

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Maximum Learning Institute of
Technology and Media, Noida**

&



**SWAMI VIVEKANANDA
SUBHARTI
UNIVERSITY**
Meerut
UGC Approved



**SWAMI VIVEKANANDA
SUBHARTI UNIVERSITY**

Subhartipuram, NH-58, Delhi-Haridwar Bypass Road,
Meerut - 250002

MEMORANDUM OF UNDERSTANDING

1- Preamble:

This Memorandum of Understanding (MoU) is entered into by and between Maximum Learning Institute of Technology and Media, Noida (Xc Training and Services Pvt Ltd), and Swami Vivekanand Subharti University, Meerut, to establish a framework for collaboration in the fields of academics, research, skill development, and cultural exchange. This MoU reflects the mutual intent of both parties to work together in areas of shared interest, leveraging their respective strengths to enhance knowledge, innovation, and institutional growth. While this document is not legally binding, it signifies the commitment of both parties to cooperate in good faith to achieve the objectives outlined herein.

2- Parties Involved:

This Memorandum of Understanding (MoU) is entered into on 7th February 2025, by and between:

Maximum Learning Institute of Technology and Media, Noida, located at C56A/13, Sector 62, Noida, acting through its Registrar (hereinafter referred to as "Xc Training and Services Pvt Ltd"), Throughout this Agreement, the term "First Party", "Maximum Learning" or "Maximum Learning Institute" shall refer to Xc Training and Services Pvt Ltd in its capacity as the First Party, unless expressly stated otherwise.

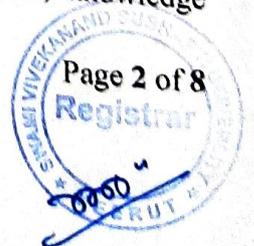
AND

Swami Vivekanand Subharti University, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, acting through its Registrar (hereinafter referred to as "SVSU" or the "Second Party"), Throughout this Agreement, the term "Second Party" or "SVSU" shall refer to Swami Vivekanand Subharti University in its capacity as the Second Party, unless expressly stated otherwise.

Both Parties may be referred to individually as a "Party" and collectively as the "Parties."

Whereas the parties desire to memorialize certain terms and conditions of their anticipated endeavour, Now Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

3. Purpose Scope and Objectives- The Memorandum of Understanding (MoU) aims to establish a collaborative framework between Maximum Learning Institute, and Subharti University to enhance academic, research, and cultural cooperation. This partnership will focus on leveraging the strengths of both institutions to promote innovation, knowledge sharing, and resource exchange in areas of mutual interest.



Scope:

1. Academic Exchange
2. Research Collaboration
3. Skill Development Programs
4. Resource Sharing
5. Cultural and Social Initiatives

This scope ensures a broad framework for cooperation while allowing for flexibility in developing specific projects and activities.

Note: Prior to the implementation of any activities, the Parties shall engage in discussions to assess the opportunities and challenges involved. Based on these deliberations, the Parties will proceed to undertake specific activities under the Memorandum of Understanding (MoU) aligned with mutually agreed objectives and expected outcomes.

Objectives- Objectives of the MoU:

The primary objectives of this MoU are as follows:

1. **Strengthen Academic Excellence:** Create opportunities for academic growth through joint programs and collaborative teaching initiatives.
2. **Promote Research and Innovation:** Drive innovation by pooling intellectual and infrastructural resources for high-impact research.
3. **Enhance Skill Development:** Equip students and faculty with industry-relevant skills through experiential learning and hands-on training.
4. **Encourage Knowledge Dissemination:** Facilitate the exchange of ideas and expertise through joint seminars, conferences, and publications.
5. **Foster Institutional Growth:** Build a sustainable partnership that contributes to the long-term development of both universities.

4. Role and Responsibilities:

Institution-1 Maximum Learning Institute agrees to:

S. No.	Role/Responsibility	Details
1	Academic Collaboration	Facilitate faculty and student exchanges, and develop joint degree or certification programs.
2	Research Partnership	Co-lead research projects, provide access to research infrastructure, and publish joint outcomes.



3	Capacity Building	Conduct workshops, training, and faculty development programs for skill enhancement.
4	Cultural and Community Engagement	Organize cultural events and outreach programs to promote social and academic collaboration.
5	Resource Sharing	Share access to academic resources such as e-learning platforms, libraries, and specialized equipment.
6	Monitoring and Evaluation	Assign coordinators to monitor progress, provide feedback, and ensure compliance with the MOU.
7	Compliance and Sustainability	Follow regulatory and ethical guidelines and foster long-term sustainability of the partnership.

Institution-2: SVSU agrees to:

S. No.	Role/Responsibility	Details
1	Academic Collaboration	Facilitate faculty and student exchanges and contribute to the development of joint academic programs.
2	Research Collaboration	Support joint research initiatives by providing research facilities, data, and local expertise.
3	Skill Development Programs	Organize and participate in workshops, seminars, and training sessions to enhance knowledge and skills.
4	Infrastructure Sharing	Provide access to university facilities, such as classrooms, laboratories, and libraries, for collaborative activities.
5	Accreditation and Certification	Provide accreditation for the diploma and certification programs offered through Maximum Learning Institute. Issue certificates/diplomas under the university's name upon successful completion of the programs.
5	Community and Outreach Activities	Collaborate on social and community engagement programs to address local and societal challenges.
6	Resource Support	Share digital and physical resources, such as learning materials, databases, faculty and tools, to support mutual objectives.
7	Monitoring and Reporting	Appoint coordinators to track the progress of MOU activities and submit periodic performance reports.



8	Regulatory Compliance	Ensure adherence to relevant regulations, ethical practices, and institutional policies for all collaborative initiatives.
9	Promotion of Partnership	Promote the partnership through joint branding and outreach to stakeholders to enhance visibility and engagement.

6. Financial Term:

- Each Party shall be responsible for its own expenses unless otherwise mutually agreed in writing prior to initiating any collaborative activity that entails financial commitments.
- Maximum Learning Institute will collect course fees and share an agreed percentage with Subharti University.
- The financial arrangement, including course fees, revenue sharing, and payment schedules, shall be mutually agreed upon and documented in a separate annexure.

7. Duration and Termination: This MoU shall remain effective for five (5) year from the date of signing and may be renewed upon mutual written agreement of both Parties. Either Party may terminate this MoU with six (6) months' prior written notice, provided that ongoing projects are completed or mutually settled upon termination.

8. Confidentiality: Each Party agrees to keep confidential all information exchanged in connection with research activities under this Memorandum of Understanding (MoU). "Confidential Information" includes technical, business, marketing, policy, and other relevant data disclosed by one Party to the other. Each Party will prevent any third-party disclosure of such information. These confidentiality obligations will remain in effect for two (2) years after the termination of the MoU.

9. Intellectual Property: The intellectual property rights of each Party, including but not limited to copyrights, trademarks, patents, and trade secrets, shall remain solely with the respective Party. Neither Party shall use the other Party's intellectual property without prior written consent, and nothing in this MoU shall imply a transfer of ownership.

10. Liability : Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from (a) any breach of this MoU by the indemnifying Party, or (b) any act or omission by the indemnifying Party in connection with the performance of its obligations under this MoU, except where such claims, damages, or liabilities are caused by the gross negligence or willful misconduct of the other Party. Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this MoU, regardless of prior notice of the possibility of such damages.

Abhishek Gupta


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 Registrar


- 11. Waiver:** The failure of either Party to enforce any provision of this MoU or to require the performance of any obligation under this MoU by the other Party shall not be deemed a waiver of such provision or obligation, nor shall it affect the validity or enforceability of this MoU. Any waiver of a provision or obligation by either Party must be explicitly set forth in writing and shall not be construed as a waiver of any subsequent breach or default of the same or any other provision of this MoU.
- 12. Severability:** If any provision of this MoU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this MoU, and the remaining provisions shall continue in full force and effect, unaffected by the invalidity or unenforceability of the severed provision. The Parties further agree to negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision that closely reflects the original intent and purpose of the severed provision, to the extent permitted by applicable law.
- 13. Amendments and Modifications:** Either Party may request in writing a revision, Variation or Amendment of this MOU. Any such revision, variation of amendment agreed to by Parties shall be in writing and shall form part of this MOU. Such revisions, variation of amendment shall come into force on such date as may be determined by the Parties.
- 14. Notice:** Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered or certified mail with return receipt requested, sent by a recognized courier service, or sent via email to the addresses or email IDs of the Parties as specified in this Agreement or as subsequently updated by written notification. Notices delivered personally shall be effective upon delivery; those sent by registered or certified mail shall be deemed received three (3) business days after mailing; those sent via courier service shall be effective on the delivery date confirmed by the courier. Notices sent via email shall be deemed effective upon receipt of an acknowledgment or reply email from the recipient Party. Either Party may update its address or email for notices by providing written notice to the other Party in accordance with this clause.

Maximum Learning Institute Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Akshat Gupta	Director	6 th Floor, C56A/13, Sector 62, Noida, 201309, UP	9897015445	ak@maximumlearning.io

Akshat Gupta



Swami Vivekanand Subharti University, Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Gp.M. Yakoob	Registrar	Swami Vivekanand Subharti University	9639010568	registrar@subharti.org

15. Implementation- Each Party shall designate an authorized representative with decision-making authority to oversee and implement this MOU.

Maximum Learning Institute MOU Activity Coordinator			
Name	Designation	e-mail	Mobile no.
Akshat Gupta	Director	ak@maximumlearning.io	9897015445

SVSU MOU Activity Coordinator			
Name	Designation	e-mail	Mobile no.
Prof. (Dr.) S.C. Thaledi	HOD-Journalism & Mass Communication	journalism@subharti.org	9639010408

16. Dispute Resolution: In case disputes cannot be resolved through mutual consultation within 60 days, the dispute shall be referred to arbitration, conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall take place in Meerut, and the proceedings shall be conducted in English.

17. Governing Law and Jurisdiction: This agreement shall be governed by the Indian Law and in the event of any unsettled disputes arising hereunder the Court in Meerut alone will have jurisdiction to entertain and decide the same.

Akshat Gupta



18. Signatories:

In witness whereof, the Parties have executed this document on the day of 07.02.2025.

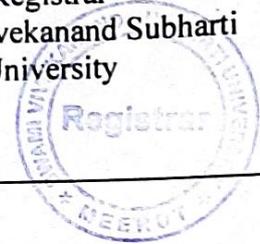
For and behalf of the

Akshat Gupta, Director
Akshat Gupta
Registrar
Xc Training and Services Pvt Ltd
6th Floor, C56A/13, Sector 02, Noida, 201309



For and behalf of the

Gp Capt M. Yakoob (Retd.)
M. Yakoob
Registrar
Swami Vivekanand Subharti
University



In the presence of

[Signature]
7/2/2025
Prof (Dr) S.C. Thakedi
Head of Department
Subharti Department of Journalism &
Mass Communication

Date : 7/2/2025

Place : Meerut

XC Training And Services Pvt. Ltd.

1. *[Signature]* Director
KAPIL GUPTA

19. Annexures / Schedules / Attachments:

Financial Annexure

Memorandum of Understanding (MOU) Between Maximum Learning Institute And Subharti University

1. Financial Contributions

1.1 Revenue Sharing Model:

- The revenue generated from the courses offered under this collaboration shall be shared between Maximum Learning Institute and Subharti University in the following proportion:
 - **Maximum Learning Institute: 60%**
 - **Subharti University: 40%**

1.2 Payment Schedule:

- Payments for student's fees to Subharti University shall be made individually as per the policies of Subharti University.

2. Expense Responsibilities

2.1 Maximum Learning Institute:

- Responsible for:
 - Course development and updates.
 - Online platform maintenance.
 - Marketing and promotional activities.

2.2 Subharti University:

- Responsible for:
 - On-campus infrastructure and facilities.
 - Faculty support for joint courses.
 - Administrative assistance for student enrolment
 - Marketing and promotional activities.

2.3 Shared Expenses:

- Expenses for joint initiatives, such as workshops or events, shall be shared as per mutual agreement, with prior approval from both parties.

3. Financial Reporting

Abhishek Gupta



3.1 Reporting Standards:

- Both parties agree to maintain accurate financial records related to the collaboration.
- Monthly financial reports detailing revenue, expenses, and student enrollments related to the collaboration will be shared by Maximum Learning Institute with Subharti University.

3.2 Audit Rights:

- Each party reserves the right to audit financial records related to the collaboration, with at least **30 days'** prior notice.

4. Taxes and Compliance

4.1 Tax Liabilities:

- Each party shall be responsible for its respective tax liabilities as per Indian tax laws.

4.2 GST Compliance:

- GST shall be applied as per applicable laws and will be clearly mentioned in all invoices.

5. Termination Clauses

5.1 Outstanding Payments:

- In the event of termination of this MOU, any outstanding payments or financial obligations shall be settled within **2 months** of termination.

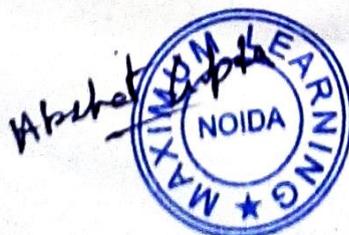
5.2 Financial Reconciliation:

- A final financial reconciliation will be conducted within **2 months** of termination to ensure all accounts are settled.

6. Dispute Resolution

- Any disputes regarding financial matters shall be resolved amicably through mutual discussions. If unresolved, the matter will be referred to arbitration in accordance with the **Arbitration and Conciliation Act, 1996**, with the venue in **Meerut, Uttar Pradesh**.

Signatures:

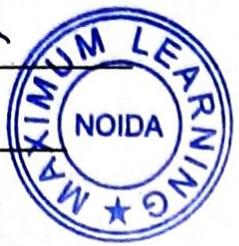


For Maximum Learning Institute (Xc Training and Services Pvt Ltd):

Name: AKSHAT GUPTA Designation: DIRECTOR

Signature: Akshat Gupta

Date: 07/02/2025



For Subharti University:

Name: Gp. Captain M. Yakoob Designation: REGISTRAR.

Signature: _____

Date: 07/02/2025

