





Ref. No: - IASC SSC/MIT/2019-20/2037

Dated: 25th Jan 2020

Τσ,

The Director

MIT, Meerut

Sub: Roles & responsibilities post MOU sign off

Dear Sir,

We are thankful for your kind courtesy extended to us during our visit to your campus on 16<sup>th</sup> Jan'20 regarding the MOU between IASC SSC & MIT, Meerut for new technical based training programme for the budding candidates.

Team IASC welcomes MIT to be a part of our council and sign off the MOU to become the centre of excellence (COE).

Further to the MOU Sign-off between 'IASC SSC' and 'Meerut Institute of Technology', the council expects MIT to do the following, other than the points mentioned in MOU:

- 1. Identify your Master Trainer (s)
- Certification of Master Trainer(s) through Training of Trainer (TOT) program at IASC Research & excellence centre at Baghpat (UP)
- 3. Organize paid courses for students of Engineering (B.Tech), Polytechnic and ITI in nearby areas on IASC job roles in your college as per our discussion and create more employability.
- 4. Invite Industries, operating in Instrumentation Automation Surveillance & Communications sectors, to campus and initiate to address domain and skill gaps of their employees.

We look forward to a fruitful association and your participation in this noble cause to make indiaskill capital of the world.

Thanking You,

Sincerely

(Head - Partnerships & Operations)

Instrumentation Automation Surveillance & Communication

in Surve

Sector Skill Council

Sector Skill Council



E-mail: info@iascsectorskillcouncillin \* Web: www.iascsectorskillcouncil.in

## MEMORANDUM OF UNDERSTANDING

## Between

Instrumentation Automation Surveillance & Communication Sector Skills Council (IASC SSC)

And

Meerut Institute of Technology (MIT)

Meerut, (U.P.)

Date: 16<sup>th</sup> Jan 2020





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## Memorandum of Understanding

This **Memorandum of Understanding** made and entered into on this 16<sup>th</sup> Day of January, 2020 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

Instrumentation Automation Surveillance & Communication Sector Skill Council (IASC SSC), a Section 8 not-for-profit company under aegis of Ministry of Skill Development & Entrepreneurship, Govt of India having its head office at 201-202, STBP NSIC Complex (Gate no 2), Okhla Industrial Estate, New Delhi - 110020, India. (Hereinafter referred as "IASC"), represented by Mr. Ajay Bhushan, Officiating CEO which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PART.

#### AND

Meerut Institute of Technology (MIT) is a premier institution for technical education. It is represented by Dr. Alok Chauhan, Director, who is duly authorized to sign this document "hereinafter referred to as "Center of Excellence", which expression shall, unless it is repugnant to context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS this MOU is to set out the framework for working relationship between Instrumentation Automation Surveillance & Communication Sector Skill Council (IASC SSC) and Meerut Institute of Technology (MIT), Meerut.

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MEERUT INSTITUTE OF TECHNOLOGY MEERUT THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The purpose of the MOU is to meet the requirement of, IASC SSC and Meerut Institute of Technology (MIT), Meerut expansion for new technical skill based manpower training and train existing employees and faculty and intern training students in chosen skills of the IASC Sector.

#### A. Roles & Responsibilities:

#### Instrumentation Automation Surveillance & Communication Sector Skills Council (IASC SSC)

- IASC SSC will enable in position of QP/NOS based & NSQF aligned courses into Meerut Institute of Technology (MIT).
- IASC SSC will explore the creation or alignments of its existing Qualification Packs
  (QP) / National Occupation Standards to the curriculum decided by Meerut Institute
  of Technology (MIT). IASC SSC and Meerut Institute of Technology (MIT) Meerut
  will jointly work for mapping Skills requirements of the industry demand and
  student requirements.
- 3. IASC SSC will support, Meerut Institute of Technology (MIT), Meerut in development of their training eco-System for imparting skill based training in Instrumentation, Automation, Surveillance & Communication Broadcasting sector.
- IASC SSC will support Meerut Institute of Technology (MIT), Meerut in training their faculty under Training of Trainer (ToT) program for imparting skill based training under the QPs of the NSQF.
- IASC SSC and, Meerut Institute of Technology (MIT), Meerut will mutually explore
  possibility of spreading the skilling model in other academic institutions affiliated or
  relate to Meerut Institute of Technology (MIT), Meerut.
- IASC SSC will help and guide, align the training requirement of Meerut Institute of Technology (MIT), Meerut to industry requirement.
- 7. IASC SSC will create awareness about the skills program among the Meerut Institute of Technology (MIT), Meerut students and teaching community
- MIT along with the support IASC-SSC will facilitate OJT, internship and placement support with industry participation.
- IASC-SSC will take / propose other measures as may be considered necessary to promote skill based, industry focused programs in the larger interest.

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DIRECTOR
MEERUT INSTITUTE OF TECHNOLOGY
MEERUT

#### Meerut Institute of Technology (MIT), Meerut:

- Meerut Institute of Technology (MIT), Meerut will adopt Qualification pack (QP) for training for different job roles as agreed mutually including roll out of courses for Engineering Students to provide them industry focused skill based education.
- Meerut Institute of Technology (MIT), Meerut will request requirement of new QPs as per specific needs
- Meerut Institute of Technology (MIT), Meerut will create the labs, working classrooms and teaching infrastructure as advised by IASC SSC for each QP
- Develop requisite infrastructure for imparting training in specific QPs and deploy all tools and aids as suggested by IASC SSC.
- Meerut Institute of Technology (MIT), Meerut will provide all faculty for imparting the training and IASC SSC will support in capacity building of the faculty for teaching the QPs
- Meerut Institute of Technology (MIT), Meerut will share its expertise and best practices in training, forecasting, trends, and research and development etc.
- Meerut Institute of Technology (MIT), Meerut will take other measures as may be considered necessary to promote the course of skill based industry focused educational programs.
- Meerut Institute of Technology (MIT), Meerut will facilitate organization of ToT, ToA, and Faculty Workshop etc. as may be required.
- Meerut Institute of Technology (MIT), Meerut will Endeavour to set up a Centre of Excellence for promotion of ToT, ToA, high end learning, research etc.

#### Financials:

The provision will be worked out mutually between IASC SSC, Meerut Institute of Technology (MIT), Meerut and SSEPL Skills Pvt.Ltd.as the relationship progresses and these provisions will be respected by both the parties after the same is finalized and will be annexed to this MoU.

#### Duration / Term of the MoU:

- a) This MoU shall be valid for three (3) years from the date of it's coming in force and may be mutually extended from time to time in writing by the parties.
- b) This MoU is a document of good faith. Its implementation would be monitored on a six monthly basis.

DIRECTOR
MEERUT INSTITUTE OF TECHNOLOGY

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#### Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

#### Termination:

The parties can terminate this **MoU** after serving 6 (six) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid. In such a case, it will be ensured that batches running are completed in all respect before termination of relationship.

#### Force Majeure:

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, riots, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

#### B. Governing Law and Dispute Resolution

This Understanding shall be governed by and constructed in accordance with the laws of India

i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between IASC SSC and Meerut Institute of Technology (MIT), Meerut in connection with this Agreement shall be referred to the designated officials of IASC SSC and Meerut Institute of Technology (MIT), Meerut for mutual discussions and negotiations.

MEERUT INSTITUTE OF TECHNOLOGY

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of first written above.

Instrumentation **Automation Surveillance** & Communication Sector Skill Council

(Ajay Bhushan)

Officiating CEO



Witness:

1. SANJEEU PANDEY

HPO - IASC SSC

2. PANSAN. KUMAK. Form Exe. AMI- (Relministration)

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Meerut Institute of Technology (MIT), Meerut

(Dr. Alok Chauhan)

Director DIRECTOR MEERUT INSTITUTE OF TECHNOLOGY
MEERUT

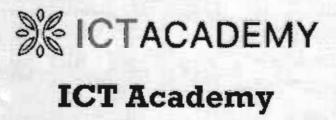
Witness:

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(MANGEN KAUSHIK)
MIT. Meesut

# **Memorandum of Understanding**

Between



And

MEERUT
INSTITUTE OF
TECHNOLOGY

**Meerut Institute of Technology** 

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this day of 05th December 2020

#### BETWEEN

**M/s ICT Academy**, a non profit Society incorporated under the Tamilnadu Societies Registration Act, 1975 and having its Office at B – 308 & 309, Som Datt Chamber – 1, Bhikaji Cama Place, New Delhi – 110066 (hereinafter called as "ICT ACADEMY" which expression shall, wherever the context so permits mean and include successors and assigns.)

#### AND

Meerut Institute of Technology, Meerut a technical education institute established under Vishnu Education Foundation and having its office at NH-58, Baral Partapur Bypass Road, Meerut, 250103, Uttar Pradesh, India (hereinafter called as "MIT, Meerut" which expression shall, wherever the context so permits mean and include successors and assigns.)

#### WHEREAS

ICT ACADEMY is established as a society with Initiative of Government of India, State Governments and Industry. It is the pioneering venture under the public-private-partnership (PPP) model that endeavours to train the higher education teachers in the areas of Information and Communication Technology (ICT) thereby making their students to be industry-ready.

The core objective of ICT ACADEMY is to train the faculty members of Engineering, Management, Arts and Science Colleges across the nation. ICT ACADEMY will develop and maintain a world class ICT industry related curriculum and content in close association with Academia and industry, which would be made available to faculty members throughout the state through an online portal. Industry experts would train the learned faculty to keep them abreast of the industry demands and thereby the students. The Academy shall have a core team of faculty members to conduct the training. This core team would be supported by faculty members deputed from Industry as well drawn from the educational Institutions.

#### About Meerut Institute of Technology, Meerut

The trust "Vishnu Education Foundation" was formed in 2007 by Er. Vishnu Saran, the known philanthropist, and like minded persons. Like minded philanthropists of this region joined hands and took upon themselves the social causes and established charitable hospitals and vocational schools. They felt the need on the turn of the century to train the technical man power for the new millennium and established engineering institutes, hence the foundation of Meerut Institute of Engineering & Technology,

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Meerut was laid in 1997 to prepare young man and women for the new millennium. Then promoters founded Meerut Institute of Technology in 2007 under another charitable trust Vishnu Education Foundation.

The promoters realizing the need to train young men and women for the new millennium for the industrialized India under the shadows of Globalization of trade and thus established Meerut Institute of Technology at Meerut in 2007. In 2008 the promoters have established one more institute for educating students in the field of computer application. These institutes are now approved as single Technical campus (or integrated campus) as per latest guidelines of AICTE since July 2010, working in the name and style of MIT Group of Institutions, in 8.598 Acres of land under the preview of AICTE in a phased manner. This Institute is being promoted keeping the above cardinal principles in view Academic excellence, in serene calm environment, state of the art laboratories equipped with all facilities, are its hall mark.

ICT ACADEMY is agreeable to enter into this MOU with MIT, Meerut as per the terms and conditions set out hereunder:

#### Now this MoU witnesses as under:

#### 1. Scope of the MoU

- 1.1 The MIT, Meerut hereby agrees to become the Institutional Member of ICT ACADEMY
- 1.2 ICT ACADEMY and MIT, Meerut would collaborate to offer services to the faculty members of the college in the areas of Information and Communication Technology.

#### 2 Role of ICT ACADEMY

- 2.1 ICT ACADEMY shall conduct minimum of ten industry relevant faculty development training program every year in the domain of ICT
- 2.2 ICT Academy conducts Faculty Development Programs and expert-led workshops for the faculty members through Skycampus Virtual FDPs / In-Class Training Programs / Blended mode.
- 2.3 ICT Academy would train minimum 20 faculty members of its member institutions in a year. Every Faculty development Program is supported with effective pedagogical tools for the faculty to use in transferring the knowledge to students in the colleges.
- 2.4 ICT ACADEMY shall provide faculty training and certification for minimum of 03 faculty members of MIT, Meerut for every course, however the maximum number of faculties may exceed up to 15 faculty members per course whenever the venue is at MIT, Meerut campus
- 2.5 ICT ACADEMY shall provide various domain specific training programs either drawn from the Industry or approved by the industry at a subsidized cost to the students of the affiliated institutions based on the interest of the institution

- 2.6 ICT Academy shall also support the institution in getting the membership and resources from various corporate partners to the university.
- 2.6.1 ICT Academy will organize 3 SkyCampus Seminars at MIT, Meerut based on the confirmation from the institution.
  - HR Conclave
  - Startup Conclave
  - Technical Conclave

Among the above organized in a year wherein minimum 3 to 4 industry speakers will be invited to address the students on the topic given by the institution

- 2.7 ICT ACADEMY would provide training to 3 teachers of MIT, Meerut on every training program apart from the 20 certifications as specified in clause 2.2 whenever the venue is out of the MIT, Meerut campus.
- 2.8 ICT ACADEMY would invite MIT, Meerut to nominate two teachers on every special training program at free of cost.
- 2.9 ICT ACADEMY would provide online access to ICT ACADEMY research journals on quarterly basis at free of cost.
  - ICTACT Journal on Communication Technology (IJCT) (UGC CARE Listed)
  - ICTACT Journal on Image & Video Processing (IJIVP) (UGC CARE Listed)
  - ICTACT Journal on Soft Computing (IJSC) (UGC CARE Listed)
  - ICTACT Journal on Microelectronics (IJME) (UGC CARE Listed)
  - ICTACT Journal on Management Studies (IJMS)
  - ICTACT Journal on Data Science and Machine Learning (IJDML)
- 2.10 ICT ACADEMY shall notify about the programs to MIT, Meerut and assist in the active participation of faculty members.
- 2.11 Free Software, Tools, Training & Assessment from ICT ACADEMY Technology Partners
- 2.11.1 Oracle Academy
- 2.11.2 Free Software Oracle 11 G (120 Licenses) & Trained faculty will train and certify any number of students at free of cost
- 2.11.3 The 120 licenses will be provided to each department for the colleges opting for ICT Academy Membership
- 2.11.4 The licenses provided by Oracle is Academic version which is not meant for Commercial Purpose.
- 2.11.5 Through the installed licenses trained and certified faculty members will teach the students, provide soft copy materials, conduct exam in Oracle portal and sign the certificate of Oracle for the students.
- 2.11.6 Faculty members will be trained in Oracle Java Fundamentals and Java Programming & Oracle Programming using PL/SQL
- 2.11.7 No cost involved for the faculty or students to get trained and certified in Oracle programs mentioned above.

- 2.11.8 The licenses provided by Oracle is valid for 3 years which will be renewed after the mentioned period
- 2.11.9 The certificate which the faculty getting from Oracle is globally valid

#### 2.12 Amazon Web Service Educate member

- 2.12.1 On-line training program from Amazon Web Services (AWS-Educate), at free of cost for one year (\$200 credit for each faculty & \$100 credit for each student)
- 2.12.2 Provide educators and students with resources for cloud-related learning. Those at member institutions receive twice as many AWS credits, demos and special on-campus programs.
- 2.12.3 Professors, teaching assistants, and educators receive access to AWS technology, open source content for their courses, training resources, and a community of cloud evangelists.
- 2.12.4 Students receive credits for hands-on experience with AWS technology, training, content, career pathways and the AWS Educate Job Board.
- 2.12.5 Path to Cloud Learning
- 2.12.6 AWS Educate Cloud Career Pathways provide students with access to credits, training, and the option to choose their desired cloud career. AWS Educate delivers a personalized path that includes content, knowledge checks, and badging that guides them through the learning process. The Cloud Career Pathways are available in all countries globally, with some exceptions.
- 2.12.7 Find Cloud Job
- 2.12.8 The AWS Educate Job Board includes entry-level cloud jobs from global employers and companies. Students can search job requisitions that match their selected job family and skill set, and apply for positions directly in the Job Board. Features associated with the AWS Educate Job Board are available in all countries globally, with some exceptions.

#### 2.13 Skill Development Program with Placement support

2.13.1 ICT Academy will organize various Skill Development programs in association with industry partners will also be supported by corporate to hire the trained students on various niche technologies. This programs may vary from time to time which will be communicated well in advance to the member college to identify the students.

#### 2.14 Youth Contests

- ICT Academy Youth Talk Delhi NCR
- Kalam Book Writing contest

All member college students can take part in both the contests with no cost implications and the winner of the contests will be awarded with cash prizes and trip to foreign countries

- 2.15 Supporting International / National Conferences (All Disciplines, according to the scope of ICT Academy)
- 2.15.1 Articles selected in the conference will undergo one review process to ensure the quality of the paper and it will be published based on the recommendation from the reviewer. ICT ACADEMY will support the colleges in bringing Experts and Professionals from Academia and Corporate to enable the colleges to get the relevant resources according to the conference titles

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#### 3 Role of MIT, Meerut

- 3.1 MIT, Meerut shall identify and depute one Dean / HOD as single point of contact for ICT ACADEMY activities at the university.
- 3.2 MIT, Meerut shall provide the following infrastructure at its campus for the programs to be conducted by ICT ACADEMY.
  - a. Computer Lab infrastructure with 50 seat capacity
  - b. LCD projector & Screen, White board and other AV equipments
- 3.3 MIT, Meerut hereby undertakes that it shall not utilise the contents, training materials, and such other information provided hereunder beyond the scope of this MoU and shall not share such information with any third party or render services utilising the materials, contents, training materials to third parties with out the consent of ICT ACADEMY.
- 3.4 MIT, Meerut shall provide necessary food facilities to the participating faculty members at no profit no loss and the nominal fee would be charged from the participant faculty members during registration.
  MIT, Meerut shall also provide necessary food facility free of cost to the resource persons during the programs to be conducted by ICT ACADEMY at MIT, Meerut campus.
- 3.5 MIT, Meerut shall send a formal communication to all its departments to nominate faculty members for the FDPs jointly organized by ICT Academy.

#### 3.6 Institutional Membership Fees

MIT, Meerut has agreed to pay INR **59000/- (Fifty Nine Thousand only)** to become the Institutional Member of ICT Academy. And the payment details are as follows Online transfer carrying the reference number PUNBH20340056499 on 05.12.2020

#### Other Terms

- 3.7 Both the Parties shall explore & jointly develop new courses for the teachers from time to time, the terms for the same will be discussed as and when required and mutually agree upon the terms and the commercials in writing.
- 3.8 Both the Parties shall explore to work on specific ICT related research areas as per the industry requirements and agreed upon by both the parties.

#### 4 Operation of this MoU

- 4.1 Upon execution of this MoU, ICT ACADEMY shall communicate to the MIT, Meerut the training schedules. Thereupon, the Parties shall mutually discuss and agree on the operational terms based on which ICT ACADEMY would offer its various other services.
- 5 Validity of this MoU

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- 5.1 The MoU may be renewed on completion of one year and on the terms mutually agreed to between the Parties. Being failed on which will stand suspended until resolved.
- 5.2 The Parties shall enter into firm binding agreements on the areas which are not covered under this MoU. Upon the execution of such agreements, this MoU may be terminated. Both parties shall have right to terminate this MoU if any of the party does not comply with its obligations under this MoU by issuing 30 days prior notice.

#### 6 CONFIDENTIALITY

- 6.1 The Parties shall treat all information, documents, contents and materials pertaining to ICT ACADEMY or MIT, Meerut provided under this MoU as confidential.
- 6.2 ICT ACADEMY or MIT, Meerut shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MoU.
- 6.3 The confidentiality of information shall survive the termination of this Agreement.
- 6.4 Upon the termination of this MoU, MIT, Meerut shall return all the contents, training materials and such other information provided by ICT ACADEMY under this MoU duly with out any undue delay and in cases where such information is not capable of being returned destroy the same and provide a certificate that to ICT ACADEMY.

#### 9 INTELLECTUAL PROPERTY

9.1 All the intellectual property rights with respect to the programs, contents provided by ICT ACADEMY shall vest with ICT ACADEMY and upon the termination of this Agreement by efflux of time or such other earlier termination, the college shall not have the right to use programs, contents, and such other training materials installed under this MoU and return the same to ICT ACADEMY. The MIT, Meerut shall not infringe the intellectual property rights of ICT ACADEMY and shall duly intimate of any such infringement by any third parties.

#### 10 INDEMNITY

- 10.1 Both Parties agrees to hold harmless and indemnify, from and against all action, demands, proceedings, prosecutions, attachments, claims or causes of action whatsoever, including (but not limited to) attorneys' fees and other costs arising out of:
  - (a) Any breach of this Agreement by both parties
  - (b) Any negligence on the part by both parties

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#### 11 NOTICES

11.1 All notices regarding this Agreement shall be by personal delivery or by certified or registered mail, postage prepaid, at the addresses as either of them may so provide by notice given to the other in the same manner.

#### 12 GOVERNING LAW:

This MOU is made under and shall be governed by and construed under the laws of the Republic of India under the jurisdiction of the courts at Delhi.

#### 13 ARBITRATION

In the event any of any claim, controversy, dispute or difference between Parties, arising out of or in connection with or in relation to this Agreement, either Party will be entitled refer the same to arbitration in accordance with the rules of arbitration of the Arbitration and Conciliation Act 1996. There shall be three arbitrators, one to be appointed by ICT ACADEMY, the other to be appointed by MIT, Meerut and the third to be appointed by the two arbitrators appointed by the Parties. The award of the arbitrators shall be final and binding on the Parties. The Arbitration proceedings shall be held at Delhi.

In witness whereof the Parties have executed this MoU on this day of 05th December 2020

For ICT Academy

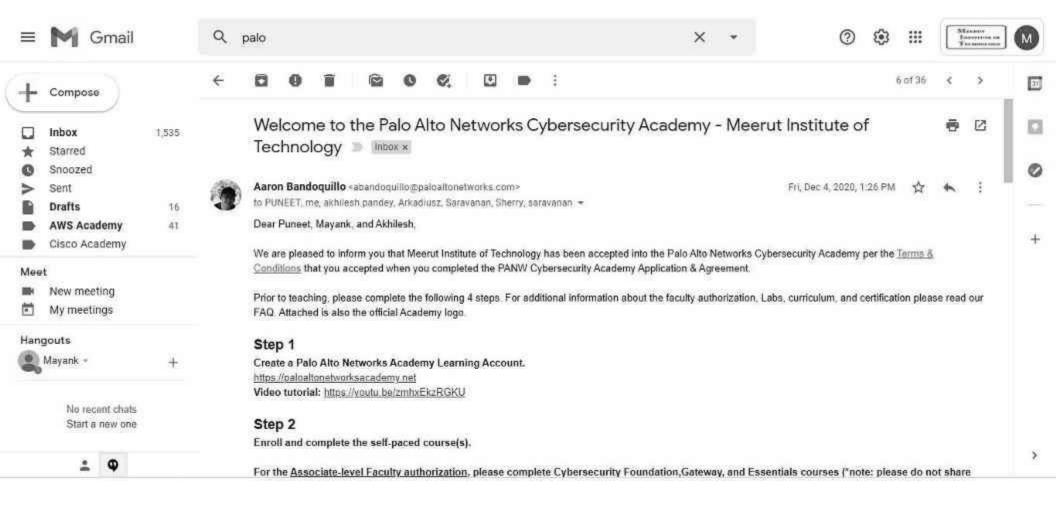
Name: VIPUL KUMUR.
Designation: R.M.

(ATUSHIINGHAL)

For MIT, Meerut

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Witness 2



## AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is made on 30-Jun-2020

BETWEEN VICTORIA UNIVERSITY a body politic and corporate pursuant to the

(VU) Victoria University Act 2010 of Ballarat Road, Footscray, Victoria

ABN 83 776 954 731

AND Meerut Institute of Engineering & Technology (MIET)

(Organisation)

N.H. 58, Delhi-Roorkee Highway, Baghpat Road Bypass Crossing,

Meerut - 250005. UP (India)

#### BACKGROUND:

A. SAP is enterprise software to manage business operations and customer relations

- B. The Organisation provides SAP training.
- The Organisation requires the provision of the services described in item 1 of Schedule A (Services).
- D. VU has agreed to provide the Services in accordance with the terms of this agreement.

#### AGREED:

#### SERVICES

1.1 VU will provide the Services in the manner specified in this agreement, with due care, skill and judgment, during the Term set out in item 5 of Schedule A.

#### 2. CONTRACT MANAGERS

2.1 Each party appoints the person listed as Contract Manager in item 4 of Schedule A as its authorised representative in respect of this agreement. The Contract Managers will manage and administer this agreement on behalf of the party he or she is representing and has the authority to give and receive notices.

#### FEES

- 3.1 The Organisation will pay VU the fees specified in item 2 of Schedule A (Fees) (plus any applicable GST) in return for VU providing the Services.
- 3.2 The Organisation is responsible for, and must pay, all taxes, duties and other government charges imposed or levied in connection with the Services or this agreement. The Organisation indemnifies VU from and against all such taxes, duties and other government charges.

## 4. ORGANISATION'S RESPONSIBILITIES

- 4.1 The Organisation agrees that:
  - (a) it is responsible for the hard- and software of the frontend;
  - (b) it must bear any Internet connection fees.
  - (c) it must not modify the SAP software;
  - (d) it will comply with the SAP software terms of use;
  - the SAP University Competence Center (UCC) does not take any responsibility for the functional reliability of the Organisation's own developments in the context of lectures and research projects;
  - it must ensure that sufficient Internet bandwidth is available;
  - (g) VU must be informed about incident and problem reports in a comprehensible and precise manner;
  - (h) it is responsible for the management of user accounts and installation of the SAP GUI;
  - in the event that the Organisation requires installation of SAP products, it must follow instructions from the UCC;
  - it must inform VU about scheduled lecture dates and times, so that VU can provide this information to the UCC on request;
  - (k) resource-intensive activities (for example larger batch runs) will require timely coordination with the UCC.

#### 5. CONFIDENTIAL INFORMATION AND PRIVACY

- 5.1 In the context of this agreement, the contracting parties mutually agree to treat their knowledge about confidential information and operational secrets of the other with utmost discretion. This non-disclosure obligation is not time-limited and also includes information not clearly marked as confidential, timely unlimited confidential, as long as the information is not obviously or generally accessible by the public.
- 5.2 The contracting parties shall act in order to ensure that all employees and auxiliary persons involved in the execution of this contract maintain the confidentiality described above.
- 5.3 Notwithstanding any other clause of the agreement, if VU becomes aware that the provision of the Services conflicts with any intellectual property rights, then VU will inform the UCC.
- 5.4 The parties are obligated to immediately inform one another of all claims by third parties with respect to infringements of intellectual property rights in relation to the SAP software.
- In addition to its own use of the Organisation's registration data (meaning the Organisation's full name, postal and email address, telephone and fax numbers, name of institution, name of department, and professional specialization (the Organisation's "Personal Data")), VU will also

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forward the Organisation's Personal Data to SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany ("SAP"). SAP will only use the Organisation's Personal Data for the following purposes in connection with its SAP University Alliances Program:

- preparation of and invitation to events, including but not limited to train-the-trainers, conferences, and similar global, regional and local events,
- preparation of and information about learning materials, SAP certification opportunities, curricula, tours or programs,
- verification of individual's affiliation with a SAP University Alliances Program member institution,
- contact for support, surveys, feedback requests, contract matters and customer service for the SAP University Alliances Program,
- o combination with data about used clients, systems, class details, number and type of lecture participants, lecture details, used solutions, used data sets, date and time of use, in connection with the SAP University Alliances Program by you and/or your institution for analysis and/or optimization of utilization of educational material and licenses.

SAP will process the Organisation's Personal Data inside the European Union but also outside of the European Union in countries which do not feature the same level of data protection as member states of the European Union.

In case you require information about the Organisation's Personal Data or want to correct or delete the Organisation's Personal Data or if you want to revoke the consent granted hereunder, please contact <a href="mailto:uasupport@sap.com">uasupport@sap.com</a>.

#### 6. LIABILITY

6.1 VU's liability to the Organisation in relation to any matter connected to this agreement is limited to an amount equivalent to the Fee.

#### 7. TERMINATION

- 7.1 This agreement will terminate once the Services have been completed.
- 7.2 VU may terminate this agreement for its convenience on 30 days' written notice to the Organisation.
- 7.3 Either party may terminate this agreement immediately by written notice if:
  - the other party breaches any term of this agreement and fails to remedy such breach within 14 days of notice requiring such breach to be remedied; or
  - (b) the other party becomes the subject of bankruptcy, liquidation or winding up procedures, is placed under any form of external administration or otherwise becomes or threatens to become insolvent.
- 7.4 If this agreement is terminated, the Organisation will pay VU any Fees for Services provided before the date of termination.
- 7.5 If Victoria University terminate the contract, the Organisation will be refunded in pro rata basis

#### 8. DISPUTES

8.1 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute. Each party must use all reasonable endeavours to resolve the dispute without commencing legal proceedings, including, without limitation, meeting with the other party within 7 days of receiving a dispute notice.

#### A PARTIES' STATUS

9.1 This agreement will not create between the parties any agency, employment relationship or partnership of any kind whatsoever. VU is an independent contractor and will not be considered to be an agent or employee of the Organisation by virtue of this agreement.

#### 10. NOTICES

10.1 All notices required to be given under this agreement will be in writing sent to the address of the party as set out in item 4 of Schedule A. Any notice may be delivered by email or post.

#### 11. GENERAL

- 11.1 This agreement may only be varied by written agreement signed by the parties.
- 11.2 This agreement will be governed by the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State.
- 11.3 A waiver of one breach of a term of this agreement does not operate as a waiver of another breach of the same term or any other term.

### **EXECUTED AS AN AGREEMENT**

C.A.
2000
Signature
Scott Bingley (ACC Director)
Name and position
,
For Meerut Institute of Engg. & Technology
Vienam
Signature of Director/Secretarynan
Vienam
Signature of Director/Secretarynan Vishuu Caran

## SCHEDULE A

1,	SERVICES	In respect of SAP software, VU will provide the organisation with:			
		Software     Ema     days dep     Tele     nominate     Training	Allocation of curricula and program related information     Software support assistance, being     Email support with a response time of up to 5 Melbourne business days depending on the urgency of the request		
2.	FEES	Packag	ge/Product	Australian Dollars (AUD) Price	
		Explorer Package	)	\$ 7,500.00	
	1	1 GBI on S/4 HAN		Included	
	1	1 ERPSim		Included	
	1	1 S/4 HANA Deve	elopment	Included	
		1 SAP BW on HA	NA	Included	
		Total:		\$ 7,500.00	
		Please refer to clause 3.2 for pricing details.			
3.	PAYMENT AND INVOICING	The Organisation will pay the Fee within 45 days from the date it receives an invoice.  Interest will accrue at 6% per annum (compounding weekly) on any invoiced amounts that the Organisation has not paid by the due date.			
4	CONTRACT	Address for Notices: Victoria University  Contract Manager: Scott Bingley  Position: ACC Director  Address: Victoria University Business School PO Box 14428 Melbourne  Victoria, Australia 8001			
		te of Engineering & Technology (MIET)			
		Contract Manager:	Rahul Sharma		
		Address:	N.H. 58, Delhi-Roorkee Highway, Baghpat Road Bypass Crossing, Meerut - 250005. UP (India)		
5.	TERM	Start Date: 01-August-2020 Expiry Date: 30-July-2021			

## Meerut Institute of Technology CISCO ACADEMY

Switch Academy

Meerut Institute of Technology .

Launch Canvas

Details Courses Users

#### Academy Actions

Manage Agreements

My ASC Relationship

ASC Contact: Amar Gupta amar.gupta@nitfoundation.org

Deactivate Academy

Academy Success Dashboard 0

Offer More Courses

Apply to become an ASC or ITC

Academy Recognition Update Locator Description

#### Academy Details

Institution ID: 400054881

Institution Legal Name: Meerut Institute of Technology

Request legal Institution Name Change

Institution Local Name \*

Meerut Institute of Technology

Address:

Baral Partapur Bypass Road Meerut, Uttar Pradesh

250103 India

/ Change Address

Map

Satellite

Vats medical store





# Cisco Networking Academy®

#### Cisco Academy Membership Agreement

Welcome to the Cisco Networking Academy. This agreement governs your Academy's participation in the Cisco Networking Academy.

The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, and will be made available to your Academy by Cisco. Your Academy should review the NAMGCA carefully before agreeing to participate in the Cisco Networking Academy. By accepting this agreement your Academy agrees to comply with the NAMGCA. As the Cisco Networking Academy evolves, changes to the NAMGCA may be appropriate. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any major changes to the NAMGCA.

Cisco provides all resources, course materials, services, websites or other deliverables "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMGCA.

The following provisions (a)-(c) govern your treatment of personal information of Academy and Cisco Networking Academy participants (*i.e.* employees, students, instructors, administrators, or any other of your Cisco Networking Academy participants) ("Cisco Networking Academy Participants") provided to or otherwise obtained by Cisco from your Academy in connection with the Cisco Networking Academy:

- (a) By entering into this agreement, your Academy will ensure that Cisco Networking Academy Participants have given their unambiguous consent, to the processing of their personal information by Cisco: (i) from within and outside of the European Economic Area and those countries deemed to have adequate data protection laws in connection with processing the personal information; and (ii) in accordance with Cisco Networking Academy Privacy Policy, as amended from time to time and located at http://www.cisco.com/web/siteassets/legal/privacy.html.
- (b) Your Academy agrees to comply with: (i) applicable data protection laws and regulations, including your Academy's obligations as data controller under those laws and regulations; and (ii) Cisco's Networking Academy Privacy Policy located at <a href="http://www.cisco.com/web/siteassets/legal/privacy.html">http://www.cisco.com/web/siteassets/legal/privacy.html</a>.
- (c) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of your Academy's breach of applicable laws relating to the treatment of personal information including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal information. As a condition to such defense and indemnification, Cisco will provide your Academy with prompt written notice of the claim and permit your Academy to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either your Academy or your Academy's counsel or because your Academy does not assume control, your Academy will bear the expense of such counsel. Cisco shall have no authority to settle any claim on behalf of your Academy.

Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when Cisco executes this agreement. The term shall be automatically renewed for additional twelve (12) month terms unless (i) sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this agreement. Notwithstanding the foregoing, either Cisco or your Academy may terminate this agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Either party may refuse to extend or renew the three year- term for any reason or no reason.

cisco



# Cisco Networking Academy®

By clicking "Accept", you represent that you are authorized to enter into this agreement (including the NAMGCA) on behalf of your Academy.

On behalf of the Cisco Networking Academy global community, Welcome! By signing this agreement your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

#### MEMORANDUM OF UNDERSTANDING

#### between

### MEERUT INSTITUTE OF TECHNOLOGY, MEERUT

#### and

#### MEERUT INSTITUTE OF ENGINEERING AND TECHNOLOGY, MEERUT

- 1. This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is hereby made and entered into on this date 03-007-2019 by and between the MEERUT INSTITUTE OF TECHNOLOGY, NH-58, Bye-Pass Road, Baral Partapur, Meerut 250103, hereinafter referred to as MIT, and the MEERUT INSTITUTE OF ENGINEERING AND TECHNOLOGY, N.H. 58, Delhi-Roorkee Highway, Baghpat Road Bypass Crossing Meerut 250005, hereinafter referred to as MIET.
- 2. The Programme for which this MoU is signed is to be known as "EXCHANGE OF FACULTY/ STUDENTS".
- 3. Whereas the MIET is desirous of working on collaborative basis in the fields of academics, education and research under the said programme with MIT, the two parties to this MoU, with the intention of both being legally bound, accept the following terms and conditions:
- 4. The two institutions shall seek to promote:
  - a. Faculty Exchanges
    - 1. The exchange of faculty to the mutual benefit of both institutions,
    - Collaboration in teaching, research and development in the field of mutual interest.
  - III. The exchange of academic materials and publications,
  - IV. Conducting lectures,
  - V. Undertaking joint research,
  - VI. Attachment of faculty for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills,
  - VII. Participating in seminars, symposiums, and other types of academic discussions,
  - VIII. Co-supervising post-graduate students,
  - IX. Conducting study tours and joint consultancy work.

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the institutes. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

Director

Meerut Institute of Engineering & Technology NH-58, Bagnpar Road Crossing, Bypass Road Meerut-250005 (U.P.) MEERUT INSTITUTE OF TECHNOLOGY

MEERU7

#### b. Student Exchange

MIT and MIET agree that student exchange will be guided by principles listed below. A home institution refers to the institution where a student is a fulltime student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study.

- Exchange students will be selected by mutual agreement between the home institution and the host institution.
- 11. An exchange student will continue to be treated as full-time student at his/her home institution.
- An exchange student will be considered as full-time "exchange" student at III. the host institution.
- IV. His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.
- The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.
- VI. MIT and MIET agree to provide suitable accommodation and living expenses for student exchange, if required.
- VII. The exchange students will pay tuition and other fees at their home institution.

#### c. Other Areas:

- . 1. to exchange information on research and educational programs,
- II. to exchange information on teaching, learning material and other literature relevant to their educational and research programs,
- III. to jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,
- IV. to organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein.
- V. to propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein,
- VI. to exchange, on a reciprocal basis, students at Undergraduate, Graduate levels for limited periods of time for purpose of education and /or research,
- VII. the provision of cultural and intellectual enrichment opportunities for staff and students of both institutes,
- to use laboratory facilities in specific cases for a limited period, VIII.
- to permit students, staff and faculty members to use library facility. IX.

MIT and MIET agree that detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two institutions.

5. Force Majeure

MEERUTAINSTITUTE OF TECHNOLOGY

We cell

Meerut Institute of Engineering & Technology NH-58, Baghpat Road Crossing, Bypass Road Maerut-250005 (U.P.)

In the event of non-fulfillment of the terms and conditions stated above due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the MIET nor MIT shall be held responsible for any loss or consequential loss.

#### 6. Amendment

The obligation of the MIET and MIT has been outlined in this MoU. However, during the operation of the MoU, circumstances may arise which call for alteration or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed upon in writing.

#### 7. Termination

Either institution may terminate the MoU by giving written notice of six months in advance to the other institution. Once terminated, neither MIT nor MIET will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, MIT and MIET will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

#### 8. Validity

This MoU shall be initially valid for five years from the date of signing and to be renewed subsequently by mutual consent of both the parties.

#### 9. Arbitration

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the memorandum.

For MIET

(Dr. Mayank Garg) Executive Director

Director

Mearut Institute of Engineering & Technology
NH-55, Bagapat Road Crossing, Bypass Road
Mearut-250005 (U.P.)

For MIT

(Dr. Alok Chauhan)

Director

DIRECTOR
MEERUT INSTITUTE OF TECHNOLOGY
MEERUT



Dear Prateek Vashishtha,

Welcome to AWS Academy!

This letter confirms that Meerut Institute of Technology has been accepted into the AWS Academy program with Amazon Internet Services Private Limited ("AISPL") and is authorized to administer and deliver the AWS Academy **Cloud Computing Architecture** curriculum from the locations listed below. To add more locations, you'll need written approval from us.

Institutions accepted into AWS Academy also agree to the rules and polices described in the AWS Academy Terms & Conditions and Program Guide, which you should have already received. These include:

- AWS Academy curriculum may only be delivered by AWS-accredited instructors
- Institutions must have a minimum of two AWS-accredited instructors for each AWS Academy-authorized curriculum
- Deliver each AWS Academy authorized curriculum in its entirety
- Deliver AWS Academy curriculum over a minimum period of 6 weeks

Approved locations for the program:

Main Campus NH 58, baral partapur Bypass road Meerut Meerut, Uttar Pradesh 250103 India

To login to the AWS Academy portal, go to <a href="https://www.awsacademy.com/login">https://www.awsacademy.com/login</a>.

We look forward to your participation and wish your institution, educators, and students success in their AWS cloud computing journey with Amazon Internet Services Private Limited.

Sincerely,

The AWS Academy Team (Amazon Internet Services Private Ltd)

Amazon Internet Services Private Ltd. is a subsidiary of Amazon.com, Inc. Amazon.com is a registered trademark of Amazon.com, Inc. This message was produced and distributed by Amazon Internet Services Private Ltd., Ground Floor, Eros Corporate Towers, Nehru Place, New Delhi - 110 019, India



#### INTERNSHALA COLLEGE REGISTRATION AGREEMENT

This Agreement is executed on 21st June 2019 by and between:

Scholiverse Educare Private Limited, having its registered office at B-610, Unitech Business Zone, Nirvana Country, Sector-50, Haryana - 122018, acting through its authorized representative Samay Bhatnagar, Head, University Relations (hereinafter referred to as "Internshala");

#### AND

Meerut Institute Of Technology, Meerut (hereinafter referred to as the "College" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns) of the other Party; acting through its authorized representative Sanjeev Maheshwari, Professor.

#### Overview:

This agreement is regarding the college registration of 'Meerut Institute Of Technology , Meerut' with 'Internshala'.

#### Responsibilities of Internshala:

- · Create student accounts for all the students registered by the College.
- Provide weekly internship update to all the students registered by the College as per their filled in preferences
- Safeguard students' data as per Internshala privacy policy (https://internshala.com/privacy)
- Inform the College when students get selected for an internship
- · Inform the College about all internship campaigns launched every month
- Provide an additional 10% discount on all Internshala trainings to students of the college

#### Responsibilities of the College:

- Recognize Internshala as the internship and training partner in all internal and external communications including on its website and in admission/media brochures
- Send a communication to all the students and faculties regarding the association and direct/encourage students to verify their accounts
- Provide the information of all the interested students of the College as required by Internshala for their registration. The information should contain the first name, last name, mobile number and the email address of all the students of the College
- Regularly post a list of students selected for internships through Internshala every month on the college's notice board
- Share necessary/relevant information regarding internship campaigns launched by Internshala with its students

#### Commercials:

This is a non-commercial agreement whereas neither party is required to make any payment to other party for carrying out the responsibilities listed in this agreement.



Scholiverse Educare Pvt. Ltd., B-610, Unitech Business Zone, Nirvana Country, South City 2, Gurgaon, India - 122018

Term and Termination:

This agreement will be operational and valid from 21st June 2019 and the initial tenure of the agreement is 1 (one) year. Upon completion of the tenure, the agreement can be renewed for another 1 year and so on with mutual consent of both parties. Under normal circumstances, either party wanting to terminate the agreement can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least one month prior to termination date.

Disputes:

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives.

Signed and Delivered by The Signatory Representative of Parties to this agreement:

For and on behalf of

For and on behalf of

Internshala

Meerut Institute Of Technology, Meerut

(Samay Bhatnagar, Head, University Relations) (Authorized Signatory) (Sanjeev Maheshwari, Professor)

(Authorized Signatory)

DIRECTOR
MEERUT INSTITUTE OF TECHNOLOGY
MEERUT





### MEMORANDUM OF UNDERSTANDING RETWEEN

## Meerut Institute of Technology And Wonderland IT Solutions



This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 19th Feb 2019.

#### BETWEEN

Meerut Institute of Technology represented herein by its Name of Competent Authority / Representative (hereinafter referred as 'Meerut Institute of Technology, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

#### AND

Wonderland IT Solutions, and represented herein by its Zonal / Divisional Head, Name of Competent Authority / Representative, (hereinafter referred to as "Wonderland IT Solutions, company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(Meerut Institute of Technology and Wonderland IT Solutions are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

Meerut Institute of Technology is a Higher Educational Institution of Technology is a Higher Education of Technology is a Higher Educati A)

- B) Meerut Institute of Technology & Wonderland IT Solutions believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- Name of industry the Wonderland IT Solutions is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of name of trade and services under the industry concerned - - and related fields
- F) Name of industry The Wonderland IT Solutions is promoted by Sarika Tiwari & Chandril Bhakri, at 5th Floor Bhagwan Sahay Complex Main Road Above Central Bank of India, Naya Bans, Sector15 Uttar Pradesh, Noida, Uttar Pradesh 201301
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 Meerli Institute of Technology and Wonderland IT Solutions co-operation will For Wonderland

facilitate effective utilization of the intellectual capabilities of the faculty of Meerut Institute of Technology providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Wonderland IT Solutions.

The general terms of co-operation shall be governed by this MOU. The Parties 13 shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### CLAUSE 2 SCOPE OF THE MOU

- The budding graduates from the institutions could play a key role in 2.1 technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- Curriculum Design: Wonderland IT Solutions will give valuable inputs to the 2.2 Meerut Institute of Technology in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- Industrial Training & Visits: Industry and Institution interaction will give an 2.3 insight into the latest developments / requirements of the industries; the Meerut Institute of Technology to permit the Faculty and Students of the Wonderland IT Solutions to visit its group companies and also involve in Industrial Training Programs for the Meerut Institute of Technology. The industrial training and exposure provided to students and faculty through this

  For Wonderland IT Solutions

  For Wonderland IT Solutions

association will build confidence and prepare the students to have a smooth transition from academic to working career. The Wonderland IT Solutions will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the Meerut Institute of Technology.

- Internships and Placement of Students: Wonderland IT Solutions will 2.4 actively engage to help the delivery of the Internship and placement of students of the Meerut Institute of Technology into internships/jobs, as per AICTE internship Policy. The Wonderland IT Solutions will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- Research and Development: Both Parties have agreed to carry out the joint 2.5 research activities in the fields of - Name of Industry specializations, activities and services -
- Skill Development Programs: Wonderland IT Solutions to train the students 2.6 of Meerut Institute of Technology on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 Guest Lectures: Wonderland IT Solutions to extend the necessary support to deliver guest lectures to the students of the Meerut Institute of Technology on the technology trends and in house requirements.
- 2.8 Faculty Development Programs: Wonderland IT Solutions to train the Faculties of Meerut Institute of Technology for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

There is no financial commitment on the part of the Meerut Institute of Technology, the Wonderland IT Solutions to take up any program mentioned For Wonderland IT Solutions

in the MOU. If there is any financial consideration, it will be dealt separately.

#### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Wonderland IT Solutions, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, the Wonderland IT Solutions after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing.
  In
- 4.3 the event of Termination, both parties have to discharge their obligations

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

Wonderland IT Solutions are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

For Wonderland IT Solutio

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Meerut Institute of Technology. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Meerut.

AGREED:

For Wonderlandsbysorutions

Proprietor

Authorized Signatory

For Meerut Institute of Technology

Authorized Signatory

Wonderland IT Solutions	Meerut Institute of Technology
Address: - 5th Floor Bhagwan Sahay Complex Main Road Above Central Bank of India, Naya Bans, Sector 15 Uttar Pradesh, Noida, Uttar Pradesh 201301	Address :- N.H. 58, Delhi-Roorkee Highway, Baghpat Bypass Road Crossing, Meerut, Uttar Pradesh 250005
Contact Details :- +91-9643972616, 7982157408	Contact Details: +91- 9412704751, 9027118050
E-mails :- Info@wonderlanditsolutions.com	E-mails: director@mitmeerut.ac.in
Web :- www.wonderlanditsolutions.com	Web: www.miet.ac.in

For Wonderland YT Solui.

Witness3:

Witness2:

Witness4:

# **Memorandum of Understanding**

Between

ICT Academy

And

MEERUT
INSTITUTE OF
TECHNOLOGY

**Meerut Institute of Technology** 

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this day of 15th October 2019

#### BETWEEN

**M/s ICT Academy**, a non profit Society incorporated under the Tamilnadu Societies Registration Act, 1975 and having its Office at B – 308 & 309, Som Dutt Chamber – 1, Bhikaji Cama Place, New Delhi – 110066 (hereinafter called as "ICT ACADEMY" which expression shall, wherever the context so permits mean and include successors and assigns.)

#### AND

Meerut Institute of Technology, Meerut a technical education institute established under Vishnu Education Foundation and having its office at NH-58, Baral Partapur Bypass Road, Meerut, 250103, Uttar Pradesh, India (hereinafter called as "MIT, Meerut" which expression shall, wherever the context so permits mean and include successors and assigns.)

#### WHEREAS

ICT ACADEMY is established as a society with Initiative of Government of India, State Governments and Industry. It is the pioneering venture under the public-private-partnership (PPP) model that endeavours to train the higher education teachers in the areas of Information and Communication Technology (ICT) thereby making their students to be industry-ready.

The core objective of ICT ACADEMY is to train the faculty members of Engineering, Arts and Science Colleges, Polytechnics and ITI's across the nation. ICT ACADEMY will develop and maintain a world class ICT industry related curriculum and content in close association with Academia and industry, which would be made available to faculty members throughout the state through an online portal. Industry experts would train the learned faculty to keep them abreast of the industry demands and thereby the students. The Academy shall have a core team of faculty members to conduct the training. This core team would be supported by faculty members deputed from Industry as well drawn from the educational Institutions.

#### About Meerut Institute of Technology, Meerut

The trust "Vishnu Education Foundation" was formed in 2007 by Er. Vishnu Saran, the known philanthropist, and like minded persons. Like minded philanthropists of this region joined hands and took upon themselves the social causes and established charitable hospitals and vocational schools. They

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felt the need on the turn of the century to train the technical man power for the new millennium and established engineering institutes, hence the foundation of Meerut Institute of Engineering & Technology, Meerut was laid in 1997 to prepare young man and women for the new millennium. Then promoters founded Meerut Institute of Technology in 2007 under another charitable trust Vishnu Education Foundation.

The promoters realizing the need to train young men and women for the new millennium for the industrialized India under the shadows of Globalization of trade and thus established Meerut Institute of Technology at Meerut in 2007. In 2008 the promoters have established one more institute for educating students in the field of computer application. These institutes are now approved as single Technical campus (or integrated campus) as per latest guidelines of AICTE since July 2010, working in the name and style of MIT Group of Institutions, in 8.598 Acres of land under the preview of AICTE in a phased manner. This Institute is being promoted keeping the above cardinal principles in view Academic excellence, in serene calm environment, state of the art laboratories equipped with all facilities, are its half mark.

ICT ACADEMY is agreeable to enter into this MOU with MIT, Meerut as per the terms and conditions set out hereunder:

## Now this MoU witnesses as under:

# Scope of the MoU

- 1.1 The MIT, Meerut hereby agrees to become the Institutional Member of ICT ACADEMY
- 1.2 ICT ACADEMY and MIT, Meerut would collaborate to offer services to the faculty members of the college in the areas of Information and Communication Technology.

## 2 Role of ICT ACADEMY

- 2.1 ICT ACADEMY shall conduct minimum of two industry relevant faculty development training program every year in the domain of ICT,
- 2.1.1 1 Technical FDPs will be conducted for One week (5 days) (Topic & Date decided on mutual discussion)
- 2.1.2 1 Non-technical FDP will be conducted for 3 days (Topic & Date decided on mutual discussion)
- 2.1.3 Invitation to all the Virtual FDP's will be sent to MIT, Meerut for nominating their faculty members to participate.
- 2.2 ICT ACADEMY shall provide faculty training and certification for minimum of 10 faculty members of MIT, Meerut for every course, however the maximum number of faculties may exceed up to 15 faculty members per course whenever the venue is at MIT, Meerut campus

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- 2.3 ICT ACADEMY shall provide various domain specific training programs either drawn from the industry or approved by the industry at a subsidized cost to the students of the affiliated institutions based on the interest of the institution
- 2.4 ICT Academy shall also support the institution in getting the membership and resources from various corporate partners to the university.
- 2.4.1 ICT Academy will organize 2 conclaves at MIT, Meerut based on the confirmation from the institution.
  - HR Conclave
  - Startup Conclave
  - Technical Conclave

Dates will be decided by the member institution (Preferably on a Saturday) and the request form need to be submitted 30 to 45 days in advance.

- 2.5 ICT ACADEMY would provide training to 3 teachers of MIT, Meerut on every training program apart from the 10 certifications as specified in clause 2.2 whenever the venue is out of the MIT, Meerut campus.
- 2.6 ICT ACADEMY would invite MIT, Meerut to nominate two teachers on every special training program at free of cost.
- 2.7 ICT ACADEMY would provide online access to ICT ACADEMY research journals on quarterly basis at free of cost.
  - ICTACT Journal on Communication Technology (IJCT)
  - ICTACT Journal on Image & Video Processing (IJIVP)
  - ICTACT Journal on Soft Computing (IJSC)
  - ICTACT Journal on Microelectronics (IJME)
  - ICTACT Journal on Management Studies (IJMS)
  - ICTACT Journal on Data Science and Machine Learning (IJDML)
- 2.8 ICT ACADEMY shall notify about the programs to MIT, Meerut and assist in the active participation of faculty members.
- 2.9 Free Software, Tools, Training & Assessment from ICT ACADEMY Technology Partners
- 2.9.1 Oracle Academy
- 2.9.2 Free Software Oracle 11 G (120 Licenses) & Trained faculty will train and certify any number of students at free of cost
- 2.9.3 The 120 licenses will be provided to each department for the colleges opting for ICT Academy Membership
- 2.9.4 The licenses provided by Oracle is Academic version which is not meant for Commercial Purpose.
- 2.9.5 Through the installed licenses trained and certified faculty members will teach the students, provide soft copy materials, conduct exam in Oracle portal and sign the certificate of Oracle for the students.

- 2.9.6 Faculty members will be trained in Oracle Java Fundamentals and Java Programming & Oracle Programming using PL/SQL
- 2.9.7 No cost involved for the faculty or students to get trained and certified in Oracle programs mentioned above.
- 2.9.8 The licenses provided by Oracle is valid for 3 years which will be renewed after the mentioned period
- 2.9.9 The certificate which the faculty getting from Oracle is globally valid

#### 2.10 Amazon Web Service Educate member

- 2.10.1 On-line training program from Amazon Web Services (AWS-Educate), at free of cost for one year (\$150 credit for each faculty & \$75 credit for each student)
- 2.10.2 Provide educators and students with resources for cloud-related learning. Those at member institutions receive twice as many AWS credits, demos and special on-campus programs.
- 2.10.3 Professors, teaching assistants, and educators receive access to AWS technology, open source content for their courses, training resources, and a community of cloud evangelists.
- 2.10.4 Students receive credits for hands-on experience with AWS technology, training, content, career pathways and the AWS Educate Job Board.
- 2.10.5 Path to Cloud Learning
- 2.10.6 AWS Educate Cloud Career Pathways provide students with access to credits, training, and the option to choose their desired cloud career. AWS Educate delivers a personalized path that includes content, knowledge checks, and badging that guides them through the learning process. The Cloud Career Pathways are available in all countries globally, with some exceptions.
- 2.10.7 Find Cloud Job
- 2.10.8 The AWS Educate Job Board includes entry-level cloud jobs from global employers and companies. Students can search job requisitions that match their selected job family and skill set, and apply for positions directly in the Job Board. Features associated with the AWS Educate Job Board are available in all countries globally, with some exceptions.

#### 3. Youth Contests

- ICT Academy Youth Talk
- National Communication Skills Challenge
- VMware VITA Day
- AWS Cloud Literacy Day

All member college students can take part in both the contests with no cost implications and the winner of the contests will be awarded with cash prizes and trip to foreign countries

- Supporting International / National Conferences (All Disciplines, according to the scope of ICT Academy)
  - i. Articles selected in the conference will undergo one review process to ensure the quality of the paper and it will be published based on the recommendation from the reviewer. ICT ACADEMY will support the colleges in bringing Experts and

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Professionals from Academia and Corporate to enable the colleges to get the relevant resources according to the conference titles

# 5. Role of MIT, Meerut

- a. MIT, Meerut shall identify and depute one Dean / HOD as single point of contact for ICT ACADEMY activities at the university.
- b. MIT, Meerut shall provide the following infrastructure at its campus for the programs to be conducted by ICT ACADEMY.
- a. Computer Lab infrastructure with 50 seat capacity
- b. LCD projector & Screen, White board and other AV equipments
- c. MIT, Meerut hereby undertakes that it shall not utilise the contents, training materials, and such other information provided hereunder beyond the scope of this MoU and shall not share such information with any third party or render services utilising the materials, contents, training materials to third parties with out the consent of ICT ACADEMY.
- d. MIT, Meerut shall provide necessary food facilities to the participating faculty members at no profit no loss and the nominal fee would be charged from the participant faculty members during registration. MIT, Meerut shall also provide necessary food facility free of cost to the resource persons during the programs to be conducted by ICT ACADEMY at MIT, Meerut campus.
- e. MIT, Meerut shall send a formal communication to all its departments to nominate faculty members for the FDPs jointly organized by ICT Academy.

#### f. Institutional Membership Fees

MIT, Meerut has agreed to pay Rs. 59,000/- (Rupees fifty nine thousand only) (Inclusive of 18% GST) to become the Institutional Member of ICT Academy. And the payment details are as follows Cheque / DD / NEFT No:

#### Other Terms

- g. Both the Parties shall explore & jointly develop new courses for the teachers from time to time, the terms for the same will be discussed as and when required and mutually agree upon the terms and the commercials in writing.
- h. Both the Parties shall explore to work on specific ICT related research areas as per the industry requirements and agreed upon by both the parties.

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# 6. Operation of this MoU

a. Upon execution of this MoU, ICT ACADEMY shall communicate to the MIT, Meerut the training schedules. Thereupon, the Parties shall mutually discuss and agree on the operational terms based on which ICT ACADEMY would offer its various other services.

# 7. Validity of this MoU

- a. The MoU may be renewed on completion of one year and on the terms mutually agreed to between the Parties. Being failed on which will stand suspended until resolved.
- b. The Parties shall enter into firm binding agreements on the areas which are not covered under this MoU. Upon the execution of such agreements, this MoU may be terminated. Both parties shall have right to terminate this MoU if any of the party does not comply with its obligations under this MoU by issuing 30 days prior notice.

#### 8. CONFIDENTIALITY

- a. The Parties shall treat all information, documents, contents and materials pertaining to ICT ACADEMY or MIT, Meerut provided under this MoU as confidential.
- b. ICT ACADEMY or MIT, Meerut shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MoU.
- c. The confidentiality of information shall survive the termination of this Agreement.
- d. Upon the termination of this MoU, MIT, Meerut shall return all the contents, training materials and such other information provided by ICT ACADEMY under this MoU duly with out any undue delay and in cases where such information is not capable of being returned destroy the same and provide a certificate that to ICT ACADEMY.

#### 9 INTELLECTUAL PROPERTY

All the intellectual property rights with respect to the programs, contents provided by ICT ACADEMY shall vest with ICT ACADEMY and upon the termination of this Agreement by efflux of time or such other earlier termination, the college shall not have the right to use programs, contents, and such other training materials installed under this MoU and return the same to ICT ACADEMY. The *MIT*, *Meerut* shall not infringe the intellectual property rights of ICT ACADEMY and shall duly intimate of any such infringement by any third parties.

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#### 10 INDEMNITY

10.1 Both Parties agrees to hold harmless and indemnify, from and against all action, demands, proceedings, prosecutions, attachments, claims or causes of action whatsoever, including (but not limited to) attorneys' fees and other costs arising out of:

- Any breach of this Agreement by both parties (a)
- (b) Any negligence on the part by both parties

#### 11 NOTICES

11.1 All notices regarding this Agreement shall be by personal delivery or by certified or registered mail, postage prepaid, at the addresses as either of them may so provide by notice given to the other in the same manner.

#### 12 GOVERNING LAW:

This MOU is made under and shall be governed by and construed under the laws of the Republic of India under the jurisdiction of the courts at Delhi.

#### 13 ARBITRATION

In the event any of any claim, controversy, dispute or difference between Parties, arising out of or in connection with or in relation to this Agreement, either Party will be entitled refer the same to arbitration in accordance with the rules of arbitration of the Arbitration and Conciliation Act 1996. There shall be three arbitrators, one to be appointed by ICT ACADEMY, the other to be appointed by MIT, Meerut and the third to be appointed by the two arbitrators appointed by the Parties. The award of the arbitrators shall be final and binding on the Parties. The Arbitration proceedings shall be held at Delhi.

In witness whereof the Parties have executed this MoU on this day of 15th October 2020.

Name: NIPUL KUMIK

Designation: R · M

Name: Or Alok Chan

Witness 1 AGUSH PLUSH PL

Witness 2



Approved by All India Council for Technical Education (AICTE), New Dethi Affiliated to Dr. A. P. J. Abdul Kalam Technical University (Formerly UPTU), Lucknow

#### Agreement

Under the National Skill Qualification Framework (NSQF) of the All India Council for Technical Education

This Agreement is entered into and executed on this 22<sup>th</sup> the day of February, 2019 at New Delhi.

By and Between

Vishnu Education Foundation running Meerut Institute of Technology represented by its Chairman Vishnu Saran which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART AND

AV Analog (hereinafter referred to as the "AV Analog") a Company registered under the Company Act, 1956, through its Mr. Vijay Kumar, Director, AV Analog having it's registered/approved Office at 108, 1st Floor, 27 Aggarwal Chamber - 4, Veer Sawarkar Block, Shakarpur, New Delhi-110092 (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECOND PART.

WHEREAS, the All India Council for Technical Education has initiated a scheme to provide competencybased skills under the National Skill Qualification Framework (Here in after to be referred as NSQF)

WHEREAS, in terms of the said scheme launched by All India Council for Technical Education, AICTE has extended invitation to various Institutions/ Organisations to join as Vocational Educational Institutions to provide education component and Skill Knowledge Providers to provide Competency Based Skills.

WHEREAS under the scheme a Skill Knowledge Provider is required to perform the role and function of providing hands on skill training in a specific sector i.e. in the Mobile Communication, Skill Knowledge Provider shall be the service centre of authorized automobile manufacturers located preferably all overthe Country or in the IT Sector, the Skill Knowledge Provider shall be the training sector of authorized IT Company located preferably all over the Country. The Skill Knowledge Provider could also be one who is established for imparting hands on skills or training in a respective sector;

WHEREAS the First Party is to participate as an Institution to register students under the National Skill Qualification Framework (NSQF);

WHEREAS the Second Party has expressed its keen interest and desire to be a key Partner in the execution of the National Vocational Educational Qualification Framework in terms of the objectives of the scheme and policy as highlighted and specified in the said framework and particularly in view of the desire and interest AV Analog of to join and Partner with Meerut Institute of Technology in providing competency based skills through its centres which shall act as Skill Knowledge Provider for the purposes of the scheme;

WHEREAS Both parties have held discussions and agreed for collaboration for confucing Vocational Education Programme(s) under the education scheme of the NSQF, whereby Meer of Institute of Technology will impart and award credits for the "Academic" content of the Euroculum and AV Analogy will provide skill training through its training centres called AV

NH-58, Baral Partapur, Bypass Road, Meerut - 250 103, U.P., INDIA +91-121-2441600, 2441700, Fax : +91-121-2441700, Website : www.mitmeerut.ac.in



Approved by All India Council for Technical Education (AICTE), New Delhi Affiliated to Dr. A. P. J. Abdul Kalam Technical University (Formerly UPTU), Lucknow

"2"

Analog - SKP's and will impart and award credits for such 'Skill oriented training' content of the Curriculum to the registered students.

WHEREAS The Second Party has registered itself with the All India Council for Technical Education (AlCTE)/ Concerned Authority and obtained approval thereof to participate as AV Analog under the National Skill Qualification Framework (NSQF);

THEREFORE, both the parties hereby agree to conduct Vocational Educational Programme initiated by AICTE under NSQF, on the following terms and conditions:

- The AV Analog agrees that centres approved and recognized by AV Analog (herein after to be referred as "AV Analog -SKP"), shall act and perform the role of Skill Knowledge Provider to provide hands on skill training in specific sectors such as Analog, Digital and IoT Field.
- The AV Analog agrees and undertakes that its AV Analog shall register with AICTE for conduct of training modules under the Vocational Stream and shall perform following functions:
  - Announce the schedule of module for the calendar year.
  - b. Register students for the modules.
  - Conduct the modular training.
  - d. Conduct examination/ evaluate the student, award the grade indicating the Level of skill acquired.
  - e. The **AV Analog** SKP shall Register students for evaluation the Skill Modules, who have acquired skills on their own.
- 3. The Second Party agrees that the following responsibilities shall be undertaken by the Meerut Institute of Technology Academic Training centres:
  - a) The Meerut Institute of Technology Academic centres shall plan the Vocational Education Programme(s) to be offered in the Academic Year concerned and inform the AV Analog SKP's about the same at least two months prior to the date of commencement of the Programme(s).
  - b) The **Meerut Institute of Technology** Academic Centre shall announce and inform through its prospectus and information on its Web site, the Vocational Education Programme(s) it plans to offer in the Academic Year concerned for the information of the prospective students and invite applications for admission from interested candidates at least two months prior to the date of commencement of the Programme(s).
  - c) The Meerut Institute of Technology Academic Centre shall follow the admission norms of AICTE and the State Govt, concerned. The admission shall be made strictly on the merits. The Meerut Institute of Technology Academic Centre will then upload the names and details of the selected students on AICTE Web-Portal.

d) The Meerut Institute of Technology Academic Centre will have the right to collect fees from the students towards:

MEERUT

Registration

Course/ Skill conduct

NH-58, Baral Partapur, Bypass Road, Weerut - 250 103, U.P., INDIA

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- Evaluation of the Academic/ Skill portion of each Level of the Programme. A portion of the feesas agreed upon by the Meerut Institute of Technology Academic Centre and the AV Analog SKP's shall be turned over to the AV Analog - SKP's.
- e) The Meerut Institute of Technology Academic Centre will send to the AV Analog -SKP the Levelwiseand Sector-wise lists of students registered for Vocational Education Program(s) in the Sectors.
- f) The Meerut Institute of Technology Academic Centre will conduct appropriate Classes for the Academic content of the Curriculum of the Vocational Education Programme(s) so as to complete the Academic portion within prescribed time.
- g) The Meerut Institute of Technology Academic Centre will conduct final examinations and evaluate thestudents for the Academic portion of the Programme(s) as per the rules and regulations of the Technical Board or University as the case may be.
- h) After receiving a 'Statement of Credits for the Vocational/ Skill portion of the students from the AV Analog - SKP, the Meerut Institute of Technology Academic Centre will send the combined Academic and Vocational/ Skill portion credits of the students to the Technical Board or Universityas the case may be.
- i) Wherever such provisions are made by the Technical Board or the University, as the case may be, the Meerut Institute of Technology Academic Centre will award a 'Level Certificate' to the student who has successfully completed both the Academic and the Vocational/ Skill portions of the particular Level.
- j) The Meerut Institute of Technology Academic Centre shall maintain a record of the registered studentsand Certificates issued and upload the same on AICTE Web-Portal.
- k) The Meerut Institute of Technology Academic Centre shall submit details of students registered, evaluation conducted and results to the Technical Board or the University, as the case may be, and also upload the same on AICTE Web-Portal.

#### General:

Fees to be charged to students:

- a) The Level wise fees to be charged by the Meerut Institute of Technology Academic Centre will be informed to the student by the Meerut Institute of Technology Academic Centre as well as the AV Analog -SKP before his/her registration for the Programme;
- b) The Meerut Institute of Technology Academic Centre will collect from the student and retain with itself the 'Academic Portion Fees' and the AV Analog - SKP will be given the 'Vocational/Skill Portion Fees' by the AV Analog - Academic Centre;
- The Meerut Institute of Technology Academic Centre will collect the total fees for the Programme from the students and will transfer the "Vocational/Skill Portion Fees" against the number of students to be sent for training at least one month before the onset of training. Any delay in transferring the feeswill entail interest @ to be mutually decided by the Institution and SKP> calculated on the basis ofcelay a number of days. After receiving the fees AV Analog SKP will issue Registration cards to the students at least 7 days before the onset of training.

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Approved by All India Council for Technical Education (AICTE), New Delhi Affiliated to Dr. A. P. J. Abdul Kalam Technical University (Formerly UPTU), Lucknow

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# 5. No Confidentiality:

There shall not be any confidentiality of any information disclosed by both parties to each other, either in operationalizing this agreement or for the purposes of implementing this agreement. The information sought under the Right to Information Act or otherwise by any student, shall be promptly made available.

#### 6. Effective Date:

This agreement is effective from the date signed by both the parties shall be valid for a period of three years until determined, suspended or terminated earlier.

**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 first written above.

For Institution:

Signed:

Name: Shri Vishnu Saran Title: Chairman, Meerut Institute of Technology

aran

Date: 23.04.2019

Witnessed by:

1. Signature: Name: Prof. (Dr.) Sanjeev Maheshwari

Date: 23.04.2019

Name: Ms. Mohini Pritam Singh

Date: 23.04.2019

Signed:

Name: Mr. Vijay Kumar Title: Director, AV Analog

For AV Analog

Date: 23.04.2019

\*Strike off whichever is not applicable



# **Welcome to Oracle Support Services IN 38105667**

gcc-supportwelcomeletter\_ww@oracle.com <gccsupportwelcomeletter\_ww@oracle.com> To: amol.sharma@mitmeerut.ac.in

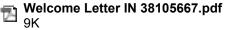
Thu, May 31, 2018 at 12:09 PM

Amol Sharma,

We would like to thank you for your recent purchase of Oracle Products and Services. Oracle Support Services has attached a Welcome letter containing pertinent information for Meerut Institute of Technology to start utilizing Oracle's industry-leading services.

Regards,

**Oracle Support Services** 



# **Welcome to Oracle Support**

Amol Sharma amol.sharma@mitmeerut.ac.in Meerut Institute of Technology NH 58 Baral Meerut UTTAR PRADESH 250103

On behalf of Oracle Corporation, Oracle Support Services would like to thank you for your recent purchase of Oracle products and technical support services. Our support services team is ready and committed to assist you in protecting the investment you have made.

With your purchase, you now have access to Oracle's exclusive web support portal which provides you secure, real-time access to critical and timely information related to your investment in Oracle's technical support services. Please visit the Oracle Support website at <a href="http://www.oracle.com/us/support/index.html">http://www.oracle.com/us/support/index.html</a> where you will find information about technical support service descriptions, technical support policies, technical support news and events, and internet seminars.

You can also access Oracle technical support services through one of the industry leading web-based customer support systems:

#### My Oracle Support

To register for My Oracle Support, please use your **Customer Support Identifier** ("CSI") number below. If you are already a registered user, please add the CSI number(s) below to your existing My Oracle Support user profile. To access My Oracle Support, click here.

- Review <u>My Oracle Support How-to Training Videos</u> and quickly learn about key features of My Oracle Support in just a few minutes.
- Learn more about My Oracle Support features and capabilities by attending My Oracle Support Essentials sessions. To view the current schedule and to register <u>click here</u>.

## Support interfaces for recently Acquired Products

Oracle is committed to ensuring that you receive specific product support as we transition recently acquired companies into Oracle's framework of technical support services and tools. To access the appropriate support portal for your product, please go to: <a href="http://www.oracle.com/us/support/support-integration/index.html">http://www.oracle.com/us/support/support-integration/index.html</a>

#### **Technical Contact Information**

As the technical contact for Meerut Institute of Technology, you are the individual designated within your organization who may contact Oracle Support Services to resolve technical issues.

If your order with Oracle allows international deployment of programs to your subsidiaries or includes hardware that has been relocated outside the country of delivery, please communicate the relevant CSI in this email to persons in those countries who will be technical contacts with Oracle.

#### **Technical Support Service and Products Details**

**Order Number: 38105667** 

Service Start Date Service End Date Service Level

24-MAY-2018 23-MAY-2021 Software Update License & Support

Product CSI Serial Number Quantity

Oracle Academy: Institution Level License 21785307 1

Bundle - Nonstandard User

#### **Customer Support Identifier Information:**

Your Customer Support Identifier number is 21785307

**Note:** Please call Oracle's local country <u>Support Hotline</u> if you are not the designated technical contact or if you have any additional questions.

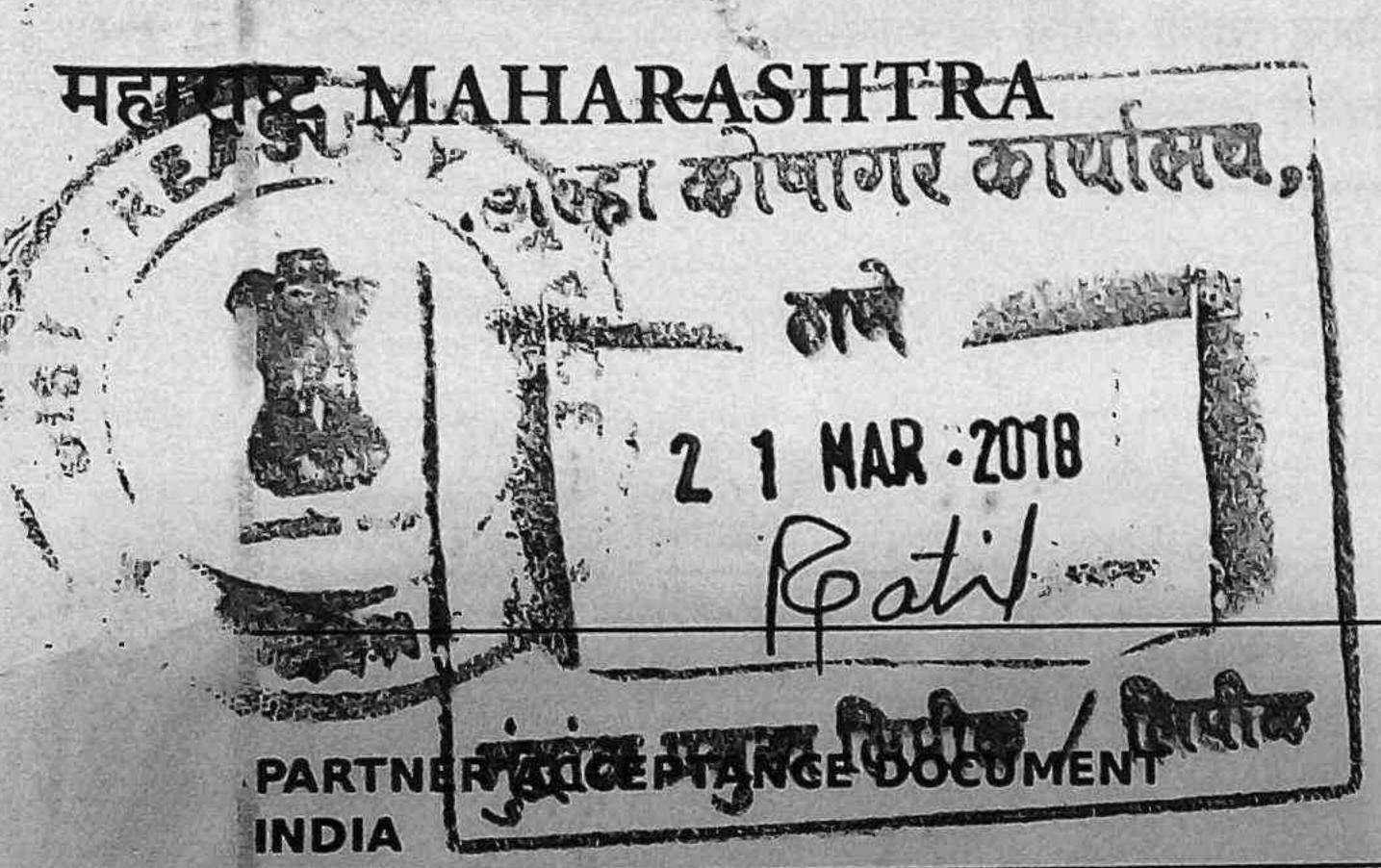
Oracle provides a complete and fully integrated global technical support service portfolio supported by over 50,000 development engineers and customer support specialists ready and able to support you. We hope you will take advantage of our outstanding technical support services including 24/7 technical assistance, powerful proactive support resources, and product updates.

Welcome to Oracle and enjoy your access to Oracle Support Services.

Sincerely,

Oracle Support Services

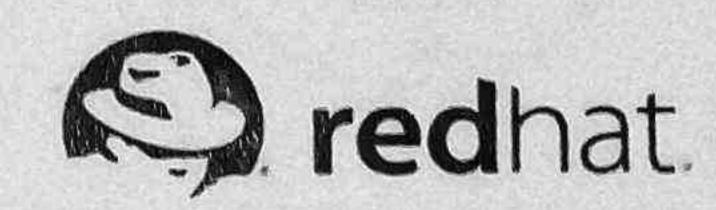




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Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588| www.redhat.com



Company name: Meerut Institute of Technology

Address: National Highway 58, Bye-Pass Road, Baral Partapur,

Meerut, Uttar Pradesh 250103

Contact name: Dr.Sanjeev Maheshwari Email: <u>director@mitmeerut.ac.in</u>

Telephone: 8218979913

Contact Name: Geomon Joseph

Email: gjoseph@redhat.com

Tel.no. +91 -22-61147588

Fax: +91-22-61147599

India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

MEERUT INSTITUTE OF TECHNOLOGY

Red Hat Partner Agreement (India) Page 1 of 8
Red Hat Confidential Information

December 2015

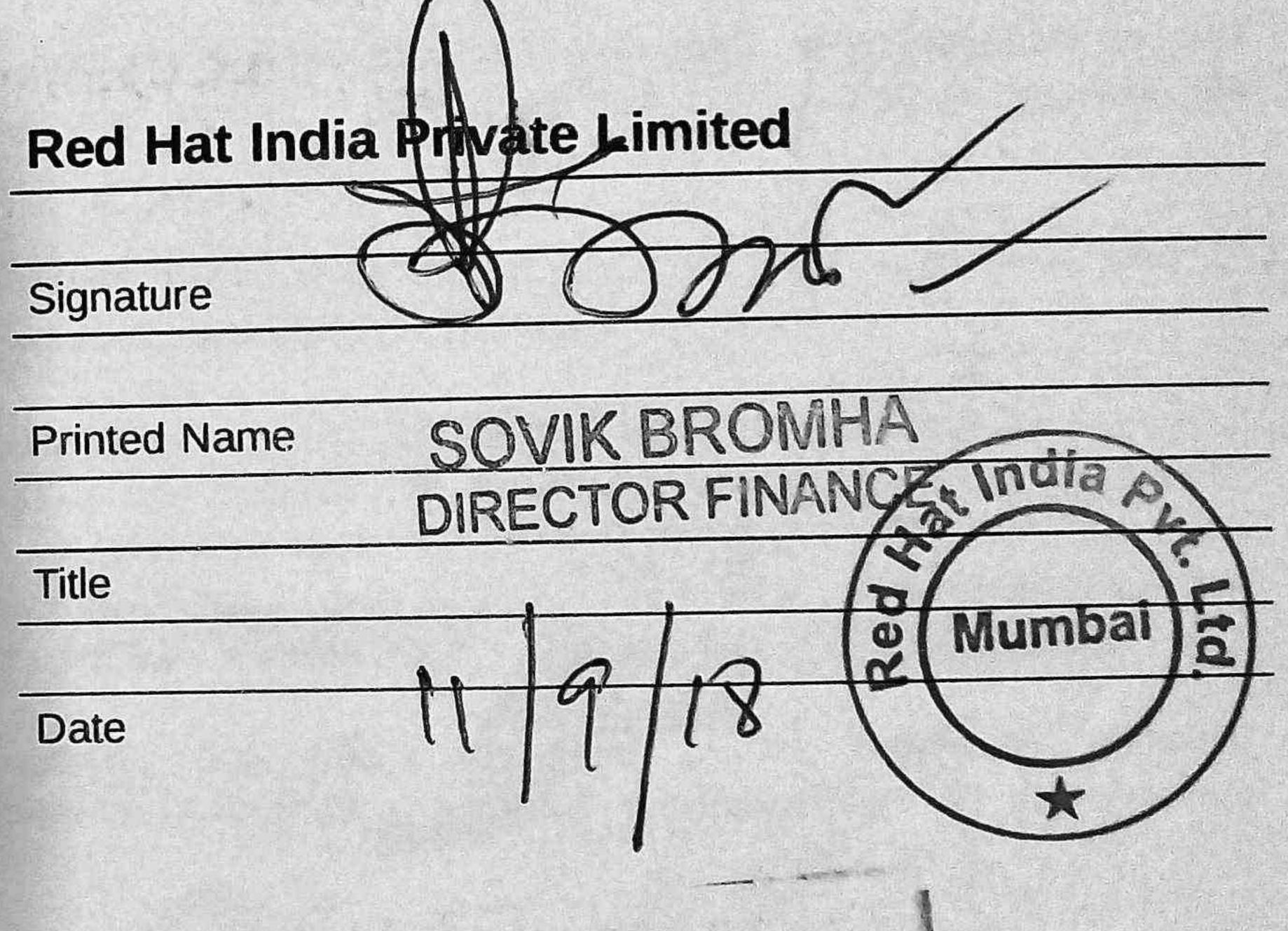
Applicabl Program	Program(s)		Location of Program Terms	
Appendic	nat apply)			
X	Red Hat Academy Program	Attached.		

Applicable Terms and Conditions	Partner Terms and Conditions
	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at
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# Additional Terms

Please sign below and fax this Partner Acceptance Document to +91-22-61147588 or send a pdf file by e-mail to aroy@redhat.com. Also, please courier the original signed document to Abhijeet Roy. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

Meeru	t Institute of Technology
Signatu	re Juny
Printed	Name Dr. SANJEEV MANISHWARI
Title	PROFESSOR & DIRECTOR
Date	MEERUT INSTITUTE OF TECHNOLOGY  MEERUT





Agreement



उत्तर प्रदेश UTTAR PRADESH

ER 453331

"This page has been intentionally left blank by the parties & forms an integral part of the MoU between Meerut Institute of Engineering & Technology (MIET), Meerut and IBM India Pvt. Ltd."

Meerut Institute of Engg. & Tech.

VS CHAIRMAN





उत्तर प्रदेश UTTAR PRADESH

ER 453332

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Meerut Institute of Engg. & Tech.

CHAIRMAN





उत्तर प्रदेश UTTAR PRADESH

ER 453333

"This page has been intentionally left blank by the parties & forms an integral part of the MoU between Meerut Institute of Engineering & Technology (MIET), Meerut and IBM India Pvt. Ltd."

Meerut Institute of Engg. & Tech.

CHAIRMAN



#### Memorandum of Understanding

between

Meerut Institute of Engineering & Technology, Meerut

And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 07/12/2018 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

Meerut Institute of Engineering & Technology, Meerut, having its registered office at NH-58, Delhi-Roorkee Highway, Baghpat Road, Bypass crossing, Meerut, Uttar Pradesh - 250005, India, hereinafter unless the context otherwise requires be referred to as "MIET".

WHEREAS MIET with a view to provide best in class skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, offering a wide range of programs.

WHEREAS MIET and IBM having felt the need to provide the learners with the trainings which may lead to enhanced skills, IBM and MIET agree to collaborate through the IBM Career Education program.

WHEREAS MIET and IBM agree that all discussions between MIET and IBM are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

WHEREAS IBM anticipates that MIET will elect to engage IBM as the primary and preferred technology provider and for software training services.

Now therefore this MOU witnesses:

Page 1 of 6

Memorandum of Understanding

Meerut Institute of Engg. & Tech

CHAIRMAN

IBM Career Education Program 25

#### 1- DEFINITIONS

MIET, shall include, unless repugnant to the context otherwise require, its associates-MIT, MERUT, MIET KUMAON

"Faculty" hereby refers to Training Staff of MIET,

"Students" hereby refers to all the students of MIET

"Program(s)" hereby refers collectively to Career Education program of IBM that includes initiatives like SEED, CEBT etc. for Engineering, IT or Business Schools in colleges and Universities. For more information please refer to <a href="http://ibm.com/in/careereducation">http://ibm.com/in/careereducation</a>

"SEED" hereby refers to the faculty development training program initiative as Software Engineering for Educational Development

"CEBT" hereby refers to the program as Career Education for Business Transformation, a training program to provide multi-disciplinary skills to students and faculty members

Career Education Courses: courses as agreed with MIET for which MIET students or faculty members will receive training

"Business Partner" means organizations certified by IBM to commercially sell its Program and also conduct training under the programs.

"Software" or "Product" means the IBM computer software packages identified for introduction in the Program

"Courseware" hereby refers to books or education material given in any form like printed books, CDs, PDFs etc.

#### I. Foreseen benefits of the collaboration

#### a) MIET

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution
- Opportunity to co-market with IBM to promote Programs

#### b) IBM

 Availability of skilled resource pool armed with IBM Software skills that various organizations may want to evaluate for recruitment

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Memorandum of Understanding

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IBM Career Education Program

Bangalore Sports



 Propagation of IBM Software and technology knowledge & skill to various students and faculty members

#### III - TERMS AND CONDITIONS

## a) Courseware and Training

IBM, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Career Education courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by IBM Career Education, a division of IBM India Private Ltd to MIET.

MIET will pay for the courseware and/or trainings in advance to IBM.

Under this MOU, MiET also assures IBM that it will enroll its students and/or faculty members taking IBM Career Education courses every year from the effective date of the signing this MoU, it will also be the endeavor of the MIET management to initiate the process of IBM Career Education courses to be included in their curriculum in case it has not been included so far.

#### b) Software

IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of MIET. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

## IV - BREACH OF MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

# V - TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of three (3) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case IBM is providing training then IBM to complete the batch in session and or registered

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Memorandum of Understanding

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IBM Career Education Programs

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irrespective of termination period / date, subject to all the payments and other obligations having been met by MIET in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by IBM, any software or courseware licenses granted to MIET by virtue of this MOU, shall also stand automatically terminated without any further act of parties. MIET will also return or destroy at IBM's discretion, all material provided by IBM including courseware slides, soft copy courseware provided by IBM towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information.

Indemnification and Liability,

Obligations to make payments of amounts by MIET that become due by virtue of this MOU, prior to termination.

#### VI - LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify MIET in the event of breach of third Party Intellectual Property rights (as set out in under the applicable definitive agreement) and except in the event of breach by MIET of any of IBM's Intellectual Property rights or IBM confidential information rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in connection with this MOU, shall not exceed in the aggregate the amounts received by IBM, from MIET under this MOU.

#### VII - ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Vice Chancellor, MIET or his representative and Country Manager, Career Education program of IBM for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of any such arbitration shall be Bangalore. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party

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IBM Career Education Program

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Memorandum of Understanding Meerut Institute of Engg. & Tech.

CHAIRMAN

appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

#### VIII - GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

IBM shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on MIET premises as well as training attendance records maintained by MIET. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by IBM.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by MIET and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, MIET may make such disclosure to the extent required by law, court or statutory authority, in which case MIET will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and MIET agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Any press release, publicity or media interaction pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. The use of IBM Logo shall be subject to prior written permission by IBM and under the terms of the applicable agreement such as Trade Mark License Agreement executed between and IBM or IBM's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

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Memorandum of Understanding

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Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

MIET shall maintain at all times, a one-point contact for the IBM trainings being conducted at the institution. Any change in the contacts below will be promptly notified to IBM.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

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Signed:	DOT.		
For Meerut Institute of Engineering	g & Technology, Meerut	For IBM India Private Li	
Name: VISHNU SARAN	of Engg. & Tech.	Name: JACADI.	
Designation: CHAIRMAN	CHAIRMAN	Designation: MA	MOGER SWY
Signature:	_	Signature:	- Stilver

# Annexure I to IBM Career Education MoU

- a) IBM and MIET MEERUT, acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and MIET MEERUT are keen to cooperate in a way that shall benefit MIET MEERUT students pursuing a career in the industry.
- b) MIET MEERUT shall rollout Under / Post-graduate / Certificate / value added programs with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have MIET MEERUT commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by MIET MEERUT. IBM's responsibilities under this Agreement are subject to MIET MEERUT fulfilling its responsibilities under the MoU.
- c) The curriculum may be provided by IBM or jointly developed by IBM and MIET MEERUT designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and MIET MEERUT from time to time with mutual agreement.
- d) Joint Co-ordination Committee To guide the execution of the activities agreed under this MoU, MIET MEERUT and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:
  - Vice-Chancellor / Head of MIET MEERUT or his nominee as the Chairperson;
  - One representative from each party as members
  - A Project Coordinator from MIET MEERUT who shall also be the Convener of the Committee,

Chairperson of the committee may recommend changes in the member's from time to time in consultation with the nominating parties and have the same approved by the Head, MIET MEERUT.

The Committee shall recommend on course curriculum, course content, delivery, determination of fee. The Committee shall monitor and review the activities under this MoU and recommend such decisions with respect to any aspect regarding this MoU for the purpose of removing any impediment, promoting the programs arising from this MoU, approving the content and recommending changes therein, the program prospectus and fee structure.

IBM Career Education Program

Annexure 1 - Page 1 of 5

Memorandum of Understanding

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Following are the proposed roles and responsibilities:

## e) IBM

- Appoint member to the committee
- To co-develop and supply courseware for the students as required
- Provide orientation workshops for the faculty nominated by MIET MEERUT for the program
- Deploy SMEs for covering deliver Courses (including practical/Lab hours) agreed as per the curriculum, for students as mutually agreed as per the curriculum
- Provide the participation certificates for all the students who have successfully completed the course

# f) MIET MEERUT

- Appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the program as required
- Promote the program through various channels, develop collateral and market
- Conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/assessments and issue degree accordingly
- Provide detailed session plan
- Share the student data with IBM who apply and enroll to the program as per prescribed format from IBM
- Nominate faculty members for the orientation program by IBM
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM or IBM designated Business Partner resources
- In case of a co-branded Lab setup, provide a minimum 30 computer lab that can be designated with appropriate signboards creative as provided by IBM, in the campus.
- Confirm and process the payments to IBM in advance on agreed schedule.

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Annexure 1 - Page 2 of 5

Memorandum of Understanding

IBM Career Education Programme

#### Course Details:

**Faculty Development Programs** 

Faculty members to attend the following FDP programs

- 1. Blockchain Developer
- 2. Security Intelligence Engineer

The above FDP programs are to be conducted based on AP Skills curriculum followed by a Mastery Examination and Instructor Certification.

Training duration - 5 days, to be conducted by IBM SME

In addition, MIET may subscribe to any additional FDP programs based on AP Skills courses

Value Added Programs for Students

# MIET to conduct Value added programs for Students

- 1. IBM CE Essentials of Big Data with Hadoop using IBM InfoSphere BigInsights, for training current batch of students in 2018
- From Winter 2018 onwards students will be offered Programs mapped to AP Skills Courses
  - a. Big Data Engineer
  - b. Cloud Application Developer
  - Mobile Application Developer
  - d. Security Intelligence Engineer
  - e. Application Security Engineer
  - f. Artificial Intelligence Analyst
  - g. Blockchain Developer
  - h. Business Intelligence Analyst

The above courses shall be conducted by MIET faculty members and the proctored examination shall be conducted by IBM SME, on a preassigned date. Students on completion of the course and self- proctored exam, will be eligible for the Explorer Badge and on successful completion of the Proctor exam, will be eligible for the Mastery Badge.

# MIET to conduct Project Certification Programs for Students

Students can opt for Project Certification Programs, with MIET faculty members to be primary mentors. Project scenarios, may be opted from IBM list of projects or students may get there projects pre-approved. On successful completion, students will be eligible for Project Completion

Annexure 1 - Page 3 of 5

Memorandum of Understanding

Meerut Institute of Engg. & Joh.

CHAIRMAN

IBM Career Education Program

# Fee to IBM

No.	Description	No. of Participants required	Price (INR)
	Faculty Development Programs		FDP Price Per Batch
	W 11 - 2 1	10-12	
	Blockchain Developer	Participants	6,00,000/-
	Security Intelligence Engineer	in each FDP	6,00,000/-
	Additional FDP programs based on AP Skills courses		6,00,000/
	Value added programs for Students		Student Fee/ Student
	IBM CE - Essentials of Big Data with Hadoop using IBM InfoSphere BigInsights (only for 2018)	Min 30 Students	2750/-
	AP Skills Courses  1. Big Data Engineer  2. Cloud Application Developer  3. Mobile Application Developer  4. Security Intelligence Engineer  5. Application Security Engineer  6. Artificial Intelligence Analyst  7. Biockchain Developer  8. Business Intelligence Analyst	Min 30 Students per batch	12000/-
	Project Certification Programs	Min 30 Students per batch	2500/-

Annexure 1 - Page 4 of 5

Memorandum of Understanding

Meerut Institute of Engg. & Took. CHAIRMAN IBM Career Education Program
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Any change in Taxes/ Duties applicable shall be charged at the time of actual invoicing.

Payments to be made in Advance

Student Training to be conducted by MIET Meerut faculty members

Payment for 2 FDP programs before 31 Dec 2018.

 IBM Software Lab for Emerging Technologies Lab branding will be provided on receipt of the payments

 MIET will share the student enrolment plan for the AP Skills Courses, Minimum 100 students to enroll in the programs every semester,

 IBM to provide AP Skills Vouchers for the courses, MIET Meerut faculty members to conduct the training program.

 Payments for the AP Skills Courses to be made at least 30 days prior to the start of the course, minimum 3 weeks is required to provision the access to the students.

The obligations setout herein is subject to the relevant Statement of Work (SoW) being shared and signed between the parties.

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Annexure 1 - Page 5 of 5

IBM Career Education Program

Memorandum of Understanding

### Annexure - 2 to IBM Career Education MoU

# Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of ○ 쿠 / ) ユ / ユ = 1 & , between IBM India Ltd, a Indian corporation (hereinafter "LICENSOR"), and Meerut Institute of Engineering & Technology, having its registered office at NH-58, Delhi-Roorkee Highway, Baghpat Road, Bypass crossing, Meerut, Uttar Pradesh - 250005, India (hereinafter "LICENSEE").

#### Section 1. DEFINITIONS

- "Licensed Mark" shall mean the IBM loop identified in Exhibit 1.
- 1.2 "Logo Usage Guidelines for Co-marketing" shall mean such guidelines as may be established by LICENSOR and modified from time to time, upon reasonable notice, by LICENSOR, providing for the use and display of the Licensed Mark. The current "Logo Usage Guidelines for Co-marketing" are identified in exhibit 2.
- "Communications" shall mean the materials identified in Exhibit 3.

#### Section 2. LICENSEGRANT

LICENSOR grants LICENSEE a worldwide, non-exclusive, non-transferrable, right and license to use the Licensed Mark on the Communications in accordance with the terms of this Agreement.

# Section 3. USEOFTHELICENSEDMARK

- LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-marketing.
- LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration hetween LICENSOR and LICENSE and the usage is for signboard appearing directly outside of the IBM lab at the University and on limited advertising of the lab/courses.

# Section 4. OWNERSHIPOFTHELICENSEDMARK

- All ownership rights in the Licensed Mark belong exclusively to LICENSCR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as atherwise provided barein.
- LICENSEE agrees:
  - not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
  - not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
  - not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
  - not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
  - not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.

Meerut Institute of Engg. & Tech.
CHAIRMAN

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#### Section 5. QUALITYCONTROL

- The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to smend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.
- Failure to must the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

## Section 6. PROTECTIONOFTHELICENSEDMARK

- LICENSEE agrees to notify LICENSOR within ten (19) trustness days if LICENSEE becomes aware of:
  - 1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
  - any acts of infringement or unfair competition involving the Licensed Mark; or
  - 3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.
- 6.2 LICENSOR may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Licensod Mark at LICENSOR's sole expense. LICENSOE agrees to comply with all reasonable requests from LICENSOR for assistance in connection with any action with respect to the Licensed Mark that LICENSOR may choose to take.
- LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

#### Section 7. INDEMNITY

- LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.
- Notwithstanding the above, LICENSOR shall not be liable for any consequential damages, loss or prospective profits, or last business opportunities.
- 7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.
- LICENSEE shall indemnify LICENSOR, its officers, agents and employees from and against any and all claims, damages, trabilities (including settlements entered into in good faith), suits, actions, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, arising out of:
  - 1. any act, emission, neglect or default of LICENSEE or its agents on or in connection with the distribution,
  - promotion or marketing of Communications; or

    2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution. possession, or use of any Communications; or
  - 2. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any
  - any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fens incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE'S products or any other products associated with, used in, or marketed or provided through the Communications.
- 7.5 LICENSOR's indemnification obligation shall not exceed \$50,000.00.

#### Section B. WARRANTY

LICENSOR represents and warrants that it is owner of the Licensed Mark and any corresponding trademark registrations and/or applications related therate. LICENSOR makes no other warranties of any kind, either expressed or implied, with respect to the Licensed Mark.

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CHAIRMAN



#### Section 3. DURATIONANDTERMINATION

- 0.5 This Agreement and the rights and licenses grented hereunder, shall terminate on \_\_(3 Years after signing) , unless earlier terminated in accordance with its terms or when the MOU between itsM India Ltd and Meerut Institute of Engineering & Technology, is terminated.
- \$2 Either LICENSOR or LICENSEE shall have the right to terminate the licenses granted in Section 2 with or without cause at any time on thirty (30) days written notice to the other party.
- 0.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written nutice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.
- 9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.

#### Section 10. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be sent by certified mail with return receipt requested to the other party's then current Executive Coordinator, or designer, at their respective addresses as set forth below. Notification of a change of address must be given in writing. All such mailed notices shall be deemed given and received upon the date indicated on the certified mail receipt.

International Business Machines Corporation North Castle Drive Armonik, NY 19504 Attn: Corporate Counsel, Trademarks

NAME OF COMPANY ADDRESS Attn:	Meerik Institute of Engg. & Technology NH-58, Baghpat Crossing, Bypass Road
	Meerut-250005 (U.P.)

#### Section 11. TRANSFEROFRIGHTS

11.1 LICENSEE may not, either directly or indirectly, sublicense, assign, or in any way ancumber this license. Any attempt to do so shall be void and shall result in immediate termination of this License.

#### Section 12. ENTIREAGREEMENT

- 12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.
- 12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a weiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.
- 12.3 This Agreement and any emendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.
- 12.4 This Agreement will be governed by the substantive lews of India.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.

IBM India Private Ltd

Bangalore 560 029

Meerut Institute of Engineering & Technology

Name: Title:

Meerut Institute of Enga & Toch.

VISHNU SARAN CHAIRMAN

Exhibit 1 IBM Logo

> > Meerut Institute of Enge. & Joch.

CHAIRMAN

#### Exhibit 2

## IBM Logo Usage Guidelines for Marketing Materials and Websites

These Guidelines set forth the standards and requirements for use of the IBM Logo on Marketing Materials and Websites bearing the IBM Logo and the logo, trademark or trade name of another company.

Compliance with these Guidelines is required. In the event of a conflict between the terms and conditions of the Logo License Agreement and this Exhibit 2, this Exhibit 2 shall provail.

Guidelines as to the Nature and Content of the Marketing Materials and Websites:

- 1. Use of the IBM Logo may occur only on Marketing Materials and Websites which clearly and explicitly communicate:
  - the scope and nature of the relationship between the parties:
  - the responsibilities of each of the parties.

The IBM Logo may not be used in such a way as to attribute to IBM a product or service not actually originating from

- 2. Marketing Materials and Websites may not contain any statements, imagery or other materials which are illegal or which may, in the sole judgment of IBM, be in bed tests or loconsistent with IBM's public image, or find to bring disparagement, ridicule or scorn upon IBM.
- 3. The IBM Logo may not be placed or applied in a manner which may cause confusion as to the source or origin of the offering or communication.
- 4. The IBM Logo must always remain distinct and separate. The IBM Logo may not be combined with any other trademark or logo owned by another company nor may it be combined with any text, graphics, imagery or product identifiers. The IBM Logo may not be contained within the text of a sentence.
- In a sponsorship, when used in proximity to one or more company identifiers, the IBM Logo should be placed and sized to match the viewel weight and emphasis of all the other sponsors logos.
- The use of the IBM Logs must clearly communicate the context or relationship IBM has with the company, event or offering. This may be done by the addition of "relationship text" in the headline, body copy and/or in association with the lego signatures of a communication.
- 7. The following trademark attribution statement shall be applied on the page on which the IBM Logo is being used or in the legal attribution segment of the Marketing Materials and Websites:

The IBM Logu is a registered trademark of IBM in the United States and other countries and is used under license. IBM responsibility is limited to IBM products and services and is governed solely by the agreements under which such products and services are provided.

Correct Appearance of the IBM Logo:

Do not create your own version of the ISM Logo.

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Do not change the size, color or proportion of the artwork provided by IBM.

Always allow a "safe space" around the logotype that is equal to or greater than the height of the Ilife Logo in use.

Do not place the ISM Logo on active backgrounds that may reduce legibility.

Always use the approved IBM Blue:

Color Specifications Pantone equivalent: PMS 2718C Process equivalent: Cyan 75%, Maganta 43%, Yellow 0%, Black 0% RGS equivalent: Red 90, Green 125, Blue 197 Broadcast equivalent: Red 22%, Green 42%, Blue 70%

Meerut Institute of Engg. & Jech.

CHAIRMAN

## (A)

## **ATTACH EXHIBIT 3**

Illustration - Sample only

IBM

TRM

IBM Business Analytics Lab

in common with 2000 diame of Community sends

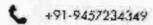


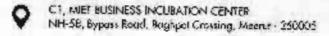


Meerut Institute of Engg. & Tech.









#### Memorandum of Understanding

This MOD is executed by MEERUT INSTITUTE OF TECHNOLOGY, MEERUT an AICTE approved technical institute affliated by AKTU, Lucknow located at NH-58, Baral Partapur Bypass Road, Meerut - \_\_\_\_\_\_ (U.P.) through its authorized representative Prof. (Dr) Sanjeev Maheshwari. Director of the Institute, hereinafter referred to as the "Party No.-1" (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns)

AND

MICTech Business labs Private Limited a company/firm incorporated under Sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18, having its registered office at C-1, MIET, BUSINESS INCUBATION CENTRE, NH 58, DELHI-ROOPKEE HIGHWAY, BAGHPAT ROAD, MEERUT, Meerut, Uttar Pradesh, India, 250005 through its authorized representative Mr. Abhyodaya Siddhartha, 5/o Mr. Shrikant Siddhartha, designation - Managing Director, hereinafter referred to as the "Party No.-2" (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns).

This agreement is for running of AICTE approved B. Voc (Software Technology) programmes to be affiliated to concerned university.

It has been decided between the parties to this agreement that the Party No.-1 shall provide overall management of theory papers, lab experiments and their exam as per AICTE/University prescribed curriculum. The Party No.-2 shall provide the necessary vocational skill training/ training partner and assessment of on-job training part of the prescribed curriculum as per required NSQF level.

Party-1 shall collect the fees from students and make payments for assessment and training to party-2 at NSDC Approved prevailing rates.

Now this agreement is made this 12th day of April 2018 at Men / ut \_\_\_\_ witnesses as under

Prof. (Dr) Sanippy W

Mr. Abhyodaya Siddhartha



# Robotech Automation Pvt. Ltd.

## —— Experts In Factory Automation ——

Ref No: RAW/MI/18-19/001

To
The Director
Meerut Institute of Technology
NH-58, Barat Partapur, Purtapur by pass road
Meerut (250103). U.P., India

21-April-2018

Subject: Letter of Association/Memorandum of Understanding (MoU)

Respected Sir.

We, Robotech Automation Pvt Ltd, Ghaziabd, are pleased to understand that Meerut Institute of Technology, Meerut (MIT) is proposing to run a B.Voc degree program commencing from the academic year 2018-19 with the following details.

S. No.	Course	Duration	Specialization	Eligibility	lotake	Relevant SSC
1	B. Voc.	4 years	Production Technology	Class XII	25	ASDC
				PASS		

We Robotech Automation Pvt Ltd, Ghaziabad are happy to enter into an association with MIT. Meetut as an industrial partner/Skill knowledge partner. We will be happy to extend to our support to them by providing on the job training to the students/trainees as required in the prescribe curriculum.

Authorized signatory

benich Aufstration Pvt. (.td.

Director

Prashant Sharma

Alay Kumar



## TANYA AUTOMOBILES (P) LTD.



(Authorised Dealer for Maruli Suzuki India Ltd.) 35. Chippr Tank, Begum Bridge Road, Meeruli Phones : 0121-4052273, 4020130 tanya mrt.sai1 @marutidealers.com

Reference No. Tanya/LOA / 2018 / 4 / 02

Date 02/ 04 /2018

To,
The Director,
Meerut Institute of Technology,
Meerut,

Subject: Letter of Association

We are pleased to understand that Meerut Institute of Technology, Meerut (MIT) is proposing to run B. Voc. Degree programme commencing from the academic year 2018-19 with following details

S. No.	Course	Duration	Specialization	Eligibility	Intake
1	B. Voc.	4 years	Automobile Servicing	Class XII	25

We are happy to enter into an association with MIT, Meerut as an industrial /Skill knowledge Partner. We will be happy to extend our support to them by providing on the job training to trainees/students as required in the prescribed curriculum.



# MEMORANDUM OF UNDERSTANDING (MOU)

## **BETWEEN**

MEERUT INSTITUTE OF TECHNOLOGY, MEERUT

&

MPA POWER PROJECTS PVT.LTD.

#### **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the  $12^{th}$ day of – June – Two Thousand Seventeen (12/06/2017),

#### BETWEEN

Meerut Institute of Technology, Meerut, N.H.-58, Baral Partapur, Bypass Road, Meerut - 250103, UP (India), the First Party represented herein by its Dr.Sanjeev Maheshwari, Director, MIT Meerut (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

MPA POWER PROJECTS PVT.LTD, Plot No 155, Sector 47, Gurugram, the Second Party, and represented herein by its Director, Mr. Ajay Singh (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

#### Meerut Institute of Technology, Meerut

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) MPA POWER PROJECTS PVT.LTD., the Second Party is engaged in Business, Services Like repair of engines, Skill Development, in the fields of Power.
- F) MPA POWER PROJECTS PVT.LTD ,the Second Party is promoted by Mr. Ajay Singh; Plot No 155, Sector 47, Gurugram, and Services Like repair of engines, supply of spare parts, on site grinding of crank shaft, Line boring ,Honing of liner.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Meerut Institute of Technology, Meerut (hereinafter called as the 'Institution') and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all, relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge:
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic career. The Second Party will provide its Labs / Workshops for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint training activities in the fields of MPA POWER PROJECTS PVT.LTD.Plot No.155, Sector 47, Gurugram.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on the part of the second party MPA Power Projects Pvt.Ltd., the second Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be terminated.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period MPA POWER PROJECTS PVT.LTD., the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of MPA POWER PROJECTS PVT.LTD, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may ferminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

#### AGREED:

For

Meerut Institute of Technology,

For MPA POWER PROJECTS PVT.LTD.

For MPA Power Projects Pvt. Ltd.

Meerut Institute of Technology

Authorized Signatory

Authorised Signatory

**Authorized Signatory** 

Institute Of Technology, Meerut	MPA POWER PROJECTS PVT.LTD.		
Address N.H58, Baral Partapur, Bypass Road, Meerut - 250103, UP (India)	Plot No 155, Sector 47,Gurugram		
9412782211,0121-2440900	9811282433		
director@mitmeerut.ac.in	info@mpapowerproject.com		
www.mitmeerut.ac.in	www.mpapowerproject.com		