

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on 1st day of July, 2022 ("Execution Date"), by and between:

Seekify Technologies Private Limited, doing its business in the name of **Seekho** is a private limited company incorporated under the Companies Act, 2013, holding corporate identification number U74999DL2019PTC351181 and having its registered office at 2nd Floor, C-46, Neeti Bagh, Delhi-110049, India (hereinafter referred to as "**Seekho**" or "**Service Provider**" which expression shall unless repugnant to the context include its successors, affiliates and its permitted assignees) of the **FIRST PART**;

AND

Institute of Business Management, GLA University having its registered office at 17km Stone, NH-19, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281406 (hereinafter referred to as "**Institute**" or which expression shall unless repugnant to the context include its successors, affiliates and its permitted assignees) of the **SECOND PART**.

(Seekho and **GLA University** hereinafter collectively referred as "Parties" and individually as "Party".)

WHEREAS:

- A. Seekho represents that it is *inter alia* engaged in the business of **Upskilling Students with Industry relevant knowledge**.
- B. The Parties are desirous of entering into an arrangement whereby the importance of industry-based knowledge and practical knowledge in promoting industry collaboration and increase contribution to economic development;
- C. Parties have agreed that the terms and conditions as set out in this MOU shall form the basis of such engagement.

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

1. SCOPE

1. **Institute** hereby appoints and engages Seekho, and Seekho hereby accepts this appointment and shall execute a Industry relevant Training program to the students as per Annexure - 1.

2. DUTIES AND RESPONSIBILITIES

1. Seekho shall develop and design the course curriculum, and delivery plan for lectures ("**Deliverables**") and further engage such faculty or experts to train and impart knowledge to the candidates enrolled to receive such Services through the utilisation of the Deliverables.
2. Seekho shall ensure that the candidates enrolled to receive such Services through the medium of Deliverables are equipped with practical training and skills in such manner as may be mutually decided between the Parties.
3. **Institute** shall establish an eligibility criterion including but not limited to the assessment of the pre-requisite skills of the candidates enrolled to receive such Services.

4. **Institute** shall oversee and monitor the candidates enrolled to receive the Services which shall include but is not limited to compiling and collating the attendance registers, timely submission of assignments and any other such requisites.

3. SERVICE FEES AND PAYMENT TERMS

1. **Institute** shall pay to Seekho and Seekho agrees to accept from the **Institute** as full compensation for the Services provided hereunder at the rates, and according to the terms and conditions set forth in **Annexure 2** of this MOU.

4. TERM AND TERMINATION

1. This MOU shall come into effect as of the Execution Date and shall continue to be in full force and effect, unless terminated as per the terms of this Clause 4.
2. Either Party may terminate this MOU at any time by giving not less than 60 days prior written notice to the other Party to this effect.
3. In the event of termination of this MOU by either party for any reason, both the parties under this MOU shall fulfil their duties and responsibilities in relation to previous batches onboarded and discharge payment obligation as the case may be.

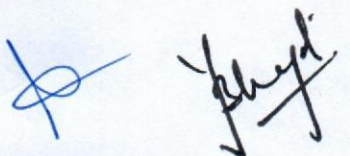
5. CONFIDENTIALITY

1. Each Party shall keep all information and other materials passing between it and the other Parties in relation to the transaction contemplated by this MOU as well as the existence and the terms and conditions of this MOU ("**Information**") confidential and shall not, without the prior written consent of the other Party, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this MOU.

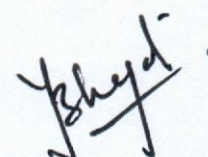

6. INDEMNIFICATION

1. Each Party shall, at its own cost and expense, indemnify, defend or at its option settle, and hold the other Party and its employees harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of any provisions of this MOU and/ or its representations, warranties and/or undertakings by such Party.

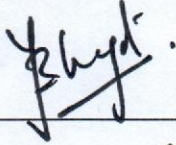
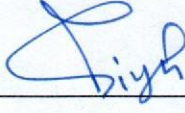
7. MISCELLANEOUS



1. Notices: Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this MOU shall be in writing and may be given by facsimile, by personal delivery or by sending the same by courier or registered post at the address or e-mail address provided in this MOU.
2. Governing Law and Jurisdiction: This MOU shall be interpreted and governed in all respects by the laws of India. The Parties agree that the courts of New Delhi, India alone and no other courts shall have the jurisdiction to entertain and try any disputes arising from and out of the provisions of this MOU or any other agreement related hereto.
3. Assignment: Neither Party shall be entitled to assign, sub-contract, transfer, or pledge to a third party, or create any encumbrance whatsoever, over any of its rights and obligations under this MOU without the written consent of the other Party.
4. Amendment: Any amendment or variation of the terms of this MOU shall be valid only if mutually agreed and executed in writing by or on behalf of both the Parties.
5. Relationship of the Parties: Seekho and Institute are independent contractors for the purpose of this MOU. Neither the execution, delivery nor performance of this MOU will be construed to constitute either party as an agent or representative of the other for any purpose. Neither the execution, delivery nor performance of this MOU will be deemed to establish a joint venture or partnership between the Parties. Except as otherwise provided herein, neither Party has the authority to (i) bind the other Party by or to any contract, representation, understanding, act or deed, (ii) represent that either Party is an agent of the other Party, or (iii) represent that either Party is responsible for the acts or omissions of the other Party.
6. Severability: If any term, provision, covenant, or condition of this MOU is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change.
7. Entire Agreement: This MOU along with the Recitals constitute the entire agreement between the Parties with respect to its subject matter and supersedes all prior written or oral negotiations and/or agreements between the Parties with respect thereto and there are no other representations, understandings or agreements between the Parties relative to such subject matter.



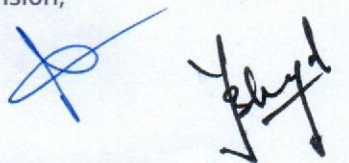
IN WITNESS WHEREOF, each Party has caused this MOU to be signed and delivered by its duly authorised representative as of the Execution Date.

For and on behalf of SEEKIFY TECHNOLOGIES PRIVATE LIMITED	For and on behalf of GLA University
 Name: Arihant Jain Designation: Director (YASHOVARDHAN BHAGAT) HEAD OF BUSINESS	 Name: Ashok Kumar Singh Designation: Registrar

Witness:-

From Seekho

From GLA University





Scope of Work

Program Name	MBA - LSCM
Program Type	2 Years Post Graduate Degree
Contract Valid Till	Unless Terminated
Fee Per Student excluding GST (To be collected by Institute)	INR 5,15,000 (Five Lac Fifteen Thousands Only)
Seekify Share	INR 66,000 (INR Sixty Six Thousands Only) (Exclusive of GST)

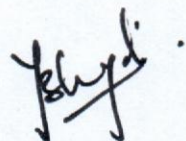
Responsibility of Seekho & Institute

	Task	Task Owner
1	Candidate Acquisition	Institute + Seekho
2	Training Cost	Institute + Seekho
3	Marketing	Institute + Seekho
4	Attendance Capturing	Institute
5	Industrial Visit	Facility Arrangement - Seekho Transport & Logistics Cost - Institute
6	Curriculum design	Institute + Seekho
7	Trainer Acquisition	Institute + Seekho

8	Certificate Provision	Seekho
9	Degree Provision	Institution
10	Placements Assistance (3 interview Guaranteed)	Seekho

S. No.	Code	Module Name/Academy Name	Credit	Trimester	Hours	Certified By
1	MLSC0006	Basics of Supply Chain Management	3	1	30	Seekho
2	MLSC0010	Logistics Management	3	2	30	Seekho
3	MLSC0030	GST and Logistics Documentation	3	3	30	Seekho
4	MLSC0031	Principle of ERP	3	3	30	Seekho
5	MLSC0029	Procurement and Inventory Management	3	3	30	Seekho
6	MLSC0032	Analytics for Supply Chain	3	4	30	Seekho
7	MLSC0034	Warehouse Management	3	4	30	Seekho
8	MLSO0005	Liner Shipping Business	3	4	30	Seekho
9	MLSC0036	Commercial Geography	3	5	30	Seekho

10	MLSO0006	Recent Trends in E-Commerce	3	5	30	Seekho
11	MLSO0004	Global Trade Operations and Logistics	3	5	30	Seekho

Placement Assistance -

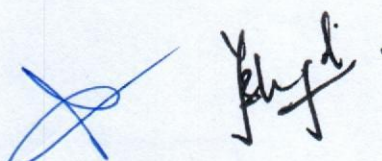
Item	Included as Offering (Y/N)	Timeline (Tentative Month)
PDP/ Placement Preparation	Yes	
Internship	Yes	2 Month
Job Interviews	Yes	3 Interviews

Training Delivery -

- Training Start Date - August Every Year
- Training Duration -24 months per batch (given there are no hindrances)
- Mode of delivery - Offline

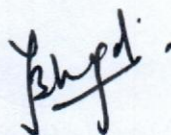
Responsible persons from both parties -

Department	University SPOC	Seekho SPOC
Training Delivery	Dr. Satendra Kumar Yadav Email – Satendra.yadav@gla.ac.in Number - 7017957987	Name - Dheeraj Srivastava Email - Dheeraj@seekify.com Number - 9792002008
Placement		
Finances		



OJT/ Job Terms & Conditions

1. Seekho will give you 3 interview opportunities as per your skill set and recommended profile, which has to be accepted within the subscription period.
2. After that the placement assistance will be lapsed and no further opportunities will be given.
3. Interview/ job opportunity cannot be skipped without informing any valid reason on mail. Otherwise it will be counted in your account.
4. Placement can be given in any location of Pan India. However, preferred location can be taken into consideration but not committed.
5. Seekho will not bear the cost of your travel to the joining location or interview location.
6. Once the candidate is selected in a particular company and the Letter of Intent is released, no further opportunity will be given.
7. Placement Terms and Conditions to be validated by Seekho Corporate Team




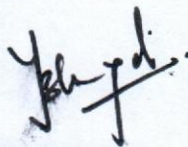
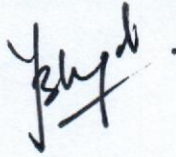
SERVICE FEES

Subject to the terms of the MOU, the institute shall pay to the Seekho, and the Seekho agrees to accept from the institute as full compensation for the Services, as follows:

1. **Fee:** During the Term of the MOU, the Seekho shall be entitled to receive a service fee of INR 66,000 (INR Sixty Six Thousands Only) of the total collected fee candidate according to schedule of payment, exclusive of all applicable taxes, levies, cess etc. (the "Service Fee").
2. **Expenses:** Unless otherwise agreed to in writing by the institute, the institute shall have no direct or indirect obligation to pay, reimburse or otherwise bear any rates, taxes, fees, costs, expenses, or other charges or amounts whatsoever and it is being understood that all Services shall be performed by Seekho at the sole cost, risk and expense of Seekho.
3. **Invoicing and Payment:** Seekho shall submit the invoices to the Institute at the end of each calendar month. Institute shall pay the invoice amount by way of credit to the bank account of the Seekho within 30 days from the date of receipt of the invoice, details of which shall be shared by the Seekho along with the invoice. Seekho shall solely bear any transaction or other costs associated with such payments, including without limitation, costs associated with currency conversion or wire transfer fee. It is hereby clarified that the Institute shall be liable to pay the Service Fee for only those invoices which are not disputed by the Institute pursuant to reconciliation of the accounts of the Parties. In case of any modification agreed to by the Parties in relation to an invoice(s), the Seekho shall take reasonable steps to rectify the same within 30 days of such MOU between the Parties. Payment terms are as below -

S.No.	Event	%age of Service Fee
1.	On the Completion of Trimester 1	25%
2.	On the Completion of Trimester 2	25%
3.	On the Completion of Trimester 3	25%
5	On the Completion of Trimester 5	25%

4. **Service Fee constitutes full payment:** Seekho agrees and acknowledges that the Service Fee paid to it by the Institute is full, adequate and complete compensation for the Services rendered by Seekho and for all obligations of the Seekho under this MOU.



SEEKHO POLICIES

Seekho has predefined working policies to ensure smooth working between partners. These policies are maintained as below:

1. [BUSINESS WORKING SOP](#)
2. [PLACEMENT POLICY](#)
3. [ESCROW POLICY](#)
4. [TRAINING STANDARD OPERATING PROCEDURE](#)

Please be advised that it is imperative to continuously review the updated policies available on the links provided above. This notice serves as a reminder to all parties that any changes to the aforementioned policies will be reflected in the updated versions posted on the provided links.

