

Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the last five years (10)

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**e-Copies of the MoUs with Institution/
Industry/Corporate Houses**



MEMORANDUM OF UNDERSTANDING

BETWEEN

KIET GROUP OF INSTITUTIONS, GHAZIABAD

(13 KM Stone, Ghaziabad-Meerut Road, Ghaziabad)

AND

SARACA SOLUTIONS PVT LTD

(A-74, A Block, Sector 63, Noida, Uttar Pradesh 201301)

KIET Group of Institutions, Ghaziabad

KIET Group of Institutions, Ghaziabad (KIET), Located in *National Capital Region* at Ghaziabad, Uttar Pradesh, INDIA has been continuously providing quality education in the field of Engineering and technology in India for 20 years and more. In its quest for excellence, KIET Group of Institutions, Ghaziabad has taken a number of important initiatives, resulting which, presently we are NAAC ‘A’ Graded (for 5 Years), NBA Accredited and ISO 9001-2000 Engineering College. We have also been awarded “UPTU Excellence Award” by our parent University, Dr. APJ Abdul Kalam Technical University (Dr. APJAKTU) for quality education and world class infrastructure and other facilities. The Institute has excellent laboratory facilities and is well equipped to undertake live project and in-service career development work of working professionals. Dr. APJAKTU has declared CS, EN and pharmacy departments as “Approved Research Center.”

SARACA SOLUTIONS

SARACA is a global IT consulting and engineering R&D services company with Fortune 500 customers. 80% of our customers are based in United States of America (USA) with 95% recurring business. We provide services in medical technology, aerospace, defence, rail transportation and automotive industries.

We offer services in the areas of software development and testing, mechanical design, embedded software and hardware development, technical publication, quality assurance and regulatory affairs. We have expertise with a core focus on niche technologies.



Our service-oriented team possess extensive industry experience and has a keen understanding of the challenges faced by modern organizations. This understanding helps us provide you cost-effective and customized solutions.

This **Memorandum** establishes the scope for collaboration between **KIET Group of Institutions, Ghaziabad** and **SARACA Solutions (Noida)** in the following areas: -

KIET Group of Institutions, Ghaziabad, hereby agrees to provide: -

1. Modern and well-equipped testing Labs to run Live projects/experiments in Engineering and Pharmacy.
2. High-end software(s) for designing and provide training in new technologies and project management.
3. Executive development programs to train the first and middle management levels, on topics related to finance, human resources, organizational behavior, business communication and life skills and Quality Management Systems etc. as per industry requirement.
4. Facility for logistic, human resource and infrastructure to hold Seminar/workshops and campus recruitment drives.
5. Consultancy through its qualified and experienced faculty to run and execute technical projects.

SARACA Solutions agrees to provide: -

1. Share of the expertise and resources with the KIET Group of Institutions for development of new technology in the area of defense, aerospace and medical devices.
2. Prepare and carry out joint research projects in the mutual interest areas.
3. Whenever SARACA required consultancy and expertise to develop new technology or any other technical support, they will prefer KIET Group of Institutions.

To accomplish these objectives, the partners will meet at least once in a month for the purpose of program monitoring and evaluation outcomes and future planning. Both the organizations will nominate one nodal officer to coordinate the activities.

This MOU is at will and non-exclusive and may be modified with the mutual consent of the authorized signatories of **KIET Group of Institutions, Ghaziabad**, and **SARACA Solutions (Noida)**. The projects and consultancy with pre-declared objectives with the specific terms and conditions will be mentioned in the separate task orders once signed by authorized officials of both groups, this MOU will begin on **28.07.2020** and remain in effect until **27.07.2021**.

Except as expressly contained herein, neither party shall have any liability or obligation whatsoever under this MoU.

Authorized Signatories of KIET Group of Institutions, Ghaziabad (Party I)



Professor cum HoD

Date: 28.07.2020




Director

Date: 28.07.2020

Authorized Signatories of SARACA Solutions (Noida) (Party II)



Name: Kuldeep Tyagi

Designation: Managing Director and CEO

Date: 26th July 2020



R1 RCM Global Private Limited
(Formerly known as Accretive Health Services Private Limited)
Candor Gurgaon One Realty Projects Private Limited
IT/ITES SEZ, 2nd, 3rd, 4th & 5th Floor, Building No. 1, Village Tikri
Sector 48, Gurugram - 122018 Haryana, India
Tel. : + 91 124 4686400 | CIN:- U74900DL2009PTC187041
Website: www.r1rcm.com

26th Feb 2020, 2019

To,
T & P Incharge
KIET Group of Institutions

Sub: Memorandum of Understanding ("MoU") to engage the KIET Group of Institutions ("Institution") for conducting the recruitment drive.

Dear Sir / Ma'am,

Referred below are the terms and conditions for proposed Recruitment Drive ("Recruitment") for which R1 RCM Global Private Limited ("the Company") is seeking an association with your esteemed Institution for conducting employment activities pertaining to hiring graduates.

This Memorandum of Understanding ("MoU") details the modalities and general conditions regarding collaboration between the Institution and the Company for the purpose of Recruitment Drive for conducting employment activities pertaining to hiring graduates.

Basis the mutual discussion the Institution and the Company have deliberated and come to a mutual consensus on the basis of which this MoU is being entered into, between the Company and the Institution. Please note that the purpose of this MoU is to set out the broad terms and conditions that have been agreed between the parties.

Each party above named shall be referred to as a "Party" when referred to individually and shall be referred to as the "Parties" when referred to collectively.

For and on behalf of
R1 RCM Global Private Limited
Authorized Signatory
R1 RCM confidential

For and on behalf of

Authorized Signatory

Page 1 of 7

GAIN FAR MORE THAN REVENUE

Registered Office: 17, Subhash Marg, Darya Gani, New Delhi - 110002



R1 RCM Global Private Limited
(Formerly known as Accretive Health Services Private Limited)
Candor Gurgaon One Realty Projects Private Limited
IT/ITES SEZ, 2nd, 3rd, 4th & 5th Floor, Building No. 1, Village Tikri
Sector 48, Gurugram - 122018 Haryana, India
Tel : + 91 124 4686400 | CIN - U74900DL2009PTC187041
Website : www.r1rcm.com

1.	THE COMPANY	<p>R1 RCM Global Private Limited a company incorporated under the Companies Act, 1956 and presently having its Registered Office in India at 17, Subhash Marg, Darya Ganj, New Delhi – 110002.</p> <p>Corporate Office- 2nd to 5th Floor, Building No. 1, Candor Gurgaon One Realty Projects Private Limited IT/ITES SEZ, Village Tikri, Sector 48, Gurugram 122001</p> <p>The Company is engaged into the business of Information Technology enabled services (ITES) in the outsourcing Industry.</p>
2.	INSTITUTION	
3.	SCOPE	<p>The Company shall conduct recruitment drive at the Institution to hire fresh graduates for various premises of the Company.</p> <p>Institution shall provide all necessary support to the Company in order to have smooth recruitment drive.</p> <p>Once a candidate/student has been selected and offered an appointment with the company, and the candidate has accepted such offer, the institution shall ensure that the said candidate is not permitted to appear for any subsequent interview for job with any other company/organisation.</p>

For and on behalf of
R1 RCM Global Private Limited
Authorized Signatory
R1 RCM confidential

For and on behalf of

Authorized Signatory



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3. To return the Confidential Information. If so requested by the Disclosing Party, the Recipient will promptly destroy or cause to be destroyed, or return or cause to be returned to the Disclosing Party, all Confidential Information received from or on behalf of the Disclosing Party, including all copies or duplicates of such Confidential Information, and all summaries, analyses, compilations, studies, notes, memos or other documents which contain or reflect any Confidential Information. The Recipient further agrees to furnish to the Disclosing Party, a written confirmation of a responsible executive officer of the Recipient that it has fulfilled its obligations under this clause.
4. Non – Disclosure of Business Relationship. In addition to the understandings set forth herein with respect to the Confidential Information, the Recipient agrees that it will keep strictly confidential and will not, without the prior written permission of the Disclosing Party, disclose to any third party, including other companies or organisations which are participating in similar recruitments, or to any recruitment agencies, the existence or any aspect of any ongoing negotiations, hiring details, terms and discussions or business dealings between the Disclosing Party, the candidate and the Recipient.
5. Indemnity. The Recipient undertakes to indemnify the Disclosing Party against all losses, damages, claims, costs, expenses, liabilities, proceedings and demands which Disclosing Party may incur as a result of breach of the terms of this Agreement by the Recipient or its employees or advisors or representatives or any person to whom such Confidential Information has been disclosed by the Recipient with the prior approval of the Disclosing Party.
6. Remedy. The Recipient acknowledges that monetary damages alone shall not be an adequate remedy for breach of the Recipient's obligations under this Agreement. In addition to any other remedy, which may be available in law or equity, the Disclosing Party shall also be entitled to interlocutory injunctive relief to prevent a breach of this Agreement.
7. Governing Law; Jurisdiction. This Agreement is governed by, and shall be construed in accordance with the laws of India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Gurugram (Haryana).
8. Term. The agreements, obligations, warranties and undertakings on the Recipient's part set out in this Agreement will continue in full force for a period of 5 years from the Execution Date. The Recipient shall not disclose the Confidential Information to any third party during this tenure.
9. HIPAA. R1 will not provide Protected Health Information or Non-Public Health Information to The Institution. In the event that R1 wishes or needs to share any such information with The Institution, the parties will enter into a separate "Business Associate Agreement" that meets the requirements of The Health Insurance Portability

R1 RCM Confidential

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GAIN FAR MORE THAN REVENUE

Registered Office: 17, Subhash Marg, Durga, Gurgaon, Haryana, India - 122002




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Sector 48, Gurugram - 122018 Haryana, India
Tel. : + 91 124 4686400 | CIN:- U74900DL2009PTC187041
Website: www.r1rcm.com

4.	TERM	The Recruitment drive shall be conducted in a periodic manner depending upon the availability and requirement of the Company. MoU is effective from _____ till _____.
5.	CONFIDENTIALITY	The parties have already executed an Non-Disclosure Agreement (NDA). The terms of the said NDA are not repeated herein for the sake of brevity but the same be read as part of this MOU as well. The Confidentiality obligations set forth under this clause shall survive termination or expiry of this MoU.
6.	ETHICS & CORRUPT OR FRAUDULENT PRACTICE	The Institution agrees and undertakes that the Institution, its directors, employees, personnel, contractors, Service Provider shall observe the highest standard of ethics during the execution of the obligations and shall not engage in 'Corrupt Practice' or 'Fraudulent Practice'. The Institution will not violate any law or regulation, particularly those relating to trade secrets or unfair competition, bribery or ethical standards (including but not limited to employment of child labour) during the execution of the obligations under this MoU. Nor shall the Company be liable to make payment or offer any favour, in cash or kind to the institution.

For and on behalf of
R1 RCM Global Private Limited
Authorized Signatory
R1 RCM confidential

For and on behalf of


Authorized Signatory



R1 RCM Global Private Limited
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7.	INDEMNIFICATION AND LIMITATION ON LIABILITY	<p>The Institution agrees to indemnify, and keep indemnified, the Company, its directors and affiliates against any and all liability, loss, fines, penalties, fees, damages, costs, amounts and expense arising out of any obligations, claims (including third party claims), actions, suits, judgments, orders, litigations, enforcements and/or proceedings arising from breach by such Party of any material terms and conditions of this MoU and/or its employees', personnel's, contractors, services providers' negligent acts, misconduct, commissions and/or omissions.</p> <p>The Company shall not be responsible for obtaining any insurance of the premises of the institution, its staff or students at any time during the tenure of this MoU and shall not be liable for any claim for the damages caused to the Institution, its staff or students. The Institution agrees to take care of all the required insurance.</p> <p>Under no circumstances is the Company liable for Institution's loss of, or damage, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings).</p>
8.	RELATIONSHIP	<p>It is expressly agreed between the Parties that both Parties are acting under this MoU as independent contractors and the relationship established under this MoU shall not be construed as partnership, joint ventures or agency relationship. The Institution is not authorised to use the Company's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the Company, without the prior written consent of the Company. The appointments offered by the Company under this MOU to the students shall be as per Company policy and at its sole discretion.</p> <p>The Institute shall not 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 Company, to pledge the Company's credit, or to extend credit on behalf of the Company.</p>

For and on behalf of
R1 RCM Global Private Limited
Authorized Signatory
R1 RCM confidential

For and on behalf of

Authorized Signatory

GAIN FAR MORE THAN REVENUE

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9.	CONFLICT OF INTEREST	Neither the Institution, nor its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this MoU, which conflict with or could potentially conflict with the object of the MoU.
10.	SEVERABILITY	In case any clause or term in this MoU is found to be unenforceable or illegal by any court of competent jurisdiction, the remaining of this MoU shall be held to be enforceable and read as if such clause did not exist. However, such clause so deemed to be illegal or unenforceable shall be replaced by a clause to give the same effect.
11.	NOTICE	Any notice to any party hereto shall be in writing and sent to their address as mentioned hereinabove or the address from which a notice is received. Any notice shall be sent in writing by registered post and be deemed served within 7 days from it being sent.
12.	TERMINATION	The Company shall be entitled to forthwith terminate this agreement in the event the Institution is in breach of any of the terms and conditions of this agreement. The Company shall be further entitled to terminate this Agreement by giving thirty (30) days prior notice in writing to the Institution for any reason whatsoever. The Institution shall be entitled to terminate this Agreement by giving Ninety (90) days prior notice in writing to the Company citing the reasons for the same.

For and on behalf of

R1 RCM Global Private Limited

Authorized Signatory

R1 RCM confidential

For and on behalf of


Authorized Signatory

Page 5 of 7

GAIN FAR MORE THAN REVENUE

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13.	DISPUTE RESOLUTION	Any dispute and/or difference arising out of or relating to this MoU including interpretation of its forms will be resolved through joint discussion of the Authorized Representatives of the concerned Parties. However, if the disputes are not resolved by the discussions then the matter will be referred for the Arbitration to the sole Arbitrator appointed by the Company in accordance with the Indian law. The place of the Arbitration will be at Gurgaon and the language will be English. The decision of the Arbitrator shall be final and binding on the both Parties.
14.	MoU TO BE BINDING IN NATURE	That this MoU is binding on both the parties.
15.	GENERAL	The Institution shall not disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the Company shall have been obtained in advance.

This MoU is made out induplicate. As a confirmation of your acceptance of the terms as stated herein, we request you to sign one copy of the MoU and return the same to us.

SIGNED AND DELIVERED by the

Within named
R1 RCM Global Private Limited

 By the Authorised Signatory

Name:

Designation:

For and on behalf of

R1 RCM Global Private Limited

Authorized Signatory

R1 RCM confidential

SIGNED AND DELIVERED by the

Within named

 By the Authorised Signatory

Name:

Designation:

For and on behalf of

Authorized Signatory

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GAIN FAR MORE THAN REVENUE

Registered Office: 17, Subhash Marg, Darva Gani, New Delhi - 110002



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA14149861147480S
 Certificate Issued Date : 03-Sep-2020 02:50 PM
 Account Reference : NONACC (FI)/ kacrsf08/ NELAMANGALA3/ KA-BR
 Unique Doc. Reference : SUBIN-KAKACRSFL0827631105379196S
 Purchased by : BIESSE MANUFACTURING COMPANY PVT LTD
 Description of Document : Article 12 Bond
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : BIESSE MANUFACTURING COMPANY PVT LTD
 Second Party : KRISHNA INSTITUTE OF ENGINEERING AND TECHNOLOGY
 Stamp Duty Paid By : BIESSE MANUFACTURING COMPANY PVT LTD
 Stamp Duty Amount(Rs.) : 300
 (Three Hundred only)

सत्यमेव जयते

[Signature]
 Authorised Signatory
 Town Co-Op. Society (LTD.)
 B.H. Road, Nelamangala.



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made as of 03 September, 2020 ("Execution Date"), by and between:

Biesse Manufacturing Company Private Limited, a company incorporated under the laws of India, having its registered office at Sy. No. 32, Sondkoppa Road, Jakkassandra Village, Nelamangala Taluk, Bangalore Rural 562126 (hereinafter referred to as "Biesse", which expression shall unless repugnant to the context and meaning thereof, include its successors and permitted assigns);

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified on the website www.stamps.gov.in or the website of the State Stamp Office and as available on the website of the Government of Karnataka.
2. There is no stamp duty on the registration of this Memorandum of Understanding.
3. This is not a legal document and does not create any legal rights.



AND

Krishna Institute of Engineering & Technology Campus, Private Institute affiliated to Abdul Kalam Technical University[incorporated under the laws of India, having its office at Lucknow,Office: - Meerut Road (NH-58) Muradnagar, Ghaziabad 201206 (Uttar Pradesh)] (hereinafter referred to as "KIET", which expression shall unless repugnant to the context and meaning thereof, include its successors and permitted assigns);

Biese and KIET shall hereinafter individually be referred to as a "Party" and jointly as the "Parties".

WHEREAS:

- A. Biese is engaged in the business of producing woodworking machinery and systems.
- B. KIET is an educational institution and provides B.Tech, B.Pharm as undergraduate courses, M.Tech, MBA, M.Pharm & Ph.D as Post Graduate Courses.
- C. The Parties are desirous of working and collaborating with each other using their respective expertise, knowledge and resources in forming a strategic alliance to establish the Training Centre (*defined below*) and conduct the Training Programs (*defined below*) for the Candidates (*defined below*).

NOW THEREFORE, the Parties are entering into this MoU to record the broad and in-principle understanding for establishing the Training Centre, as set forth hereinafter.

1. **DEFINITIONS:** The following terms shall have the meanings assigned to them herein below
 - 1.1. "Applicable Law" means in respect of a person, any statute, law, regulation, ordinance, rule, judgment, decree, by-law, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority or other requirements of any governmental or regulatory authority, to which such person is subject;
 - 1.2. "Biese Equipment" shall mean and include machines, tools, systems, that is owned and sold by Biese and which is further listed under Part A of Annexure A hereto;
 - 1.3. "Candidates" shall mean the individuals who have enrolled for the Training Programs;
 - 1.4. "Confidential Information" means any information of a confidential nature whether in tangible or intangible form or whether specifically marked as confidential or not, concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of its affiliates, including but not limited to information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, applications, source code, market opportunities and customers, financial information, internal processes, information about Party's employees. In addition to the foregoing, Confidential Information of either Party (the Party disclosing such information being the "Discloser" and the other Party being the "Recipient") may also include information which the Discloser protects against unrestricted disclosure to others that (a) the Discloser or its representatives designates as confidential at the time of disclosure; or (b) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information about or concerning any third party that is disclosed to the Recipient under this MoU.

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- 1.5. "Intellectual Property Rights" means the patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
- 1.6. "Software" shall mean the software owned the Company and which is more fully described under Part B of Annexure A.
- 1.7. "Training Centre" shall mean the Centre for Advanced Woodworking (CAW) located at KIET Group of Institutions, Delhi-NCR, Ghaziabad, PIN-201206.

"Training Programs" shall mean the training programs listed in Annexure B hereto.

"CSR Program" shall mean the corporate social responsibility program of the Company

2. UNDERSTANDING BETWEEN THE PARTIES

- 2.1. **Collaboration.** The Parties hereby agree to collaborate with each other to conduct the Training Programs at the Training Centre in accordance with the provisions of this MoU. KIET hereby agrees that KIET shall, under the supervision of the Company, be responsible for conducting the Training Programs and conducting regular classes and trainings with respect to the Training Programs and preparing the training materials for the same. The Company shall render reasonable assistance to KIET to prepare the training materials for the Training Programs.
- 2.2. **Accreditation.** Biesse shall initiate discussions between the Furniture and Fittings Skill Council ("FFSC") and KIET for obtaining the required accreditation/affiliation for the Training Programs. KIET hereby agrees that it shall be responsible for obtaining the required accreditation/affiliation from FFSC and/or any other accrediting body, and renewing the same from time to time, in relation to the Training Programs and shall bear all costs and expenses with respect to the same.
- 2.3. **Biesse Equipment.** Biesse as a part of its CSR Program shall transfer all rights, titles, interest with respect to the Biesse Equipment to KIET within 180 days from the Execution Date ("Transfer Date" date of signing of MoU). On and from the Transfer Date, all rights, and title with respect to the Equipment shall vest with KIET. KIET hereby agrees that it shall use the Equipment only for the purpose of education, training and research in relation to the Training Programs. KIET shall not (a) misuse the Biesse Equipment or use the Biesse Equipment for producing and/or manufacturing any other product(s); and (b) lease, rent, sell, license, or assign the Biesse Equipment during the Term and thereafter to any other party. During the Term of this Agreement, Biesse shall maintain the Equipment in good working condition.
- 2.4. **Software.** Biesse as a part of its CSR Program shall grant a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable license to use the Software only for the purpose of education, training and research in relation to the Training Programs ("License"). All rights, titles and ownership with respect to the Software shall always vest with the Company.



- 2.5. **Infrastructure and Consumables.** KIET shall be responsible for obtaining and providing the basic infrastructure, any other auxiliary equipment as maybe required by Biesse and electricity, computer hardware components, required furniture at the Training Centre and the required consumables for conducting the Training Programs, at its sole cost and expense, which is more specifically set out in Annexure C hereto. Biesse shall render assistance to KIET and shall liaise with local vendors and suppliers to enable KIET to purchase the required consumables for conducting the Training Programs.
- 2.6. **Open House:** Biesse may conduct open house/training sessions or other short term events at the Training Centre ("Biesse Events"). All costs and expenses with respect to the Biesse Events shall be borne by Biesse. KIET hereby agrees to render all co-operation and assistance to Biesse to conduct the Biesse Events at the Training Centre.
- 2.7. **Technology Business Incubator Program:** It is hereby clarified and agreed between the Parties that Candidates who have completed any of the Training Programs shall be eligible to enrol for KIET's Technology Business Incubator Program.
- 2.8. **Intellectual Property:** It is hereby clarified and agreed by the Parties that all rights, titles, interest and ownership with respect to the any intellectual property created or developed using the Equipment and/or Software, whether by the Company or KIET, shall vest jointly with the Company & KIET.
- 2.9. **Other Roles and Responsibilities**
- a. **Roles and Responsibilities of KIET:** KIET shall:
- i. Engage necessary staff and employees for conducting the Training Programs ("Staff"). It is hereby clarified and agreed between the Parties that KIET shall be responsible for the payment of fees/salaries, provision of applicable benefits to the Staff and KIET shall comply with all Applicable Laws in relation to the Staff.
 - ii. Allow Biesse employees to access the Training Centre as and when required.
 - iii. Allow customers or potential customers of Biesse to visit the Training Centre accompanied by a Biesse personnel.
- b. **Roles and Responsibilities of Biesse:** Biesse shall:
- i. Plan different activities with respect to the Training Programs;
 - ii. Suggest suitable Biesse Equipment for the Training Programs;
 - iii. Allow KIET staff to visit [BSM & IWST/AWTC as and when required on prior understanding/approval

3. REPRESENTATIONS AND WARRANTIES

3.1. Each Party hereby represents and warrants to the other that:

- a. it has obtained all corporate authorisations and (all other applicable statutory approval/licenses/registrations required to enter into and perform its obligations under this MoU.



- b. this MoU will, when executed, constitute valid and binding obligations of the relevant Party, and entry into and performance by it of this MoU will not violate or conflict with the provisions of its charter documents, by-laws, or equivalent constitutional documents in any way that would materially adversely affect its ability to enter into or perform its obligations under this MoU.
- c. neither entry into this MoU nor entry into, and implementation of, the proposed transactions by it will:
 - i. result in violation or breach of any Applicable Law; or
 - ii. amount to a violation or default with respect to any statute, regulation, order, decree or judgment of any court or any governmental or regulatory authority in any jurisdiction;
 - iii. Where, in each case, such breach, conflict or violation would materially adversely affect ability to enter into or perform its obligations under this MoU.

3.2. KIET hereby represents and warrants to the Company that it shall use the Software only with respect to the Training Programs in the manner as provided under this MoU.

4. TERM AND TERMINATION

4.1. **Term:** This MoU shall be valid for a period of 5 years on and from the Execution Date and shall be mutually renewed or extended by the Parties in writing.

4.2. **Termination without Cause:** Either Party shall have the right to terminate this MoU by giving the other Party a prior written notice of 90 days.

4.3. **Termination with Cause:** Either Party shall have the right to terminate this MoU with immediate effect: (a) if the other Party has breached the provisions of this MoU and such breach is not cured within 30 (thirty) days of notice of breach; or (b) if Biesse reasonably believes, that continuation of this Agreement will be detrimental to its business and/or goodwill; or (c) if the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business.

4.4. **Effects of Termination:** Upon termination of this MoU:

- (a) KIET shall, forthwith return all Confidential Information of Biesse.
- (b) The Parties shall cease to perform their respective obligations, roles and responsibilities under this Agreement.
- (c) The on-going Training Program for the calendar year in which the Agreement has expired/terminated shall be completed within 90 days.
- (d) The License granted to KIET under this Agreement shall be terminated once all the on-going Training Programs are completed.
- (e) No new Candidates shall be selected for any of the Training Programs.

5. CONFIDENTIALITY

5.1. Each Party may disclose to the other such Confidential Information as may be necessary to further the performance of this MoU.



5.2. The Recipient undertakes to the Discloser:

- a. to keep confidential the Discloser's Confidential Information.
- b. not to disclose the Confidential Information in whole or in part to any other person without the Discloser's prior written consent, except to the Recipient's employees, agents and sub-contractors involved in the performance of this MoU on a confidential and need to know basis and provided that employees, agents and sub-contractors are bound by written agreements of confidentiality which are at least as stringent as the provisions of this MoU; and
- c. to use the Confidential Information solely in connection with the performance of this MoU.

5.3. The aforementioned confidentiality obligations shall not extend to Confidential Information which:

- a. has ceased to be confidential without default on the part of the Recipient;
- b. has been received from a third party who did not receive it in confidence; and
- c. the Recipient is required by any court, government or other regulatory body to disclose, but only to the extent required by law, provided that the Recipient gives the Discloser written notice as soon as practicable of such requirement and consult in good faith the Discloser on the content and manner of any disclosure.

5.4. Upon request by the Discloser, the Recipient must deliver to the Discloser all documents and other materials in any medium in its possession or control, which contain or refer to the Discloser's Confidential Information. If the documents or other materials are not capable of being returned, the Recipient must destroy and certify the destruction of such documents and materials to the reasonable satisfaction of the Discloser.

6. INDEMNITY

- 6.1. KIET shall fully indemnify and hold harmless, and keep indemnified Biesse and its members, directors, employees, consultants for any and all losses, damages, claims, costs and expenses (including reasonable attorney's costs) arising out of or due to (i) any breach of the terms of this MoU by KIET, (ii) any breach of the obligations, representations and warranties of KIET, and (iii) if any of the representations and warranties of KIET are found to be untrue or inaccurate.

7. MISCELLANEOUS

- 7.1. **Governing Law and Jurisdiction.** Subject to Clause 7.2 below, the courts in Bangalore, India shall have exclusive jurisdiction on the matters arising from or in connection with this MoU and each Party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the aforementioned courts. This MoU shall be governed by and construed under the laws of India, without reference to its conflict of law principles.

- 7.2. **Dispute Resolution.** In the event the Parties fail to resolve their disputes or differences amicably, within 30 (thirty) days from the date on which any Party first notifies the other Party of such dispute having arisen, then such disputes shall be settled by arbitration of a sole arbitrator, mutually appointed by the Parties. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The language of arbitration proceedings shall be English. The venue of arbitration shall be Bangalore. Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both, from any court having jurisdiction to grant the same.



- 7.3. **Relationship between the Parties.** Notwithstanding anything to the contrary contained in this MoU, the relationship between the Parties shall be on a principal to principal basis and nothing in this MoU will be construed as creating an agency, partnership, franchise, joint venture, association of persons or employment relationship between the Parties.
- 7.4. **Severability.** In the event that any 1 (one) or more of the provisions contained in this MoU be held to be invalid or unenforceable in any respect by a court or arbitrator, such invalidity or unenforceability shall not affect the other provisions of this MoU. In such an event, the Parties shall attempt to substitute the invalid or unenforceable provisions with provisions that are legally enforceable and carry a similar or equivalent intent as the provisions struck down; and if such substitution is not possible, then this MoU shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 7.5. **Assignment.** Neither Party shall, without the prior written consent of the other Party, assign, delegate, pledge or otherwise transfer this MoU or any of its rights or obligations under this MoU, to any individual, person or entity, whether voluntarily or by operation of law.
- 7.6. **Notices.** All notices pursuant to this MoU shall be in writing and shall be deemed duly given when delivered to the respective office of the Parties at the address set forth in the recital of this MoU, and shall be deemed to have been received (a) upon delivery in person; (b) upon receiving acknowledgment by post; (c) upon transmittal by confirmed e-mail or facsimile.
- 7.7. **Waiver.** No term or provision hereof will be deemed waived, unless such waiver be in writing and signed by the Party against whom such waiver or consent is sought to be enforced. Further, waiver by any Party of any default or breach of any term or condition of this MoU at any one instance shall not be deemed or construed to be a continuing waiver of default or breach of such term or condition for the future or any subsequent breach thereof.
- 7.8. **Entire MoU.** This MoU constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, communications, negotiations and agreements, written or oral, with respect to the subject matter hereof.
- 7.9. **Amendment.** This MoU shall not be amended, altered or modified except by an instrument in writing expressly referring to this MoU and signed by the Parties.
- 7.10. **Cumulative Remedy:** All rights, remedies and benefits expressly provided for in this MoU are cumulative and are not exclusive of any rights, remedies or benefits provided for by applicable law or in this MoU, and the exercise of any remedy by a Party hereto shall not be deemed an election to the exclusion of any other remedy.
- 7.11. **Survival.** All provisions of this MoU which by their very nature are intended to survive the expiry or early termination of this MoU.



IN WITNESS WHEREOF the Parties have executed this MoU on the Execution Date.

Signed and Delivered by
The within-named "Biesse"
Biesse Manufacturing Company Private Limited
Through its Authorized Signatory



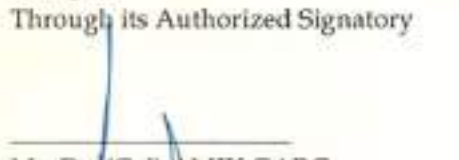
Mr. SAYEED AHMED
Designation: DIRECTOR
Email:

Witness:


Name: PRASHANTH-KV
Address: NO 1269, 7A CROSS
J.P. NAGAR 1ST PHASE
B'LOKE - 560078



Signed and Delivered by
The within-named "KIET"
Krishna Institute of Engineering & Technology
Campus
Through its Authorized Signatory



Mr. Dr. (Col) AMIK GARG
Designation: DIRECTOR
Email: [Dr. Kidari@kiot.edu](mailto:Dr.Kidari@kiot.edu)

Director
KIET Group of Institutions
Ghaziabad



Name: Dr. Manoj Goyal
Address: Joint Director
KIET Group of Institutions
Delhi-NCR, Ghaziabad-Meerut
Road, Ghaziabad-201206



Annexure A

Part A:

SN	Machine Type	Machine Model	Machine SN	Qty.
1	CNC Sizing Machine	SK 3 3200X3200	1654500	1
2	CNC Machining Centre	Rover Gold 1232	1000031938	1
3	Edge Banding Machine	Jade 240	1000036266	1

Part B

SN	Software	License Type	Qty.
1	OSI	Network	1
2	Optiplanning	Network	1
3	bSolid	Network	1
4	bCabinet	Network	1



Annexure B

SN	Course	Type	Qualification	Remarks
1	Certificate course in Frames, Doors & Windows (Solid wood)	Short Term 4 Weeks	10/12 th Pass	NSDC/PMKVY FFSC NSQF Level 2/3
2	Certificate course in CNC Operations & Management	Long Term 4 Months	Diploma/ Graduate	NSDC/PMKVY FFSC NSQF Level 3
5	Certificate course in CAD/CAM	Short Term 20 Days (Weekend)	Graduates/ Professionals/ Architects	FFSC
4	Woodworking Machinery Service & Maintenance	Short Term 1 Month	Diploma/ Graduate	FFSC NSQF Level 3
5	Refresher/Skill Up-gradation program in Woodworking Machinery Operations	Short Term 4 Weeks	10 th Pass Operators/ Craftsmen	NSDC/PMKVY FFSC NSQF Level 2
6	Cabinet Maker Modular Kitchen	Long Term 6 Months	12 th Pass	NSDC FFSC NSQF Level 3

Note: For the above courses, joint certification will be done by KIET & Biesse India with respective affiliation mention/NSDC logos wherever applicable.



Annexure C

Tools and Consumables for Start up		
Sl. No.	Consumables:	Qty.
1	Edge banding tape 22mm x 2mm x 200 mtrs	200
2	Edge banding tape 22mm x .8mm x 350 mtrs	350
3	Hot melt Adhesive, Make Jowat, Kleiberit or Wetzel	10 kgs.
4	Hot melt glue for Hot press ; Make Jowat or Pidilite	10 kgs.
5	HPL sheets/ veneer sheets of size 8' x 4'	15 nos.
	Tooling:	
6	Hinge boring Bit 34 x 70mm, S=10mm - RH	1
7	5 x 43 x 70mm - S=10mm - LH	2
8	5 x 43 x 70mm - S=10mm - RH	2
9	8 x 43 x 70mm - S=10mm - LH	2
10	8 x 43 x 70mm - S=10mm - RH	2
11	8 x 30 x 57.5mm - S=10mm - LH	2
12	8 x 30 x 57.5mm - S=10mm - RH	2
13	10 x 30 x 57.5mm - S=10mm - LH	1
14	10 x 30 x 57.5mm - S=10mm - RH	1
15	10 x 43 x 70mm - S=10mm - LH	1
16	10 x 43 x 70mm - S=10mm - RH	1
17	Straight router bit with knives (Z1+1, S=20, D=18 x48.5, RH)	1
18	1 set of spare cutting knives for the router bit	1
19	Spiral Router Bit 12 mm dia	1
20	Spiral Router Bit 10 mm dia	1
	Other Miscellaneous (approx. values)	
21	25 mtrs hose pipes of different dia (refer installation check list)	20
22	Hose clamps	8
23	Pneumatic end connectors	6 SET
24	30 mtrs of flexible, PU air line	20
25	Electrical cable about 30- mtrs	60
26	HARDWARE KIT	1 set
27	4' x 4' boards for trials	6 nos.
28	8' x 4' boards for trials	6 nos.
29	Compressor & Air Dryer	1 SET





**MEMORANDUM OF UNDERSTANDING
BETWEEN
KIET Group of Institutions, INDIA
AND
NAMANGAN ENGINEERING CONSTRUCTION INSTITUTE, UZBEKISTAN**

This MEMORANDUM OF UNDERSTANDING is between:

KIET Group of Institutions with an office address at 13 Km Stone, Ghaziabad- Meerut Road, Muradnagar, Ghaziabad, 201206 (U.P) India represented by its Director, Dr. (Col) A. Garg and here in after referred to as "KIET".

and

Namangan Engineering Construction Institute organized under the laws of Uzbekistan with an office address at Islam Karimov Street 12, Namangan, 160103, Uzbekistan represented by its Rector, Shukurjon Sharipovich KENJABEV and here in after referred to as "NECI".

Recognizing the importance of higher education, research, and training in the regional development of the Government of India;

Desiring to enhance bilateral cooperation in higher education, research, and training, in accordance with the national laws and regulations of the Uzbekistan and the Government of India.

Namangan Engineering Construction Institute (NECI) and KIET Group of Institutions (KIET) hereinafter referred to jointly as "the Parties," do hereby agree on the following:

ARTICLE I - OBJECTIVES

The objective of this Memorandum of Understanding (MoU) is to promote mutual cooperation in education and training on a reciprocal basis for the advancement of knowledge and intellectual development.

ARTICLE II - SCOPE OF COOPERATION

NECI and KIET will, inter alia:

1. Faculty/Researcher exchange:

Facilitate the exchange of faculty members and researchers for sharing knowledge and experiences.

2. Students Exchange:

Facilitate summer school visit for students in either university/institute.


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3. **Joint Research:**

Joint research by faculty members and/or researchers from parties, which can be funded by institutions, private sectors, or government agencies/departments.

4. **Teaching/ Learning activities:**

Teaching and learning activities through visiting lecturing activities in both parties concerned.

5. **Conference/Training:**

Encourage participation by faculty members and students in each other educational congresses, conferences, workshops, symposiums, training courses, exhibits, and other activities related to the objectives of this MoU.

6. **Social and Cultural Learning:**

The two organizations agree to invite each other to their social and cultural events so that the host organization can exchange their activities with the visiting organization.

ARTICLE III – IMPLEMENTATION

The Parties shall implement the MoU through specific arrangements, programs, and/or projects subject to the available funds of the Parties, the details of which shall be agreed upon in a separate Memorandum of Agreement to be signed by the Parties.

ARTICLE IV – ACADEMIC PROGRAMS

Both parties concerned will retain control and authority on academic matters or business/industry code of conduct in their respective degree, diploma programs, and positions in business/industrial institutions. However, amendments and customizations of MoU to meet regulatory compliance shall be done with mutual consent of the two parties involved.

ARTICLE V – FUNDING

The cost of the cooperative activities under this MoU shall be funded in terms to be mutually determined by the Parties and shall be subject to the availability of funds.

ARTICLE VI – SUSPENSION

Each Party reserve the right for reasons of security, public order, or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU, which shall be effective sixty (60) days after notification, has been given to the other Party.

ARTICLE VII - CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

1. The Parties shall ensure that educational data, information, and intellectual property rights mutually provided and developed which are carried out under this MoU shall not be transferred or supplied to a Third Party without prior written consent of the other party.
2. In case of any specific arrangement, program, or project that may result in intellectual property rights, the Parties shall enter into a separate agreement in accordance with the laws and regulations of their respective countries.


03 APR 19


15.04.2019

ARTICLE VIII - SETTLEMENT OF DISPUTES

Any dispute arising from the implementation of the provisions of this MoU shall be settled amicably by consultations or negotiations.

ARTICLE IX – AMENDMENT

This MoU may be reviewed and amended at any time, by mutual written consent of the Parties.

ARTICLE X - DURATION AND TERMINATION

1. This MoU shall be effective for a period of five (5) years and will be automatically renewed after five (5) years.
2. The termination of this MoU shall not affect the validity and duration of any arrangements, programs, activities, or projects made under this MoU until the completion of such arrangements, programs, activities, or projects, unless otherwise agreed upon by the Parties.

IN WITNESS WHERE OF, the undersigned, being duly authorized by their respective schools, have signed this MoU in the city of Namangan and Ghaziabad.

On behalf of
KIET Group of Institutions, India

On behalf of
Namangan Engineering Construction
Institute, Republic of Uzbekistan

Signed By:

Signed By:



Dr. (Col) A Garg
Director Director
KIET Group of Institutions
Ghaziabad

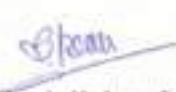


Shukurjon Sharipovich KENJABOEV
Rector

Date

Date

Witness- 
Dr. K.R. Chaturvedi
HOD- KIET School of Management

Witness- 
Dr. Soliev Ibodullohon Ismatullaevich
Head of Economy department

03.04.19

15.04.2019

Date: **Head of Department**
KIET School of Management
KIET Group of Institutions
Ghaziabad

Date



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**DEPARTMENT OF CIVIL ENGINEERING
KIET GROUP OF INSTITUTIONS, GHAZIABAD**

&

CIDC (CONSTRUCTION INDUSTRY DEVELOPMENT COUNCIL)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 14-10-2019.

BETWEEN

Department of Civil Engineering, KIET Group of Institutions, Ghaziabad - Meerut Road, NH-58, Ghaziabad, Uttar Pradesh-201206 represented herein by its Dr. Shailendra Kumar Tiwary (HOD-Civil) (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

Construction Industry Development Council ,801 (8th Floor), Hemkunt Chambers, 89, Nehru Place, New Delhi-110019 and represented herein by Mr. Rajeev Jain (Director, VT) (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).

WHEREAS:

- A) First Party is a Department of a Higher Educational Institution named: **KIET Group of Institutions, Ghaziabad**
- 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) (ii) **Construction Industry Development Council**, Second Party is engaged in Skill Development, Human Resource Development and Policy Making in the fields of - **Construction Sector**.
- F) CIDC - the Second Party is promoted by **The Planning Commission (Now Niti Aayog) of India & Indian construction Industry** having it's H.O. at **801 (8th Floor), Hemkunt Chambers, 89, Nehru Place, NewDelhi-110019**. CIDC is mandated to work towards betterment of Indian Construction Industry.



HEAD

Department of Civil Engineering
KIET Group of Institutions
13th K.M. Stone, Ghaziabad Meerut Road
GHAZIABAD-201206

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 **KIET Group of Institutions** 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 **KIET Group of Institutions** and **CIDC** 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 facilitate visits of Faculty and Students of the First Party to member companies / associated organizations 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 to



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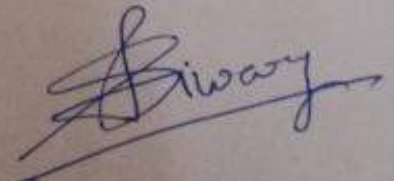

GHAZIABAD-201 208

working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party. For details refer **(Annexure I)**

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. For details refer **(Annexure I)**
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - **Construction Technologies & best practices for smooth conduct of Construction businesses.**
- 2.6 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **KIET Group of Institutions**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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.



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KIET Group of Institutions
13th K.M. Stone, Ghazipur, Meerut Road

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until either Party expressly terminates it on mutually agreed terms, during which period **Construction Industry Development Council**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **CIDC**, 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 terminate 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

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent entities, 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.



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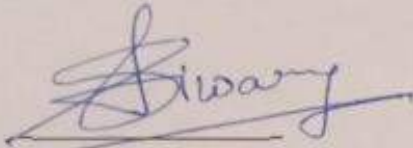
First Party

Second Party

AGREED:

For KIET Group of Institutions

for CIDC (Construction Industry
Development Council)



Authorized Signatory

Department of Civil Engineering
KIET Group of Institutions

13th K.M. Stone, Ghaziabad-Meerut Road,
GHAZIABAD-201206



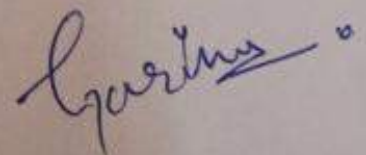
Authorized Signatory

Name of Institution	Name of Industry
Department of Civil Engineering, KIET Group of Institutions, Ghaziabad - Meerut Road, NH-58, Ghaziabad, Uttar Pradesh-201206	CONSTRUCTION INDUSTRY DEVELOPMENT COUNCIL ,801 (8th Floor), Hemkunt Chambers, 89, Nehru Place, New Delhi-110019
Contact Details: 8588811998, 8923483564	Contact Details: 0120-4157126,4299659,8882619988
E-mails: director@kiet.edu , shailendra.tiwary@kiet.edu	E-mails: civtprojects@gmail.com
Web: www.kiet.edu	Web: www.cidc.in

Witness1:



Witness2:



Witness3:

Witness4:



Memorandum of Understanding (MOU)
for Conducting
Students' Employability Program (SEP)
Between
Civil Engineering Department of
KIET Group of Institutions, Ghaziabad
And
Tvostar Technologies, Ghaziabad

This memorandum of understanding is made on 01-10-2019 between **KIET Group of Institutions, Ghaziabad, and Tvostar Technologies, Ghaziabad.**

This document is for the Memorandum of Understanding (MoU) for conducting Students' Employability Program (SEP) between **KIET Group of Institutions, Ghaziabad, and Tvostar Technologies, Ghaziabad** for duration of one year i.e. **01.10.2019 to 30.09.2020.**

KIET Group of Institutions, situated at, Ghaziabad - Meerut Road, NH-58, Ghaziabad U.P. - 201206 is a leading educational institute in Ghaziabad region, providing various Engineering & Management degree programs accredited by AICTE. Hereinafter referred as "**KIET-CE**".

Tvostar Technologies having its office at Plot No. 169, Sector-14, Rajnagar, Ghaziabad U.P. - 201002. Tvostar Technologies is a firm specializes in conducting training on various CAD/CAE & BIM Software Solutions including Placement assistance for fresh engineers. Hereinafter referred as "**TRAINING FACILITATOR**".



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Department of Civil Engineering

KIET Group of Institutions

13th K.M. Stone, Ghaziabad-Meerut Road,

GHAZIABAD-201206



Students' Employability Program [SEP]

SEP is the initiative taken by "TRAINING FACILITATOR" for fresh engineers to place them right after their Engineering Graduation in the relevant Engineering Industry. "TRAINING FACILITATOR" possess the vast experience of working with engineering companies in Delhi & NCR. In SEP "TRAINING FACILITATOR" will enable the final year engineering students to develop the skill set and confidence at par with companies' job requirement so the fresh engineer can work from day one on his/her first job.

SEP comprises of three phases:

Phase 1: "TRAINING FACILITATOR" will provide comprehensive skill set training (approximately 90 Hours training module) to SEP participants as per the company's job requirement with a pilot project.

Outcome of Phase 1 - After this training SEP participant will own the skill set of working on a real time project under on time delivery conditions.

Phase 2: SEP participant will go under 3 months of on-site internship where he/she will work in the company on an ongoing project. In this phase company will observe SEP participant's overall capabilities as per their company's requirement.

Outcome of Phase 2 - After Phase 2 SEP participant will be well versed with real time working environment and actually ready to kick start his/her career in the Industry.

Phase 3: After successful completion of the Phase 2, Company will provide a Job offer letter to the SEP participant. Participant has to join the company as soon as possible after his/her final year engineering exams.

Outcome of Phase 3 - SEP Participant will get placed right after his/her graduation.



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13th K.M. Stone, Ghaziabad-Meerut Road,

GAZIABAD-201206



1. Now therefore both the parties hereby agree as follows:

- 1.1. **TRAINING FACILITATOR** will conduct Student Employability Program (SEP) with various CAD courses and theory classes for final year civil engineering students of **KIET-CE** at KIET premise by providing specialized trainer.
- 1.2. **Both parties** will work towards creating better awareness and prospects of job opportunities for better employability of the participants at **KIET-CE**.
- 1.3. **TRAINING FACILITATOR** in consultation with **KIET-CE** will create and refine Courses as per current CAD/CAE Software program and accreditation requirement as per industry demand.
- 1.4. Course Name will be as per **ANNEXURE-I**.
- 1.5. Course fee & reimbursement will be as per **ANNEXURE-II**.

2. Overall Responsibility of TRAINING FACILITATOR

- 2.1 **TRAINING FACILITATOR** will reach to the companies' Design and HR departments and tie up with these companies to collect the job description of fresh recruitment.
- 2.2 **TRAINING FACILITATOR** will take commitment from companies (i) when fresh students' are ready after training, companies will allow them to work for at least 3 months at their office to check fresh engineers' performance. (ii) After successful completion of 3 months internship of fresh engineer, company will provide job opportunity with two years bond to the fresh engineer with standard remuneration practice of the Industry.
- 2.3 **TRAINING FACILITATOR** in consultation with **KIET-CE** will design and provide 90 Hours training program of 3 months to train the final year engineering students' of the Institute as per job requirements of the companies.
- 2.4 **TRAINING FACILITATOR** will keep close watch during companies' internship duration and help fresh engineers so that they can complete their 3 months internship successfully.
- 2.5 **TRAINING FACILITATOR** will follow up with the companies' and make sure that fresh engineers should receive their job offer letters from the companies.



HEAD

Department of Civil Engineering

KIET Group of Institutions

13th K.M. Stone, Ghaziabad-Meerut Road,

GAZIABAD-201206



3. Responsibility of TRAINING FACILITATOR during SEP Phase-1

- 3.1 **TRAINING FACILITATOR** will provide faculty with requisite knowledge and experience in teaching the CAD Courses. **TRAINING FACILITATOR** will ensure substitute faculty of similar specialization, as per requirement.
- 3.2 **TRAINING FACILITATOR** will provide one (1) set of hard copy courseware for Civil Engineering Department library for the students' reference.
- 3.3 **TRAINING FACILITATOR** will conduct CAD/CAE/BIM course exam and other related exam for the students as part of the training program.
- 3.4 **TRAINING FACILITATOR** will also arrange few lectures of industrial experts to provide awareness about the current trending work practices happening in the industry now a days.
- 3.5 **TRAINING FACILITATOR** is providing 90% surety of the success of SEP.

4. Responsibility of the KIET-CE

- 4.1 **KIET-CE** will provide requisite infrastructure to conduct course, including but not limited to, classrooms, Computer Hardware/Software, Computer Projector, black / white board, power, power-backup, other utilities, etc.
- 4.2 **KIET-CE** will register students in SEP Course with adequate information of all relevant engineering streams.
- 4.3 **KIET-CE** will collect the SEP course fee or any other fee pursuant to this agreement from participating students in advance.
- 4.4 **KIET-CE** will reimburse fee & taxes as applicable to **TRAINING FACILITATOR** as per agreed terms in Annexure - II.
- 4.5 **KIET-CE** will ensure that all the participating students attend Course Classes as per schedule and all required infrastructure is made available for uninterrupted classes.

5. Duration For This Agreement

- 5.1. The duration of this Agreement shall be for a period of one (1) year from 1st October 2019 to 30th September 2020 and if not renewed or amended in writing the same shall be considered as expired and/or terminated.



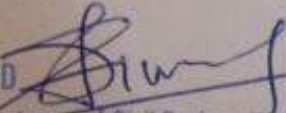
6. Termination

- 6.1 This Agreement shall take effect immediately on the execution of these presents. This agreement can be terminated by any party by a written letter giving two (2) months notice period.
- 6.2 Upon expiry of the Notice Period this Agreement will be terminated and both the parties will settle their accounts within one month of termination of this Agreement.
- 6.3 Any Notice, request or other communication required or permitted to be given or made under this Agreement to **KIET-CE** or **TRAINING FACILITATOR** shall be in writing. Such notice or request shall have been given or made when it shall have been delivered by hand, E-Mail, with a copy by courier, to the party to which it is addressed at such party's address specified below or at such other address as such party shall have designed by notice to the party for giving such notice or making such request.
- 6.4 Due to any reason by **TRAINING FACILITATOR**, if course discontinued without completion **KIET-CE** is not responsible for any payment to **TRAINING FACILITATOR**.
- 6.5 Due to any reason by **KIET-CE**, if course discontinued without completion, **KIET-CE** will release the Payment of **TRAINING FACILITATOR** on the pro rata basis. (Depends on completed course hours and phases of SEP)

<p>KIET-CE For KIET Group of Institutions Ghaziabad-Meerut Road, NH-58, Ghaziabad (U.P.) - 201206 Phone: 01232-227980 Fax:</p>	<p>TRAINING FACILITATOR For Tvostar Technologies Plot No. 169, Sector-14, Rajnagar, Ghaziabad (U.P.) - 201002 Phone: +91-120-4121201 Mobile: +91 98999 25528</p>
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- 6.6 Except as otherwise specifically provided here in this Agreement, shall bind and inure to the benefit of each party's successors and permitted assigns.
- 6.7 The parties hereto acting themselves or through representatives duly authorized, have caused this Agreement to be signed in their respective names as of the day and the year written above.



HEAD 
 Department of Civil Engineering
 KIET Group of Institutions
 13th K.M. Stone, Ghaziabad-Meerut Road,
 GHAZIABAD-201206


Witnesses

1. Name

Ravindra Prasad

Prasanna

Signature with Stamp



HEAD

Department of Civil Engineering
KIET Group of Institutions

For **KIET-CE:** 13th K.M. Stone, Ghaziabad-Meerut Road,
KIET Group of Institutions,
Ghaziabad

2. Name

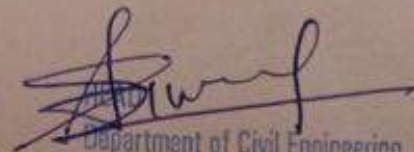
SWETA SINGH
1/10/2019

Signature with Stamp



For **TRAINING FACILITATOR:**
Tvostar Technologies, Ghaziabad





Department of Civil Engineering
KIET Group of Institutions
13th K.M. Stone, Ghaziabad-Meerut Road,
GHAZIABAD-201206



MEMORANDUM OF UNDERSTANDING

BETWEEN


KIET Group of Institutions, GHAZIABAD

AND

Success GATEway Engineers Academy, Sector-23, Sanjay Nagar, Ghaziabad

- This Agreement made and entered into on this 04 day of October 19 between CSE Department, KIET Group of Institutions, Ghaziabad (hereinafter called KIET) situated at Muradnagar, Ghaziabad, 2012006, an Institute of national importance established by Krishna Charitable Society initiated the KIET Group of Institutions in 1998 with a modest number of 180 students that has reached a humongous number of 5400 + students on campus today, towards this journey of excellence in the technical domain, and SGEA (hereinafter called "Success GATEway Engineers Academy" which expression shall include its successors and permitted assignees) with its registered office at Sector-23, Sanjay Nagar, Ghaziabad.
- **Success GATEway Engineers Academy** is offering **GATE-2021** classes in **KIET Group of Institutions**, Muradnagar, Ghaziabad for Computer Science & Engineering and Information Technology branch students.
- The start date of the program is 20th September 2019 and we have to complete the syllabus till 30th November 2020.
- The purpose of this program is to teach GATE-2021(CS/IT) complete syllabus so that students can qualify in GATE-2021(CS/IT) Entrance examination.
- This program is in three modules, each respectively consists of
Module 1: C-Programming concepts, Digital logic, Algorithms and Data Structures, Competitive Coding.
Module 2: Compiler Design, Network Systems, Operating Systems and Database Management System.
Module 3: Computer Organization and Architecture, Discrete Mathematics, Linear Algebra, Calculus, Probability and Theory of Computation.
- The schedule of lectures is 3:00 pm to 6:00 pm in week days or 9:00 am to 5:00 pm on weekends.
- The lectures will be taken by Vinod Yadav and Sachin Shah.

 E-7, 1st Floor, Madhuban Palace, Sector-23,
Sanjay Nagar, Ghaziabad (U.P.) - 201002

 +91-8447910778
+91-9540390987

 info@successgateway.co.in

 www.successgateway.co.in

Follow





- The Institute will provide the infrastructure i.e. one class room equipped with whiteboard and projector.
- Fees: 37,000/- per student for complete course, though a student can enroll before a module and also can withdraw after any module. The fee is payable only for the enrolled module,
 - Module 1: 13,000/- Rs.
 - Module 2: 12,500/- Rs.
 - Module 3: 11,500/- Rs.
- The Institute will pay the fees in the form of cheque in the favour of **Vinod Yadav Sachin Shah** by deducting 5% college infrastructure fees followed by deduction 10% TDS.

SPOC: Prof. Hriday Kumar Gupta.

Success GATEway Engineers Academy

KIET Group of Institutions

(Vinod)

Flaent

By: VINOD KUMAR

By: Dr. Vineet Sharma

Title: Co-Founder

Title: Professor & Head CS

Date: 04/10/2019

Date: 04/10/2019



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**MEMORANDUM OF UNDERSTANDING
GETTING ASSOCIATED FOR INTELLECTUAL PROPERTY ACTIVITIES OF KIET GROUP
OF INSTITUTIONS, GHAZIABAD**

This Memorandum of Understanding (MoU) is made on this Tuesday, the 15th of October, 2019 by and between

KIET Group of Institutions, Ghaziabad having its main campus address as Ghaziabad-Meerut Road, NH-58, NCR, Muradnagar, Ghaziabad, Uttar Pradesh 201206 (hereinafter referred to as 'KIET', which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, group institutions, etc.).

AND

Verispire Inc., a California, (USA) registered company through its Indian entity Verispire Technologies pvt. Ltd. (herein after referred to as 'Verispire') having its offices at C-25, Second Floor, Sector 8, Noida, Uttar Pradesh 201301, which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, etc.

1. BACKGROUND:

- 1.1. Verispire is an intellectual property consulting company engaged in creating valuable business assets for our clients by safeguarding their intellectual property. We provide the best in class and wide array of intellectual property consulting services to our clients worldwide.

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- 1.2. KIET Group of Institutions strives to create technically competent professionals who can contribute productively towards the betterment of the Industry and the Society as a whole. The institute has gained a distinct image as an outstanding educational colossal among technical institutions of Uttar Pradesh, due to its inclination towards innovative and skill-based education. Its consistent belief in 'Achieving High' is aptly reflected in its academics, extracurricular activities and placements
- 1.3. Verispire also conducts hands-on workshops, lecture series and seminars to educate and train the in-house personnel of, educational institutions, government and semi-government bodies towards aspects of creation, management and commercialization of IP.
- 1.4. Whereas, KIET is desirous of getting associated with Verispire for Developing Innovation and Research initiatives or streamlining existing IP process, if any with the following primary objectives:
 - 1.4.1. **Facilitate in developing IPCurate Labs with all the activities mentioned in the proposal and mutually agreed (Annexure A)**
 - 1.4.2. Facilitate patent searching, drafting and patent filing.
 - 1.4.3. Facilitate in patent prosecution cycle
 - 1.4.4. **Provide complete IP management**
 - 1.4.5. Encourage creativity and innovation.
 - 1.4.6. Provide other IP filings (Trademark, Design, Copyright, etc).
 - 1.4.7. Organize training programs, seminars, and workshops.
 - 1.4.8. Encourage creativity and innovation.
 - 1.4.9. Recommend initiatives to sensitize and strengthen KIET on IP.
 - 1.4.10. Verispire will look out the end to end IP activities of KIET on case to case basis.
 - 1.4.11. **Commercialization of Intellectual Property.filled by Verispire**
 - 1.4.12. Recommending and creating IP Policy for Institution if required on time to time.

The two parties to the MoU, with the intention of both being legally bound, accept the following terms and conditions:

2. RESPONSIBILITIES OF VERISPIRE:

- 2.1. To act as a resource body to handle the complete innovation and research activities of the KIET.
- 2.2. Offer total support and guidance in the field of IP, on a paid and complementary basis as the case may be.
- 2.3. To act as a resource body for rendering research & intellectual property training programs, conducting seminars and workshops including the development of program structure and module development.(IP Awareness Programs to be conducted as per Annexure C)
- 2.4. To select and invite speakers for conducting the seminars and delivering lectures to the attendees.
- 2.5. To recommend initiatives to sensitize and strengthen the innovation culture in KIET
- 2.6. To look after all IP activities (Patent, Trademark, Copyrights, Design) of KIET.
- 2.7. To execute above on-ground activity, Verispire will work on a retainer fee along with service specific fee, details of the retainer is mentioned in the invoicing section.

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3. **RESPONSIBILITIES OF KIET GROUP OF INSTITUTIONS:**

- 3.1. To provide infrastructure for establishing IP Curate Lab – an IP Cell powered by Verispire and administrative support in case required for IP related activities.
- 3.2. To encourage the faculty members and students to associate with sensitization programs on IP.
- 3.3. All other support and assistance that would be required in seamlessly carrying on all the activities in IP Curate Lab.

4. **INVOICING**

- 4.1. Verispire will raise an invoice according to the type of project (pricing in annexure).
- 4.2. Verispire will raise an invoice for government fees at the end of the month and any payment submissions will be done by Verispire within 3 to 5 working days of receiving the invoice from Government and same shall be raised to KIET for reimbursement. The invoice also mentions the time period for filing and getting approval from patent office. (Refer to Annexure A for filing fee structure and Annexure B for timeframe required to complete said task from the date of invoice generated.)
- 4.3. To execute all the activities (Details of activities available in Annexure C), Verispire will also charge a retainer amounting INR. 25000 plus taxes per month from KIET, invoice for the same will be raised in the first week of every month.
- 4.4. KIET shall make the payment towards the invoice raised by Verispire within 5 days of receipt of the invoice.
- 4.5. All Invoice will be generated as per mutually agreed price. It is to be noted that the fees mentioned in the annexure are exclusive of GST Tax charges and the same will be applied over the fee amounts mentioned in the annexure.

5. **INTELLECTUAL PROPERTY RIGHTS:**

- 5.1. All intellectual property rights in the training material and the method of training is sole property of Verispire and will completely vest with Verispire.

6. **COORDINATION AND CONTACT PERSONS:**

- 6.1. For Verispire: The contact person for the purpose of services and support activities rendered under this MoU will be:
Param Doshi
Account Manager – IPR
Verispire Inc.
Email: param.doshi@verispire.net
Contact: 7081746145/8600444581
- 6.2. The contact person at KIET for the purpose of support activities under this MoU will be:- Satendra Kumar
Dean – IEC, KIET
Email: tbikiet@gmail.com
Contact: 9999017712/9873816176

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7. **FORCE MAJEURE**

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

8. **LIABILITIES**

- 8.1. KIET shall not, however, be liable for:
 - a. any payments of claims by employees or associates of Verispire.
 - b. discharging any financial commitments made by Verispire outside the scope of this MoU and without consulting KIET.
 - c. any suit on account of demands and other laws by Verispire which have no nexus with the object of the MoU being entered into.
- 8.2. Verispire shall not, however, be liable for:
 - a. any payments of claims by employees or associates of KIET.
 - b. discharging any financial commitments made by KIET outside the scope of this MoU and without consulting Verispire Inc.
 - c. any suit on account of demands and other laws by KIET which have no nexus with the object of the MoU being entered into.

9. **BREACH OF MoU:**

Both parties to the MoU will have the right to terminate the MoU, in case the terms and conditions of the MoU are violated by either party, by giving written notice of 3 months to the violating party.

10. **AMENDMENT TO THE MoU**

The obligation of KIET and Verispire have 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.

11. **PERIOD OF VALIDITY**

This MoU shall be initially valid for 1 years from the date of signing the MoU and to be renewed subsequently by mutual consent of both the parties after one year it shall be renewed for next three years based on performance.

12. **DISPUTE RESOLUTION**


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

For KIET Group of Institutions

Dr. (Col) A Garg
Director

15 JUL 19

For Verispire Inc



Ms. Namita Mittal, Director
Verispire Inc.



Annexure A

Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
SEARCH & OPINION			
Patentability Search	NA	*4,000	*4,000
PREPARATION & FILING			
Provisional Patent Application	8,000	6,000	14,000
Complete filing of Provisional Patent Previously Filed	NA	18,000	18,000
Complete Patent Application(Preparation & Filing) with Complete Specification	8,000	24,000	32,000
REQUESTS			
Early Publication Request(Can be filed before scheduled 18 months from time of filing)	12,500	2,500	15,000
Request For Examination(Mandatory)	20,000	3,000	23,000
PROSECUTION			
Office action response	NA	10,000	10,000
Hearing and Filing response, if required	NA	9,000	9,000
Forwarding of Patent Registration Certificate	NA	1,000	1,000

*In case of retainership shall not be applicable.

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Other IP Related Activities

Development of IP Policy

Requirement	Professional Fees	Total
Every industry must have a strong IP Policy to protect its IP and safeguard the company's IP system	10000 INR	10000 INR

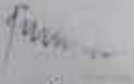

Other IP Services

Trademark Applications

Description	Government Fees(in INR)	Professional Fees(in INR)	Total Fees(in INR)
SEARCH			
Trademark Availability Searches per mark per class with report	NA	700	700
FILING			
Trademark Registration (Preparation & Filing)	9,000	6,500	15,500
Trademark Objection Reply	1,000	2,500	3,500
PROSECUTION			
Office Action Response	NA	5,000	5,000
Hearing, if needed	NA	6,000	6,000
Receiving and Forwarding of Trademark Registration Certificate	NA	1,000	1,000


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Industrial Designs

Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
FILING			
Preparation & filing of Design registration application	7,500	6,500	14,000
Industrial Design Objection Reply	NA	6,500	6,500
PROSECUTION			
Office Action Response	NA	6,000	6,000
Hearing, if needed	NA	10,000	10,000
Receiving and Forwarding of Design Registration Certificate	NA	1,000	1,000

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Copyright Registration Filing

Description	Government Fee(In INR)	Professional Fees(In INR)	Total Fees(In INR)
FILING			
1. Literary/Artistic work or Software Code	500	7,500	8,000
2. Audio Recordings	2,000	8,500	10,500
3. Cinematographic Film	5,000	9,500	14,500
PROSECUTION			
Receiving office action, studying of objections received and preparing and filing of appropriate responses at the Copyright Office	NA	5,000	5,000
Attending hearings, preparing and filing written statements at the Copyrights Office, if needed	NA	8,000	8,000
Receiving and Forwarding of Copyright Registration Certificate	NA	1,000	1,000

Paralegal Services

Govt. Fees	Professional Fees	Total
As per actuals	Project-to-project basis	-

Summa-

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15/12/19

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Annexure B

S. No.	Services	Timeframe Required to Complete Task(Working Days)
1	Patentability Search	3-5 Days
2	Provisional Drafting	5-7 Days
3	Complete Drafting after Provisional	15-18 Days
4	Invalidation/Validity Search	7-10 Days
5	Freedom to Operate	15-20 Days
6	Infringement Analysis	4-5 Days
7	State of Art Search	15-20 Days
8	Landscape Analysis	20-30 Days

**Payment of services mentioned in Annexure 2 which were not enlisted earlier to occur on a case-to-case basis.

It is to be noted that the above fees are exclusive of GST Tax charges and the same will be applied over the fee amounts mentioned in this document.

**On filing of more than 10 claims, an extra applicable 1,600 INR Govt. Fee and 500 INR Professional fee

**On filing of more than 30 sheets on specifications, an extra applicable 800 INR Govt. Fee and 300 INR Professional Fee

*For PCT and International Filings, fee schedule on request.

**It is also to be noted that travel arrangements and accommodations will be paid and accounted for by the University

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Annexure C

Payment Plans	Retainer Fees	Features
Advanced	INR 25,000/- per month	<ul style="list-style-type: none"> - 4 monthly visits a. Student Training Programs b. Faculty Development Programs c. Domain-Specific IP Program d. Other IP sensitization activities - Visit shall be every Thursday of each - Formation of IPCurate Labs for end-to-end IP and IP Consultancy processes - Setting up a drop-box for collection of invention ideas, start-up protection forms and invention disclosure forms - According to the filing fee structure - College Specific E-mail ID for all IP requirements - IP value recognition and scalability through proper IP licensing and technology transfers on novel ideas with yearly audit.

Note: Efforts shall be made by Verispire in association with college to file 100 applications in a year.

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KIET GROUP OF INSTITUTIONS

(A Technical Campus approved by AICTE)
Affiliated to Dr. A.P.J. Abdul Kalam Technical University, Lucknow
An ISO-9001 : 2008 Certified Institute



MEMORANDUM OF UNDERSTANDING

BETWEEN

KIET Group of Institutions, GHAZIABAD

AND

Towards Block Chain, Gurugram

This Agreement made and entered into on this _____ day of _____ between, KIET Group of Institutions, Ghaziabad (hereinafter called KIET) situated at Muradnagar, Ghaziabad, 201206, an Institute of national importance established by Krishna Charitable Society initiated the KIET Group of Institutions in 1998 with a modest number of 180 students that has reached a humongous number of 5400 + students on campus today, towards this journey of excellence in the technical domain. and TBC (hereinafter called "Towards Block Chain" which expression shall include its successors and permitted assignees) with its registered office at Gurugram, Haryana.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- to promote interaction between KIET and TBC in mutually beneficial areas.
- to provide a formal basis for initiating interaction between KIET and TBC.

2. PROPOSED MODES OF COLLABORATION

KIET and TBC propose to collaborate through

- Sponsoring student projects / internship for BTech (CSE/IT)/MCA programs at KIET.
- Sponsoring eligible employees of TBC for doing M.Tech./Ph.D. degrees in KIET. The eligibility criteria for selection will be as per norms of AKTU.
- Sponsoring R&D projects, which may be carried out wholly at KIET or at premises of TBC or partly at KIET and partly at TBC.
- Training of KIET personnel through Continuing Education Programs conducted by TBC in areas of interest to TBC/KIET.
- Any other appropriate mode of interaction agreed upon between KIET and TBC.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.

MOU-KIET



★ KIET School of Engg & Technology ★ KIET School of Management ★ KIET School of Computer Application
KIET Group of Institutions
KIET School of Pharmacy

13 KM STONE, GHAZIABAD-MEERUT ROAD, GHAZIABAD - 201 206 (U.P.) TEL. : 0120-2675314, 2675315, 01232-227075, 227080, 238223, 228224

TELEFAX : 0120-2675091, Website : www.kiet.edu / www.kietpharmacy.com

All Disputes are subject to Ghaziabad Jurisdiction only.

- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between KIET and TBC will be as "AI and Machine Learning" and Block Chain Technology.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party.
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 2 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days' prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality

MOU-KIET-TBC


Director
KIET Group of Institutions
Ghaziabad



clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. SPOC (Single Point of Contact):

Dr. Sanjeev Kumar for CSE Department, KIET [9411808080, sanjeev.yadav@kiet.edu].
Dr. Akash Rajak for MCA Department, KIET [9873718407, akash.rajak@kiet.edu].

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

On behalf of

KIET Group of Institutions
Ghaziabad

Towards Block Chain
Gurugram

By :

By :

Name : Dr. (Col) A. Garg

Name : VIKAS PANDEY

Title : Director
Director
KIET Group of Institutions
Ghaziabad

Title : DIRECTOR

Date : 19-09-2019

Date : 19-09-2019

Witness:

Witness:

1. Dr. Vineet Sharma
HOD CSE, KIET GZB.

1. T.N. SHERMA

2. Dr. Ajay K. Shrivastava
HOD MCA, KIET, GZB.

2.



MOU-KIET-TBC

For one part, ASSOCIAÇÃO CULTURAL DE RENOVACÃO TECNOLÓGICA SOROCABANA - ACRTS - sponsor of FACENS University - Centro Universitário de Facens ("Institution"), located at Rodovia Senador Ermírio de Moraes, 1425, Castelinho, km 1,5 - CEP 18087-125, Alto da Boa Vista, Sorocaba, São Paulo, Brazil, an educational institution organized under the laws of Brazil.

And for the other, KIET Group of Institutions with an office address at 13 Km Stone, Ghaziabad-Meerut Road, Delhi-NCR, Ghaziabad, 201206 (U.P) India, an educational institution affiliated to Dr APJ Abdul Kalam Technical University, Lucknow (UP) India.

In mutual recognition of their legal capacity to subscribe to this present protocol.

1. OBJECT

The purpose of this MOU is to establish and carry out projects, programs and activities in different areas of cooperation and common interest to facilitate education and research activities for scientific, technological and cultural development and dissemination for the exchange of information and training at University level.

1.1 ANNEX 1 - LIST OF DESIRED PROJECTS

2. MODE OF ACTIONS

The signatories agree to discuss and develop to carry out specific programs, as follows:

- a) Staff and student exchange between both parties;
- b) Joint research potential areas, possibly including students;
- c) Shared teaching and curriculum development, including online;
- d) Exchange of scientific and teaching materials;
- e) Innovation, Internships, and work experience opportunities;
- f) Knowledge exchange activities;
- g) Seminars, conferences, competitions and/or other meetings;
- h) Search for funds to finance projects and joint researches;
- i) Other activities considered of mutual interest.

3. IMPLEMENTATION OF THE PROTOCOL

3.1 ACADEMIC / STAFF EXCHANGE

The participating teachers or staff will be selected by the institution of origin.

The duration of teachers and staff exchange will be defined on a case-by-case basis, depending on the objectives to be achieved with this activity.

Visiting staff must abide by the applicable rules and regulations of the host institution.

The host institution will provide study and research privileges for visitors equal to those provided to resident faculty. Specific agreement for the use of any special facilities or resources will be agreed by the two universities prior to the exchange to supplement the agreement.

3.2 STUDENT EXCHANGE

The participating students will be selected by the institution of origin. Universities will define an annual exchange number for undergraduate and postgraduate courses, the period, and specific academic programs agreed to be determined by additive to this MOU. Each additive must also establish the terms for the contribution of both parties and the type of funding available. Participating students must meet the admission requirements of the host institution. The institutions shall endeavour to send a response to the acceptance of the candidates at least four months before the beginning of the academic period. The curriculum must be determined by the student and approved by the academic coordinators of both institutions. The host university will waive its tuition fee for the guest students. Exchange students will also be responsible for paying the board, lodging, health insurance, round-trip airfare, and study-related and personal expenses. The two institutions expect that an equal number of students will be exchanged.

Students must provide all necessary documentation requested by the Host Institution for the purpose of obtaining a visa. Obtaining and maintaining the proper visa status is the responsibility of the student. However, the host institution will provide documentation and forms if necessary.

4. COOPERATIVE RESEARCH

Co-operative research is to encourage individual scholars or departments to establish contact and develop mutual interests. The terms and conditions of any such cooperative research project, including financial and intellectual property issues, will be determined in a separate agreement between the parties.

The universities shall communicate to each other if they are informed by their inventors, authors or creators of an existence of intellectual property rights on the results of the research activities carried out under this protocol which are susceptible of registration, occasion that a specific agreement will be issued between universities to deal with title and registration costs.

5. USING THE PARTY'S LOGO

The parties authorize the use of each other logo as a partner in international programs while this MOU is in force.

6. COORDINATION

Neither institution may assign its rights or delegate its duties without the written consent of the other institution.

7. Social and Cultural Learning:

The two organizations agree to invite each other to their social and cultural events so that the host organization can exchange their activities with the visiting organization.

Each institution designates below a person in charge of the programs specified in the agreements.

ACRTS/FACENS

Designate person and role:

ROSI VIEIRA

International Relations Department Manager

Email address: rosi.vieira@facens.br

Phone Number: +55 15 3238 1188

branch line 265

KIET Group of Institutions, Ghaziabad

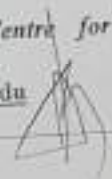
Designate person and role:

Dr. Preeti Chitkara

Coordinator - Career Guidance Centre for National and International Affairs

Email address: preeti.chitkara@kiet.edu

Phone No.: +919837524994





MEMORANDUM OF UNDERSTANDING (MOU) FOR ACADEMIC CO-OPERATION



OTHER RELATED ARTICLES

Each institution will bear its own costs associated with this MOU, exception will be made by amendments.

Each institution will establish scholarship (will be discussed) for reciprocal availability, with the respective monthly fees being waived with the exception of other fees that will be paid by students or institutions.

Any articles in this agreement may be amended or revised by the parties after consultation and mutual agreement upon supplemented agreement.

This MOU becomes effective when signed by representatives of the parties. This MOU shall remain in effect for 03(three) years or until one of the party notifies the other of its wish and for any reason to terminate it at least 90 (ninety) days in advance.

None of the articles mentioned in this agreement shall be binding on either of the institutes though the best efforts shall be made to accomplish maximum of them as per the possibilities and mutual discussions.

And as proof of agreement, the undermentioned sign this document, in duplicate and to one and in all the pages, in place and on the date indicated.

On behalf of
KIET Group of Institutions, India

On behalf of
Centro Universitário de Facens

Signed By:

Signed By:

Dr. (Col) A Garg
Director
Date: 04.12.2020

Antonio Roberto Beldi
Chairman of the Superior Council
12/15/2020
Date

Witness 1	Witness 1
Dr. Neeraj Kumar Gupta Professor & Head Electrical and Electronics Engineering	Dr. Paulo Roberto de Freitas Carvalho Dean of Facens
Witness 2	
Dr. Shailendra Kumar Tiwary Professor & Head Civil Engineering	

ANNEX 1 – LIST OF DESIRED PROJECTS

1. Collaborative research proposals;
2. Collaborative Books&research publications;
3. Collaborative supervision of UG, PG and PhDstudents;
4. Collaborative Faculty Development Program in India as well as Brazil by means of offline or online method;
5. Collaborative Workshop in India as well as Brazil by means of offline method or online method;
6. Joint Conferences and Seminars;
7. Guest Lectures;
8. Summer Internships/Schools;
9. Online Programs;
10. Diploma Programs that can be pursued along with degree program on ~~our~~ campus itself;
11. International Internships for Students.



Memorandum of Understanding

Between

KIET Group of Institutions, Ghaziabad, INDIA

and

University of Nairobi, Kenya

The parties to this MOU, wish to enhance relations between the two organizations and to develop academic and cultural exchange in the areas of education research, technology transfer and other activities. The establishment of collaborative relationship between the two organizations reflects consensus for the establishment of formal relationship and cooperation in their area of interest. The objective of this MOU is to foster collaboration, provide opportunity for global exposure and to facilitate advancement of knowledge.

KIET Group of Institutions, Ghaziabad India, and University of Nairobi agree to collaborate in the following areas:

1. Joint Sponsor Research, Development and Consultancy Services:

It is agreed to investigate the possibilities of joint research and provide consultancy services to different and various organizations. In this regard the terms and conditions for such participation would be worked out by mutual consent.

2. **International Conference/ Seminar:**

The two organizations agree to cooperate on organization of an International conference/seminar **on yearly basis** in which the faculty/students may **contribute minimum 5 papers in conferences.**

3. **Faculty Exchange:**

Cooperative efforts will be encouraged between the two organizations for exchange of faculty for sharing knowledge and experience. Such efforts will facilitate the synergy of academic growth between the two organizations.

4. **Student Exchange:**

Students from both the organizations can participate in the programs offered by either organization. The host organization will assist in facilitating the process.

5. **Library Membership:**

The two organizations agree to allow access to their publicly available library resources as per their terms and conditions. Online library resources of the two organizations may also be accessed for which the further terms and conditions may be set up.

6. **Online Lectures:**

It is agreed to conduct online lectures **at least one every semester** on some specific area for the benefit of the students.

7. **Social and Cultural Learning:**

The two organizations agree to invite each other to their **faculty/ students on yearly basis** for social and cultural events so that the host organization can exchange their activities with the visiting organization.

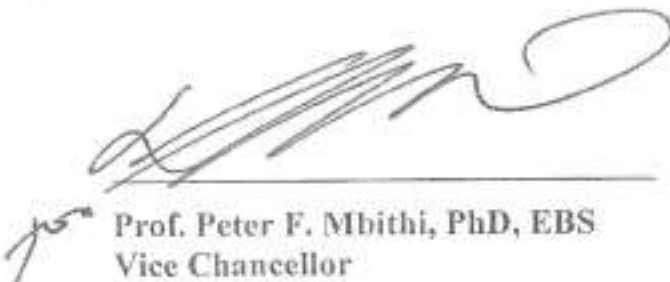
Terms and Conditions:

1. The agreement is subjected to amendment if deemed necessary by either party to include new ideas and it should be made in writing and shall be executed by those responsible for implementation.
2. Two faculty members from each of the organizations will be appointed to coordinate the MOU.
3. This agreement will be effective from the date it is signed by both the parties.
4. The agreement will remain in effect for five years, and may be renewed six months prior to the date of expiry.
5. Either party may terminate the MOU at any time. Notification of termination shall be made in writing.

SIGNED for and on behalf of the:

University of Nairobi

KIET Group of Institutions,
Ghaziabad, INDIA


Prof. Peter F. Mbithi, PhD, EBS
Vice Chancellor
University of Nairobi
DEPUTY VICE CHANCELLOR (HR&A)
UNIVERSITY OF NAIROBI
P.O. Box 30197 - 00100, GPO,
NAIROBI


Dr. (Col) A Garg
Director
KIET Group Of Institutions
Ghaziabad

Date: 12/6/19

Date: 13th Aug '19

भारतीय गैर न्यायिक

पचास
रुपये

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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH
MEMORANDUM OF UNDERSTANDING

CC 429891

BETWEEN

KIET GROUP OF INSTITUTION, GHAZIABAD, DELHI-NCR

AND

IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE), NOIDA

This Agreement made and (hereinafter referred to as MoU) is entered into from this "Date 25/8/2020 for a period of 12 Months

Party 1 - KIET GROUP OF INSTITUTION, GHAZIABAD, DELHI-NCR, UTTAR PRADESH 201206

AND

Party 2 - IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE) E-210, SECOND FLOOR, SECTOR 63, NOIDA, UTTAR PRADESH, 201301.

1. OBJECTIVES OF THE MOU:


This document outlines an Academic Partnership between IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE) and KIET GROUP OF INSTITUTION, GHAZIABAD. Working together for ONLINE TRAINING PROGRAM RELATED TO RENEWABLE ENERGY TECHNOLOGIES. The primary aim of this partnership is to training high-quality engineering graduates in Renewable Energy fields.

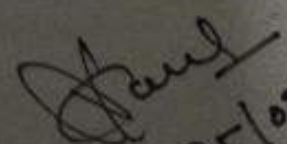
The parties to this MOU hereafter mutually agree to the following conditions:-

2. PROPOSED MODES OF COLLABORATION:

2.1) KIET GROUP OF INSTITUTION, GHAZIABAD and IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE) agree that this agreement is being signed by both the parties without any pressure, influence, or any type of compulsion.

A) Party 1 will prepare the course content of the Entire Syllabus and will be finalized on mutual understanding.


Director
KIET Group of Institutions
Ghaziabad
25 Aug 2020


25/08/2020

- B) Party 1 will give expertise to the course and will assign the faculties to prepare the Video Lectures.
- C) Party 1 will be promoting the course in their college.
- D) Party 2 will provide their platform to publish the course online.
- E) Party 2 will be taking care of Promotional/Branding activities.
- F) Party 2 will be doing the entire editing work to give the perfect look to the module.
- G) Party 2 will provide the globally valid certificates.
- H) Party 2 will share the list of the registered students to the Party 1.
- I) Course Content & Videos are the confidential content of both the party. It cannot be shared to third party without mutual consent.
- J) This MOU will not be limited to only One Course, On Mutual Understanding we can go for multiple courses.
- K) ISIEINDIA will be creating special account for KIET courses on website, where all the courses associated with KIET will be uploaded.

3. PERIOD OF VALIDITY

This agreement shall be initially valid for a period of **12 Months** from the date of signing of the MoU and to be renewed subsequently upon mutual consent of both the parties.

4. ARBITRATION

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual considerations and agreements by both the parties

5. PAYMENT POLICY

ISIEINDIA is working on two payment modules. Party 1 has to select any one of them:

1. ISIEINDIA will be paying INR 2000/-hr Session to the college/trainer.
2. ISIEINDIA will be giving 30% share after deducting applicable taxes i.e. GST, payment gateway fee, TDS. Etc.

6. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have initiated this Memorandum of Understanding to be executed, effective as on the day and year written above.

On behalf of: -

On behalf of:-

KIET GROUP OF INSTITUTION, GHAZIABAD

By: Director

25 Aug 2020

Name: Mr. (Col) A G A K h .

IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS

By: Founder & President

Name: Mr Vinod K Gupta

25/08/20



उत्तर प्रदेश UTTAR PRADESH

FR 454542

MEMORANDUM OF UNDERSTANDING

THIS MoU is made this 5th day of August, 2020 AMONGST Council of Scientific and Industrial Research (CSIR), a Society registered under the Societies Registration Act (XXI of 1860), having its Registered Office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi - 110 001 through its constituent laboratory CSIR-Indian Institute of Toxicology Research (CSIR-IITR), Vishvavyan Bhawan, 31, Mahatma Gandhi Marg, Lucknow-226001, Uttar Pradesh (hereinafter called 'CSIR-IITR' which expression shall include its successors-in-interest and assigns) of the first part;

AND

KIET Group of Institutions, Ghaziabad located in National Capital Region at 13 Km Stone, Meerut Road (NH-58), Ghaziabad, Uttar Pradesh, INDIA (Hereinafter referred to as 'KIET'), PARTY OF THE SECOND PART.

CSIR-IITR and KIET shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".



(A) PREAMBLE

Whereas CSIR-IITR, a leader in toxicology research, endeavours to mitigate problems of human health and environment. The institute aims to accomplish its goals through the following objectives:

- Safety evaluation of chemicals used in industry, agriculture and everyday life.
- To study the mode of action of toxic chemicals/ pollutants.
- Remedial/preventive measures to safeguard health and environment from pollutants.
- To study the occupational health hazards due to exposure to chemicals in industries, mines, agricultural fields and environment.
- To devise simple/rapid diagnostic tests for disorders caused by industrial and environmental chemicals.
- To collect, store and disseminate information on toxic chemicals
- To develop human resource for dealing with industrial and environmental problems.
- To provide a platform to the public and entrepreneurs to address queries and concerns regarding safety/toxicity of chemicals, additives and products.

And

KIET has continuously been providing quality education in the field of Engineering and Technology for more than 20 years. In its quest for excellence, KIET has taken a number of important initiatives and presently NAAC 'A' Graded (for 5 Years), NBA Accredited and ISO 9001-2000 Engineering College. It has also been awarded "UPTU Excellence Award" by Dr APJ Abdul Kalam Technical University (Dr APJAKTU), Lucknow for quality education, infrastructure and other facilities. The Institute has excellent laboratory facilities and is well equipped to undertake live projects and in service career development of working professionals. Dr APJAKTU, Lucknow has declared CSE, EN and Pharmacy departments as "Approved Research Centre". The Institute has **Recognition of Scientific and Industrial Research Organizations (SIRO)** by Department of Scientific & Industrial Research (DSIR).

Both the Parties are desirous of long term collaboration in the areas of mutual interest and wish to enter into a Memorandum of Understanding for this purpose.

(B) Objectives

The objectives of this Memorandum of Understanding between CSIR-IITR, Lucknow and KIET, is to foster collaborative research programmes to provide advancement in scientific and technological knowledge for benefit of society at large.



(C) **Responsibilities**

1. **Joint Collaboration:**

- a) Whereas: Faculty members/Scientists of CSIR-IITR and KIET desire to undertake collaborative research in the disciplines of science, technology and related areas.
- b) Whereas: Faculty members/Scientists of CSIR-IITR and KIET agree for joint organization of conference/ workshop/ seminar/ symposia/ summer school/ training/ lectures etc. to improve the exchange of knowledge and experience.
- c) Whereas: Faculty members/Scientists of CSIR-IITR and KIET agree to work for the exchange of faculty depending on the requirement and experience for the benefit of the students and the research scholars.
- d) Whereas: Faculty members and Students of KIET will be invited to CSIR-IITR during various events celebrated at CSIR-IITR including the Annual events and vice-versa.
- e) Whereas: Faculty members/Scientists of CSIR-IITR and KIET agree to jointly submit research projects to national and international funding agencies for extramural funding.
- f) Whereas: Faculty members/Scientists of CSIR-IITR and KIET agree to obtain approval from the Institutional Ethics Committee as required by their respective institution before commencement of the actual work using laboratory animals on research projects.
- g) Whereas: Periodical meeting of faculty members/scientists of CSIR-IITR and KIET will be held either at the premises of CSIR-IITR or KIET for regular reviews.
- h) All rights, title and interest in any INTELLECTUAL PROPERTY created under above program will be owned jointly by CSIR-IITR and KIET.

CONFIDENTIAL INFORMATION received from a PARTY's Affiliates shall be treated the same as **CONFIDENTIAL INFORMATION** received from that PARTY for all purposes. CSIR-IITR/ KIET affiliates means any individual or entity that controls, is controlled by, or is under common control (i) a controlling entity that is a state or a political subdivision or governmental authority of a sovereign state (a "Sovereign Entity"), or (ii) any entity that would be an Affiliate only due to being under common control of a Sovereign Entity.

"Intellectual Property" means all forms of legal rights and protection relating to the above programme and otherwise ^{based on} **CONFIDENTIAL INFORMATION**



any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patent, patent applications, provisional patent applications, design patents, PCT filings, invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), and all applications, registrations, issuances, divisional, continuations, renewals, reissues and extensions of the foregoing. With respect to Joint research programme, Mentors of KIET and CSIR-IITR hereby assign and will assign CSIR-IITR and KIET respectively all rights to each other, title and interest in Proprietary Information, Patents, and Copyrights.

Scientist/faculty of CSIR-IITR and KIET agree to disclose promptly and fully to each other and its attorneys Proprietary Information created by KIET and CSIR-IITR from their use of KIET and CSIR-IITR CONFIDENTIAL INFORMATION. Unless otherwise indicated, each PARTY agrees to compensate any of its own inventors listed on any patent filed by CSIR-IITR and KIET to the extent a PARTY's laws and practices requires the PARTY to compensate the inventor.

2. KIET will facilitate the following:

- a) KIET shall recognize CSIR-IITR, Lucknow and specific discipline/divisions/department as centers for conducting research work.
- b) KIET shall provide facilities (laboratories, library etc) for conducting research work under the joint research projects, without any cost involvement or implications.
- c) KIET shall provide high-end software(s) for designing and provide training in new technologies and project management.
- d) KIET shall provide facility for logistic, human resource and infrastructure to hold joint seminar/workshops.

3. CSIR-IITR, Lucknow will facilitate the following:

- a) CSIR-IITR shall make available the existing facilities like laboratories, library for research/ project work on the sponsorship basis.
- b) CSIR-IITR shall provide facilities for research projects on mutual areas of interest.



- c) CSIR-IITR shall provide internship opportunity to the students of KIET Group of Institutions as per institutional policies.
- d) CSIR-IITR shall provide expert sessions for the benefit of faculty and students of KIET Group of Institutions.
- e) CSIR-IITR shall share the expertise and resources with the KIET Group of Institutions for R&D of new technology as per institutional policies.
- f) CSIR-IITR shall utilize consultancy and expertise available with KIET for development of new technology/ technical support as and when required.

(D) Modalities of Co-operation

A co-ordination committee comprising Director, CSIR-IITR, Lucknow and Director, KIET or their nominees and a programme co-ordinator of both parties who could be a faculty or scientist, will be responsible for setting up and implementing the envisaged research activities. The manner of collaboration will be on a work sharing research basis, in which each party carries out a specific complementary component of larger project and in turn obtain access to the total research output project. The committee shall meet at least once every year and review the progress on all activities carried out under this Memorandum of Understanding (MoU).

(E) Funding and Financial Liabilities

The activities carried out under MoU will be financially supported by the respective institutions separately and as approved by the funding agencies permitting joint research. No party will be financially liable for any claim or interest towards the other party for any activity undertaken under this MoU. If required, a joint proposal may be sent to the funding agencies in India or abroad.

(F) Amendment and Financial Liabilities

The MoU can be amended only by written consent duly signed by signatories or their nominees. The MoU between the said CSIR-IITR, Lucknow and KIET will come into force after getting approval of the authorities or their nominees. The parties acknowledge and agree to fulfil requirement and to undertake all activities identified under this MoU. This MoU become effective from the date when signed by both the parties and will be valid for five years which may be extended for a period suited by both the parties and will be valid for both the parties. The confidentiality maintaining period will be of three years from the date of expiry of MoU.



(G) **Arbitration Clause:**

This MoU is a statement of intent of the parties to cooperate and it is not legally binding upon the parties under any circumstances whatsoever. This MoU will not create legally enforceable write, claim, interest, duty and obligation in favour of either party as against the other party.

(H) **Confidentiality**

The parties will enter into case-specific non-disclosure agreement to honour confidentiality of any sensitive/ proprietary information which may be shared.

(I) **Termination of Agreement**

Any party may terminate the agreement under this MoU by providing six month written notice.

This MoU is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:

On behalf of CSIR-IITR, Lucknow

Signature:

Name:

Designation:

Contact No:

Email:

Seal

(प्रोफेसर अलोक द्विवेदी)
(Professor Alok Dwivedi)
निदेशक/Director
CSIR-Indian Institute of Technology Research
Muzaffarnagar, Lucknow-226001

On behalf of KIET, Ghaziabad

Signature:

Name: Dr. (Col.) A Garg

Designation: Director

Contact No: 8744097773

Email: director@kiet.edu

Seal

Dr. (Col.) A Garg
Director
KIET Group of Institutions
Ghaziabad

Witnesses:

Dr. K.C Khulbe
Head-Research Planning &
Business Development Division
CSIR- IITR, Lucknow

डॉ. के. सी. खुलबे / Dr. KC Khulbe
प्रमुख, अनुसंधान योजना व व्यवसाय विकास विभाग
Head, Research Planning & Business Development Division
CSIR-Indian Institute of Technology Research
मजफ्फरनगर, लखनऊ-226001

Prof. Satendra Kumar
Director-IEC & TBI
KIET Group of Institutions
Ghaziabad

SATENDRA KUMAR
General Manager
Technology Business Incubator
Krupa Institute of Engineering & Technology
Ghaziabad-201206



उत्तर प्रदेश UTTAR PRADESH

DZ 894105

MEMORANDUM OF UNDERSTANDING

Between

KIET Group of Institutions, Ghaziabad, U.P.

And

Perfect Generators, Technologies Pvt. Ltd. Ghaziabad, U.P.

This Memorandum of Understanding is entered into this 17th day of December 2018 by and between KIET Group of Institutions, Delhi Meerut Road, Muradnagar Ghaziabad, U.P., an academic institute established in 1998, under Dr. A.P.J. Abdul Kalam Technical University, Lucknow, (U.P.) (hereinafter referred to as "the Institute").

And

Perfect Generators, Technologies Pvt. Ltd. Ghaziabad, U.P.

An ISO 9001, 14001 & 18001 Pvt. Ltd. Company incorporated under the Companies Act 1956, established in 1992, manufacturing and exporting Mahindra - Perfect Silent DG Sets, having its registered office at Ansal Chamber II, Bhikaji Cama Place, New Delhi. (hereinafter referred to as "the Industry").


11 Jan 19.





This MEMORANDUM establishes the scope for collaboration between KIET-Group of Institutions, Ghaziabad and Perfect Generators, Technologies Pvt. Ltd. Ghaziabad in the areas of:

KIET Ghaziabad hereby agrees to provide:

- a. Modern and well equipped testing labs to run live projects/experiments.
- b. Industry purpose Vertical Milling Machine to execute complex design products.
- c. High-end software for training in new technologies process management.
- d. Executive development programs to train the first and middle management levels, on topics related to finance, human resources, organizational behaviour, business communication and life skills.
- e. Facility for logistic, human resource and infrastructure to hold campus recruitment drives.
- f. Consultancy through its qualified and experienced faculty to run and execute technical projects.

Areas of cooperation by the organization, Perfect Generators, Technologies Pvt. Ltd. Ghaziabad, U.P.:

- a) Industrial visit(s) for the final and or pre-final year students of KIET to the manufacturing and or research and development centre for a duration of 2 to 3 hours so that the students can get a feel of industrial work situations.
- b) Live projects and or hands on training to students of KIET in the form of dealing with and or handling technical issues.
- c) Summer training to 2 to 5 students of KIET after the completion of their pre-final year for a period of 4 to 6 weeks
- d) Guest lecture(s) from technical and or HR heads.
- e) Participation of the faculty and or students of KIET in new product and or service development
- f) The Institute and the Industry shall explore the possibilities of mutual support in their learning, hiring and research requirements based on mutual convenience.

To accomplish these objectives the partners will meet at least two times a year with mutual consent at a suitable designed place for the purpose of programme monitoring and evaluation outcomes and future planning. Both the organizations will nominate one nodal officer to coordinate the activities.

This MOU is at with and non exclusive and may be modified with the mutual consent of the authorized signatories of KIET-Ghaziabad and the Institute and the Industry shall explore the possibilities of mutual support in their learning, hiring and research requirements based on mutual convenience. Once signed by authorized officials of both groups, this MOU will begin on (17/12/2018) and remain in effect until (16/12/2019)


11 Jan 19






Authorized signatory of KIET (party 1)

..... (With stamp)

Name: Dr. (Col.) A. Garg

Designation: Director

Date: 11 Jan 2019

Witness: 1.  A. Khan (HoD ME)

Witness: 2. Ajay Singh Verma (Head IIC)

Authorized signatory of Perfect Generators Pvt. Ltd. (party 2)

..... (With stamp)

Name:

Designation:

Date:

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BP 590901



MEMORANDUM OF UNDERSTANDING

BETWEEN

KIET GROUP OF INSTITUTIONS, GHAZIABAD

(13th KM Stone, Ghaziabad-Meerut Road, Ghaziabad)

AND

ADVANCED LEVEL TELECOM TRAINING CENTRE (ALTTC)

(RAJ NAGAR , Ghaziabad, Uttar Pradesh 201001)



KIET Group of Institutions, Ghaziabad

KIET Group of Institutions, Ghaziabad (KIET), Located in *National Capital Region* at Ghaziabad, Uttar Pradesh, INDIA has been continuously providing quality education in the field of Engineering and technology in India since 20 years and more. In its quest for excellence, KIET Group of Institutions, Ghaziabad has taken a number of important initiatives, resulting which, presently we are NAAC 'A' Graded (for 5 Years), NBA Accredited and ISO 9001-2000 Engineering College. We have also been awarded "UPTU Excellence Award" by our parent

MoU Between KIET & ALTTC Rajnagar Gzb

Page 1

University, Dr. APJ Abdul Kalam Technical University (Dr. APJAKTU) for quality education and world class infrastructure and other facilities. The Institute has excellent laboratory facilities and is well equipped to undertake live project and in service career development work of working professionals. Dr. APJAKTU has declared CS, EN and pharmacy departments as "Approved Research Center."

Advanced Level Telecom Training Centre (ALTTC), Ghaziabad

Advanced Level Telecom Training Centre (ALTTC), Ghaziabad is the apex training institute of BSNL. ALTTC was set up as a joint venture of International Telecommunication Union, Geneva, UNDP and the Government of India in 1975. ALTTC functions on the frontiers of telecom technology, finance and management and imparts training to the leaders in the business. The strength of ALTTC lies in the state of art labs, massive infrastructure and trained, talented and qualified human resource pool.

The Centre's Mission statement is "**To Deliver Excellence Through Training**".

The training areas cover vast spectrum of topics such as Digital Switching and IN; Mobile Communication: GSM, 3G, CDMA; Data communication and Information Technology: MPLS, VPN, Broadband, IPv6, Database Administration, Server Administration, IT Security; Optical Networks: SDH, DWDM, NGSDH, NGN, Access Networks, Management, Telecom Finance, Building Science (Civil and Electrical) and Telecom Network Planning.

This Memorandum establishes the scope for collaboration between KIET Group of Institutions, Ghaziabad and Advanced Level Telecom Training Centre (ALTTC), Ghaziabad in the following areas: -

KIET Group of Institutions, Ghaziabad, hereby agrees to provide: -

1. Modern and well equipped testing Labs to run Live projects/experiments in Engineering.
2. High-end software(s) for designing and provide training in new technologies and project management.
3. Executive development programs to train the first and middle management levels, on topics related to finance, human resources, organizational behavior, business communication and life skills and Quality Management Systems etc. as per industry requirement.
4. Facility for logistic, human resource and infrastructure to hold Seminar/workshops and campus recruitment drives.
5. Consultancy through its qualified and experienced faculty to run and execute technical projects.

Advanced Level Telecom Training Centre (ALTTC), Ghaziabad agrees to provide: -

1. Share of the expertise and resources with the KIET Group of Institutions for development of new technology of Advance Telecommunication Systems including Training and Development.


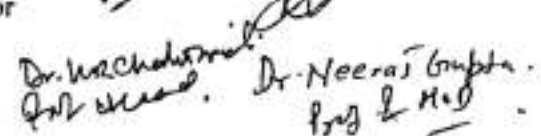

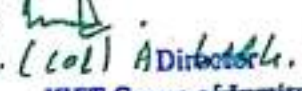
2. Prepare and carry out joint research projects to improve the Telecommunication Industry.
3. Whenever Advanced Level Telecom Training Centre (ALTTC), Ghaziabad required consultancy and expertise to develop new technology or any other technical support, they will prefer KIET Group of Institutions.
4. The Advanced Level Telecom Training Centre (ALTTC), Ghaziabad will arrange Industrial Visits for Faculty and Students according to the need and demand followed by Guest talks.

To accomplish these objectives, the partners will meet at least once in a month for the purpose of program monitoring and evaluation outcomes and future planning. Both the organizations will nominate **one nodal officer** to coordinate the activities.


This MOU is at will and non-exclusive, and may be modified with the mutual consent of the authorized signatories of KIET Group of Institutions, Ghaziabad, and Advanced Level Telecom Training Centre (ALTTC), Ghaziabad. The projects and consultancy with pre-declared objectives with the specific terms and conditions will be mentioned in the separate task orders once signed by authorized officials of both groups, this MOU will begin on 03rd May 2018 and remain in effect until 2nd May 2019.

Except as expressly contained herein, neither party shall have any liability or obligation whatsoever under this MoU.

Authorized Signatories of KIET Group of Institutions, Ghaziabad (Party I)

<p>Professor </p> <p>Date:  Dr. Neeraj Gupta Prof & H.O.</p>	<p>Director </p> <p>Date:  Dr. (Col) A. Director KIET Group of Institutions</p>
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Authorized Signatories of Advanced Level Telecom Training Centre (ALTTC), Ghaziabad (Party II)

 (with Stamp)

Name: **GOBIND KHATTAR**
 Designation: **GENERAL MANAGER (EB)**

Date:

सह.प्रबंधक (ई.बी.)
 General Manager (E.B.)
 ए.ए.ए.ए. (वि.प्र.)



उत्तर प्रदेश UTTAR PRADESH

DZ 894104

MEMORANDUM OF UNDERSTANDING

Between
KIET Group of Institutions
And
Gauri Components Pvt. Ltd.

This MEMORANDUM establishes the scope for collaboration between KIET-Group of Institutions, Ghaziabad and Gauri Components Pvt. Ltd., Meerut in the areas of:

KIET Ghaziabad hereby agrees to provide:

- a) Modern and well equipped testing labs to run live projects/experiments
- b) High-end software for training in new technologies process management.
- c) Executive development programs to train the first and middle management levels, on topics related to finance, human resources, organizational behaviour, business communication and life skills.
- d) Facility for logistic, human resource and infrastructure to hold campus recruitment drives.
- e) Consultancy through its qualified and experienced faculty to run and execute technical projects.


19 Aug 18

16/8/18
2018/18

For Gauri Components P. Ltd.

Director

The organization, Gauri components Pvt. Ltd. agrees to provide:

- a) Industrial visit(s) for the final and or pre-final year students of KIET to the manufacturing and or research and development centre for a duration of 2 to 3 hours so that the students can get a feel of industrial work situations.
- b) Live projects and or hands on training to students of KIET in the form of dealing with and or handling technical issues.
- c) Summer training to 2 to 5 students of KIET after the completion of their pre-final year for a period of 4 to 6 weeks
- d) Guest lecture(s) from technical and or HR heads.
- e) Participation of the faculty and or students of KIET in new product and or service development

To accomplish these objectives the partners will meet at least two times a year with mutual consent at a suitable designed place for the purpose of programme monitoring and evaluation outcomes and future planning. Both the organizations will nominate one nodal officer to coordinate the activities.

This MOU is at with and non exclusive and may be modified with the mutual consent of the authorized signatories of KIET-Ghaziabad and Gauri Components Pvt. LTD. Once signed by authorized officials of both groups, this MOU will begin on (29/08/2018) and remain in effect until (28/08/2019)

Authorized signatory of KIET (party 1)

..... (With stamp)

Name: Dr. (CA.) A. Garg

Designation: Director

Date: 24 Aug 2018

Director
KIET Group of Institutions
Ghaziabad

Witness: 1 Dr. K.L.A. Khan (HoD ME)

Khan
29/8/2018

Witness: 2 Dr. Ashish Karnwal (Head IIC)

Ashish Karnwal

Authorized signatory of Gauri Components Pvt. Ltd. (party 2)

..... (With stamp)

Name: S.K. VERMA

Designation: For Gauri Components P. Ltd.

Date: 29/08/2018

Director



Memorandum of Understanding (MOU-1) General Partnership

Between the undersigned institutions:

KIET Group of Institutions
13 KM Stone, Ghaziabad-Meerut Road
Ghaziabad (Pin - 201206)
India
Hereunder referred to as **KIET**
represented by Dr. [Col] Amik Garg Director -

and

Network "n+i" – engineering institutes
Non Profit Association registered under SIRET n°452 644 255 00021
hereunder referred to as **Network "n+i"**
79 avenue Denfert-Rochereau – 75014 Paris
France
represented by Dr. Georges SANTINI, Executive Director

1. Preamble

Network "n+i" is a France based not-for-profit association which links together French higher education institutions in all areas of engineering. Network "n+i" represents more than 30 000 student engineers and 250 research laboratories spread over 40 cities and 13 regions of France. It is also currently the largest engineering network in France that strives to help science and engineering students and young engineers from foreign institutions wishing to pursue their Masters or PhD education in France.

KIET is a private engineering institute affiliated to Dr. A.P.J. Abdul Kalam Technical University, situated in the Ghaziabad in the National Capital Region of India 30 km from Delhi. The Institute is ISO certified and NBA accredited. It consists of 10 academic departments with a focus on education in engineering, sciences, pharmacy and management. The institute has ties with industry, and offers on-campus placements where students get placed with different companies.

KIET and **Network "n+i"** recognize:

- their mutual interest in training engineers and managers with an international vocation,
- the importance of the role of higher education institutions in the promotion of relations and their contribution to social development.

The term "partner institutions" used in this MOU refers to **KIET** and **Network "n+i"**.

Network "n+i" shall serve as the exclusive coordinator on behalf of its members.

2. Fields of cooperation

Cooperation between the 2 institutions may be established within any field related to science, engineering, technology and management.

Cooperation will concern the promotion of training programs and the exchange of students and faculty.

The 2 institutions agree to promote, to their students, the possibilities of studies and training in their partner institutions.

Cooperation in the areas of research, learning programs, short exchanges, invitation of academics, etc. could be discussed and will be subject of specific and separate agreements.

3. General principles

This MOU is intended to determine the areas of cooperation which might be explored and further developed by the partner institutions.

Cooperation between partner institutions can be developed under different schemes:

- KJET students can apply to Network "n+i" member institutions programs through the "n+i" portal.
- Network "n+i" member institutions students can apply to The University programs through the "n+i" portal.
- Network "n+i" member institutions can enter into bilateral discussions leading to specific agreement(s).

Whenever a specific agreement between any member institution of Network "n+i" and KJET which enters within the scope of the present MOU, is contemplated, these institutions will sign, together with Network "n+i", an Associate MOU (A-MOU). This A-MOU will specify, in particular:

- The program involved (refer to § 4.2 and 4.3).
- The engineering institution member of Network "n+i" concerned.
- Bilateral conditions of the cooperation (reciprocal tuitions fees, number of students per year, duration of the training...).

The signature of each A-MOU will be under the coordination of the Network "n+i".

4. Promotion of training programs

- 4.1 Each partner institution will get acquainted with the other party's training programs offer. Since each partner institution has stressed the importance of implementing active international mobility programs, both will make every effort to involve students in it. Therefore KJET commits to inform its students about Network "n+i" training programs offer and Network "n+i" commits to inform its member institutions about KJET training programs offer.
- 4.2 The training programs offered within the Network "n+i" concern Bachelor, Master or Doctorate students in sciences, engineering, technology and management. One or more of these programs will be offered to KJET students to allow them to achieve their study abroad project. The Network "n+i" programs are indicated here:

- An Undergraduate research internship program (two months).
- A Governance of engineering and technological programs (Six months).
- Pre Masters programs (one year).
- Masters programs (two or three years).
- Post Masters programs (one year).
- A discovery of culture and technology short term program "Rendez-Vous" (two - three weeks).

4.3 The training programs offered by KIET are:

- Undergraduate program in Technology (four years).
- Undergraduate program in Pharmaceutical sciences (four years).
- Postgraduate program in Technology Computer Applications (two years).
- Postgraduate program in Business Administration (two years).
- Advanced Diploma in Automotive Mechatronics in collaboration with Mercedes-Benz (one year).

4.4 The partner institutions agree to broadly publicize in particular, but with no limitation to, through their respective web sites and networks, their printed documentation and relevant events, the partnership subject to the present MOU.

4.5 The partner institutions agree to commonly and periodically review the promotion programs developed on both sides, their results and to identify and implement new action plans in order to improve their efficiency. Understanding that the efficiency of the programs is evaluated in particular, but not limited to, by the number of exchange students participating to the programs.

5. Student exchange process

(Once KIET attains an autonomous status or the current university of affiliation allows the student exchange process)

5.1 Each institution will select, among their students, highly motivated candidates for studies abroad (selection by KIET of candidates from India wishing to go to France and by French Engineering Institutes of French candidates for studies or training in KIET).

5.2 Students from both partner institutions will apply through the Network "n+i" website. Each partner of this MOU will have access to the application forms of students stored on the Network "n+i" database by using a confidential login and password given by Network "n+i".

5.3 In order to respect the French law regarding the rights of people who have personal information stored in a database, each partner, by signing this MOU certifies that:

- they will not and at any time transfer the confidential login and password to anybody even from the same University or Institute,
- they will not and at any time use this database for any other purpose different than the recruitment of students for engineering studies with Network "n+i".

5.4 Only students with validated application forms could be selected.

5.5 KIET and Network "n+i" institutions welcoming students for any period from few weeks up to several years commit to inform exchange students about the precise nature of the qualification they will obtain after the exchange period.

5.6 Students involved in an exchange program will receive a certificate or a degree and/or credits corresponding to the validated training program parts achieved abroad. If the work and the number of credits comply with the national regulations, the students could receive the degree from the foreign institution.

5.7 Students of either institution, who wish to undertake a Network "n+i" program, will be assisted by the host institution for administrative registration and daily requirements including, but not limited to, accommodation, transport, office, library and laboratory facilities...

5.8 The student exchange shall bear on theoretical and practical academic teaching as well as on professional training and internships.

6. Student exchange balance, financing

6.1 For each program selected from the list in § 4.2 and 4.3, specific mention of student exchange balance arrangements will be made in each A-MOU.

- 6.2 Partner institutions will commit to facilitate access to students participating in this exchange program to scholarships programs by interacting as much as possible with scholarships organizations they have contact with.
- 6.3 The partner institutions will offer logistic support for initiating the cooperation.

7. Special benefits associated with the Network "n+i" partnership:

In order to encourage organizations to consider a general partnership with Network "n+i" and to offer a range of advantages to those who have committed to enter into such a partnership, Network "n+i" grants the following benefits to the partner institution:

- 7.1 Administrative fees for applying students from KIET will be waived after a period of one year under the condition that during the first year a minimum of five applicants have seen their application validated by "n+i".
- 7.2 Possibility to enter, as partner, when applicable and relevant, in Network "n+i" Erasmus Plus programs.
- 7.3 Special support on scholarships for which Network "n+i" has preferred access to, with no guarantee to success.
- 7.4 KIET will have a courtesy invitation (air flight tickets on economy class, welcome in Paris, 7 days hotel) for one week in France and one KIET person for each group of 15 students having enrolled in a "n+i" program (all programs, all member institutions) over a period of 4 years.

8. Management of the MOU and administration

- 8.1 Negotiation, implementation and coordination of this MOU fall under the responsibility of:

Dr (Col) Amik Garg
Director
KIET Group of Institutions

Dr. Georges SANTINI
Executive Director
Network "n+i" – engineering institutes


- 8.2 Contact persons mentioned above can nominate an academic member staff within their institutions to coordinate the activities.
- 8.3 This MOU shall have a duration of 4 years, renewable under request unless party gives notice of termination not later than 6 months prior to expiration of the existing MOU.
- 8.4 This agreement will take effect upon ratification by KIET and Network "n+i".

Hereby KIET and Network "n+i" agree to launch the program "promotion and exchange of students" in establishing collaboration according to the terms and conditions set out in all the articles mentioned above.

for
KIET Group of Institutions

for
Network "n+i" - engineering institutes


Dr (Col) Amik Garg
Director
KIET Group of Institutions
Director
KIET Group of Institutions
Ghaziabad


Dr. Georges SANTINI
Executive Director
Network "n+i" - engineering institutes

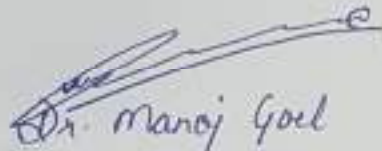
Place: Delhi - NCR, Ghaziabad

Place: NEW DELHI

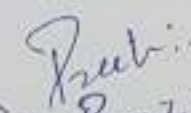
Date: 28 Jan 2019

Date: 19/2/2019

Witness I


Dr. Manoj Goel
(Director Admin)

Witness II


Dr. Preeti Chitkara
(Manager - IA
Coordinator CGC)



उत्तर प्रदेश UTTAR PRADESH

EN 767453

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is executed as on this 8th day of May, 2019 by and between

KIET Group of Institutions, Ghaziabad: an Indian institute situated at Ghaziabad – Meerut Road, Murad Nagar – Distt. Ghaziabad – 201206, (U. P.), INDIA, (hereinafter referred to as "KIET", which expression shall, unless it be repugnant to the subject or context herein, include its successors and assigns) of the FIRST PART

AND

sr4ipr Partners, a partnership firm, having its office at # 546, Park Avenue, Sector – 4, Vaishali, Distt. Ghaziabad – 201010 (NCR, New Delhi), INDIA (hereinafter referred to as "sr4ipr", which expression shall, unless it be repugnant to the subject or context herein, include its successors and assigns) of the SECOND PART

The party of the first part and second part shall in this document collectively referred to as "Parties" and individually referred to as "Party"

Whereas;

KIET is an Indian Institute established in 1998 and is governed by Krishna Charitable Society, a society registered under the Societies Registration Act 1960 and is engaged in providing education to its students in different kinds of disciplines inter-alia engineering, business management etc.

KIET provides facilities to its faculties and students to do research and develop new products / process and some of which constitute patentable inventions.

sr4jpr is an intellectual property law firm and provides consultancy in respect of the protection of intellectual property rights including patent, trade marks, industrial designs, copyrights and geographical indications to its clients.

Whereas parties have agreed to enter into this MOU to avail and provide IPR protection related services, respectively.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows.

1. That KIET shall file Intellectual Property Rights (IPRs) application(s) through sr4jpr in order to protect any and all kinds of the intellectual properties rights (IPRs). The time schedule for processing/filing the application shall be as follows:
 - i. Prior art search report within 10 days.
 - ii. Provisional filing of application within 10 days after getting approval from Director, KIET Group of Institutions, Ghaziabad.
 - iii. Filing copyright, IC design, product design etc. shall be filed within 10 days after getting the approval of Director, KIET Group of Institutions, Ghaziabad.
 - iv. Before prior art search, filing patent, applicant shall sign IDF (Inventor Disclosure Form) and NDA (Non-Disclosure Agreement) shall be signed (mandatory).
2. That sr4jpr will provide its services to KIET for the registrations of the different kinds of IPRs and charge the professional fee as per the fee schedules annexed herewith.
3. That KIET will pay professional fee as mentioned in annexure as follows:
 - i. Prior art search fee after giving the report.

- ii. Preparation & filing provisional 50% professional fee and 100% Government fee.
 - iii. Complete filing (of 50% professional fee and Government fee 100% as prescribed).
4. That KIET will pay billed amount after deducting the advance payment within a period of six weeks from the date of receipt of the bill and debit note of sr4pr.
 5. That KIET will pay to sr4pr any and all kinds of Governments fee in addition to the professional fee.
 6. That sr4pr will use the confidential information, provided by KIET and I or IP creator, for its protection under the provisions of the relevant statute and will not disclose any and/or all kinds of such confidential information to any other party.
 7. That sr4pr will not be held liable for the disclosure of the confidential information if such information were / are already available in the public domain before the disclosure of such information to sr4pr by KIET.
 8. That sr4pr will provide IPR training(s) and awareness programmes as and when required by the KIET and KIET will inform sr4pr well in advance about such programmes. The charges for organizing training fee shall be decided on mutually agreed terms & condition.
 9. That KIET will pay an honorarium of Rs. 2000/- per lecture per subject, for example patent, design, copyright, trade mark, and GI, to the representative of sr4pr for providing such trainings.
 10. That the representative of sr4pr will visit the institute as and when required by the institute in order to discuss any issue in respect of the registration of any kind of IPRs and KIET will pay Rs. 2000/- per hour as the consultation fee.
 11. That sr4pr will update KIET about the latest developments in respect of the IPRs as and when needed by the representative(s) of IPEC.
 12. That this MOU will remain valid for THREE years and will be renewed by mutual consent of the parties to this MOU.
 13. That the MOU shall be construed and interpreted by the laws of India.
 14. That all kinds of disputes arising out of or in relation to this MOU will be settled by the parties to this MOU by mutual discussions / consultations and in case of a failure an arbitrator may be appointed by mutual consent.



of the parties in order to settle such disputes in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this MOU as of the date first above written.

For KIET / First Party


10/01/15

For sr4ipr / Second Party



Witness:

1. Joint Director, KIET
2. Dean-IEC & GM, TB-KIET


10/01/15



Protect Your Intellectual Properties

sr4ipr Partners

Patent & Trade Mark Attorneys
B 546, Park Avenue, Sector - 4, VAISHALI,
Distt. Ghaziabad - 201010, (NCR New Delhi),
Phone - 9717333112,
Email - prakash@sr4ipr.in
www.sr4ipr.in

Confidential and Privileged January, 2019 to March, 2020

SCHEDULE OF FEES PATENT - FILING & PROSECUTION IN INDIA

Description	Professional Fee (INR)	Govt. Fee (INR)	Professional Fee (INR)	Govt. Fee (INR)
	Individual		College	
Search & Opinion				
Conducting Patentability / Novelty Search	4,000	NIL	4,000	NIL
Filing				
Preparation and filing Patent Application with Provisional Specification	5,500	1,500	6,000	8,000
Preparation and filing Patent Application with Complete after Provisional Specification <i>Note: It is mandatory to file Complete after Provisional Specification within 1 Year</i>	12,500	NIL	18,000	NIL
Preparation and filing Patent Application with Complete Specification	18,000	1,500	24,000	8,000
Request For Examination (Mandatory)	1,800	4,000	3,000	20,000
Prosecution				
Receiving office action, studying of objections and cited prior art documents and preparing and filing response at the Patent Office.	8,000	NIL	10,000	NIL
Attending hearing and preparing and filing written statement at the Patent Office, if needed .	7,000	NIL	9,000	NIL
Receiving and forwarding Patent registration certificate	500	NIL	1,000	NIL
Miscellaneous				
Any work apart from this. (Like Renewal Cancellation and drafting assignment/agreements, etc.)	Will depend on the nature of work	Will depend on the nature of work	Will depend on the nature of work	Will depend on the nature of work

DESIGN / INDUSTRIAL DESIGN- FILING & PROSECUTION IN INDIA

Description	Professional Fee (INR)	Govt. Fee (INR)	Professional Fee (INR)	Govt. Fee (INR)
	Individual		College	

(Handwritten signatures and initials)



Memorandum of Understanding

Centre of Excellence on VLSI and Embedded System

Professional Training on Semiconductor Technologies

This Memorandum of Understanding is signed on the 11th day of February, 2019 between the following institutions:

- a. Aujus Technology Private Limited referred as ATPL, C 56/28 4th Floor Sector 62, Noida, UP, 201301, India (referred to as AUTPL henceforth).
- b. KIET GROUP OF INSTITUTIONS, Meerut Highway, Ghaziabad, (U.P.) India 201206, (referred to as KIET henceforth).

This MoU is proposed to run an Industry oriented Professional Training on Semiconductor Technologies include (include ASIC, FPGA, Embedded, PCB and ASIC Verification referred to as ST henceforth) for ECE students of KIET by Pine Training Academy – a training division of Aujus Technology (ATPL). Through this Memorandum of Understanding, the two parties agree to the following.

General Terms:-

- 1. PinE Training Academy (Training division of Aujus technology Pvt Limited) will run a course on ST in accordance with the course content given in ANNEXURE A during weekend/weekdays or in public holidays.
- 2. KIET will provide the necessary infrastructure, logistics support, lab requirement and for successful execution of the course.
- 3. The course will be run for up to min 30 and max 40 students per batch.
- 4. Selection of students for 4th year batches on ST will be done through an examination and interview conducted by Aujus technology Pvt Limited.
- 5. Trained Engineers/Students of KIET can prove to be helpful to ATPL in its future endeavour.

Commitments from ATPL side:-

- 1. One trainer from ATPL will make one visit every weekends/weekdays in all different ST to KIET during the tenure of the course.
- 2. During each visit trainer from ATPL must be allowed to teach for 2-3 hours in morning or afternoon session (with adequate breaks in between – at least one 15 minutes break).
- 3. After completion of Course, ATPL will give all possible assistance to bring core companies for placement of trained candidates in college or at companies end for ECE 4th year students.
- 4. AUTPL committed to bring 5 core companies in college.

Commitment from KIET side:-

- 1. Support cum assistance required from college placement department during placement process.
- 2. ATPL to meet the lab requirements as per AKTU University Programmes and class room for the course.

Authorized Signatories:

Aujus Technology Private Limited:

Vaibhav Mishra

Authorized Signatory:

[Signature]
KIET, Ghaziabad
Director
KIET Group of Institutions
Ghaziabad

[Signature]
(1400, ECE)
Engrg.
KIET Group of Institutions
Ghaziabad

MEMORANDUM OF UNDERSTANDING**BETWEEN CENTUM FOUNDATION AND KIET Group of Institutions**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CENTUM FOUNDATION**, 127 Neelagagan, Mandi Road, Sultanpur, Mehrauli New Delhi -110030 and **KIET Group of Institutions**, Meerut Road (NH-58), Murad Nagar, Ghaziabad, Uttar Pradesh 201206.

1. **Purpose:** The purpose of this MOU is to establish the terms and conditions under which the program will meet and function. This includes the deliverables from CENTUM and the KIET Group of Institutions.
2. **Term of MOU:** This MOU is effective from today (1st June 2018) till 31st of March 2019.

3. Responsibilities of CENTUM:

As per the understanding between CENTUM and KIET Group of Institutions, the following are the deliverables from CENTUM :

- CENTUM has agreed to train the proposed set of candidates for a period of 42 days (240 Hrs.) as per the schedule shared with the College.
- CENTUM is responsible to provide the training for the candidates on the requisite topics for the duration which is committed by deploying trainers at its expense.
- CENTUM is responsible for helping the assessment agency in doing baseline, midline and endline assessment
- CENTUM would shortlist the students after the end-line assessment on the basis of knowledge, performance & attendance. Only students who fulfill the required criteria will be allowed to sit through final assessment.
- CENTUM is responsible to schedule the final assessments at the end of the program in collaboration with the third party assessment agency and NASSCOM Foundation
- CENTUM would work along with the placement team of the college as well as NASSCOM Foundation to provide job opportunities to the beneficiaries of this program.



Shreeraj

Asim




4. Responsibilities of KIET Group of Institutions

As mutually agreed, the following are the deliverables from KIET Group of Institutions:

- College has agreed to provide all pre-requisite infrastructure support for the program such as classroom, Projector, Lab with internet connection.
- College will designate a SPOC from their side who would take care of all needs during the program.
- College has agreed to arrange the boarding and lodging of the trainers during the course of the program.
- College has agreed to share the details of the candidates in written who have been placed through campus recruitment under Arise Program. This would be done by sharing copy of Appointment letters.
- College has agreed for at least 20% buffered days to provide extra training if required for the program.
- College has agreed to provide placement opportunities for the candidates through the upcoming placement program or job fair which would be conducted by NASSCOM or CENTUM.
- College has agreed to adhere to the session plan submitted at the beginning of program.
- College has agreed to put strict guidelines in place for the students so that there is minimal dropout and absenteeism.

CENTUM FOUNDATION

Name: Akhilesh Kumar Soni

Signature: 

Date: 1st Jun'18

KIET Group of Institutions

Name: Dr. (Col) A Garg, Director

Signature: 

Date: 1st Jun'18



Witness

Name: Dr. Vineet Sharma

Signature: 

Date: 01-06-2018

SPOC: 



प्रदेश UTTAR PRADESH

OZ 414293


**Memorandum of Understanding:
DIPLOMA IN AUTOMOTIVE MECHATRONICS (DAM) COURSE**


The Memorandum of understanding (hereinafter referred to as MoU) is made at KIET Group of Institutions, Ghaziabad, 13 km stone, Ghaziabad - Meerut Road, Meerutnagar, Ghaziabad - 201206 on this 22nd day of March 2018, hereinafter referred to as the commencement date, between KIET Group of Institution (here-in-after referred to as the Institute); **THE PARTY OF THE FIRST PART**

AND

Mercedes-Benz India Private Limited, a Company Registered under the Companies Act, 1956 and having its registered office at E-1, MIDC, Chakan, Phase III, Chakan Industrial Area, Karadi & Nigheje, Taluka: Khad, Pune- 410501, India; **THE PARTY OF THE SECOND PART**;

MB INDIA and the Institute, hereafter collectively called the "Parties" and individually as the "Party"


[Signature]
(KIET GROUP OF INSTITUTIONS)


[Signature]
(MB INDIA)

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is executed on this 15th day of March 2019 at Delhi.

KIET Group of Institutions, (A Technical Institute approved by AICTE & affiliated to Dr. A.P.J. Abdul Kalam Technical University, Lucknow), accredited by NAAC with grade 'A' (hereinafter referred to as "KIET"), through its Director, of the One Part.

AND

Shriram Institute for Industrial Research (a unit of Shriram Scientific and Industrial Research Foundation, a society registered under the Society Registration Act) with its office at 19, University Road, Delhi-110007 (hereinafter referred to as "SRI"), through its Director, of the Other Part.

Whereas, sharing a common desire to explore, extend and strengthen their functional relationship, KIET and SRI do hereby agree to explore the feasibility of collaborating in research & development, skill enhancement and talent management. Accordingly the broad features of this Memorandum of Understanding which are as follows:-

1. Experts/ Scientist staff working at SRI may visit KIET to utilise the facilities and expertise available in the other's institution.
2. Teachers/ Students/ Researchers working at KIET may visit SRI to utilise the facilities and expertise available in the other's institution.
3. KIET may provide training to employees of SRI by their faculty in their areas of specialization at the request from SRI for the aforesaid purpose.
4. SRI may provide training to the students of KIET in different laboratories of SRI.
5. SRI will make its facilities and faculty available for the development of skill in advanced areas of industrial and bio-safety research in different sectors.
6. KIET and SRI may organize workshop/ seminars jointly for mutual benefits.
7. KIET and SRI will independently cover the cost of research and other expenditure incurred in connection with the research collaboration as per mutually agreed terms.
8. KIET and SRI jointly encourage and promote innovative ideas in incubation programme.
9. This MOU shall come into force immediately upon signature by authorised representatives of KIET and SRI. The MoU shall remain in force for a period of 1 (one) year initially and subsequently can be renewed by mutual consent of the Parties in writing.




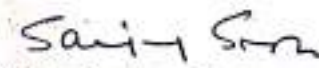
10. This MoU may be terminated by either Party by giving notice of 30 (thirty) days in writing without assigning any reasons.
11. During the tenure of this MoU and 5 (five) years thereafter the Parties undertake on their behalf and on behalf of their employees/ representatives/ associates/successors to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/ generated during the tenure of this MoU for any purposes other than in accordance with this MoU.
12. In the event of any disputes arising out of this MoU or in its enforcement the concerned parties to this MoU will resolve the same amicably. However, in case the dispute remains unresolved it shall be referred to an arbitrator to be appointed by mutual consent of both the parties subject to Delhi Jurisdiction. The decisions of the arbitrator shall be final and binding upon the Party concerned.

IN WITNESS WHEREOF, the Director, KIET Group of Institution and the Director, SRI have hereby signed this MoU on the date written above.



WITNESSES:

1. 
Paganmatw Sahoo.


1. Mr. Sanjay Singh, HR



उत्तर प्रदेश UTTAR PRADESH

EZ 167588

SALE AGREEMENT

THIS SALE AGREEMENT is made effective as of the <<Effective Date>> by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as '**TCS**' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a '**Customer**' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as '**Parties**' and individually as a '**Party**'.

The parties agree as follows:

1. **Sale of Business English Certificate Course (BEC):** Pursuant to the terms and conditions of this Agreement, TCS agrees to provide to the Customer BEC courses, and the Customer shall pay for the BEC courses at such prices as agreed by the Parties in this Agreement.

- 1.1. Description of BEC Courses: The Customer is purchasing Business English Certificates from TCS as described in detail in Annexure A.

About Cambridge Assessment English

Cambridge Assessment English is part of the University of Cambridge, and produces the most valuable range of qualifications for students as well as teachers of English, worldwide. Cambridge English is the world's leading authority on English language testing for all students of English and qualifications for English language teachers. Cambridge English tests are globally recognized as high quality assessments which have a positive impact on the learning

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AC 457933

of English. Cambridge English has entered into a strategic partnership with TCS in India to promote the use of standardized international assessments as benchmark levels to improve the learning and teaching of English

About Cambridge English: Business Certificates (BEC)

A suite of three English language qualification certifications for international business – the BEC qualifications are in-depth exams, each focusing on a level of the Common European Framework of Reference (CEFR), enabling students to develop and build speaking, writing, reading and listening skills.

- BEC B1 Business Preliminary
- BEC B2 Business Vantage
- BEC C1 Business Higher

Permitted Use of BEC Courses: Customer's use of BEC Courses shall always be subject to the End User Licensing Agreement between Cambridge and the Customer directly.

2. **Compensation** In consideration of the BEC Courses hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in Annexure B. All amounts payable to TCS are exclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. TCS shall submit invoices to Customer in accordance with the payment schedule in Annexure B. TCS shall invoice and Customer shall make payment, in advance, in accordance with the billing period specified in Annexure B. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

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3. **Representations:** TCS hereby represents and warrants to the Customer that TCS has full right, power, and authority to sell the BEC courses
- 3.1 **Authority to Sign:** Each party promises to the other party that it has the authority to enter into this Agreement and to perform all of its obligations under this Agreement.
4. **Limitation of Liability:** Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to TCS by the Customer for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from the willful misconduct. TCS shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations.
5. **Term And Termination:**
- 5.1 **Term:** The term of this Agreement shall commence on the Effective Date and continue for Contract Term of One(1) year, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.
- 5.2 **Termination for Material Breach.** Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.
6. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties
7. **Force Majeure:** TCS and the Customer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

TCS Confidential



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KIET Group of Institutions ("Customer") By: _____ Name: <u>Dr. (Col) A Garg</u> Director KIET Group of Institutions Ghaziabad Title: <u>Director - KIET Group of Institutions</u> Date: <u>10 Jul 2019</u>	Tata Consultancy Services Ltd. ("TCS") By: _____ Name: <u>VenguswamyRamaswamy</u> Title: <u>Global Head- TCS ION</u> Date: <u>31/07/2019</u>
--	---

Annexure A
BEC Courses

The parties agree to the following:

1. The main aims of the Institute are:

- To improve the quality of teaching and learning of Business English.
- To introduce a standardized international testing system for Business English linked to the CEFR international benchmarks;
- To offer opportunity for students to gain achievement in Business English which is internationally recognized;
- To give teachers an opportunity for professional development;
- To motivate the students to have better proficiency in Business English;
- To organize joint conference / workshop / seminar / short term training programs related to English Language Teaching

2. The Institute will:

- Adopt the following Cambridge English examinations for the students:
 - Business English Certificate Preliminary (BEC P)
 - Business English Certificate Vantage (BEC V)
 - Business English Certificate Higher (BEC H)
- Ensure Cambridge English examinations are taken by students during the year.

3 Exam Pattern

- Part A – Reading (Computer Based Test)
- Part B – Writing (Computer Based Test)
- Part C – Listening (Computer Based Test)
- Part D – Speaking (Face-to-Face Speaking Test)



Annexure B
Fees for Services

Pricing for Cambridge English: Business qualifications Certifications
Computer Based Test

S.N	Description	MRP inclusive taxes (INR)	Price (INR) taxes to Institute inclusive
1	BEC - Preliminary (Computer Based Test)	3299	2804
2	BEC - Vantage (Computer Based Test)	3999	3150

For the latest prices and exam dates, please visit our website - <https://learning.tcsionhub.in/test/cambridge-english/bec>

2) Billing Terms:

- TCS will invoice the Institute and the Institute shall make the payment at the time of purchasing the packs.
- The Institute shall make the payment through DD drawn in favor of Tata Consultancy Services Ltd. at the time of purchasing the packs
- There will be no refund once the packs bought by institute.

3) Taxes and Duties:

- Goods and Services Tax at the prevailing rate of 18% is included in the pricing.
- All the taxes as applicable shall be borne by the Institute.

The Institute shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities.

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KIET GROUP OF INSTITUTIONS

(A Technical Campus approved by AICTE)
Affiliated to Uttar Pradesh Technical University, Lucknow



An ISO-9001 : 2008 Certified Institute

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERTAKING has been executed between

1. Engineering Design And Research Private Limited having office at INDIRAPURAM, GHAZIABAD herein after called EDRPL
- AND
2. Civil Engineering Department, KIET School of Engineering and Technology, KIET Group of Institutions having campus at Delhi – Meerut Highway, Muradnagar herein after called KIET.

Whereas, EDRPL is providing services to their clients in the field of structural design and detailing of steel and concrete structures, engineering design management services, design services for retrofitting of structures, technical audits, inspection and quality checking as independent engineers and proof checking of structural design etc.

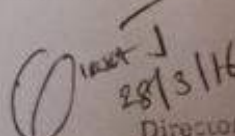
Whereas KIET is providing world class education in the field of engineering and management;

Whereas both the parties have agreed to establish a joint consultancy cell in civil engineering department in name of Industrial Research and Consultancy Development Center (IRCDC) at KIET campus to strengthen the academic - industrial relationship & to help each other in the mutual interest for developing business and expose students and faculty to the research & live practical applications and experience the field of engineering and technology.

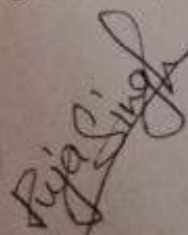
Whereas both the parties have decided to reduce in writing the understandings as under:

KIET hereby agrees to:

- a) Develop the office setup to run the consultancy cell, IRCDC.
- b) Establish/ improve the lab for various testing facility to be used for industrial testing assignment as per client requirement, if needed.
- c) Provide faculty and others to work on consultancy projects including students/direct staff for consultancy cell as per EDRPL requirement.


28/3/16
Director
KIET Group of Institutions
Ghaziabad





* KIET School of Engg & Technology * KIET School of Management * KIET School of Computer Application

KIET School of Pharmacy

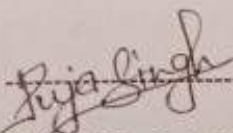
The organization, EDRPL agrees to:

- a) Provide guidance and training support to establish consultancy cell in KIET for providing industrial research and consultancy.
- b) Outsource the work to consultancy cell of KIET for necessary laboratory testing, modeling structure for analysis & design and for report analysis etc., & will jointly develop and establish testing laboratory etc. with mutual consent.
- c) The EDRPL will be responsible for awarding the adequate work on cost plus basis as agreed to IRCDC to maintain the positive cash flow for smooth functioning of IRCDC.
- d) Both organizations will proactively work to take all necessary certifications from various statutory bodies and certifying body.

To accomplish the stated objectives, the partners will meet at least twice in a year with mutual consent at a suitable designated place, for the purpose of program monitoring and to evaluate outcomes and further planning. Both the organization will nominate one nodal personnel to coordinate the activities.

This MOU is at-will and non-exclusive and may be modified with mutual consent of the authorized signatories of KIET and EDRPL. Once signed by authorized personnel of both the groups, this MOU will remain in-force for five year or till the sweet-will of both the parties with written consent.

Authorized signatory of Engineering Design And Research Private Limited (party -1)

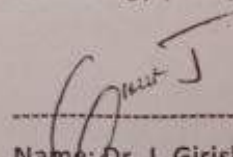
----- (with stamp)

Name: Ms. Puja Singh

Designation: Director, EDRPL Ghaziabad

Date: 28/3/16

Authorized signatory of Civil Engineering Department, KIET School of Engineering and Technology (Party -2)

----- (with stamp)

Name: Dr. J. Girish

Designation: Director, KIET Group of Institutions, Ghaziabad

Date: 28/5/16

Director
KIET Group of Institutions
Ghaziabad

भारतीय गैर न्यायिक

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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH
MEMORANDUM OF UNDERSTANDING

CC 429891

BETWEEN

KIET GROUP OF INSTITUTION, GHAZIABAD, DELHI-NCR

AND

IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE), NOIDA

This Agreement made and (hereinafter referred to as MoU) is entered into from this "Date 25/8/2020 for a period of 12 Months

Party 1 - KIET GROUP OF INSTITUTION, GHAZIABAD, DELHI-NCR, UTTAR PRADESH 201206

AND

Party 2 - IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE) E-210, SECOND FLOOR, SECTOR 63, NOIDA, UTTAR PRADESH, 201301.

1. OBJECTIVES OF THE MOU:


This document outlines an Academic Partnership between IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE) and KIET GROUP OF INSTITUTION, GHAZIABAD. Working together for ONLINE TRAINING PROGRAM RELATED TO RENEWABLE ENERGY TECHNOLOGIES. The primary aim of this partnership is to training high-quality engineering graduates in Renewable Energy fields.

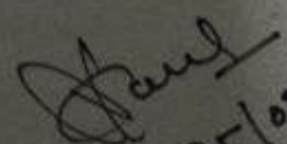
The parties to this MOU hereafter mutually agree to the following conditions:-

2. PROPOSED MODES OF COLLABORATION:

2.1) KIET GROUP OF INSTITUTION, GHAZIABAD and IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE) agree that this agreement is being signed by both the parties without any pressure, influence, or any type of compulsion.

A) Party 1 will prepare the course content of the Entire Syllabus and will be finalized on mutual understanding.


Director
KIET Group of Institutions
Ghaziabad
25 Aug 2020


25/08/2020

- B) Party 1 will give expertise to the course and will assign the faculties to prepare the Video Lectures.
C) Party 1 will be promoting the course in their college.
D) Party 2 will provide their platform to publish the course online.
E) Party 2 will be taking care of Promotional/Branding activities.
F) Party 2 will be doing the entire editing work to give the perfect look to the module.
G) Party 2 will provide the globally valid certificates.
H) Party 2 will share the list of the registered students to the Party 1.
I) Course Content & Videos are the confidential content of both the party. It cannot be shared to third party without mutual consent.
J) This MOU will not be limited to only One Course, On Mutual Understanding we can go for multiple courses.
K) ISIEINDIA will be creating special account for KIET courses on website, where all the courses associated with KIET will be uploaded.

3. PERIOD OF VALIDITY

This agreement shall be initially valid for a period of **12 Months** from the date of signing of the MoU and to be renewed subsequently upon mutual consent of both the parties.

4. ARBITRATION

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual considerations and agreements by both the parties

5. PAYMENT POLICY

ISIEINDIA is working on two payment modules. Party 1 has to select any one of them:

1. ISIEINDIA will be paying INR 2000/-hr Session to the college/trainer.
2. ISIEINDIA will be giving 30% share after deducting applicable taxes i.e. GST, payment gateway fee, TDS. Etc.

6. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have initiated this Memorandum of Understanding to be executed, effective as on the day and year written above.

On behalf of: -

On behalf of:-

KIET GROUP OF INSTITUTION, GHAZIABAD

By: Director

25 Aug 2020

Name: Mr. (Col) A G A K h .

IMPERIAL SOCIETY OF INNOVATIVE
ENGINEERS

By: Founder & President

Name: Mr Vinod K Gupta

25/08/20



प्रदेश UTTAR PRADESH

BZ 894106

MEMORANDUM OF UNDERSTANDING

Between

KIET Group of Institutions, Ghaziabad, U.P.

And

North Street Cooling Tower Pvt. Ltd. Ghaziabad, U.P.

This Memorandum of Understanding is entered into this 27th day of October 2018 between KIET Group of Institutions, Delhi Meerut Road, Muradnagar Ghaziabad, U.P., an academic institute established in 1998, under Dr. A.P.J. Abdul Kalam Technical University, Lucknow, (U.P.) (hereinafter referred to as "The Institute").

And

North Street Cooling Tower Pvt. Ltd. Ghaziabad, U.P. A Pvt. Ltd. Company incorporated under the Companies Act 1956, established in 1989, specialises in custom designed cooling towers for commercial and industrial purpose, having its Manufacturing Plant at Delhi Meerut Road Ghaziabad. (hereinafter referred to as "the Industry").

[Signature]
27/10/18

[Signature]
27.10.18

COLLABORATION AGREEMENT
between
Cranfield University
and
K I E T Group of Institutions, Ghaziabad

COLLABORATION AGREEMENT

between

Cranfield University, a charitable body registered in England and Wales under registration number R0000151, incorporated under Royal Charter and having its main administrative offices at Cranfield University, Cranfield, Bedfordshire, MK43 0AL (the "Lead")

and

K I E T Group of Institutions Ghaziabad, Ghaziabad-Meerut Road (NH-58) Muradnagar-201206, District Ghaziabad ("KIET")

hereinafter referred to as the "Parties" and each of them being a "Party"

In this Agreement KIET shall be known as the "Collaborator"

BACKGROUND

- A. The Lead has been awarded a grant from The Royal Academy of Engineering (the "Funder") in respect of a project titled Curriculum Development Through sustainable Materials and Manufacturing for the Future (the "Project"), the terms of which are attached as Part 1 of the Schedule to this Agreement (the "Head Terms"). The Co-investigator is Dr. Kunwar Laxj Ahmad Khan at KIET.
- B. This Agreement sets out the terms and conditions under which the Parties will collaborate on the work to be conducted on the Project.

TERMS AND CONDITIONS

It is hereby agreed as follows.

1. The Award

The Funder has undertaken to provide funding for the Project and the Lead shall act as recipient of the funding for the Parties. The total sum of the Award amounts to £49,443 payable to the Lead in accordance with the terms of the Award referenced Schedule 2 (the "Head Terms") and which are attached here to as Schedule 2. The sole financial obligation of the Lead under this Agreement shall be to forward the payments allocated to the other Parties.

2. Amounts payable to the Collaborators

The amounts payable to the Collaborators by the Lead are made in accordance with the Head Terms and are subject to receipt of such sums from the Funder. The breakdown of each of the Parties' allocated amounts by budget category is attached hereto as Schedule 4. Virements between budget categories shall be as permitted by and in accordance with the Head Terms.

3. Payment Arrangements

Claims for actual expenditure should be sent bi-annually in arrears along with either a progress report or identification of the milestone(s) achieved in the last half a year to:

Head of Research Accounts Monitoring & Claims
College Road, Cranfield, Bedfordshire, MK43 0AL

for authorisation, quoting the appropriate reference. A final statement of expenditure will be required within one month of the Award end date showing all details required by the Head

Terms. Payments shall be made to the Collaborator(s) within thirty days of receipt of a valid invoice.

4. Administration of Funds

Each Collaborator (a) is responsible for ensuring that all expenditure it incurs on the Project is incurred validly and in accordance with the Head Terms and (b) will disclose the information necessary to enable the Lead to fulfil the associated requirements under the Head Terms. Any expenditure of a Collaborator in excess of the amount awarded to it as set out in Schedule 4 shall be the responsibility of that Collaborator. The Lead shall have no obligation to reimburse the Collaborator in respect of such expenditure. In the event that expenditure by a Collaborator is expected to exceed the amount awarded, such Collaborator shall advise the Project Leader (as defined in clause 6.3) in advance of said expenditure being incurred to review the cause and the possibility of negotiating an increased allocation of the Award.

5. Repayment of the Award

If the Funder requires the reimbursement by the Lead of any of the Award, then to the extent that such requirement arises from the acts or omissions of a Collaborator, such Collaborator agrees to reimburse the Lead together with any interest charged thereon by the Funder.

6. The Project

- 6.1. The Parties will each use their reasonable endeavours to collaborate on the Project as described in the final submitted proposal to the Funder in respect of the Award as set out in Schedule 1.
- 6.2. The Project shall commence on 01 April 2019 and shall continue for circa 24 months, unless extended with the approval of the Funder.
- 6.3. Cranfield University will be the Project Leader and shall have overall responsibility for management of the Award.
- 6.4. The Parties may establish a committee to advise on the strategic direction of the Project as a whole (the "Management Team"), the terms of reference of which are set out in Schedule 3. In their co-ordination of the Project, the Project Leader shall be guided by the Management Team.

7. Conditions of Award

Each Party hereby agrees to comply with the Head Terms in so far as they relate and apply to that Party's involvement in the Project. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Head Terms, the Head Terms shall take precedence. Any variation to this Agreement shall be in writing and signed by authorised signatories for each Party.

8. Intellectual Property

- 8.1. In this Agreement, "Intellectual Property" shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.
- 8.2. All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("Background IP") shall remain the property of

the Party contributing the same. The Parties agree that any improvements or modifications to a Party's Background IP arising from the Project which are not severable from that Background IP will be deemed to form part of that Party's Background IP and be owned by that Party. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other Parties save as granted by this Agreement.

8.3 "Results" shall mean all information, know-how, results, inventions, software and other Intellectual Property arising in the course of the Project. Subject to clause 8.4, each Party shall own the Results generated by its employees, students and/or agents arising from work on the Project.

1.1. Any Results which are generated by two or more Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by those Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party. The Joint Owners shall all participate in the preparation, filing, prosecution and maintenance of the Joint Results using patent counsel reasonably acceptable to all Joint Owners. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it. Any Joint Owner of any of the Joint Results may commercially exploit the Joint Results upon consultation and agreement with the other Joint Owners. In such circumstances, the Party which is commercially exploiting the Joint Results will pay the other Joint Owners a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Joint Results taking into consideration the respective financial and technical contributions of the Joint Owners to the development of the Joint Results, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Results in any such product or process.

8.3. Each Party grants the other Parties, subject to the restrictions in Clause 10, (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background IP (provided it is free to license the Background IP in question) solely to enable the other Parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.

8.4. If any Party (the "Exercising Party") requires the use of Background IP of any other (the "Other Party") in order to exercise its rights in the Results (whether solely or jointly owned) then, provided the Other Party is free to license the Background IP in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background IP for the purpose of exercising its rights in the Results.

9 Confidentiality

9.1 Subject to the remainder of this clause 9 and clause 10 below, the Parties each agree to use reasonable endeavours to keep confidential and not to publish or disclose in any way other than to those of its employees, students, directors, officers, advisors or representatives who have a need to know such information for the purposes of the Project:

- (i) any Background IP of another Party identified as confidential at the time of disclosure, or
- (ii) any Results of another Party; or
- (iii) Joint Results

(together the "Confidential Information")

without the consent of the Party owning or controlling such Confidential Information for a period of 3 years from the conclusion of the Project. Confidential information shall be clearly identified with an appropriate legend, marking, stamp or other written identification at the time of disclosure or delivery or in the case of oral or visual disclosure, is identified as confidential at the time of disclosure and reduced to writing as confidential within fifteen (15) days of such disclosure.

9.2 The undertaking in clause 9.1 above shall not apply to information:

- 9.2.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement
- 9.2.2 which, after disclosure to a Party, is subsequently published or comes into the public domain by means other than an action or omission on the part of any Party;
- 9.2.3 which a Party can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the Project;
- 9.2.4 lawfully acquired from a third party who did not obtain it from any Party hereto.
- 9.2.5 is required to be disclosed to any regulatory authority or court of competent jurisdiction, or which is required to be disclosed pursuant to a request under the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 or Environmental Information (Scotland) Regulations 2004.

10 Publications

- 10.1 This Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.
- 10.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 10.3 Notwithstanding clause 9 above, each Party shall be entitled to publish articles directly arising from its solely owned Results. Prior to the publication of articles directly arising from the work of more than one Party on the Project, each Party shall endeavour to circulate proposed publications at least 30 days in advance of submission for publication. All publications shall acknowledge the funding made available for the Project by the Funder. Each Party retains the right to request (such request not to be unreasonably refused) the delay of a publication in order to seek Intellectual Property protection for Results generated in the course of the Project if publication would reasonably prejudice such protection. Such delay shall not exceed 3 months, unless mutually agreed between the relevant Parties. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the submission of the material by the other Party/Parties, failing which the publishing Party shall be free to assume that the other Party/Parties has no objection to the proposed publication. The provisions of this sub-clause 10.3 shall survive termination or expiry of this Agreement for the period of one year

- 10.4 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of that Party(s). All publications arising from the work must acknowledge the financial support provided by the Academy via some small mention of the fund and the grant number not only in the manuscripts but also in the presentations made by both parties.

11 Termination

- 11.1 The Lead may terminate a Party's participation in the Project upon written notice on the occurrence of any of the following events:
- 11.1.1 the Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or
 - 11.1.2 the Party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or
 - 11.1.3 the Party is in material breach of any of its obligations hereunder and such breach is capable of remedy but the Party remains in breach on the expiry of twenty eight (28) calendar days after receipt by the Party from the Lead of written notice specifying the breach and the action reasonably required to remedy the same.
- 11.2 A Party may terminate its participation in the Project by giving ninety (90) days prior written notice to the Lead of its intention to terminate on the occurrence of any of the following events:
- 11.2.1 another Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or
 - 11.2.2 another Party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or
 - 11.2.3 another Party is in material breach of any of its obligations hereunder and such breach is capable of remedy but the Party remains in breach on the expiry of the ninety (90) day notice period (unless the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully, in which case the termination shall not be effective).
- 11.3 In the event that the duration of the Project is extended in accordance with Clause 6.2 and a Party no longer wishes to participate in the Project for the period of the extension, the Party may terminate its participation in the Project upon written notice to take effect on the original end date of the Project.
- 11.4 For the purposes of this Agreement, a Party which terminates its participation in the Project or which has its participation terminated in the Project is defined as the "Leaving Party".
- 11.5 In the event of a Party terminating its participation in the Project, subject to the Head Terms, the Lead in collaboration with the other Parties will make reasonable attempts to reallocate the obligations of the Leaving Party under this Agreement to another existing Party or a new Party acceptable to the remaining Parties to this Agreement and the Funder provided that such Party agrees to be bound by the terms of this Agreement.
- 11.6 The Leaving Party shall not be entitled to recover any of its costs incurred in connection with the Project on or after the date of termination of its participation in the Project as set out in the notice of termination.

- 11.7 Rights granted to the other Parties in respect of the Leaving Party's Background IP shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Agreement;
- 11.8 To the extent that exploitation of any other Party's/Parties' Results is dependent upon the Leaving Party's Background IP, then the Leaving Party shall, to the extent that it is free to do so, grant to the other Party/Parties a non-exclusive licence to such Background IP on fair and reasonable terms to be agreed;
- 11.9 The Leaving Party shall grant to the other Parties a non-exclusive, royalty-free licence to use its Results for the purposes of carrying out the Project.
- 11.10 All rights acquired by the Leaving Party to the Background IP and Results of the other Parties shall cease immediately other than in respect of the Leaving Party's interest in any Joint Results.
- 11.11 The Lead may terminate this Agreement upon written notice in the event that the Head Terms are terminated.
- 11.12 Clauses 5 (Repayment of the Award), 8 (Intellectual Property), 11 (Termination), 12 (Liability), 13 (Transfer of Materials), 14 (Applicable Law), 15 (Anti-bribery), 16 (Impact), 17 (Research Misconduct), 21 (Third Party Rights), 25 (Dispute Resolution), 26 (Law), shall survive the expiration or termination (if earlier) of this Agreement indefinitely. Clause 9 (Confidentiality) shall survive expiration or termination (if earlier) of this Agreement for a period of 3 years. Clause 10.3 (Publications) shall survive expiration or termination (if earlier) of this Agreement for a period of one year.

12 Liability

- 12.1 No Party makes any representation or warranty in relation to the Results. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the Results, nor for any reliance which may be placed on such work or Results, nor for advice or information given in connection with them.
- 12.2 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 12.3 The maximum liability of a Party under this Agreement shall not exceed the sums to be paid to it under this Agreement.
- 12.4 The liability of a Party shall not extend to loss of profit, revenue, business opportunity or any other indirect or consequential loss or damage.
- 12.5 Nothing in this Agreement limits or excludes any Party's liability for:
 12.5.1 death or personal injury resulting from negligence; or
 12.5.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

13 Transfer of Materials

- 13.1 In the event that any information or materials being shared by a transferring Party ("Transferor") to a receiving Party ("Transferee") under this Agreement is subject to any additional regulations due to its level of sensitivity including, without limitation, data protection, human tissue or export control legislation, the Parties agree to handle such information or materials in an appropriate and legally compliant manner.

- 13.2 The Transferor shall notify the receiving Transferee of any such sensitivity prior to transfer.
- 13.3 The Transferee shall procure that it obtains and shall comply with and maintain any necessary consent, approvals or licences in advance of taking receipt of such information or materials.
- 13.4 For the avoidance of doubt, nothing in this Agreement purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Agreement except in accordance with the provisions of this Agreement and to the extent applicable by law.

14 Applicable Laws

The Parties shall procure that in carrying out the Project, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery. Non-compliance with this clause by one Party shall not be sufficient justification for non-compliance with the rest of the Agreement by the other Party(s).

15 Anti-Bribery

- 15.1 Each Party shall:
- 15.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption (the "Relevant Requirements"), including the Bribery Act 2010, in connection with its conduct under this Agreement;
 - 15.1.2 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including Adequate Procedures (as defined in section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) under the Relevant Requirements, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
 - 15.1.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Agreement.
- 15.2 Each Party shall ensure that any Associated Person (as defined in section 8 of the Bribery Act 2010) who it involves in the performance of any obligations under this Agreement and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such Associated Person terms equivalent to those imposed on the Parties under this Clause 15. The Parties shall be responsible for the observance and performance by such Associated Persons of such terms, and shall be liable to the other Parties for any breach by such Associated Persons of any such terms.
- 15.3 The Parties acknowledge and agree that any breach of this Clause 15 (however trivial) shall be deemed to be an irremediable material breach of this Agreement for the purposes of Clause 11.1.2.

16 Data Protection

- 16.1 In this clause
- (a) "Personal Data", "Controller", "Processor", "Data Subject" and "Processing" "Third Country" and "International Organisation" have the same meaning as in the Data Protection Legislation; and
 - (b) "Data Protection Legislation" shall mean the Data Protection Act 1998, or from the date it comes into force in the UK the General Data Protection Regulation (EU) 2016/679 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

- (c) "Data Controller" shall mean the Party that transfers Personal Data to the other Party
- (d) "Data Processor" shall mean the Party that receives Personal Data from the other Party.

16.2 Responsibilities

- 16.2.1 The Parties undertake to comply with all relevant requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Either Party can be a Data Controller or Data Processor if passing personal data to the other Party
- 16.2.2 The Data Controller will ensure that all required consents and notices are in place to legally transfer of the Personal Data to the Data Processor for the duration and purposes of this Agreement.
- 16.2.3 Without prejudice to the generality of this clause the Data Processor shall perform its Data Processing obligation under this Agreement by:
 - a) processing Personal Data on the written instructions of the Data Controller unless otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor Applicable Data Processing Laws ("ADPL") to process Personal Data. When relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall notify the Data Controller prior to performing the processing as required by the ADPL unless those ADPL prohibit the Data Processor from notifying the Data Controller;
 - b) having appropriate technical and organisational measures in place, approved by the Data Controller, to protect against unauthorised or unlawful processing of Personal Data together with protection for accidental loss, destruction, or damage, to Personal Data, as is appropriate to the harm that might result from the unauthorised or unlawful processing, accidental loss, destruction, damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored quickly after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - c) ensuring that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - d) not transferring any Personal Data outside of the European Economic Area to a Third Country or an International Organisation, unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - i. the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred, and
 - iv. the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
 - v. assist the Data Controller, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - vi. notify the Data Controller without undue delay on becoming aware of a Personal Data breach;
 - vii. at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and

vii. maintain complete and accurate records and information to demonstrate its compliance with this clause

16.3 The Data Controller consents to the Data Processor appointing a third-party processor of Personal Data under the Agreement should it be necessary. The Data Processor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business.

16.4 Either Party may, at any time on not less than thirty (30) days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

17 Impact

The Parties acknowledge that each Party to this Agreement is required by its funders to demonstrate its impact and all Parties agree to comply with all reasonable requests made by the other Parties to provide such information (not including Confidential Information) as the Parties may reasonably require to address requirements placed on them. Such information may include (in relation to the Project), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

18 Research Misconduct

Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform the Lead and the Funder of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.

19 Force Majeure

19.1 A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damages, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

19.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funder, discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

20 No assignment

No Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

21 No Partnership

Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

22 Third Party Rights

Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to

enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

23 Waiver

23.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

23.2 No single or partial waiver of any right or remedy provided under this Agreement shall preclude or restrict the further exercise of that or any other right or remedy.

24 Severability

If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

25 Notices

The Lead's representative for the purpose of receiving notices shall until further notice be:

Christopher Buckland
Head of Research Commercial
Research and Innovation
Conway House, Cranfield University, Cranfield, Bedfordshire MK43 0AL

With a copy to:
Dr Saurav Goel, SATM,
Cranfield University, MK430AL, UK

KIET's representative for the purpose of receiving notices shall until further notice be:

Dr. (Col) A Garg
Director
KIET Group of Institutions, Muradnagar, Ghaziabad 201206, (U.P.) Delhi NCR

with a copy to:
Prof K. L. A Khan, Head, Mechanical Engineering Department
KIET Group of Institutions, Muradnagar, Ghaziabad, 201206, (U.P.) Delhi NCR
And
Dr S. K. Sharma, Chairman Research counsel
KIET Group of Institutions, Muradnagar, Ghaziabad-201206 (U.P.) Delhi NCR

26 Dispute Resolution

If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

27 Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.

28 Entire Agreement

This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.

29 Counterparts

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of Cranfield University

Signed



Mr Christopher Buckland

Name:

Head of Research Commercial


Title:

Dated:

23/04/19

for and on behalf of KIET

Signed



Dr (Col) A Garg

Name:

Director, KIET Group of Institutions, Ghaziabad

Title:

KIET Group of Institutions, Ghaziabad

Dated:

Ghaziabad

Schedule 1: Final Proposal as submitted to Funder

P12801 - Schedule
Part 2 - Proposal.P0

Schedule 2: Head Terms

P12801 - Schedule
Part 1 - Head Terms.J

Schedule 3: Project Management Team

1. Membership:

The Management Team will be identified here if required.

Schedule 4: Budget Details

Payments to KIET

The Lead shall pay to KIET, in consideration of the work carried out under this Agreement the amount detailed in the table below. All sums are inclusive of VAT and any other withholding tax, if applicable. Payments shall be made subject to the receipt of sufficient funds from the Funder and within 30 days of receipt of quarterly invoices. Invoices must be raised for the funded amount according to the categories below.

Invoices to be addressed to:

Head of Research Accounts Monitoring & Claims
College Road, Cranfield, Bedfordshire, MK43 0AL

Email - z.janes@cranfield.ac.uk
Telephonex2530 (switchboard +441234 750111)

Reference: P12801 (Please include this on all invoices)
All sums are inclusive of VAT, if applicable.

Activity	Estimated Cost	Allocated to:
TRAVEL Economy class air fare for three manheads (€700 each) to come to Cranfield University, UK (for Indian partners)	€700 per candidate X 3 candidates for 2 years = €4200	KIET
Economy class air fare for three manheads from Cranfield University, (€700 each) UK to visit partners in India	€700 per candidate X 3 candidates for 2 years = €4200	CRANFIELD
Local travel in the UK	€ 3000	CRANFIELD
Food and other expenses (for stay of 3 weeks at a time)	€700 per person for 3 weeks over 2 years = €4200	CRANFIELD
Research and accommodation expenses from India to work in UK for 3 weeks (€1000 per month) in 2 years	€1000 X 3 X 2 = €6000	CRANFIELD
Consumables for carrying out research at Cranfield University, UK (it needs be 10% of the total project costs)	€5,000	CRANFIELD
Time for two academic staff of Cranfield University over two years (Dr Saurav Goel, 5% over 2 years) (Dr Vijay Kumar Thakur, 5% over 2 years)	€6518 €6325	CRANFIELD

Cost of running a workshop in India (it needs be 10% of the total project costs)	£5,000	KIET
Dissemination and local reach out in the Uttar Pradesh area of India	£5000	CRANFIELD
TOTAL	£49,443	

Memorandum of Understanding (MOU)
Between
EduGrad
AND
KIET Group of Institutions

This MoU is entered into on the 09th Jue of — 2018 by and

Between

EduGrad (a brand owned by Ashoka Systems India Pvt Ltd, CIN U72900TG2018PTC124426, registered address 3rd Floor, Vakula Mansion, Telecom Nagar, Gachibowli, Hyderabad, Telangana- 500032 & Branch office, H-85, Sector-63, Noida – 201301)

And

KIET Group of Institutions , Ghaziabad-Meerut Road (NH-58) Muradnagar-201206 ,Distt. Ghaziabad

The aforesaid institutions are hereinafter referred to individually institute and collectively as institutes.

1. The objective of the MOU

The objectives of the MOU are;

- To inspire students to think analytically, empower them through hands-on training, and connect them to potential employers.
- To establish a center of excellence in data analytics ie. EduLab in the campus
- To provide placement support to eligible students in the field of data analytics

2. Areas of collaboration

Since this is a strategic initiative and requires a commitment of both EduGrad and KIET Group of Institutions , Ghaziabad. This initiative would allow KIET, one of the foremost institutions in Ghaziabad , to establish a society in the field of data analytics capable of delivering high caliber analytics skills required in the fast-changing market scenario.

Registered Address: - 3RD FLOOR, VAKULA MANSION, BESIDE HPPETROL PUMP, TELECOMNAGAR GACHIBOWLI HYDERABAD - 500032

Business Address: - H-85, 3rd Floor, Sector-63, Noida, Uttar Pradesh - 201301
CIN: U72900TG2018PTC124426
www.edugrad.com

R. Chidambaram reddy

[Signature]

[Signature]

[Signature]

3. Responsibilities

EduGrad will facilitate/provide the following Supports:

- On-demand online training in data analytics (12 weeks duration)
- Software tools to complete the projects
- Dedicated one to one mentor support to the students
- Seminar by Industry delegate to EduLab students
- Certificate of completion /participation
- Award cash prize (up to Rs. 10,000) to top 5 students selected (at EduGrad discretion) among all EduLab societies.
- EduGrad will provide placement support to eligible students of EduLab Society

College will facilitate/provide the following Support:

- Computer lab with internet facility (up to 15 systems depends on the size of society)
- Assign a faculty to coordinate and monitor the presence of students (2-4 hrs per week) and s/he will be single point of contact for EduGrad
- Auditorium with facilities like a projector, audiovisual equipment, internet etc for Industry delegate seminar.

4. Duration of MOU

This MOU , unless extended by mutual consent of the institutes, shall expire in five months from the date of signing of both the parties. It can also be terminated any time by giving 30 days prior notice by any of the parties.

5. Confidentiality

- a) It shall be the duty of both the parties to hold the confidence all the information/ data designated by the institutes or any other information/data which is supposed to be confidence / private in any form which is obtained in any form by both the institute created during the performance of MOU and will not disclose to any third party without written consent of the other institute.
- b) The above confidential clause under this MOU excludes the information or Data possessed by either institute before entering into this MOU or independently developed and /or information already available through public domain.

6. Cost of creating Data lab Society

EduGrad shall not charge any fee for establishing the Data Lab Society from either college or students till the end of this MOU and shall bear all the expenses by its own for all the facilities provided in EduLab society as mentioned in the responsibility of EduGrad .

Registered Address: - 3RD FLOOR, VAKULA MANSION, BESIDE HIPPETRCL PUMP, TLECCOMNAGAR QACHIBOWLI
HYDERABAD - 500032

Business Address: - H-85, 3rd Floor, Sector-63, Noida, Uttar Pradesh - 201301
CIN: U72900TG20143PTC124426
www.edugrad.com

P. Anand Reddy

[Signature]

phane

[Signature]

7. Other Terms & Conditions

- > Selection of students will be based on the online entrance test and at the sole discretion of EduGrad.
- > College shall not use the EduLab training material (videos, quiz, projects, data, reports etc) for its own interest without any written consent of EduGrad
- > Both the parties can use the name of each other in the promotion of EduLab and placements via EduLab
- > College will allow EduLab students to use lab even after normal time till 8pm if required to complete the project
- > Limitation of Liability: Under no circumstances is EduGrad liable for KIET, Ghaziabad's loss of, or damage, to records or data, or for any economic consequential damages due to execution or cancellation of this MOU.

Signed in duplicate

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes acting by their duly authorized officers, have caused this MOU to be executed, effective as of the day, date and year first above written.

For EduGrad


Signature :-

Name :-

Date:- 9/07/2018

For KIET Group of Institutions


Signature :-

Name :-

Date:- 09 JUL 2018

Sharme
Dr. Vineet Sharma
HOD CSE KIET
(Witness)
9/7/18


Date: 09/07/18

Registered Address: - 3RD FLOOR, VAKULA MANSION, BESIDE HPPETROL PUMP, TELECOMNAGAR GACHIBOWLI
HYDERABAD - 500032

Business Address: - H-45, 3rd Floor, Sector-63, Noida, Uttar Pradesh - 201301

CIN: U72900TG2018PTC124426

www.edugrad.com

Fwd: EduGrad flyer for seminar and online test

Time: 1:47 PM

VINEET SHARMA <vineet.sharma@kiet.edu>
To: Sanjeev Kumar <sanjeev.yadav@kiet.edu>

Sat, Aug 11, 2018 at 1:47 PM

----- Forwarded message -----

From: **Nisheeth Pandey** <nisheeth@edugrad.com>
Date: Sat, Aug 11, 2018 at 12:50 PM
Subject: EduGrad flyer for seminar and online test
To: vineet.sharma@kiet.edu
Cc: Kishore Reddy <kishore@edugrad.com>Dear sir,
Greetings from EduGrad

Please find the attached flyer for seminar and online test to be conducted on 14th August from 1pm to 3:30pm.

Thanks
Regards
Nisheeth Kumar Pandey
EduGradDr. Vineet Sharma
M.Tech, Ph.D. Comp Sc(JMI)
Professor & Head
Department of Computer Science & Engg.
Krishna Institute of Engg. & Technology
13 Km Stone, Delhi Meerut Road, NH 58
Murad Nagar, Ghaziabad, 201206, U.P.
web: www.kiet.edu
Mob: +91 9611139483

EduGrad

Kiet Flyer.jpg
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Grad

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www.edugrad.com/edulab

Memorandum of Understanding

This Memorandum of Understanding ("MOU") made this 28th day of September, 2018 between Marg ERP Limited, company registered under the Companies Act, 1956 vide CIN U72200DL2000PLC108674 having its registered office at Plot No-7, Ring Road, Landmark Printing Press Complex, Wazirpur, New Delhi - 110035 through Ms. Rakhi Gupta, (authorized signatory) hereinafter referred to as "Company" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**

And

KIET Group of Institutions, established in 1998 by Krishna Charitable Society having its office at Ghaziabad - Meerut Road (NH-58) Muradnagar - 201206, Distt. Ghaziabad, Uttar Pradesh through Dr. (Col.) A. Garg (Director) hereinafter referred to as "College" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**

WHEREAS the Company is engaged in providing vocational education, training, skill development and has strength in development and delivery, innovations and marketing of technology training etc. particularly in the areas of accounting, taxation & inventory.

AND WHEREAS the College is a premier institute, devoted to the advancement of engineering and management courses and other related disciplines.

Now therefore in consideration of the mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting the vocational education sector through skill enhancement of the Professional and Engineering students through class room and industry specific practical training ensuring quality delivery towards excellence in industry.

Role of the College

1. College shall provide suitable and ready for delivering the training courses and other activities in conjunction with the Company in the scope.
2. College shall provide a workable space/ room with basic amenities for the staff of the Company to facilitate training, marketing & related activities for successful outcome of joint activities.
3. Quality Education delivery is required by College through their Marg Certified Faculty.
4. College shall be responsible for Promotion of the company.
5. College will award the joint certification on successful completion.
6. College shall help to develop market through its existing established network and would support in marketing exercise.


28/9/18
MARG ERP LIMITED CIN : U72200DL2000PLC108674

Marg Tower, Plot No. 7, Wazirpur Press Area, Opp. Netaji Subhash Place, Delhi - 110035 (India)
Contact: +91-11-30969600, 66969600, E-mail: info@margcompusoft.com, Website: www.margerp.com



Role of the Company

1. Marg ERP Limited will be Knowledge Partner.
2. To provide e-content in structured format.
3. To provide sykke/required training and certify faculties of the College involved in the project for the smooth delivery of projects.
4. Marg Academics dedicated team member will coordinate for the smooth delivery of projects.
5. To provide academic calendar.
6. The Company shall design, develop and provide required course materials to the students.
7. The Company shall provide the faculty as per the requirement, in conjunction with the College.
8. Regularly visit the campus for doubt clearing and guest talks twice in a month.
9. Marg will provide placements to the students who are eligible as per assessment results and industry standards.

Joint Responsibility

1. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
2. Promotion for the programme undertaken shall be advertised/ propagated through respective websites of the parties.
3. Technical workshops/ promotional workshops within the scope of the MOU.
4. Assessment of the courses shall be carried out jointly by both the parties.

Financial Arrangement

It has been mutually decided that both parties agreed on the undermentioned terms:

- Fee for enrollment of student including student kit, training, examination, certification, assessment is Rs. 1,600/- (Rupees One Thousand and Six Hundred only) and will be collected directly by the company.
- Registration Fee:- Rs. 20,000 (Rupees Twenty Thousand only) which is one time payment.

Duration and Termination of Agreement

MOU shall be effective from the date of signing and shall remain in force for a period of three years. It shall automatically be renewed for next three years until & unless discontinued by either party. As per performance of the college in this MOU renewal charges/waiver of renewal will be decided mutually.

The College has the right to terminate the understanding for non-performance of the Company, based on half yearly detailed reviews.

Patel
28/9/18

[Signature]
28/9/18

In case the Company intend to terminate the contract, it shall communicate the College 6 months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is obligation of the Company to make it successful.

Confidentiality


The College agrees and confirms that all intellectual training material shall at all time vest in and remain with and belong to the Company and cannot be used for at least two years from the date of termination/ completion. The College shall not be liable for any suit on account of demands for infringement of copyright etc. by the Company which has no nexus with the objective of the MOU.

General Provisions

1. Both the Parties have full power and authority to enter into this MOU, take any action, execute any documents required by the terms hereof; and that this MOU, entered into has been duly and validly executed and delivered, and is a legal, valid and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MOU are duly empowered and authorized to execute this MOU and to perform all its obligations in accordance with the terms herein.
2. This agreement shall not be binding for any other agreement for either party, Parties shall be free and independent to carry on other services and training besides that covered under the scope of this agreement.
3. The Company & College shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.
4. The Company shall strictly follow the College norms, rules and regulations for conducting the programs and shall maintain the College high standards.
5. All courseware provided by the Company is its copy right. Confidentially of same shall be maintained and the College should ensure it is not replicated in the other Centers.
6. Both parties can use logo, trade name, course modules & other related materials for promotion of the course to be conducted jointly within the scope of this MOU.

Arbitration

1. In the event of a dispute between the Company and College arising out of, or relating to this Understanding, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.


20 Sept 18

2. In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.
3. Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Delhi, India. Jurisdiction shall be Court of Delhi.

IN WITNESS WHEREOF, each of the parties hereto has caused this Understanding to be duly executed by a duly authorized representative of such party as of the date first above written.

For and on behalf of

Marg ERP Limited

By: Ms. Rakhi Gupta

Designation: Authorized Signatory

For and on behalf of

KIET Group of Institutions

By: Dr. (Col.) A Garg

Designation: Director

Witness

1. Neha
28/9/18

2. Rahul
28/9/18

Witness

1. h
28/9/18

2. Binkey
28/9/18



**MEMORANDUM OF UNDERSTANDING
BETWEEN
KIET Group of Institutions, INDIA
AND
NAMANGAN ENGINEERING CONSTRUCTION INSTITUTE, UZBEKISTAN**

This MEMORANDUM OF UNDERSTANDING is between:

KIET Group of Institutions with an office address at 13 Km Stone, Ghaziabad- Meerut Road, Muradnagar, Ghaziabad, 201206 (U.P) India represented by its Director, Dr. (Col) A. Garg and here in after referred to as "KIET".

and

Namangan Engineering Construction Institute organized under the laws of Uzbekistan with an office address at Islam Karimov Street 12, Namangan, 160103, Uzbekistan represented by its Rector, Shukurjon Sharipovich KENJABEV and here in after referred to as "NECI".

Recognizing the importance of higher education, research, and training in the regional development of the Government of India;

Desiring to enhance bilateral cooperation in higher education, research, and training, in accordance with the national laws and regulations of the Uzbekistan and the Government of India.

Namangan Engineering Construction Institute (NECI) and KIET Group of Institutions (KIET) hereinafter referred to jointly as "the Parties," do hereby agree on the following:

ARTICLE I - OBJECTIVES

The objective of this Memorandum of Understanding (MoU) is to promote mutual cooperation in education and training on a reciprocal basis for the advancement of knowledge and intellectual development.

ARTICLE II - SCOPE OF COOPERATION

NECI and KIET will, inter alia:


1. Faculty/Researcher exchange:

Facilitate the exchange of faculty members and researchers for sharing knowledge and experiences.

2. Students Exchange:

Facilitate summer school visit for students in either university/institute.


03 APR 19


15.04.2019

3. **Joint Research:**

Joint research by faculty members and/or researchers from parties, which can be funded by institutions, private sectors, or government agencies/departments.

4. **Teaching/ Learning activities:**

Teaching and learning activities through visiting lecturing activities in both parties concerned.

5. **Conference/Training:**

Encourage participation by faculty members and students in each other educational congresses, conferences, workshops, symposiums, training courses, exhibits, and other activities related to the objectives of this MoU.

6. **Social and Cultural Learning:**

The two organizations agree to invite each other to their social and cultural events so that the host organization can exchange their activities with the visiting organization.

ARTICLE III – IMPLEMENTATION

The Parties shall implement the MoU through specific arrangements, programs, and/or projects subject to the available funds of the Parties, the details of which shall be agreed upon in a separate Memorandum of Agreement to be signed by the Parties.

ARTICLE IV – ACADEMIC PROGRAMS

Both parties concerned will retain control and authority on academic matters or business/industry code of conduct in their respective degree, diploma programs, and positions in business/industrial institutions. However, amendments and customizations of MoU to meet regulatory compliance shall be done with mutual consent of the two parties involved.

ARTICLE V – FUNDING

The cost of the cooperative activities under this MoU shall be funded in terms to be mutually determined by the Parties and shall be subject to the availability of funds.

ARTICLE VI – SUSPENSION

Each Party reserve the right for reasons of security, public order, or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU, which shall be effective sixty (60) days after notification, has been given to the other Party.

ARTICLE VII - CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

1. The Parties shall ensure that educational data, information, and intellectual property rights mutually provided and developed which are carried out under this MoU shall not be transferred or supplied to a Third Party without prior written consent of the other party.
2. In case of any specific arrangement, program, or project that may result in intellectual property rights, the Parties shall enter into a separate agreement in accordance with the laws and regulations of their respective countries.


03 APR 19


15.04.2019

ARTICLE VIII - SETTLEMENT OF DISPUTES

Any dispute arising from the implementation of the provisions of this MoU shall be settled amicably by consultations or negotiations.

ARTICLE IX – AMENDMENT

This MoU may be reviewed and amended at any time, by mutual written consent of the Parties.

ARTICLE X - DURATION AND TERMINATION

- 1. This MoU shall be effective for a period of five (5) years and will be automatically renewed after five (5) years.
- 2. The termination of this MoU shall not affect the validity and duration of any arrangements, programs, activities, or projects made under this MoU until the completion of such arrangements, programs, activities, or projects, unless otherwise agreed upon by the Parties.

IN WITNESS WHERE OF, the undersigned, being duly authorized by their respective schools, have signed this MoU in the city of Namangan and Ghaziabad.

On behalf of
KIET Group of Institutions, India

On behalf of
Namangan Engineering Construction
Institute, Republic of Uzbekistan

Signed By:

Signed By:



Dr. (Col) A Garg
Director Director
KIET Group of Institutions
Ghaziabad




Shukurjon Sharipovich KENJABOEV
Rector

03.04.19
Date

15.04.2019
Date



Witness- 
Dr. K.R. Chaturvedi

Witness- 
Dr. Soliev Ibodullohon Ismatullaevich

HOD- KIET School of Management

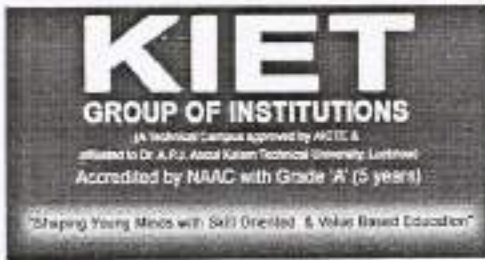
Head of Economy department

03.04.19

15.04.2019

Date: **Head of Department**
KIET School of Management
KIET Group of Institutions
Ghaziabad

Date



Memorandum of Understanding (MOU)

Between

**KIET Group of Institutions, Ghaziabad, INDIA and
Southwestern Oklahoma State University (SWOSU) USA**

KIET Group of Institutions, Ghaziabad India, and Southwestern Oklahoma State University, SWOSU, USA the parties to this MOU, wish to enhance relations between the two organizations and to develop academic and cultural exchange in the areas of education research, technology transfer and other activities. The establishment of collaborative relationship between the two organizations reflects consensus for the establishment of formal relationship and cooperation in their area of interest. The objective of this MOU is to foster collaboration, provide opportunity for global exposure and to facilitate advancement of knowledge.

KIET Group of Institutions, Ghaziabad India, and Southwestern Oklahoma State University, SWOSU, USA agree to collaborate in the following areas:

1. Joint Sponsor Research, Development and Consultancy Services:

It is agreed to investigate the possibilities of joint research and provide consultancy services to different and various organizations. In this regard the terms and conditions for such participation would be worked out by mutual consent.

2. International Conference/ Seminar:

The two organizations agree to cooperate on organization of an International conference/seminar in which the faculty/students may participate.

3. Faculty Exchange:

Cooperative efforts will be encouraged between the two organizations for exchange of faculty for sharing knowledge and experience. Such efforts will facilitate the synergy of academic growth between the two organizations.

4. Student Exchange:

Students from both the organizations can participate in the programs offered by either organization. The host organization will assist in facilitating the process.

5. Library Membership:

The two organizations agree to allow access to their publicly available library resources as per their terms and conditions. Online library resources of the two organizations may also be accessed for which the further terms and conditions may be set up.

6. Online Lectures:

It is agreed to conduct online lectures on some specific area for the benefit of the students.

7. Social and Cultural Learning:

The two organizations agree to invite each other to their social and cultural events so that the host organization can exchange their activities with the visiting organization.

Terms and Conditions:

1. The agreement is subjected to amendment if deemed necessary by either party to include new ideas and it should be made in writing and shall be executed by those responsible for implementation.
2. Two faculty members from each of the organizations will be appointed to coordinate the MOU.
3. This agreement will be effective from the date it is signed by both the parties.
4. The agreement will remain in effect for five years, and may be renewed six months prior to the date of expiry.
5. Either party may terminate the MOU at any time. Notification of termination shall be made in writing.

**KIET Group of Institutions,
Ghaziabad, INDIA**

**Southwestern Oklahoma
State University (SWOSU), USA**

Signature:



Dr. J. Ghosh
Director
KIET Group of Institutions
Ghaziabad

Date:

03/02/2017

Signature:



President

Date:

1/25/2017

1

MEMORANDUM OF UNDERSTANDING

D-Link India Ltd.

And

KIET GROUP OF INSTITUTIONS, GHAZIABAD, INDIA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed by and between D-Link (India) Limited, a Company, a Public Limited Company incorporated under the Companies Act 1956 and duly represented by its Chief Executive Officer, Mr. Tushar Sighat, and having its principal office at Kalpataru Square, 2nd Floor, Unit No. 24, Kondivita Lane, Off Andheri-Kurla Road, Mumbai - 400072, India (hereinafter referred to as "D-Link")

And

KIET Group of Institutions, Ghaziabad - 13 Km Stone, Delhi - Meerut Highway, NH - 58, Ghaziabad, Uttar Pradesh - 201206. Represented by Dr. Manoj Goyal - CAO & Authorized signatory, (Hereinafter referred to as "Educational Institution") as follows (hereinafter referred to respectively as "Party" and jointly as the "Parties"):

1. The subject of the agreement:

D-Link, a public limited company pioneered in the field of Networking Technology in the country and engaged in the business of Trading of IT Networking products. D-Link and Educational Institution see a synergy in their objectives and agree to have collaboration in imparting Education programme in IT networking space. In order to achieve this, Educational Institution agrees to set up certification course in Networking Technology by utilizing D-Link's services, expertise and networking infrastructure.

D-Link intends to provide **Educational Institution** (EI) to open a training centre in IT Networking and to provide Technical specialists of D-Link. The educational programme is on the basis non-profit and commercial educational activities. D-Link will issue certificates to the successful candidates after completion of training.

2. Duties and responsibilities of the Parties.

2.1. Educational Institution.

2.1.1. To start up the D-Link authorized training centre, **Educational Institution** is required to have:

- ☐ Availability of the annual work plan, curriculum and teaching materials recommended by D-Link;
- ☐ Availability of teachers/Trainers / Technical persons certified from D-Link;
- ☐ Availability of equipment recommended for the training of certified specialists.

2.1.2 Educational institution shall not copy and change the any literature document provided to them by D-Link; however as per local need and student requirement can be considered as valuable suggestion to revise the literature and documents provided for the courses.



Dr. MANOJ KUMAR GOEL
Chief Admn. Officer
Krishna Inst. of Engg. & Technology
Ghaziabad

2.1.3. Teachers of **Educational Institution** participating in the D-Link educational program are required every two years to renew their certificates in the regional representative office or any authorized training centre. When the certification exams are held in the academic centre of D-Link, the examination committee shall include representatives of D-Link.

2.1.4. **Educational Institution** shall provide proper infrastructure for training lab space and lecturing space. It shall provide a Class Room with minimum sitting capacity of 20 students, equipped with Proper Infrastructure to host 24" Rack with Power Supply Point, AC, minimum 4 PC/Laptop.

2.1.5. **Educational Institution** shall have a training schedule prepared along with fixed exam timetable over an evenly time break for each group of trainee.

2.1.6. **Educational Institution** must send at least two professional engineers for Train the Trainer (TTT) program, preferably of training background in IT.

2.1.7 **Educational Institution** shall provide D-Link with the list of course participants.

2.2 D-Link.

2.2.1. **D-Link** shall provide assistance in training teachers in deputed by Educational Institutions as and when required.

2.2.2. **D-Link** shall carry out periodic inspection of the training centre and quality control of training.

2.2.3. **D-Link** specialist shall provide consultation to teachers in training centres on the technological features of the equipment and its configuration.

2.2.4. Subject to all the above conditions, **D-Link** shall issue a certificate recognizing **Educational Institution** as Authorized "D-Link Academy Partner" having an authorized training centre. **D-Link** reserves the right to issue the registered certificate of **D-Link**. The period of validity of the certificate shall be for two (2) years.

2.2.5. **D-Link** shall review the lab equipment and training material content periodically. If any changes are needed as per technology updates and based on market feedback, **D-Link** shall notify the **Educational Institution**. The First Party i.e. **D-Link** would provide with future upgradation in Hardware & software to **Educational Institution** without any additional cost.

2.2.6. The lab equipment set up charges shall be paid to D-Link Academy Partner. The examinations and training course conducted by **Educational Institution** and charged at its own discretion- charge per student per exam to be paid to D-Link as per given below price.



MANOJKUMAR GOEL
Chief Adm. Officer
Krishna Inst. of Engg. & Technology
Ghaziabad

2.2.7. The service taxes and other applicable taxes extra as per the applicable tax laws.

3. Terms and conditions.

3.1 None of the Parties during the term of this Agreement shall, without the prior consent of the other Party, disclose to third parties any confidential information, as well as information regarding the interests of the other Party, which became known due to the performance of this Agreement, or use the information for purposes not agreed upon in writing by the other Party.

3.2 The Parties by mutual agreement may make amendment and/or rectification to this Agreement. The changes that are made in writing to this Agreement and duly signed by both the Parties constitute an integral part of this Agreement.

3.3 Terms of this Agreement, either directly or indirectly, shall not give rights to the Parties of any other obligations that are not explicitly specified in this Agreement.

3.4 Any training documents including training material, brochures, datasheets and other D-Link Academy related documents cannot be duplicated /copied without prior approvals.

3.5 " The D-Link Academy", D-Link logo and all D-Link literatures are registered trademark and D-Link is officially own these titles

3.6 This Agreement is effective for One (1) year from the date of the last executing signature by the Parties hereto as shown below and be automatically extended for a further year if neither Party makes a written declaration of its intention to terminate this Agreement (no later than thirty (30) calendar days before the estimated date of termination). Notwithstanding the foregoing, D-Link may terminate this Agreement with sixty (60) day prior notice.

3.7 This Agreement is made in two copies and one for each Party. Each copy of this Agreement shall have equal legal force.

4. Commercial:

For commissioning D-Link Academy training programs, initial cost of Lab Equipment and setup is involved. The **Educational Institution** and **D-Link** is going to bear the commissioning investment jointly keeping long term goal in training standard and industry oriented technical education in mind.

4.1 Modules taken by Educational Institution:

SR NO.	MODULE	COURSE
1.	Switching	DCS – Switching Program
2.	Wireless	DCS – Wireless Program

4.1.1. To setup the above mentioned modules **Educational Institution** i.e. KIET Group of Institutions need to procure the complete Lab Setup and recommended equipment from our Academy Alliance Partner – AD3 Global Ventures so the mentioned Modules Training and Certification can be imparted. D-Link India Ltd. Would facilitate all future updates (Hardware & Software) to KIET Group of Institutions at no cost.



MANOJ KUMAR GOEL
Chief Admn. Officer
Krishna Inst. of Engg. & Technology
Ghaziabad

4.1.2. D-Link shall provide the lab equipment through its Academy Alliance Partner, AD3 Global Ventures to Educational Institution with limited life time warranty; however, the equipment will be used only for the training and practicing purpose. Notwithstanding the foregoing, D-Link has the right to demonstrate and show the equipment whenever requested by its customers at Educational Institution premises, provided that prior scheduling for such demonstration is arranged between D-Link and Educational Institution, and a written note is sent by D-Link.

5. Program Course Fee:

D-Link recommends following fee structure for the training program

Sr. No.	Fees description	Fees (Rupees)	Remarks
1	Course Fees/Module	As decided by the KIET Group of Institutions	30% of fee charged will be shared with D-Link <i>For First 500 Students D-Link waive off any charges on course fee</i>
2	Student training Kit/Module	As decided by the KIET Group of Institution <i>Rs. 1250</i>	<i>Optional to student</i>
	Exam Fees/Module	Rs.2500	On-Line exams are registered and to be appeared on D-Link expertise portal and payment to D-Link.

For First 500 Students D-Link waive off any charges on course fee



*Payment: Exam Fee (Service Tax Additional) has to be released to D-Link along with Student's Registration form.

*Course Timing is mentioned as per College/Campus Timing.

5.2.1. Educational institution has right to increase or decrease the course fees.

5.2.2. D-Link recommends minimum 20 students in a batch.

5.2.3. Educational Institution shall impart 30 hours of training to the student based on availability without affecting their regular curriculum or shall be included in Educational institution's regular course.



MANJUKUMAR GOEL
 Chief Adms. Officer
 Krishna Inst. of Engg. & Technology
 Ghaziabad

6.1 The functioning of object of this MoU has to be jointly at the end of one year for introducing any changes in its operations.

6.2 Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior approval. No Party shall acquire any right in the other Party Intellectual Property pertaining to any information disclosed by the Party pursuant to this MoU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing such Intellectual Property. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

6.3 D-Link shall not be held responsible for any eventual inability to provide facilities due to force-majeure reasons or due to circumstances beyond the control of D-Link.

6.4 Where the above articles of understanding are silent, or for special cases of deviation from these articles, the mutually agreed upon decision between D-Link and Educational Institution will be final. However, in case of any dispute relating to or arising out of this MOU, shall be resolved amicably by mutual consultations. If such resolution is not possible, then, the unresolved dispute or difference for more than 2 months shall be referred to the arbitration of sole Arbitrator to be mutually appointed by D-Link and KIET Group of Institutions, Ghaziabad. The Arbitration Act of 1940 (10 of 1940) and Rules framed thereunder, as amended from time to time, shall be applicable to such arbitration proceedings under this clause. The venue of all the arbitration proceedings shall be Mumbai.

7. Attachments to the MoU:

- 1. DCS switching/DCS-Wireless/DCS-Surveillance.
- 2. D-Link Profile

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date and year set forth as below:

D-Link India Limited Ltd

(Signature)

(Mr. Tushar Sighat)

(Chief Executive Officer)

(Date: _____)



SUDHAKAR OSHA
GM- D-Link Academy

Witness: D-Link Academy Alliance Partner.



D-Link (India) Ltd.
29/07/2016

KIET Group of Institutions

(Signature)

MANOJ KUMAR GOEL

(Chief Admin. Officer
Krishna Inst. of Engg. & Technology
Ghaziabad)

(CAO & Authorized Signatory)

(Date: _____)

JMC MoU

Authorization Letter

D-Link Academy/AD1/KIET Group of Institutions
Issued on: 11/09/2017

To
Chief Admin Officer
Dr. Manoj Goyal
KIET Group of Institutions
13 KM Stone, Delhi-Meerut Highway
NH-58-Ghaziabad, U.P. 201206

WHEREAS, We, D-Link (India) Limited, who are official manufacturers of Lan & Wan Active and Passive Products, having factories at D-LINK CORPORATION, NO. 289, SINHU 3RD ROAD, NEIHU DISTRICT, 11494 TAIPEI, Taiwan. And having Principal office D-Link (India) Ltd at Kalpataru Square Building, 2nd Floor, Kondovita Lane, Off. Andheri-Kurla Road, Andheri (East) Mumbai-400072, India.

THEREFORE, we do hereby

Authorize **KIET Group of Institutions, 13 KM Stone, Delhi-Meerut Highway, NH-58-Ghaziabad, U.P. 201206** to run and operate D-Link Academy Global Centre of Excellence for **DCS - Switching & DCS Wireless** Training and D-Link Certification Program at their campus as per MOU and this has been extended for next three years with immediate effect.

Signed

Stepha

In the capacity of: **SUDHANSHU OJHA-GM-D-Link Academy**

Duly authorized to sign the authorization for and on behalf of



[D-link (India) Ltd.]

Date: 11/09/2017

*ST
11/9/17*

*AG
11/9/17*



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL9S8027862746680
Certificate Issued Date	: 14-Sep-2016 03:09 PM
Account Reference	: IMPACC (IV)/ dl832103/ DELHI/ DL-OLH
Unique Doc. Reference	: SUBIN-DL832103913677550190230
Financed by	: GS FOUNDATION
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GS FOUNDATION
Second Party	: KIET GROUP OF INSTITUTIONS
Stamp Duty Paid By	: GS FOUNDATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

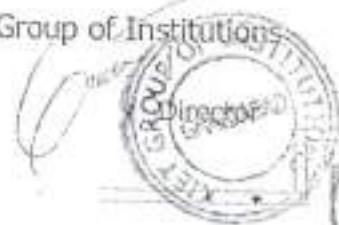
This extension letter dated 11th Day of September 2016 for Memorandum of Understanding signed **GS FOUNDATION** and **KIET GROUP OF INSTITUTIONS**.

for **GS FOUNDATION**

Managing Director, P



for KIET Group of Institutions



1 OF 4

Standard Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.ahikostamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The responsibility of checking the authenticity is on the users of the certificate.
3. In case of any dispute, please contact the Government of Delhi.

MEMORANDUM OF UNDERSTANDING

BETWEEN

GS FOUNDATION

AND

KIET GROUP OF INSTITUTIONS, GHAZIABAD

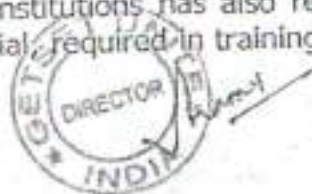
This agreement made and entered into at DELHI on this 11th day of September 2016 between **GS FOUNDATION**, a **NON PROFIT ORGANISATION** incorporated under the provisions of Companies Act, 1956, having its registered office at T-150, S.T.NO-7, Delhi-110053 (hereinafter referred to as **GS**, which expression shall unless excluded by or repugnant to the context shall mean and include its successors in interest and permitted assignees), acting through its Director/Authorized signatory **SHAHNAWAJ ALAM**, duly authorized vide Board Resolution in this regard, party of the **FIRST PART**;

and

KIET GROUP OF INSTITUTIONS is an educational organization with all modern facilities functioning at 13 KM Milestone, Delhi Meerut Road, Ghaziabad, Uttar Pradesh-201206 since 1997 (year). KIET Group of Institutions is represented herein by Director (hereinafter referred to as KIET Group of Institutions which expression shall unless repugnant to the context mean and intrude its successors and assigns) of the **OTHER PART**.

WHEREAS

- A. GS is an entity inter alia engaged in providing training integrated education solution by introducing new teaching method and product in various colleges and centers.
- B. GS is a one-stop service provider for companies of all size and industry and provide a detailed overview of company registration requirements, procedure, and timeline for registering a company in India/abroad.
- C. GS has also developed the Training Resources material required in providing education or training in Start up.
- D. KIET Group of Institutions being desirous of establishing a Startup-MBA cell for providing training / education in entrepreneurship.
- E. KIET Group of Institutions has also requested GS to provide the Training Resources material required in training and for conduct of the Startup-MBA cell



of the KIET Group of Institutions and GS has expressed its willingness to supply the same with/without any fee hereinafter mentioned.

- F. KIET Group of Institutions has also requested GS for the use of the technical know-how, expertise and knowledge, providing eminent speakers from corporate required for conducting training courses at a fee / remuneration decided mutually.
- G. The use of trade names, Logos, technical know-how, training resources material, advertise such association or invite applications for admission to any course conducted by it, not to print any stationary including invoices, receipts, brochures, handbills, inserts which has any information related to association or course and / or any promotional material, all the above mentioned rights would be provided only after the execution of the final agreement. If not followed then shall be considered as breach of terms of this MOU and this MOU would be liable for termination by GS upon such act by KIET Group of Institutions.
- H. The Parties now wish to enter into this Agreement and record the terms and conditions on which this Agreement shall subsist.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

RESPONSIBILITIES OF KIET GROUP OF INSTITUTIONS

- 1 KIET Group of Institutions will not pay any amount to GS for setting up the Startup-MBA cell for the period of Aug 2016 - July 2017.
- 2 KIET Group of Institutions shall provide its infrastructure facilities as agreed upon which includes the following:
 - A dedicated Room for Start up- MBA cell equipped with all basic amenities like Computer Systems, furniture, Air conditioner, Telephone, etc.
 - High Bandwidth Internet Connection
 - Other basic amenities like drinking water and washroom should be made available on the premises.
- 3 KIET Group of Institutions shall provide adequate security and support to the trainers/speakers and other staff member of GS .
- 4 KIET Group of Institutions shall arrange necessary equipments for practical training to the students. The hire charges on equipments for the training will be borne by KIET Group of Institutions, if any.
- 5 In the event of any dispute with candidate, KIET Group of Institutions shall be the only party to resolve the issue.

RESPONSIBILITIES OF GS



- 1 GS shall help in setting up of Start up-MBA Cell at Department of MBA, KIET Group of Institutions, Ghaziabad without any fee.
- 2 GS shall provide the guidance to the students on regular basis towards conversion of Idea to Business Idea.
- 3 GS shall help in organizing various events to motivate and involve students in Start up.
- 4 GS shall invite trainers / speakers / experts in the fields for the students at Department of MBA, KIET Group of Institutions, Ghaziabad. All related expenditures and honorarium to speakers are to borne by KIET Group of Institutions.
- 5 GS shall invite Corporate funders, venture capitalist and other investors for providing opportunities to students of Department of MBA, KIET Group of Institutions, Ghaziabad to start their start up .
- 6 This MOU shall be valid for a period of one year from this date and can be renewed for a further period on mutual consent.

List of Coordinators from both the parties are given below.

GS FOUNDATION

General Management

: Mr. Shanu Alam

KIET Group of Institutions

Chairperson

: Dr. K.R. Chaturvedi

General Management & Cell Incharge

: Dr. Prateek Gupta

General Management & Cell incharge

: Dr. Deepa

In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first herein above written.

for GS FOUNDATION

Managing Director

Witnesses:

1. Dr. Prateek Gupta
2. Dr. Deepa



for KIET Group of Institutions



MEMORANDUM OF UNDERSTANDING

BETWEEN

KGS ADVISORS LLP

AND

KIET GROUP OF INSTITUTIONS, GHAZIABAD

This Memorandum of Understanding ("MOU") is made and entered into at DELHI on this 19th day of September, 2016 by and between:

1. **KGS ADVISORS LLP** having its office at 3/14, Asaf Ali Road, New Delhi-110002 (hereinafter referred to as the "**KGS**" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) acting through its Director/Authorized signatory **TRIPTI SHINGHAL SOMANI**, duly authorized vide Board Resolution in this regard, party of the **FIRST PART**; and

2. **KIET GROUP OF INSTITUTIONS** is an educational organization with all modern facilities functioning at 13 KM Milestone, Delhi Meerut Road, Ghaziabad, Uttar Pradesh- 201206 since 1997 (year) (hereinafter referred to as the "**KIET**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) acting through its Director, party of the **SECOND PART**.

KGS and KIET may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- A. KGS is an advisory firm with rich & wide experience and has been providing a wide array of Accounting, Auditing, Taxation, Legal, Business Advisory, Market Research and B2B Handling services to various enterprises.



- B. 'KGS' is a one-stop service provider for companies of all size and industry and provide a detailed overview of company registration requirements, procedure, and timeline for registering a company in India/abroad.
- C. 'KGS' has also developed the Training Resources material required in providing education or training in Startup.
- D. KIET being desirous of establishing a Startup-MBA cell for providing training / education in entrepreneurship.
- E. KIET has requested 'KGS' to assist in providing training and conducting of the Startup-MBA cell of the KIET and KGS has expressed its willingness to supply the same as per the mutually agreed terms and conditions of this MOU.
- F. KIET Group of Institutions has also requested 'KGS' for providing eminent speakers from corporate required for conducting training courses for the use of the technical know-how, expertise and knowledge.
- G. The use of trade names, Logos, technical know-how, training resources material, advertise such association or invite applications for admission to any course conducted by it, not to print any stationary including invoices, receipts, brochures, handbills, inserts which has any information related to association or course and / or any promotional material, all the above mentioned rights would be provided only after the execution of the agreement by the Parties.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and understandings set forth in this MOU and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

I. SCOPE OF SERVICES:

KIET hereby appoints KGS for providing training services and conducting of the Startup-MBA cell of the KIET on a non-exclusive basis one year or it can be extended further by mutual arrangement between the Parties in writing. In additional to this KIET has also requested KGS to provide eminent speakers



from corporate as per the education industry standards for conducting training courses to provide the technical know-how, expertise and knowledge to the Startup-MBA cell of the KIET in accordance with the terms and conditions of this MOU.

2. RESPONSIBILITIES OF KIET:

- (a) **Payments and Consideration:** In consideration of the Services to be rendered by KGS to KIET, KIET shall pay fees to KGS ("Fees") within thirty (30) days of KGS raising an invoice on KIET, if any. Fees will be mutually decided by the Parties depending on the assignment and amount of involvement of efforts.
- (b) It is clarified that KIET shall bear all the cost of its manpower, including compensation, travel, communication and other related expenses, in connection with the Services provided by KGS to KIET.
- (c) It is hereby clarified that besides the Fees as determined, service tax or similar taxes as may be leviable on such Fees shall be charged extra by KGS on the KIET and KIET shall be liable to pay such gross billed amount including applicable taxes thereon.
- (d) KGS will not charge any amount or fee from KIET for providing few initial complementary lectures in relation to setting up the Startup-MBA cell and building long term professional relationship with KIET.
- (e) KIET shall provide its infrastructure facilities as agreed upon which includes the following:
- A dedicated Room for Startup-MBA cell equipped with all basic amenities like Computer Systems, furniture, Seating Chairs / sofas, Air conditioner, Telephone, White Board, Pin Board, and Motivational Pictures etc.
 - High Bandwidth Internet Connection.
 - Other basic amenities like drinking water and washroom should be made available in the premises.
- (f) KIET shall provide adequate security, co-operation and support to the trainers/speakers/guests and other staff member of 'KGS'.



(g) KIET shall arrange necessary equipments for practical training to the students. The hire charges on equipments for the training will be borne by KIET, if any.

(h) In the event of any dispute with candidate, KIET shall be the only party to resolve the issue.

3. **RESPONSIBILITIES OF KGS:**

(a) 'KGS' shall assist in setting up of Startup-MBA Cell at Department of MBA, KIET as per the terms and conditions mentioned under this MOU.

(b) 'KGS' shall provide the guidance to the students of KIET through the Startup-MBA Cell on regular basis towards conversion of Idea to Business Idea.

(c) 'KGS' shall help in organizing various events to motivate and involve students in Start up at KIET under Startup-MBA Cell.

(d) 'KGS' shall invite trainers / speakers / experts in the fields for the students through Startup-MBA Cell. All related expenditures and honorarium to speakers are to borne by KIET.

(e) 'KGS' shall help in inviting Corporate Funders, Venture Capitalist and other Investors for providing opportunities to students through Startup-MBA Cell.

4. **DEFINITIVE AGREEMENT:**

The Parties agree that they would endeavor to enter into a long form definitive agreement within a period of 30 (Thirty) days (or such mutually agreed period) from the MOU effective Date.

5. **TERM AND TERMINATION:**

The MOU shall be effective from the date of signing of last Party ("MOU Effective Date") for a period of 12 (twelve) months and can be renewed for a further period on mutual consent. Parties hereby agree that KIET shall not have any right to terminate this MOU without the prior written consent of KGS or this MOU shall terminate immediately upon Parties entering into a definitive agreement.



6. **GOVERNING LAWS AND DISPUTE RESOLUTION :**

This MOU shall be governed in all respects by and be construed in accordance with the laws of Republic of India and the Courts of Delhi shall have the exclusive jurisdiction.

7. **ASSIGNMENT:**

The rights, interests and liabilities under this MOU may be assigned by either party to any other entity that may be created for performing and executing the terms of this MOU with mutual understanding and prior written approval.

8. **LIST OF CO-ORDINATORS:**

KGS ADVISORS LLP

General Management : Ms. Tripti Singhal Somani

KIET Group of Institutions

Chairperson : Dr. K.R. Chaturvedi (HoD-MBA)

Cell Incharge & Coordinator : Dr. Prateek Gupta

Cell Incharge & Coordinator : Dr. Deepa

9. **CONFIDENTIALITY**

For the purpose of this MOU Confidential Information shall mean any and all information, which is supplied or disclosed, directly or indirectly, in oral/writing or in any other means, by each Party to the other including, but not limited to any documents either originals or photo copies, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential.

All Confidential Information shall remain the exclusive property of each Party as well as all patent, copyright, trade secret, trade mark and other intellectual property rights therein. Neither party shall use any confidential information it receives from the other party otherwise than for the purposes of the co-ordinated partnership or for the purpose of fulfilling a statutory, legal or parliamentary obligation.



10. LIABILITY:

Any liability which arise on act of the Parties during the execution of this MOU and the agreement, will be borne by each of them i.e. individually rather than collectively.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding of the day, month and year first herein above written.

For and on behalf of
KGS (KGS Advisors LLP)

For and on behalf of
KIET (KIET Group of Institutions)

Tripti Somany



Director/Authorised Signatory
FOR
Name: **Ms. Tripti Singhal Somany**
Designation: **Managing Director & CEO**

Director/Authorised Signatory
Name: **Dr. J. Girish**
Designation: **Director**

Witnessed by:
Name: *Dr. DEEPA*
Address: *33, Satish Park
Modinagar.*

Witnessed by: *[Signature]*
Name: **Dr. Prateek Gupta**
Address: **84, Devi Nagar
S.K. Road, Meerut**

Memorandum of Understanding

This MOU dated 28/04/2016 has been entered in between **ASPIREVISION TECH EDUCATION PVT. LTD.**, a leading education consultancy in India having association with branded companies and provides professionals training services / guidance to engineering students. Further Aspirevision Tech Education Pvt. Ltd, is the **Microsoft Authorized Education Partner (Authorization Number-V91233)**, here under, referred as **the first party** including their authorized representative and assignee.

And

KIET Group of Institutions, Ghaziabad, Uttar Pradesh, a leading Technical and Management Institute having requisite infrastructural facilities including labs, seminar hall and conference room managed by competent faculty and staff, here under, referred to as **the second party** including their authorized representative.

This MOU witnesses as under:-

1. **That both the parties** enter into this agreement in keeping with the government policies to promote employability of the students by providing training, guidance and certifications to them in advance & updated technology in designated fields so as to become an effective element of 'Make in India' program of the Govt. of India
2. **That both the parties** do realize that advance and enabling technologies in the field of Information Technology and Electronics engineering as required in industries are generally not provided to the students for improving their employability.
3. **That the second party** in consideration of above facts dedicates to **the first party**, a lab of 50 students capacity for whatever program the first party at any time of the year wishes to conduct for the institutions in the district of Ghaziabad per the need.
4. **That the first party** is please to designate the **second party** as **the exclusive Authorized Test Center of Microsoft Technology Associate** for the district of Ghaziabad with effect from the date of this MOU.
5. **That the first party** has the mandate of **M/s Microsoft Technology Associate** for declaration of the test centre as in clause 4 above. Further, no monitoring consideration in respect of test centre are **payable by second party to the first party**.
6. **That the second party** accredited as **Microsoft Testing Centre for conducting MTA examinations for students / Institutions Ghaziabad district**; can use **Microsoft logo for branding and promotion purposes through all Medias**.
7. **That both the parties** agree to popularize various programmes of the first party keeping in view the paying capacity of the poor, and deserving students as a noble social cause.

8. That the cost , duration and the type of training program being conducted by **the first party would be decided in consultation with the second party**, keeping mutual interest in mind as well as that of the students
9. That the first party in near future, would render all help and assistance to the second party so that the second party could become an **established IT Academy** of the Microsoft Technology Associate on regionalbasis.
10. First Party will conduct 2 workshops for 2 days or 1 workshop for 5 days as per the second party. Accommodation, Food & Travelling of the resource persons will be provided by the college.
11. First Party will sponsor free MTA Certification for maximum 10 Faculties of CSE Department.
12. 50% of the payment will be made to the First party in advance and 50% after the completion of training program.

The MOU is hereby signed by respective authorities as under:-

Aspirevision Tech Education Pvt.Ltd.

Abhishek
(Signature) **Director**

(ABHISHEK SINGH RATHORE, ASPIREVISION TECH EDUCATION PVT.LTD,
DIRECTOR) Contact Details:-Mobile No. 09717310301 E-mail:-abhishek@mtaeducation.in
The First Party

02/05/2016
(Signature) **Director**
(KIET Group of Institutions, Ghaziabad, Uttar Pradesh)
KIET Group of Institutions
Ghaziabad
Authorized Signatory

Name *Dr. J. Giresh*
Email id - *director @ ki et . edu / j . giresh @ ki et . edu*
Contact *01232 - 228224*

The Second Party

This is to Certify

Aspirevision Tech Education Pvt. Ltd.

is authorized as a

**Microsoft Authorized Education Partner
- Academic Volume Licensing**

from 23 November 2015

until 22 November 2016

Authorization Number : V91233



 Microsoft

AEP
Authorized Education
Partner

Thank you for your commitment as a Microsoft Authorized Education Partner. Your great work is helping students and teachers everywhere realize their full potential through creative ICT solutions. By achieving this certification, you have demonstrated that you have the appropriate knowledge and expertise to deliver excellent service to your customers and stand out from the competition.

Anthony Salcito

VICE PRESIDENT, Worldwide Public Sector Education

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Please specify your country and either a city / town or a partner's name; then click the 'search' button



Click the + icon to see all of the Partner's competencies

1 Results

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Of 1



Company / Address	Phone Number	Email	Competencies Held
Aspirevision Tech Education Pvt. Ltd. 105 Bara Sirohi IIT Kanpur Kanpur Uttar Pradesh 208026	+1 8853415444		Network Member

Thank You for your interest in the MTA program!

The information furnished in this application will be used by CyberLearning and affiliated companies in assisting CyberLearning in its process of determining the applicant's eligibility as a prospective MTA Campus Licensee, and in processing the order. The completion of this application places no obligation on either CyberLearning or the applicant.

All fields are mandatory.

Name of the Institution

KIET Group of Institutions, Ghaziabad

Certiport ID
(if available)

MS ITA ID
(if applicable)

Campus Address
(where MTA License will be used)

13, KM STONE, GHAZIABAD-MEERUL ROAD,
GHAZIABAD - 201206 (U.P.) INDIA

Courses offered

B.Tech, MTech, MBA, MCA, BPharm, MPharm

University Affiliation(s)

AKTU, LUCKNOW (U.P.) - INDIA

Other Campus location(s)

Authorized Contact for the Institute

Name: Dr. Vineet Sharma
Title: HOD, CSE
Contact No.(s): 9811139463

Prof. Sanjeev Yadav
Addl HOD, CSE
9411808080

Email (s)*

vineet.sharma@kiet.edu | sanjeev.yadav@kiet.edu

*All communications on the program will be directed to this address.

Website

www.kiet.edu

Please check the technical readiness of your center by visiting the following link:
<http://www.certiport.com/portal/common/pagelibrary/techRequirements.htm#MTA>

Is your center technically ready to deliver the MTA exams: YES / ~~NO~~ YES

Need Assistance? Call CyberLearning National Helpline - 0 8010 022 022

DECLARATION

I/we understand and agree:

- That I/we have obtained the necessary consent & approval required in connection with the execution, delivery and performance of the obligations under this arrangement. And if there is any change in the applicant, I/we will inform India CyberLearning Pvt. Ltd. (CyberLearning) about same promptly.
- That there are no lawsuits, proceedings, actions, arbitrations, claims or governmental investigations, inquiries pending or threatened, at law or in equity, against me/us which questions the legality, validity or propriety of the transactions contemplated hereby.
- That the MTA Campus License fee has to be paid in the requisite amount in the form of a At Par current dated cheque/draft/online transfer in favor of **India CyberLearning Pvt. Ltd.** payable at New Delhi.
- That we are eligible to acquire MTA products as we manage and operate a qualified educational institution as defined on http://www.certiport.com/Portal/desktopdefault.aspx?page=common/pagelibrary/MTA_qualified-institution.html and that we have verified that we are a eligible academic institute as per the criteria given on the above Certiport link.
- That the technical training shall be conducted by CyberLearning OR any organization appointed by CyberLearning (as the case may be) using remote technologies such as web meeting at no cost to us.
- That CyberLearning shall provide soft copies of all the promotional material and sample hard copies of the marketing collateral.
- To provide periodic reports to CyberLearning giving details of students enrolled for the contemplated programs at my/our center in the format & frequency prescribed by CyberLearning from time to time.
- To indemnify, defend and hold harmless CyberLearning & its associates from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by the testing center of any representation, warranty, inappropriate usage of any of the logos or covenant set forth in the contemplated arrangement. To also indemnify, defend, and hold harmless CyberLearning of and from any claims by or liability to any third party for any loss, damage, or injury to persons or property arising from the breach of any of testing center's obligations to ensure that Examinee data is kept confidential.
- That I/We are able to sign /accept online agreement(s) as given on www.certiport.com including the ATC agreement, Proctor agreement and associated logo license agreements. I/We understand that it may take up to 3-5 business days for our center to be activated from the date of signing of the above agreement(s); receipt of completed application form & receipt of agreed payments by CyberLearning.
- That in all materials generated and published by us to market the contemplated Products and Services, and in all physical locations occupied by us, we shall identify ourselves as an "MTA Authorized Testing Center." Locations and publications as referenced herein include but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities, with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of the respective providers.
- We hereby grant to CyberLearning and its associates the right to use our name, our logo etc. as a reference account in the marketing/promotional materials.
- That CyberLearning may perform periodic compliance audits of the testing location.

I/We certify that all information provided by us in this application form and on any attachments provided by me/us are true to the best of my/our knowledge. I/We authorize CyberLearning to verify any information from whatever source it deems appropriate. I/We understand that any misrepresentation in any of the above may result in rejection of this application/termination of my MTA Testing Center.

Authorized Signature (with Institute's Official Seal)

Space for authorized signature and the Institute's Official Seal

Director
KIET Group of Institutions
Ghaziabad

14/06/2016
Date: DD/MM/YYYY



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Technology
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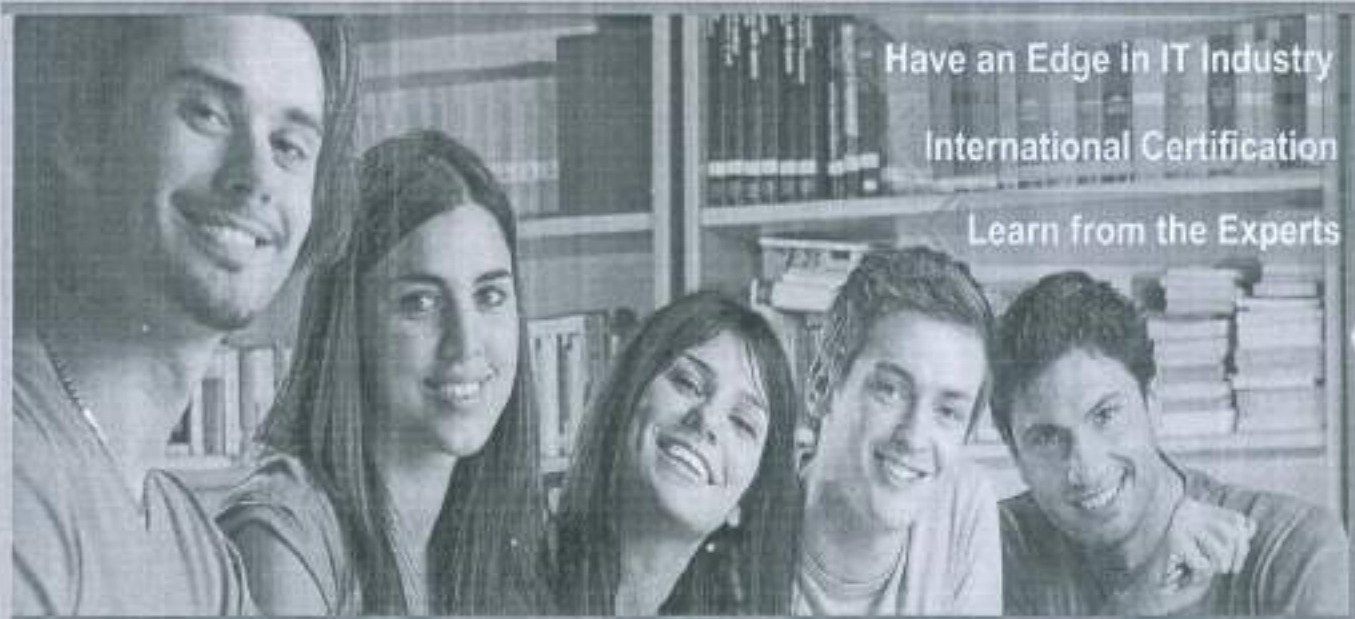
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Partner Id : 4657986

Microsoft

Technology Associate

SUMMER TRAINING PROGRAM 2016



Have an Edge in IT Industry

International Certification

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Asp.Net with C#



Php-MySql

Core with Android

Duration- 4/6 Weeks

Networking



+91-8933996633



Microsoft

AEP

Authorized Education Partner

Associate Partner



What is the Microsoft Technology Associate certification?

The Microsoft Technology Associate certification is an entry-level certification designed to help individuals take the first step toward a career as an IT professional or developer.

An MTA certification is based on 70 percent knowledge and 30 percent skills. The next step in the Microsoft certification path is Microsoft Technology Specialist (MCTS), which requires hands-on experience with the Microsoft technology platform.

What do I get when I earn a Microsoft Certification?

Earning an MTA certification can help you stand out when you are applying to colleges or for internships. This certification helps prove your knowledge of fundamental technology concepts. Having a validated certification from Microsoft can help you launch a successful career.

Earning an MTA certification can be the first step toward becoming a Microsoft Certified Technology Specialist (MCTS). When you earn an MTA certification, you become a member of our Microsoft Certified Professional (MCP) community. You get access to members-only benefits.

Student's Benefits

Best Courses at par with the best in the industry on.
Get the Free Microsoft International Certificate of course completion & increase your employability in the IT industry.

Provides in depth Industry Knowledge of the function for which they plan to specialize.*

Give the students a chance to apply into actual practice the fundamentals that they learnt.

The training program has different packages designed to suit the unique skills and ability of every students.

Duration

The duration of Summer Training is 4-6 weeks.

The classes shall be held 5-6 days a week.

There will be different time slots.

The training and project work will be conducted in Batches.

Fee Structure

S.No	Technology	Duration	Course Fee*	No. of Students
1	Core with Android	90 Hrs	5000	40-50
2	Asp,Net with C#	90 Hrs	4500	40-50
3	PHP with MySql	80 Hrs	4500	40-50
4	Networking	75 Hrs	4500	40-50

For Registration & more details visit www.mtaeducation.in

*Inclusive Service Tax + Swachh Bharat cess @ 14.5% on course fee.

100% Students Satisfaction

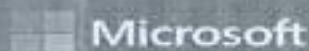
*Free Microsoft International Certificate with all the courses.

We provide the best quality training to the students. The curriculum of our all courses has been designed with forward looking approach by industry experts. This approach ensures that every student experience the highest quality training to produce the most successful outcome.

Industry Oriented project will be done by all the students.

Our Training will be based on project which will have the practical exposure. The entire courses are project based in which students learn about particular technology first and then with help of our industry experienced trainers they make their own project.

The projects assigned to the students can be live also depends on the student performance



AEP
Authorized Education
Partner



aspirevision Tech
Education Private Limited

Microsoft | Technology Associate

Training Details

The training is named as **Project Based On Campus Training Program**.

Training will be done on the technology selected by college or students.

The duration of the training is 80-100 hours. The training will be held in a scheduled manner.

The duration shall be from morning 10:00 AM to evening 4:00 PM weekdays or weekend as per college schedule.

As per the Institute requirement trainer can be called on other holidays. Prior information will be given by college.

the Students will go through Microsoft Certification (MTA) after the completion of the Training.

College will get 1 free workshop for 2 days in any technology

Certificate & Project letter

Student will get a Microsoft International Certification (MTA) from Microsoft.

A Training Certificate & Project letters will also be provided to the students for their respective training Programs.

For International Certifications, students will undergo online certification exams which company will conduct after the course completion.

The costing of the international certificates will be heard by us.



Why Choose Aspirevision Tech Education Pvt Ltd?

We are authorized partner to conduct the Certification exams for Microsoft, Adobe, Autodesk & IC3.

Unmatched Quality- We provide the best quality training to the students.

You get associated with No. 1 IT Company.

Get Microsoft International Certificate, Training certificate and Project letter on successful completion of program.

Our entire courses are project based in which students learn about particular technology first and then with help of our industry experienced trainers they make their own project.

We provide the best quality training to the students in the Summer & Winter Training Program

Our Trainers have extensive professional experience in the integration of complete technology based

About Us

We (Aspirevision Tech Education Pvt Ltd) would like to introduce ourselves as the best organization in IT & Software training for students & individuals. Companies always look for candidates who are technically sharp, creative, with analytical bent of mind. They are in search of people who don't need training and can immediately start working. Keeping all these factors we are determined to increase the employability skills of students who need not to wait for getting the jobs.

Aspirevision Tech Education Pvt. Ltd is one of the best training organization which has trained more than 4500 students across country. Aspirevision Tech Education Pvt. Ltd learning Partner Microsoft which is fulfilling the student's expectation for many years. The high level of professionalism and experience of the company's Training staff is a highlight of the training programs. Our Trainers includes some of Top MNCs developers & training team and innovators in the field. All our Training members have extensive professional experience in the integration of complete technology based approaches in their respective fields. We provide the best quality training to the students in the Summer & Winter Training Program

Our entire courses are project based in which students learn about particular technology first and then with help of our industry experienced trainers they make their own project.

We are authorized training and certification partner of Microsoft learning for different locations across the country, Uttar Pradesh, Delhi NCR, Punjab, Haryana, Rajasthan (North), Telangana, Andhra Pradesh, Karnataka (South) West Bengal, Orissa, Assam (East).

The program "Microsoft Summer Training Program 2016" Location (Punjab, Kolkata, Noida, Hyderabad, Lucknow, Allahabad, Jaipur, Bhopal, Kanpur & Dehradun) will be conducted during summer vacation. The program has been successfully running for the last One years.

Thanks & Regards

[Aspirevision Tech Education Pvt Ltd] -| Microsoft Technology Associate || Adobe Certified Associate (Partner) | AutoDesk Certification (Partner) | ComPITA Certification (Partner) | IC3 Certification (Partner) ||

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