



**LINGAYA'S  
VIDYAPEETH**

Deemed-to-be University  
u/s 3 of UGC Act 1956

choose to know



**LINGAYA'S VIDYAPEETH,  
FARIDABAD**

**NATIONAL ASSESSMENT ACCREDITATION COUNCIL  
SSR (2<sup>nd</sup> CYCLE)**

## INDEX

### Key Indicator – 3.7 Collaboration

<b>Metric</b>	<b>Particular</b>	
3.7.1	<p>Number of functional MoUs /linkage with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years</p> <p>3.7.1.1: Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years</p>	
<b>S.No</b>	<b>Relevant Document</b>	<b>Page No</b>
1	List and Copies of documents indicating the functiona MoUs/linkage/collaboration activity-wise and year-wise	3-163

BETWEEN  
HINDUSTAN AGRICULTURAL RESEARCH WELFARE SOCIETY, (U.P.)

&  
LINGAYA'S VIDYAPEETH (A DEEMED-TO-BE-UNIVERSITY) NACHAULI,  
JASANA ROAD, FARIDABAD HARYANA (INDIA)

This Memorandum of Understanding (MoU) is executed on 6-1-2023

**Between**

Hindustan Agricultural Research Welfare Society (HARWS), Uttar Pradesh established in 2019, is a non-profitable and charitable society Registered under (MSME, NITI Ayog) that works with Agriculture institution in India to reduce poverty, provide education (Basic to Higher) and has made many innovative ideas to facilitate a good agriculture, socio-economic and environment development.

**And**

Lingaya's Vidyapeeth (A Deemed-to-be-University) Nachauli, Jasana Road, Faridabad Haryana (INDIA) through Registrar.

**PREAMBLE**

WHEREAS, HARWS is organizing Workshop and Training Programmes, Symposium, Summits on different burning and challenging issues at National and International level at the campus of Lingaya's Vidyapeeth. It is also delivering support and services to educators, researchers and farmers around the world. The main objectives/ aims of the society are to promote and disseminate knowledge in Agricultural and Allied Science, Medical Science, Social Science, Biological and Physical Science for sustainable development to make world cleaner- greener.

Whereas, Lingaya's Vidyapeeth is committed with the responsibility of imparting quality education in Engineering and Sciences, Business Management, Computer Application, Agricultural Science, Creative Arts and Design etc. to young professionals and in molding them into competent, well trained technical manpower.

WHEREAS, both HARWS and LINGAYA'S VIDYAPEETH now,

- Recognizing the importance of research and development in the area of Agricultural Science and the strength of each other in these areas
- Appreciating the need for creation of large reservoir of highly qualified manpower in these fields
- Desiring to enhance their efforts by joining their expertise and resources.

INTEND to form a Synergistic Framework for promoting development and growth of excellent quality manpower with a focus on Agricultural Science and agree as under:

**SCOPE OF THE MoU**

This MoU details the modalities and general conditions regarding collaboration between HARWS and LINGAYA'S VIDYAPEETH for enhancing the availability of highly qualified manpower in mutually

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06/01/23

agreed areas of Agricultural Science without any prejudice to prevailing rules and regulations in HARWS and LINGAYA'S VIDYAPEETH. The areas of cooperation can be extended through mutual consent under faculty exchange program, internship of student & placement.

#### SCOPE OF ACADEMIC INTERACTION

HARWS and LINGAYA'S VIDYAPEETH shall encourage academic interactions between HARWS and LINGAYA'S VIDYAPEETH faculty members and students through the following arrangements:

- a) Participation of HARWS experts in LINGAYA'S VIDYAPEETH programs and events as well as participation of faculty and students of LINGAYA'S VIDYAPEETH in research programs and events of USERC based on mutual agreement and approvals of both organizations as appropriate.
- b) Internship of selected students of LINGAYA'S VIDYAPEETH as per HARWS norms.
- c) Organization of joint Conferences and joint sponsored research projects.
- d) Initiation of collaborative research in the areas of mutual interest.

#### CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The activity under this MoU between HARWS and LINGAYA'S VIDYAPEETH shall be coordinated by a coordinator from each organization.
- b) Financial arrangements for organizing seminars/conferences/workshops/training etc. each specific activity will be decided on a case-to-case basis as required shall be subjected to approval by both parties.

#### EFFECTIVE DATE AND DURATION OF MoU

- a) This MoU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of three (03) years from the effective date.
- c) During its tenancy the MoU may be extended or terminated by a prior notice of not less than one months by either party. However, termination of the MoU will not in any manner affect the interests of the students who have been admitted to pursue a program under the MoU, or progress of any ongoing mutual activity that has been initiated formally with approval of both sides.
- d) Any clause or article of the MoU may be modified or amended by mutual consent of USERC & LINGAYA'S VIDYAPEETH.

#### CONFIDENTIALITY

During the tenure of the MoU, information to be shared must be indicated as "CONFIDENTIAL" or "NON-CONFIDENTIAL". Both HARWS and LINGAYA'S VIDYAPEETH will maintain strict

*Subodh K. S.*  
06/01/2023

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confidentiality and prevent disclosure of all the information designated as "confidential" except by mutual agreement.

**JURISDICTION**

In case of any disputes arising out of this MOU so the jurisdiction shall be lie in Faridabad court only.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MoU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For an on behalf of the  
Hindustan Agricultural Research  
Welfare Society (HARWS),  
Uttar Pradesh

For an on behalf of the  
Lingaya's Vidyapeeth  
(A Deemed-to-be-University)  
Nachauli, Jasana Road,  
Faridabad Haryana (INDIA)

Signature: \_\_\_\_\_

Name: Dr. Anil Kumar Chaudhary

Designation: Director/Secretary

Seal: \_\_\_\_\_

Date: 06/01/2023

Witnesses: (Name & Designation)

1) Dr. Praveen Kumar Sahu  
(Assistant Professor)

Signature: \_\_\_\_\_

Name: Mr. Prem Kumar Salwan

Designation: Registrar

Seal: \_\_\_\_\_

Date: 06.01.2023

Witnesses: (Name & Designation)

1) Dr. Ravi Prakash Mishra  
(Associate Professor)

3

3

Place: Faridabad  
Date: 6-1-23

MEMORANDUM OF UNDERSTANDING

BETWEEN

LIFE FARM, ROORKEE, UTTARAKHAND, INDIA  
&  
LINGAYA'S VIDYAPEETH (A DEEMED-TO-BE-UNIVERSITY)  
NACHAULI, JASANA ROAD, FARIDABAD HARYANA (INDIA)

This Memorandum of Understanding (MoU) is executed on \_\_\_\_\_ 2023

Between

LIFE FARM SOCIETY Roorkee, Uttarakhand established in 2019, is a non-profitable and charitable society that works with Agriculture institution in India to reduce poverty, provide education (Basic to Higher) and has made many innovative ideas to facilitate a good agriculture, socio- economic and environment development.

And

Lingaya's Vidyapeeth (A Deemed-to-be-University) Nachauli, Jasana Road, Faridabad Haryana (INDIA) through Registrar.

**PREAMBLE**

WHEREAS, LIFE FARM promotes agricultural field through training, research, consultancy, dissemination and education at the campus of Lingaya's Vidyapeeth <sup>of Roorkee</sup> LIFE FARM desires to encourage, establish and maintain exchange programs, collaborative training, consultancy, research, education and developmental activities in agriculture and other related areas. The main objectives/ aims of LIFE FARM is to promote and disseminate knowledge in Agricultural and Allied Science for sustainable development to make world cleaner - greener.

Whereas, School of Agriculture Lingaya's Vidyapeeth, Faridabad Haryana is committed with the responsibility of imparting quality education in Engineering and Sciences, Business Management, Computer Application, Agricultural Science, Creative Arts and Design etc. to young professionals and in molding them into competent, well trained technical manpower.

WHEREAS, both LIFE FARM and School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana, now,

- Recognizing the importance of research and development in the area of Agricultural Science and the strength of each other in these areas
- Appreciating the need for creation of large reservoir of highly qualified manpower in these fields
- Desiring to enhance their efforts by joining their expertise and resources.

*Handwritten signature*

*Handwritten signature*

XTEND to form a Synergistic Framework for promoting development and growth of excellent quality manpower with a focus on Agricultural Science and agree as under:

#### SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding collaboration between LIFE FARM and School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana for enhancing the availability of highly qualified manpower in mutually agreed areas of Agricultural Science without any prejudice to prevailing rules and regulations in LIFE FARM and School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana. The areas of cooperation can be extended through mutual consent.

#### SCOPE OF ACADEMIC INTERACTION

LIFE FARM and School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana shall encourage academic interactions between LIFE FARM and School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana faculty members and students through the following arrangements:

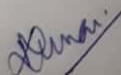
- a) Participation of LIFE FARM experts in School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana programs and events as well as participation of faculty and students of School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana in research programs and events of LIFE FARM based on mutual agreement and approvals of both organizations as appropriate.
- b) Internship of selected students of School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana as per LIFE FARM norms.
- c) Organization of joint Conferences and joint sponsored research projects.
- d) Initiation of collaborative research in the areas of mutual interest.

#### CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

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- a) This MoU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of three (03) years from the effective date.
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of the students who have been admitted to pursue a program under the MoU, or progress of any ongoing mutual activity that has been initiated formally with approval of both sides.

- d) Any clause or article of the MoU may be modified or amended by mutual agreement of LIFE FARM & School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana.

#### CONFIDENTIALITY

During the tenure of the MoU, information to be shared must be indicated as "CONFIDENTIAL" or "NON-CONFIDENTIAL". Both LIFE FARM and School of Agriculture Lingaya's Vidyapeeth, Faridabad, Haryana will maintain strict confidentiality and prevent disclosure of all the information designated as "confidential" except by mutual agreement.

#### JURISDICTION

In case of any disputes arising out of this MOU so the jurisdiction shall be lie in Faridabad court only.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MoU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For and on behalf of the  
LIFE FARM, NH 334, Delhi Haridwar Road,  
Pathanpura, Near Vaishali Mega Mart,  
Roorkee, Uttarakhand INDIA

Signature: 

Name: Mr. Alok Kumar

Designation: Director Life Farm

Seal: 

Date: 06-01-23

Witnesses: (Name & Designation)

1) Mr. Saif Alam Khan

For and on behalf of the  
Lingaya's Vidyapeeth,  
Nacholi, Jasana Road,  
Faridabad, Haryana INDIA  
For LINGAYA'S VIDYAPEETH

Signature:   
Registrar


Name: Mr. Prem Kumar Salwan

Designation: Registrar

Seal: \_\_\_\_\_

Date: 06.01.2023

Witnesses: (Name & Designation)

  
06.1.23  
1) Dr. Ravi Prakash Mishra  
(Associate Professor)



**Lingayas Vidyapeeth**
**Date: 26<sup>th</sup> May, 2023**

 Nachauli, Jasana Road,  
 Old Faridabad, Haryana, 121002.

**Sub: "Dental Health Privileges from "Clove Dental "(India's largest dental chain being run by Star Dental Pvt Ltd.)" at Special rates for Lingayas Vidyapeeth's students and staff.**

Dear Sir/ Madam,

I am taking this opportunity of writing to you for empanelment of 'Clove Dental' to provide all dental services and to act as preferred Dental Health Care Provider for your esteemed Institute.

Clove Dental, with 350+ dental clinics in 26 cities is ideally suited to provide you with these services for your students & staffs. Clove Dental, in addition to routine dental treatments such as RCT, fillings, crown, extractions, bridges, dentures etc. also undertakes advanced procedures such as implants, aligners and orthodontic treatments at all locations.

**Eligibility & Conditions:**

- All students and staff have to provide their Institute's ID card along with valid Govt. ID proof at the time of registration
- Discounts applicable on system prices only
- No two offers can be clubbed together
- Routine Treatments include RCT, fillings, crown, extractions, bridges, dentures

Consultation	RVG X Ray	Scaling & Polishing	Routine Treatment	Implants & Braces
Complementary Consultations	100% Discount	50% Discount	20% discount	10% Discount

**For Family Members of Employees and Students We Offer Dental Health Plan for ₹350:**

Complimentary Consultations for one year.	Complimentary X-ray for one year	₹1500/- voucher redeemable on any treatment	Complimentary sitting polishing of upper and lower six teeth.
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The Institute can purchase the **Dental Health Plan** in bulk as per its requirement.

**Terms:**

- a) The special benefits will be valid till 31<sup>st</sup> March 2024.
- b) The MOU may be terminated by any of the parties by giving one month prior written notice to the other party.

**Offers & Awareness Programs:**

- a) Clove Dental will share all special offers that may be introduced from time to time by Clove Dental management in the form of E- Coupons
- b) Clove Dental shall also organize complimentary Dental Health Awareness Drives/Camps, Health talks and Webinars quarterly /Biannually (As Desired) on various topics of interest

Thank you with kind regards,

For **Star Dental Centre Private Limited**

**Accepted for Clove Dental**

*Nishi*  
26/05/23

Ms. Nishi Saini

(SVP North India)

**Accepted for Lingayas Vidyapeeth**

*[Signature]*  
(Registrar)





# Lingaya's Vidyapeeth

Deemed-to-be-University u/s 3 of UGC Act 1956, Government of India  
**NAAC ACCREDITED | Approved by MHRD/ AICTE/ PCI/ BCI/ COA/ NCTE**  
 Nachauli, Jasana Road, Faridabad- 121002 (Haryana)  
 URL: www.lingayasvidyapeeth.edu.in | Phone No.: 0129-2598200-05

**Lingaya's Vidyapeeth**

**Date: 29<sup>th</sup> May, 2023**

Nachauli, Jasana Road,  
 Old Faridabad, Haryana, 121002.

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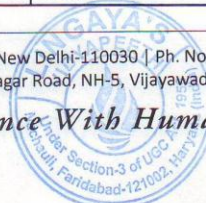
For Family Members of Employees and Students We Offer Dental Health Plan for ₹350:

Complimentary Consultations for one year.	Complimentary X-ray for one year	₹1500/- voucher redeemable on any treatment	Complimentary Single sitting polishing of upper and lower teeth.
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Head Office (Delhi): K.No. 261, Lane No. 5, Westend Marg, Saidulajab, Near Garden of Five Senses, New Delhi-110030 | Ph. No. 011-20860920-23  
 Admin Office (Andhra Pradesh): 1st Floor, Sai Odyssey, Opp. Executive Club, Gurunanak Nagar Road, NH-5, Vijayawada-520008

www.lingayasgroup.org

*"Par Excellence With Human Touch"*





# Lingaya's Vidyapeeth

Deemed-to-be-University u/s 3 of UGC Act 1956, Government of India  
**NAAC ACCREDITED | Approved by MHRD/ AICTE/ PCI/ BCI/ COA/ NCTE**  
Nachauli, Jasana Road, Faridabad- 121002 (Haryana)  
URL: [www.lingayasvidyapeeth.edu.in](http://www.lingayasvidyapeeth.edu.in) | Phone No.: 0129-2598200-05

The Institute can purchase the **Dental Health Plan** in bulk as per its requirement.

### Terms:

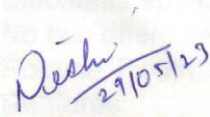
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### Offers & Awareness Programs:


- Clove Dental will share all special offers that may be introduced from time to time by Clove Dental management in the form of E- Coupons.
- Clove Dental shall also organize complimentary Dental Health Awareness Drives/Camps, Health talks and Webinars quarterly /Biannually (As Desired) on various topics of interest.

Thank you with kind regards,  
For **Star Dental Centre Private Limited**

Accepted for Clove Dental

  
Ms. Nishi Saini  
(SVP North India)

Accepted for Lingayas Vidyapeeth

  
Registrar  
(Lingayas Vidyapeeth)



### Witness:

- 
-



## Memorandum Between Two Parties

This Memorandum of Understanding (MOU) is signed on 23/01/2023 at Faridabad between:

**Shrijaa Welfare Society** is a registered society represented by Rtn. Dr Nidhi Aggarwal, Chairperson, whose registered office is at Hn.1199, Sector 15, Faridabad 121007 ( hereinafter called **Shrijaa**). Email : [shrijaaventure@gmail.com](mailto:shrijaaventure@gmail.com) (which expression shall, unless excluded by or repugnant to the context or meaning hereof, mean and include the Trustees, office bearers, representatives, administrators, executors, successors-in-title, successors-in-interest, nominees and assigns) of the **FIRSTPART**;

AND

**Represented through its Registrar Lingaya's Vidyapeeth**, Nachauli, Jasana' Faridabad, 121002, (herein after called as the Institute) (which expression shall, unless excluded by or repugnant to the context or meaning hereof, mean and include the office bearers, representatives, administrators, executors, successors-in-title, successors-in-interest, nominees and assigns) of the **SECOND PART**;

WHEREAS Shrijaa Welfare Society as a society / trust aims to provide the female students with a very trending and modern skillset that will enable them to aim for self-employment as well as enhancing their talents. The course curriculum designed by Shrijaa welfare Society is expected to create opportunities for skilled candidates to improve self-grooming or a career of being a beautician and / or for the purpose of self-grooming. Shrijaa had been looking for partners and to forge alliances with social / educational institutions to make their mission a reality.

AND WHEREAS based on discussions with the Shrijaa Welfare Society and the Lingaya's Vidyapeeth, MOU is being executed in relation to the project 'Skill Development' referred hereinafter as **Project Shrijaa** across, to develop a detailed plan to engage Institute supported Skill Centre networks to scale up their subsidized training and increase the number of employable and trained manpower to achieve sustainability at scale.

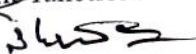
The Parties have decided to reduce their discussion and understanding in writing by way of execution of this MOU with the following agreed terms:

Shrijaa has developed a model of running skill development programs across through the School of Commerce and Management of the Institute for its students/outsideers who are desirous of participating in this program for the purpose of achieving skill development and employability of intended beneficiaries, especially those from the poor and needy background.

1. Shrijaa shall provide certificate courses and / or organise special workshops either directly or in association with experts from the field. Through these courses/workshop the women shall learn basic & advance makeup. This contract will be valid for one year from the date of signing the agreement and can be renewed with mutual consent of both parties. This agreement can be terminated by either party by giving one month notice. Shrijaa will abide by the rules and regulations of Lingaya's Vidyapeeth.
2. The Institute will provide empty space/ room measuring not less than 200 sq.ft . which will be solely used for running training as well as parlour. Shrijaa has done feasibility study of this location & given consent to start the centre. Shrijaa will bear all the setup cost. Electricity at parlour/training centre will be provided free of cost by the Institute.
3. The space will be provided by institute and the setup will be done by shrijaa, and 70% of fees will be taken by Shrijaa & 30% will be taken by Institute.
4. Shrijaa and the Institute will conduct exam & distribute certificate and award. Exam fee will be Rs. 250/- per student shall be taken by shrijaa. Lingaya's Vidyapeeth and Shrijaa will jointly issue certificate to successful candidates.
5. Total fee will be deposited by the students at the Institute and the Institute will credit 70% of fee to Shrijaa Bank account.
6. Shrijaa will provide machinery/ equipment/cosmetics for running training centre/parlour.
7. The entire effort of developing new center and managing shall be made by Shrijaa.
8. The Lingaya's Vidyapeeth or any of its office bearer shall have no financial or legal responsibility towards any parlour/training centre whatsoever. Shrijaa shall keep the Lingaya's Vidyapeeth and / or its officials indemnify against any claims / liabilities/loss etc. Shrijaa and the Institute pursuing this project would be responsible to ensure that the Institute image remains upheld at all times and any branding by Shrijaa shall be done with prior approval of the Institute.
9. Shrijaa team will directly coordinate with the officials of the Institute and for the Skill Development Centre to make the same functional.



  
SHRIJA VENTURE SOCIETY  
Authorized Signatory





10. Shrijaa Beauty Training Center timing will be 10 am to 4 pm.
11. Shrijaa will run this center as a parlor. Shrijaa will be the whole sole incharge of parlour/training centre and will keep safe custody of the same.
12. Tentative Fees of Courses: -
  - (1) Basic Salon Course Fee – 3500/-
  - (2) Hair Style & Treatment Course Fee – 10,500/-
  - (3) Make Up Course Fee- 12000/-
  - (4) Nail Art & Nail Extension Course Fee – 11000/-
13. This MOU shall be governed by the laws of India.
14. If any conflict or dispute of any nature arises out of or relating to or in connection with any of the points stated in the MOU, the parties shall use all reasonable endeavors to resolve the matter amicably through negotiation and subsequently by way of mediation otherwise the jurisdiction shall lie in Faridabad Court only.
15. The parties confirm the understanding in this agreement by duly signing in the space provided below in the presences of below mentioned witnesses:

Shrijaa Welfare Society  
Rtn. Dr. Nidhi Aggarwal  
Executive Chairman



Date: 23/01/2023

  
Registrar

Lingaya's Vidyapeeth, Faridabad





Date:

23/01/2023



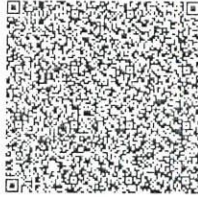
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL06162664618649U  
Certificate Issued Date : 27-Oct-2022 03:55 PM  
Account Reference : IMPACC (IV)/ dl822203/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL82220390237983270202U  
Purchased by : LINGAYAS VIDYAPEETH  
Description of Document : Article 58 Memorandum of Settlement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : LINGAYAS VIDYAPEETH  
Second Party : ASIAN INSTITUTE OF ENGLISH LANGUAGE PRIVATE LIMITED  
Stamp Duty Paid By : LINGAYAS VIDYAPEETH  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

For LINGAYAS VIDYAPEETH

Registrar

For Asian Institute of English Language Pvt. Ltd.

Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



# MEMORANDUM OF UNDERTAKING

## LINGAYA'S VIDYAPEETH

AND

## ASIAN INSTITUTE OF ENGLISH LANGUAGE PRIVATE LIMITED

THIS AGREEMENT (the "Agreement") is made at New Delhi on this 27<sup>th</sup> October, 2022 and shall be effective from 01<sup>st</sup> November 2022 between,

**Lingaya's Vidyapeeth, Nachauli, Old Faridabad-Jasana Road, Faridabad "Deemed to be university" under section 3 of the UGC Act, 1956** through its register, **Ms. Prem Salwan** (hereinafter referred to as "University" which expression shall, Unless repugnant to the meaning of context thereof, be deemed to include its permitted assigns and administration as applicable) of the first part

and

**Asian Institute of English Language Private Limited**, (CIN NUMBER: **U80301DL2014PTC265817**, PAN NUMBER: **AAMCA7210R** Through **Mr. Bhavik Kuchipudi** as Authorized representative having its registered office at D-139, Freedom Fighter Enclave, New Delhi 110068 (hereinafter referred to as "**Asian Institute**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its holding subsidiary group companies and affiliated and assigns )of the second Part.

(The Lingaya's Vidyapeeth and Asian Institute shall hereinafter individually be referred to as a "party" and collectively as the "parties")

For LINGAYA'S VIDYAPEETH  
  
Registrar

Page 1 of 7

For Asian Institute of English Language Pvt. Ltd.

  
Authorised Signatory

For Asian Institute of English Language Pvt. Ltd.

Authorised Signatory

**NOW THEREFORE, IN THE LIGHT OF THE ABOVE AND IN CONSIDERATION OF MUTUAL CONVENANTS HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. OBJECTIVE AND SCOPE OF THE AGREEMENT**

The objective of this agreement is to conduct the examination for all the students enrolled in collaboration with Blackboard Education & Research Foundation, in Lingaya's Vidyapeeth

**2. ROLES AND RESPONSIBILITIES FOR THE BOTH PARTIES ARE LISTED BELOW:**

**2.1 ROLE OF Asian Institute of English Language Private Limited**

1. Examinations of all the enrolled/eligible students will be held in the University Campus at Faridabad only, as per the schedule given by the Controller of Examinations, Lingaya's Vidyapeeth.
2. Further Asian will also assist in providing admissions in the courses run in collaboration between Lingaya's Vidyapeeth and Blackboard Education and Research Foundation.
3. Asian Institute of English Language Private Limited will ensure that student obey the rules & regulation of the Lingaya's Vidyapeeth.
4. Asian Institute undertakes the entire responsibility of conducting the exams in transparent & fair manner, as prescribed by the statutory bodies and Lingaya's Vidyapeeth. Vidyapeeth under no circumstances be liable and responsible for any illegal/criminal acts committed by the Indian/foreign students during their Examinations/studies at the university.

For LINGAYA'S VIDYAPEETH

Page 3 of 7

Registrar

For Asian Institute of English Language Pvt. Ltd.

Authorised Signatory

#### 4. TERMINATION:-

5.1 This MOU can be terminated by Vidyapeeth by giving one months notice and Asian Institute of English Language Private Limited by giving three months notice for the violation of any of the terms and conditions of this MOU.

5.2 However if the MOU is terminated for whatsoever reason the responsibility of each party shall continue to exist till the completion of the collaboration programme to which the students have been admitted before the date of such notice subject to the satisfaction of the university.

5.3 The university will make arrangement for the conduct of examination of the admitted students.

#### 6. NOTICES:

6.1 Any notice or other information required by this agreement to be given a party to the other party may be given by hand or sent by speed/registered post to the notified address.

6.3 Any notice or other information sent by email / facsimile transmission or comparable means of communication shall be deemed to have duly given on the next day after transmission provided a confirmation of such notice is sent by post as mentioned hereinabove.

#### 7. INDEMNIFICATION:

Both the parties shall indemnify each other and keep the other party indemnified and harmless against any and all claims action proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this agreement due to breach of any provisions of this agreement by such

For LINGAYA'S VIDYAPEETH

Page 5 of 7

Registrar

For Asian Institute of English Language Pvt. Ltd.

Authorised Signatory

For Asian Institute of English Language Pvt. Ltd.

Authorised Signatory



course of performance of service under this agreement) or make copies of any confidential information without the prior written consent of the disclosing party. The receiving party shall use the confidential information solely for the purpose of implementing the transaction contemplated herein and not for any other purpose all such information shall remain the sole and exclusive property of the receiving party and upon termination of expiry of this agreement: the receiving party shall return or destroy such information to the reasonable satisfaction of the disclosing party however ,each party is free to share such information with relevant government authorities, if demanded by such authorities

11. All disputes arising out of or in connection with this arrangement shall be subject to the exclusive jurisdiction of the court situated in Delhi.

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized representative as of the date written herein below:-

For LINGAYA VIDYAPEETH  
Mr. Prem Salwan  
Registrar

REGISTRAR  
LINGAYA'S VIDYAPEETH

For Asian Institute of English Language Pvt. Ltd.

Ms. Bhavik Kuchipudi  
Authorised Signatory

AUTHORISED SIGNATORY  
ASIAN INSTITUTE OF ENGLISH  
LANGUAGE PRIVATE LIMITED

Date:

Date:

WITNESSES:

- 1.
- 2.





हरियाणा HARYANA

47AA 131813

**AGREEMENT FOR HOUSEKEEPING SERVICES**

This agreement ("Agreement") is made on this day of the 01<sup>st</sup> August 2022 at Faridabad, Haryana.

**BY & BETWEEN**

BSK SECURITY & FACILITY SERVICES acting through its Proprietor Mr. Lalit Kumar hereinafter referred to as "Service Provider", which expression shall unless repugnant to the context or meaning thereof, mean and include its owners, affiliates, successors, group companies/entities, nominees and assignees of the party of the FIRST PARTY.

**AND**

Lingaya's Vidyapeeth through its Competent Authority hereinafter referred to as "Lingaya's " which expression shall unless repugnant to the context or meaning thereof mean and include its owners, affiliates, successors, nominees and assignees of the party of SECOND PARTY.



For B.S.K. SECURITY SERVICE

*Lalit Kumar*  
Proprietor



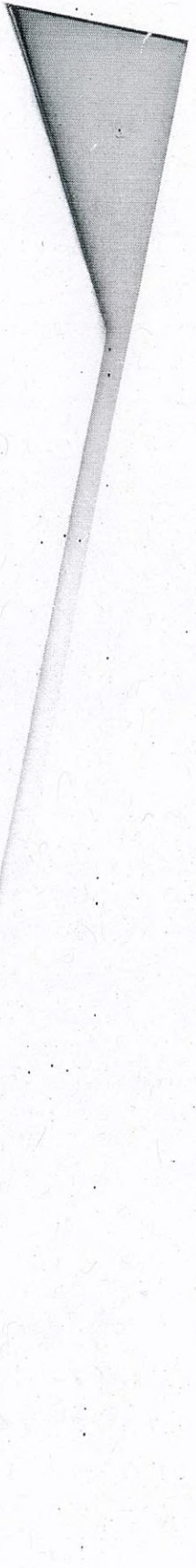
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**WHEREAS:**

- (1) The Service Provider is engaged in providing Facility Management Services and has necessary experience and expertise to provide housekeeping/cleaning services and accordingly the Service Provider has offered vide its letter dated 06<sup>th</sup> July 2022 to provide houseboys, housekeeping chemicals, consumables, equipment's etc. at the Lingaya's Vidyapeeth main campus including Boys and Girls Hostel,
- (2) Whereas Lingaya's is engaged in Education and has agreed to avail the housekeeping/cleaning services on an exclusive basis from the Service Provider for its campus on the terms and conditions mutually agreed upon between both the parties.
- (3) The Parties hereby execute this Agreement for providing attendant, Supervisor by the Service Provider to and for Lingaya's on the terms and conditions mentioned hereunder:

**NOW THIS AGREEMENT WITNESSES AS UNDER:**

**1. Basic Terms:**

1.1 This Agreement is valid for the initial period of one year commencing from the **1<sup>st</sup> August 2022 to 31<sup>st</sup> July 2023**. However the Agreement may be extended for such further period as may be agreed upon by the mutual consent of both the parties and the same should be accepted by both the parties in writing at least 30 days prior to the expiry of tenure of this Agreement.

1.2 That the Service Provider shall provide Attendants/Houseboys, Housekeeping consumables, chemicals and equipment's as per details specifically described in Annexure – I here of this agreement.

**2.**

2.1 That First Party has negotiated with Second Party and has agreed to provide Housekeeping Services for total amount of **Rs.12,786/-** Per Person for House Keeping attendant & **Rs. 15,519/-** Per Housekeeping Supervisor GST will be as per Govt. with break up as per details specifically mentioned as under :-



For B.S.K. SECURITY SERVICE

Proprietor



REVISED RATES AS PER MIMIMUM WAGES ACT

HOSUEKEEPING HELPER		HOUSEKEEPING SUPERVISOR	
Basic Wage	Rs. 10,099. 00	Basic Wage	Rs. 12275.00
PF Share 13%	Rs. 1312. 00	PF Share 13%	Rs. 1596.00
ESI Share 3.25%	Rs. 328.00	ESI Share 3.25%	Rs. 399.00
Uniform	Rs. 100. 00	Uniform	Rs. 100. 00
Service charge 8 % on total of Basic wage + PF + ESI	Rs. 947.00	Service charge 8% on total of Basic wage + PF + ESI	Rs. 1149.00
(B) Total	Rs. 12,786/- (Per Person)	(B) Total	Rs. 15519/- (Per Person)
GST	Will be as per Govt. rules	GST	Will be as per Govt. rules

- 2.2 That the cleaning material/consumables cost will be paid additional on actual monthly basis after checking and verification by the second party for whole campus including hostels (Boy & Girls)
- 2.3 That the first party shall bring cleaning machines at their own cost for floor cleaning as and when required by the Second Party
- 2.4 That the First Party shall submit bills on 07<sup>th</sup> of every month and bills will be cleared on or before 30<sup>th</sup> of every month by the Second Party after proper checking and verification. First Party will deposit 2 months interest free security with second party & interest free security will be returned after completion of contractor or First party will give 2 months credit facility.
- 2.5 That the First Party will distribute monthly wages latest by 10th of every month after getting muster rolls duly signed and verified by the concerned officer of the Second Party.
- 2.6 That , In case First Party fails to disburse the wages on 10<sup>th</sup> of the following months, the Second Party has the rights to deduct Rs.1000/- per day till the wages are disbursed by the First Party and. if the employee's of vendor went on Strike 8 days attendance Per employee shall be deducted from first party's bill.



For B.S.K. SECURITY SERVICE

*(Signature)*  
Proprietor



- 2.7 That the First Party shall deploy Supervisors and Houseboys as per the requirement with minimum matric qualification .
- 2.8 That the First Party will deposit ESI & PF Challans, GST every month with concerned authorities and copies of the challans for the employees of the first party deployed in the premises of the second party will be submitted separately to the Second Party along with monthly bill.
- 2.9 The First Party shall deploy one assignment manager at its own cost who will coordinate with the representative of the Second Party as and when required.
- 2.10 That the First Party will be responsible for all the inspections carried out by the authorities under the various labour laws from time to time and its record will be submitted to Second Party as and when required.
- 2.11 That the First Party will ensure that the supervisors and Houseboy are police verified, well behaved, well dressed, well disciplined and are supervised properly to provide efficient/satisfactory housekeeping/ cleaning services to the Second Party.
- 2.12 That the First Party shall ensure that the supervisors and houseboys are not permitted to create any indiscipline , strike, go slow and dharna in the premises of the Second Party. In case the employees of the First Party resort any illegal activity such as strike, dharna and violence in the campus , strict action will be taken against the First Party upto the extent of termination of contract without any notice besides imposing financial punishment.
- 2.13 The First Party shall perform all housekeeping services including the cleaning of roofs in consultation with the authorized person of the Second Party.
- 2.14 The First Party shall be responsible for any loss or damage to the Second Party's moveable and immovable property. It will be the right of the Second Party to deduct such amount from the Second Party's bills.



For B.S.K. SECURITY SERVICE

*Carl K...*

Proprietor



- 2.15 This agreement gives First Party license to enter the premises from time to time for execution of the work with prior consent of the Second Party. This agreement does not confer any tenancy right or ownership to the First Party.
- 2.16 The First Party shall be solely responsible for complying with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and other enactment that may be applicable including the PF Act, ESI Act, The Payment of Wages Act, Factories Act, Workman's Compensation Act, Payment of Gratuity Act and any other applicable legislation and the municipal bye-laws or other statutory Rules and Regulations whatsoever in force, as applicable from time to time.
- 2.17 The First Party shall be sole responsible for any obligation, financial or otherwise, imposed under any statutory enactment, rules and regulations and shall provide a certificate regarding compliance along with the bills raised by it for the previous month.
- 2.18 The First Party hereby agrees that they shall pay its employees their monthly wages in time if the First Party fails to do so then the Second Party shall pay monthly wages to the employees of the First Party and in lieu of this the First Party shall reimburse the same to the Second Party within 7 days of the payment including the provisional of ESI, Employee's Provident Fund, Administrative Charges and any other expenses incurred by the Second Party.
- 2.19 In the event of non-compliance of instructions of the Second Party to the First Party so the same will be treated as the breach of this contract.
- 2.20 The First Party shall provide Housekeeping Manpower in the proper uniform as per details given below:
- Campus**  
House Keepers 35, Supervisor - 02



*[Handwritten signature]*

For B.S.K. SECURITY SERVICE

*[Handwritten signature]*  
Proprietor



2.21 The First Party shall provide housekeeping material maximum to the cost as mentioned below as per details given below along with bills duly entered and verified by security personnel at the incoming material gate:

Campus	
+	Rs. 35,000/- Per month
Hostels (Boys + Girls)	
<b>Total</b>	<b>Rs.35,000. 00 PM</b>

2.22 The First Party shall also ensure the following jobs for the Housekeeping Services :

- i) Cleaning of Over Head Tanks.
- ii) Filling of Water Cooler whenever required.
- iii) Cleaning of roof.
- iv) Cleaning of Drainage system.
- v) Cleaning of Swimming Pool.
- vi) Cleaning of all windows Glasses, including reception area
- vii) Cleaning of Drainages System of Vidyapeeth

2.23 The Second Party will pay separately for any additional service required from the First Party as and when required by the second party besides the scope of this contract.

2.24 That First Party will not sub. contract of any work assigned by Second Party without the approval from the Second Party during the tenure of the agreement.

2.25 That the Second Party will take all precautionary measures as laid down in the Factory/Establishment Legislation to avoid any damage, loss or injury to all houseboy personnel deployed at the premises.

2.26 The Second Party shall have the right to recommend / removal of any houseboy personnel with prior notice of three days and similarly First Party reserves the right to change the houseboy with prior intimation to the Second Party.



*[Handwritten signature]*

For B.S.K. SECURITY SERVICE

*[Handwritten signature]*

Proprietor



2.27 That as and when the minimum wages will be increased by Appropriate Government, Second Party will make necessary corrections. Second Party will have the right to initiate action against First Party; in case the minimum wages are not paid by the First party deployed in the campus.

**3 Entire Agreement**

This Agreement sets out the entire agreement between the parties and can be altered with mutual consent of both the parties.

**4 Termination**

This Agreement can be terminated by either party by giving one month notice in writing.

**5 Jurisdiction**

In the event of any dispute or differences arising between the parties hereto as to the rights and obligations under this agreement or as to any claim monetary or otherwise, of any one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, the jurisdiction of dispute shall lie in Faridabad Courts only.

IN WITNESS WHEREOF the Parties have signed the agreement on the day and place first mentioned above in the presence of the witnesses.

For B.S.K. SECURITY SERVICE  
First Party *Adil Kumar*  
M/s BSK Security & Facility Service  
Proprietor

*Shweta*  
Second Party  
Lingaya's Vidyapeeth

Witnesses:

- 1.
- 2.



Competent Authority



## LeadSquared Order Form

(SUBSCRIPTION RENEWAL)

Company Name	Lingaya's Vidyapeeth
Account ID	54197
Last Renewal Order Number	NA
Renewal Sequence	First
Renewal Order #	INR-54197-R1

Subscription Term and Cost			
Subscription Dates and Duration	Start Date	7-Jul-2022	
	End Date	6-Jul-2025	
	Duration (Months) [A]	3 years	
	Billing Cycle	Yearly	
Subscription Plan Name	Campus		
Plan Limits (key license limits of the chosen plan)	Web + Mobile Users	12	
	Mobile only Users	0	
	Max Contact/Lead Limit	Unlimited	
	# Of Automations	Unlimited	
	# Of Forms & Process	Unlimited	
	API Rate Limit	15/5sec	
	Converse	Included	
	UTC	Included	
SMS Marketing App	Included		
Previous Plan Cost	₹ 12,500		
Increment 10%	₹ 0	₹ 875 Increment of 7%	₹ 669 Increment of 5%
Subscription Plan Cost per month	₹ 12,500	₹ 13,375	₹ 14,044
Total Subscription Plan Cost (Yearly)	1 <sup>st</sup> Year ₹ 150,000 (+ Including connectors)	2 <sup>nd</sup> Year ₹ 1,60,500 (+ Including connectors)	3 <sup>rd</sup> Year ₹ 168,528 (+ Including connectors)
Taxes (GST @ 18%)	₹ 27,000	₹ 28,890	₹ 30,336
Total Subscription Plan Cost including Taxes [X] (Yearly)	₹ 177,000	₹ 1,89,390	₹ 1,98,864

Top-Up Price	
Additional Web + Mobile User	Rs. 900/Month/user
API Rate Limit	Rs. 4,000 API calls / 5 sec
Email Credits	7 Paise/Email
Onsite training	Once a month
Base Professional Service Rate	Rs. 20,000 per day (min unit is one day)
Extra Online Training	NIL

Payment Schedule	
100% Advance Payments	All invoices are to be paid 100% advance unless explicitly stated otherwise
Subscription Fee [X]	Rs. 177,000 to be paid Every 12 months (1 <sup>st</sup> Year) Rs. 189,390 to be paid Second Year Rs. 198,864 to be paid Third Year
Payment Mode	Online Payment through Payment Gateway/Bank Transfer/Cheque/Automated Charge through Card



Payment Terms [PLEASE READ THESE CAREFULLY]	
Binding non-cancellable contract during subscription duration	The contract cannot be cancelled/paused for convenience for the duration of subscription period.



Exit Fee	Not Applicable
Billing Start Date	Billing of Subscription will start at Subscription Start Date. This includes the period of setup and implementation.
Billing is not based on usage	The billing is based on subscription plan and licenses procured. If a license is not used, then it will not lead to any refund/credit.
Upgrade / Downgrade Term	If plan is upgraded or licenses are added, then it will be billed from the activation date till subscription end date. Downgrade is not permitted during subscription period.
Auto-renewal of Subscription	Subscription will renew automatically; cancellation is applicable on one-month prior notice.
Credit term	45 days credit from the invoice receipt date
Professional Services (PS) Fee for Changes	Post Go Live (after implementation is done) PS fee will be applicable for any changes requested by the customer.
Cost Increase on Renewal	The subscription fee will not change before subscription end date. On next renewal, the fee will increase by 10%

This Order constitutes a non-cancellable purchase commitment. I hereby authorize MarketXpander Services Pvt Ltd to invoice me as per the subscription details mentioned above and I promise to pay the invoiced amount within the credit period. I understand that the subscription is subject to master subscription agreement terms defined at <http://www.leadquared.com/termservice/>.

Signatures of Parties

	LeadSquared	Customer
Company Name	MarketXpander Services Private Limited	Lingaya's Vidyapeeth
Signature		
Signatory Name	Prashant Singh	Prem Kumar Salwan
Signatory Title	COO	Registrar
Date	07-06-2022	14-07-2022.

ANNEXURE -1

Terms and Conditions of Subscription

Nature of Contract	Subscription to use Software
Support Hours	Monday to Friday 10 am to 7 pm IST except on public holidays. Developer support is only available to Enterprise plan customers.
Conscious Decision	You agree to buy the product "as it is" without anticipation of any feature availability in future.
Order Form supersedes any Proposal	The plan and terms captured in this Order Form supersede any demo/proposal.
Refund Policy	No refund of any fee (subscription fee, setup fee or emails/SMS credits bought) unless LeadSquared is in breach of contract
Custom Work	For any custom work (like integration or add-on development) the timelines will be provided after feasibility study.
Third Party Dependency (Disclaimer)	When LeadSquared is dependent upon a third party engaged with Customer for integration to work, non-performance, or non-availability on behalf of third party to finish integration cannot be construed as non-performance by LeadSquared. In case of failure of integration due to non-performance of third-party, no refunds will be made if integration work is paid for.
Right on Data	Customer has the sole right on their data hosted in LeadSquared and such data will not be used by LeadSquared for any other purpose except to provide services.

Non-Payment of Dues

LeadSquared reserves the right to terminate customer account if invoices are not paid for more than 30 days



Customer's Responsibility	To use LeadSquared as permitted by the law and in accordance with Acceptable Use Policy: <a href="https://www.leadSquared.com/aup/">https://www.leadSquared.com/aup/</a> .
Termination for Convenience	No party can terminate the contract for convenience. No refund will be issued by LeadSquared if the customer terminates for convenience.
Termination for Cause	120 days' notice. LeadSquared will issue refund of unused subscription term if it is in breach of contract. No refund if customer breaches contract.
Right on New Features	Free feature additions may be done to some or all plan at sole discretion of LeadSquared.
Applicability of any special regulatory guideline	Unless specifically stated, this order does not obligate LeadSquared to adhere to any specific regulation like IRDAI, HIPAA, GDPR etc.

ANNEXURE -2

Point of Contact Details (if changed)

Customer Contact

Contact Name		Contact Name	
(Business PoC)		(Billing / Signing PoC)	
Title		Title	
Email		Email	
Phone		Phone	

LeadSquared Contact

Contact Name (Sales)	
Title	
Email	

## **LIST OF MOU (01.07.2022 to 30.06.2023)**

<b>S No.</b>	<b>Subject</b>	<b>Date of MOU</b>
	<b>National</b>	
1	Lead Squared	07.07.2022
2	M/s BSK Security & Facility Services	01.08.2022
3	Standard Office Solutions	10.08.2022
4	Asian Institute of English Language Pvt Ltd.	27.10.2022
5	Metaacogz World	03.01.2023
6	Hindustan Agricultural Research Welfare Society (U.P.)	06.01.2023
7	Life Farm Society, Roorkee, Uttarakhand	06.01.2023
8	M/s Shrijaa Welfare Society	23.01.2023
9	iNurture Education Solutions P Ltd.	16.02.2023
10	Emplife India Private Ltd.	06.04.2023
11	L & T EduTech	
12	Set Education Technology Private Ltd.	03.05.2023
13	Sunstone Education Technology Private Ltd.	03.05.2023
14	Friends Indeed Foundation	17.05.2023
15	Star Dental Centre Pvt Ltd (Clove Dental)	26.05.2023
16	Huber+Suhner Electronics Pvt Ltd.	26.05.2023



## MEMORANDUM OF UNDERSTANDING

This MOU is made at Lingaya's Vidyapeeth, Nachauli, Faridabad, Haryana on the 10 August 2022 by and between Lingaya's Vidyapeeth (Deemed to be University u/s 3 of the UGC Act, 1956), Faridabad, having its campus located at Nachauli Village, Old Faridabad – Jasana Road, Faridabad through its authorized signatory of the FIRST PART and M/s Standard Office Solutions Pvt. Ltd at D1/22, Palam Extension, Sector-7, Dwarka, New Delhi 110045 hereinafter referred to a SECOND PART, a private limited company incorporated under the Companies Act, 1956 through its authorized signatory who has offered to provide services of Photocopiers on Rental basis vide quotation dated 27<sup>th</sup> July 2022.

### WHEREAS

Lingaya's Vidyapeeth has issued letter of Intent dated 2<sup>nd</sup> August 2022 vide letter No. LV/Registrar/2022/690 to M/s Standard Office Solutions Pvt. Ltd to start installation of the 4 Colour Photocopier and 4 Black & White Photocopier machines at the Vidyapeeth, Nachauli, Faridabad and in addition 2 Colour Photocopier at LIHS, Kanwara, Faridabad, 1 Black & White at LPS, Kanwara, Faridabad, 1 Colour and 4 Black & White at LLDIMS, Mandi, New Delhi, 1 Black & White and 1 Colour at Lingaya's Academy, Saket, New Delhi.

Standard Office Solutions Pvt. Ltd. will provide the Services on the following terms and conditions:

For LINGAYA'S VIDYAPEETH

  
Registrar



## TERMS AND CONDITIONS

1. That Standard Office Solutions will provide 10 (ten) Sharp Brand New BP-20M22 (Black & White New Machine) @ Rs.4,800.00 rent per month per Machine There will be free first 10000 copies thereafter there will be charge @35 paisa per copy. GST @18% extra or as per applicable.

HEAVY DUTY MULTIFUNCTIONAL	SHARP BRAND NEW BP-20M22 (BLACK & WHITE NEW MACHINE)	SHARP BRAND NEW BP-20C20 (COLOR NEW MACHINE)
SPECIFICATION	Speed: 22 PPM Original/Print Area: A5-A3	Speed: 20 PPM Original/Print Area: A5-A3
Rental	Rs.4800.00 Per Month Per Machine	Rs.6800.00 Per Month Per Machine
Free Copies (A4) Per Month Per Machine	10000 Copies Black & White	250 Color and 2000 Black & White
Rental Advance	2 Months (Adjustable at the end of contract)	2 Months (Adjustable at the end of contract)
Extra Copies	@ 35 paisa Per Copy Black & White	Color Copy @ Rs.4.00 per copy and B/W @ 40 Paise Per Copy
GST	@18% Extra or as per applicable	@18% Extra or as per applicable

For KINGAYA'S VIDYAPEETH

*[Signature]*  
Registrar

*[Signature]*



2. That Standard Office Solutions will provide 8 (Eight) Sharp Brand New BP-20C20 (Colour New Machine) @ Rs.6800/- rent per month per machine. There will be free 250 Color and 2000 Black & White copies thereafter there will be charge @Rs.4/- per copy for color and Rs.40 paisa per copy for black & white. GST @ 18% Extra or as applicable.
3. This contract will be initially for 36 months from 8<sup>th</sup> August 2022 to 7<sup>th</sup> August 2025 which can be renewed with mutual consent of both parties.
4. This contract can be terminated by giving one month notice by either party.
5. This contract will include all the consumables/spares/regular services to be provided by Standard Office Solutions Pvt. Ltd except the photocopy papers, electricity and photocopy operator to be provided by Lingaya's Vidyapeeth.
6. That Standard Office Solutions will maintain the machine properly and will provide training to operating staff of Lingaya's Vidyapeeth.
7. That in case of break down Standard Office Solutions will repair the machine same day otherwise in case of major problem/defect/delay they will provide standby machine at the Campus without any additional charges.
8. That Standard Office Solutions will send its mechanic once in a month for preventive check up and safety of photocopiers.
9. That Standard Office Solutions will take care of all safety precautions and will be liable and responsible for claim in case of any accident happen to its

For LINGAYA'S VIDYAPEETH

*[Signature]*

Registrar

*[Signature]*

manpower during his duties at the photocopier machines within the Lingaya's Vidyapeeth Campus premises.

10. That in case of delay in attending complaint or repair beyond 24 hours by the officials of Standard Office Solutions so there will be delay penalty @Rs.200/- per day per photocopy machine.

### JURISDICTION

In case any dispute arising out of this agreement so both parties will try to resolve the dispute amicably otherwise the jurisdiction of dispute shall lie in Faridabad Courts only.

In witness whereof, the parties have caused their duly authorized representatives to execute this agreement in duplicate original on the date of signing.

For LINGAYA'S VIDYAPEETH

*[Signature]*  
AUTHORISED SIGNATORY  
(FIRST PARTY) Registrar

For STANDARD OFFICE SOLUTIONS PVT. LTD.

*[Signature]*  
AUTHORISED SIGNATORY  
(SECOND PARTY)

Witnesses:

1. *[Signature]*  
(Naveen Bhati - Lingaya's Vidyapeeth)

2. *[Signature]*  
(DINESH SINGH)  
Standard Office Solutions Pvt. Ltd.

Place: Faridabad

Date: August 2022



# MEMORANDUM OF UNDERSTANDING

BETWEEN



## EduSkills

Nation Building Through Skills

EduSkills Foundation ("EduSkills")

AND



## LINGAYA'S VIDYAPEETH

choose to know

Lingaya's Vidyapeeth

FOR EDUSKILLS MEMBERSHIP PROGRAM



This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "**Skill Development, IT Education and Workforce Development Programs**" ("Collaboration Areas").

Now the Parties agree as follows:

**A. NON-BINDING TERMS.**

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this **MOU** is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

**B. BINDING TERMS**

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

**1. Confidentiality**

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction.

The obligations of confidentiality set forth herein shall not apply to information which;

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.

The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.





All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

## 2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

## 3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

## 4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **sixty (60) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

## 5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

## 6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

## 7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this **MOU**. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

## 8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.



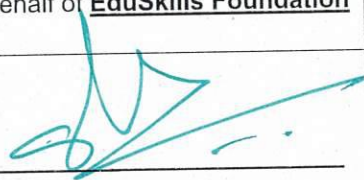
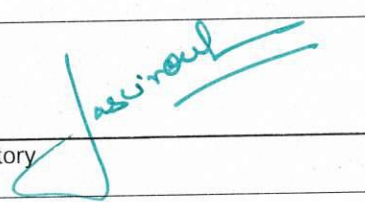
9. **Amendment**

This MOU may be amended at any time by the mutual written assent of the Parties.

10. **Severability.**

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this **MOU** by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <b>EduSkills Foundation</b>	Signed for and on behalf of <b>Lingaya's Vidyapeeth</b>
By:  Authorized Signatory	By:  Authorized Signatory
Mr. Shubhajit Jagadev Name	Prof.(Dr.) Jaskiran Kaur Name
Chief Executive Officer Designation	Dean Academics Designation
Date <u>25.05.2022</u>	Date <u>25.05.2022</u>
<b>Address for communication:</b> EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India  Email: info@eduskillsfoundation.org	<b>Address for communication:</b> Lingaya's Vidyapeeth, Nachauli, Jasana Road, Old Faridabad, Faridabad, Haryana 121002.  Email: dean.academics@lingayasvidyapeeth.edu.in





## EXHIBIT A

### NON-BINDING TERMS

#### 1. Scope and Intent

**EduSkills** and **Lingaya's Vidyapeeth** have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to their students.

#### 2. Proposed obligations of **EduSkills**:

- To offer digital content and courses of up to 8 global academy programs to the institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.
- EduSkills Talent Connect Program for students
- EduSkills & AICTE Internship Program for students.

#### 3. Proposed Obligations of **Lingaya's Vidyapeeth** :

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership **fee every year**. Following year's membership fee can be incremented or, nominal basis, if the need arises. **Agreement to be renewed after 5 years**.
- Institution need to bear the expense for the AWS & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

**Please Note:** This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.



MUTUAL UNDERSTANDING FOR ROAD SAFETY TRAINING



This Letter of Understanding is executed on 22<sup>nd</sup> September, 2021

By and between

**Lingaya's Vidyapeeth**, at: Nachauli, Old Faridabad, Jasana Road Faridabad 121002 and is duly represented by Mr. Vikrant Agarwal being the Deputy Director, Placement and Corporate Relations, Lingaya's Vidyapeeth as the Party of the First Part.

And

**Hero MotoCorp Ltd.**, a company incorporated under the provisions of the (Indian) Companies Act, 1956, having its registered office at The Grand Plaza, Plot No.2, Nelson Mandela Road, Vasant Kunj, Phase - 2, New Delhi – 110070 of the Other Part.

Both **Lingaya's Vidyapeeth** and **HMCL** are individually referred to as the Party and jointly as the Parties.

**NOW, THEREFORE, THIS LETTER WITNESSETH AND PARTIES COVENANTS:**

1. In view of the rising road accidents, **Lingaya's Vidyapeeth** has sought sensitization and capacity building for riding of two wheelers through proper training and workshops for its students.
2. In view of the representation of **Lingaya's Vidyapeeth and HMCL** has agreed to provide training to the students of Lingaya's Vidyapeeth and also hold sensitization workshops so that the students are made aware of the road safety features.
3. **Lingaya's Vidyapeeth** covenants that it shall:
  - a. Promote the event among the students
  - b. Ensure availability of students in suitable groups for the training and sensitization workshops.
  - c. Maintaining proper attendance records for the students who are attending the event.
4. **HMCL** covenants that it shall:
  - a. Hold workshops in road safety on a monthly basis
  - b. Providing an online/ offline platform to provide sensitization on road safety.
  - c. Provide certificates to students who have successfully completed the program.
  - d. Provide Two-wheeler practical training
5. **HMCL** or its personnel shall not be liable in any manner for any injury and/or fatality to the students of **Lingaya's Vidyapeeth** arising out of the training and sensitization program. **Lingaya's Vidyapeeth** agrees and covenants that it will also apprise the students taking part in this training and sensitization program about the same. **HMCL** shall be free to obtain necessary documentation/undertaking from the students prior to the training.

BOTH THE FACULTY OF LINGAYA'S VIDYAPEETH AND HMCL HAVE EACH CAUSED THIS LETTER TO BE DULY EXECUTED BY ITS AUTHORIZED REPRESENTATIVES.

The First Party

Mr. Vikrant Agarwal  
Deputy Director  
Placements & Corporate Relations,  
Lingaya's Vidyapeeth,  
Nachauli, Old Faridabad,  
Faridabad 121002

The Second Party

Mr. Sunil Malhotra  
Asst. General Manager  
Hero MotoCorp Ltd.  
The Grand Plaza, Plot No.2 Nelson  
Mandela Marg, Vasant Kunj, Phase-2  
New Delhi – 110070

**Hero MotoCorp Ltd.**

**Regd. Office:** The Grand Plaza, Plot No.2, Nelson Mandela Road, Vasant Kunj - Phase-II, New Delhi - 110070, India

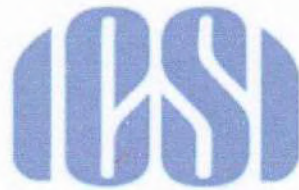
Tel. +91-11- 46044220, Fax +91-11- 46044399

HeroMotoCorp.com CIN: L35911DL1984PLC017354 PAN: AAACH0812J



**MEMORANDUM OF UNDERSTANDING  
(MoU)**

between



**The Institute of Company Secretaries of India, New Delhi**

And



**Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad**

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 18/10/2021

Certificate No. EOR2021J1036



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 80462251



Penalty : ₹ 0  
(Rs. Zero Only)

Seller / First Party Detail

Name: The institute Of company secretaries Of india  
H.No/Floor : Na Sector/Ward : Na LandMark : Lodhi road  
City/Village : New delhi District : New delhi State : Delhi  
Phone: 95\*\*\*\*\*09



Buyer / Second Party Detail

Name : Lingayas Vidyapeeth deemed to be University  
H.No/Floor : Na Sector/Ward : Na LandMark : Jasana road  
City/Village: Nachauli District : Faridabad State : Haryana  
Phone : 98\*\*\*\*\*17

Purpose: MOU

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**This Memorandum of Understanding (MoU) arrived at this 28<sup>th</sup> Day of October, 2021**

**between**

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)**, a Statutory Body constituted under an Act of Parliament i.e. The Company Secretaries Act, 1980 (No. 56 of 1980), having its headquarters at 'ICSI HOUSE' 22, Institutional Area, Lodi Road, New Delhi-110003, represented through, **CS Nagendra D Rao, President the ICSI** (Which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) hereinafter referred to as the "ICSI", of the "**FIRST PARTY**".



For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI



For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
Prof. Dr.G.G. Shastri  
Pro-Vice Chancellor




And

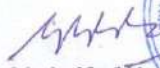
**Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** having its registered office at **Nacholi, Jasana Road , Faridabad** represented through **Prof. Dr. G.G. Shastri ' Pro-Vice Chancellor', Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad**(Which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) hereinafter referred to as the "**Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad**", of the "**SECOND PARTY**".

The "ICSI" and "**Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad**" are hereinafter, collectively referred to as the 'PARTIES' and individually as a 'PARTY'.

**WHEREAS:**

- I. The Institute of Company Secretaries of India (ICSI) is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.
- II. **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** a leading Research Driven Private University with a mission of "**Par Excellence with Human Touch**"
- III. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- IV. This MoU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.
- V. The implementation and/or conduct of a programmes, courses or activities as specified in this MOU shall be negotiated and determined mutually by the parties vide separate additional agreement or document to be signed by both parties.
- VI. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU.
- VII. The development and implementation of specific forms of cooperation based on this MoU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI


  
For and behalf of **Lingaya's Vidyapeeth**  
(Deemed-to-be University) Faridabad  
Prof. Dr.G.G. Shastri  
Pro-Vice Chancellor



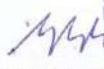
**NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

**VIII.** Both the Parties have hereto identified the following areas where they agree to mutually cooperate to the fullest extent:

- a. **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** will accord its necessary recognition to Company Secretary Qualification as equivalent to **Post Graduate Degree** for the purpose of admission to **Ph.D. in Management/ Commerce and allied Programmes** at **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad**, subject to their equivalency by Association of Indian Universities, New Delhi and Statutory bodies, as in force from time to time.
- b. ICSI on its part would facilitate the conduct of Specialised Training Programmes in **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** for the Faculty Members, Research Scholars and Students of **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** on areas of mutual interest by providing experts on its rolls.
- c. **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** on its part may nominate ICSI Members for Academic Council or other bodies of Schools / University as it deem appropriate.
- d. **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** on its part would share the expertise of its Faculty Members as mutually desirable by way of acting as resource persons for Training Programs or workshops organised by ICSI.
- e. Jointly organise Workshops, Seminars, Continuing Education and Training programmes and similar Academic Programmes for Practicing Professionals, Corporate Executives & Faculty Members, Research Scholars and students of **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** on themes of Topical and Professional interest on equal surplus/deficit sharing basis.
- f. Regular exchange of journals published by the parties hereto on a complimentary basis with liberty to reproduce in each other's publications, such portion or portions, which may be of interest, subject to acknowledging the source
- g. Exchange of Faculty Members as may be mutually agreed subject to convenience of the parties hereto

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI



  
For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
Prof. Dr. G.G. Shastri  
Pro-Vice Chancellor






- h. Regularly exchange course materials, case studies, research publications and other academic and research inputs.
- i. Undertake joint research projects which are mutually beneficial.
- j. Reciprocate participation in National and International conferences organised by the parties hereto.
- k. Extend help and Co-operation in developing Curriculum of Academic and Continuing Education Programmes, on such terms as may be mutually agreed to including Joint Meeting of Curriculum Development Committees/bodies.
- l. Organise programmes jointly for Training of Trainers (ToT) for mutual benefit and advantage.
- m. ICSI and Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad would work jointly for Teacher Congruence by organising specialised programmes together.
- n. Exemptions in University subjects for the students of ICSI in topics such as Corporate Governance if deem appropriate by Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad.
- o. ICSI at its discretion may co-opt Registrar of the University (located in the same jurisdiction of the ICSI Chapter) as per its extant Chapter Management Guidelines, 2019 and other applicable Rules, Regulations and Guidelines.
- p. Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room etc., as may be mutually agreed.


**IX. ICSI Empanelment of faculties/trainer :**

The ICSI empanels faculties, resource persons and academician for various training programs, Seminars, Classroom teaching, workshops, review of study material, content development, Research, ToT program etc. The faculties and resource persons of Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad may get themselves empanelled with the Institute for imparting such training.

**X. ICSI Library Scheme for Universities and Institutions –**

The ICSI is the premier body in Corporate Governance and research. It has got more than 200 own publications in various areas of corporate Governance,

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
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Pro-Vice Chancellor

Company laws and Capital market. The ICSI may provide its own publications and also selected books of other publishing house free of cost to the Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad for use of the students and members, to be kept in the library Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad as a knowledge sharing platforms.

**XI. Participation in ICSI National and International Seminars and Workshops :**

The ICSI is the world largest Institute in Corporate Governance and compliance. Every year more than 500 seminars and workshops are organised across the country. The Students and faculties of Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad can participate in those seminars for updation of their knowledge and skills in various academic areas. The senior professors can also be invited for various academic and panel discussions.

**XII. Faculty Development Programmes:**


Faculty Development Programmes are an essential component in standardizing the Class room teaching all over the country. These programmes help the teachers in updating them with the student's expectation, Institution's expectation and proper penetration in imparting relevant areas of specialization. The fellow members of the institute could contribute in the faculty development program of the Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad in the domain of commerce, Business economics, management and Law.


**XIII. ICSI Counsellors –**

The Institute appoints ICSI Counsellors, in Districts / States / Region in India even in the Region/Area where ICSI Regional Councils and Chapters are located, for conducting Career Awareness Programmes creating awareness about the CS Course, Professional Opportunities and Training Requirements. The ICSI Counsellors may be either:

- i. An associate and Fellow Member of the Institute .
- ii. HOD / Professors / Lecturer of Management, Commerce or Law.
- iii. Teacher / Faculty at Schools/ Colleges.
- iv. Any other professional or person of high reputation and experience who are eligible.

The ICSI counsellors are paid honorarium as applicable and recognized.

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
Prof. Dr. G.G. Shastri  
Pro-Vice Chancellor



#### XIV. Non Binding Nature of the MoU

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties except confidentiality and IPR Clause. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

That it is expressly understood & agreed between the parties to this MoU that the personnel(s) employed or hired or engaged (permanent/regular/casual/contractual/temporarily/daily wagger or whatever be the status/name) by the **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** directly or indirectly for the performance of the obligations under this MoU, shall not be employee of the ICSI for any purpose and none of such person of **Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad** shall have any right to claim anything against the ICSI and same shall be applicable vice versa to ICSI.


#### XV. Terms and Termination of the MOU

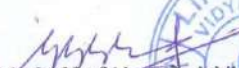
The MoU shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years. MoU may be extended further on the mutually agreed terms.

- a) This MoU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.
- b) This MoU can also be terminated by either of the parties by giving advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings.
- c) The implementation and/or continuance of programmes or project established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

#### XVI. Indemnification:

Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
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Pro-Vice Chancellor



to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party (i) arising out of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.

The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

#### **XVII. Intellectual Property Right**

ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the **Lingaya's Vidyapeeth**, may come across through this MOU. **Lingaya's Vidyapeeth** shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on **Lingaya's Vidyapeeth** any right or title in the intellectual property of ICSI.

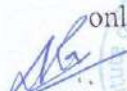
#### **XVIII. Force Majeure**

The Party shall not be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a *Force Majeure* event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

#### **XIX Complete / Entire Agreement:**

This MoU constitutes the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MoU shall be valid only if they are in writing and signed by both parties, except that each Party

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
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Pro-Vice Chancellor



may make a change of domicile or change of the name of the person to whom notice shall be sent with prior intimation to other party.

**XX. Amendments**

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

**XXI. Representations and Warranties**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this MoU.

**XXII. Non Waiver**

Failure to exercise by either party of any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MoU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both the parties.

**XXIII. Severability**

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

**XXIV. Assignment & Sub-Letting**


Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.


**XXV. Notices**

All notices notifications, request, consents and other communications required or permitted to be given to either party pursuant to this MOU shall be in writing and in English language. Notices shall be given by registered post/email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

**The Institute of Company Secretaries of India**

ICSI House,  
22, Institutional Area,  
Lodi Road, New Delhi -110003

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
Prof. Dr.G.G. Shastri  
Pro-Vice Chancellor



**Pro-Vice Chancellor**

**Lingaya's Vidyapeeth (Deemed-to-be University) Faridabad**

**XXVI. Headings**

The headings used in this MoU are for purposes of convenience only and shall not control the language or meaning of the provision following.

**XXVII. Confidentiality**

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MoU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

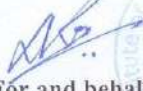
Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

**XXVIII. Governing Law**

The MoU shall be interpreted in accordance with and governed by the applicable laws in India.

**XXIX. Authority**

Each party represents and warrants to the other party that It has the necessary power to enter into and perform its respective obligations under this MOU, all actions, conditions, and things required to be taken, shall be fulfilled and done in order to enable them to lawfully enter into and perform their obligations under this MOU; and ensure that any breach of IPR, Confidentiality under this MOU shall be legally enforceable; the authorized signatory of each of the party executing this MOU is duly authorized to execute this MOU and execution by such authorized signatory shall bind the party.

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
Prof. Dr. G.G. Shastri  
Pro-Vice Chancellor



The MOU between the ICSI and the **Lingaya's Vidyapeeth** is a non-exclusive agreement. The ICSI shall be free to enter into any such MOU / agreement with any other Party during currency or the extended currency of this MOU

### **XXX. Dispute Resolution**



It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall make an attempt first to resolve the same by discussion or mediation. However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 7 (seven) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause, the sole arbitrator shall be appointed by the mutual consent of the parties as per the provisions of the Arbitration and Conciliation Act, 1996.


The seat, or legal place, of arbitration shall be New Delhi, India. The cost of the Arbitration proceedings shall be shared equally by both the parties.

### **XXXI. Jurisdiction**


All disputes arising out of or relating to the MoU shall be deemed to have arisen in New, India and only courts having jurisdiction over New Delhi, India shall determine the same.

Signed for and on behalf of

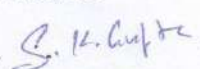
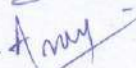
  
  
**CS Nagendra D Rao**  
President, The ICSI  
The Institute of Company  
Secretaries of India.  
ICSI House,  
22, Institutional Area,  
Lodhi Road, New Delhi

  
**Lingaya's Vidyapeeth**  
(Deemed-to-be University)  
Faridabad  
Prof. Dr. G.G. Shastri ' Pro-  
Vice Chancellor',  
Lingaya's Vidyapeeth (Deemed-  
to-be University) Faridabad


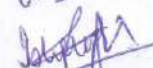
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
Prof. Dr. G.G. Shastri  
Pro-Vice Chancellor

Witnesses

1.  (Surya K. Gupta)
2.  (Arun Goel)


Witnesses

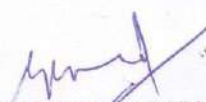
1.  (Dr. Anubhish Khan)
2.  (Ash Preet Singh)

Dated:-28<sup>th</sup> October, 2021

For any further info please Contact Us at :

<b>New Delhi Office :</b> The Institute of Company Secretaries of India ICSI HOUSE, 22 Institutional Area, Lodi Road, New Delhi – 110003 , DELHI	<b>Noida Office :</b> The Institute of Company Secretaries of India ICSI HOUSE, C-36, Phase 2, Sector 62, Industrial Area Noida- 201309 , Uttar Pradesh
Phone : 011 4534 1005	Phone: .....

  
For and behalf of ICSI  
CS Nagendra D Rao  
President the ICSI

  
For and behalf of Lingaya's Vidyapeeth  
(Deemed-to-be University) Faridabad  
Prof. Dr. G. G. Shastri 'Pro-Vice Chancellor'





MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

LINGAYA'S VIDYAPEETH

AND

INSTITUTE FOR INDUSTRIAL DEVELOPMENT (IID)

Under the Aegis of

M/s SAMADHAN SAMITI

FOR

ENTREPRENEURSHIP, SKILL DEVELOPMENT AND

INDUSTRIAL SOLUTIONS





This MoU is signed on **26<sup>th</sup> day of May, 2022** between the following parties, here-in-after collectively called as the "Parties" on following terms & conditions:

**1. THE FIRSTPARTY**

The Lingaya's Vidyapeeth (deemed to be university) Established in 1998, Lingaya's Group is one of the fastest-growing educational groups in India. Guided by the principles of (Late) Shri Lingaya Gadde and (Late) Prof. G.V.K. Sinha, the Lingaya's Group has founded various institutions imparting knowledge in a plethora of fields.

Lingaya's Vidyapeeth envisions to facilitate research, training and learning to produce leaders of the future. All institutions under the Lingaya's Group understand their pivotal role in promoting professional learning and educational culture amongst its students from various corners of this diverse nation.

**AND**

**2. THE SECONDPARTY:**

Institute for Industrial Development (IID), a business incubator under Public Private Partnership with Ministry of Micro, Small and Medium Enterprises (MSME) & Samadhan Samiti, having its office at Gandhi Darshan, KVIC Pavilion, Rajghat New Delhi, set up as a virtual business incubator to educate, update and train professionals and entrepreneurs and guide them with the latest technology, schemes, manufacturing processes, machinery details, project cost etc. It primarily discharges its responsibilities, through online and offline training, of entrepreneurship development on behalf of Ministry of MSME. Online portal and Mobile Apps are used by IID to deliver training content through tools like weekly live Industrial workshops, Expert Episodes, Industrial Documentaries, Project Reports, registration and Government Scheme guidance. It is also managing MSME helpline through its call-centre. It has its own YouTube channel named "Entrepreneur India TV". It has its own production houses at Rajghat, New Delhi & Sector 6 Noida which comprise of fully equipped Audio Video Studio with Chroma Facility, Editing Room and Live Streaming equipment in Real Time. It has in-house production team which comprises of cinematographers, editors, anchors and content writers. IID is also a "START-UP Incubator" promoted by Government of Uttar Pradesh. IID shall, here-in-after be called the 'Second Party' which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assignees.



### 3. Purpose of MOU:

Self-employment and entrepreneurship development is a key concern for both the parties; both are working for it according to their respective strength and domain expertise. It is obvious that *LINGAYA'S VIDYAPEETH* is focused more on their key area of education while IID is focused on entrepreneurship development, skill development and providing industrial knowledge for creation of industry-ready educated youth.

Therefore, this MOU is designed to synergise on the common area of expertise with focus on entrepreneurship development and skill development of educated youth, who enroll(ed) in different streams of education with the First Party at different times.

Youth of nation need to be motivated through online workshops, EDP training and Industrial Readiness Program (IRP) through online portal and mobile apps, in accordance of the need of hour. STUDENTS need to be enrolled according to their domain specific business models or industries. IID is imparting Training, providing guidance and updating of knowledge of aspiring STUDENTS regarding setting up of industries, start-ups and small businesses through its unique incubation process.

IID will organize for enrolment of the STUDENTS from various streams of *LINGAYA'S VIDYAPEETH* on IID portal "[iid.org.in](http://iid.org.in)" & "**Entrepreneur India TV**" Apps for Online Entrepreneurship Development training and nurturing with various industrial processes. The student may download the aforesaid mobile apps to update themselves about the working of the various industries, which may give them better understanding of their job roles as well as help in self-employment. IID shall also provide this platform to First Party's Alumni STUDENTS of various streams, who want to start their business. These entrepreneurs can, in turn, generate employment through this process whereby fresh graduates may be employed in these industries.

Both Parties now agree to undertake the following activities:

### 4. First Party Role:

The role of First Party pertains to the work assigned to its departments, faculty & allied institutions of the First party. In specific terms, the First Party shall:

- 4.1 provide their platform to IID for implementation of EDP, skill development programme, Industry Readiness Program (IRP) and allied nurturing programmes for its various streams of education on compulsory project on





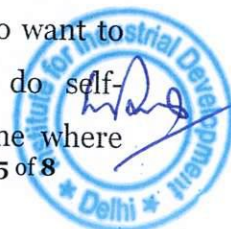
- quarterly basis. These candidates shall be allotted projects according to their stream(s) of education;
- 4.2. advise the concerned technical agencies under their jurisdiction & involved in student system management, for integration of data with IID's online portal, website and Mobile Apps, through mechanism such as an interconnecting landing page etc., with the aim of conducting workshops and seminars according to their stream. This will enable STUDENTS to upgrade their knowledge and information about industries. Candidates can submit their project report online after attending or watching various industrial documentaries and workshops. An assessment of candidate's performance shall also be made online followed by downloading of certificate, also online. For STUDENTS who wish to be self-employed or wish to start business or industry or Start-up(s), it will be made mandatory to join online EDP courses for long term nurturing and guidance. Such STUDENTS are eligible to apply for loan under PMEGP scheme after completion of education and this certification by IID;
  - 4.3. organise to ensure that the experts and faculty of LINGAYA'S VIDYAPEETH shall upload lectures, workshops at IID's Mobile Apps. This content shall carry LINGAYA'S VIDYAPEETH logo and may be utilized by IID to show on their web site or YouTube channel to promote the content as well as Institution initiatives;
  - 4.4. appoint a nodal officer or team of co-ordinators from various streams to implement EDP/IRP in an effective manner and generate valuable content for the candidates. Lingaya's Vidyapeeth shall provide suggestions regarding programme scheduling in due consultation with designated IID team;
  - 4.5. collaborate and co-ordinate with IID to establish pool of technologies, expertise, technology providers, technology seekers and other resource persons throughout the country in undertaking any related activities;
  - 4.6. provide opportunity to each student for entrepreneurial evaluation, selection, development, management and most importantly, the nurturing in industrial domain. Both Parties will mentor, assist and guide STUDENTS and faculty in promoting and developing entrepreneurship and self-employment through continuous, professional and planned manner in every semester of each class as Project on quarterly basis.

## 5. Second Party Role:

Second Party shall perform following roles/activities through their own & associate network by providing virtual & physical nurturing of STUDENTS through the use of technology and various online tools:



- 5.1 educate, train and guide STUDENTS on various business models of entrepreneurs development and industrial nurturing of the STUDENTS through online portal and mobile apps according to the respective domain of education;
- 5.2 enroll STUDENTS in entrepreneurship development programme (EDP) or Industrial Readiness Programme (IRP), irrespective of stream of education. The project shall be provided to STUDENTS on quarterly basis in each year under these programmes;
- 5.3 make available EDP/IRP training content in video lecture format in Hindi/English, recorded by renowned experts of industries and professionals. Along with these lectures, PPT shall also be provided in English for better & further understanding of the subject;
- 5.4 organise such that the EDP portal and Mobile Apps contain various industrial documentaries, expert episodes & project reports for various business models related to education stream & job roles of STUDENTS. These shall help STUDENTS to develop better understanding of the subject and help them to start their business or get a job;
- 5.5 arrange for telecast of online workshops and seminars on Mobile Apps for the STUDENTS on weekly basis, for various industries and business models for knowledge upgradation of all the enrolled STUDENTS;
- 5.6 empanel experts from different domains of expertise, with the help of first party. These experts shall deliver their lectures and conduct live/ physical workshops from the studio(s) of second party located at Rajghat New Delhi etc. or at LINGAYA'S VIDYAPEETH campus or other relevant places equipped with live streaming facilities of live telecast. Both the parties may utilize these contents for their enrolled candidates;
- 5.7 provide their portal and Mobile apps for this EDP/IRP implementation purpose and long term nurturing of the STUDENTS. The local assistance shall be provided by the first party, regarding training aspect of Apps' operation and assessment(s) whereas IID shall follow the rules of Data Security in context of data integration;
- 5.8 advise such MSME units as have been established and nurtured under the PMEGP scheme till date by IID & which are running successfully on pan- India basis, to give opportunities to the STUDENTS in applying in these industries;
- 5.9 extend help to all STUDENTS, after completion of their studies, who want to start own business, industry, service sector unit or want to do self-employment work, in applying loans under PMEGP scheme online where









- project up to 10 Lacs' cost under service sector & project up to 25 Lacs cost under manufacturing sector are eligible for loan;
- 5.10 guide candidates through a call centre for different type of knowledge of EDP/IRP training, projects, business registration & job opportunities;
  - 5.11 provide knowledge of major Government schemes through their portal in video and PPT formats through their portal and Mobile Apps;
  - 5.12 organise to develop current EDP content of 60 hours in video/PPT format (Hindi & English), in the form of industrial documentaries, experts episodes, project reports and further allied content on business models and industries according to requirements, on regular basis.
  - 5.13 give support in context of Virtual Internship and virtual summer training programs for STUDENTS where topics will be decided on mutual understanding with First Party;
  - 5.14 guide STUDENTS for the placement in terms of self employment and support for start of their business under different government schemes.
6. The MoU has no cost implications and the financial cost structure related to different aspects shall be decided by both parties mutually, as per future engagement. The financial cost shall include the cost of onetime services like industrial documentaries, episodes, EDP course, content and project report and other component of recurring operational costs to run portal, hosting, call centre etc. This will be made integral part of the MoU or exchanged through written communication of letter or email.
  7. This MOU is valid for a duration of Five (5) years from the date of signing of this agreement and can be extended or replaced by other agreement on similar or amended terms and conditions as agreed by the both the parties, mutually.
  8. In the event of breach of the MOU, the LINGAYA'S VIDYAPEETH and IID shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this MOU thereof the same shall be referred to an Arbitrator appointed on mutual consent of both the parties. The city of arbitration shall be New Delhi, India. Parties may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.
  9. LINGAYA'S VIDYAPEETH and IID are free to terminate the MoU at three (3) months' notice, in writing upon mutual discussion. However this shall not affect the training of the STUDENTS already enrolled.
  10. Both parties agree that each other's logo shall be used in all promotions, documentaries, episodes, documents belonging to other party and related to training



only, but not for any other commercial purpose.

11. An amendment or changes in the scope of work or term of engagement under this MoU can be carried out from time to time with mutual consent and in writing.

12. It is agreed that the parties will mutually discuss and consult each other for any addition/alteration of provisions arising out of this agreement in order to identify and decide upon the manner in which the activities are to be done. Parties will be guided about their role and related activities from time to time by way of exchanging letter and emails.

For and on behalf of The <i>Lingaya's Vidyapeeth</i>	For and on behalf of Institute for Industrial Development (IID) under the aegis of Samadhan Samiti
Prof.(Dr.) Jaskiran Kaur Signature  Designation: Pro. Vice- Chancellor, Lingaya's Vidyapeeth	Mr/Mrs. <i>KAMAL BROLA</i> Signature Designation  <i>DIRECTOR</i>  Director
Witness I: 	Witness II: <i>Nmita</i>
Name <i>MR. VIKRANT AGGARWAL</i>	Name <i>Neeraj Mittal</i>
Address	Address <i>Rajghat Conplex, IED, New Delhi.</i>

Witnesses-1.

2.





Schedule of Activities to expedite implementation of MoU			
S.No	Activity	Mandatory	Optional
1	Web Integration	✓	
2	Scheduling of courses with faculty (Communication with Respective Dept.)	✓	
3	Student's data Integration [Auto or Manual]	✓	
4	Reach of App to all students WhatsApp groups/Standee/notice board/circular	✓	
5	Trifold & brochure availability at venue (Front office, Admin, all dept. and faculty)	✓	
6	Official WhatsApp connection with coordinator	✓	
7	Workshops & Webinar schedule for next 3 months for students engagement	✓	
8	Student's enrolment in IID's any courses per quarter basis.	✓	
9	Dedicated Student's counselling place under premises with VC facility		Optional
10	<b>Our coordination with</b> - Dean/Placement Head/ Entrepreneur cell	✓	
11	Create group of students for EDP cell		Optional
12	Opening of Incubation/facilitation/EDP centre		Optional
13	Audio & Video setup for recording purpose		Optional
14	Monthly Meeting & Certificate distribution day	✓	



# MEMORANDUM OF UNDERSTANDING

BETWEEN

**LINGAYA'S VIDYAPEETH**  
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)  
NAAC Accredited  
Approved by UGC/AICTE/PCI/BCI/COA/NCTE,  
Ministry of Education, Government of India

&

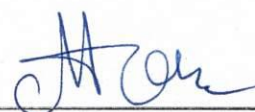
**KENSLEY COLLEGE, MONTREAL CANADA**

2<sup>nd</sup> April 2022



---

Lingaya's Vidyapeeth



---

Kensley College







## हरियाणा HARYANA MEMORANDUM OF UNDERSTANDING

W 561491

THIS Memorandum of Understanding is made on this 2<sup>nd</sup> Day of April 2022 at Faridabad, Haryana, India.

Between

Lingaya's Vidyapeeth (Deemed-to-be-University u/s 3 of the UGC Act, 1956) having its campus located at Nachauli, Faridabad 121002, Haryana, India through its Registrar (hereinafter referred to as "Lingaya's Vidyapeeth" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).

And

Kensley College, 209-279 Rue Sherbrooke O, Montreal, H2X1Y2, Canada through its Director, (hereinafter referred to as "Kensley College" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).

### 1. OBJECTIVES OF THE MOU

- To promote and enhance academic cooperation and interaction between Kensley College and Lingaya's Vidyapeeth in mutually beneficial areas.
- To provide a formal basis for initiating interaction between Kensley College and Lingaya's Vidyapeeth.
- To have dual-study program.





## 2. PROPOSED MODES OF COLLABORATION

Kensley College and Vidyapeeth propose to collaborate through the following:

- a. Cooperation and collaboration to start new Programmes and Courses of Study jointly wherein there would be exchange of credits; reciprocal recognition of credits pursued in the either of the institutions, i.e., Lingaya's Vidyapeeth and Kensley College;
- b. Cooperation and collaboration to launch and run Joint Programmes of study to be launched with separate terms and conditions and agreements to be entered into under this broad agreement;
- c. To undertake a collaborative programme of study with third party in India, Canada or elsewhere with mutual understanding and agreement to be signed separately within the framework of this MoU.
- d. Cooperation and promotion of research and development and publication in areas of mutual interest.
- e. Formulation of joint research proposal and participation in joint research Programmes.
- f. Visits by faculty, students and researchers to each other's organization, for initiating and implementing joint projects on mutually agreed terms.
- g. Organisation of Seminars/Workshops jointly in areas of mutual interest.
- h. Holding special summer Schools, joint courses of Certificate, Diploma and Advanced Diploma in areas of mutual interest and expertise.
- i. To establish joint facilities of research at Lingaya's Vidyapeeth.
- j. To enter into collaboration with third party jointly for research and development activity.
- k. Any other interaction related to research and development cooperation in areas of mutual interest.
- l. Dual study program will be awarded jointly by Lingaya's Vidyapeeth and Kensley College as per rules & regulations of Lingaya's Vidyapeeth with mutual consent of both parties.
- m. Fee of Lingaya's Vidyapeeth will be transferred by Kensley to the account of student after the students join Kensley College for the respective courses for which Lingaya's Vidyapeeth will be issuing degree with complete credit mapping.

## 3. UNDERSTANDINGS FOR COLLABORATION

The themes of joint activities, conditions of utilizing the results achieved, arrangements for specific visits and other forms of cooperation shall be developed mutually for each specific case with appropriate written Understandings where necessary. The signing of this Understanding does not entail any financial obligation for either party at this stage.

Whilst the purpose of this MOU is to outline an academic and management framework between the two parties, designed to promote cooperation in both institutions, the





parties intend to be legally bound to each other in respect of their obligations under this agreement.

#### 4. JOINT MANAGER AND WORKING PARTIES

Each party shall appoint one person to act as the Joint Managers of this Understanding. Dr. Uttam Kumar, Director shall act as Joint Manager on behalf of Kensley College and Prof.(Dr.) Jaskiran Kaur, Pro Vice Chancellor (Academics) shall act as the Joint Manager for the Lingaya's Vidyapeeth.

The Joint Managers may nominate appropriate personnel to manage the details of the particular activities or programmes taken up under this Understanding.

#### 5. PUBLICITY AND ADVERTISING

The parties agree that each may publish or advertise the existence and nature of the activity under this Understanding, provided that the other party has not indicated in writing that a specific matter should remain confidential.

#### 6. TERM AND TERMINATION

This Memorandum of Understanding shall be valid for five (5) years from the date of execution of this Memorandum of Understanding or execution of Joint Venture Agreement, whichever is earlier. Validity of this Memorandum of Understanding may be extended by mutual consent of the parties in writing.

The Joint managers may by mutual Understanding at any time and subject to written ratification by the appropriate authorities of each party, modify the activities and the arrangements undertaken under this Understanding.

Either party may, on one month's notice in writing, terminate this Understanding in advance of its normal expiration or request the renegotiation of its condition. Under normal circumstances, staff or students who have commenced courses under this Understanding should be allowed to complete the courses under the conditions applying when notice was given.

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of Kensley College:

Signed: 

Date:

Dr. Uttam Kumar  
Director

On behalf of Lingaya's Vidyapeeth

Signed: 

Date:

P. K. Salwan  
Registrar



**MÉMORANDUM OF UNDERSTANDING  
(MoU)**

**BETWEEN**

**Lingaya's Vidyapeeth**

**&**

**Sarvaga Technologies LLP**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED  
TRAININGS, PLACEMENT, INDUSTRIAL VISITS &  
EXPERT LECTURES**

For, LINGAYA'S VIDYAPEETH

Registrar





## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 28<sup>TH</sup> DAY OF September Two Thousand and twenty one (18-09-2021), by and between

**LINGAYA'S VIDYAPEETH , Nachouli Road Faridabad, THE FIRST PARTY** represented herein by its **Registrar** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

**SARVAGA TECHNOLOGIES LLP**, Unit 226-227, 2nd Floor, Tower B3 Spaze i-Tech Park. Sector 49, Sohna Road. Gurgaon - 122 018, **THE SECOND PARTY**, and represented herein by its Zonal / Divisional Head, Mr. Rehan, Assistant Manager, HR (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **Lingayas Vidyapeeth, Nachouli, Old Faridabad, 121002**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Development, Outcome Based Training, Placements, Industrial Visits & Expert Lectures.
- D) **SARVAGA TECHNOLOGIES LLP**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Software & IT enabled services and providing solutions.

CLAUSE 1  
CO-OPERATION

Registrar



First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

**Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

**Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

**Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **technology, marketing, finance, education, law and other related aspects.**

**Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

**Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

For LINGAYAN, YAPEETH

Registered  




**Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 80% of the students. The Second Party will itself absorb at least 15-20 percentage of the trained students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the **Lingaya's Vidyapeeth**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **SARVAGA TECHNOLOGIES LLP**, the Second Party, as the case may be, will take effective steps for implementation of this MOU.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of

LINGAYA'S VIDYAPEETH  
FINE

First Party

Second Party

**AGREED:**

For **Lingaya's Vidyapeeth**

For **Sarvaga Technologies LLP**

For LINGAYA'S VIDYAPEETH

For Sarvaga Technologies LLP

Registrar

Asst. Manager- HR

Authorized Signatory

Authorized Signatory

Lingaya's Vidyapeeth	Sarvaga Technologies LLP
Nachouli Road Faridabad	Unit 226-227, 2nd Floor, Tower B3 Spaze i-Tech Park. Sector 49, Sohna Road. Gurgaon - 122 018
+91- 995304268	+91 981 818 4730
registrar@lingayasvidyapeeth.edu.in	<a href="mailto:rehan@benchmarkemail.com">rehan@benchmarkemail.com</a>
www.lingayasvidyapeeth.edu.in	<a href="http://www.benchmarkemail.com">www.benchmarkemail.com</a>



**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**LINGAYA'S VIDYAPEETH**

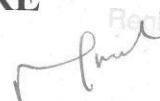
**&**

**SPA GEO TECHNOLOGIES PVT LTD**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, INDUSTRIAL VISIT, EXPERT LECTURE**

For LINGAYA'S VIDYAPEETH  
Registrar



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 28<sup>th</sup> DAY OF September Two Thousand and Twenty One (28-09-2021), by and between

**NAME AND ADDRESS OF INSTITUTION, THE FIRST PARTY** represented herein by its **Name of Competent Authority / Representative** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

**AND**

**SPA GEO TECHNOLOGIES PVT LIMIETD**, and represented herein by its Zonal / Divisional Head, **Mr. Alok Shrivastava**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### **WHEREAS:**

- A) First Party is a Higher Educational Institution named:
- (i) **Lingayas Vidyapeeth, Nachauli, Old Faridabad, 121002**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training and Development, Outcome Based Training, Placements, Industrial Visit and Expert Lecture.
- D) **Spa Geo Technologies Pvt. Ltd.** – , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Product Development, Application Development and Software Development.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

Registrar





**CLAUSE 1  
CO-OPERATION**

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2  
SCOPE OF THE MoU**

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

**Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

**Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Registered



**Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **technology, marketing, finance, education, law and other related aspects.**

**Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

**Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

**Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

**Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 80% of the students. The Second Party will itself absorb at least 15-20 percentage of the trained students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the **NAME OF INSTITUTION**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Spa Geo Technologies**, the Second Party, as the case may be, will take effective steps for implementation of this MOU.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

*[Handwritten signature]*

SHRI S. VIDYAPEETH  
Registrar



**CLAUSE 5**  
**RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

**AGREED:**

For **Name of Institution LIMITED**

Registrar

Authorized Signatory

For **SPA GEO TECHNOLOGIES PVT**

LINGAYA's VIDYAPEETH	SPA GEO TECHNOLOGIES PVT LTD
Nachauli, Old Faridabad, Haryana - 121002	G-126, Sector 63, NOIDA
9953011268	Contact Details; 9910711900
registrar@lingayasvidyapeeth.edu.in	E-mails: <a href="mailto:alok@spageo.co.in">alok@spageo.co.in</a>
Web: <a href="http://www.lingayasvidyapeeth.edu.in">www.lingayasvidyapeeth.edu.in</a>	Web: <a href="http://www.spageo.co.in">www.spageo.co.in</a>



## MEMORANDUM OF UNDERSTANDING BETWEEN

### **AIESEC in Delhi University and Lingaya's Vidyapeeth, Faridabad**

This Agreement is being made between **Lingaya's Vidyapeeth, Faridabad** (that's "You" or "Your") located at Nachauli, Jasana Road, Old Faridabad, Faridabad, Haryana 121002 and **AIESEC in Delhi University** (that's "We" or "Our") You and We may also be referred to as "Party" or together as the "Parties". This Agreement will become effective on 7 January, 2022.

**AIESEC** ([aiesec.org](http://aiesec.org)) is a global platform for young people to develop their leadership potential through international internships and volunteer opportunities. Founded in 1948, AIESEC is a non-governmental and not-for-profit organization entirely run by youth for youth.

**AIESEC in Delhi University** is one of the founding and pioneering local chapters of **AIESEC in India** ([aiesec.in](http://aiesec.in)) founded in 1984. It has been one of the highest performing local chapters of the world. In the past ten years, **AIESEC in Delhi University** has impacted more than 4500 lives and given them truly life-changing experiences through their services and dedication. On the other hand, they have also ensured that the companies partnering with them get the best out of their talent pool.

### **AND**

**Lingaya's Vidyapeeth** is a private deemed-to-be university u/s 3 of the UGC Act, 1956 located in Faridabad, Haryana, India. It was established in 1998 as Lingaya's Institute of Management and Technology. It is ranked in **top and best private universities** in Delhi NCR and India offering undergraduate and post graduate courses in various disciplines such as engineering, management, architecture, pharmacy and law etc. In the second part, '**Lingaya's Vidyapeeth**' would be referred to as "**Lingaya's**" (which expression shall, unless objectionable or contrary to the context, be deemed to include its administrators, executors, and successors).

AIESEC and Lingaya's are referred to collectively as "parties" or individual as "Party."





**NOW, THEREFORE, THE PARTIES HERETO AGREE AS UNDER:**

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

This MoU details the structure and processes to be undertaken as a result of a collaboration between AIESEC in Delhi University and Lingaya's Vidyapeeth.

AIESEC in Delhi University makes Lingaya's Vidyapeeth its Official (AIESEC India's Legislated) University Partner to introduce its AIESEC Products, Recruitment Program and other leadership development initiatives.

AIESEC Products include:

Global Volunteer

Global Talent

Heading for the Future

Any other Product that may be introduced for the benefit of the University.

### **2. OBJECTIVES**

To provide leadership opportunities and global exposure through AIESEC's programs.

To provide experience and learning and cross-cultural experience to the students of Lingaya's through activities conducted by AIESEC.

### **3. RESPONSIBILITIES OF AIESEC IN DELHI UNIVERSITY UNDER MoU**

To consensually recruit Lingaya's students into the general body of AIESEC in Delhi University as per the recruitment process of the local chapter. All AIESEC activities will be carried out by the independent body of AIESEC members recruited from and working in Lingaya's.

Provide each student of Lingaya's , with at least an option of three opportunities while opting for an exchange program.

Partner or/and participate in all activities arranged by Lingaya's , related to AIESEC's vision and values.

Arrange workshops and training sessions for the students of Lingaya's .



Conduct a survey in the university to identify the student's needs and wants and provide projects and events accordingly.

Conduct information seminars for the students.

To profile Lingaya's Vidyapeeth as an official university partner.

To provide visa assistance and facilitate the entire exchange process.

To intervene and resolve any issue with regard to the job description for and in the best interest of EP (Exchange Participant).

3.10. To include the students of the University in any leadership initiatives undertaken by AIESEC in Delhi University or AIESEC in India.

To provide the University with the opportunity of partnering for National Events/Initiatives by AIESEC in India as and when they are available.

#### **4. RESPONSIBILITIES OF Lingaya's UNDER MoU**

To permit AIESEC in Delhi University to perform within Lingaya's, the activities mentioned under Clause 3(2) of the MoU.

To permit AIESEC in Delhi University to send information regarding international volunteering opportunities to the students of Lingaya's through proper communication channels.

To recognize AIESEC Global Volunteer as a valid voluntary experience.

4.4. To recognise AIESEC's Global Talent Program and Heading For The Future Program as valid internship experience.

To profile AIESEC in Delhi University as an official partner of the university only in the activities which will be related to the organization's vision and values.

To assist the Exchange Participants (EPs) in creating appropriate academic research initiatives that they may take up during the course of their international exchange/internship program.

#### **5. MISCELLANEOUS**

AIESEC in Delhi University shall provide equal opportunities to the students of Lingaya's with regard to all the activities of the Local Committee.

Lingaya's and AIESEC in Delhi University may collaborate for any other purpose that is mutually beneficial and agreed upon.





To allow externals to perform AIESEC related activities within the campus, which will be done with prior discussion and mutual consent.

Any action or deed by the EP against the law of the host country will solely be the responsibility of the EP and neither AIESEC nor Lingaya's will be accountable for the same.

## 6. SPECIAL TERMS:

Adding on what has already been mentioned above, the following pointers entail the deliverables from AIESEC in Delhi University towards Lingaya's .

- Mention on all of our creatives meant for our external stakeholders in Delhi-NCR (includes organisational booklets and printables)
- Provision of opening opportunities to allow foreign interns to work with Lingaya's on projects based on Academia.
- Two (2) dedicated AIESEC Information Seminars (on campus/virtual) for the students of Lingaya's (one per semester). Exclusive opportunities to the students of Lingaya's .
- Sponsorship Opportunity at one of our flagship events of the year.

## 7. DURATION OF MoU

The duration of the MoU shall be for **Two years** from the date of signing the MoU.

In case if any party wants to end the MoU, then any one of them can serve a month's notice to each partner.

## 8. DISPUTE RESOLUTION

The MoU will be governed by the National Compendium of AIESEC in India and the law of the land.

In case of any disputes between the MoU and National Compendium, the National Compendium will preside.

8.3. In case of any dispute between the parties, the dispute will be resolved through amicable consultation and will not be referred to any Local or International Tribunals or other third party for settlement.

## SCHEDULES:

### 1. RECRUITMENTS:



- I. **OPENING RECRUITMENT** - Inviting participation for the recruitment drive. This is the pre-recruitment stage, where AIESEC recruitment is promoted, and interested students are requested to register for the same.

The next two steps test the skills of the applicants.

- II. **GROUP DISCUSSION** - Applicants are divided into groups, and each group is given a unique topic on which the group is required to discuss and express their opinion. This step essentially tests the communication and presentation skills of the applicants.
- III. **PERSONAL INTERVIEW** - Shortlisted candidates from Step 2 are raised to the next level of initiation. Personal Interviews of the candidates are taken by AIESECers in order to understand their personalities and ascertain whether they are eligible to work in the organization or not. Candidates are then selected based on their performance in the aforesaid steps.
- IV. **INDUCTION** - Selected candidates are then formally inducted into AIESEC. This step involves the induction of selected candidates about various aspects of AIESEC. They are then assigned to different teams in which they would be working.

## 2. OUTGOING GLOBAL EXCHANGE PROCESS

### I. Application

- Students who are interested in the program will register with AIESEC.
- They submit a No Objection Letter from their parents and also have to sign a contract form with it.
- After this they have to create their account on [www.aiesec.org](http://www.aiesec.org) and then they apply for projects that they are interested in.
- Student becomes an EP (Exchange Participant) who will be going for an exchange.

### II. Approval

- EP applies for an internship. The foreign Local Chapter (LC) (LC that raised the TN (Trainee Nominee)) then takes the interview of the EP. In case the LC is interested in an EP form, they would send that EP an Acceptance Note (AN) showing their willingness to have him/her as an EP. The EP has to then send his/her Acceptance Note (AN) [in case EP likes that project].
- The EP, after completing the procedure, has to pay INR 18,000/ INR 21,500 (depending on the exchange category) to AIESEC in Delhi University in the form of a Demand Draft or NEFT Transfer as the Administration fee.



**III. Realization**

- Once the process is executed, the EP gets the Invitation Letter from the hosting entity and support from AIESECers for the visa procedure.
- The EP is said to be realised when they reach the Hosting entity.

**IV. Complete**

After going through the Leadership Development Model designed for Exchange Participants during their week program, which focuses on three major points:

- 16 set standards which are to be delivered to an EP from home & host entity
- Inner & Outer journey.
- AIESEC's 4 leadership qualities.





The EP has then experienced a complete leadership AIESEC experience.

**Since both of our organizations focus on upliftment and development of youth and inculcating leadership qualities in them with the same vision, we believe that this partnership will be beneficial for the parties in the long term and will prove to be a step in the right direction.**

IN WITNESS WHEREOF, the Parties hereto have carefully gone through the contents of the Memorandum of Understanding (MoU) and have signed and put their seals on the MoU above and agreed to abide by the terms and conditions as laid down therein in totality have signed this MoU as of the day and year first above written.

DATED: 07.01.2022

SIGNATURE:

 		 <p>16/03/2022</p>
<p>Diksha Suri President AIESEC in Delhi University</p>	<p>Vaishnavi KP Head of Marketing AIESEC in Delhi University</p>	<p>Prof. (Dr.) Arvind Kumar Agrawal Vice Chancellor Lingayas Vidyapeeth</p>

MEMORANDUM OF UNDERSTANDING

BETWEEN

LINGAYA'S VIDYAPEETH  
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)  
NAAC Accredited  
Approved by UGC/AICTE/PCI/BCI/COA/NCTE,  
Ministry of Education, Government of India

&

ANALYTIC & COMPUTATIONAL RESEARCH, INC.

TO  
ENHANCE SCIENTIFIC AND ACADEMIC COOPERATION

28<sup>th</sup> March 2022

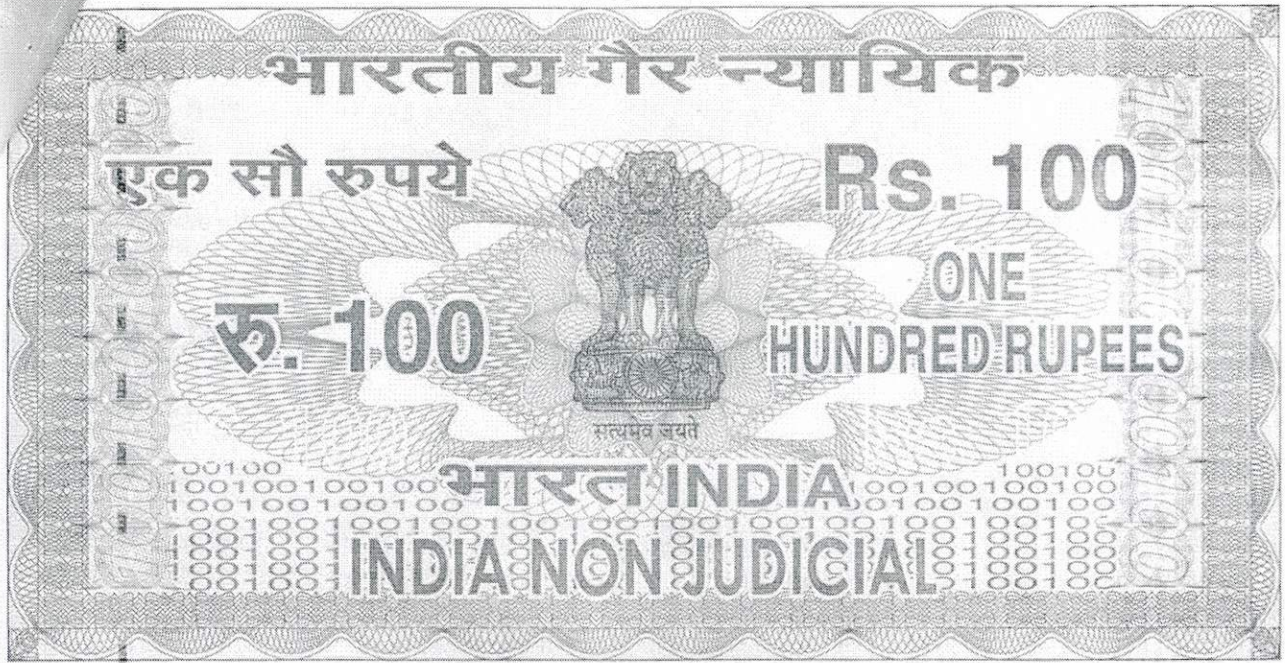
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Vidyapeeth-ACRI

*Abhai*







हरियाणा HARYANA

W 628322

## MEMORANDUM OF AGREEMENT

THIS Memorandum of Understanding is made on this 28<sup>th</sup> Day of March 2022 at Faridabad, Haryana, India Between

Lingaya's Vidyapeeth (Deemed-to-be-University u/s 3 of the UGC Act, 1956) having its campus located at Nachauli, Faridabad 121002, Haryana, India through its Registrar (hereinafter referred to as "Vidyapeeth" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).

And

Analytic & Computational Research, Inc. (ACRI) specializing in CFD and Modeling of Environmental and Engineering Systems etc. situated at 1931 Stradella Road, Los Angeles, California 90077 through its President & CEO (hereinafter referred to as "ACRI" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).





### 1. OBJECTIVES OF THE MOU

- a. To promote and enhance scientific and academic cooperation and interaction between ACRI and Vidyapeeth in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between ACRI and Vidyapeeth.

### 2. PROPOSED MODES OF COLLABORATION

ACRI and Vidyapeeth propose to collaborate through the following:

- a. Cooperation and promotion of research and development and publication in areas of mutual interest.
- b. Formulation of joint research proposal and participation in joint research Programmes.
- c. Visits by faculty, students and researchers to each other's organization, for initiating and implementing joint projects on mutually agreed terms.
- d. Organisation of Seminars/Workshops jointly in areas of mutual interest.
- e. Holding special summer Schools, joint courses of Certificate, Diploma and Advanced Diploma in areas of mutual interest and expertise.
- f. To establish joint facilities of research at Vidyapeeth.
- g. To enter into collaboration with third party jointly for research and development activity.
- h. Any other interaction related to research and development cooperation in areas of mutual interest.

### 3. UNDERSTANDINGS FOR COLLABORATION

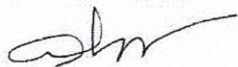
The themes of joint activities, conditions of utilizing the results achieved, arrangements for specific visits and other forms of cooperation shall be developed mutually for each specific case with appropriate written Understandings where necessary. The signing of this Understanding where necessary. The signing of this Understanding does not entail any financial obligation for either party.

Whilst the purpose of this MOU is to outline an academic and management framework between the two parties, designed to promote cooperation in both institutions, the parties do not intend to be legally bound to each other, and this Understanding does not impose legal obligations on either party.

### 4. JOINT MANAGER AND WORKING PARTIES

Each party shall appoint one person to act as the Joint Managers of this Understanding. Dr. Akshai Kumar Runchal shall act as Joint Manager on behalf of ACRI and Pro Vice Chancellor (Research and Development) shall act as the Joint Manager for the Lingaya's Vidyapeeth.

The Joint Managers may nominate appropriate personnel to manage the details of the particular activities or programmes taken up under this Understanding.





## 5. PUBLICITY AND ADVERTISING

The parties agree that each may publish or advertise the existence and nature of the activity under this Understanding, provided that the other party has not indicated in writing that a specific matter should remain confidential.

All marketing or publicity material produced by Vidyapeeth, which refers to ACRI shall be submitted to ACRI for approval before public distribution. Similarly all marketing or publicity material produced by ACRI, which refers to Vidyapeeth, shall be submitted to Vidyapeeth for approval before public distribution.

## 6. TERM AND TERMINATION

This Memorandum of Understanding shall be valid for two (2) years from the date of execution of this Memorandum of Understanding or execution of Joint Venture Agreement, whichever is earlier. Validity of this Memorandum of Understanding may be extended by mutual consent of the parties in writing.

The Joint managers may by mutual Understanding at any time and subject to written ratification by the appropriate authorities of each party, modify the activities and the arrangements undertaken under this Understanding.

Either party may, on one month's notice in writing, terminate this Understanding in advance of its normal expiration or request the renegotiation of its condition. Under normal circumstances, staff or students who have commended an activity under this Understanding should be allowed to complete the activity, under the conditions applying when notice was given.

This MOU is executed in duplicate with each copy being an official version and having equal legal validity.

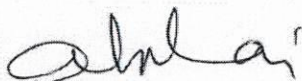
By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of ACRI:

Signed:

Date: 29 March 2022

Dr. Akshai Kumar Runchal  
President and CEO

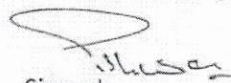


On behalf of Lingaya's Vidyapeeth

Signed:

Date: 29/03/2022  
P. K. Salwan

Registrar





## 5. PUBLICITY AND ADVERTISING

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This MOU is executed in duplicate with each copy being an official version and having equal legal validity.

By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of ACRI Infotech Pvt Ltd. :

Signed:

Date:

29 March 2022

Dr. Akshai Kumar Runchal  
President and CEO

On behalf of Lingaya's Vidyapeeth

Signed:

Date:

29/03/2022

P. K. Salwan  
Registrar







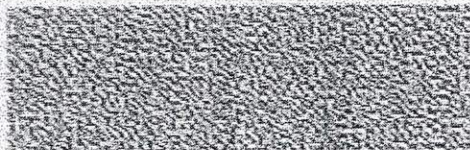
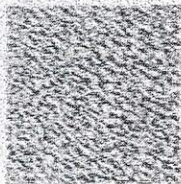
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

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Description	: MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BLUEBEAR TECHNOLOGY PRIVATE LIMITED
Second Party	: LINGAYAS LALITA DEVI INSTITUTE MANAGEMENT SCIENCES
Stamp Duty Paid By	: BLUEBEAR TECHNOLOGY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Printed at the end of this line

*P. Rang*  
 DIRECTOR  
 LINGAYA'S LALITA DEVI INSTITUTE  
 OF MANAGEMENT & SCIENCES  
 MANDI ROAD, MANDI

Disclaimer

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2. The user of this e-stamp is responsible for the accuracy of the information provided.
3. In case of any dispute, the user should refer to the original document.



## SERVICE AGREEMENT

This Service Agreement ("Agreement") is made at Bangalore on 18/02/2022 (Date)

### BY AND BETWEEN:

Bluebear Technology Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at 105, Aditya Arcade, First Floor, Preet Vihar, Delhi-110092 ("Propelld"), which expression shall, unless it be repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and assigns) of the **FIRST PARTY**;

### AND

..... an educational institute established under (< Societies Registration Act, 1860/ The Indian Trust Act, 1882/ Section 8 of Companies Act, 2013/ Section 25 of Companies Act, 1956 >), having its office at ..... ("Institute"), which expression shall, unless it be repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, legal representative and permitted assigns) of the **SECOND PARTY**;

"Propelld" and "Institute" shall hereinafter be individually also referred to as "Party" and collectively referred to as "Parties".

### RECITALS

#### WHEREAS:

- a) Propelld is an online platform that enables students, who are in need of financial assistance to seek unsecured loans from Lender(s) (defined herein below), for any course they want to seek admission, in the institute of their choice, with which Propelld has an engagement.
- b) Institute is an education institute that offers various courses and it reckons that a large section of students are not able to take admission in the Institute due to paucity of funds and therefore on one hand while the student does not get the necessary education, on the other hand the Institute also does not get deserving students and optimal utilization of its faculty and its infrastructure in the absence of adequate and competent students fulfilling the full requirement of quantitative and qualitative courses offered by the Institute, due to which Institute runs the risk of seats running vacant.
- c) Institute has therefore for purpose of mitigating the risk of seats remaining vacant and be a facilitator for arranging unsecured loans for its prospective students, who are unable to pay for the Course Fee (defined herein below) of the Institute, is partnering with Propelld to provide it's Services (defined herein below).



- d) Propelld has based on the representations made by the Institute under this Agreement, has agreed to enter into this Agreement for an engagement with Institute and to provide its Services, on the terms and conditions set out hereunder.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words shall have the meaning ascribed hereto in this Agreement:

- a) “**Course(s)**” shall mean the course(s) offered by the Institute, details of which including all deliverables, schedule of classes, promise of faculty or other material details are set out in **Annexure I** of this Agreement.
- b) “**Course Fee**” shall mean to include tuition fee to be paid by the Student for a Course selected by the student and offered by the Institute, in accordance with the fee schedule set out in **Annexure I** of this Agreement.
- c) “**EMI(s)**” means equated monthly installments payable by the student(s) for repayment of loan, under the Loan Agreement executed between Lender and Student(s).
- d) “**Force Majeure**” refers to events which are beyond the reasonable control of Parties such as, acts of God which includes natural calamities, fire, floods and droughts; wars, riots, insurrection, acts of the public enemy, terrorism.
- e) “**Institute Account**” shall mean an account designated by Institute, in which Propelld or Lenders shall deposit the Course Fee for the Course selected by Student through the use of nodal accounts and details of which are set out in **Annexure II** of this Agreement.
- f) “**Institute Website**” means the website of the Institute available on such URL as specified under Annexure III, where the Institute shall at all times make available the terms and conditions applicable to the Courses being offered to the students for which the students are taking a Loan through the Platform.
- g) “**Lender(s)**” refers to any individual or legal entity registered on Platform and who have agreed to provide Loan to the students through Platform, for such students to seek admission in the institute of their choice.
- h) “**Loan**” shall mean financial assistance provided by lender(s) to the student(s), through Platform, subject to terms and conditions of the Loan Agreement.

- i) "Loan Agreement" shall refer to the agreement provided on the Platform, executed between the Lender(s) and the student(s) for grant of loan to the student(s) by the Lender.
- j) "Loan Option(s)" mean Fixed EMI Option
- k) "Platform" means an online platform provided by Propelld, which enables the students to seek loan from lender(s) to seek admission in the institute of their choice and shall refer to "www.propelld.com".
- l) "Student(s)" refers to any individual that has or wants to register himself/herself for a Course in the Institute and is in need of financial assistance for payment of his Course Fee to seek admission in the Institute.

## 2. OBLIGATIONS OF THE INSTITUTE

- 2.1 In order to enable Propelld to perform its Services as set out herein, the Institute agrees and undertake to:
- a) Provide to Propelld the list of Students eligible for admission for the various Courses offered by the Institute and wish to take loan through Propelld.
  - b) All taxes (if any) including but not limited GST, as may be applicable shall be borne by the Institute.
  - c) During the onboarding of the Students the Institute, its counsellors and/or its sales agents ("Institute Representatives") shall clearly communicate to the student that the product being provide by Propelld is a Loan that any one-time password/document/information being collected from the Institute from the student for the purpose of onboarding a student through Propelld is for the purpose of applying for a Loan. The Institute shall clearly send out template communication email to the Institute Representatives on a regular basis mentioning the loan process to be followed while onboarding the students availing the Loans.
  - d) Institute Representatives shall never ask the students who have taken a Loan to not make payments of their due EMI to Propelld or the Lenders.
  - e) Any communication to the students for the refund of the Course Fee or foreclosure of the Loan shall at all times be only made by Propelld. The Institute Representatives shall under no circumstances make any alternate communication to the students.



- f) The Institute shall further be liable to fulfill its obligations with respect to the Loan as specified under Annexure III of this Agreement.
- g) The Institute shall provide Propelld with specific point of contacts to the Institute Representatives with whom with whom Propelld shall work together to resolve an issue related to
  - i. refund request by the student;
  - ii. foreclosure of the Loan availed by a student;
- h) Institute Representatives shall never sign the Loan agreement, authorize the auto-debit mandate, do the video verification or act on behalf of a Student or show a pre-recorded video or attempt to defraud the on boarding process in any manner. Such an action would constitute an act of fraud, all such acts shall constitute a violation of the Agreement. (penalty)

### 3. SERVICES TO INSTITUTE BY PROPELLD

- 3.1 Propelld shall endeavor to arrange loans for the eligible Students as specified under Clause 2.1 (a) in a timely manner to ensure that the Course Fee in respect of such eligible Students is deposited with the Institute before the last date of payment of Course Fee to the Institute (“**Services**”). Provided that the Down payment/ Advance payment made by the student shall be collected by the institute and the difference amount shall be deposited into institute account.
- 3.2 Propelld shall facilitate the provisioning of the Loan to the eligible Students, subject to the standard background checks, credit verification, identity verifications, know you customer checks, address verifications or such other verifications as may be requested by the Lenders.
- 3.3 After conducting all necessary checks Propelld shall inform to the Institute if a referred Student is eligible to receive a Loan.
- 3.4 If a Student agrees to avail the Course offered by the Institute and obtain the Loan via Platform, the Student shall be required to complete procedure for availing the Loan as specified by the Lender.

### 4. SUBVENTION SCHEME

- 4.1 The Parties agree that the terms and conditions of any subvention with respect to the Loans being provided to the Students of the Institute will be specified by the Parties from time to time. In the event of no subvention, then the Lender shall be entitled to pass on the entire fees and costs relating to the Loans to the Students.
- 4.2 The Institute acknowledges that subvention shall be undertaken by the Institute by means of authorizing net disbursement of the loan amounts to the Institute by the Lender after setting off the subvention amount.
- 4.3 The Parties acknowledge that the subvention amount shall form part of the interest and other charges payable by the Students under the Loans agreements executed by the students.

## 5. Refund Process

- 5.1 The Parties agree that in the event that the Course for which a Loan has been obtained by the student is getting cancelled by institute (“Foreclosure”) or falls under refund policy of the institute, the following refund shall be provided to the Lender in case of Subvention as per Clause 4.2 (“Refund”)

Refund = Total Principal outstanding in the books of Propelld + Foreclosure Charges-  
Unutilized Subvention

Utilization of Subvention is calculated as per below rule

\*If Refund is applicable in the first Month of Disbursement- 1.5% Subvention will be utilized and rest will be refunded back to institute

\*If Refund is applicable in the Second Month of Disbursement- 3% Subvention will be utilized and rest will be refunded back to institute

\*If Refund is applicable in the Third Month of Disbursement- 4.5% Subvention will be utilized and rest will be refunded back to institute

\*Later on, there is no subvention reversal.

DIRECTOR  
NGAYA'S COLLEGE OF MANAGEMENT & SCIENCES  
MANDI ROAD, MANDI  
DELHI-110027



5.2 Student and parent should be guarantor to make EMI or Outstanding principal after default of 12 Months.

## 6. REPRESENTATION AND WARRANTIES

6.1 The Institute hereby represents and warrants as follows:

6.1.1 It has the right and capacity to enter into and perform the obligations set out in this Agreement.

6.1.2 It is not party to any agreement which would prevent, limit or hinder the performance of any of their obligations under this Agreement.

6.1.3 It shall not directly or indirectly do or cause to do anything that may result in injuring the reputation of other Party.

6.1.4 It shall comply with all applicable laws, rules and regulations including applicable privacy and data protection laws.

6.1.5 It has not provided any information which is incorrect or would have materially impaired the decision of Propelld to enter into this Agreement with the Institute

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Institute acknowledges and confirm that all the Intellectual Property Rights including but not limited to the technical information, source code, data, discovery, invention (whether patentable or not), know-how, techniques, processes, systems, software, designs, expertise and the goodwill attached thereto to the Platform including but not limited to any content on such Platform ("**Propelld Intellectual Property Rights**") shall vest with Propelld and Institute undertakes that it shall not, during or after the Term of this Agreement, challenge the title or the Propelld' s Intellectual Property Rights on Platform or any content thereof and shall do or cause to do anything that may dilute the right or title of Propelld' s Intellectual Property Rights on Platform or any content thereof.

## 8. CONFIDENTIALITY

8.1 The Parties will keep confidential the execution of this Agreement and its existence. Additionally, the Parties will keep confidential and not use, reveal, provide or transfer to any person any information they obtain or have obtained concerning the other Party, except: (i) to the extent that disclosure to a third party is required by applicable law or regulation; (ii) information which, at the time of disclosure, is generally available to the public, as evidenced by generally available documents or publications (iii) such information was received on a non-confidential basis from a third party prior to recipient

receipt of such information from the other Party. Each of the Parties undertakes to provide prior written notification to the other Party of any proposed disclosure of any information pursuant to any legal requirement and to take such measures as may be reasonably required by the other Parties in relation to such disclosure. As used with respect to any part in this Section the term "Information" shall include but not be limited to information, data, knowledge concerning either party which is delivered or disclosed by them in writing, orally (and thereafter promptly confirmed in writing) or in any other form, oral or in writing, including electronic formats and shall include but not be limited to any and all student details, bank account details, Institute Account details, institute details, business methods, financial details, evaluation material, business practices, business concepts, developmental processes and procedures, client lists, information, data, reports, research, know-how, samples, prototypes, processes, technology, analyses, notes, interpretations, forecasts, records, documents, agreements, methods, procedures, inventions, or ideas which are proprietary to the disclosing party. The receiving party shall disclose the Information only to those employees, contractors and representative of the receiving party, who have to need to know such Information for the purpose of this Agreement, and such employees, contractors and representatives must have entered into written agreements with the receiving party to protect such Information.

- 8.2 The receiving party further agrees to use reasonable efforts to prevent access by unauthorized persons to the other parties Information, and to use such efforts to reflect at least the same general degree of security that receiving party accords to its own Information.
- 8.3 Upon written demand of the disclosing party or upon termination of this Agreement, the receiving party shall either return to the disclosing party or destroy (and certify such destruction to the disclosing party in writing) all Information of the disclosing party.
- 8.4 The confidentiality obligations contained in this Clause shall survive termination of this Agreement.

## 9. INDEMNIFICATION

- 9.1 Each party shall indemnify and hold the other party, its affiliates, as well as their representatives, officers and directors ("**Indemnified Parties**") harmless from and against any and all losses, claims, damages, demands, actions, suits, penalties, liabilities and expenses (including legal and attorney fees) suffered or incurred by Indemnified Parties arising out of or in connection with:
- a) Breach of any representation, warranty, covenant or obligations of Institute
  - b) Any fraudulent or illegal use of the Platform.
  - c) Infringement of Propelld Intellectual Property Right by Institute
- 9.2 The Indemnification rights of each party under this Agreement are independent of, and in addition to, such other rights and remedies as the Propelld or the institutemay have under this Agreement or at law or in equity or otherwise, including right to seek specific



performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

- 9.3 Without prejudice to the foregoing, Institute hereby admits and accepts that since Propelld, is only a platform, which has brought the Lender and the Student together, Propelld shall not be responsible or liable for the conduct of the Student in any manner. Further, Institute admits and accepts that Propelld has not made any representation about the Student.

## 10. TERMINATION

- 10.1 This Agreement shall be valid and binding on the Parties for such a period starting from the Execution Date as specified under Annexure III ("Term"), unless terminated in accordance with this Agreement. Parties shall have a right to amend the terms of this Agreement by a written amendment or addendum as mutually agreed between the Parties.
- 10.2 Without prejudice to anything provided in Clause 11.1 above, this Agreement may be terminated only upon providing a written notice of 30 (thirty) days to the other Party, if such Party defaults in performance of any of its material obligations under this Agreement or materially breaches any provisions of this Agreement, by specifying the nature of default or breach, unless such defaulting Party rectifies such breach within a cure period of 5 (five) days, from the date of the written notice. For Sake of clarity, material breach by Institute shall mean to include breach of Clause 3, Clause 4, Clause 5, Clause 6 and Clause 7.1 of this Agreement.
- 10.3 It is hereby clarified that the termination of the Agreement as specified under this Agreement shall not relieve the Institute of its liability to fulfill its obligation towards maintenance of the Security Pool with respect to the Loan Sanctioned Amount prior to the date on which the Agreement is terminated.

## 11. POST TERMINATION OBLIGATIONS:

Upon termination of the Agreement, the Parties agree as follows:

- 11.1 Institute shall remove any source code or links of Propelld on Institute Website and Institute Website shall no more be redirected to Platform.
- 11.2 Institute shall take no action by which it appears to the public or the students that Propelld is offering Loan to the students, who want to seek admission in the Institute.

## 12. MISCELLANEOUS CLAUSES

- 12.1 Relation between the Parties: The Parties hereto agree they are entering into this Agreement on a principal-to-principal basis. Nothing in this Agreement is to be construed to make party a partner, an agent or legal representative of the other for any purpose. The

Parties agree that performance of duties and obligations set out for each Party herein is proper and adequate consideration to the other Party to perform its duties and obligations.

- 12.2 **Severability:** In the event that any provision of this Agreement, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, such defect shall not vitiate the other provisions of the Agreement and the remainder of the Agreement shall continue to be legal, valid, effectual and binding on both the Parties hereto.
- 12.3 **Force Majeure:** Neither Parties shall be liable for any loss or damage caused to the others due to events which are beyond the reasonable control of Parties such as, acts of God which includes natural calamities, fire, floods and droughts; wars, riots, insurrection, acts of the public enemy, terrorism (*'Force Majeure Event'*), provided that the Party experiencing the delay promptly notifies the other of the delay for its failure to perform any or all of its obligations under this Agreement. However, in the event a Force Majeure Event persists for 60 (sixty) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.
- 12.4 **Amendment:** Any modification, amendment, deletion, review or revision of any terms and conditions of this Agreement must be in writing signed by a duly authorized representative of the Parties herein.
- 12.5 **Assignment:** This Agreement and the performance of the obligations hereunder are personal to the Parties herein. The Parties shall not assign their rights or obligations under this Agreement without the prior consent of the other Party.
- 12.6 **Waiver:** The waiver by either Party of a breach of the provisions of this Agreement by the other Party shall not be constructed as a waiver of any previous or subsequent breach of the same or different provisions of this Agreement. No waiver by any Party of any term or provision hereof shall be made unless the same is expressed in writing and signed by all the Parties.
- 12.7 **Governing Law:** This Agreement shall be governed by the laws of India. The Parties agree to settle all their disputes and differences through arbitration as per process set out below and agree to seek the intervention of court at Delhi only for the purposes set out in the Arbitration and Conciliation Act, 1996.

In the event of any disputes arising between the Parties with respect to any term of this Agreement, the Parties herein undertake to settle the same by mutual negotiation. In the event that no such settlement is arrived after mutual negotiations within 30 (thirty) days of the arising of the said dispute, the same shall be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (the "Act"). The arbitration shall be conducted at Delhi in English language by a panel of 3 (three) arbitrators, one (1) each to be chosen by Propelld and Institute respectively, and the third arbitrator to be chosen mutually by the 2 (two) nominees of Propelld and Institute. The award rendered





ANNEXURE I  
COURSES & COURSE FEE

All the courses mentioned in the institute website are valid for loan application subject to Propelld's approval to fund the program.

Annexure II

Institute Account Details

As per the cancelled Cheque provided by Institute while onboarding the institute in Propelld's Platform.

Annexure III

1. Institute Website -
2. Term- Commercial

3. First Loss Default Guarantee Percentage - NA
4. Bad Debt Days -NA
5. FLDG Adjustment Interval -NA
6. Drop out protection - YES (Upto 1<sup>st</sup> year, if student drop from the course, then college has to close the loan)



To, Registrar Sir,  
received  
for approval 07/04/2022

## MEMORANDUM OF UNDERSTANDING

BETWEEN

LINGAYA'S VIDYAPEETH  
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)  
NAAC Accredited  
Approved by UGC/AICTE/PCI/BCI/COA/NCTE,  
Ministry of Education, Government of India

&

CFD VIRTUAL REALITY INSTITUTE

TO  
ENHANCE SCIENTIFIC AND ACADEMIC COOPERATION

28<sup>th</sup> March 2022

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Vidyapeeth-CFD







हरियाणा HARYANA

W 561489

## MEMORANDUM OF AGREEMENT

THIS Memorandum of Understanding is made on this 28<sup>th</sup> Day of March 2022 at Faridabad, Haryana, India Between

Lingaya's Vidyapeeth (Deemed-to-be-University u/s 3 of the UGC Act, 1956) having its campus located at Nachauli, Faridabad 121002, Haryana, India through its Registrar (hereinafter referred to as "Vidyapeeth" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).

And

CFD Virtual Reality Institute, Mount View Complex, Dharamshala, Himachal Pradesh, 176219, specializing in CFD and Modeling of Environmental and Engineering Systems etc. through its *Shweta* DIRECTOR & PROF. (hereinafter referred to as "CFD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).





26/03/202

100/-

LINGAYA'S VIDYAPEETH

AGREEMENT

CFD V. *V. V. V.*  
AGRI LOSS ANGLHS

8 7478

MUKESH KUMAR  
STAMP VERDOR  
Sector-12, Faridabad  
Licence No. 91/F/97





### 1. OBJECTIVES OF THE MOU

- a. To promote and enhance scientific and academic cooperation and interaction between CFD and Vidyapeeth in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between ACRI and Vidyapeeth.

### 2. PROPOSED MODES OF COLLABORATION

CFD and Vidyapeeth propose to collaborate through the following:

- a. Cooperation and promotion of research and development and publication in areas of mutual interest.
- b. Formulation of joint research proposal and participation in joint research Programmes.
- c. Visits by faculty, students and researchers to each other's organization, for initiating and implementing joint projects on mutually agreed terms.
- d. Organisation of Seminars/Workshops jointly in areas of mutual interest.
- e. Holding special summer Schools, joint courses of Certificate, Diploma and Advanced Diploma in areas of mutual interest and expertise.
- f. To establish joint facilities of research at Vidyapeeth.
- g. To enter into collaboration with third party jointly for research and development activity.
- h. Any other interaction related to research and development cooperation in areas of mutual interest.

### 3. UNDERSTANDINGS FOR COLLABORATION

The themes of joint activities, conditions of utilizing the results achieved, arrangements for specific visits and other forms of cooperation shall be developed mutually for each specific case with appropriate written Understandings where necessary. The signing of this Understanding where necessary. The signing of this Understanding does not entail any financial obligation for either party.

Whilst the purpose of this MOU is to outline an academic and management framework between the two parties, designed to promote cooperation in both institutions, the parties do not intend to be legally bound to each other, and this Understanding does not impose legal obligations on either party.

### 4. JOINT MANAGER AND WORKING PARTIES

Each party shall appoint one person to act as the Joint Managers of this Understanding. Dr. Madhukar M. Rao shall act as the Joint Manager for CFD and Pro Vice Chancellor (Research and Development) shall act as the Joint Manager for the Lingaya's Vidyapeeth.

The Joint Managers may nominate appropriate personnel to manage the details of the particular activities or programmes taken up under this Understanding.





**5. PUBLICITY AND ADVERTISING**

The parties agree that each may publish or advertise the existence and nature of the activity under this Understanding, provided that the other party has not indicated in writing that a specific matter should remain confidential.

All marketing or publicity material produced by Vidyapeeth, which refers to CFD shall be submitted to CFD for approval before public, distribution. Similarly all marketing or publicity material produced by CFD, which refers to Vidyapeeth, shall be submitted to Vidyapeeth for approval before public distribution.

**6. TERM AND TERMINATION**

This Memorandum of Understanding shall be valid for two (2) years from the date of execution of this Memorandum of Understanding or execution of Joint Venture Agreement, whichever is earlier. Validity of this Memorandum of Understanding may be extended by mutual consent of the parties in writing.

The Joint managers may by mutual Understanding at any time and subject to written ratification by the appropriate authorities of each party, modify the activities and the arrangements undertaken under this Understanding.

Either party may, on one month's notice in writing, terminate this Understanding in advance of its normal expiration or request the renegotiation of its condition. Under normal circumstances, staff or students who have commended an activity under this Understanding should be allowed to complete the activity, under the conditions applying when notice was given.

This MOU is executed in duplicate with each copy being an official version and having equal legal validity.

By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of CFD Virtual Reality Institute :

Signed:  
Date:

Dr. Madhukar M. Rao  
Director & Professor

On behalf of Lingaya's Vidyapeeth

Signed:  
Date:

P. K. Salwan  
Registrar





# MEMORANDUM OF UNDERSTANDING

BETWEEN

**LINGAYA'S VIDYAPEETH**  
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)  
NAAC Accredited  
Approved by UGC/AICTE/PCI/BCI/COA/NCTE,  
Ministry of Education, Government of India

&

**CITY OF GLASGOW COLLEGE, UK**

6<sup>th</sup> April 2022



Lingaya's Vidyapeeth



City of Glasgow College





## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made on this 6<sup>th</sup> Day of April 2022 at Faridabad, Haryana, India.

Between

Lingaya's Vidyapeeth (Deemed-to-be-University u/s 3 of the UGC Act, 1956) having its campus located at Nachauli, Faridabad 121002, Haryana, India through its Registrar (hereinafter referred to as "Lingaya's Vidyapeeth" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).

And

Glasgow College, City of Glasgow College, Glasgow Riverside Campus, 21 Thistle St. Glasgow, G5 9XB, UK, through its Head of Curriculum, (hereinafter referred to as "Glasgow College" which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and permitted assigns).

### 1. OBJECTIVES OF THE MOU

- a. To promote and enhance academic cooperation and interaction between Glasgow College and Lingaya's Vidyapeeth in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between Glasgow College and Lingaya's Vidyapeeth.
- c. To have dual-study program.

### 2. PROPOSED MODES OF COLLABORATION

City of Glasgow College and Lingaya's Vidyapeeth propose to collaborate through the following:



*Shama Kaur*

- a. Cooperation and collaboration to start new Programmes and Courses of Study jointly wherein there would be exchange of credits; reciprocal recognition of credits pursued in the either of the institutions, i.e., Lingaya's Vidyapeeth and City of Glasgow College;
- b. Cooperation and collaboration to launch and run Joint Programmes of study to be launched with separate terms and conditions and agreements to be entered into under this broad agreement;
- c. To undertake a collaborative programme of study with third party in India, UK or elsewhere with mutual understanding and agreement to be signed separately within the framework of this MoU.
- d. Cooperation and promotion of research and development and publication in areas of mutual interest.
- e. Formulation of joint research proposal and participation in joint research Programmes.
- f. Visits by faculty, students and researchers to each other's organization, for initiating and implementing joint projects on mutually agreed terms.
- g. Organisation of Seminars/Workshops jointly in areas of mutual interest.
- h. Holding special summer Schools, joint courses of Certificate, Diploma and Advanced Diploma in areas of mutual interest and expertise.
- i. To establish joint facilities of research at Lingaya's Vidyapeeth.
- j. To enter into collaboration with third party jointly for research and development activity.
- k. Any other interaction related to research and development cooperation in areas of mutual interest.
- l. Dual study program will be awarded jointly by Lingaya's Vidyapeeth and City of Glasgow College as per rules & regulations of Lingaya's Vidyapeeth with mutual consent of both parties.
- m. This Memorandum of Understanding also permits the either party to use logo, name and other relevant details in their respective prospectus, website and other marketing instrument highlighting this collaboration.

### 3. UNDERSTANDINGS FOR COLLABORATION

The themes of joint activities, conditions of utilizing the results achieved, arrangements for specific visits and other forms of cooperation shall be developed mutually for each specific case with appropriate written Understandings where necessary. The signing of this Understanding does not entail any financial obligation for either party at this stage.

Whilst the purpose of this MOU is to outline an academic and management framework between the two parties, designed to promote cooperation in both institutions, the parties intend to be legally bound to each other in respect of their obligations under this agreement.



*Shree Khan*



#### 4. JOINT MANAGER

One person to act as the Joint Managers of this Understanding. Mr. Dhruva Kumar, Head of Curriculum, Marine Engineering, Faculty of Nautical & STEM, shall act as Joint Manager on behalf of Glasgow College and Prof.(Dr.) Jaskiran Kaur, Pro Vice Chancellor (Academics) shall act as the Joint Manager for the Lingaya's Vidyapeeth.

The Joint Managers may nominate appropriate personnel to manage the details of the particular activities or programmes taken up under this Understanding.

#### 5. PUBLICITY AND ADVERTISING

The parties agree that each may publish or advertise the existence and nature of the activity under this Understanding and also permits the either party to use logo, name and other relevant details in their respective prospectus, website and other marketing instrument, provided that the other party has not indicated in writing that a specific matter should remain confidential.

#### 6. TERM AND TERMINATION

This Memorandum of Understanding shall be valid for five (5) years from the date of execution of this Memorandum of Understanding or execution of Joint Venture Agreement, whichever is earlier. Validity of this Memorandum of Understanding may be extended by mutual consent of the parties in writing.

The Joint managers may by mutual Understanding at any time and subject to written ratification by the appropriate authorities of each party, modify the activities and the arrangements undertaken under this Understanding.

Either party may, on one month's notice in writing, terminate this Understanding in advance of its normal expiration or request the renegotiation of its condition. Under normal circumstances, staff or students who have commended courses under this Understanding should be allowed to complete the courses under the conditions applying when notice is given.

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of Glasgow College:

Signed: *Dhruva Kumar*

Date: 06/04/2022

Shri Dhruva Kumar

Head of Curriculum

Marie Engineering, Faculty of Nautical & STEM

City of Glasgow College, Glasgow

On behalf of Lingaya's Vidyapeeth

Signed: *P. K. Salwan*

Date: 06/04/2022

P. K. Salwan

Registrar

Lingaya's Vidyapeeth, Faridabad









context or meaning thereof include its successors and permitted assigns of the Second Party).

**WHEREAS:**

1. The First Party is engaged in Education, Training, Capacity development, Business Process Outsourcing, IT-ITES & Citizen Services, Web Development, Recruitment and Renewable Energy sector for private and public sector.

The First Party has applied for the DDU-GKY (Deen Dayal Upadhyaya Grameen Kaushalya Yojana) vide proposal code ....., PRN No. .... on ..... for category ..... (hereinafter referred to as "the said Project"). The First Party has allotted with the said Project after complying with the prerequisites required for the said Project.

2. The Second Party is engaged in, inter alia, the business of providing education, training facilities to the students and is a training partner of National Skill Development Corporation (NSDC) on Smart Portal and various other Government Schemes/ Projects.
3. The First Party has made assurances to the Second Party that the First Party has complied with all the formalities and successfully allotted the said Project. The First Party has approached to the Second Party for implementing/operating the said Project in the region of .....
4. On the basis of various representations and assurances made by the Second Party, the Second Party has agreed for implementing/operating the said Project in the region of ..... subject to the terms and conditions agreed as herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**1. Formation**

The parties have indicated an interest in forming and establishing a joint project management team for the exclusive purpose of implementing/operating the said Project.

**2. No Partnership**

This Agreement shall not be construed to create a partnership or any other fiduciary obligations between the parties.


For BHARTENDRA DAKSH  
Worldwide Solutions P.L. Ltd  
Director/G.M.

### 3. Responsibilities and Obligations of the Parties

#### 3.1 Responsibilities and Obligations of the First Party

- i. The First Party shall bound to provide all required documentations, fees and services charges stagewise to the second party within timelines.
- ii. The First Party shall be responsible for procuring all the approvals, licenses, ad permissions required for implementing/operating the said Project.
- iii. The First Party shall be responsible for conducting successful inspections, filing data with the concerned departments and authorities.
- iv. The First Party shall be responsible for applying and getting the payments from the concerned departments ad authorities.
- v. The First Party shall prepare and update all the records to be filed with the portal of the concerned departments ad authorities.
- vi. The First Party shall provide all required infrastructure as training center, domain labs, hostel & mess premises as SOP of DDU-GKY.
- vii. The First Party shall execute various orders & MoU's to procure Mobilization, Branding, Equipment Supply, Printing Materials, Participant's Handbook, Dress, Tablets, Manpower Supply, OJT Arrangements, Food Supply, Placement Activities, Rent of Premises, Training of Trainers & e SOP Training of staff etc. as per direction of Second Party.
- viii. The First Party shall pay all liabilities to respective stakeholders as per directions of Second Party within timelines.
- ix. The First Party shall manage PFMS & other portal record keeping for getting next installments from government within timeline.
- x. The First Party shall share the login Id and Password of the portal with the Second Party and keep the Second Party update and inform regarding the change (if any occur) in the same.

#### 3.2 Responsibilities and Obligations of the Second Party


For BHARTENDRA DAKSH  
Worldwide Solutions Pvt. Ltd.  
Director/G.M.



- i. The Second Party shall process to get Sanction of Project from SSDM of \_\_\_\_\_ state.
- The Second Party shall send a check list of documents for preparation of proposal submission for initial screening stage to First Party.
  - The Second Party shall demand to pay project screening preparation expenses Rs. 50,000 excluding Rs. 25000 as screening fees payment to SSDM.
  - The Second Party shall send a checklist of documents for preparation of Quality Appraisal Stage submissions to First Party.
  - The Second Party shall demand Rs. 150000 in account of Quality appraisal stage services excluding Rs. 150000 as quality Appraisal fees Payment to SSDM.
  - The Second Party shall send a checklist of documents for preparation of PAC stage of project presentation.
  - The Second Party shall demand Rs.300000 for PAC presentation consultation services from First Party.
  - The Second Party shall charge @ 3% [ after adjustment of Rs. 500000 earlier payments of service charges] of sanctioned project value amount as service charges at the time of MoU with SSDM and Submission of Bank Guarantee to SSDM.
  - Main Features of Execution of Project:**

- Preparation of Proposal in all respect.
- Preparation of all financial charts as per need of projects which will be sent to sign of C.A. of PIA.
- Preparation of all affidavits and declarations required in project which will be sent to sign of PIA.
- List of preferred sector and combination of long term and short-term training modules for selection of PIA.
- List of Team members of project with qualifications and work experience for selection of PIA.
- Clearance of screening stage.
- Clearance of Q.A. stage.
- Presentations for PAC
- Clearance of PAC
- Signing of MOU with SSDM
- Clearance of DDR at Training centre
- Release of 1ST Instalment.

For BHARTENDRA DAKSH  
Worldwide Solutions Pvt. Ltd.  
26/5/2017  
Director/Co.M.



This work involves helping to prepare the complete proposal, Submission, follow-up with State official (for TPA Team) and ensuring the required changes from time to time as per their request.

- ii. The Second Party shall manage & monitor all type operations in the training centers; hostels/accommodation required for implementing/operating the said Project.
  - iii. The Second Party shall suggest to appoint the staff (Non- Teaching & Teaching), Food Supplier, to execute various orders & MoU's to procure Mobilization, Branding, Equipment Supply, Printing Materials, Participant's Handbook, Dress, Tablets, Manpower Supply, OJT Arrangements, Food Supply, Placement Activities, Rent of Premises, Training of Trainers & e SOP Training of staff etc. etc required for implementing/operating the said Project.
  - iv. The Second Party shall conduct mobilization, training, assessment and placement of the students as per project implementation scheduled timelines either by itself or by any third party.
  - v. The Second Party shall responsible to provide required documentations for the audit of the accounts.
  - vi. The Second Party shall responsible to close successful on required parameters in lieu of batch creations to placement tracking for the said Project.
4. It has been agreed between the parties that a Separate Account will be open by the parties and all the funds received in any respect with relation to the said Project shall be kept in the same and payments to respective stakeholders shall be released back to back basis.

5. Termination

It has been acknowledged by the First Party that Second Party has made lots of investment for implementing/operating the said Project on the basis of the assurances and representations made by the First Party, hence this Agreement cannot be terminated by the First Party unless material breach is committed at the end of the Second Party. In case of material breach, First Party shall serve a prior written notice of 30 days for curing the breach, if case Second Party fails to cure the breach then First Party may terminate this agreement within a notice of 30


For BHARTENDRA DAKSH  
Worldwide Solutions Pvt. Ltd  
26/11/2024  
Director/05.11



days' notice to the Second Party. The Second Party may terminate this Agreement by Servicing an advance notice of 30 days to First Party during the term of this Agreement.

**6. Income Sharing**

The Parties hereby agrees to share the income received under this Agreement in the below mentioned portion:

First Party	90% [ The Second Party shall bound to control all expenses in 60% of Project value in the campus operations]
Second Party	10%

**7. Amendment**

This Agreement shall be amended only by a written instrument duly signed by the authorized representative of both the Parties,

**8. Partial Invalidity**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

**9. Governing Laws and Jurisdiction**

This Agreement shall be governed, construed, interpreted and performed in accordance with Indian laws and any disputes herein shall be referred exclusively to the jurisdiction of the courts at Faridabad, Haryana, India.

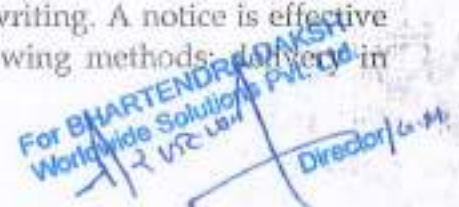
**10. No Exclusivity**

This Agreement does not obligate either party to conduct business exclusively with the other party.

**11. Notices**

All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods:

  
A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "LINGENS SOCIETY" around the perimeter and "HEV 2015" in the center.

  
A handwritten signature in blue ink is written over a blue rectangular stamp. The stamp contains the text "For BHARTENDRA DAKSH Worldwide Solutions Pvt. Ltd. in 2 VIZ Lab Director/6-11".

person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.



Lingaya's Society  
D-139, Freedom Fighters Enclave  
Neb Sarai,  
New Delhi

[Name of Entity/PMU]  
[Name of Contact Person and Title, if Entity]  
[Street Address]  
[City, State, Zip Code]  
[Telephone Number]  
[Facsimile Number]

## 12. Miscellaneous

This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. No consent shall be required if the assignment or transfer is pursuant to a sale of all or substantially all of a party's assets or business, but written consent must be given within \_\_\_\_\_ days of such assignment or transfer. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

  
DR. PICHESWAR GADDE  


For BHARTENDRA DAKSH  
Worldwide Solutions Pvt. Ltd.  
  
Director/Gen. Mgr.



PRESIDENT, LINGAYA'S SOCIETY  
(FIRST PARTY)



By: [Signature]  
Name: RICHESWAR GUADDE  
Title: PRESIDENT

[Name of For BHARTENDRA DAKSH  
Worldwide Solutions Pvt. Ltd.

By: [Signature]  
Name: NEERAT Tyagi Director  
Title: GENERAL MANAGER



उत्तर प्रदेश UTTAR PRADESH

EV 313852

This Contract is made on this 18<sup>th</sup> December of 2020

BY AND BETWEEN

Lingaya's Society registered with the Registrar of Delhi under the Societies Registration Act having its registered office at D-139, Freedom Fighter Enclave, Neb Sarai, New Delhi-110068 through its President for the project and managing the financial concerns on behalf of the Society to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter collectively called the FIRST PARTY.

AND

Mr. Neeraj Tyagi, General Manager, Daksh Global Incorporation, a Proprietorship firm registered under shop and establishment Act having its registered office at 25, Ganga Puram, Hapur Road, Ghaziabad 201001 which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY. The Second Party is involved in providing Educational Consultancy and implementing in Skill Development for students. Whereas the First party & Second party desire to enter into a mutual contractual understanding to work together on Different Projects managed by First Party.



**NOW THIS CONTRACT WITNESSETH AS UNDER: -**

**1. Scope of Work**

A) **Appointment of PMU** - The First Party hereby appointing Second party as Project Management Unit (PMU) for the training, monitoring, assistance and advisory etc. of the Business/projects awarded to first Party under PMKVY 3.0. The first party has appointed second party as its Skill Knowledge Partner for the projects under PMKVY 3.0.

**B) Responsibilities of First Party**

1. Will Acquire Business/projects in Districts have allotted under RFP for PMKVY 3.0.
2. Will sign MoU with Training Center Head of Location as per recommendations of Second party
3. Sharing of All Govt policies and Guidelines about the business.
4. Will pay salary of one dedicated person for completing Deemed Ready CAAF of locations and continuous monitoring of MIS Portal, communications, and documentations for auditing and monitoring by NSDC till the end of project closure to Second Party on monthly basis.
5. Will pay Course alignment fees@6000/ per job role per training center and Rs. 14000/ as auditing and monitoring fees per center to NSDC.
6. Will pay all required fees and provide all required documentations as per demand of rfp PMKVY 3.0
7. Will pay Rs. 25000/- as Consultation fees for filling and apply RFP PMKVY 3.0 to Second Party at the time of application.
8. Will provide @70% of training cost per pass out students to manage training expenses in all respect like branding, mobilizations, rent, utilities bills, DSC inspections, attendance, training, pre assessment expenses, salary of staff on pay roll of first party and other miscellaneous expenses etc. On submission of support documents and bills by center head back-to-back basis which will be recommended and instructed by Second Party to First Party in written only.
9. Complete hand holding in operations and placements for 6 months or 1 year or till the time second party have a complete confidence on execution.
10. Timely payments@ 10% of amount received till end closure of project PMKVY 3.0 in TP Account of First Party from NSDC BACK-TO-BACK BASIS to the Second Party as PMU fees INCLUSIVE ALL TAXES.

**C) Responsibilities of Second party**

1. Will Execute Business in Districts have allotted under rfp PMKVY 3.0 as attached Business Plan -Annexure A
2. Will select training center head at allotted location and referred to first party.
3. Will execute rent and other required agreements on concerned location and send to sign for first party.
4. Will bear the cost of rent on concerned locations till the completion of project.
5. Will help to fill CAAF as per norms of star category 4 and 5.
6. Will select other staff on the center and send to first party for appointments.
7. Will monitor branding and mobilization activities at the center.
8. Will monitor attendance, training, OJT activities at the center.
9. Will monitor assessment and placement activities at the center.
10. Will coordinate supply of participants handbook and induction kits to training center from first party.





11. Will monitor all documentations for accounting, auditing, placement and assessment purposes from training center to first party.
12. Will be responsible for Execution of project as per the age of the partnership upto satisfaction of First Party as per rfp PMKVY 3.0 rules and guidelines.

**2. Confidentiality:** All information shared by the Any Party relating to its business/clients/vendors/know-how shall be confidential and any Party shall not disclose the confidential information to any third party without Mutual Consent.

**3. Force Majeure:** Neither First Party nor Second Party shall be liable for non-performance of any or all their obligations under this Agreement due to reasons of "Force Majeure" and / or reasons beyond their reasonable control which shall include fire, floods, act of God, acts of public enemy, wars, insurrections, riots, sabotage, any law statute, or ordinance, order, action, Policy change, or regulations of the government or any compliance therewith similar to the above.

#### 4. Terms and Termination

1. That this agreement shall be effective for a period of 36 months from the date of signing of this agreement & this can further be renewed after the said period upon mutual consent of both the parties.
2. This Agreement may be brought to a closure by either Party with mutual consent, by giving 180 days advance written notice to the other for any reason whatsoever.
3. In case of termination of this contract from any side, Mutual Settlement will be done depending upon the time invested and project status. The second party shall not solicit the clients of the First Party, after termination of this Contract. That the Second Party shall complete the existing project in case the contract is terminated by either party.


#### 5.) Dispute Resolution:

a) That any disputes arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the Courts in the Faridabad, Haryana shall have exclusive jurisdiction over the subject matter and any dispute arising out of this Contract.

#### 7) Amendment


a) This Contract or any provision hereof can be amended, supplemented, novated or modified in any manner whatsoever only by mutual consent in writing. The agreed addendum shall form part of this contract.

IN WITNESSES WHEREOF, the parties have signed this agreement on the date, month and year above written in the presence of witness at Faridabad.

  
President  
(Dr. Picheswar Gadda)  
Lingaya's Society  
(FIRST PARTY)

  
General Manager  
(Mr. Neeraj Tyagi)  
Daksh Global Incorporation  
(SECOND PARTY)

Witnesses:

1.   
Prof. Vikas Singh  
c/o Lingaya's Vidyapeeth  
School of Computer Science  
and Engineering.
- 2.



# MEMORANDUM OF UNDERSTANDING



**LINGAYA'S VIDYAPEETH**  
Nachauli, Jasana Road,  
Haryana- 121001  
India

**AND**



**GRK Research Laboratories Pvt. Ltd.**  
Plot 180/A, IDA Mallapur,  
Hyderabad – 500076,  
Telangana, India



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on day 20 August 2020.

### BETWEEN

Department of Chemistry, School of Basic and Applied Sciences, Lingaya's Vidyapeeth, Nachauli, Jasana Road, Haryana, India.

### AND

GRK Research Laboratories Private Limited, Plot 180/A, IDA Mallapur, Hyderabad – 500076, Telangana, India.

### PREAMBLE

WHEREAS, Department of Chemistry, School of Basic & Applied Sciences (SBAS) is one of the most prestigious School of Lingaya's Vidyapeeth, following complete "Choice Based Credit System" (CBCS) scheme given by UGC for UG and PG level. Department of Chemistry constantly encourages students to explore their own intrinsic qualities and enhance their talent through quality teaching and research. School of Basic & Applied Sciences is having eminently competent and efficient faculty members who are qualified from reputed universities of India.

WHEREAS, GRK Research Laboratories Private Limited is a Contract Research Organisation that provides chemistry services to large pharmaceutical companies, emerging bio pharmaceutical firms, technology platform companies, academic / research institutions and agrochemical companies across globe to accelerate their R&D programs from discovery to production. Highly experienced team of scientists ensure timely execution of projects by solving problems to deliver quality products on time.



*R. Bagwal*





WHEREAS, both **Department of Chemistry, School of Basic & Applied Sciences (SBAS), Lingaya's Vidyapeeth**, and **GRK Research Laboratories Private Limited** desire to promote academic-industrial research program for mutual benefit and larger societal development.

NOW, therefore, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both **Department of Chemistry, SBAS, Lingaya's Vidyapeeth** and **GRK Research Laboratories Private Limited** acknowledge, and hereby agree as under:

#### ARTICLE 1: SCOPE OF THE MOU

This MOU details the general conditions regarding collaboration between **Department of Chemistry, SBAS, Lingaya's Vidyapeeth** and **GRK Research Laboratories Private Limited** for enhancing the research activities and the availability of highly qualified manpower in the field of Chemistry without any prejudice to prevailing rules and regulation in **Department of Chemistry, SBAS, Lingaya's Vidyapeeth** and **GRK Research Laboratories Private Limited**. The areas of cooperation can be extended through mutual consent.

#### ARTICLE 2: SCOPE OF THE ACADEMIC – INDUSTRIAL INTERACTION

##### **(a) Exchange and Deputation of Faculty/Scientist/staff**

**Department of Chemistry, SBAS, Lingaya's Vidyapeeth** and **GRK Research Laboratories Private Limited** agree to exchange visits of staff for limited periods for the purpose of implementation of joints tasks within the areas of cooperation.

Both organisations can invite faculty/staff for delivering lectures in the areas of cooperation. There shall be a provision whereby eminent visiting scientists with the specialization in the area of cooperation will be encouraged to visit each other's organizations. Scientist from **GRK Research Laboratories Private Limited** may participate in the teaching of various courses and research activities. They will be considered **Adjunct Faculty** by **Department of Chemistry, SBAS, Lingaya's Vidyapeeth**.

##### **(b) Joint Conference/Workshop /Courses**

Both institutions agree to hold/conduct, whenever feasible, joint workshops/conferences /training courses within the area of cooperation. Such workshops/conferences/training courses will normally be held once or twice a year in accordance with the annual plan approved by the coordination committee.

#### ARTICLE 3: SHARING OF FACILITIES

- a. Both organizations agree to share their R & D facilities in order to enhance academic and research interaction in the area of cooperation.
- b. Both organizations agree to exchange software and other materials and components developed in-house in the area of cooperation permissible within the rules governing the two organizations.

*R. Bagwal*

*RR*



- c. Both organizations shall provide access to the library and inter-library loan facility to faculty/staff as per the prevailing rules and norms in their respective institutions.

#### ARTICLE 4: STUDENT LEVEL INTERACTION /TRAINING

- a. GRK Research Laboratories Private Limited will accept a limited number of M.Sc./Ph.D. Students of Department of Chemistry, SBAS, Lingaya's Vidyapeeth for their Practice School (industrial internship/project/thesis/dissertation) work in areas of mutual interest. Such students can work under the supervision of a GRK Research Laboratories Private Limited scientist or under the joint supervision of GRK Research Laboratories Private Limited scientists and a Department of Chemistry, SBAS, Lingaya's Vidyapeeth faculties.
- b. There shall be a provision for student groups to make short visits to GRK Research Laboratories Private Limited according to a mutually agreed program. While transport arrangement shall be made by parent institution. The host institution may provide accommodation, if available, in accordance with the prevailing norms at GRK Research Laboratories Private Limited. Normally, such visit will be limited to one to three in a year.

#### ARTICLE 5: AREAS OF COOPERATION

- a. Exchange of faculty/Scientists and scholars for teaching and research
- b. Exchange of students for advanced training
- c. Exchange of periodicals and academic publications
- d. Registration of patents/IPRs for the product jointly developed
- e. Organization of joint workshops, symposia and conferences
- f. Other academic exchanges agreed to both organizations
- g. In furtherance of the cause of research in chemical transformation as well as multi-disciplinary areas, Department of Chemistry, SBAS, Lingaya's Vidyapeeth and GRK Research Laboratories Private Limited will work together to identify common research projects of mutual interest that could be financed by R&D funding agencies.

#### ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS (IPR)

Intellectual property rights (IPR) regarding publications, patents, royalty, ownership of product developed under the scope of this MoU shall be jointly owned by both the parties. At any specific deviation, if any, shall be mutually agreed in special case.

These Areas of corporation will be reviewed from time to time and modified. New areas will be listed as appendices.

#### ARTICLE 7: COORDINATION OF THE PROGRAM INCLUDING FINANCIAL ARRANGEMENTS

- The Department of Chemistry, SBAS, Lingaya's Vidyapeeth and Chemical transformation group of GRK Research Laboratories Private Limited will serve as the nodal points for coordination of the activity



*R. Bagwal*





- One member from the nodal points at Department of Chemistry, SBAS, Lingaya's Vidyapeeth and one from the nodal point at GRK Research Laboratories Private Limited, Mallapur, will be designated as the Coordinators of the activity.
- Financial arrangements for this collaboration will be decided by the coordination committee on a case-to-case basis and brought on record in each case. The coordination committee will consist of Director, GRK Research Laboratories Private Limited, Mallapur, HoD, Department of Chemistry, SBAS, Lingaya's Vidyapeeth and coordinators from both the parties.

#### ARTICLE 8: EFFECTIVE DATE AND DURATION OF MOU

- The MoU shall be effective from the date of signing
- The duration of the MoU shall be for a period of five years from the effective date
- During its tenancy the MoU may be extended or terminated by a prior notice of not less than three months by either party
- Any clause or article of MoU may be modified or amended by mutual agreement of GRK Research Laboratories Private Limited and Department of Chemistry, SBAS, Lingaya's Vidyapeeth.

#### ARTICLE 9: ARBITRATION

Any dispute arising out of this MoU will be resolved amicably by mutual consultation. If such disputes are not settled, then the unresolved issues will be referred to the Arbitration committee appointed jointly by Director, GRK Research Laboratories Private Limited, Mallapur, and HoD, Department of Chemistry, SBAS, Lingaya's Vidyapeeth. The outcome of the committee will be binding on both parties.

#### ARTICLES 10: CONFIDENTIALITY

During the tenure of the MoU both GRK Research Laboratories Private Limited and Department of Chemistry, SBAS, Lingaya's Vidyapeeth will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with the MoU unless such disclosure is required to be done under the binding laws, regulations or governmental orders, provided that in such case the Party required to disclose shall give sufficient prior written notice to the other Party.




*R. Reginald*




IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DAY, MONTH AND YEAR HEREIN ABOVE WRITTEN IN THE PRESENCE OF:

Signed by and on behalf of  
Department of Chemistry, SBAS,  
Lingaya's Vidyapeeth, Nachauli,  
Faridabad, Haryana.

Signed by and on behalf of  
GRK Research Laboratories  
Private Limited, Mallapur,  
Hyderabad, Telengana


  
Dr. Karan Singh 8/9/2020  
Professor & Associate Dean,  
School of Basic & Applied Sciences,  
Lingaya's Vidyapeeth, Nachauli,  
Faridabad

  
Dr. Baram Patro 29/8/2020  
Chief Executive Officer  
GRK Research Lab. Pvt. Ltd.  
Mallapur, Hyderabad, Telengana

Date:

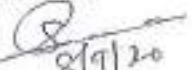
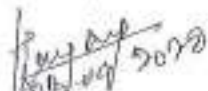
Date:

Signed by and on behalf of  
Lingaya's Vidyapeeth, Nachauli,  
Faridabad, Haryana.

  
Prof. (Dr.) M. Luqman Khan  
Vice-Chancellor  
Lingaya's Vidyapeeth,  
Nachauli, Faridabad  
Haryana

Date:

Witnesses:

-   
8/9/20
-   
08/09/2020

Date: 08.09.2020

Place: Faridabad





# INDIA NGN JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

सत्यमेव जयते Certificate No.	: IN-DL378359171963345
Certificate Issued Date	: 17-Mar-2020 03:22 PM
Account Reference	: IMPACT DIVY dms2020/ DELHI DL-2020
Unique Doc. Reference	: GJRN-DLDR52203841201937566746
Purchased by	: CROSSLAY REMEDIES LTD
Description of Document	: Article 3 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CROSSLAY REMEDIES LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: CROSSLAY REMEDIES LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write please below this line

THIS E-STAMP PAPER FORMS AN INTEGRAL PART AND PARCEL OF THIS DATA USE AGREEMENT EXECUTED BETWEEN MAX SUPER SPECIALITY HOSPITAL CROSSLAY REMEDIES LIMITED] AND DR. P KAR AND DR. TAUSIF ALAM ON 5<sup>th</sup> DAY OF FEBRUARY 2020

*for*



Mandatory Alert  
1. This e-stamp is of the State Emblem of India as defined in section 2 of the Emblems and Symbols Act, 1958. It is the property of the Government of National Capital Territory of Delhi and shall be used only for the purpose of the e-stamp.

## DATA USE AGREEMENT

Prospective study to evaluate the effects of Oral Branched Chain Amino Acid Supplementation on clinical, laboratory parameters, quality of life and the natural course of the disease in patients with cirrhosis of liver

Between

Max Super Specialty Hospital, Vaishali, (A Unit of Crosslay Remedies Ltd.) W-3 Sector -1 Vaishali, Ghaziabad U.P-201012 India

And

*Dr. P Kar*

*Director and Head of the Department of Gastroenterology and Hepatology,  
Max Super Specialty Hospital, Vaishali, (A Unit of Crosslay Remedies Ltd.) W-3 Sector -1 Vaishali, Ghaziabad U.P-201012 India*

And

*Dr. Tausif Alam*

*In-charge of Department and Assistant Professor of School of Pharmacy  
Lingaya's Vidyapeeth, Faridabad, Haryana, India*



*Handwritten signature of Dr. Tausif Alam*



This Data Use Agreement (the "Agreement") is entered into on this 30th day of Feb, 2021 by and between:

Max Super Speciality Hospital, Vaishali (A Unit of Crossley Remedies Ltd.) W-3 Sector-4 Vaishali, Ghaziabad U.P. 201012 India hereinafter referred as "Max/Institute".

And  
Investigator: Dr. P. Kar, Director and Head of the Department of Gastroenterology and Hepatology, Max Super Speciality Hospital, Vaishali, (A Unit of Crossley Remedies Ltd.) W-3 Sector-4 Vaishali, Ghaziabad U.P. 201012 India, hereinafter referred as "Investigator".

And  
Collaborator: Dr. Tareq Alom, In-charge of Department and Assistant Professor of School of Pharmacy, Loyola's Polytechnic, Suruliyahalli, Bangalore, India, hereinafter referred as "Collaborator".

Max, Investigator & Collaborator individually called Party and jointly as Parties.

#### WHEREAS

Max Super Speciality Hospital, Vaishali (A Unit of Crossley Remedies Ltd.) and Investigator and Collaborator have agreed to enter into this exclusive arrangement to conduct the Thesis study titled: "Prospective study to evaluate the effects of Oral Branched Chain Amino Acid Supplementation on clinical, laboratory parameters, quality of life and the natural course of the disease in patients with cirrhosis of liver" attached as Exhibit A to the Agreement and associated activities in accordance with the terms and conditions set forth in the text of this Agreement.

- 1) **COMPLIANCE WITH LAW:** Parties represents that he/she shall comply with all applicable laws in performing his/her obligations under this Agreement. In furtherance of the foregoing obligation, Parties shall ensure that an IEC/HB as applicable, established and constituted in accordance with applicable laws and regulations, and oversees the conduct of Study. Parties shall comply with the directives of the IEC/HB respecting the conduct of the Study and shall notify the each other in the event any such directives vary from the Protocol. Investigator shall obtain from each Participant or participant's legal authorized representative, prior to the Subject's participation in the Study, a signed Informed Consent as set forth in the study Protocol.

- 2) **ROLES AND RESPONSIBILITIES OF MAX, Investigator and Collaborator**

#### Max:-

- Accredited with NABL and NABH, Max Super Speciality Hospital, Vaishali is a 350+ bedded hospital offering a spectrum of preventive and diagnostic treatment options.
- Facilitate the conduct of this study in accordance to NDCT Rule- March 2019 (Chapter-4, Defined under Biomedical Health Research).



*[Handwritten signature]*

#### Investigators:

- Investigator is responsible to oversee the conduct of the thesis study in the Institute.
- Investigator should ensure the right, safety and well-being of human subjects participating in the thesis study.
- Ensure that PhD thesis are carried out according to (NDCT rules-2019 March) and Max IEC requirements.
- Ensure that the PhD thesis is conducted according to the approved protocol.
- Provide all PhD thesis protocol and related documents to the IEC for review and approval.
- Declare any conflicts of interest, payments etc. from other Parties to the IEC and Institute.
- Maintain a list of any delegated duties with respect to the PhD thesis, and the persons and qualifications of those persons to whom the duties are assigned.
- Prior to PhD thesis commencement, a favourable Institutional Ethics Committee (IEC) endorsement of PhD thesis protocol, patient information and consent documents, recruitment procedures, consent form updates and any other information given to subjects.
- Ensure that all persons assisting with the PhD thesis are adequately informed about the protocol and their PhD thesis-related duties and functions.
- Investigator should inform prior to leaving the organization, in writing to IEC about the status of all his/her PhD thesis approved by IEC and submits a certified document stating that all PhD thesis have been conducted in compliance with applicable SOP.
- Investigator cannot shift PhD thesis to another hospital without approval/ favourable opinion from the IEC and Max Healthcare management.
- Should inform the subject's primary physician about the subject's participation in the PhD thesis if the subject has a primary physician and if the subject agrees to the primary physician being informed.
- Ensure that subjects have made fully informed, written consent, with all PhD thesis procedures and risks adequately explained and that the principles and essential elements of Informed Consent are upheld and included in the information document which has been approved by the IEC.

#### Collaborators:

- Ensure that PhD thesis are carried out according to (NDCT rules-2019 March) and Max IEC requirements.
- Ensure that the right, safety and well-being of human subjects.
- Ensure that the PhD thesis is conducted according to the approved protocol.
- Collaborator responsible and working on the thesis shall keep confidential in nature, including the participant's details, test reports, etc.
- Confidentiality of participant's shall be maintained in all publications of the study.
- No confidential information shall be revealed to any third person.
- Use of confidential information for any purpose other than said purpose of the PhD thesis shall not be allowed, unless all Parties have agreed and have given written consent for the same.

*Signature*





## 3) RIGHTS AND OBLIGATIONS:

Having entered into this Agreement both Parties shall honor specified assignments as set out herein and where additional operating instructions shall be applicable, separate negotiations in the form of terms of added costs shall determine any changes. The changes shall be recorded in writing as official proceedings and agreed signed by both Parties.

### 4) AUDITS

Institute and Investigator shall, either itself or through any third party auditors, have the right to conduct on-site audit of Collaborator's (including its computer systems, devices, equipment etc.) to ensure that Collaborator has taken sufficient safety and security measures to ensure that Institute's Data is being used only for the purpose of this Agreement and there is no third party access, misuse or leakage to the Institute's Data. Further, such audits shall be conducted as per the Institute's Data Security and Privacy Policy. In case, such an audit reveals that there has been misuse or any leakage of the Institute's Data, Collaborator, in addition to indemnifying the Institute, agrees and undertakes to immediately cease and desist from using such Data and return/destroy it, as requested by the Institute and provide a purging certificate to the Institute. Further, in case of any leakage and third party misuse, the Institution shall, at its own cost, initiate appropriate legal proceedings to i) restrain any such third party from using/ misusing the Data and ii) ensure that such its Data is returned/ destroyed.

### 5) COSTS OF COLLABORATION

Save as expressly provided otherwise herein or agreed otherwise in writing by the Parties, each Party will bear its own costs in this Collaboration. The cost for each Party is detailed in exhibit B.

### 6) CONFIDENTIALITY AND PROPRIETARY BRANDING:

- a) A Party in receipt of Confidential Information from the other Party must not use or disclose the other Party's Confidential Information without that other Party's prior written consent other than (i) for the purposes of carrying out this Agreement, provided any disclosure is only to such of the receiving Party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this Agreement or (ii) as required by international intellectual property laws.
- b) Neither Party may make any public announcement in relation to this Agreement without first obtaining the approval of the other Party.
- c) Confidential Information means (i) the subject and terms of this Agreement and (ii) all information (in whatever form) disclosed by one Party to the other, whether before or after the date of this Agreement but excludes information which (a) is or becomes public knowledge other than through a breach of this Agreement (b) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure or (c) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential.
- d) In the event a Party is required to disclose Confidential Information of other Party under any Applicable Law, legal process, judicial order or by any other applicable order or requirement of any Government Authority, it may do so only to the extent required; provided, however, that Party shall give prompt notice to the other Party of the required disclosure of Confidential

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information sufficiently in advance, of making the required disclosure to allow the other Party a reasonable opportunity to take steps to object to, prevent, address limit its disclosure or obtain a protective or other similar order with respect to the required disclosure, or to seek where prompt notice is not viable then attention to be given to other Party within reasonable period of time; and restrict the disclosure to only that portion of the Confidential Information which is required to be disclosed

c) Confidentiality obligation of the Parties shall survive the expiry or earlier termination of this Agreement. Upon expiry or earlier termination, receiving Party shall, as per the instructions of the disclosing Party, return or destroy the Confidential Information of the disclosing Party. Receiving Party may retain any copies of such Confidential Information to the extent required by applicable Law and the receiving Party shall continue to abide by its confidentiality obligations in respect of such Confidential Information and Confidential Information which is required to be retained by the receiving Party for the purpose of the Study.

d) Each Party shall not use any name, logo, trade name, trademark, service mark or other symbol associated with the other Party without the prior written consent of the other Party.

## 7) RESEARCH RESULT AND INTELLECTUAL PROPERTY RIGHTS

i. The Parties agree that the clinical know-how/therapy-protocol, as well as all rights relating to the results of this research, shall become the property of and shall be finally owned jointly by Max, Investigator and Collaborator.

ii. In so far as the property rights, particularly in regard of copyright and related property rights existing to the research results from this pilot study, are not transferable to any third party, and Max, Investigator and Collaborator will jointly hold these rights.

## 8) PUBLICATIONS

Scientific publications by the Parties about the contract research content, particularly in peer reviewed journals, are permitted as a matter of principle and are desired and promoted by the Parties. Any publishing will be subject to prior written consent of the other such Party which shall not be unreasonably withheld.

## 9) DATA PROTECTION

The Parties agree to comply with all current applicable laws in India related to collection, storage, transmission, and use of digital health data and to ensure data privacy, confidentiality and security of all patients and/or participants. Necessary authorization to disclose health information in a form approved in writing by the IEC/IRB should be obtained.

Collaborator hereby agrees and confirms that the anonymized health information of the Subjects shall be used only for the purposes as contemplated under the Agreement. The Collaborator shall have adequate (but in no event less than what is required under the Laws applicable to it) safety and security measures to protect, and prevent unauthorized use of, Data. The Investigator and/or

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the Institution shall, with prior advance notice to the Collaborator, have right, at all times, to audit such safety and security measures.  
In the event of a breach of the Institution's data protection system, the Collaborator shall report to the Institution, within 24 hours, any actual or suspected unauthorized or unintentional access to, acquisition of, or disclosure of Data. The report shall include the timing and nature of the security breach. The Collaborator shall take all reasonable and necessary steps to remedy and mitigate any harm arising from the security breach.

#### 10) NOTICES

Any communication under this Agreement will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of the Investigator or electronic mail address or facsimile number indicated below as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address which is duly acknowledged.

Max

Name: Rajesh Saxena  
Contact Details: 9818474003  
Email id: rajesh.saxena@maxhealthcare.com  
Add: Max Super Speciality Hospital, Vasahli, (A Unit of Crosslay Remedies Ltd.) W-3  
Sector -1 Vasahli, Ghaziabad U.P.-201012 India

Investigator:

Name: Dr. P. Kar  
Contact Details: 9811042164  
Email id: pccr@sushikanti@gmail.com  
Add: Max Super Speciality Hospital, Vasahli, (A Unit of Crosslay Remedies Ltd.) W-3  
Sector -1 Vasahli, Ghaziabad U.P.-201012 India

Collaborator

Name: Dr. Tausif Alam  
Contact Details: 8750472205  
Email id: tausif@lingaysevidya.in  
Add: School of Pharmacy, Lingay's Vidyaarthi, Faridabad, Haryana, India-121002

#### 11) LIMITATION OF LIABILITY

None of the Parties shall be liable to other Party for any indirect, punitive, exemplary, incidental or consequential loss and/or loss of revenues, profits, anticipated profits, savings or opportunities (regardless of how these are classified as damages) whether arising out of breach of contract, tort (including negligence), strict liability or otherwise (including the entry into, performance or breach of this Agreement), regardless of whether such loss or damage was foreseeable or possibility of such loss or damage was advised of.





## 12) INDEMNIFICATION

Parties shall defend, indemnify and hold harmless Investigator, study staff, IES, and the Institution, including, without limitation, its affiliates, subsidiaries and their respective employees, officers, trustees, directors, shareholders, agents, representatives, contractors, sub-contractors and their respective successors and assigns (hereinafter collectively referred to as "Indemnitee") from and against all losses, costs, liabilities, damages, deficiencies, demands, claims, actions, judgments, cause of actions, settlements, interest and / or penalties (by whatever name called) incurred or suffered (including attorney's fee and expenses) in connection with:

- a) conduct of Study by the Institution and/or Investigator;
- b) breach of provisions of this Agreement by the Parties;
- c) Parties' failure to comply with Applicable Law;
- d) Parties' breach of representation and warranties under this Agreement;
- e) third party intellectual property rights; and
- f) any third party claims.
- g) procedure that the Subject would not have undergone but for participation in the Study;
- h) Collaborator's use or commercialization of the result or inventions produced by the Study;
- i) use of Data for the purpose other than prescribed under this Agreement;
- j) Loss and damages they may suffer as a result of claims or judgments that arise from the use or de-anonymization of the personal data/health information of the Subjects or the breach of any provisions of the Agreement including but not limited to the Confidentiality and Patient Data clause above.

The Parties obligations regarding indemnification will survive any expiration or termination of this Agreement.

## 13) FORCE MAJEURE

### Events of Force Majeure

To the extent the event is not within the reasonable control of the Party whose performance under this Agreement is affected thereby ("Affected Party"), the term Force Majeure as used in this Agreement shall mean and include any event or circumstances or combination of events and circumstances (each as "Force Majeure Event") which is beyond the reasonable control of the Affected Party, including, but without limiting the generality of the foregoing, any such failure or delay as is caused by:

- a) fire, flood, storm, tsunami, earthquake, cyclone, typhoon, tornado, epidemic, tempests, subsidence, quarantine restriction or other acts of God;
- b) acts of war (whether declared or undeclared), sabotage or terrorism, acts of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of program of irregular or illegal warfare); acts of belligerence of foreign enemies (whether declared or undeclared); or blockades, embargos, civil disturbance,

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inclosure, theft, rebellions or insurrections, or exercise of military or usurped power; or any attempt at restoration of power.

- e) change in applicable law rendering the purpose of this Agreement null or SOA illegal;
- e) suspension of operation of the Institution for any reason, whatsoever;
- e) closure of Institution for any reason, whatsoever; or
- f) cessation of employment of Investigator with the Institution for any reason, whatsoever

**Exceptions during Force Majeure**

None of the Parties shall be liable or responsible to other Party for any failure to perform or delay in performance of its obligation hereunder (excluding the obligation to make payments) to the extent and in the case for which it is affected by the Force Majeure event; provided that such failure or delay is not attributable to or arises out of any Force Majeure Event; and further provided that written notice of occurrence of such Force Majeure event is given by the Affected Party to the other Party ("Non-Affected Party") as soon as reasonable practicable.

On expiry of the Force Majeure event, the Affected Party shall forthwith give written notice to that effect to the Non-Affected Party.

Either of the Parties shall have right to terminate this Agreement if the Force Majeure continues for the period of 2 months.

**14) REPRESENTATIONS AND WARRANTIES**

Parties represents and warrants that it has all consents, approvals, authorizations or permits required under the Applicable Law for conduct of the Study, and that conduct of Study by the Institution and the investigator will not result in breach of Applicable Law;

Each Party hereby represents and warrants that:

- a) It is duly organized and validly existing under the laws of its jurisdictions of incorporation, and has full corporate and other power and authority to enter into this Agreement and to carry out the provisions hereof;
- b) It is duly authorized to execute and deliver this Agreement and to perform its obligations under this Agreement, and the person executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate actions;
- c) Execution of this Agreement by it does not create a breach or default under, or conflict with, any other Agreement or obligation to which it is Party, or violate any Applicable Law.

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15 ANTI-BRIBERY

The Parties in this Agreement are committed to compliance with Indian laws and laws of other countries that are, or may be, of potential relevance, including all laws applicable to one or both of the Parties relating to bribery, money laundering and/or corrupt payments, [including, (a) India Prevention of Corruption Act (POCA), (b) U.S. Foreign Corrupt Practices Act ("FCPA"), (c) UK Bribery Act, (d) Indian Penal Code, (e) Foreign Contribution (Regulation) Act, (f) Prevention of Money Laundering Act, (g) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person]. Accordingly, Collaborator, including its subsidiaries, affiliates and their respective directors, employees, consultants and other intermediaries hereby represent and warrant that:

- a) Collaborator is aware of and will comply with Anti-Corruption Laws;
- b) Collaborator has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a government official for the purposes of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage;
- c) Collaborator has not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of, or a request or acceptance of, money or anything else of value, to or from any other person (whether or not a government official) while knowing that all or some portion of the money or value will be offered, given or promised to any other person for the purpose of securing the improper performance of that person's function or misuse of that person's position;
- d) No part of the payments received by the Collaborator, directly or indirectly, from Institution will be used for any purpose which would cause a violation of the laws of India or any other applicable jurisdiction including any applicable Anti-Corruption Laws of other countries as provided above;
- e) Collaborator will comply with, and it shall cause its related Parties to comply with Institution's Code of Ethics and Anti-Corruption and Anti-Bribery Policy, acknowledges receipt of such Policy;
- f) Collaborator has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person;

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- e) Neither the Collaborator nor any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person.

**16) TERMS AND TERMINATION:**

This Agreement will enter into force on the day of the last signature affixed by the Parties and shall remain in force for the duration of the observational study (Jan 2021 - December 2021).

Either Party may terminate this Agreement without cause upon ninety (90) days' written notice to the other and may terminate this Agreement for cause upon fourteen (14) days' written notice to the other. Upon termination of this Agreement, the Parties will take all reasonable and necessary measures to conclude any Procurement Services already commenced in accordance with this Agreement. The provisions of this Agreement will survive any termination, to the extent necessary to permit an orderly settlement of accounts between the Parties.

**17) JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India. The courts of New Delhi shall have exclusive jurisdiction to entertain any dispute that may arise between the Parties related to this Agreement.

**18) AMENDMENTS**

This Agreement may be amended or supplemented in writing subject to the mutual consent of the Parties.

**19) ASSIGNMENTS**

Unless otherwise agreed in writing, Parties shall not transfer or assign all or any of their rights, obligations or benefits hereunder to any third party.

**20) SEVERABILITY**

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same commercial effect as the original provisions and terms of this Agreement.




ENTIRE AGREEMENT

This Agreement and the contents hereof supersede each and all prior agreements, arrangements, understandings, letters, correspondences, representations, etc. between the Parties hereto with respect to the subject matter herein. In the event of a conflict between the terms and conditions of this Agreement and those of the study Protocol, the terms and conditions which are most protective of Subject safety shall prevail.

IN WITNESS WHEREOF, both the Parties have executed these presents in the manner and on the day and year hereinafter appearing:

organization: Max Super Specialty Hospital, Vaishali (A Unit of Crossley Remedies Ltd.)

Name : Dr. Gaurav Aggarwal

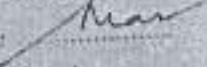
Signature: 

Date: 26/12/21

Title: VP Operations Head & HOI

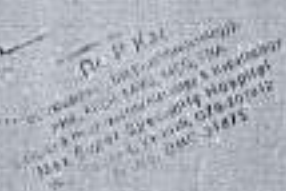
Investigator:

Name: Dr. P. Kar

Signature: 

Date: 15/2/21

Title: Investigator

  
Dr. P. Kar  
Investigator  
Max Super Specialty Hospital  
Vaishali, Patna - 851 014  
Bihar, India  
Ph: 98550 12345  
Fax: 98550 12345

Name: Dr. Tausif Alam

Signature: 

Date: 15 Feb, 2021

Title: Collaborator

  
CROSSLEY REMEDIES LTD.  
Vaishali, Patna - 851 014  
Bihar, India  
Ph: 98550 12345  
Fax: 98550 12345



EXHIBIT A

Protocol of the study to be attached.

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EXHIBIT B

Cost for the study activities are as follows:

- No cost will be bear by the institute (Max Super Specialty Hospital, Vashi) related to the study.
- No cost is invested in the study because it is an observational study.

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Tel : 020-26026681

Registered AD

Mukhyalaya  
Rashtriya Raksha Academy  
PO NDA Khadakwasla  
Pune 411 023

1200/Gen/Edn

09 Dec 2020


Dr Sandeep Singh Chib  
Registrar  
Lingaya's University  
Nachauli, Delhi-NCR  
Faridabad, Haryan 121002

**MEMORANDUM OF UNDERSTANDING BETWEEN LINGAYA'S UNIVERSITY  
DELHI-NCR AND NATIONAL DEFENCE ACADEMY KHADAKWASLA**

Sir,

1. National Defence Academy, Khadakwasla, Pune 411023 which is the Nation's premier Tri-Services Military Training Institutions. A Centre of Excellence in Military Training and the 'Cradle of leadership' for our Armed Forces.
2. A Memorandum of Understanding between Lingaya's University, Delhi-NCR and National Defence Academy Khadakwasla is enclosed herewith. This MOU is useful for cadets boarded out from National Defence Academy in the middle of course due to medical, training reasons etc for lateral admission to the degree/diploma courses in Lingaya's University.
3. It is requested that the Memorandum of Understanding between Lingaya's University, Delhi-NCR and the National Defence Academy Khadakwasla may please be signed at your end and forwarded to this Academy.

Thanking you,

  
(Prof O.P. Shukla)  
Principal  
For Commandant

**Encl** : as stated above



महाराष्ट्र MAHARASHTRA

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दिनांक, ०९.१२.२०२० दि. 0.9.DEC.2020

संस्था, १०९, अजिंक्यतारा, पुणे

व्यक्ति, १०९, अजिंक्यतारा, पुणे

१०९, अजिंक्यतारा, पुणे  
Khadakwasla, NDA, Khadakwasla, Pune - 411023

१०९, अजिंक्यतारा, पुणे  
P. Sr. Betrad, Warty, Pune 58

१०९, अजिंक्यतारा, पुणे  
१०९, अजिंक्यतारा, पुणे



MEMORANDUM OF UNDERSTANDING BETWEEN  
LINGAYA'S UNIVERSITY, DELHI - NCR AND  
NATIONAL DEFENCE ACADEMY, KHADAKWASLA, PUNE

THIS AGREEMENT (the "Agreement") is made at Pune on this 9<sup>th</sup> day of December 2020 and shall be effective from immediate effect between Lingaya's University,



Nachauli, Old Faridabad-Jasana Road, Faridabad, Haryana 121002, Deemed to be University under Section 3 of the UGC Act, 1956 through its Registrar, Dr Sandeep Singh Chib (herein after referred to as "University" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) of the First Part

and

National Defence Academy, Khadakwasla, Pune – 411 023 which is an iconic Military Institution and a 'Centre of Excellence' in Military Training, which has proven to be the Nursery of "Jointmanship" and the "Cradle for leadership" for our Armed forces, through its Principal, Prof. OP Shukla ( hereinafter referred to as "NDA"), as Second part,

2. Where as

2.1. The NDA impart a structured pattern of training for three/four years comprising a wide variety of facets, which includes Outdoor, Military and Academic aspects. On successful culmination of these three/four years of rigorous training, these Cadets are awarded BA / BSc / BSc (Computer Science) and B.Tech degree from Jawaharlal Nehru University, New Delhi.

2.2. The rigorous training of National Defence Academy at times, does take a toll on a few Cadets, who are boarded out due to no apparent fault of the Cadet. Hence they require an admission in outside Colleges / Universities in their relevant subjects / streams to complete their study on migration basis.

2.4. The National Defence Academy intends to sign a Memorandum of Understanding (MOU) with Lingaya's University in order to provide the much needed rehabilitation to the boarded out Cadets of National Defence Academy. It is proposed that migration admission be granted to them in Lingaya's University so as to enable such Cadets to complete graduation degree course, after being boarded out of the National Defence Academy, Pune.

3. NOW THEREFORE, IN THE LIGHT OF THE ABOVE AND IN CONSIDERATION OF MUTUAL COVENANTS EXCHANGED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:



### **3.1. OBJECTIVE AND SCOPE OF THE AGREEMENT**

- 3.1.1. The objective of this Agreement is to provide the much needed migration to the boarded out Cadets of NDA for continuation of their studies at the Lingaya's University.
- 3.1.2. The roles and responsibilities of both the parties and terms and conditions with respect to the above objective are specified hereunder.

### **3.2. TERMS OF MIGRATION**

- 3.2.1. The admission to Cadets of National Defence Academy boarded out the students at Lingaya's University shall be done on migration basis on the recommendation of the National Defence Academy.
- 3.2.2. The boarded out Cadets of NDA will be allowed to migrate to Lingaya's University subject to satisfying the rules and regulations of the Lingaya's University as regards to maximum number of backlogs. Minimum grade point / marks in the courses completed, etc.
- 3.2.3. The boarded out Cadets/students are required to have obtained the minimum percentage of marks/grade points in the qualifying examination i.e. 10 + 2 or equivalent as the Lingaya's University rules.
- 3.2.4. The boarded out Cadets / students shall be offered admission at Lingaya's University into programmes that are most appropriate for their background subject to availability of seats in those programmes.
- 3.2.5. The boarded out Cadets / students may have to take additional courses of the previous semesters to satisfy the programme requirement of the Lingaya's University.
- 3.2.6. The boarded out Cadets / students shall pay the migration fees and the University fees as per the rules of the Lingaya's University.
- 3.2.7. The migrated Cadets / students shall follow the rules and regulations of the Lingaya's University.
- 3.2.8. The JNU which is the degree awarding institution for the NDA programmes will provide the migration certificate for the student migrating to Lingaya's University. NDA shall facilitate the same.
- 3.2.9. A character certificate for the student migrating shall be provided by NDA.



#### 4. ROLES AND RESPONSIBILITIES

##### 4.1. ROLE OF NATIONAL DEFENCE ACADEMY

- 4.1.1. Recommending specific students for the Migration.
- 4.1.2. Facilitating the issuance of Migration Certificate from Jawaharlal Nehru University, New Delhi.
- 4.1.3. Providing Character Certificates to the migrating students.
- 4.1.4. Providing the details of the schemes of the programmes at NDA with the course details and syllabus from time to time.
- 4.1.5. Providing the Marks Sheets of the Cadets / students migrating and mapping between grades and marks.

##### 4.2. ROLE OF LINGAYA'S UNIVERSITY

- 4.2.1. Verification of the certificates of the students.
- 4.2.2. Assessment of the student suitability for migration in terms of programme, backlogs, grade points / marks.
- 4.2.3. Assessment of the additional courses to be done by the student as per the requirement of the Lingaya's University.
- 4.2.4. Admit the student on migration at Lingaya's University, if eligible for the B.A., B.Sc., B.Sc. (Computer Science), B.Tech as per Annexure A of this MOU.
- 4.2.5. Inform NDA regarding the admitted students at Lingaya's University on migration.

##### 5. TERMINATION:-

- 5.1. This MOU can be terminated by either of the parties on three months' notice from either side for the violation of any of the terms and conditions of this MOU.
- 5.2. However, if the MOU is terminated for whatsoever reason, the responsibility of each Party shall continue to exist till the completion of the **Degree Programme** in different disciplines to which the students/Cadets have been admitted before the date of servicing the notice of termination subject to the satisfaction of the University.

5.3. The University will make arrangement for completion of the course of the admitted students/Cadets.

**6. NOTICES:**

6.1. Any notice or other information required by this Agreement to be given by a Party to the other Party may be given by hand or sent by speed / registered post to the notified address.

6.2. Any notice or other information sent by email / facsimile transmission or comparable means of communication shall be deemed to have been duly given on the next day after transmission provided a confirmation of such notice is sent by post as mentioned hereinabove.

**7. INDEMNIFICATION:**

7.1. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/losses) arising out of or in connection with this MOU due to breach of any provisions of this agreement by such party or as a result of any act of negligence/omission or commission on part of such party and/or its employees, agents etc.

**8. MISCELLANEOUS:**

8.1. No addition or change in the terms of this Agreement shall be effective or binding on either of the Parties unless reduced to writing and executed by the duly authorized representative of each of the Party.

8.2. This Agreement and any Annexure/s here under may be executed in two or more copies and each of which will be deemed an original for purposes of this Agreement.

8.3. In the event any change in any law, or the passage of any law, rule or regulation affects, or in either Party's reasonable determination, may affect, either Party's performance or obligations under this Agreement, the Parties shall work together in good faith to amend this Agreement so as to minimize or eliminate, the impact of such Changes in Law on a Party's performance or obligations under this Agreement.




## 9. CONFIDENTIALITY

Each party (the "Receiving Party") undertakes to keep and maintain any and all information received under this Agreement from the other party (the "Disclosing Party") in the strictest confidence ("Confidential Information") and not to disclose (directly or indirectly) such information to any third party (except to its personnel and to the extent such disclosure is necessary in the course of performance of services under this Agreement) or make copies of any confidential information without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of implementing the transaction contemplated herein and not for any other purpose. All such information shall remain the sole and exclusive property of the Receiving Party and upon termination or expiry of this Agreement, the Receiving Party shall return or destroy such information to the reasonable satisfaction of the Disclosing Party.


10. The agreement shall be valid for 3 academic years 2021 – 2022, 2022 – 2023 and 2023 - 2024 from the date of signing the MOU which is extendable on mutual agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date written herein below:


.....  
  
 DR SANDEEP SINGH CHIB  
 REGISTRAR  
 LINGAYA'S UNIVERSITY  
 NACHAULI, DELHI - NCR  
 FARIDABAD  
 HARYANA 121002  
 Date: 24/12/2020

.....  
  
 PROF (DR.) O. P. SHUKLA  
 PRINCIPAL  
 NATIONAL DEFENCE ACADEMY  
 KHADAKWASLA,  
 MAHARASHTRA 411013  
 Date: 09 Dec, 2020

### Witnesses 1

Signature   
 Name .....  
 Desig... Director  
 Lingaya's University  
 Nachauli, Delhi - Ncr  
 Faridabad  
 Haryana 121002  
 Date: 24/12/2020

### Witnesses 2

Signature   
 Name .. A.R. VINAY DEEP  
 Desig. Vice Principal  
 National Defence Academy  
 Khadakwasla,  
 Maharashtra 411013  
 Date: 09 Dec, 2020

ANNEXURE 1LIST OF COURSES UNDER MOU BETWEEN LINGAYA'S UNIVERSITY

Ser. No.	Course	Eligibility	Duration	Proposed Fee Per Sem.
1.	B.A. (Hon.) English	10+2 with English	3 Yrs.	as per rule
2.	(a) B.Sc.(Hon.) Physics	(a) 10+2 with Physics & Maths as compulsory subject.	3 Yrs.	as per rule
	(b) B.Sc. (Hons.) Chemistry	(b) 10 + 2 with Chemistry as one of the subject.		
	(c) B.Sc. (Hons.) Mathematics	(c) 10 + 2 with Mathematics as one of the subject.		
3.	B.Sc.(Computer Science)	10 + 2 with Mathematics as one of the subject.	3 Yrs.	as per rule
4.	BBA	10 + 2	3 Yrs.	as per rule
5.	BCom	10+2	3 Yrs.	as per rule
6.	BCA	10+2 with Statistics, Mathematics or Economics or Commerce as one of the subject.	3 Yrs.	as per rule
7.	B.Tech	10+2 with Mathematics and Science subjects – PCM combined	4 Yrs.	as per rule





हरियाणा HARYANA

V 236606

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as 'MOU') is entered into on this Date: 31.05.2021

#### BETWEEN

Lingayas Vidyapeeth (LV-Faridabad), an autonomous institute of education and research located in Faridabad having its Administrative and Head office at Nachauli, Jassana Road, Old Faridabad, Haryana, India, being the (hereinafter referred to as "Lingayas Vidyapeeth" which expression shall, unless be repugnant to the context and meaning hereof mean and include its successors and permitted assigns and such other subsidiaries, affiliates or entities controlled by Lingayas Vidyapeeth of the First Party.

#### AND

National Institute of Solar Energy (NISE), an Autonomous Institution of the Ministry of New and Renewable Energy (MNRE), Govt. of India, having its Headquarters at Gurugram-Faridabad Highway, Gwal Pahari, Gurugram - 122003, Haryana (Hereinafter referred to as "NISE" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns) of the Second Party.

Lingayas Vidyapeeth and NISE shall be hereinafter collectively referred to as the "Parties" and individually as the "Party" for the sake of brevity where the context shall so require.



Page 1 of 5



## WHEREAS

**Lingayas Vidyapeeth** is an autonomous institute of education and research located in Nachauli, Jasana Road, Old Faridabad, Haryana, India, Lingayas Vidyapeeth established and incorporated as Deemed-To-Be University under Section 3 of UGC Act 1956 in 2009 as an autonomous, highly Technical University. The educational and technical programs of the University are recognized by University Grant Commission (UGC) and All India Council of Education (AICTE). It undertakes undergraduate programmes and awards degrees in graduation and also undertakes postgraduate programs and awards degrees for Masters and Ph.D.

## WHEREAS

**National Institute of Solar Energy (NISE)** is the apex National R&D institution in the field of Solar Energy under MNRE, Government of India was established in the solar technology dominion. NISE conducts scientific research and developments in solar energy systems for bringing in technology advancement. NISE intends to provide optimised and cost-effective solutions considering the requirements of its customers. It develops new by products for daily application of an individual in the field of solar energy. NISE has one of the best facilities for solar system testing and certifications. NISE is intensively performing towards achieving our National Solar Mission for the carbon-free clean environment for future generations. NISE is an effective interface between the Government and Institutions, industry & user organizations for development, promotion and widespread utilization of solar energy in the country and abroad.

National Institute of Solar Energy (NISE), and **Lingayas Vidyapeeth** have agreed to work for joint collaboration with following scope and terms of cooperation:

### Article 1- Broad Areas of Cooperation

- (i) To work jointly in the area of training, skill development and capacity building programmes launched by NISE/ LV.
- (ii) Assist each other in "Training the Trainers" Programme, DISCOM officials, Entrepreneurship Development Programme, Standardization of Courses and Certification Programmes, etc.
- (iii) Examine the feasibility of starting certificate/diploma courses to be run jointly by NISE/ LV.
- (iv) Exchange of experts, faculty members, trainees, and students to participate in various Research & Development & capacity building programmes, organised jointly or individually.





- (v) Jointly organize interactive sessions, workshops, refresher courses, round- tables, seminars and conferences.
- (vi) Extend preferential treatment to each other in levy of participation fee, infrastructure/facility usage fee, hostel/guest house fee, etc.
- (vii) Permit each other's faculty, trainees and students easy access to Campus, Library, Laboratory, Testing and other facilities on mutually agreed terms and conditions.
- (viii) Promoting the activities of each other by sharing the Annul reports, Brochures/Flyers, Reading/Course Materials, Programme information etc. and prominently display the same at Library, Notice Board, Website etc.
- (ix) Jointly work towards enhancing industry-academia interface and aligning training, capacity building and skill development to meet the industry-specific requirements for better employability.
- (x) Setting up of Incubation/Innovation/product development centre for Renewable Energy Technologies. This centre will also focus on incubating/developing business models as well as consultancy in various aspects of Solar Energy.
- (xi) Jointly work on R&D projects in the areas of Solar Photovoltaic , Energy Storage, Electric Vehicles (EVs), Hydrogen Vehicles, Solar Thermal Technologies, Solar/grid supply based EV charging stations, development of online platforms and web tools specifically for Renewable Energy applications.
- (xii) LV, Faridabad shall register Scientists/ staff of NISE satisfying the eligibility criteria for M.Tech. Solar and Alternate Energy weekend/M.Sc. Renewable Energy part time programs with flexibility in attendance criteria. However, as stated above all the norms with regard to attendance of student as may be prescribed by UGC, AICTE or any other governing body or government authority shall be required to be strictly followed and adhered by the students so enrolled through NISE and no relaxation will be given in same.
- (xiii) LV, Faridabad shall provide necessary administrative and infrastructural support to all students registered for Ph.D./PG programs under the collaboration with NISE, subject to payment of applicable charges to LV, Faridabad.
- (xiv) LV, Faridabad will develop the Academic Calendar and communicate to NISE and it shall be the responsibility and obligation of NISE to communicate the same to students enrolled through NISE.
- (xv) NISE shall support LV, Faridabad in collaboratively managing and sustaining Ph.D./ PG programs.



- (xvi) NISE shall give permission to its employee to pursue higher education in LV, Faridabad

#### Article 2 Terms of Cooperation

- All terms and conditions relating to joint projects under this MoU shall be agreed upon separately on case-to-case basis.
- Both parties shall cooperate with each other on project-to-project basis for which detailed financial and other terms and conditions will be worked out separately by both the parties.
- Although the parties wish to cooperate on future projects this Memorandum of Understanding does not impose any duty on one of the Parties to disclose any information to the other party nor to enter into any individual agreement or obligation.
- IP generated from the research work performed at NISE will be governed by the laws of the institute. For the joint research work, IP may be filed jointly on mutually agreed terms.
- Laws of India shall govern this MoU.
- NISE and LV may decide mutually on all other matters and projects that have not been specially mentioned or provided in this MoU.

#### Article 3- Validity

The Memorandum of Understanding (MoU) will enter into force on the date of its signing and will remain valid till five (5) years. However, agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned parties. The validity of this MoU can be further extended with the mutual consent of the parties in writing.

#### Article 4 Confidentiality

NISE and LV shall, for the duration of the agreement not make accessible to any third party, information of a technical or commercial nature received from the other party and declared to be confidential. This, however, shall not apply to information:

Which is known or generally accessible to the public

Or

Which becomes known or generally accessible to the public after disclosure without any involvement or fault on the part of the other party,

Or

Which corresponds to information disclosed or made accessible to the other party by an entitled third party,





Both parties agree not to disclose any confidential information to third party. If required, a separate non-disclosure-agreement (NDA) on mutually agreed terms can be signed for future activities.

#### Article 5- Financial Obligation

There will be no financial obligation/binding on any of these two organizations.

#### Article 6- Termination

This MoU can be terminated by either party by serving three months' notice in writing, without assigning any reason, subject to completion of assignments in hand.

IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

**Dr. Sandeep Singh**  
Registrar,  
Lingayas Vidyapeeth (LV-Faridabad),  
Date:

WITNESSED BY:



• Dr. Ashok Suri  
Lingayas Vidyapeeth  
Faridabad  
• DR. ASHOK SURI, I-III, DLF  
SECRETARIO, FARIDABAD, HARYANA  
121006, MOB 9310 80 667

**Dr. Arun K. Tripathi**  
Director General  
National Institute of Solar Energy  
(NISE)Date:



WITNESSED BY:

DR. CHANDAN KAMRJE  
DY. DIRECTOR GENERAL  
NISE  
• DR. VIKRANT SHARMA  
DY. DIRECTOR (TECH.)

# MEMORANDUM OF UNDERSTANDING

For

“High-end research and education”

Between



(Hereinafter referred to as "VBRI") of

Gammalkilsvägen 18,  
Ulrika 59053, Sweden

And



**Lingayas Vidyapeeth, Faridabad, India**

(Herein referred to as "LV, India") of

Nachauli, Jasana Road, Old Faridabad, Haryana 121002, India



## 1. Preamble

Through this Memorandum of Understanding (MOU), VBRI, Sweden and **Lingayas Vidyapeeth (LV-India)** express their intention, in principle, to facilitate and develop a meaningful and mutually beneficial relationship, and to encourage the translational research and innovations by participation of international experts through mutual assistance of two organisations in the areas of advancement of materials for global excellence.

## 2. Purpose and scope of cooperation

The purpose of this MOU is to develop research and educational cooperation based on equality and reciprocity and to promote sustainable partnerships and mutual understanding between VBRI, Sweden and LV, India. Both VBRI, Sweden and LV, India may be referred to individually as the "party" or collectively as the "parties".

## 3. Specific Activities or projects under "High end research and education"

3.1. The parties shall develop specific activities to implement the mutual understanding set forth in this MOU of High end research and education. These shall in every case be subject to mutual consent and the availability of adequate resources, and shall be set forth in supplementary agreement protocols.

3.2. **Assistance and joint collaboration** shall be carried out, subject to availability of funds and approval by the parties through activities by establishing a **High end research and education** on the Translational Research and Innovations in the VBRI, Sweden and LV, India. VBRI provide assistance for **Joint research lab** and programmes relating to **Higher education** in the following areas:

### 3.2.1 Joint research lab

- Promote translational research and innovations
- Cooperation to supervise the Students for research and study
- Exchange of researchers and students
- Visiting scholar activities
- Joint research activities
- Organization and participation in conferences, training schools, seminar, symposia, short-term academic programmes and academic meetings

### 3.2.2 Higher education

- Continuing education programmes
- Short-term training programmes / projects
- Exchange of research and educational materials, publications and academic information
- Dual course and joint supervision programmes
- Co-supervision of PhD and postgraduate students

3.3. Before any activities or projects are or may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements will include such terms as the following:

- Elaboration of the responsibilities of each institution for the agreed upon activity
- Specific schedules for the activity
- Budgets and sources of finances for the activity
- Detailed management of intellectual property rights and publications
- Any other items deemed necessary for the efficient management of the activity

3.4. Any arrangements subsequent to or as a result of the cooperation and activities stated in this clause shall be detailed in a separate agreement as deemed necessary.

#### **4. Costs**

4.1. The terms of co-operation and the necessary budget for each programme and activity implemented under the terms of this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of any specific activity or project.

4.2. Financial aspects shall be negotiated on an annual basis.

#### **5. Communication between the institutions**

5.1. Both parties shall communicate with each other on a need's basis, through their co-ordinators.

5.2. Co-ordinators shall notify their counterparts should a new person be named in the position.

#### **6. Duration of the Agreement**

6.1. This MOU shall commence on the day of last signature hereof by both parties and remain in force for a period of three (3) years until terminated by either of the parties in terms of clause 9 below.

6.2. The agreement may be renewed for an additional period of three years on agreement by both parties through an official exchange of letters.

6.3. Once such renewal is approved by both parties, such letters shall become part of this MOU.

#### **7. Cooperation monitoring and progress report**

7.1. The Co-ordinators as stated in clause 5 herein shall be responsible for the collection of written reports on any projects relevant to the cooperation.

7.2. Such reports shall be made available twice a year and be circulated to the senior management of both parties.

7.3. Cooperation goals and objectives for each project or activity shall be stated with clearly defined target dates and financial obligations from each party.

#### **8. Exchange of guest lecturers**

8.1. The parties shall enable the exchange of international experts as guest lecturers/visiting professors in their fields of specialisation for individually agreed periods.

8.2. The expenses for travelling and accommodation will be paid by the MU-India.



**9. Termination**

- 9.1. Either party may terminate the MOU at any time with one (1) year prior written notice to the other of its intention to do so.
- 9.2. The termination of this MOU for any reason whatsoever will not affect the rights of a party that have already accrued at the date of termination and will furthermore not affect any rights which expressly or by their nature survive the termination of this agreement.

**10. Confidentiality and Laws**

- 10.1. The Parties undertake to treat each other's intellectual property and information supplied or which may come to its attention as strictly confidential and not to be divulged to any third party
- 10.2. The Parties will comply with all relevant laws including abiding by the hosting university's rules, regulations, procedures and policies at all times when visiting the international experts and students.
- 10.3. The law governing this MOU is under Sweden and India.

**11. Intellectual Property Rights ("IP") and Logos**

- 11.1. All Intellectual Property (IP) owned by either party before the signing of this MOU shall remain the property of that party during and after the termination of this MOU
- 11.2. No IP rights shall be created for the other party by the signing of this MOU
- 11.3. The parties may not use the names or logos of the other party except for the purposes of this MOU and without prior written agreement.
- 11.4. All IP developed during the course and scope of this MOU will be equally co-owned by both parties with each party acquiring fifty percent (50%) thereof

## 12. Relationship and assignment

- 12.1. This MOU shall not be construed to create a partnership, joint venture, principal and agent or employer or employee relationship.
- 12.2. Neither party can act for or on behalf of the other party.
- 12.3. The parties cannot assign any of its rights and duties in terms of this MOU without prior written consent from the other party.
- 12.4. Each party shall indemnify the other against any loss or damage suffered as a result of any breach of this MOU.

## 13. Notices and Domicilium

- 13.1. The parties choose as their domicilium citandi at executandi for purposes of this MOU their respective addresses as set out in the above
- 13.2. Any notice to be given under this MOU shall be in writing and shall be deemed to be given when it has been delivered by hand, e-mail or facsimile at the above domicilium.

THUS DONE and signed by the duly authorised representatives of the parties

Signed on behalf of the  
VBRI, Sweden

*[Handwritten Signature]*

Signatory

11.11.2020

Date

(Dr. ANSHUMAN MISHRA)

(Dr. Ashutosh Tiwari)



Name & Job Title

Witness

*[Handwritten Signature]*

Signatory

(PRINA GOYAL)

Date

12 Nov. 2020

Signed on behalf of the  
Lingayas Vidyapeeth, India

Signatory

Date

(Prof. Mohammad Luqman Khan)

Vice Chancellor

Vice Chancellor

Name & Job Title  
Lingaya's Vidyapeeth  
Nachaul, Faridabad (Hry.)

Witness

*[Handwritten Signature]*

Signatory

Date



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THUS DONE and signed by the duly authorised representatives of the parties

Signed on behalf of the  
**VBRI, Sweden**

Signed on behalf of the  
**Lingayas Vidyapeeth, India**

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**(Dr. Ashutosh Tiwari)**  
Name & Job Title

\_\_\_\_\_  
**(Prof. -----)**  
Name & Job Title

**Witness**

**Witness**

\_\_\_\_\_  
*Signatory*

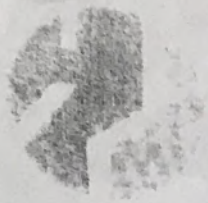
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*Signatory*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*







## Memorandum of Understanding

This Memorandum of Understanding entered into on Date 25/11/13, at Gurgaon between Lingayas University, Faridabad represented by *Mr. Tanupriya Choudhary & Mrs. Vasudha Vashisht* Hereinafter referred to as **Lingayas University** an which expression shall unless repugnant to the context mean and intrude its successors and assigns of the OTHER PART.

And

**Network Bulls** is an organization conducting Networking Workshop for the students is represented herein by **Saurabh Rawat**, (hereinafter referred to as an institution which expression shall unless repugnant to the context mean and intrude its successors and assigns of the OTHER PART.

The Parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The Parties noe, have therefore, agreed to enter in writing there areas of consensus, Under a MOU

1. We will provide all technical support such as providing certification and research and development of latest technologies required for launching new courses at your campus.
2. We will provide all operational assistance for running various courses at your campus
3. Certified & experienced Trainers from our end will be conducting the training at your premises.
4. We will charge the nominal fees to students as par our understanding.
5. Network Bulls will be charging fee for the courses from students.
6. Students undergoing training will be offered Discount on CCNA/CCNP/CCIE/MCSC etc.

Now this MOU witnesses that

1. The Institution is to conduct **Winter Training Program 2013-2014** for the students. It is an educational and technical program in which students will learn the basic and high level designing and implementation of networking on live routers and switches. All the students will be certified for participation
2. The **Lingayas University** and **Network Bulls** mutually decided the cost for the Winter Training Program as





# NETWORK

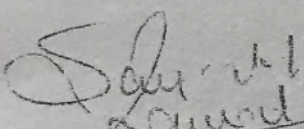
Educating Networks

4. Institution shall promote the Winter Training Program held in Lingayas University on their website.

The Institutions requirements from Lingayas University are:-

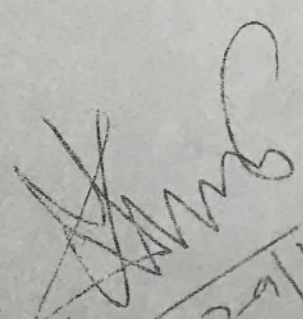
- Seminar Hall or Auditorium with sitting capacity for the students
- PA system
- Computer Lab/Labs for the students
- 1 LCD Projector
- 3 volunteers dedicated to Institution for both the days
- Pickup and drop facility from nearest Railway station / Bus stop, Accommodation and food for Institution's representatives during the workshop

In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first herein above written

  
Saurabh Rawat  
28/11/2013

Business Development Manager

For Network Bulls

  
29/11/2013

For College