



தமிழ்நாடு தமில்நாடு TAMILNADU

14 AUG 2025

DG 135408

N. JYOTHISELVAM
STAMP VENDOR
L. No. 09CH(S) 2003.
Parameshwaran Nagar,
Sholinganallur, Chennai - 110

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is hereby made and entered into on [20-08-2025] June' 2025 at Greater Noida, Delhi NCR.

Between

GUVI HCL Geek Network Pvt. Ltd., a company incorporated under the provisions of Companies Act 2013, having its registered office at IITM Research Park, Module No. 9, Third Floor-D Block, Kanagam Road, Taramani, Chennai, Tamil Nadu - 600113, ("**GUVI HCL**" which expression shall include its successors and assigns) of the One Part;

AND

Mangalmay Group of Institutions, An Affiliated by Dr. APJ Abdul Kalam Technical University, Lucknow and Chaudhary Charan Sign University, Meerut Recognized by All India Council for Technical Education (AICTE). having its registered office at Plot No: 8&9 Knowledge Park II, Greater Noida, Delhi NCR, India. ("**Partner/MGI**" which expression shall include its successors and assigns) of the Other Part.



For ease of reference, GUVI HCL and Partner shall be individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- WHEREAS, the Partner has approached GUVI HCL for academic collaboration which includes Integrated Programs, credit course, skilled development course and faculty development program. For faculty & students. (Hereafter referred to as the "**Project**").
- GUVI HCL has agreed to collaborate with the Partner for the above-mentioned Project for four years. The Partner has represented that it is capable of entering into this Memorandum of Understanding and has all the required permissions for the same.
- The Parties herein desire to enter into an MoU for academic collaboration on the above-mentioned Project on the terms and condition mentioned hereafter.

• **NOW THEREFORE THIS MOU WITNESSES AS FOLLOWS:**

Article 1 Scope of Collaboration:

- **Deliverables of GUVI HCL:** Branding Positioning and Reachability deliverables with Integrated Programs for Undergraduate and Post Graduate studies, Industry Aligned Credit Courses, Employability Professional Skills.
- **Recognition:** GUVI HCL shall feature the logo of MGI on promotional content, event associations, and relevant online platforms.
- **Collaboration:** GUVI HCL shall engage in collaborative efforts with MGI for Integrated Programs, Industry aligned credit courses to enhance student engagement and learning.
- **Co-Branding:** GUVI HCL and MGI shall collaborate in showcasing their dedication and commitment to education and training through certifications and various co-branding activities.
- **Brand Reach:** GUVI HCL shall work to expand the brand's influence across more than 400+ educational institutions and various industries, leveraging the partnership with MGI.



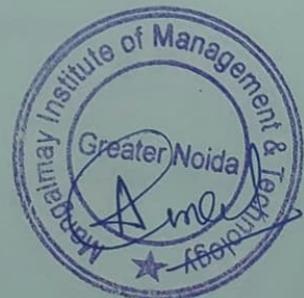
- **Prestigious Partnership:** GUVI HCL shall associate with leading institutions and industries, thereby elevating the partnership with MGI.
- **Networking Expansion:** GUVI HCL shall support in broadening the professional network of MGI with a community of ignited minds.
- **Brand Image Enhancement:** GUVI HCL shall strengthen and elevate the brand image of both GUVI HCL and MGI throughout India.
- **Training Sessions:** GUVI HCL's Industry experts will conduct training session at MGI.
- **Online Training:** Training will be provided through GUVI HCL's Learning Management System (LMS) platform.
- **Assessment:** An AI-proctored assessment will be conducted.
- **Certification:** Upon successful completion of the course, students will be awarded a certification jointly offered by MGI and GUVI HCL. This certification will serve as a testament to the skills and knowledge they have acquired throughout the program.
- **Flip Mode academic course framework:** GUVI HCL shall implement a Flip Mode academic course framework that seamlessly integrates theoretical knowledge with hands-on practical application, ensuring students are thoroughly prepared for industry challenges.
- **Access to Cutting-Edge Tools:** Advanced tools like Codekata, Webkata, and IDEs will facilitate a comprehensive learning experience.

Initiatives by GUVI HCL:

- **Comprehensive Learning Platform:** GUVI HCL offers a robust and all-encompassing online learning platform designed to provide a wide array of courses covering various technical and non-technical subjects. The platform is equipped with interactive content, video tutorials, and practical exercises to enhance the learning experience.



- **Practical Skills Development:** GUVI HCL emphasizes hands-on learning to ensure students gain practical skills that are directly applicable in the industry. This approach helps Students Bridge the gap between theoretical knowledge and real-world application, making them job-ready.
- **Diverse Delivery Methods:** GUVI HCL employs multiple delivery methods, Instructor led training, including live online classes, recorded video lectures, and interactive coding sessions. This variety caters to different learning preferences and ensures a more engaging and effective educational experience.
- **Industry-Expert Involvement:** GUVI HCL collaborates with industry experts to deliver training sessions, workshops, and mentorship programs. These experts bring real-world insights and experience, enriching the curriculum and providing students with up-to-date industry knowledge.
- **Flexible Learning Options:** GUVI HCL provides flexible learning options that allow students to learn at their own pace. The platform is accessible from anywhere, enabling students to balance their studies with other commitments.
- **Accessibility and Inclusivity:** GUVI HCL is committed to making education accessible and inclusive. The platform offers courses in multiple languages and is designed to be user-friendly for learners from diverse backgrounds and with different needs.
- **Continuous Improvement and Feedback:** GUVI HCL continually seeks feedback from students and Industry partners to improve its courses and teaching methods. This iterative process ensures that the content remains relevant and effective in meeting the evolving demands of the industry.



Article 2 : Cost

The Parties acknowledge and agree that this MOU does not create any financial or funding obligation on either Party, If it incase will proceed as per the annexure and that such obligations shall arise only upon joint execution of a subsequent agreement (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements and budgets will be subject to funding being specifically available for the purposes outlined therein. Notwithstanding anything contained in this MoU.

Included Annexure: I

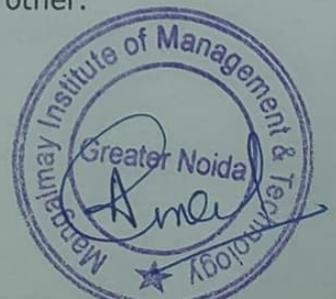
Article 3: Monitoring/Follow-up

To implement this MOU, the Parties will engage in ongoing communication, such as conference calls, meetings and attendance at key activities through their respective officials.

Each Party will nominate at-least two members from their organization to discuss and delineate the scope of the engagement, the overall road map and milestones, resource requirements, intellectual property, use of name, and availability of funding.

Article 4: Intellectual Property Rights

With respect to any invention, discovery, copyrightable work, software or other intellectual property ("Intellectual Property") that is created or conceived under this MoU or any subsequent agreement, unless otherwise agreed to, all rights, title to and interests in any Intellectual Property shall be jointly owned by the Parties of this MoU and neither Party shall use, license, sublicense or otherwise commercially exploit such jointly owned Intellectual Property without the prior written agreement of the other Party. Each Party brings certain background intellectual property ("BIP") to this collaboration. Nothing herein or implied herein shall assign or grant any right to the BIP of one Party to the other.



Article 5: Representation & Warranties

Each Party to this MoU warrants, covenants and represents that: (a) it has full rights to enter into this MoU, and that the entering into and the performance of its obligations hereunder will not violate any agreement, person, firm, organization or any law or governmental regulation, (b) it will perform its obligations in a professional manner in conformance with the general industry standards, and (c) it will adhere to all laws, statutes, regulations or ordinances in performance under this MoU.

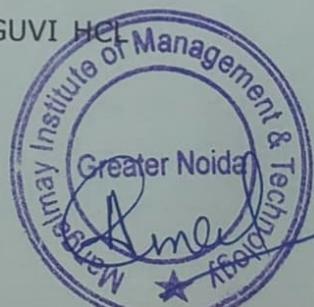
Article 6: Term & Termination

This MoU shall commence on the date of signature of the Parties and shall continue until the Conclusion of One year, unless extended by mutual Agreement of the Parties in writing. Either Party shall have the right to terminate this MOU by providing Ninety (90) days advance written notice to the other Party. However, both parties agree to ensure the completion of any ongoing batches to avoid disruption for enrolled students.

Article 7: Liability & Indemnity

It is understood and agreed that neither Party to this MoU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law, and that this MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties. However, each Party shall indemnify the other Party in respect of any loss or claim howsoever arising out of any willful negligence or proven incompetence by and on behalf of the other Party, or its employees, agents, partners or service providers, in relation to the execution of this MoU. The scope and level of the indemnity shall be to the full extent of the loss to the suffering Party excluding any indirect, incidental, special or consequential damages / losses. Furthermore, Each Party shall be responsible for all statutory obligations with respect to its employees/personnel pay in accordance with all the applicable legislations.

Any claim, compensation, case initiated by any one against GUVI HCL in relation to the Project due to any acts or omissions of Partner shall be defended and contested by the Partner at their sole expenses and cost keeping GUVI HCL indemnified from the same.



Article 8 :Compliance with Laws

Each Party represents and warrants that it will conduct all activities in accordance with all applicable laws, regulations and other legal standards applicable to this MoU. The Partner will also take all actions to facilitate and ensure the smooth functioning and implementation of the Programs launched by GUVI HCL to achieve the objectives of this MoU.

Article 9 :Amendments

Any changes to this MoU, including the annexures attaches hereto, if any, will be made with the written approval of both Parties.

Article 10 :Non-Exclusivity

The Parties shall pursue the objectives of this MoU on the basis of non-exclusivity. Neither Party, their affiliates, employees, nor agents shall be restricted from making any arrangements or agreements with any third party for direct or indirect participation in support of or contribution for similar Projects. Without limiting the foregoing, either Party may negotiate directly with any third party and not necessarily through the other.

Article 11 :Publicity

The Parties agree to keep in confidence the terms of this MoU and any further discussion relating or arising from it. The Parties also recognize the desire of the other to disseminate information to the public about the fact that this MoU has been concluded and as to its contents. The Parties, however, also recognize a need to coordinate about when and how such information may be disseminated. Accordingly, neither party shall make a public statement or issue a press release or the like about the fact that this MoU has been concluded between the Parties nor as to the content of the MoU without the approval and written consent of the other Party. In instance where either Party may be required under law to share the MoU, it shall be done after intimation to the other Party.



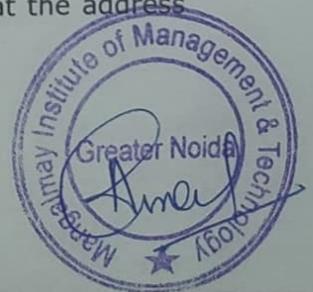
Article 12 :Confidentiality

The Parties hereby undertake and agree not to disclose divulge or otherwise make available any confidential information disclosed, furnished or made accessible to any other person/entity, or use, directly or indirectly. Except as may be required by law, the Parties shall not disclose, in whole or in part, the existence of this MoU or the subject matter hereof, or any information related to the business of the other Party, to any third party without the prior written consent of the other Party.

- Notwithstanding the above, either Party may disclose any confidential information, the discussions hereunder and this MoU, if and to the extent the disclosure is:
 - required by the law of any relevant jurisdiction or by a court of competent jurisdiction (including by way of press or public announcement);
 - required by any regulatory or governmental body to which either Party is subject or reasonably submits; or
 - to the potential investors of the Disclosing Party under due diligence process.
- Notwithstanding the foregoing, in the event the Parties are served with a request from aforementioned authorities, they shall:
 - promptly notify the other Party of the request or order in order to provide the other Party an opportunity to seek a protective order;
 - provide the other Party with reasonable cooperation in its efforts to resist the disclosure, reasonable request by the other Party; and
 - Disclose only the portion of confidential information that is required to be disclosed under such applicable law.
- All confidentiality obligations under this Clause shall survive the expiry or termination of this MoU.

Article 13 :Notices

Any notice or request required or permitted to be given or made under this MoU will be in writing. Such notice or request will be deemed to have been duly given or made when it will have been delivered by electronic mail or by overnight courier to the Side to which it is required to be given or made at the address specified below or such other address as hereafter notified.



For the GUVI HCL:

Attn: Mr. Nishikant Kumar,
Email: nishikant.kumar@guvi.in
Phone number: 99584 11159

For the MGI:

Attn: Dr. Meenakshi Sharma
Email: meenakshi.sharma@mimt.org
Phone number: 72910 97810

Article 14 :Child Protection & Inclusion

GUVI HCL observes a 'ZERO TOLERANCE' policy on any form of child abuse, which includes the conduct of employees of Partner children & communities in project areas. In occurrence of any such acquisition, report, suspicion, conduct, GUVI HCL will immediately terminate this MoU, as well report such event to valid legal authorities for investigations.

The Partner hereby represents to GUVI HCL that it has 'Child Protection Policy' and 'Safe Work Place Policy' and has the mechanisms to implement the same. GUVI HCL may at its sole discretion

(a) require the Partner to provide it with such child protection policy; or (b) conduct any audit to ensure compliance with such policy. The Partner further represents to GUVI HCL that it is an inclusive organization, wherein all sections of the society are represented as its staff including people with disabilities. The Partner hereby acknowledges that the aforesaid representations are key consideration, based on which GUVI HCL has agreed to partner the Partner and any breach of these representations will lead to termination of this MoU.

Article 15 :Applicable Law & Jurisdiction

Any disputes under this MoU shall be first resolved amicably, failing which; the Parties agree to submit their grievances to the exclusive jurisdiction of the competent courts at Chennai, Tamil Nadu, India.



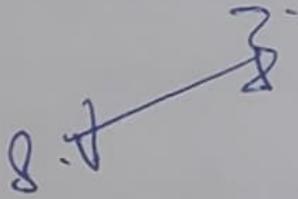
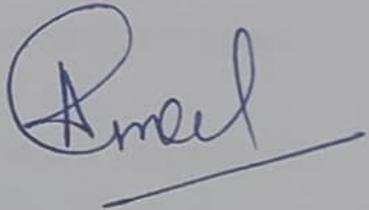
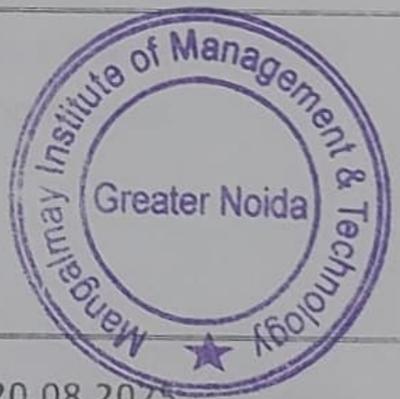
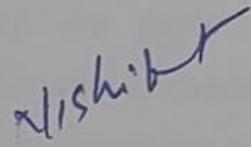
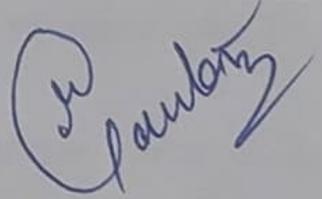
Article 16 :Assignment

Neither Party can assign, transfer or sub-contract its rights and obligations under this MoU, except to its successor-in-interest, unless it obtains the prior written consent of the other Party.

Article 17 :Waiver

If any of the provisions of this MoU be found invalid and unenforceable, the remaining provisions shall be given full effect and construed harmoniously to the extent it is reasonably permitted.

IN WITNESS WHEREOF, each of the Parties to this MoU has caused this MoU to be signed by its duly authorized representative as of the date written below:

FOR GUVI HCL		FOR MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY	
Name	Mr. Vinod Srinivasan	Name	Dr. Aayush Mangal
Designation	Head – Institution Sales	Designation	Vice Chairman - MIMT
Signature		Signature	
Seal		Seal	
Date	20.08.2025	Date	20.08.2025
Witness Signature 1		Witness Signature 1	

ANNEXURE I

This annexure is an integral part of the Memorandum of Understanding (MoU) signed between GUVI HCL AND MGI on 20.08.2025.

It outlines the Scope, Structure and financial terms of the Integrated Programs offered under this collaboration at Noida Campus.

1. Scope of the Agreement

- GUVI HCL has developed a solution to bridge the industry-academia gaps in present-day curricula by providing application-oriented courses which are, in-tune with future requirements to deliver career & learning outcomes.
- MGI agrees to cooperate and provide the solicited inputs, infrastructure support etc. to GUVI HCL.
- MGI and GUVI HCL have agreed to provide the Employability Enhancement Program to the students of MGI.
- MGI shall enroll students into the Value added Program as set out in this Agreement.
- GUVI HCL shall deliver the courses as set out in Annexure - I.
- The Parties shall set up a committee consisting of two members from each Party, who shall monitor the progress under this Agreement on a periodic basis.

2. Product Table

- GUVI HCL shall launch the Courses/license/s on the respective start date mutually agreed by both the parties. MGI shall invite the students to enroll into the Courses/licenses with immediate effect.
- Launch of Courses/licenses would mean commencement of services rendered by GUVI HCL.



Commercial Terms:

- MGI UNIVERSITY shall pay GUVI HCL for the provision of its courses on a 'per course/per student Basis'

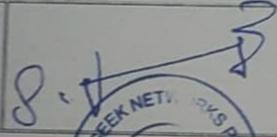
Program Title	Number of Learners	Fee Per Learner (INR) / (INCL GST)
Powered by GUVI HCL	100	3500
Value Added Program		

Payment Terms

- The pricing will be valid for 1 years from the date of signing the agreement and it will be renewed based upon mutual agreement subsequently.
- The fees payable is non-refundable due to reasons of non-subscribing of any of the licenses by the students and/or students opting out of the program for whatsoever reasons.
- GUVI HCL shall raise invoices as per the student enrollment in the specific program.
- Payment shall be made in 2 trenches, 50% before program starts, 50% before the assessment and certification.
- GUVI HCL will provide a certification to each learner who is successfully completing the course.

Execution Plan:

- GUVI HCL Mentor will visit the Institution Campus to deliver the theory sessions, as 3 hours/day for 6 Sessions.
- 12 hours of sessions our expert will take virtually (LIVE) 3hr/day for 4 days.
- All the students will be provided with self – Paced Learning Courses on the GUVI HCL Platform.

FOR GUVI HCL		FOR MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY	
Name	Mr. Vinod Srinivasan	Name	Dr. Aayush Mangal
Designation	Head – Institution Sales	Designation	Vice Chair, WIMT
Signature		Signature	