

Memorandum of Understanding (MOU)

This MOU is made on this 24 day of April 2023(**Effective Date**)

BETWEEN

HR SUCCESS TALK PRIVATE LIMITED having its registered office at 416-D, Sector 21D, Faridabad, Haryana 121001 (hereinafter referred to as "HR SUCCESS TALK", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **GOVIND SINGH NEGI of the FIRST Party.**

AND

Swami Vivekanand Subharti University, as a value based education provider and research oriented University, is imparting equal opportunities for people from varied walks of life without the constraints of borders becoming barriers. The University has students from across the globe and supports individuals and communities through integrated programs of teaching, research and selfless service. The campus is situated at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut-250005 (hereinafter referred to as "Swami Vivekanand Subharti University", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, Add the Name, **Swami Vivekanand Subharti University of the SECOND Party.**

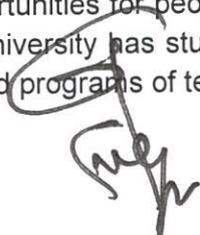
"HR SUCCESS TALK" and "Swami Vivekanand Subharti University" are referred to collectively as '**PARTIES**' and individually as '**PARTY**' as the context may require.

WHEREAS

HR SUCCESS TALK is a global community of 150,000 HR and Business leaders having its chapter in India, UAE, Ghana and Saudi Arabia. Our objective is to learn, share, discuss business challenges, and provide best practices.

WHEREAS

Swami Vivekanand Subharti University as a value based education provider and research oriented University, is imparting equal opportunities for people from varied walks of life without the constraints of borders becoming barriers. The University has students from across the globe and supports individuals and communities through integrated programs of teaching, research and selfless service.



AND WHEREAS

Both parties have entered into this MOU with the objective "to provide an opportunity to the students, faculty and staff to attend the webinar, HR Conferences, Awards, Online Assessment, Internship Trainings, Opportunity for Placement, MDP, FDP, Sponsorships etc. with the help of the members of the community, resulting in an opportunity to the students for personality development and employment with the help of the members of the Second PARTY".

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

1.0 Scope of Work/ Services

- 1.1 HR SUCCESS TALK shall provide Apprenticeship/ Internship training to selected students to make them Industry ready leveraging its member's organization
- 1.2 HR SUCCESS TALK and Swami Vivekanand Subharti University shall partner in conducting HR Conferences on the campus of a second party.
- 1.3 HR SUCCESS TALK can make Swami Vivekanand Subharti University an education partner in the local and global webinars where the students can participate in those webinars.
- 1.4 HR SUCCESS TALK will support Swami Vivekanand Subharti University to provide national and internal guest speakers so that their students can get industry exposure from national and global leaders
- 1.5 HR SUCCESS TALK and Swami Vivekanand Subharti University shall jointly organize various programs for the personality development and overall growth of the students of Swami Vivekanand Subharti University

2.0 Roles and Responsibilities

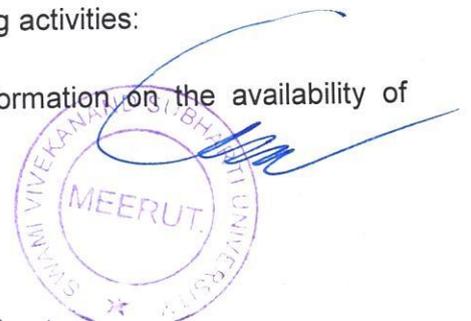
The roles and responsibilities of the Parties under this MOU will be as follows:

HR SUCCESS TALK will be responsible for the following activities:

- 2.1 HR SUCCESS TALK shall share the details of the students with its members to provide internship opportunities to the students and help get them internship opportunities
- 2.2 HR SUCCESS TALK shall share the details of the students with its members to provide apprenticeship opportunities to the students and help get them apprenticeship opportunities
- 2.3 HR SUCCESS TALK shall organize the HR Conference in a college venue, identify speakers and also bring delegates to the conference
- 2.4 HR SUCCESS TALK shall organize Webinars
- 2.5 HR SUCCESS TALK shall bring national and international speakers

Swami Vivekanand Subharti University will be responsible for the following activities:

- (i) Swami Vivekanand Subharti University shall share the information on the availability of students for both internship and apprenticeship



- (ii) Swami Vivekanand Subharti University shall provide the venue, tea/coffee, lunch and partner in arranging the conference
- (iii) Swami Vivekanand Subharti University shall make students participate in webinars
- (iv) Swami Vivekanand Subharti University shall provide requests for national and international speakers

3.0. Confidentiality

Both Parties shall not, without express written permission, disclose any confidential information to any third party, person, entity, etc. in any manner, directly or indirectly. For this MOU, "Confidential Information" shall mean any technical or non-technical information or know-how relating to the business, services and/or products of the disclosing Party or a third party, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employee information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

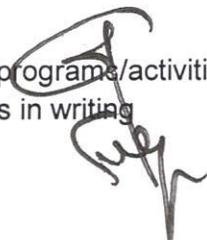
However, it excludes any information which is:

- i. Already in the public domain or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public;
- ii. Rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or under the confidential information disclosed by the Disclosing Party under this MOU.;
- iii. Independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party;
- iv. Known to the receiving Party at the time of disclosure without an obligation of confidentiality; or
- v. Produced in compliance with applicable law or court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required and will use all reasonable efforts to maintain the confidential treatment of such Confidential Information.

4.0 General Conditions

4.1 This MOU does not establish a joint venture or partnership between the Parties. The MOU does not imply any financial obligations or legal binding on either party and is intended only to provide the general principles and key terms for initial cooperation and to facilitate further discussions

4.2 Financial obligations about any programs/activities shall be discussed and acted upon by the parties through separate agreements in writing



4.3 Both parties hereby agree, under this MOU, to indemnify and hold each other harmless

4.4 Both parties shall mutually respect the confidentiality and intellectual ownership of information shared between them

If the new intellectual property is being developed /generated during the course of this MoU then rights of ownership among HR SUCCESS TALK and Swami Vivekanand Subharti University be governed by a separate agreement in writing based on the proportion of the contribution of the parties.

5.0 Term and Termination

5.1 This MOU will be effective for 5 years from the date of signing. It may be further renewed by mutual agreement in writing.

5.2 Amendments and additions may be made to the MOU subject to the written consent of both parties.

5.3 MOU can be terminated by either party with a minimum of 30 days prior notice in writing to the otherparty.

6.0 Governing Law and Dispute Resolution

6.1 The validity, interpretation, enforceability and performance of this MOU shall be governed and construed by the Laws in India.

6.2 Venue of settlement for any disputes which may arise under this MOU shall be at Faridabad.

6.3 Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably.

If an amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, by the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both parties by the rules of the said Act. The arbitral award shall be final and binding upon both parties. The arbitration proceedings shall be held at Faridabad. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language.

7.0 Notices

Any notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post/courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through facsimile and five days after the date of dispatch if sent through the mail. The notice aforementioned shall be given in attention of the concerned persons at the following addresses (or to such other address as any Party may specify by notice to other Party):-



In case of HR SUCCESS TALK:-

Govind Singh Negi
FOUNDER, HR SUCCESS TALK
416-D, Sector 21D, Faridabad, Haryana

In case of Swami Vivekanand Subharti University:-

Add the Name
Add the Title, Swami Vivekanand Subharti University
Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut-250005

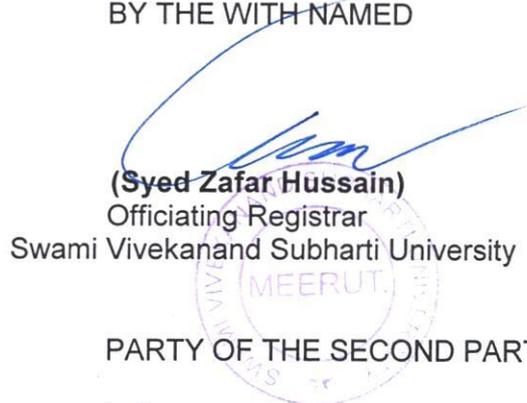
IN WITNESS WHEREOF, parties hereto set and subscribed their respective hands on the day and year first herein above written

SIGNED AND DELIVERED
BY THE WITH NAMED



(Mr Govind Singh Negi)
Global Founder & CEO
HR SUCCESS TALK

SIGNED AND DELIVERED
BY THE WITH NAMED



(Syed Zafar Hussain)
Officiating Registrar
Swami Vivekanand Subharti University

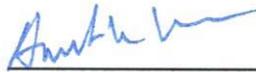
PARTY OF THE FIRST PART

In the presence of:

1.  (Sign)
Mohit Sethi (Name)
V.P. Gurgaon (Designation)

PARTY OF THE SECOND PART

In the presence of:

2.  (Sign)
Amit Kumar Verma (Name)
Director I & P (Designation)