Shall do all Seminars, Career Guidance programs, workshops and Soft skill development programs, etc. for generating enquiries and admission.
- iv. Shall make sure the Discipline and goodwill of the Organization.
- v. the FIRST PARTY shall provide monthly periodical academic reports to the SECOND PARTY in relation to the activities

**(B) THE SECOND PARTY**

- i. To provide the premises, required physical infrastructure including classrooms and facilities for students.
- ii. Apart from classroom facility provide office, power backup, boards, projectors, electricity, water, and such other facilities.
- iii. Shall organize Seminars, Workshops, Career Guidance Programs and aptitude tests to find potential civil Service aspirants from the campus.
- iv. The second party can engage a **course coordinator** to supervise the entire activities, including the verification of accounts
- v. The Second Party will collect the course fee from the respective students and share the revenue with First Party.



### **3. COURSES AND FINANCIALS:**

➤ **One Year, Two Year and Three Year Hybrid Coaching**

**Course Fee:** INR. 30,000/- Plus GST (3 equal installments at the beginning of each year).

Every month two classroom coaching included in the Program.

**Revenue Sharing:** 75% to First Party and 25% to the Second Party (for providing the necessary infrastructure to the First party within the University premises).

Faculty Accommodation Should be provided by Second Party if it's required.

➤ **One Year Civil Service Program for All** (For the students from outside the University)

Duration 10 Months.

Weekly Five Days Face to Face Class

Daily 9.30 am to 4.30 pm

**Course Fee:** INR. 90,000/- Plus GST. Special fee will worked out for the second party


For this program, minimum 70 students are required and in case if the students fall short of 70, the First party shall conduct this program in hybrid mode and this fact shall be told to the students enrolling for this Program by the First Party before enrollment.

Food will be provided by Second Party on chargeable basis and accommodation can be provided on chargeable basis outside the University subject to the availability

**Revenue Sharing:** First Party 75% and Second Party 25% (for providing the necessary infrastructure to the First party within the University premises)

### **4. TERM OF AGREEMENT:**

The Term of the agreement shall be **Nine years** from the date of signing the MOU and extendable as per the mutual consent of both parties. Either party, upon 30 days prior written notice, may terminate the MoU in whole, or in part, at any time before the date of expiration without liability to the other party. Further, either party may terminate this MoU, if the other party is in breach of this MoU and fails to cure such breach within fifteen (15) days after written notice to that effect. The termination by





either of the parties shall not relieve that party of its obligations accrued under this MOU, prior to such termination. In the event of termination, First Party will support the students of Hybrid coaching as well as regular Civil service program until the end of the course for which they have enrolled.

#### **5. CONFIDENTIALITY:**

- 5.1 The Parties shall at all times keep confidential any information pertaining to this Agreement (including but not limited to, the price and terms of sale). Each party shall protect any Confidential Information provided by the other party with the same degree of care as it exercises for its own information of like nature, use Confidential Information for the sole purpose of fulfilling its obligations under this MoU and/or return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MoU.
- 5.2 The above confidentiality obligation shall not apply to any information which at the time of the disclosure is publicly available or becomes publicly available otherwise than, directly or indirectly, through the breach by the Parties of their confidentiality obligations and the disclosure of which is specifically required under the directions by any Governmental authorities.
- 5.3 "Confidential Information" means any written information which a Party deems proprietary and clearly marked as "Confidential" or any proprietary information provided verbally from one Party to another and subsequently identified as confidential at the time of disclosure. Except as otherwise provided herein, neither party shall use any trademark, service mark, logo or other proprietary right of the other party without that party's written consent

#### **6. APPLICABILITY:**

This MOU is binding on both the parties till such time as the parties entered into definite agreements. The rights and benefits, liabilities, and responsibilities contained in the MoU cannot be assigned to any other person without the written consent of the other.



## **7. DISPUTE RESOLUTION AND JURISDICTION:**

All disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with or interpretations of this MoU or for the breach thereof shall be settled amicably between the parties through negotiations. . In the event, no conciliation is arrived at within 30 (Thirty) days after commencement of such conciliations the same shall be resolved in accordance with the Arbitration and Conciliation Act, 1996 and the same shall be at Delhi. The reference shall be to a single arbitrator to be mutually appointed by both the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The decision of the arbitrators shall be final and binding on the parties to the present agreement.

This MoU shall be governed by the laws of India and shall be subject to the jurisdiction of courts in Delhi

## **8. RELATIONSHIP:**

Nothing in this MoU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MoU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.

## **9. ENTIRE UNDERSTANDING / MODIFICATION:**

This MOU embodies the entire understanding of the Parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this MOU. This MOU cannot be amended, changed or altered except by a written instrument signed by both the parties.

## **10. 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

Signed and Delivered by on 30<sup>th</sup> day of November 2022

**First Party:**

Dr. Prasanna Kumar I A S (Rtd.)  
Chairman, Samkalp Vedhik IAS Academy

Registrar  
SGT University  
Budhera, Gurugram  
**Second Party:**

Registrar  
SGT University

Date: 30/11/22

**Witnesses**

1. Name  
Address

Santosh Kumar Taneja  
Sankalp Bhawan -  
Plot - 15 Sector 14  
R.K. Puram  
N. Delhi.

2. Name  
Address

VISHVAS BHADUR  
L1401, Ratnagiri Apartment  
Korhanvi, Gurugrad (UP)

G201 S. N. Dutt

1. Name  
Address

Dr. O. P. Kalia  
Vice Chancellor  
SGT University  
Gurgaon.

2. Name  
Address

Dr. Rakesh Kumar Sharma  
Pro-Chancellor, SGT Univ.  
Gurgaon, Haryana