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MEMORANDUM OF UNDERSTANDING (MOU)

Between

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

And

Allsoft Solutions

Allsoft Solutions and Services Private Limited,

IBM Worldwide Business Partner E-39, Phase-8
Industrial Area, Sector-72 Mohali, Punjab 160055
India

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MOU") is entered into on 3rd February 2025.

BY AND BETWEEN

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 (hereinafter referred to as Allsoft Solutions and Services Private Limited), PARTY OF THE FIRST PART.**

And

K.R. Mangalam University, Sohna Road, Gurugram – 122103, Haryana, India (Delhi NCR Region), a state private university established under the Haryana Private Universities (Amendment) Act 2013, (Act No.08 of 2013) and under section 2f of the UGC Act, 1956 and empowered to award degrees as specified under section 22 (C), through its **Registrar**, presently **Dr. Rahul Sharma** duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University (hereinafter referred to as **KRMU**), PARTY **OF THE SECOND PART**.

WHEREAS, K.R. Mangalam University and Allsoft Solutions have entered into discussions concerning Allsoft Solutions' provision of technology products and services for Customer and Students.

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.**

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2. Termination

This MOU will be for one year **admission cycle of 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, future proposals will be null and void if terminated, However, the termination will not effect the terms of the agreement in respect of students enrolled in the admission cycle of 2025.

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.

3.4 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, the damaged 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

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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.

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.

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

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8.1 Amendment and waiver: any provision of the Agreement may be amended or waived of, and such amendment or waiver should be 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, both written 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 Gurugram.

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 and shall 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 exclusive statement 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 K.R. MANGALAM UNIVERSITY and Allsoft Solutions and Services Private Limited. 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

For Allsoft Solutions & Services Pvt Ltd	**For K.R. Mangalam University**
For Allsoft Solutions & Services Pvt. Ltd. Director	
By: _____	By: _____
Name: Rohit Nanda	Name: Dr. Rahul Sharma
Title: Director	Title: Registrar

WITNESSES:

1. Ayush Chauhan Manager-Academic Alliances & Relationships
(Signature, Name Designation)

2. Malek Khera IBM Expert
(Signature, Name Designation)

1. Dr. Pankaj Agarwal
(Signature, Name Designation)

2. Ashwani Kumar Assistant Director-Industry Internship
(Signature, Name Designation)

ATTACHMENT 1 – COURSE OFFERING

K.R. Mangalam University shall rollout IBM **value added courses** aligned with relevant IBM Software delivering all or any of such courses to enrolled students and faculty members. Allsoft Solutions shall provide reasonable support as set-forth below to have K.R. Mangalam University commence and conduct this initiative.

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

Following are the proposed activities

a) Allsoft Solutions and Services Private Limited

- To support in student enrolment to the courses and admission activities.
- To share the session plan and instructor details with the student.
- To arrange the access of the course material from IBM for the student
- To ensure the smooth conduct of class
- To maintain the attendance, evaluation and project progress report of the students
- To deploy certified and skilled subject matter experts to the students for conducting 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 the certificates
- To support slow learners with extra class on complex topics
- To encourage students with prizes for the best performer/project
- To provide Internship / Placement support
- To raise invoices on headcounts and can be revised and adjusted semester wise
- To create CHOs, COs, Session Plans, Exam Papers and Upload content on LMS as per university policies and regulations.

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b) K.R. Mangalam University

- To create awareness of the courses among students.
- To share the student details with Allsoft Solutions who apply and enroll to the courses as per prescribed format.
- To provide the required infrastructure and other support for running the courses as per IBM's specification to Allsoft Solutions designated Business Partner resources
- To Process and release the Purchase Order in the format prescribed by Allsoft.
- To confirm and process the payments to Allsoft Solutions in advance on agreed schedule.
- SME and Marketing person who will deliver the said course can avail the University transport.

Lab Requirement

- RAM- 8 GB (Preferred 16 GB)
- HD 500 GB
  OS- Licensed
- Processor- i3 or above
- Sound internet connectivity
- Projector
- White Board and Markers

A. Recommended IBM Value add Courses – MBA

Semester	Course Name	IBM Certificate	Credits	Hours	Fees Payable in INR per Student per Semester (Inclusive of all taxes)
Semester 1	Cyber law and Governance	Security Governance and Law	3	3 Hours (Lecture- 3 hours)	Rs 7100/-
Semester 2	Decision Science Tools in Business by IBM	IBM Cognos Analytics	3	3 Hours (Lecture- 3 hours)	Rs 7100/-
Semester 3	Predictive Analytics	Predictive Modelling Fundamentals	3	3 Hours (Lecture- 3 hours)	Rs 7100/-

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Semester 4	Creating Intelligent Machines (Artificial Intelligence Analyst)	Build your own Chatbot	3	3 Hours (Lecture- 3 hours)	Rs 7100/-

B. Recommended IBM Value Add Courses-

a) Recommended IBM Value add course - B. Tech in Data Science

SNO	Course	IBM Certification Name	Credits	Hours	Fees Payable in INR per Student per Semester (Inclusive of all taxes)
1	Digital Transformation Skills (Sem III)	COGNOS BI & Digital Transformation Skills through IBM LMS Platform	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-
2	Foundation & Programming in Artificial Intelligence (Sem IV)	Artificial Intelligence Practitioner	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-
3	Applied Data Science: From Data to Decisions (Sem V)	Data Science Practitioner	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-
4	Predictive Data Analytics (Sem VI)	SPSS Modeller	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-

Note: All certifications and nomenclature are subject to change according to IBM policies.

b) Recommended IBM Value add course – MCA (AL/ML) B.Tech CSE (AI & Robotics)

Recommended IBM Value add Courses: -					
SNO	**Course**	**IBM Certificate**	**Credits**	**Hours**	**Fees Payable in INR per Student per Semester (Inclusive of all taxes)**
1	Digital Transformation Skills (Sem I in MCA and Sem 3 in B.Tech(CSE) – AI and Robotics)	COGNOS BI & Digital Transformation Skills through IBM LMS Platform	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-

C. Credit Based IBM Value add Courses

B.Tech CSE(AI/ML), BSc (H)- Computer Science, BCA(AI&DS) (2025 admission cycle)

SNO	**Course**	**IBM Certificate**	Credits	Hours	**Fees Payable in INR per Student per Semester** (Inclusive of all taxes)
1.	Digital Transformation Skills (Sem 3)	COGNOS BI & Digital Transformation Skills through IBM LMS Platform	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-
2.	Predictive Data Analytics (Sem 5, In case of B.Tech. Sem 4 In case of BCA & BSc)	SPSS Modeller	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-

D. Recommended IBM Value add Courses – MBA BBA Integrated

Recommended IBM Value add courses for MBA BBA Integrated					
Semester	**Course Name**	**IBM Certificate**	**Credits**	**Hours**	**Fees Payable in INR per Student per Semester (Inclusive of all taxes)**
1	Cyber law and Governance	Security Governance and Law	3	3 Hours (Lecture- 3 hours)	Rs 7100/-

F. B.Tech CSE(Cyber Security) (2025 admission cycle)

SNO	Course	IBM Certificate	Credits	Hours	Fees Payable in INR per Student per Semester (Inclusive of all taxes)
1.	Identity and Access management (Sem 4)	Identity and access management	4	5 hours (Lecture- 3 hours Practical – 2 hours)	Rs 8500/-

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date written above.

This Memorandum of Understanding is prepared in two duplicate copies; each party will hold one original duly signed.

For Allsoft Solutions & Services Pvt Ltd

For Allsoft Solutions & Services Pvt. Ltd.

Director

By: _____

Name: Rohit Nanda

Title: Director

For K.R. Mangalam University

By: _____

Name: Dr. Rahul Sharma

Title: Registrar

WITNESSES:

Ayush

Ayush Chauhan

1. Manager-Academic Alliances JJ Relationships

(Signature, Name Designation)

Dr. Pankaj Agarwal

1. _____

(Signature, Name Designation)

Mahek.

Mahek Khera

2. IBM Expert
(Signature, Name Designation)

2. Kumar
Ashwani Kumar
Assistant Director- Industry Partnership
(Signature, Name Designation)

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