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Unique Doc. Reference	:	SUBIN-CHCH-SELF06028237560098X
Purchased by	:	AYUSH CHAUHAN
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	MEMORANDUM OF UNDERSTANDING BETWEEN ALLSOFT SOLUTIONS AND SERVICES AND HRIT UNIVERSITY
Consideration Price (Rs.)	:	100 (One Hundred only)
First Party	:	ALLSOFT SOLUTIONS AND SERVICES
Second Party	:	HRIT UNIVERSITY
Stamp Duty Paid By	:	ALLSOFT SOLUTIONS AND SERVICES
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

₹100

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-CH54834105219620X

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For Allsoft Solutions & Services Pvt. Ltd.

Director

Registrar
HRIT UNIVERSITY
Ghaziabad

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between Allsoft Solutions and services Private Limited, IBM Worldwide Business Partner E-39, Phase-8 Industrial Area, Sector-72 Mohali, Punjab 160055 India and HRIT University, kilometer, Milestone Delhi, Meerut Rd, Duhai, Ghaziabad, Uttar Pradesh 201003.

WHEREAS, and Allsoft Solutions have entered into discussions concerning Allsoft Solutions' provision of technology products and services for Customer;

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

2. Termination

This MOU will be **for a period of five years effective admission cycle starting 2025** unless extended or terminated earlier. This MoU can be extended upon written agreement of the parties. If at any time any party wishes to withdraw with the subject matter of this MOU, it may do so with or without cause and without liability by providing the other party with written notice of thirty days of its intention to withdraw. All discussions, HRIT proposals will be null and void if terminated. However, the termination will not affect the terms of agreement in respect of the students already enrolled.

3. CONFIDENTIAL INFORMATION

3.1 All Confidential Information of either Party shall be deemed to be confidential to such party and shall remain the exclusive property of such party during and after the Term of this Agreement. For the purpose of this agreement," **CONFIDENTIAL INFORMATION**" shall mean all the non-public, confidential or proprietary technical or business information of a Party, including without information

(a) proposals, forms or concept notes;
(b) financial statements and other financial information;
(c) students present or prospective, faculty and staff information of each Party; and (d) the material terms of this agreement and the relationship between the parties;

provided, however, the save and except those that are set out herein above, all other information will be considered confidential only if it is conspicuously designed as "confidential," or if provided orally, identified at the time of disclosure as confidential, or is provided under circumstances in which the receiving part should reasonably understand that such information is confidential.

3.2 Each Party shall keep in strict secrecy and confidence all confidential Information of the other Party and shall not during the term of this Agreement or thereafter use the other Party's Confidential information for its own benefit or disclose or permit any of its employees or agent to disclose, through any medium the other Party's Confidential Information to any other person.

3.3 For the purpose of this Agreement ,confidential Information shall not include information: (a) that is now or subsequently become publicly available without breach of this Agreement by the other Party; (b) that is available to a Party from other sources with any obligation of confidentiality to the other Party; (c) that is already in the party possession not subject to an obligation of confidentiality;(d) that is independently developed by a party without reference to other Party's Confidential Information; or (e) that is required to be disclosed pursuant to any law, rule or regulation or any order of a court or government agency. In the event of (e), with enough time to allow such Party to seek appropriate injunctive relief, and shall be limited to a specific request made in such law, rule or regulation or any order.

For Allsoft Solutions & Services Pvt. Ltd.

For Allsoft Solutions & Services Pvt. Ltd.

Director

Director

Registrar
HRIT UNIVERSITY
Ghaziabad

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3.4 Both Parties hereby agree that they shall not use and/or incorporate any of the other Party's Confidential Information and/or any work created as an outcome of the provision of the services under this agreement (including any work -in -progress or prototypes thereof) in any services performed, work and /or product created by any third party.

3.5 Upon terminated or expiration of this agreement or upon request, each Party shall return all of the other Party's Confidential Information and certify in writing that it has returned all such information and has not kept copies thereof in any medium.

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU will be successfully completed; (ii) the results achieved will be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, thedamaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third-party claim.

5. INDEMNIFICATION

5.1 Each Party shall, at its expenses, identify, defend and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assign from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loses that may occur, arising from or relating to:

a. a breach, non-performance or inadequate performance by such party of any of its updating, obligations or warranties under the agreement;

b. an infringement of such third-party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or

c. the acts, errors, misrepresentations, willful misconduct or negligence of such Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.

5.2 Notwithstanding anything of the contrary contained herein, neither Party shall be liable under the Agreement of any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non -performance of the Agreement due to a Force Majeure Event.

5.3 Neither party nor any of its affiliates nor its or their respective directors, officers, employees, agents or suppliers shall be liable to the other party or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitations, damages resulting from or arising out of the Agreement, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages.

6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

For Allsoft Solutions & Services Pvt. Ltd.

Director

Registrar
HRIT UNIVERSITY
Ghaziabad

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7.   General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

8.   MISCELLANEOUS

8.1 Amendment and waiver: any provision of the Agreement may be amended or waived if, and only if such amendment or waiver is in the waiver is in the writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

8.2 Binding nature: The provision of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assign.

8.3 Entire Agreement: The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements understandings and negotiations, bothwritten and oral, between the Parties with respect to the subject matter of the Agreement.

8.4 Dispute Resolution: any dispute arising between the Parties in relation to this Agreement shall be resolved by a sole arbitrator through arbitration under the terms of the Arbitration and Conciliation Act,1996 at Gurgaon.

8.5 Notice: Unless otherwise indicated, for the purpose of the Agreement, notice and all other communications provided for in the Agreement shall be in the writing and shall be deemed to have been duly given when delivered or mailed by registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the cover page of the Agreement. Either Party may change the addresses for giving notice from time by issuing written instructions to the other Party of such change of address by certified mail, return receipt requested, postage prepaid, by courier, or email and shall be effective upon delivery. Notices may also be delivered to the either Party by hand delivery andshall be effective on such delivery to that Party.

It is understood that this MOU does not purport to cover all aspects of this business relationship.
This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusivestatement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the HRIT University and Allsoft Solutions. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as

Of_____

Allsoft Solutions & Services Pvt Ltd   **HRIT University**

For Allsoft Solutions & Services Pvt. Ltd.

By:_____   By: _____

Name: Mr. Rohit Nanda   Name: VINOD KUMAR

Title: Director   Title:

25-02-2025

Registrar
HRIT UNIVERSITY
Ghaziabad

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Attachment 1–Course Offering

HRIT University shall rollout Learning Path based courses specialized on New Age Technologies in B.Tech CSE, BCA, BBA & MBA aligned with relevant IBM Software delivering all or any of such programs to the students admitting in the program. Allsoft Solutions shall provide reasonable support as set-forth below to have HRIT University commence and conduct this initiative.

Such support may include assistance in the form of providing identified IBM courseware, Participating in BoS, Students program enrolment support, and academic support through Subject Matter Exerts through the Allsoft Solutions.

Following are the proposed activities

Allsoft Solutions
- To support student enrolment in courses and admission activities.
- To share the session plan and instructor details with the university.
- To arrange access to the course material from IBM for the students.
- To ensure the smooth conduct of classes.
- To maintain the attendance, evaluation, and project progress reports of the students.
- To deploy certified and skilled subject matter experts for conducting live online sessions during the current pandemic situation and offline classroom sessions as per university norms and government regulations.
- To support students with access to labs and related troubleshooting.
- To assist in project development.
- To share the list of students with IBM for issuing certificates.
- To support slow learners with extra classes on complex topics.
- To encourage students with prizes for the best performance/project.
- To raise invoices based on headcounts.
- Students will receive a joint program certificate under IBM LMS.

HRIT University
- To appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the program as required
- To promote the program through various channels, develop collateral and market
- To conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations / assessments and issue degree accordingly
- To provide detailed session plan prior a month commencement of session
- To share the student details who apply and enrol to the program as per prescribed format from IBM
- Nominate faculty members for the orientation program by IBM
- To provide the required infrastructure and other support for running the courses as per IBM's specification to IBM or IBM designated Business Partner resources.
- In case of a co-branded Lab setup, to provide a minimum 30 computer lab that can be designated with appropriate signboards creative as provided by IBM, in the campus.

    a. To confirm and process the payments to Allsoft 100% before the commencement of delivery ofsemester.
    b. To arrange and bear the costs of AC accommodation and all time meals for the deputed and visiting resources from Allsoft and IBM SMEs.
    c. To raise PO and collect fees from students.

Upon signing the MoU, an advance payment of Rs. 4,00,000/- will be made, which will be adjusted against the student course fees as per the MoU terms

An amount of Rs. 2 lakhs will be adjusted against the total payable amount for 2025 admission batch semester 1, and the remaining 2 lakhs will be adjusted against total payable for 2026 admission batch semester1, with all other terms remaining unchanged and effective.

Account Details:
M/s Allsoft Solutions and Services Private Limited
ICICI Bank, Sector 15, Chandigarh
C/A 242905000176
IFSC Code ICIC0002429

For Allsoft Solutions & Services Pvt. Ltd.

Director

Registrar
HRIT UNIVERSITY
Ghaziabad

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Joint Program / LMS Access Offerings – Credit Based Learning - Academic Batch 2025

Joint Specialized Program Offerings by IBM for Academic Batch 2025 and onwards

1. Recommended Learning Path for BCA with specialization in Data Science & Artificial Intelligence

Semester	Course	Hours	Training to be conducted by	Minimum students in the batch	Fees Per student per semester + GST
Sem I	Python and Clean Coding	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem II	Data Visualization	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem III	Data Science	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem IV	Machine Learning	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem V	Artificial Intelligence and Deep Learning	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem VI	Industry Project	40+20 (Face to Face & Online)	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620

2. Recommended Learning Path for BCA with specialization in Cyber Security & Forensic

Semester	Course	Hours	Training to be conductedby	Minimum students in the batch	Fees Per student per semester + GST
Sem I	Python and Clean Coding	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem II	Data Visualization	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem III	Identity Access Management	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem IV	Security Intelligence	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem V	Cyber Security	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem VI	Industry Project	40+20 (Face to Face & Online)	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620

For Allsoft Solutions & Services Pvt. Ltd.
For Allsoft Solutions & Services Pvt. Ltd.

Director Director

Registrar
HRIT UNIVERSITY
Ghaziabad

3. Recommended Learning Path for B.Tech with specialization in Data Science & Artificial Intelligence

Semester	Courses	Hours	Training to be conducted by	Minimum students in the batch	Fees Per student per semester + GST
Sem I	Python Programming	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem II	Data Visualization	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem III	Big Data Analytics	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem IV	Data Science	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem V	Machine Learning	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem VI	Artificial Intelligence	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem VII	Advanced Deep Learning	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem VIII	Industry Project	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800

4. Recommended Learning Path for BTech with specialization in Cyber Security & Forensic

Semester	Courses	Hours	Training to be conducted by	Minimum students in the batch	Fees Per student per semester + GST
Sem I	Python and Clean Coding	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem II	Data Visualization	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem III	Identity Access Management	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem IV	Security Intelligence	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem V	Cyber Security	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem VI	Cloud & Data Security	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem VII	Blockchain	40	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800
Sem VIII	Industry Project	40+20	Industry Designated Expert	60	Rs 10,000 + 18% GST= Rs 11,800

5. Recommended Learning Path for BBA with specialization in Business Analytics

Semester	Courses	Hours	Training to be conducte dby	Minimum students in the batch	Fees Per student per semester + GST
Sem I	Analytics for All	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem II	Data Visualization	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem III	Design Thinking	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem IV	Descriptive Analytics	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem V	Predictive Analytics	40	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620
Sem VI	Sectoral Analytics (HR, Operations, Finance, Marketing)	40 + 20	Industry Designated Expert	60	Rs 9,000 + 18% GST= Rs 10,620

Terms and conditions:-

1. Student List Submission
   - The university will provide a list of students participating in the training for the academic session at least one week prior to the start date.
   - The university is responsible for any drop in student numbers, with a maximum allowable reduction of 10 students in total students count.

2. Initial Payment Release
   - Payment must be released within the first month of the start of classes.

3. Proforma Invoice and Invoice Issuance
   - The payment bill will be issued on Proforma Invoice.
   - The invoice will be raised by Allsoft Solutions and services private Limited after the receipt of the payment due to GST implications.

4. Adjustments for Student Count Changes
   - If the number of students increases beyond the initial list provided by the university, billing will be done. accordingly.

5. Responsibility for Internship or Absentee Students
   - The university will pay the for students enrolled in the IBM program undergoing internships or not available for classes.
   - If the university has not charged fees for these students, they may submit a written case to Allsoft Solutions to seek approval for adjustments.

6. University will pay the fees of each and every student (enrolled in IBM program) who has been allowed to appear in university semester examination irrespective of his/her attendance in IBM classes.

7. Pricing Validity
   - The proposed pricing is applicable for students admitting in Academic Session 2025 Only.

Allsoft Solutions & Services Pvt Ltd Ltd.

For Allsoft Solutions & Services Pvt. Ltd.

By:_____
Director
Director
Name: Mr. Rohit Nanda
25-02-2025

Title: Director

HRIT University

By: _____

Name: VINOD KUMAR

Title: Registrar

Registrar
HRIT UNIVERSITY
Ghaziabad

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