

**उत्तर प्रदेश UTTAR PRADESH**  
**MEMORANDUM OF UNDERSTANDING**

**BV 673520**

This Memorandum of Understanding is made and executed on this 1st Day of December, 2020 between Digdarshak Infotech Pvt. Ltd. (DIPL) through its Director Mr. Amit Kumar with its principal place of business located at 153/93 A, Shiv Nagar Colony, EDD-II, Meerut U.P. 250110

And

Swami Vivekanand Subharti University (SVSU) through its Registrar Mr. Deepesh Kumar Saxena, with its principal place of business located at Subhartipuram, NH-58, Meerut, U.P. (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, Digdarshak Infotech Pvt. Ltd. (hereinafter referred to as Entity) is engaged in the business of providing IT solutions and software amongst other services.

WHEREAS, the Consultant, Swami Vivekanand Subharti University shall provide consultancy through its constituent colleges and departments.

WHEREAS, the entity desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the entity;

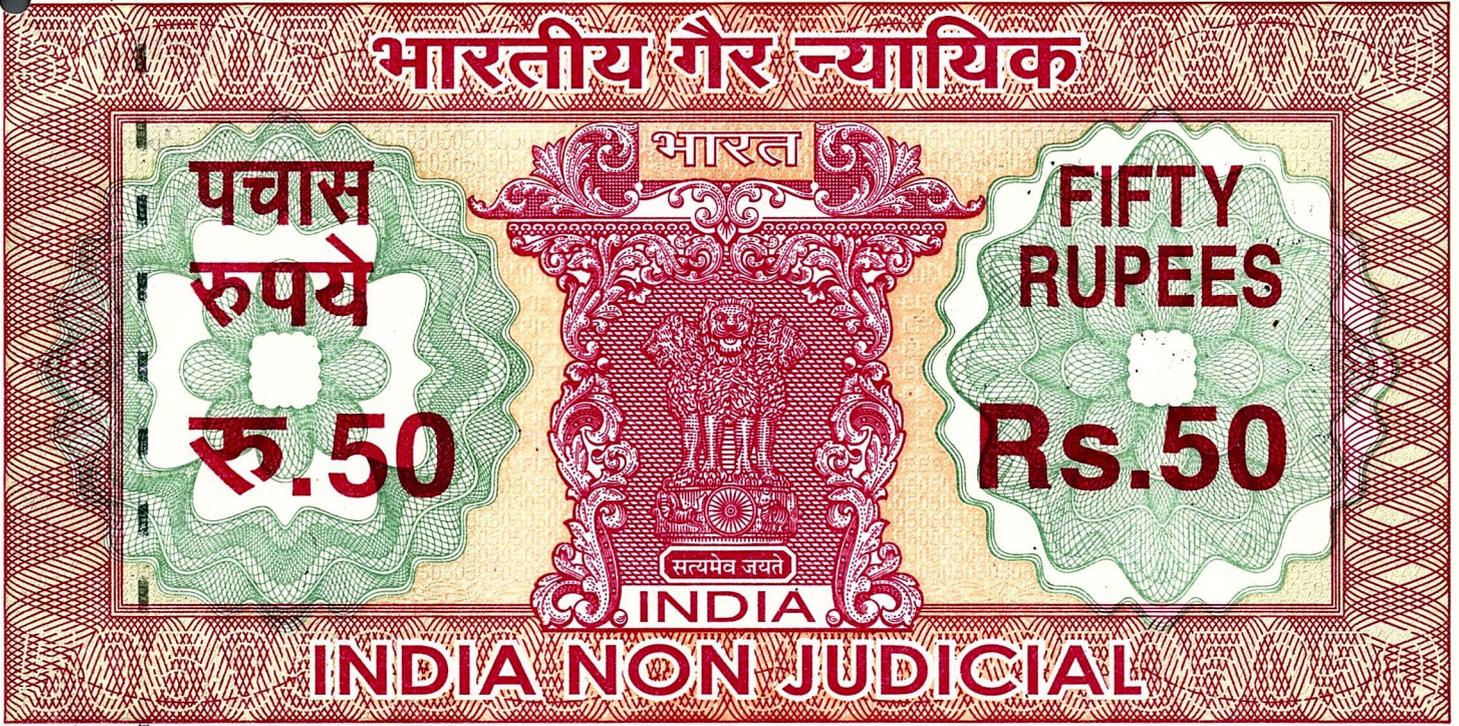
NOW, THEREFORE, the Parties hereby agree as follows:

**1. Engagement and Services**

**For Digdarshak Infotech Pvt. Ltd.**  
10-2

**Director**

**Registrar**  
**Swami Vivekanand**  
**Subharti University**  
**MEERUT**



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- a) That copyright of the software "ONLINE SARTHI (ERP)" is in the joint name of Swami Vivekanand Subharti University (SVSU) and Digdarshak Infotech Pvt. Ltd (DIPL) vide Registration No.SW-13881/2020 dated 02.11.2020 issued by The Registrar of Copyrights. The Entity, DIPL is interested to use the software named as "ONLINE SARTHI (ERP)" exclusively. In order to encourage its students to become entrepreneurs, SVSU has agreed to allow the exclusive use of the software subject to terms and conditions put forth in this MOU. BY 673521
- b) That DIPL has agreed to display the charges of software on its website <http://www.digdarshak.in>.
- c) That DIPL will intimate on monthly basis to SVSU the number of logins given for the software and AMC for the same given by them.
- d) That DIPL will pay a fee equally (50%) to SVSU against each login or AMC as per the rate chart displayed on its website. Such charges will be fixed in consultation with SVSU. SVSU shall allow staff of DIPL to undertake marketing of the software form the premises of SVSU. Such fee shall be paid on monthly basis. However, in case staff of DIPL is not allowed to undertake marketing activities from the premises of SVSU then in such a scenario DIPL will pay at the rate of 30% instead of 50%.
- e) That It is assured by DIPL that SVSU shall not be held responsible in any manner for any disputes arising between DIPL, its Directors, employees, clients or any other person or agency.

For Digdarshak Infotech Pvt. Ltd.

*Arundh*  
10-02-2021  
Director

*[Signature]*  
Registrar  
Swami Vivekanand  
Subharti University  
MEERUT

f) That In the event that usage of software is hidden from SVSU and it is later found out, penalty equal to ten (10) times of amount involved shall be paid by DIPL to SVSU.

g) That DIPL will not hire any employee of SVSU till one year after the resignation from SVSU. In case same is done it must be after NOC from SVSU.

## 2. Consultancy Period

(a) Commencement. This MOU shall commence on the date of signing of this MOU and shall be in force for a period of one year.

(b) Termination. This MOU may be terminated by either Party by giving 30 days written notice of such termination to the other Party.

(c) Effect of Termination. Upon the effective date of termination of this MOU, all legal obligations, rights and duties arising out of this MOU shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this MOU.

## 3. Force Majeure

That Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

## 4. Governing Law and Dispute Resolution

That this MOU shall be governed by and construed in accordance with the laws of India. The Parties consent to the jurisdiction and venue in the courts of Meerut, Uttar Pradesh.

## 5. General

That this MOU may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

Signed for and on behalf of

Signed for and on behalf of

*For Digdarshak Infotech Pvt. Ltd.*  
  
*Director*

  
Registrar  
Swami Vivekanand  
Subharti University  
MEERUT

**FOD Digital Infotech Pvt. Ltd.**

*Amit Kumar*  
10-2-2021

Amit Kumar  
Director

**Director**

SWAMI VIVEKANAND SUBHARTI  
UNIVERSITY

*Deepesh Kumar Saxena*  
**Registrar**  
Swami Vivekanand  
Subharti University  
MEERUT

Witness:

*Mahender Singh*

1. Mr. Mahender Singh  
Director, DIPL

*Vivek Tiwari*

2. Mr. Vivek Tiwari  
CTO, SVSU