



Faculty of Hotel & Tourism Management

176

No: SGTU/FHTM/39/2023/681

Date: 30/11/2023

Sub: Approval towards MoU between PAX Edutainment Private Limited and SGT University.

Dear Sir,

Kindly approve towards MoU between PAX Edutainment Private Limited and SGT University for the internship of our students in Mauritius and UAE. We have incorporated the comments after legal vetting by Ms. Shikha Khandelwal and Registrar Office. Now we are putting the final draft of MoU for your kind approval.

Thanking You.

Regards

Harish Kumar
Associate Dean

Dean
Faculty of Hotel Management
SGT University
Budhera, Gurugram

- Registrar

Suggestion/modification suggested by the office has already been incorporated in the final submitted draft.

we may consider and submit it for the approval of Hm's office for signing the MoU

*Taller.
30/11/23.*

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30/11/23

Registrar

*to
30/11/2023
Officially*

Ext. 6137

Dear FHTM

Email: dean.fhtm@sgtuniversity.org

Registrar
SGT University
Budhera, Gurugram



PAX Edutainment Pvt. Ltd.
Office Number 6, Kantimahall, Raj Shahu
Marg, 1st Floor, Telly Gali, Andheri (E)
Phone: +919930865842
Mumbai, India 400069
www.paxedutainment.com
info@paxedutainment.com

Memorandum of Understanding (MOU)

SGT University Gurugram

**PAX Edutainment Private Limited,
Mumbai.**

**PAX Mauritius Limited, Mauritius
TruPAX Singapore Pte Ltd., Singapore
PAX Global FZC LLC, UAE**

This MOU is made on this Monday of 30/10/2023

BETWEEN

SGT University, Gurugram, situated at **Budhera, Gurugram-Badli Road, Gurugram-122505, Haryana, India** (herein after referred to as “SGT University”, which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative,

Dr. Joginder Yadav, Registrar, SGT University of the FIRST PART

AND

PAX Edutainment Private Limited, Mumbai, PAX Mauritius Limited, TruPAX Singapore Pte Ltd, PAX Global FZC LLC works on empowering education sector by providing integrated solutions and services that help its clients in globalizing education to transform lives. (Hereinafter referred to as “PAX Edutainment Private Limited”, which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Mr. Charan Kamal Singh Parmar, Director Operations, PAX Edutainment Pvt. Ltd., India, Office Number 6, 1st Floor, Kantimahall Building, Raj Shahu Marg, Telly Gali, Andheri East, Mumbai, India, 400069 of the SECOND PART.**

PAX Mauritius Ltd
Company no. 127438, BRN: C15127438
Phone/WhatsApp: +230 57238586

TruPAX Singapore Pte. Ltd.
Company No. 201933553H
Phone: +65 85025295

PAX Global fzc LLC
Company no. 4202645.01
Phone/WhatsApp: +971 585916520

Registrar
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“SGT UNIVERSITY, GURUGRAM” and “PAX Edutainment Private Limited” are referred to collectively as ‘PARTIES’ and individually as ‘PARTY’ as the context may require.

Whereas

Both parties have entered into this MOU with an objective to share the available facilities and expertise in each others’ institutions”

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS
FOLLOWS:

1. Scope of work/Services

For Mauritius:

- 1.1 PAX Edutainment Private Limited, PAX Mauritius Limited, TruPAX Singapore Pte Ltd and PAX Global FZC LLC will be providing students of SGT UNIVERSITY, GURUGRAM with international hotel management Internships in Mauritius, United Arab Emirates and Singapore (as and when it opens up) respectively.
- 1.2 The internships will be available for duration of 3-6 month durations, in the departments of Food and Beverage, Housekeeping, Kitchen, and any other fields upon request – only if available with team PAX. Front Office internships can only be provided to students with preliminary speaking knowledge in French (B2) – The requirement of hospitality industry in Mauritius.
- 1.3 Students will be specifically placed in 4* and 5* hotels and properties across Mauritius Island
- 1.4 PAX will be providing the interested students provided by SGT UNIVERSITY, GURUGRAM with services of *international hotel management internship* confirmation in the departments of their interest, airport transfers, sim card, 1 duty meal a day (directly provided by the hotel), help in finding the dual sharing accommodation in the vicinity of the hotel, everyday transfer from home to hotel and back (provided directly by the hotel), on ground support and will act as a guardian when students will be in Mauritius for a program fee of 55,000

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- 1.5 Student trainees will be paid a stipend amount in the range of 8,000 MUR – 15,000 MUR/month during the internship period.
- 1.6 The program fee of 55,000 INR will be broken into 2 parts, enrollment fee of 20,000 INR (to be paid when the interested applicant wants to go forward withus for internship confirmation) and then the final remaining amount of 35,000 INR upon TEAM PAX Edutainment Pvt. Limited provides proof that the offer letter from the hotel to the student trainee has been received.
- 1.7 Only after the initial enrollment amount of 20,000 INR is processed PAX Edutainment Pvt. Ltd. will go forward and process the CV for hotel internship confirmation. Only after the remaining amount of 35,000 is paid PAX Edutainment Pvt. Ltd. will process for the resident permit visa. Within 7 days of TEAM PAX producing the proof of the resident permit visa being received the applicant. Team PAX will email the scanned PDF copy of the resident permit visato the student intern.
- 1.8 Upon providing the offer letter for the internship confirmation, within the next 8 days, the student intern has to get all their medical tests done, get a signature on the Tripartite Agreement, and have all necessary documents processed to be sent to the Mauritius office address. The process of documents does not take more than 3 days, the applicant should not exceed more than 8 days to get the documents couriered to Mauritius.
- 1.9 All these services will be provided for internships to be undertaken in the year of 2023 (1st October) 2024 (September 30th) are with a program fee of 55,000 INR/student, to be borne by the students interested in the bank account of PAX Edutainment Pvt. Ltd. or in Mauritius to take up the hotel management internship program in Mauritius. The program fee may be revised after 30th September 2024 upon mutual agreement.
- 1.10 All communication in the hotels and resort properties of Mauritius has to be taken care of by PAX Edutainment Pvt. Ltd. and PAX Mauritius Limited. SGT UNIVERSITY, GURUGRAM will neither form any communication with the hotels and properties of

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Mauritius nor interfere or pass PAX hotels and resort's contacts to any third parties.

- 1.11 Once an applicant enrolls making a payment of Rs. 20,000 if later decides to back out after paying the enrolment fee and before receiving the hotel management internship confirmation letter, the applicant will be entitled to receiving a refund of only Rs. 5,000. If an applicant backs out after receiving the hotel management internship confirmation letter of internship PAX holds the right to not refund the entire amount of Rs. 20,000. If PAX Edutainment Team is not able to confirm the internship within 12 weeks from the date of enrollment (as per the top 3 preference of internships picked by the applicant) of the interested applicant, the applicant will be eligible to a full refund of 20,000 INR upon request. If an applicant has paid the remaining payment of 35,000 INR after receiving the offer letter, and later decides to not go to Mauritius for any reason after submitting Visa documents to team PAX, they will only get a total refund of 20,000 from the total amount of 55,000 (before the resident permit is given to you). If PAX has already received the documents of resident permit visa in Mauritius and has provided the proof of receiving the same, no amount will be refunded back from the paid 55,000 INR (as visa is applied for as soon as the documents is received by the team in Mauritius).
- 1.12 At no point in time there will be a direct communication of any staff member (from placements, faculty, etc) from SGT UNIVERSITY, GURUGRAM with the hotel property in Mauritius. All communication will be done by PAX Edutainment Private Limited for the students of SGT UNIVERSITY, GURUGRAM. All paper work, filling of feedback forms, feedback requirements has to be communicated by SGT UNIVERSITY, GURUGRAM to team PAX and PAX team shall take care of providing all documentation for each intern for grading etc requirements coordinating with the hotel.

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For United Arab Emirates:

- 1.13** The internships will be available for duration of 6-12 month durations, in the departments of Food and Beverage, Housekeeping, Kitchen, Front Office, etc and any other fields upon request - only if available with team PAX.
- 1.14** PAX will be providing the interested students provided by SGT UNIVERSITY, GURUGRAM with services of international hotel management internship confirmation in the departments of their interest, airport transfers, accommodation (managed by the internship hotel), duty meals of a day (directly provided by the hotel), everyday transfer from home to hotel and back (provided directly by the hotel), on ground support and will act as a guardian when students will be in United Arab Emirates for a program fee of 1,00,000 INR/student.
- 1.15** The program fee of 1,00,000 INR will be broken into 2 parts, an enrollment fee of 30,000 (to be paid when the interested applicant wants to go forward with us for internship confirmation) and then the remaining 70,000 INR to be paid upon offer letter being given to the student for the internship.
- 1.16** Only after the initial enrollment amount of 30,000 INR is processed PAX Edutainment Pvt. Ltd. will go forward and process the CV for hotel internship confirmation. In United Arab Emirates separate HR 2-3 rounds are conducted for the applicants, a total of 7 hotels, one after the other will be provided to the candidate to be interviewed (for example if the first hotel does not select the candidate then the second hotel will be offered for interview, total 7 chances will be provided for interviews). Only if the student candidate is not shortlisted in 7 hotel interviews scheduled, PAX will refund 25,000 INR from the paid 30,000 INR amount for enrollment. Team PAX will withhold 5,000 INR for the operational cost involved. Only after the intern is selected and the offer letter is provided the remaining amount of 70,000 INR is paid PAX Edutainment Pvt. Ltd. will process for the resident permit visa for the internship.

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- 1.17 Upon providing the offer letter for the internship confirmation, within the next 10 days, the student intern has to get all their medical tests done, get a signature on the Tripartite Agreement, and all necessary documents processed to be sent to the United Arab Emirates office address. The process of documents does not take more than 3 days; the applicant should not exceed more than 10 days to get the documents couriered to United Arab Emirates
- 1.18 The medical costs for the visa have to be borne by the applicant themselves.
- 1.19 All these services will be provided for internships to be undertaken in the year of 2023 (1st October) - 2024 (September 30th) are with a program fee of 1,00,000 INR/student, to be borne by the students interested in the bank account of PAX Edutainment Pvt. Ltd. or in the United Arab Emirates to take up the hotel management internship program in Mauritius. The program fee may be revised after 30th September 2024 upon mutual agreement.
- 1.20 All communication in the hotels and resort properties of the United Arab Emirates has to be taken care of by PAX Edutainment Pvt. Ltd. and PAX Mauritius Limited. SGT UNIVERSITY, GURUGRAM will neither form any communication with the hotels and properties of Mauritius nor interfere or pass PAX hotels and resort's contacts to any third parties.
- 1.21 Once an applicant enrolls making a payment of Rs. 30,000 if later decides to back out after paying the enrolment fee and before receiving the hotel management internship confirmation letter, the applicant will be entitled to receiving a refund of only Rs. 15,000. If an applicant backs out after receiving the hotel management internship confirmation letter of internship PAX holds the rights to not refund the entire amount of Rs. 30,000. If PAX Edutainment Team is not able to confirm the internship within 3

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months from the date of enrollment (as per the top 3 preference of internships picked by the applicant) of the interested applicant, the applicant will be eligible to a full refund of 30,000 INR upon request. If an applicant has paid the remaining payment of 70,000 INR after receiving the offer letter, and later decides to not go to United Arab Emirates for any reason after submitting Visa documents to team PAX, they will only get a total refund of 50,000 from the total amount of 1,00,000 (before resident permit is given to you). If PAX has provided a resident permit visa to the applicant, no amount will be refunded back.

- 1.22 At no point in time there will be a direct communication of any staff member (from placements, faculty, etc) from SGT UNIVERSITY, GURUGRAM with the hotel property in the United Arab Emirates. All communication will be done by PAX Edutainment Private Limited for the students of SGT UNIVERSITY, GURUGRAM. All paperwork, filling of feedback forms, and feedback requirements have to be communicated by SGT UNIVERSITY, GURUGRAM to team PAX and the PAX team shall take care of providing all documentation for each intern for grading etc requirements coordinating with the hotel.

Roles and Responsibilities

The roles and responsibilities of the Parties under this MOU will be as follows: SGT UNIVERSITY, GURUGRAM will be responsible for the following activities:

- i. Take part as University partner of PAX Edutainment Private Limited in their activities.
- ii. Will work with PAX Edutainment Private Limited for creating, implementing, monitoring and evaluating regular and annual work plans and projects that identify specific objectives and activities of interest to both parties locally and internationally and which are incorporated in this MoU by reference.

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iii. SGT UNIVERSITY, GURUGRAM will provide the available faculty expertise and infrastructural facilities as part of the Work Plans and projects mentioned above.

PAX Edutainment Private Limited will be responsible for the following activities:

1. Students have to be regular on internship with their respective hotels. The off days during each month will be regulated by the respective hotels.
2. Students have to be on internship for complete number of working hours as per hotel working policy (9-10 hours) and are not permitted to take half day or escape for any personal activities during working hours of hotel.
3. Students are not allowed to smoke or drink alcohol during their stay in Mauritius and United Arab Emirates.
4. No external boys/girls from any local residents of Mauritius and United Arab Emirates are allowed to stay or spend time in the official accommodation provided by PAX for students of SGT University, Gurugram in Mauritius and United Arab Emirates and vice versa, no students are allowed to stay or spend time outside their official accommodation at any local resident's place in Mauritius and United Arab Emirates.
5. Students have to be disciplined about their work during the internship period.
6. Students are required to follow the dress code of formals while working within the hotel and follow the grooming standards set by the hotel (boys have to be clean shaven and no moustache, which girls have to be in tied hair).
7. For all unofficial excursions no financial support will be given by PAX Edutainment Pvt. Ltd. and students have to bear these expenses on their own. PAX will only be assisting and helping students in going for the best options to enrich their weekend

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exploration around Mauritius and United Arab Emirates experience.

8. Students have to be back in their official accommodation by 7 PM other than the days they are working on late afternoon or evening shifts.
9. An intern cannot end the internship abruptly without giving a notice of 2 working weeks. It's upon the discretion of the hotel to provide letter of completion of internship under the circumstances of ending internship earlier than the stated date of completion.

1.0 Confidentiality

Both Parties shall not, without the express written permission, disclose any confidential information to any third Party, person, entity, etc. in any manner, directly or indirectly. For the purpose of this MOU, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products of the disclosing Party or a third party, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employee information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

Each party shall:

- i. 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 and;
- ii. use Confidential Information for the sole purpose of fulfilling its obligations under this MoU; and
- iii. return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MoU

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However, it excludes any information which is:

- (i) already in the public domain or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public;
- (ii) rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or pursuant to the confidential information disclosed by the Disclosing Party pursuant to this MOU.;
- (iii) independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party;
- (iv) known to the receiving Party at the time of disclosure without an obligation of confidentiality; or
- (v) produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are required and will use all reasonable efforts to maintain the confidential treatment of such confidential Information.

2.0 General Conditions

- 2.1 This MOU does not establish a joint venture or partnership between the Parties. The MOU does not imply any financial obligations or legal binding on either party and is intended only to provide the general principles and key terms for initial co-operation

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and to facilitate further discussions.

- 2.2 Financial obligations with regard to any programs/activities shall be discussed and acted upon by the parties through separate agreement in writing with respect to the Internships for the SGT UNIVERSITY, GURUGRAM students.

Both parties hereby agree, under this MOU, to indemnify and hold each other harmless. PAX Edutainment Pvt. Ltd will indemnify, defend and hold harmless the SGT University and its officers, employees, agents, representatives successors and assigns from all claims, damages, assessments, costs, losses and other expenses of any kind, including but not limited to reasonable attorneys' fees and court costs arising out of or resulting from any claim, demand, suit, action or other proceeding brought that arises out of or relating to any allegation of deficiency in services or performance of obligations of PAX Edutainment Private Limited under this Agreement.

- 2.3 Both parties shall mutually respect the confidentiality and intellectual ownership of information shared between them.

The new intellectual property being developed /generated under this MOU will carry equal rights of ownership among SGT UNIVERSITY, GURUGRAM and PAX Edutainment Private Limited

3.0 Term and Termination

- 3.1 This MOU will be effective for 60 months from the date of signing. It may be further renewed by mutual agreement in writing.
- 3.2 Amendments and additions may be made to the MOU subject to the written consent of both parties.
- 3.3 MOU can be terminated by either party with minimum 90 days prior notice in writing to the other party.

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4.0 Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India.

Venue of settlement for any disputes which may arise under this MOU shall be at Gurugram, Haryana.

Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s)

appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Gurugram, Haryana. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

5.0 Notices

Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post/courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through facsimile and five days of the date of dispatch if sent through the mail. The notice aforementioned shall be given in the attention of the concerned persons at the following addresses (or to such other address as any Party may specify by notice to other Party):

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In case of SGT UNIVERSITY, GURUGRAM:

Dr. Joginder Yadav

Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana, India

In case of PAX Edutainment Private Limited: -

Mr. Charan Kamal Singh Parmar - Director

Operations PAX Edutainment Pvt. Ltd., India

Number 6, 1st Floor, Kantimahall Building,

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IN WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the day and year first herein above written

SIGNED AND DELIVERED

BY THE WITHNAME

Name: Dr. Joginder Yadav

Designation: Registrar

SGT University,

Gurugram – 122505

Registrar
SGT University
Budhera, Gurugram

SIGNED AND DELIVERED

BY THE WITHNAMED

Name: Mr. Charan Kamal Singh Parmar

Designation: Director - Operations

PAX Edutainment Pvt. Ltd., India

Numbers 6, 1st Floor, Kantimahal
Building, Telly Gali, Andheri East,
Mumbai, 400069

PAX Mauritius Ltd
Company no. 127438, BRN: C15127438
Phone/WhatsApp: +230 57238586

TruPAX Singapore Pte. Ltd.
Company No. 201933553H
Phone: +65 85025295

PAX Global fzc LLC
Company no. 4202645.01
Phone/WhatsApp: +971 585916520




PAX Edutainment Pvt. Ltd.
Office Number 6, Kantimahar, Raj Shahu
Marg, 1st Floor, Telly Gali, Andheri (E)
Phone: +919930865842
Mumbai, India 400069
www.paxedutainment.com
info@paxedutainment.com

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

Witness

Witness





Name: *Harish Kumar*
Designation: *Associate Dean*
Phone: *8287798338*
Email: *harish_phm@sgtuniversity.org*
SGT University, Gurugram

Name: Palash
Designation: HR Operations Manager
Phone: 7508705989
Email: palash@paxedutainment.com
PAX Edutainment Pvt. Ltd.

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Registrar
SGT University
Budhera, Gurugram