

MEMORANDUM OF UNDERSTANDING (MoU)**BETWEEN****ORCHID UNIVERSITY (SIKKIM)****AND****GLOBAL IDEAZ****2026**

This Memorandum of Understanding ("MoU") is made and entered into on this 30th day of **October, 2026**, at Mangan, Sikkim.

BETWEEN

ORCHID UNIVERSITY (SIKKIM), a State Private University in Sikkim, India, established under the **Sikkim Private Universities (Establishment and Regulation) Act, 2025 (Act No. 25 of 2025)** and notified by the Government of Sikkim vide **Notification No. 11/(656)L&PAD/2021/30**, and recognized under **Section 2(f) of the UGC Act, 1956** vide **UGC Letter No. F.8-4/2026(CPP-I/PU)/176301**, for the purpose of conducting various Degree and Diploma programmes besides vocational education and training, having its Campus at **Orchid University, Upper Singhik Mallang Dzong Koti, District Mangan, Sikkim- 737116**, hereinafter referred to as "Orchid University" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

GLOBAL IDEAZ, an organization engaged in student outreach, counseling, admission facilitation, and enrollment support services, having its registered office at **49C, Road 1, Ashok Nagar, Ranchi, Jharkhand-834002**, hereinafter referred to as the "**Admission outreach partner**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **SECOND PART**.

CAMPUS

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Overview

Orchid University, Sikkim is envisioned as India's first value-driven, skill-based intergenerational university, founded on the belief that education should create dignity, opportunity, livelihood, and purpose. Rooted in Indian values, strengthened by industry partnerships, and guided by compassion, the University represents a transformative model of higher education aligned with the vision of **Viksit Bharat**, the **National Education Policy (NEP) 2020**, and the **United Nations Sustainable Development Goals (SDGs)**.

The University has been established to address one of India's most significant educational challenges millions of young people who are unable to pursue higher education due to financial constraints, limited access, or lack of relevant opportunities. Orchid University seeks to bring this untapped talent back into the education ecosystem by creating pathways that enable learners to **earn while they learn**, acquire industry-relevant skills, and build sustainable careers, while contributing to India's growing demand for a future-ready workforce.

Inspired by the lived experiences of its founders, who personally faced barriers to higher education, the University is driven by a simple yet powerful mission: **no aspiring learner should be deprived of higher education because of circumstance**. This vision is supported by the institutional expertise of Distil Education Group, which has over a decade of experience in skill development, vocational education, and large-scale industry and government partnerships across India. The University's strategic direction is further strengthened by a distinguished board comprising eminent industrialists, academicians, philanthropists, Padma Shri awardees, diplomats, and senior public leaders.

At the heart of Orchid University's academic philosophy is the seamless integration of **education, skills, employment, and livelihood**. Through industry-immersive, experiential learning programmes aligned with NEP 2020, the University transforms the traditional campus into an "**Industry as a Campus**" ecosystem, where employers actively participate in curriculum design, practical learning, mentorship, and employment outcomes. Supported by a network of **800+ industry partners**, including leading national and global organisations, every programme is designed to deliver practical competence alongside academic excellence.

A defining feature of the University is its **stipend-based internship and placement model**, enabling students to begin earning from the start of their academic journey through structured workplace learning. This innovative approach reduces the financial barriers that often lead to student dropouts while providing meaningful industry exposure, professional confidence, and real-world experience.

With a team of **500+ professionals**, collaborations across **10+ countries**, and an ambitious vision to expand opportunities for learners across India, Orchid University combines global perspectives with strong Indian cultural and ethical foundations. Its industry co-designed curriculum ensures that graduates are not only academically qualified but also job-ready, future-ready, and equipped with the adaptability required in a rapidly evolving global economy.

What truly distinguishes Orchid University is its **intergenerational and compassion-driven learning ecosystem**. By integrating an on-campus orphanage and old-age home into the broader educational environment, the University creates opportunities for meaningful interaction across generations, nurturing empathy, emotional intelligence, social responsibility, and ethical leadership. This holistic approach ensures that education extends beyond professional success to character formation and responsible citizenship.

Through flexible academic pathways, progressive pedagogy, and deep industry engagement, Orchid University develops graduates who combine technical competence with integrity, compassion, and leadership. Every learner is empowered to lead with confidence, serve with humility, and contribute meaningfully to society.

Orchid University is not merely preparing students for employment it is creating a new model of higher education that connects learning with livelihood, excellence with empathy, and knowledge with nation-building. By empowering individuals to learn, earn, and lead with purpose, the University is contributing to the creation of a skilled, self-reliant, inclusive, and future-ready India.

Orchid University – Skilled to lead. Rooted to serve. Connected to Succeed.

BACKGROUND

Orchid University, Sikkim, is a State-enacted university established under the **Orchid University, Act, 2025 (Act No. 25 of 2025)**, duly notified by the Government of Sikkim and recognized under **Section 2(f) of the UGC Act, 1956**. The University is headquartered at **Mangan, North Sikkim**, and is committed to advancing **industry-integrated, skill-based higher education**.

Orchid University has been established with the objective of **bridging the gap between education and employability** by creating a system where learning is directly aligned with **industry demand, practical exposure, and career outcomes**. The University operates on a

work-integrated, skill-based education model, wherein academic learning is seamlessly combined with **structured on-the-job training and real-world application**.

The University delivers NCeF-aligned **Degree, Diploma, Certificate and Short-Term programmes** designed to be **industry-aligned, demand-driven, and outcome-focused**, enabling learners to develop relevant skills, gain practical experience, and enhance employability from the early stages of their academic journey.

In furtherance of its objectives, Orchid University collaborates with **industry partners, academic associates, and technology-enabled learning organizations** to expand access to quality higher education and skill development. The University adopts a **structured academic delivery ecosystem**, enabling scalable and standardized implementation of its programmes across geographies. Under this framework, authorized partners are engaged as **counseling and Training Centres**, responsible for facilitating **student outreach, academic programmes information hub support, and local industry outreach**, in alignment with the University's academic standards and regulatory framework.

Through this integrated model, Orchid University aims to develop a **highly skilled, industry-ready talent** across key sectors including **Tourism & Hospitality, Food processing, Agriculture, Gem & Jewellery, Handicrafts, Hydrocarbon, Logistics, Power, Retail, Healthcare, Automotive, Construction, Capital Goods & Manufacturing, IT & ITES**, and other emerging domains thereby contributing to **national skill development, employment generation, and inclusive economic growth**.

WHEREAS

The Admission outreach partner is engaged in the business of student mobilization, counseling, outreach, and admission facilitation services and possesses the necessary network and capabilities for student acquisition.

Both Orchid University and the Admission outreach partner:

- a) Recognize the importance of ethical student acquisition and transparent admission processes
- b) Acknowledge the need to expand access to higher education across geographies
- c) Intend to collaborate by leveraging Orchid University's academic framework and the Admission outreach partner's outreach capabilities

INTENT

ORCHID UNIVERSITY, SIKKIM

To establish a structured framework for student outreach, mobilization, awareness programmes, digital campaigns, promotion of academic programmes, and admission facilitation for various programmes offered by Orchid University.

Under this framework, the Admission outreach partner shall collaborate with Orchid University as an Authorized Admission outreach partner, contributing towards student acquisition, counseling, and enrollment facilitation.

NOW, THEREFORE

Orchid University and the Admission outreach partner hereby agree as follows:

ROLE AND RESPONSIBILITIES:

Orchid University shall act as the academic authority and awarding body for all programmes, responsible for admissions approval, academic governance, student registrations, eligibility verification, academic quality assurance and certification.

The Admission outreach partner shall act as an Authorized Admission outreach partner, responsible for student mobilization, counseling, CRM updates, documentation, admission tracking, branding compliance, data protection, participation in audits, grievance escalation, and admission facilitation, in accordance with the University's guidelines and policies.

Orchid University shall have the sole authority to accept or reject any application without assigning any reason.

SCOPE OF THE MoU

This MoU establishes a non-exclusive collaborative framework between Orchid University and the Admission outreach partner for student outreach, mobilization, and admission facilitation.

Orchid University shall be the sole authority for admission approval and certification.

SCOPE AND TERMS OF INTERACTION

Both Orchid University and the Admission outreach partner shall collaborate through the following:

- a) The Admission outreach partner shall identify and mobilize prospective students through various outreach channels

- b) The Admission outreach partner shall conduct counseling sessions to guide students on programme selection
- c) The Admission outreach partner shall assist candidates in application submission and documentation
- d) The Admission outreach partner shall coordinate with Orchid University for admission processing and follow-ups
- e) The Admission outreach partner shall ensure all information shared is accurate and approved by the University
- f) The Admission outreach partner shall maintain proper records of leads and admissions
- g) Both Parties may organize seminars, webinars, and awareness programmes
- h) The Admission outreach partner shall not make any false commitments regarding placements or outcomes
- i) The Admission outreach partner shall not collect any fees from prospective students without the prior written authorization of Orchid University.
- j) Any use of Orchid University's name or brand shall require prior written approval
- k) The Admission outreach partner shall ensure compliance with all applicable laws, regulations, and University guidelines while conducting admission-related activities
- l) The Admission outreach partner shall ensure that all branding, marketing, promotional materials, and any form of communication referring to the University are subject to prior written approval of the University before use, publication, or dissemination.

CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) A joint coordination mechanism shall be established with designated single point of contacts (SPOCs)
- b) All operational and financial aspects, including Incentive structure, shall be mutually agreed in writing
- c) The Admission outreach partner shall be entitled to a mutually agreed Incentive or incentive per admission
- d) Payments shall be made post fee realization and verification
- e) No payment shall be made for cancelled, refunded, or invalid admissions
- f) The Admission outreach partner shall be entitled to a Incentive equivalent to **80% of the net programme fee collected from each eligible student**, or such other percentage as may be mutually agreed upon in writing by both Parties. As per annexure-A
- g) The Incentive shall be applicable only on confirmed admissions where the student has paid the prescribed fee and enrollment is validated by Orchid University
- h) The Incentive shall be paid within 45 days from the date of fee realization by Orchid University
- i) No Incentive shall be payable in case of admission cancellation, withdrawal, refund, or if the student is found ineligible at any stage
- j) The Admission outreach partner shall not have any right to claim Incentive for admissions not recorded or approved by Orchid University

- k) All payments shall be subject to applicable taxes, statutory deductions, and compliance with prevailing laws
- l) The Admission outreach partner shall bear all lodging, boarding, and travelling expenses incurred in connection with assessments or related activities.
- m) The Admission outreach partner shall not issue any admission offer, admission confirmation, scholarship assurance, placement guarantee, or any commitment on behalf of Orchid University without prior written authorization from the University. All admissions shall remain subject to verification, approval, and confirmation by Orchid University.

NON-EXCLUSIVITY

This MoU is non-exclusive in nature

EFFECTIVE DATA AND DURATION OF THE MoU

- a) This MoU shall come into effect upon execution
- b) This MoU shall remain valid for a period of three (3) years from the Effective Date unless terminated earlier in accordance with this MoU.
- c) Either Party may terminate this MoU by providing a prior written notice of 30 (thirty) days
- d) Immediate termination may occur in case of misrepresentation, fraud, or reputational risk

INTELLECTUAL PROPERTY RIGHTS (IPR)

All branding and intellectual property usage shall be subject to prior approval of Orchid University.

CONFIDENTIALITY

Both Parties shall maintain the confidentiality of all confidential information exchanged under this MoU.

DISPUTE RESOLUTION AND JURISDICTION

Any dispute arising out of or in connection with this MoU shall, in the first instance, be resolved through mutual consultation and good-faith negotiations between the Parties. Failing which, they shall be subject to the jurisdiction of competent courts in Sikkim.

AMENDMENTS

No amendment or modification to this MoU shall be valid unless made in writing and signed by the duly authorized representatives of both Parties.

For and on behalf of

ORCHID UNIVERSITY

For and on behalf of

GLOBAL IDEAZ

Name: Mr. Vikas Shukla

Designation: Co-Founder & Managing Director

Name: Dr. Arif Habib

Designation: Director

ANNEXURE – A

Commercial Terms & Programme-wise Revenue Sharing

This Annexure forms an integral part of the Memorandum of Understanding (MOU) executed between **Orchid University** and **Global Ideaz**. The commercial terms mentioned below shall be applicable unless revised through mutual written consent of both parties.

S. No.	Programme Category	Programme Name	Duration	Revenue Sharing / Commercial of Partner
1	Diploma	Polytechnic Diploma	3year	50-70%
2	UG	BA, BBA, BCA, B. tech	3Years/ 4Year	50-70%
3	PG	MTech, MBA, MCA, MA, M.sc	2Years	50-70%
4	Certification	Certification programme	3,6,9,11 months	80%

Notes: The commercial/revenue-sharing arrangement shall be calculated on the **total tuition fee** of the respective course. The **applicable fee structure** for each programme will be shared separately by Orchid University and shall be considered an integral part of this commercial arrangement. Any revisions to the fee structure shall be communicated to the Partner in writing from time to time.

*Additional Charges will be applicable like Provisional Degree Certificates etc.

Annexure B-

Remuneration model-

Admission Range	1-20	21-50	51-100	101+
Revenue Share	50	55	60	70

* The rates have been finalized based on an annual commitment. Admission performance will be reviewed quarterly, and if the actual admissions fall short of the agreed commitment, the rates may be reviewed and revised accordingly.