

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Teerthankar Mahaveer University, Moradabad day of 18 January 2019

BETWEEN

Teerthankar Mahaveer University located at N.H. 24, Delhi Road, Bagadpur, Moradabad, Uttar Pradesh 244001, hereinafter referred to as "**TMU**" through its Authorized Signatory

Dr. Aditya Sharma, H. Registrar (9) (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **One part**.

And



Skill Clout, a proprietorship, validly existing under the laws of India and having its Registered Office at A-21, Top Floor, Lajpat Nagar 3, New Delhi - 110024 hereinafter referred to as "**Skill Clout**" represented through its Authorized Signatory Madhu Mehta (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the **Second Part**.

"TMU" and "Skill Clout" are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

1. TMU is a University established by the Government of Uttar Pradesh and is approved by the University Grants Commission (UGC) offering courses at all levels, i.e., UG, PG and Doctoral degrees across diverse streams, namely, Medical, Dental, Pharmacy, Nursing, Paramedical Sciences, Physiotherapy, Hospital Administration, Education, Physical Education, Engineering, Architecture, Polytechnic, Management, Law, Journalism, Fine Arts, Jain Studies, and Agriculture Science.
2. Skill Clout is a company which has been set up with a vision to upskill the youth. Skill Clout is established to train aspiring candidates on skills that will help them to keep pace with the industry, bridging the gap existent in their employability quotient.
Backed by minds with an expertise of 2 decades in Training & Development, with dedication towards the shared goal of empowering the workforce and generating greater opportunities for a better and bright future.
3. TMU is willing to enter into this Memorandum of Understanding (MOU) with Skill Clout, to train its students under Leadership Enhancement And Development Program offered by Skill Clout.

Skills That Matter

 Registered Office Address :- Block A-21, Top Floor, Lajpat Nagar 3, New Delhi - 110024 

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Objective:

The objective of this MOU is to train the students of TMU under "Skill Clout's Leadership Enhancement And Development Program" (hereinafter referred to as the "LEAD Program") to be conducted at the University premises.

2. Validity of MOU:

This MOU shall be valid for a term of 1 year commencing from 18 January, 2019 to and expiring efflux of time on 17 January, 2020. The same is subject to renewal thereafter with the mutual consent of both the parties on the same or modified terms and conditions as contained herein.

3. SPOC:

- a. Mr. BHAWAN NEGI, shall be the SPOC from TMU.
- b. Ms Madhu Mehta, shall be SPOC from Skill Clout.

4. Scope of training and coverage:

The Scope of training coverage includes training of minimum 250 Students as identified by TMU for 20 days (2 hours per day) per student covering topics around Employability Skills, Aptitude and/or Excel.

5. Roles & Responsibilities of TMU:

TMU shall:

- a. Confirm start date of the project before fifteen working days from the date of start of the proposed training.
- b. Confirm total no. of students attending the program, number of batches (a batch size must be minimum of 50 students), before seven working days of the proposed training start date.
- c. Provide list of batch/classroom allotted along with attendance sheet to Skill Clout.
- d. Provide norms and guidelines to students and college faculties wherever necessary.
- e. Make available the required infrastructures, projectors, Computers, internet connections etc., as may be required by Skill Clout for smooth conduct of training.
- f. Shall provide adequate support as may be required by Skill Clout for smooth conduct of the training program.
- g. Shall ensure that 100% attendance of the students is mandatory throughout the program.

6. Roles & Responsibilities of Skill Clout:

Skill Clout shall;

- a. Organize training and handholding activities agreed under Skill Clout's training program as per agreed curriculum and timeline.
- b. Deploy adequate trainers for smooth conduct of the program.
- c. Maintain records of the batch completed with total number of student attendance, and share them with College

7. Commercials & Payment Terms:

- a. The Commercials agreed to between TMU and Skill Clout for the aforesaid training program is Rs.800 plus applicable taxes per student. Payout of Rs.800 (plus applicable Taxes) per student is fixed and will not be negotiable for any unforeseen circumstances with respect to number of participants in a batch/planned training coverage in a day.

b. Payment terms –

It has been mutually agreed and confirmed by TMU that the contract value shall be released: 50% of the contract value one week prior to the first day of the commencement of training 25% of the contract value on completion of 50% of the training
25% of the contract value on the last day of completion of the training.

8. Confidentiality:

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the

disclosure of the Confidential Information only to the extent that is legally required of it and no further.

- d. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

9. Force Majeure:

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither TMU nor Skill Clout shall be held responsible for any loss or consequential loss.

10. Offices responsible:

The offices responsible for co-ordination of all matters related to this MOU and for receiving of the notices or any other communication are:

Teerthankar Mahaveer University

N.H. 24, Delhi Road,
Bagadpur, Moradabad, Uttar
Pradesh 244001

Contact Person: Mr. Bhawan Negi
Contact Number: 09911996559

Skill Clout

A-21, Top Floor,
Lajpat Nagar 3,
New Delhi - 110024

Contact Person: Madhu Mehta
Contact Number: 9599107394

11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, contents, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this Agreement and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this Agreement shall return such information to the requesting Party.

12. Indemnity:

Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other and its affiliates, officers, directors and employees (the "Indemnified Party") from and against any losses arising out of, or relating to, any claim arising on account of:

1. Infringement of other or third party' intellectual property rights;
2. Negligence, fraud, or willful misconduct, acts or omissions, in connection with this MOU; or
3. Breach of confidentiality obligations set forth in this MOU.

Skill Clout's liability not to exceed the contract value.

13. Section headings:

Section headings have been included in this Agreement merely for convenience or reference. They are not to be considered part of, or to be used in interpreting this MOU.

14. Termination:

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their professional endeavor that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

15. Severability:

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

16. Entirety & Amendment:

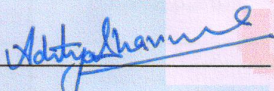
This MOU contains the entire understanding between the Parties in relation to the Program. If during the operation of MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of TMU & Skill Clout. Such changes will be formalized in writing as an 'Addendum' to this MOU.

Governing Law, Jurisdiction and Arbitration:


- a. This MOU shall be governed exclusively by Indian Laws.
- b. In the event of any dispute or difference between the Parties hereto, the courts in New Delhi alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in New Delhi.
- c. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be New Delhi, India.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU as on the day, month and year first hereinabove written

For Teerthankar Mahaveer University


Name: Dr. Aditya Sharma
Designation: Jt. Registrar (Governance)
Date: 18 January 2019
Joint Registrar-Governance
Teerthankar Mahaveer University
Moradabad

For Skill Clout


Name: Madhu Mehta
Designation: CEO
Date: 18 January 2019