

Consultancy Agreement

This Agreement made on **15th December 2024** for Consultancy services.

BETWEEN

SGT University, located at Chanu-Budhera Road, Gurgaon (hereinafter referred to as "Client" which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the one part.

AND

ADHYA Consultancy (a.k.a ADHYA), a consulting firm incorporated as partnership firm at No. 23, "Malola", Yashodhara Layout, Bogadi 2nd Stage, Mysore-570 026 (hereinafter referred to as "ADHYA" which term shall unless be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the other part

WHEREAS ADHYA is a professional consulting firm dealing in various Education and Technology consultancy services activities.

AND WHEREAS the Client referred as SGT University is interested in engaging the services of ADHYA to provide consulting services for establishing the process for Online Education and establishing approval mechanism from the concerned regulators in India.

AND WHEREAS ADHYA has represented to the Client of having expertise in this area and has expressed its desire to undertake this activity.

AND WHEREAS based on the representation of ADHYA, the Client has agreed to utilize the services of ADHYA on the terms and conditions as mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Services

1.1 ADHYA shall render efficiently and promptly the services as per Annexure-1 (hereinafter referred to as 'Services') under the supervision and guidance of the Project Sponsor team of the Client. These services may include, but are not limited to:

- Conducting regulatory research and analysis to ensure regulatory compliance.
- Providing guidance on regulatory compliance with University Grants Commission regulations.
- Advising on program design and curriculum development for online degree programs.
- Assisting in the application process filing with concerned regulatory bodies
- Assisting in the approval process from regulatory bodies as per UGC Regulations
- Providing guidance on technology platforms and infrastructure for online program delivery.
- Providing guidance and support in Manpower profiling and selection as per regulatory compliance
- Providing guidance for Content Creation in four quadrants as per UGC Regulations
- Post Approval Guidance & Mentoring for offering Programs as per UGC Compliance for one semester.

+91 98866 78095

hello@adhy.org

adhy.org

2. Duration of the Agreement/ Location

- 2.1 This Agreement shall be effective from 15th December 2024 and shall remain valid and subsisting until completion of the deliverables, unless determined by either party giving thirty (30) days' notice in writing.
- 2.2 ADHYA shall render Services as per Annexure-1 to the Client
- 2.3 In case ADHYA, is found unable to perform or continues to perform services for any reasons, under such circumstances the Client reserves the right to cancel the contract and is entitled to claim any losses that occurred. However, this clause is not applicable if the non-performance/delay is attributable to SGT University.

3. Consultancy Fee


- 3.1 Consultancy Fee of Rs. **24.00 Lacs** (Twenty-Four Lacs Only) including applicable GST and other taxes for the Services rendered by ADHYA Consultancy, the Client shall pay ADHYA a Consultancy fee as mentioned in Annexure-1. The fee will be invoiced to the Client by ADHYA as per agreed payment terms in the Annexure for all the services provided and performed.
- 3.2 GST as applicable will be charged by ADHYA to the client.


4. Obligations of the Client

- All payments will be made within 30 days of presentation of Invoice by ADHYA as per payment details mentioned.
- The Client shall provide the necessary resources as would be notified by ADHYA prior to the commencement of the project.
- The Client's representatives will provide information, as desired by consultants of ADHYA from time to time.

5. Obligations of Consultant

- 5.1. The designated consultants shall discharge ADHYA's obligations to the utmost satisfaction of The Client. ADHYA shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. ADHYA shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties
- 5.2. ADHYA shall not assign its obligations and duties under this agreement to any other party under any circumstances except their in-house experts appointed for executing the project.
- 5.3. ADHYA would discharge its obligations in a professional manner suited to organizational culture of the Client and its working environment.
- 5.4 ADHYA shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of ADHYA comply with the Applicable Laws.

+91 98866 78095 

hello@adhy.org 

adhy.org 


- 5.5 This agreement does not prohibit ADHYA from taking up consulting activities elsewhere of a similar nature, but ADHYA and its affiliates shall not engage in consulting activities that conflict with the interest of the Client under the agreement. It should be the requirement of the consultancy contract that ADHYA should provide professional, objective and impartial advice and at all times hold Client's interests' paramount and that in providing advice they avoid conflicts with other assignments and their own corporate interests.


6. Confidentiality

- 6.1 ADHYA & its designated consultants/experts acknowledge and agree that all tangible and intangible information revealed, obtained, or developed in the course of or in connection with the performance of this agreement is deemed by the Client as confidential and proprietary information ("Confidential Information") and containing valuable business and University's information critical to its competitive position in the marketplace.
- 6.2 It is agreed that confidential information shall not be revealed or disclosed to third party at any time except as may be authorized in writing by the Client or when such disclosure is required by law. Proprietary or confidential information includes, but is not limited to:
- a) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
 - b) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information;
- 6.3 Upon termination of ADHYA's Services, or at the Client's request, ADHYA shall deliver all materials to the Client in ADHYA's possession relating to the Client's business. ADHYA acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the University for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law
- 6.2 ADHYA's obligation relating to non-use and non-disclosure of the Client's confidential information shall survive termination of this agreement and shall remain so long as such information remains proprietary of the Client.

7. General conditions:

- 7.1 This Agreement is merely for consultancy and under no circumstances shall it be construed as implying employer-employee relationship.
- 7.2 Both parties have the right to terminate this Agreement upon any material breach of obligations with immediate effect with written notice.

+91 98866 78095 

hello@adhy.org 

adhy.org 

- 7.3 In case the client referred as SGT University not taking up the desired project associated with ADHYAs, the client shall honour the full payment of the agreement and conclude the engagement.
- 7.4 The Parties agree that all work created by the Consultant in terms of performing its services will remain the exclusive property of the Client, who can use it without any restrictions.
- 7.5 In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.
- 7.6 The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement. As such, any amendments made by the Parties will be applied to this Agreement

8. Dispute Resolution and Jurisdiction

Parties shall make efforts to amicably resolve the issues/disputes, if any, within a period of two weeks. Any dispute or difference whatsoever arising out of or in connection with this Agreement, if not resolved, shall be submitted for Arbitration/mediation/negotiation in accordance with laws of India and under the jurisdiction of Gurugram, Haryana. This Agreement shall be governed and construed in accordance with the laws of India and under the exclusive jurisdiction of the courts in Gurugram, Haryana.


9. Disclaimer:

The successful execution of this project is contingent upon SGT University's adherence to the recommendations, guidelines, and timelines provided by ADHYA Consultancy. Any delays, deviations, or non-compliance with our suggestions may impact the overall progress and outcomes of the project. SGT University to ensure active collaboration and prompt action on all recommendations to achieve the desired objectives.

IN WITNESS WHEREOF the parties hereto have set their hands and subscribed their respective signatures the day, month and year above written.

(Authorized Signatory)

SGT University


Registrar
SGT University
Budhera, Gurugram

AND

ADHYA Consultancy


(K.V. Lakshmi)
Managing Partner

ANNEXURE – 1

1] Scope and Deliverables: The scope of work includes the following:

- Scanning university programs and administrative mechanisms.
- Shortlisting programs and determining eligibility as per UGC regulations.
- Pre-approval activities and guidance for application filing.
- Manpower profiling and statutory approvals to ensure compliance.
- Support for LMS deployment and guidance for content creation as per UGC guidelines.
- Weekly monitoring, monthly visits, and updates to track project progress.
- End-to-end documentation and mentoring by Adhya representative through the Centre for Internal Quality Assurance Committee (CIQAC) for one semester post-approval to address compliance issues and ensure smooth execution of programs in line with UGC regulations.

2] Project Timelines: We will ensure all deliverables are completed within the agreed timeframes. A mutually approved project plan and reporting mechanism can be implemented to maintain alignment throughout the project lifecycle as per below timelines.

Activity	Timelines
Requirement Gathering & Mapping to Regulations	30-Dec-24
Identify Programs, finalise curriculum & syllabus	30-Dec-24
Statutory Approvals (Internal) & Tech Requirements	15-Jan-25
Manpower Deployment (Academic)	15-Jan-25
e-SLM and e-Videos	15-May-25
Submission of Application to UGC	15-June-25
Approval of UGC	Jul-25

2] Requirements from SGT University

Boarding, Lodging and Transportation from the University during the visit of ADHYAs.

3] Payment Terms: The fee structure includes all services within the defined scope. There will be no additional charges unless mutually agreed upon for services beyond the outlined scope. A total project cost of **Rs. 24.00 Lacs (Twenty-Four Lacs Only)** inclusive of applicable GST and other taxes for executing the project of approval.

- At the time of signing the consultancy agreement, 40% of the total cost to be paid as first installment.
- At the time of filing application, 30% of the total cost to be paid as second installment.
- After final approval receipt from UGC, the balance 30% of the total cost to be paid.



Registrar

SGT University

Budhera, Gurugram

911166 78095

hello@adya.org

adya.org

