

This Memorandum of Understanding ("MOU") dated 17th January 2025

BETWEEN

Learnet Skills Limited (Learnet Skills), as **First Party**, a company incorporated in India having its Office at "D-114, Pocket C, Okhla I, Okhla Industrial Area, New Delhi, Delhi 110020". Learnet Skills is a joint initiative of SCHOOLNET INDIA LTD and National Skill Development Corporation (NSDC). Learnet Skills has been implementing various skill development programs with support from various ministries/departments of central and state governments, corporate and other institutions represented by its Assistant Vice President Mr. Ramesh Petwal

AND

Swami Rama Himalayan University (SRHU), as **Second Party**, a university established under section 2(f) of UGC Act, 1956 vide Uttarakhand State Act, having its campus at Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand- 248016 represented by its Registrar Dr. Mukesh Bijalwan.

SWAMI RAMA HIMALAYAN UNIVERSITY, and Learnet Skills are individually referred to as '**Party**' and collectively referred to as '**Parties**'.

Whereas, both the parties aim to establish a collaboration to deliver skills training programs, specifically focusing on the **Graduate Employability Enhancement Training (GEET)** program in the **service sector**. The goal is to enhance the employability of graduate candidates (candidates from SRHU Alumni database & graduates from the nearby community and colleges) by providing them with the necessary skills through training.

NOW THEREFORE, in consideration of the representations made and pursuant to the mutual covenants and agreements herein contained, the Parties hereto do hereby agree as follows:

1. Term of the MoU:

Learnet Skills and SWAMI RAMA HIMALAYAN UNIVERSITY intend to work together for a period of 01 years from the date of execution of the MoU. However, the tenure of MoU may be renewed for successive annual terms, as may be mutually agreed to, in writing by both parties.

2. Short Term Skills Training Program Details:

Sl. No	Course Name	Sector	Course Duration	Target group
1	Graduate Employability Enhancement Training (GEET)	Service sector	80 hrs	Graduate candidates



3. Commercial :

Learnet Skills has mobilized the fund to support this initiative for the current year under its CSR business. Both parties shall annually review and assess their contributions, in accordance with a mutually agreed framework.

4. Roles and Responsibilities - Learnet Skills

- i. Candidates orientation and counselling
- ii. Career Readiness Test to shortlist candidates
- iii. Batch formation
- iv. To prepare academic calendar in consultation with SRHU.
- v. To prepare timelines for candidate selection, trainers deployment, conduct of classes & placement drives etc., in consultation with SRHU.
- vi. Identification and deployment of trainers
- vii. Administering the training program
- viii. Conducting placement drives
- ix. To provide the training content (Session Plan, Participant Handbook etc.)
- x. Deploy qualified trainers for delivery of the training program/s.
- xi. Install necessary brandings inside the training facility.
- xii. Provide training consumable, as required for the training.
- xiii. Conduct assessments (formative & summative)
- xiv. Issue Learnet 'Course Completion Certificates' to successful trainees.
- xv. Prepare regular progress reports detailing course completion figures and post-training employment statistics.
- xvi. Maintain accurate and complete records relating to the activities and obligations under this MoU.

5. Roles and Responsibilities – SWAMI RAMA HIMALAYAN UNIVERSITY

- i. Provide training infrastructure to run the classes (Classroom, Computer lab, Internet, Electricity, Drinking water, Washrooms, Counselling room etc.) as per the academic calendar.
- ii. Mobilization of candidates for training from Alumni database.
- iii. Facilitating in placement drive by providing Interview room, employer room etc.)
- iv. Allowing graduates from the nearby community and colleges to be a part of training program, with the selection process determined by both parties and to ensure that candidates may avail the benefit from the program under this MoU.
- v. Ensuring candidate's attendance, information circulation through college outreach channel.
- vi. Facilitating trainers identification.

6. Representation & Warranties: -

Each party represents and warrants to the other party that:



- i. Each party has the full legal right, power, and authority to enter into this MoU and perform its obligations under it. The execution, delivery, and performance of this MoU have been duly authorized by all necessary corporate or organizational actions, and this MoU constitutes a valid and binding obligation on each party.
- ii. Each party is in full compliance with all applicable laws, regulations, and governmental orders necessary to perform its obligations under this MoU and shall continue to do so throughout the term of this MoU.
- iii. The execution and performance of this MoU by each party will not violate, infringe upon, or conflict with any existing contracts, agreements, or intellectual property rights held by any third party.
- iv. There are no claims, lawsuits, or legal proceedings pending or, to the best of each party's knowledge, threatened against it that could materially affect its ability to fulfill its obligations under this MoU.
- v. Each party has the necessary resources, skills, and personnel to perform its obligations under this MoU and is fully capable of fulfilling the responsibilities assigned to it.
- vi. Any information, documents, or materials provided by each party to the other in connection with this MoU are, to the best of its knowledge, accurate, complete, and truthful.
- vii. The execution and performance of this MoU by each party do not conflict with, and will not result in any breach or default under, any other agreement, contract, or obligation to which the party is a signatory or by which it is bound.

7. Confidentiality & Non-Disclosure

- (a) Both parties shall severally take all necessary care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which they are intended. "**SWAMI RAMA HIMALAYAN UNIVERSITY**" and "**LEARNET SKILLS**", shall not disclose any Confidential Information to anyone other than the employees of either organization who have a need to know the Confidential Information and/or the statutory authorities. The obligation of the confidentiality shall subsist until the expiration or sooner determination of this MoU. Any breach of confidentiality shall result in immediate termination of this MoU and may lead to legal action.
- (b) Upon the cessation of this MoU either by termination by the parties or by efflux of time, either party shall deliver to the other all documents, plans, drawings, sources, electronic media or any other source or papers in any way relating to the affairs of each other, which may be in its possession or under its control.

8. Indemnification:

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), along with its officers, employees, agents, affiliates, and contractors, from and against any and all claims, actions, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees), and any other consequences that arise out of or in connection with:



- i. Any act, omission, or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this MoU.
- ii. Any breach of the representations, warranties, or obligations set forth in this MoU by the Indemnifying Party.
- iii. Any claim that the Indemnifying Party's use of any intellectual property (including logos, trademarks, or content) infringes upon the rights of a third party.
- iv. Any third-party claims arising out of the Indemnifying Party's actions or omissions in the course of performing its responsibilities under this MoU.

9. Modification:

This MoU may be modified, through a written document signed by duly authorized representatives of both parties.

10. Termination:

Termination: Either party may terminate this MoU upon 30 (Thirty days) calendar days' notice in writing to the other party. However, any outstanding projects shall be completed to the satisfaction of all the parties involved unless it is mutually agreed otherwise.

11. Compliance with laws:

“SWAMI RAMA HIMALAYAN UNIVERSITY” and “LEARNET SKILLS”, shall at all times and at its own expense will strictly comply with all applicable laws, rules, regulations, data protection compliances, and Governmental orders and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

12. Governing Law & Dispute resolution:

- (a) This MoU shall be governed according to the laws of India, and each Party shall submit to the jurisdiction of the Courts at Dehradun, Uttarakhand, India.
- (b) Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties. If such resolution is not possible then unresolved disputes or differences shall be referred to arbitration which shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award, which shall be final and binding on the Parties. Pending the submission of and/or decision on a dispute, difference or claim or till the arbitral award is published; the Parties shall continue to perform their entire obligation under this agreement without any prejudice to a final adjustment in accordance with the award. The place of arbitration is New Delhi



13. General Provisions:

(a) **No waiver:**

The failure of either party to assert any of its rights under this MoU shall not be deemed to constitute a waiver of that party's right thereafter to enforce each and every provision of this MoU in accordance with its terms.

(b) **Notice:**

All notices required or permitted by, or made pursuant to, this MoU shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to Learnet Skills: **Learnet Skills Ltd.**

Address : D-114, Okhla Industrial Area, Phase-I, New Delhi - 20

If to : Swami Rama Himalayan University

Address :

E-Mail :

All such notices shall be deemed to have been received as follows:

- (i) if by facsimile, twenty-four (24) hours after transmission, and
- (ii) if by registered, first class airmail, upon receipt of acknowledgement of delivery

(c) **Force Majeure**

Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all the terms of this MoU resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this MoU be prevented for a period longer than six months, then the other party shall have the right to terminate this MoU

(d) Each party acknowledges that it is acting independently and not as an agent or representative of the other. Neither party shall make any representation, express or implied, that it has the authority to act on behalf of the other party or to assume or create any obligation or liability for or on behalf of the other party.



- (e) Neither party shall use, display, or otherwise incorporate the other party's name, logo, trademark, or any other intellectual property ("Intellectual Property") without prior written consent, except as specifically provided in this MoU.
- (f) Both parties agree to meet periodically to review the progress of the activities outlined in this MoU. Reports on the status of key deliverables will be provided at mutually agreed intervals. Both parties shall cooperate in providing the necessary data, resources, and support for effective monitoring.
- (g) Any intellectual property created during the course of this MoU, including but not limited to inventions, patents, copyrights, and trademarks, shall be owned by Learnet Skills Ltd. & SRHU collectively.
- (h) The provisions of this MoU that by their nature are intended to survive termination, including but not limited to confidentiality, indemnification, and dispute resolution provisions, shall continue in full force and effect after the expiration or termination of this MoU.
- (i) Neither party shall assign or transfer any of its rights or obligations under this MoU to any third party without the prior written consent of the other party.

14. Severability:

If any of the provisions of this MoU are declared to be invalid, such provisions shall be severed from this MoU and the other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

Learnet Skills Ltd.



Mr. Ramesh Petwal
Assistant Vice President

Witnesses:

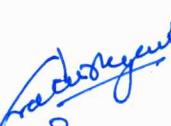

Umashankar
Centre Incharge &
Placement / Training
Project Coordinator

Swami Rama Himalayan University



Dr. Mukesh Bijalwan
Registrar

Witnesses:


Prateek Deyani
Coordinator, Registrar office.