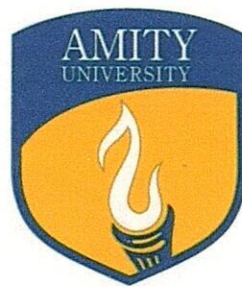


MEMORANDUM OF UNDERSTANDING

Between

AMITY UNIVERSITY MADHYA PRADESH GWALIOR



And



SIMPLIFYING SKILLS
TRANSFORMING EDUCATION

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as "**Agreement**") is entered into and executed at New Delhi on the **14th November 2022** between:

AMITY UNIVERSITY MADHYA PRADESH (AUMP) established by Ritnand Balved Education Foundation (RBEF) vide Madhya Pradesh Government Legislature Act of 2010 with the view to promote professional, industry-oriented education in the state of Madhya Pradesh. Amity University Madhya Pradesh Located on sprawling campus of 102 acres of land opposite Gwalior Airport, imparts modern, practical and research-oriented courses which will lead to the development of professionals who are employable and industry ready. This in turn will drive the socio-economic uplift of the region. Amity University Madhya Pradesh imparts education in almost all areas including management, engineering, architecture, biotechnology, law, communication, behavioural science, fine arts, fashion etc.

The University was ranked under Top 200 in the University Category by National Institutional Ranking Framework (NIRF) India Ranking 2020 and Amity School of Engineering and Technology Was all India ranked 153rd in the year 2022, 154th in the year 2021 and 162nd in the year 2020 in Engineering Category. Amity University Madhya Pradesh was awarded as the Best Private University in Madhya Pradesh in 2014 by CMAI Association of India and in years 2017, 2018 2019 and in 2022 by Dialogue India Group. Amity University Madhya Pradesh was also awarded Excellent Higher Education University in India by CMAI Association of India in 2017. The University was awarded "Utkrisht Vishwavidyalaya Samman" by Madhya Pradesh Private University Regulatory Commission, Bhopal in 2018. The University has been bestowed with 'Excellent University Award 2020' by Zee News. AUMP has been awarded a Five Star Rating under "Eat Right Campus" Competition conducted by Food Standard, Safety Authority of India under the aegis of "Eat Right India" campaign launched by Govt, of India. (herein called first party)

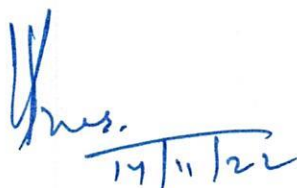
AND

A M/s **Simplifying Skills Consultants LLP** a company/ Firm incorporated under the provisions of Companies Act, 1956. and having Corporate Identity Number (CIN) **AAL-1089**, having its registered office **M3M Marina, N-2 2003, Sector-68, Gurgaon, Haryana - 122118** (hereinafter referred to as "**Service Provider**" which expression shall also unless repugnant to the subject or context or meaning thereof shall mean and include its successors, administrators and permitted assigns) through its Authorized Signatory **Mr. Ram Sharma**, duly Authorized to sign and execute this Agreement vide Board Resolution dated 12th August, 2022, the party of the **SECOND PART**.

The Institute and the Service provider are hereinafter individually referred to as '**the Party**' and collectively referred to as '**the Parties**'.

WHEREAS:

1. The Amity University, Madhya Pradesh is engaged in providing Professional and Industry oriented education in the state of Madhya Pradesh. University offers a wide variety of Programmes in its constituent Institutes for students, few of which are B.Tech, BBA, MBA, etc, in different technical, management and skill development subjects.
2. The Service Provider is engaged in the business of providing Educational Services.


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3. The Service Provider has represented that it has requisite skills, experience, resources and abilities, capable to perform the obligations under this Agreement and has rendered similar services or services of similar scale for various other clients and is desirous of rendering such services to the Institute.
4. The Amity University Madhya Pradesh has agreed to engage & appoint the Service Provider to undertake and render Services as mentioned in the Scope of Work.
5. The Service Provider represents, warrants and undertakes that it is capable of delivering and rendering students' admission to various Institute products Services as mentioned in the Scope of Work.
6. The Parties now express their concerns and desire to document the terms and conditions under which duties and obligations of the parties to render the aforesaid services have been specifically set out.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Scope of Work

The Amity University, Madhya Pradesh shall recommend their students from various technical and non-technical degrees from first year to final year batches for Simplifying Skills fellowship program 2022. The service provider shall thereafter will conduct fellowship program wherein they will deliver following scope of work as part of Fellowship program-

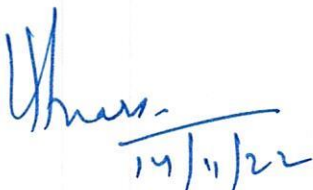
Simplifying Skills fellowship programme 2022 will focus on Students' achievement, overall growth, and understanding of the principle of 'learning by doing'.


All participants will get complimentary internships and industry workshops in accordance with **AICTE** requirements. Students may learn and enhance their talents here, travel overseas for NASA certification, Harvard and MIT visits, do their required internships, and get placed in top organisations with the highest salaries.

2. Deliverables

Simplifying Skills fellowship programme 2022 is beneficial for all students who will participate from across India which we have segmented upon surveying and training thousands of students. It benefits from the best students in the market to few struggling one's to help and grow in their career. Few USPs of this program are as follows:

- **Knowledge Travel Program:** 40 students from PAN India will travel to MIT and HARVARD for two weeks.
- **Global Placements:** 4250 students from PAN India will be placed in packages ranging from 35 lacs for the top package to 5.5 lacs on average.
- **Internships, Boot camps and Training:** The best businesses and cutting-edge technologies, including data science, full stack development, machine design, and highway development, will offer free training and internship possibilities to all students as part of the Fellowship Program


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3. Duties & Representation

3.1 The Amity University, Madhya Pradesh represents, warrants and undertakes to convey the message to the prospective students, strictly in lines as provided by the service provider.

3.2 The Amity University, Madhya Pradesh shall use only those promotional material which has been supplied by the Service Provider. The contents of those materials will be controlled by the Service Provider, and no addition or deletion is allowed in the contents. The Service Provider will provide any revised material to the Institute.

3.3 The Service Provider, while representing the Institute to any of the third party shall not make any representation with respect to functionality, cost on behalf of the Institute except as in conformity with the instructions issued from time to time by the Institute.

3.4 The Amity University, Madhya Pradesh shall recommend students for Simplifying Skills fellowship program 2022 and get the students registered on the Service providers website along with the payment of fees.

4. Fees

4.1 The Service Provider shall provide the Services as mentioned in Scope of Work to the Institute for Fees of Rs. 1990 /- per student. The fees payable by the Institute shall be after deducting necessary taxes.

4.2 GST of Rs 359 /- per student and other applicable taxes, if any will be additionally levied on all payments at the prevailing rate.

4.3 Participation by the students will be on voluntary basis.

5. Assignment

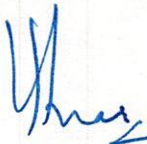
The Service Provider shall not assign, delegate or transfer any rights, duties or obligations hereunder or interests herein without the prior written consent of the Institute at any time and any such assignment shall be null and void, except for what has been agreed between the Parties.

6. Relationship Between the Parties

The Parties to this Agreement are independent of each other. Neither Party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party unless expressly provided herein. This Agreement shall not be interpreted or construed to create an association, joint venture, Agency, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.

7. Confidentiality

The Parties recognize that each of them will be given and have access to confidential and proprietary information of the other. The Parties undertake not to use any of such confidential information for their own corporate purposes or for any purpose without the prior written consent of the Party owning such information and shall use their best efforts to keep confidential, and to cause their respective directors, employees, officers, affiliates, associates and any other persons to whom the above mentioned information is provided to keep such information strictly confidential, and not to disclose in divulging any confidential information to any of the third party which shall also include Party's confidential and proprietary information.


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During the subsistence of this agreement and also for at least 3 months from the due date of termination thereof. The obligations of confidentiality shall not apply to any information that:

- a. Was developed independently by the Parties;
- b. Was known to the receiving party prior to its disclosure by the disclosing Party;
- c. Has become generally available to the public (other than by virtue of its disclosure by the receiving Party);
- d. if required in any report or public announcements or disclosures to be submitted to, or made pursuant to the requirements of, any governmental or regulatory body;
- e. If required in response to any summons or in connection with any litigation; or
- f. If required to comply with any law, order, regulation or ruling applicable to any Party hereto.

Provided that prior to any disclosure in respect of a request to disclose confidential information under the aforesaid sub-clauses (d), (e) and (f), the Party required to make the disclosure must firstly, notify the other Party owning such confidential information and secondly, it shall only disclose so much of confidential information to the authority compelling disclosure, as is required by law.

Following termination of this Agreement or the Agreement coming to an end whichever is earlier, the Parties shall return to each other within 10 days from termination, all documents and information belonging to such person and all copies thereof in the possession or under the control of either of the Parties which does not own such property and all confidential information in whatever media in respect of this transaction contemplated hereunder.

8. Indemnity

The Service Provider shall indemnify and keep indemnified and hold harmless at all times during the tenancy of this agreement to the Institute against any claim or responsibility, cost and penalty whatsoever which may arise due to, as a result of or consequence of its or its personnel's (a) acts, commission, negligence and/or omission and/or failure to discharge its Services and/or (b) misrepresentation / fraud/ illegal activities to fulfil its scope of work under this Agreement, (c) breach of terms and condition of this Agreement (d) breach of applicable laws, rules, regulations, guidelines (e) breach of handing over of intellectual property rights (f) breach of confidentiality.

9. Term

This Agreement shall be effective from 2022 to 2026, unless mutually extended by the Parties in writing or sooner as may be determined mutually by the Parties.


10. Termination

During the Term, neither Party shall have the right to terminate this Agreement, unless a party is in breach of any of its obligations or terms contained under this Agreement and such default remains 'uncured' after a period of 15 days' notice by the non- defaulting party. Further, if at any time during the tenure of this agreement, any service or part of service rendered by the Service Provider to the Institute is found to be not satisfactory, the Institute reserves the right to

terminate this agreement, specifying & highlighting the reasons of dissatisfaction by giving 7 days' notice in writing to the Service Provider.

11. Force Majeure

Neither the Service Provider nor the Amity University, Madhya Pradesh shall be liable to either of the parties for any failure or delay in its performance due to any cause beyond its control including war, acts of god, earthquake, riot, sabotage, government acts and other similar events terrorist act,


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epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, , changes in laws or regulations, national strikes, fire, explosion etc.

12. Amendment OR Modification

No amendment, change or modification to this Agreement shall be valid unless it is mutually agreed by the parties and shall be signed by the parties thereof.

13. Additional Work

The parties hereby agree that additional works, if any required to be undertaken which do not fall within the Scope of Work, shall entail a separate fee. The Service Provider shall first provide a proposal/quotation of the fee for the additional works and seek prior approval from the Institute, before assuming any additional work. Thereafter, upon both Parties agreeing to the proposal, the Service Provider shall then raise separate invoice for such additional work approved for payment by Institute.

14. Severability

If any provision contained in this Agreement or any portion thereof is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect, legally enforceable in the eyes of law.

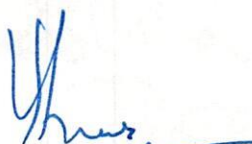
15. Governing Law

This Agreement shall be governed by and construed in accordance with the applicable laws of India.

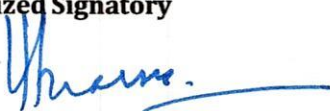
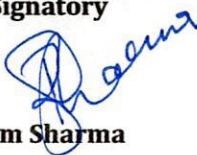
16. Dispute Resolution

All disputes between the Parties of whatever nature shall be communicated to each other through a written representation and the Parties shall endeavour to resolve the same amicably within a period of 15 days, failing which the parties shall try to resolve disputes amicably and if the dispute is not so resolved, the parties shall refer the dispute to the exclusive jurisdiction of Sole Arbitrator to be appointed by the Institute, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the place of Arbitration shall be at New Delhi. The Courts at New Delhi shall have jurisdiction to resolve the disputes, in the absence of Arbitration proceedings.

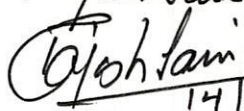
In WITNESS WHEREOF; the above-mentioned Institute and the Service Provider have caused this agreement to be executed as of the day and year written below:


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For AMITY UNIVERSITY MADHYA PRADESH,GWALIOR	For SIMPLIFYING SKILLS TRANSFORMING EDUCATION
<p>Authorized Signatory</p>  <p>Name: Lt Gen VK Sharma, AVSM (Retd) Designation: Vice Chancellor Email : ycaump@gwa.amity.edu Place: Gwalior Date: 14.11.2022</p>	<p>Authorized Signatory</p>  <p>Name: Mr Ram Sharma Designation: Founder and CEO Email : connect@simplifyingSkills.com Place: Gwalior Date:14.11.2022</p>

Witness (First Party)

Rajesh Jain

14/11/2022
Signature and Name

Witness (Second Party)

ATUL SHARMA

Signature and Name