

MEMORANDUM OF UNDERSTANDING

Between

**ITM University, Gwalior
Madhya Pradesh**



UNIVERSITY
Gwalior • MP • India
"CELEBRATING DREAMS"

And



SIMPLIFYING SKILLS
TRANSFORMING EDUCATION

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as “Agreement”) is entered into and executed at Gwalior on the 07th January 2026 between

ITM UNIVERSITY, GWALIOR (hereinafter referred to “the First Party”) is a multidisciplinary, UGC-recognized private university established under Act No. 23 of 2011 of the Madhya Pradesh State Legislature with the objective of providing quality, industry-oriented higher education and research opportunities in Central India. The University is located on a sprawling, eco-friendly campus on NH-44 near Gwalior, and offers state-of-the-art academic, laboratory, hostel and sports facilities that support holistic student development and innovation-led learning.

ITM University, Gwalior offers undergraduate, postgraduate and doctoral programs across diverse disciplines including engineering & technology, management, computer science, law, agriculture, pharmacy, sciences, humanities, architecture, design, physical education and hospitality. The curriculum is designed to integrate theory with hands-on learning, internships, industry projects and skill-oriented training so that graduates are employable, entrepreneurial, and future-ready.

The University has consistently been recognized among emerging institutions in Central India for academic excellence, research orientation and strong industry linkage. ITM University has received multiple awards for quality education and innovation from reputed industry and academic bodies over the years. The University promotes a vibrant research culture through funded projects, incubation support, innovation labs, and collaborations with national and international organizations.

ITM University emphasizes value-based education, ethical leadership, and socio-economic contribution to the region. With experienced faculty, modern infrastructure, outcome-based pedagogy and strong placement support, the University is committed to nurturing professionals and entrepreneurs capable of contributing to nation-building and global competitiveness.

AND

Simplifying Skills Consultants Pvt. Ltd. Gurgaon (hereinafter referred to “the Second Party”) a company incorporated under the provisions of the Companies Act, 1956 and having Corporate Identity Number U74909MP2025PTC078646, dedicated to transforming the educational experience by providing students with opportunities that go beyond the traditional classroom. Through innovative, world-class programs, we partner with schools, parents, and students to nurture holistic development, foster global perspectives, and prepare young minds for the

challenges and opportunities of the future, having its office at 8th Floor, Magnum Towers, 1, Golf Course Ext Rd, Sector 58, Gurugram, Haryana 122098 (hereinafter referred to as "Service Provider" which expression shall also unless repugnant to the subject or context or meaning thereof shall mean and include its successors, administrators and permitted assigns) through its Authorized Signatory Mrs. Divya Sharma, duly Authorized to sign and execute this Agreement vide Board Resolution dated 07th January, 2026.

The Institute and the Service provider are hereinafter individually referred to as 'the Party' and collectively referred to as 'the Parties'.

WHEREAS:

1. The ITM University, Gwalior is engaged in providing Professional and Industry oriented education in the state of Madhya Pradesh. University offers a wide variety of Programmes in its constituent Institutes for students, few of which are B.Tech, BBA, MBA, etc., in different technical, management and skill development subjects.
2. The Service Provider is engaged in the business of providing Educational Services.
3. The Service Provider has represented that it has requisite skills, experience, resources and abilities, capable to perform the obligations under this Agreement and has rendered similar services or services of similar scale for various other clients and is desirous of rendering such services to the Institute.
4. The ITM University, Gwalior has agreed to engage & appoint the Service Provider to undertake and render Services as mentioned in the Scope of Work.
5. The Service Provider represents, warrants and undertakes that it is capable of delivering and rendering students' admission to various Institute products Services as mentioned in the Scope of Work.
6. The Parties now express their concerns and desire to document the terms and conditions under which duties and obligations of the parties to render the aforesaid services have been specifically set out.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Scope of Work

To Build India's First Fully AI-Powered University

Simplifying Skills envisions a future-ready university powered by a comprehensive AI-based academic ecosystem that enhances learning outcomes, faculty productivity, student employability, and innovation culture. The following components will be implemented as part of the AI-powered platform:

1.1 AI Powered Platform

1.1.1 LMS

1. Upskilling and Academic Course creation and Learning paths alignment
2. Course alignment to CO/PO (Course Objectives and Program Objectives)
3. Student performance analytics dashboards and leader boards
4. Faculty support with AI (summaries, notes, lectures)
5. Feedback and Engagement tracking
6. Club based learning aligned to 8 career clubs

1.1.2 Assessment Engine

1. Practice and Mock assessments for students
2. Tests and Exam creation for Teachers
3. CO, PO and outcome-based Assessments and evaluation
4. Rubrics-based evaluation and automated reporting
5. Non-academic exams (aptitude, psychometric, internal tests, skills tests)
6. AI proctoring & integrity checks for online assessments
7. Fully automated answer-sheet checking, AI-driven marking with feedback comments.

1.1.3 AI enabled automated placement Engine

1. Company-specific mocks and actual placements
2. Automated CV scoring engine
3. Interview coach (voice, response, content)
4. Personalized placement readiness score

1.2 Training and Placement

1. Skill Training – Aptitude & Reasoning, Verbal Skills, Communication Skills, Personality development & Self Branding, Technical Trainings.
2. Elite High-Package Career Track (15+ LPA Program)
3. Building a High-Impact Hackathon & Innovation Ecosystem for Students
4. Minimum 10 placement drives to be conducted for every eligible student.

1.3 Incubation Support

1. Mentorship Network – Industry experts, start-up founders, faculty mentors.
2. Idea to Prototype Support – Design thinking, prototyping tools, technical guidance.
3. Business & Financial Planning Assistance – Pitch deck creation, market research, budgeting.
4. Legal & Compliance Support – Company registration, IP/patent guidance, regulatory support.
5. Access to Funding Opportunities – Seed funds, grants, investor connects, pitch events.
6. Entrepreneurship Training & Workshops – Lean start-up, marketing, product development.
7. Networking & Industry Tie-ups – Collaborations with corporates and accelerators.

The Institute shall introduce students from various technical and non-technical degrees from first year to final year batches. This Program is applicable for all students admitted to any degree for all years in the institute. The service provider (Simplifying Skills) shall thereafter conduct and execute the program across the university ecosystem.

This platform will focus on student achievement, holistic growth, and deep engagement using the principle of "learning by doing." The program integrates NEP 2020-aligned, future-ready practices for students and faculty to transform the university into a hub of employability and innovation.

2. Delivery Timelines

2.1 AI Powered Platform

	0-3 Months	3-6 Months	6-12 Months	12-24 Months	24-36 Months
	Upskilling and Academic Course creation and Learning paths alignment Course alignment to CO/PO (Course Objectives and Program Objectives)				
LMS	Faculty support with AI (summaries, notes, lectures) Club based learning aligned to 8 career clubs		Student performance analytics dashboards and leaderboards Feedback and Engagement tracking		
Assessment Engine	Practice & Mock assessments for students Tests and Exam creation for Teachers Non-academic exams (aptitude, psychometric, internal tests, skills tests) AI proctoring & integrity checks for online assessments				
	Initiate training on answer-sheet checking	Continue training on answer-sheet checking		Understanding student patterns, rubrics mapping, accuracy learning with faculty validations.	Fully automated answer-sheet checking, AI-driven marking with feedback comments.
			CO, PO and outcome-based Assessments and evaluation Rubrics-based evaluation and automated reporting		
AI enabled automated placement Engine	Company-specific mocks and actual placements Automated CV scoring engine Interview coach (voice, response, content) Personalized placement readiness score				

2.2 Training and Placement

	0-3 Months	3-6 Months	6-12 Months	12-24 Months	24-36 Months
Training	Aptitude & Reasoning, Verbal Skills, Communication Skills, Personality development & Self Branding, Technical Trainings.		Building a High-Impact Hackathon & Innovation Ecosystem for Students		
Placement	Elite High-Package Career Track (15+ LPA Program) Minimum 10 placement drives to be conducted for every eligible student				CO, PO and outcome-based Assessments and evaluation Rubrics-based evaluation and automated reporting

2.3 Incubation Support

	0-3 Months	3-6 Months	6-12 Months	12-24 Months	24-36 Months
Incubation Support	Mentorship Network – Industry experts, start-up founders, faculty mentors. Idea to Prototype Support – Design thinking, prototyping tools, technical guidance. Business & Financial Planning Assistance – Pitch deck creation, market research, budgeting. Legal & Compliance Support – Company registration, IP/patent guidance, regulatory support. Access to Funding Opportunities – Seed funds, grants, investor connects, pitch events. Networking & Industry Tie-ups – Collaborations with corporates and accelerators.				

3. Roles and Responsibilities

Simplifying Skills Shall:

1. Deliver the complete AI-powered platform and all components of the program as per the agreed deliverables, including learning, assessment, incubation, and placement modules.
2. Provide trainers, digital platforms, courseware, assessments, dashboards, and automated reporting systems.
3. Own and operate all intellectual property (IP), content, tools, AI systems, and learning algorithms used during the program.
4. Execute the program end-to-end through digital delivery and AI-driven processes, with necessary physical/on-ground support from the University.
5. Conduct monthly, quarterly, and annual reviews of student engagement, learning outcomes, and institutional performance analytics.
6. Represent the program professionally in any third-party interface, without making any commitment on behalf of the University unless formally authorized.

University Shall:

1. Introduce the AI-Powered University Platform as a structured engagement for all technical and non-technical undergraduate and postgraduate programs.
2. Facilitate student registrations on the Simplifying Skills platform to enable AI-based processing, segmentation, skill mapping, and onboarding.
3. Provide timely academic scheduling, physical infrastructure, and designated faculty coordinators to enable smooth implementation of the platform.
4. Act as the sole liaison for all financial transactions related to the platform, including student data compilation and processing of program fees/payments to Simplifying Skills.
5. Provide necessary physical infrastructure support – classrooms, seminar halls, digital labs, incubation spaces, and internet connectivity for trainers and operations.

6. Appoint a university-level coordinator (or committee) to work with Simplifying Skills and oversee AI platform execution.
7. Ensure faculty and students adhere to Simplifying Skills' branding, messaging, AI-platform usage guidelines, and digital conduct policies.
8. Use only official marketing, communication, and AI-platform training materials provided by Simplifying Skills.
9. Not modify, alter, or reuse any program-related content, platform assets, or AI outputs without prior written consent from Simplifying Skills.

4. Assignment

The Service Provider shall not assign, delegate or transfer any rights, duties or obligations hereunder or interests herein without the prior written consent of the Institute at any time and any such assignment shall be null and void, except for what has been agreed between the Parties.

5. Relationship between the Parties

The Parties to this Agreement are independent of each other. Neither Party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party unless expressly provided herein. This Agreement shall not be interpreted or construed to create an association, joint venture, Agency, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.

6. Confidentiality

The Parties recognize that each of them will be given and have access to confidential and proprietary information of the other. The Parties undertake not to use any of such confidential information for their own corporate purposes or for any purpose without the prior written consent of the Party owning such information and shall use their best efforts to keep confidential, and to cause their respective directors, employees, officers, affiliates, associates and any other persons to whom the above-mentioned information is provided to keep such information strictly confidential, and not to disclose in divulging any confidential information to any of the third party which shall also include Party's confidential and proprietary information.

During the subsistence of this agreement and also for at least 3 months from the due date of termination thereof. The obligations of confidentiality shall not apply to any information that:

1. Was developed independently by the Parties;

2. Was known to the receiving party prior to its disclosure by the disclosing Party;
3. Has become generally available to the public (other than by virtue of its disclosure by the receiving Party);
4. if required in any report or public announcements or disclosures to be submitted to, or made pursuant to the requirements of, any governmental or regulatory body;
5. If required in response to any summons or in connection with any litigation; or
6. If required to comply with any law, order, regulation or ruling applicable to any Party hereto.

Provided that prior to any disclosure in respect of a request to disclose confidential information under the aforesaid sub-clauses (d), (e) and (f), the Party required to make the disclosure must firstly, notify the other Party owning such confidential information and secondly, it shall only disclose so much of confidential information to the authority compelling disclosure, as is required by law.

Following termination of this Agreement or the Agreement coming to an end whichever is earlier, the Parties shall return to each other within 10 days from termination, all documents and information belonging to such person and all copies thereof in the possession or under the control of either of the Parties which does not own such property and all confidential information in whatever media in respect of this transaction contemplated here under.

7. Indemnity

The Service Provider shall indemnify and keep indemnified and hold harmless at all times during the tenancy of this agreement to the Institute against any claim or responsibility, cost and penalty whatsoever which may arise due to, as a result of or consequence of its or its personnel's (a) acts, commission, negligence and/or omission and/or failure to discharge its Services and/or (b) misrepresentation / fraud/ illegal activities to fulfil its scope of work under this Agreement, (c) breach of terms and condition of this Agreement (d) breach of applicable laws, rules, regulations, guidelines (e) breach of handing over of intellectual property rights (f) breach of confidentiality.

8. Term

This agreement is typically valid for five (5) year from the date signed by both parties, unless mutually extended by the Parties in writing or sooner as may be determined mutually by the Parties.

9. Termination

During the term, neither party shall have the right to terminate this Agreement, unless a party is in breach of any of its obligations or terms contained under this Agreement and such default remains 'uncured' after a period of 15 days' notice by the non- defaulting party. Further, if at any time during the tenure of this agreement, any service or part of service rendered by the Service Provider to the Institute is found to be not satisfactory, the Institute reserves the right to terminate this agreement, specifying & highlighting the reasons of dissatisfaction by giving 7 days' notice in writing to the Service Provider.

10. Force Majeure

Neither the Service Provider nor the ITM University, Gwalior shall be liable to either of the parties for any failure or delay in its performance due to any cause beyond its control including war, acts of god, earthquake, riot, sabotage, government acts and other similar events terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, changes in laws or regulations, national strikes, fire, explosion etc.

11. Amendment or Modification

No amendment, change or modification to this Agreement shall be valid unless it is mutually agreed by the parties and shall be signed by the parties thereof.

12. Additional Work

The parties hereby agree that additional works, if any required to be undertaken which do not fall within the Scope of Work, shall entail a separate fee. The Service Provider shall first provide a proposal/quotation of the fee for the additional works and seek prior approval from the Institute, before assuming any additional work. Thereafter, upon both Parties agreeing to the proposal, the Service Provider shall then raise separate invoice for such additional work approved for payment by Institute.

13. Severability

If any provision contained in this Agreement or any portion thereof is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect, legally enforceable in the eyes of law.

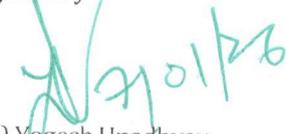
14. Governing Law

This Agreement shall be governed by and construed in accordance with the applicable laws of India.

15. Dispute Resolution

All disputes between the Parties of whatever nature shall be communicated to each other through a written representation and the Parties shall endeavour to resolve the same amicably within a period of 15 days, failing which the parties shall try to resolve disputes amicably and if the dispute is not so resolved, the parties shall refer the dispute to the exclusive jurisdiction of Sole Arbitrator to be appointed by the Institute, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the place of Arbitration shall be at New Delhi. The Courts at New Delhi shall have jurisdiction to resolve the disputes, in the absence of Arbitration proceedings.

In WITNESS WHEREOF; the above-mentioned Institute and the Service Provider have caused this agreement to be executed as of the day and year written below:

For SIMPLIFYING SKILLS CONSULTANTS PVT. LTD., GURGAON	For ITM UNIVERSITY, Gwalior Madhya Pradesh, India
Authorized Signatory  Name: Mrs. Divya Sharma Designation: Co-Founder and COO Contact: 7798283335 Email: connect@simplifyingSkills.com Place: Gurgaon Date: 07/01/2026	Authorized Signatory  Name: Prof. (Dr.) Yogesh Upadhyay Designation: Vice Chancellor Email: vc@itmuniversity.ac.in Place: Gwalior Date: 07/01/2026

Witness (First Party)


Akash Sharma

Signature and Name

Witness (Second Party)


(Dr. Vani Agrawal)

Signature and Name