



**SHIVALIK**  
**COLLEGE OF ENGINEERING**

# **Shivalik College of Engineering**

Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun

**Sihniwala, P.O. Sherpur, Shimla Road, Vikasnagar, Uttarakhand 248197**

**E-copies of Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the last five years (2017 -2022)**

**INDEX**

<b>Sr. No</b>	<b>Organization with which MoU is signed</b>	<b>Year of signing</b>	<b>Duration</b>
<b>1</b>	Ennoble IP & Council of Industrial Innovation and Research B-17,First ,Sector 6 Noida 201301 ,Uttar Pradesh	2022	<b>5 years</b>
<b>2</b>	Deep Engineers & sons ,F-287,Phase 8B,Industrial Area,SAS Nagar Mohali Punjab	2022	<b>5 years</b>
<b>3</b>	Slog Solutions Pvt.Ltd.,2nd floor ,Jain Complex ,Opposite Hotel Saffron Leaf ,GMS Road Dehradun	2021	<b>5 years</b>
<b>4</b>	ILEADS Auxiliary Services PVT.Ltd. Dehradun ,Kailash tower ,Dwarka store ,New R, Dehradun ,Uttarakhand 248001 Uttarakhand	2021	<b>5 years</b>
<b>5</b>	Naya Savera Society pashupatinath Encalve Phase 1,Lower Nehrugram Dehradun	2021	<b>5 years</b>
<b>6</b>	FABX Engineering LLP ,F-84,SIDCUL ,Selaqui Dehradun 248187	2021	<b>5 years</b>
<b>7</b>	Dixon Technologies India Ltd. Khasra 262M ,Selaqui Dehradun 248011	2021	<b>5 years</b>
<b>8</b>	CAD Skill Solution ,@nd Floor ,Thakur Complex ,Barra Bypass Chauraha Kanpur	2021	<b>5 years</b>
<b>9</b>	Blue Water Trade Winds Private Ltd.,4- siddhart enclave ,GMS road Ballupur ,Dehradun ,Uttarakhand 248001	2021	<b>5 years</b>
<b>10</b>	Amber Enterprises India Ltd,H-23,Integrated Industrial Estate ,Selaqui ,Uttarakhand 248197	2021	<b>5 years</b>
<b>11</b>	Ensino Research and Development Pvt. Ltd.,144-Usha Complex GMS road Ballupur ,Dehradun ,Uttarakhand 248001	2019	<b>5 years</b>
<b>12</b>	Value Project Consulting ,13 A,Block A,Industrial Area,Sector 62,Noida ,Uttar Pradesh 201309	2019	<b>5 years</b>
<b>13</b>	Red hat Pvt.Ltd,Mumbai	2019	<b>1 year</b>
<b>14</b>	ICT Academy ,ELCOT Complex,2-7 Developed Plots ,Industrial Estate ,Perungundi ,Chennai -600096,Tamil Nadu ,India	2018	<b>1 year</b>
<b>15</b>	TPC Consultants 2nd Floor ,SR Tower ,Shival Enclave ,GMS Road Dehradun Uttarakhand	2017	<b>2 year</b>

**Year wise Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the last five years (2017 -2022)**

Sr.No.	Year	Number of MOU	Duration
1	2022	2	5 years
2	2021	8	5 years
3	2019	3	5 year and 1 year
4	2018	1	1 year
5	2017	1	2 year
Total no. Of MoU		15	

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**Director**

**MEMORANDUM OF UNDERSTANDING  
FOR  
GETTING ASSOCIATED FOR RESEARCH AND INNOVATION ACTIVITIES WITH  
SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF  
PROFESSIONAL STUDIES DEHRADUN, SHIVALIK COLLEGE OF PHARMACY  
DEHRADUN**

This Memorandum of Understanding (MoU) is made on this the 09<sup>th</sup> day of FEB 2022 by and between

**Shivalik College of Engineering Dehradun, Shivalik Institute of Professional Studies Dehradun, College of Pharmacy Dehradun** having its address at P.O, Shimla Bypass Road Shiniwala, Sherpur, Uttarakhand 248197 (Hereby referred to as **"SCE, SCOP & SIPS"** which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, group institutions etc.).

AND

**Ennoble IP (EIP) & Council of Industrial Innovation and Research (CIIR)** having its offices at B-17, First, Sector 6 Noida 201301 Uttar Pradesh, which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs etc.).

**1. BACKGROUND:**

- 1.1. **Shivalik College of Engineering (SCE) Dehradun**, is one of the leading engineering colleges in Uttarakhand in terms of quality education. With a lush green eco-friendly campus spreading over 20 acres. SCE is affiliated to Uttarakhand Technical University. The college offers B.Tech and Diploma in Engineering. Admission in SCE is based on the merit obtained in the entrance test for B.Tech. For admission in Diploma in engineering, the admission is based on the merit obtained in the qualifying examination. **College of Pharmacy, Dehradun (COP)** The institute offers D.Pharm and B.Pharm courses. **Shivalik Institute of Professional Studies, Dehradun (SIPS)** The institute offers a BBA and B.Sc program in the discipline of Business Administration and Agriculture respectively. All above colleges are under the aegis of Rijan educational society.
- 1.2. **Ennoble IP** is an intellectual property and research KPO firm. The firm is established by a group of technical Experts and IP lawyers. Ennoble IP assist clients in all fields of intellectual property including patents, trademarks, copyright, designs, plant variety protection, geographical indications – from its development to its monetization and in Research and innovation.
- 1.3. **Ennoble IP** also conducts hands-on workshops, lecture series and seminars to educate and train the in-house personnel of companies, educational institutions, government and semi-government bodies towards aspects of research, innovation, design thinking, incubation and creation, management and commercialization of IP.

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- 1.4. **Ennoble IP** with its product **E-SUITE**, handhold universities to strong research and development ecosystem through funded and sponsored projects, industrial and government tieup and foreign collaborations. EIP helps to get **SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHRADUN** NAME best rank and accreditations.
- 1.5. **COUNCIL OF INDUSTRIAL INNOVATION AND RESEARCH** is section 8 Not-For-Profit organization. CIIR is the leading research and innovation organization of India. It is known for the Think tank innovation pool and for our cutting edge R&D knowledgebase in various science and technology areas. We are new generation. We are pool of Innovators and scientists working on futuristic innovation to make society a better place. CIIR covers wide spectrum of science and technology innovations with cumulative experience of more than 150 years. We work on providing significant technology in many areas which had direct impact on society, we covering areas from physics, geophysics, chemicals, drugs, genomics, biotechnology and nanotechnology to mining, aeronautics, instrumentation, environmental engineering and information technology.
- 1.6. Whereas, **SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHRADUN** NAME is desirous of getting associated with **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** for Developing Innovation and Research services with the following primary objectives:
- 1.6.1. Facilitate in developing IP cell with all the activities mentioned in the proposal and mutually agreed (Annexure A)
  - 1.6.2. Facilitate patent searching, drafting and patent filing.
  - 1.6.3. Facilitates in patent prosecution cycle
  - 1.6.4. Provide complete IP management
  - 1.6.5. Encourage creativity and innovation.
  - 1.6.6. Organize training programs, seminars and workshops.
  - 1.6.7. Encourage creativity and innovation.
  - 1.6.8. Recommend initiatives to sensitize and strengthen **SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHRADUN** NAME on Research
  - 1.6.9. Recommending and creating IP and Startup Policy for Institution
  - 1.6.10. Facilitation in technical writing
  - 1.6.11. Facilitation in government and Industry funded or sponsored project
  - 1.6.12. Hand hold in preparing for different accreditation and ranking
  - 1.6.13. Revision of employment letter to protect **SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHRADUN** NAME Intellectual Property

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



2. **RESPONSIBILITIES OF ENNOBLE IP & COUNCIL OF INDUSTRIAL INNOVATION AND RESEARCH (CIIR):**

- 2.1. To act as a resource body to handle the complete innovation and research activities of the **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHARDUN NAME.**
- 2.2. Offer total support and guidance in the field of IP, on paid and complementary basis as the case may be.
- 2.3. To act as a resource body for rendering research & innovation training programs, conducting seminars and workshops including development of program structure and module development.
- 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 **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHARDUN NAME.**
- 2.6. To look accreditation and ranking system of the **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHARDUN NAME** and carry out related activities required for the same.

3. **RESPONSIBILITIES OF SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHARDUN NAME:**

- 3.1. To provide infrastructure and administrative support as in case required for related activities.
- 3.2. To encourage the faculty members and students to associate with sensitization programs on research and innovation.
- 3.3. All other support and assistance that would be required in seamlessly carrying on all the activities which are part of this MoU.

4. **INVOICING**

- 4.1. **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** will raise an invoice according to the type of project (pricing in annexure).
- 4.2. **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** will raise invoice for government and Publisher fee in advance.
- 4.3. **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHARDUN NAME** shall make the payment towards the invoice raised by **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** within 10 days of receipt of the invoice.
- 4.4. All Invoice will be generated as per mutual price agreed and payment will be done only after completion of each activity as per the Annexure A.

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9/12/22



5. **INTELLECTUAL PROPERTY RIGHTS:**

- 5.1. All intellectual property rights in the training material provided by the Ennoble IP & Council of Industrial Innovation and Research (CIIR) and the method of training used by Ennoble IP & Council of Industrial Innovation and Research (CIIR) will solely vest with **Ennoble IP & Council of Industrial Innovation and Research (CIIR)**.

6. **COORDINATION AND CONTACT PERSONS:**

- 6.1. For **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** : The contact person at Ennoble IP & Council of Industrial Innovation and Research (CIIR) for the purpose of services and support activities rendered under this MoU will be:

Khushal Juneja  
IP Head  
Ennoble IP & Council of Industrial Innovation and Research (CIIR)  
Mobile No.: 8285439757  
Email: [khushal@ennobleip.com](mailto:khushal@ennobleip.com)

- 6.2. The contact person at **SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHRADUN NAME** for the purpose of support activities under this MoU will be:

Dr. Kuldeep Panwar  
Dean Quality Assurance  
IQAC  
(SCE, SCOP, SIPS) Dehradun  
Mobile No:- 9760305410  
Email:- [kuldeeppanwar.kec@gmail.com](mailto:kuldeeppanwar.kec@gmail.com)

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, pandemic declared worldwide or nationwide, etc., neither **SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHRADUN NAME** nor **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** shall be held responsible for any loss or consequential loss.

8. **LIABILITIES**

- 8.1.1. **SHIVALIK COLLEGE OF ENGINEERING DEHRADUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHRADUN NAME** shall not, however, be liable for:

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- a. Any payments of claims by employees or associates of **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** or the person claiming through Ennoble IP & Council of Industrial Innovation and Research (CIIR).
- b. Discharging any financial commitments made by **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** outside the scope of this MoU and without consulting **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHARDUN, COLLEGE OF PHARMACY DEHARDUN NAME**
- c. Any suit on account of demands and other laws by **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** which have no nexus with the object of the MoU being entered into.

8.2. **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** shall not, however, be liable for:

- a. Any payments of claims by employees or associates of **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHARDUN, COLLEGE OF PHARMACY DEHARDUN NAME**.
- b. Discharging any financial commitments made by **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHARDUN, COLLEGE OF PHARMACY DEHARDUN NAME** outside the scope of this MoU and without consulting **Ennoble IP & Council of Industrial Innovation and Research (CIIR)**.
- c. Any suit on account of demands and other laws by **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHARDUN, COLLEGE OF PHARMACY DEHARDUN NAME** 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 a written notice of 3 month to the violating party. Both the parties shall comply with its pending liabilities as per the MoU.

#### 10. **AMENDMENT TO THE MoU**

The obligation of **SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHARDUN, COLLEGE OF PHARMACY DEHARDUN NAME** and **Ennoble IP & Council of Industrial Innovation and Research (CIIR)** 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 5 years from the date of signing the MoU ( w.e.f. \_\_\_/\_\_\_/\_\_\_ ) and to be renewed subsequently by mutual consent of both the parties.

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9/6/22



## 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. In case the dispute will not solved even after mutual consultation the same shall be referred to Pune Courts only.

For SHIVALIK COLLEGE OF  
ENGINEERING DEHARDUN,  
SHIVALIK INSTITUTE OF  
PROFESSIONAL STUDIES  
DEHRADUN, COLLEGE OF  
PHARMACY DEHARDUN NAME

For Ennobel IP & Council  
of Industrial Innovation  
and Research (CIIR)



( KHUSHAL JNATA )

( Vice-Chairman )

*for [Signature]*  
9/2/22



### ANNEXURE A

Fee schedule for Services

See the excel (pdf Attached)

\*TA and accommodation has to be taken care by SHIVALIK COLLEGE OF ENGINEERING DEHARDUN, SHIVALIK INSTITUTE OF PROFESSIONAL STUDIES DEHRADUN, COLLEGE OF PHARMACY DEHARDUN

S.No	SERVICES	Government Fee/unit	Professional Fee/unit	Incentives	Remarks
1	Patents	₹1,600	₹15,000	NIL	
1.1	PATENT FORM 9 (Early publication-optional)	₹2,500	₹1,500	NIL	
1.2	Patent Form 18 (Mandatory)	₹4,000	₹3,000	NIL	
1.3	Patent FER Response	As per Actuals	₹10,000	NIL	
1.4	Patent Hearing		₹6,000	NIL	
2	Design Registration	₹4,000	₹6,000	NIL	
2.1	Design Illustration		₹4,000		
2.2	Design FER Reply		₹3,000	NIL	
2.3	Design Hearing		₹5,000	NIL	
3	NAAC/NIRF/NBA related other documentation/paper to be prepared		Price will be decided as per work and will be mutually discussed. This can be done only after Due Diligence		

#### SERVICES INCLUDED IN PATENT WITH 15000 INR

Patent Searching

Patent Drafting

Patent Filing (Form 1,2,3,5)



SERVICES INCLUDED IN DESIGN PATENT WITH 6000 INR

Design Filling with relevant forms

NOTE \*Travel and Accomodation has to be taken care by University



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19/21





**MEMORANDUM OF  
UNDERSTANDING(MOU)**

**BETWEEN**

**SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN**

**&**

**SLOG SOLUTIONS PVT. LTD.**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is Entered into on this the 21<sup>st</sup> day of February Two Thousand Twenty.

### BETWEEN

**Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India** represented herein by its **Director Dr. Sandip Vijay** (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

**Slog Solutions Pvt. Ltd., 2<sup>nd</sup> floor, Jain Complex, Opposite Hotel Saffron Leaf, GMS Road Dehradun, the Second Party**, and represented herein by its **Director, Suraj Prasad Singh** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

### WHEREAS:

- A) First Party is a Higher Educational Institution named:  
**Shivalik College of Engineering, Dehradun**
- 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.

  
DIRECTOR  
Shivalik College of Engineering  
Dehradun





- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Slog Solutions Pvt. Ltd.** , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - ***Education-Training, Internships and Classes*** - - and related fields
- F) Slog Solutions Pvt. Ltd., the Second party is having its branch office at Dehradun and working in the era of Uttarakhand.

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

**CLAUSE 1 CO-OPERATION**

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

  
DIRECTOR  
Shivaji College of Engineering  
Dehradun



to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to 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.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of- **IT Industry (Software development), Electronics (Automation Industry).**





- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.

### CLAUSE 3 INTELLECTUAL PROPERTY

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

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **Slog Solutions Pvt. Ltd.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

  
DIRECTOR  
Shivalik College of Engineering  
Dehradun





- 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

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

  
First Party  
DIRECTOR  
Shivalik College of Engineering  
Dehradun

  
Second Party

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



**AGREED:**

For Shivalik College of Engineering  
Dehradun

For Slog Solutions Pvt. Ltd.

  
Authorized Signatory  
DIRECTOR  
Shivalik College of Engineering  
Dehradun

  
Authorized Signatory



Shivalik College of Engineering	Slog Solutions Pvt. Ltd.
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	2 <sup>nd</sup> Floor, Jain Complex, opposite Hotel Saffron Leaf, GMS Road Dehradun
Dr. Sandip Vijay +91 7900800057	Suraj Prasad Singh +91-9897093681
E-mails: director@sce.org.in	E-mail: info@slogsolutions.com surajsingh@slogsolutions.com
www.sce.org.in	www.slogsolutions.com

Witness1:

Witness2:



Witness3:

Witness4:



**MEMORANDUM OF  
UNDERSTANDING(MOU)**

BETWEEN

**SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN**

&

**Deep Engineers & Sons  
Mohali**

  
First Party



**DEEP ENGINEERS AND SONS**  
F-287, Industrial Area, Phase 8B  
S.A.S. Nagar, Mohali, Punjab-160055

  
Second Party

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is Entered into on this the 26<sup>th</sup> day of February 2022.

### BETWEEN

**Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India** represented herein by its **Director, Dr. Prahlad Singh** (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

**M/s Deep Engineers & Sons, F-287, Phase 8B, Industrial Area, SAS Nagar, Mohali, Punjab, the Second Party**, and represented herein by its **Managing Director, Mr. Somnath Madeshiya** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

### WHEREAS:

- A) First Party is a Higher Educational Institution named:  
**Shivalik College of Engineering, Dehradun**
- 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.

First Party



DEEP ENGINEERS AND SONS  
F-287, Tr  
S.A C  
Area, Phase 8B  
Mohali, Punjab-160001

Second Party

- E) **M/s Deep Engineers & Sons**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – ***Mechanical Component Manufacturing*** and related fields
- F) **M/s Deep Engineers & Sons**, the Second party is having its branch office at **F-287, Phase 8B, Industrial Area, SAS Nagar, Mohali, Punjab.** and working in the aera of ***Mechanical Component Manufacturing***.

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

**CLAUSE 1 CO-OPERATION**

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

  
First Party



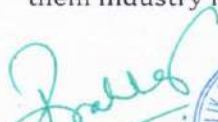
**DEEP ENGINEERS AND SONS**  
F-287, Industrial Area, Phase 8B  
S.A.S. Nagar, Mohali, Punjab-160055

  
Second Party



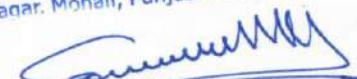
## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to 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.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of- **Engineering (Automation Industry)**.
- 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.

  
First Party



**DEEP ENGINEERS AND SONS**  
F-287, Industrial Area, Phase 8B  
S.A.S. Nagar, Mohali, Punjab-160055

  
Second Party

- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.

### CLAUSE 3 INTELLECTUAL PROPERTY

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

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **February 2022 – January 2027**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of 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

First Party



DEEP ENGINEERS AND SONS  
F-287, Industrial Area, Phase 8B  
S.A.S. Nagar, Mohali, Punjab-160055

Second Party

## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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

First Party



Second Party

A handwritten signature in blue ink, appearing to be "S. S. S.", written over a horizontal line.

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

First Party



**DEEP ENGINEERS AND SONS**  
F-287, Industrial Area, Phase 8B  
S.A.S. Nagar, Mohali, Punjab-160055

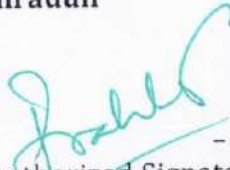
Second Party

A handwritten signature in blue ink, appearing to be "S. S. S.", written over a horizontal line.



**AGREED:**


For **Shivalik College of Engineering  
Dehradun**

  
Authorized Signatory

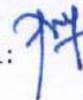



For **M/s Deep Engineers & Sons  
Mohali**

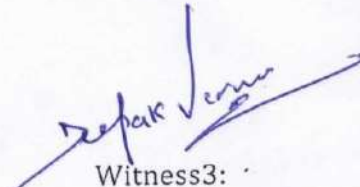
**DEEP ENGINEERS AND SONS**  
F-287, Industrial Area, Phase 8B  
S.A.S. Nagar, Mohali, Punjab-160055

  
Authorized Signatory

Shivalik College of Engineering	M/s Deep Engineers & Sons
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	F-287, Phase 8B, Industrial Area, SAS Nagar, Mohali, Punjab
Prof. (Dr.) Prahlad Singh +91 7900800057	Mr. Somnath Madesiya 9815814060
E-mails: director@sce.org.in	E-mail: deepengineersandsons@gmail.com
www.sce.org.in	

Witness1: 

Witness2: 

  
Witness3:

  
Witness4:

  
First Party



**DEEP ENGINEERS AND SONS**  
F-287, Industrial Area, Phase 8B  
S.A.S. Nagar, Mohali, Punjab-160055

  
Second Party



**MEMORANDUM OF  
UNDERSTANDING(MOU)**

**BETWEEN**

**SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN**

**&**

**ILEADS AUXILIARY SERVICES PVT LTD  
DEHRADUN**



**SHIVALIK**  
COLLEGE OF ENGINEERING

www.sce.org.in  
www.sce.ac.in

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is  
Entered into on this 24<sup>th</sup> March, 2021.

#### BETWEEN

**Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India** represented herein by its **Director Dr. S P Srivastava** (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

**Ileads Auxiliary Services Pvt Ltd, kailash tower, dwarka store, New Rd, Dehradun, Uttarakhand 248001 Uttarakhand** the **Second Party**, and represented herein by its **Human Resources, Mr Atul Shahi** hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

  
25/03/21  
**DIRECTOR**  
Shivalik College of Engineering  
Dehradun

  
24/3/2021

**WHEREAS:**

- A) First Party is a Higher Educational Institution named:

**Shivalik College of Engineering, Dehradun**

- 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) **Ileads Auxiliary Services Pvt Ltd**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fieldsof *-Accounting/Financial Services, Internships and Classes -* and related fields

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

**CLAUSE 1 CO-OPERATION**

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



significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

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

## CLAUSE 2 SCOPE OF THE MOU

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

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of- **Accounting/Financial services, Business Mapping and Lead generations.**
- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.



### **CLAUSE 3 INTELLECTUAL PROPERTY**

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

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **Ileads Auxiliary Services Pvt Ltd** Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the 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**

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

**FirstParty**  
**Shivalik College of Engineering**

**SecondParty**  
**Ileads Auxiliary Services Pvt Ltd**

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

**AGREED:**

**For Shivalik College of Engineering  
Dehradun**

Authorized Signatory

Shivalik College of Engineering  
Dehradun

**For Ileads Auxiliary Services Pvt Ltd  
Dehradun**

Authorized Signatory

GST NUMBER:-05AAECI7868R1ZN

<b>Shivalik College of Engineering</b>	<b>Ileads Auxiliary Services Pvt Ltd</b>
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	kailash tower, dwarka store, New Rd, Dehradun, Uttarakhand 248001
Dr. S.P. Srivastava +91 9411544198	Mr. Atul Shahi 7900999998
E-mails: director@sce.org.in	E-mail: atul.shahi@ileads.co.in
www.sce.org.in	www.ileads.co.in

Witness1:

24/3/2021

Witness2:

24/3/2021

Witness3:

24/3/21

Witness4:



# MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN



&

NAYA SAVERA SOCIETY

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is Entered into on this the 24th March - 2021

### BETWEEN

Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India represented herein by its Director Dr. Sandip Vijay (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

Naya Savera Society, Pashupatinath Enclave Phase 1, Lower Nehrugram, Dehradun, the Second Party, and represented herein by its Secretary, Rekha Sati (hereinafter referred to as "Second Party", Society Registration, Under Society Registration Act 1866.

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

### WHEREAS:

- A) First Party is a Higher Educational Institution named:  
  
Shivalik College of Engineering, Dehradun
- 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;



DIRECTOR  
Shivalik College of Engineering  
Dehradun

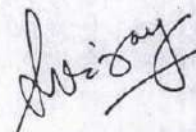
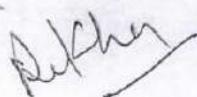


- E) **Naya Savera society**, the Second Party is engaged in Health Care, Legal aid Women and Child Development & other social Welfare - and related fields
- F) **Naya Savera Society**, the Second party is having its Head office at Pashupatinath Enclave Phase 1, Lower Nehrugram Dehradun and working in the era of Uttarakhand.

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

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential Opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
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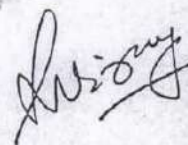
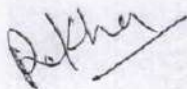


**DIRECTOR**  
Shivalik College of Engineering  
Dehradun



## 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.
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- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of- **IT Industry (Software development), Electronics (Automation Industry).**
- 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.



DIRECTOR  
Shivalik College of Engineering  
Dehradun



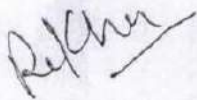
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- 2.10 First Party would not allow any other Society of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.

### CLAUSE 3 INTELLECTUAL PROPERTY

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### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **Naya Savera Society**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the 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



DIRECTOR  
Shivalik College of Engineering  
Dehradun



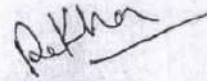
## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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DIRECTOR  
Shivaji College of Engineering  
Dehradun



Second Party

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


**AGREED:**

For Shivalik College of Engineering  
Dehradun

  
Authorized Signatory

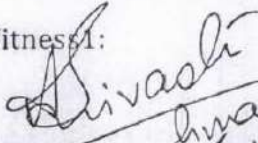
DIRECTOR  
Shivalik College of Engineering  
Dehradun

For Naya Savera Society

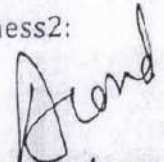
For Naya Savera Society  
  
Auth. Signatory  
Authorized Signatory

Shivalik College of Engineering	Naya Savera Society
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	Pashupatinath Enclave Phase 1, Lover Nehrugram, Dehradun
Dr.Sandip Vijay +91 7900800057	Rekha Sati +91-8476031234
E-mails: director@sce.org.in	E-mail: nayasavera1983@gmail.com
www.sce.org.in	www.nayasaversciety.org

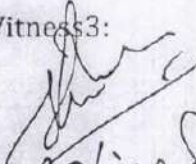
Witness1:

  
Ayushman  
Shivasthi

Witness2:

  
(Anand Kumar)

Witness3:

  
(Shiv Singh)

Witness4:

  
(Anant Singh)



**MEMORANDUM OF  
UNDERSTANDING(MOU)**

**BETWEEN**

**SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN**

**&**

**FABX ENGINEERING LLP**



**SHIVALIK**  
COLLEGE OF ENGINEERING

www.sce.org.in  
www.sce.ac.in

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is Entered into on this 24<sup>th</sup> March, 2021.


### BETWEEN

**Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India** represented herein by its **Director Dr. S P Srivastava** (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

**FABX ENGINEERING LLP, F-84, SIDCUL, Selaqui, Uttarakhand 248187, the Second Party**, and represented herein by its **HR Manager, Mr. Ravinder Singh Negi** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

  
DIRECTOR  
Shivalik College of Engineering  
Dehradun



**WHEREAS:**

- A) First Party is a Higher Educational Institution named:  
**Shivalik College of Engineering, Dehradun**
- 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) **FABX ENGINEERING LLP**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - *Information Technologies, Internships and Classes* - - and related fields

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

**CLAUSE 1 CO-OPERATION**

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



- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

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

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

prepare the students to have a smooth transition from academic to 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.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of- **IT Industry (Software development), Electronics (Automation Industry).**
- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.



### **CLAUSE 3 INTELLECTUAL PROPERTY**

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

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **FABX Engineering LLP** Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the 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**

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

First Party  
Shivalik College of Engineering

Second Party  
FABX Engineering LLP

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

**AGREED:**

For Shivalik College of Engineering  
Dehradun

Authorized Signatory

Shivalik College of Engineering  
Dehradun

For FABX ENGINEERING LLP



Authorized Signatory

GSTIN 05AAEFF3225A1Z8

Shivalik College of Engineering	FABX ENGINEERING LLP
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	FABX ENGINEERING LLP F-84, SIDCUL, Selaqui, Uttarakhand 248187
Dr.S P Srivastava +91 9411544198	Mr. Ravinder Singh Negi +91-9873177880
E-mails: director@sce.org.in	E-mail: fabxindia@gmail.com
www.sce.org.in	www.fabxengineering .com

Witness1:

Witness2:



Witness3:

Witness4:

**MEMORANDUM OF  
UNDERSTANDING(MOU)**

BETWEEN

**SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN**

&

**Dixon Technologies India Ltd**





**SHIVALIK**  
COLLEGE OF ENGINEERING

www.sce.org.in  
www.sce.ac.in

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is  
Entered into on this 20<sup>TH</sup> March, 2021.

### BETWEEN

**Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India** represented herein by its **Director Dr. S P Srivastava** (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

**Dixon Technologies India Ltd, Khasra 262M, Selaqui, Uttarakhand 248011** the **Second Party**, and represented herein by its **Human Resources, Mr. Vikas Sharma** (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

For Dixon Technologies (I) Ltd.

Authorised Signatory

  
20/03/21  
DIRECTOR  
Shivalik College of Engineering  
Dehradun

**WHEREAS:**

- A) First Party is a Higher Educational Institution named:  
**Shivalik College of Engineering, Dehradun**
- 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) **Dixon Technologies India Ltd**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - *Information Technologies, Internships and Classes* - - and related fields

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

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential Opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.



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

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

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



- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of- **IT Industry (Software development), Electronics (Automation Industry).**
- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

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

#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **Dixon Technologies India Ltd** Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the 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**

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

First Party  
Shivalik College of Engineering

Second Party  
Dixon Technologies India Ltd



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

**AGREED:**

**For Shivalik College of Engineering  
Dehradun**

Authorized Signatory

Shivalik College of Engineering  
Dehradun

**For Dixon Technologies India Ltd**

For Dixon Technologies (I) Ltd.

Authorized Signatory

Authorized Signatory

GST -> 05AAACD3641D1ZA

Shivalik College of Engineering	Dixon Technologies India Ltd
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	Khasra 262M, Selaqui, Uttarakhand 248011
Dr. S.P Srivastava +91 9411544198	Mr. Vikas Sharma +91-8171516666
E-mails: director@sce.org.in	E-mail: admin.wm@dixoninfo.com
www.sce.org.in	www.dixoninfo.com

Witness1:

*Pravish*  
20/3/2021

For Dixon Technologies (I) Ltd.  
Witness2:

Authorized Signatory

Witness3:

*Pravish*  
21/3/21

Witness4:



# MEMORANDUM OF UNDERSTANDING(MOU)

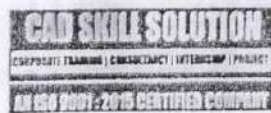
BETWEEN

SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN



&

CAD SKILL SOLUTION



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereinafter called as the 'MOU' is  
Entered into on this the 24<sup>th</sup> March 2021

### BETWEEN

Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197,  
Uttarakhand - India represented herein by its Director Dr. Sandip Vijay (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

CAD SKILL SOLUTION, 2<sup>nd</sup> floor, Thakur Complex, Barra Bypass Chauraha  
Kanpur, the Second Party, and represented herein by its Director, Sandeep  
Sharma (hereinafter referred to as "Second Party", company which expression,  
unless excluded by or repugnant to the subject or context shall include its successors  
- in-office, administrators and assigns).

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

### WHEREAS:

A) First Party is a Higher Educational Institution named:

Shivalik College of Engineering, Dehradun

- B) First Party & Second Party believes 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 intend 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) CAD SKILL SOLUTION , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of -*Education-Training, Internships and Classes* - and related fields
- F) CAD SKILL SOLUTION, the Second party is having its branch office at Kanpur and working in the era of India.

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

**CLAUSE 1 CO-OPERATION**

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





## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to 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.
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- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of IT Industry (Software development), Electronics (Automation Industry).





- 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.
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- 2.10 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.

### CLAUSE 3 INTELLECTUAL PROPERTY

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

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **CAD SKILL SOLUTION**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner or Name of Industry**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

*Swix*



- 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

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

FirstParty

SecondParty

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

*[Signature]*

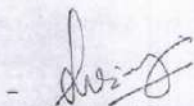




**AGREED:**

For Shivalik College of Engineering  
Dehradun

For CAD SKILL SOLUTION.



Authorized Signatory

DIRECTOR

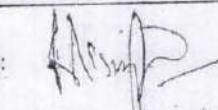
Shivalik College of Engineering  
Dehradun



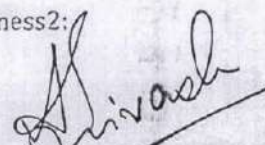
Authorized Signatory

Shivalik College of Engineering	CAD SKILL SOLUTION
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	2nd Floor Thakur Complex, Barra Bypass Chauraha Kanpur
Dr. Sandip Vijay +0135-2693401/ +0135-2693402	Sandeep Sharma +91-9096234943
E-mails: director@sce.org.in	E-mail: csskanpur@gmail.com
www.sce.org.in	www.cadskillsolution.in

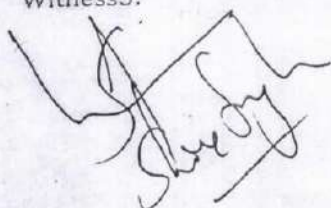
Witness1:

  
Rakesh S. Shrivastava

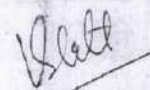
Witness2:

  
Ayushman Shrivastava

Witness3:



Witness4:

  
Vasudev Bhatt

**MEMORANDUM OF  
UNDERSTANDING (MOU)**

BETWEEN

SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN

&

BLUE WATER TRADE WINDS PVT LTD





**SHIVALIK**  
COLLEGE OF ENGINEERING

www.sce.org.in  
www.sce.ac.in

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is  
Entered into on this 24<sup>th</sup> March, 2021.

### BETWEEN


**Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India** represented herein by its **Director Dr. S P Srivastava** (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

**Blue Water Trade Winds Private Ltd, 4-siddharth enclave, General Mahadev Singh Rd, Ballupur, Dehradun, Uttarakhand 248001** the **Second Party**, and represented herein by its **Human Resources, Mr. Suhail Gurung** hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

  
25.03.2021  
**DIRECTOR**  
Shivalik College of Engineering  
Dehradun

  
24/ March/ 2021

**WHEREAS:**

- A) First Party is a Higher Educational Institution named:  
**Shivalik College of Engineering, Dehradun**
- 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) **Blue Water Trade Winds Pvt Ltd**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fieldsof *-Information Technologies, Internships and Classes* and related fields.

**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 Institutionand its related wings. The Parties shall keep each other informed of potential Opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.



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

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

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



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- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.



### **CLAUSE 3 INTELLECTUAL PROPERTY**

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

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **Blue Water Trade Winds Pvt Ltd** Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training **Partner or Name of Industry**, the 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**

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

**First Party**

**Shivalik College of Engineering**

**Second Party**

**Blue Water Trade Winds Private Ltd**

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

**AGREED:**

**For Shivalik College of Engineering  
Dehradun**

Authorized Signatory

*[Signature]*  
25/3/21  
DIRECTOR  
Shivalik College of Engineering  
Dehradun

**For Blue Water Trade Winds Pvt Ltd**

Authorized Signatory

*[Signature]*  
24/04/2021  
GST Number - 05AACCB9907GZZ8

Shivalik College of Engineering	Blue Water Trade Winds Private Ltd
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	4-siddharth enclave, General Mahadev Singh Rd, Ballupur, Dehradun, Uttarakhand 248001
Dr. S.P Srivastava +91 9411544198	Mr. Suhail Gurung +918191044488
E-mails: director@sce.org.in	E-mail: <a href="mailto:suhail.gurung@bwesglobal.com">suhail.gurung@bwesglobal.com</a>
<a href="http://www.sce.org.in">www.sce.org.in</a>	<a href="http://www.bwesglobal.com">www.bwesglobal.com</a>

Witness1:

*[Signature]*  
24/3/21

Witness2:

*[Signature]*  
24/04/2021

Witness3:

*[Signature]*  
25/3/21

Witness4:



**MEMORANDUM OF  
UNDERSTANDING(MOU)**

BETWEEN

**SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN**

&

**Amber Enterprises India Ltd**



**SHIVALIK**  
COLLEGE OF ENGINEERING

www.sce.org.in  
www.sce.ac.in

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is  
Entered into on this 20<sup>TH</sup> March, 2021.

### BETWEEN

**Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India** represented herein by its **Director Dr. S P Srivastava** (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

**Amber Enterprises India Ltd, H-23, Integrated Industrial Estate, Selaqui, Uttarakhand 248197, the Second Party**, and represented herein by its **HR Manager, Mr. Sudhir Sharma** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

For Amber Enterprises India Limited

Authorised Signatory

25/03/21  
DIRECTOR  
Shivalik College of Engineering  
Dehradun



**WHEREAS:**

- A) First Party is a Higher Educational Institution named:  
**Shivalik College of Engineering, Dehradun**
- 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) **Amber Enterprises India Ltd**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - *Information Technologies, Internships and Classes* - - and related fields

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

**CLAUSE 1 CO-OPERATION**

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

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

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

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



prepare the students to have a smooth transition from academic to 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.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of- **IT Industry (Software development), Electronics (Automation Industry).**
- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.

### CLAUSE 3 INTELLECTUAL PROPERTY

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

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **Amber Enterprises India Ltd** Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the 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**

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

First Party  
Shivalik College of Engineering

Second Party  
Amber Enterprises India Ltd

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

**AGREED:**

**For Shivalik College of Engineering  
Dehradun**

**For Amber Enterprises India Ltd**

Authorized Signatory

Shivalik College of Engineering  
Dehradun

For Amber Enterprises India Limited

Authorized Signatory

Authorized Signatory

GST - 05AABCA3456E1Z5

Shivalik College of Engineering	Amber Enterprises India Ltd
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	H-23, Integrated Industrial Estate, Selakui, Uttarakhand 248197
Dr.S P Srivastava +91 9411544198	Sudhir Sharma 0124-3923000
E-mails: director@sce.org.in	E-mail: hr_u6@ambergroupindia.com
www.sce.org.in	www.ambergroupindia.com

Witness1:

Ravish  
20/3/2021

Witness2:

For Amber Enterprises India Limited

Authorized Signatory

Witness3:

AF  
20/3/21

Witness4:



**MEMORANDUM OF UNDERSTANDING  
(MOU)**

**BETWEEN**

**SHIVALIK COLLEGE OF ENGINEERING,  
DEHRADUN**

**AND**

**ENSINO RESEARCH AND  
DEVELOPMENT PVT.LTD**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 1<sup>st</sup> day of March Two Thousand Nineteen.

### BETWEEN

Shivalik College of Engineering, Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India represented herein by its Director **Dr. Sandip Vijay** (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).

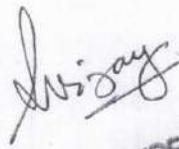
### AND

Ensino Research and Development Pvt. Ltd., 144-Usha Complex GMS Road Ballupur Chowk Dehradun, the Second Party, and represented herein by its Director, Ashok Kumar (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

### WHEREAS:

- A) First Party is a Higher Educational Institution named:  
**Shivalik College of Engineering, Dehradun**
- 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.

  
**DIRECTOR**  
Shivalik College of Engineering  
Dehradun



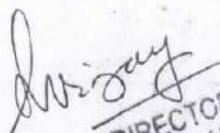


- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Ensino Research and Development Pvt. Ltd.** , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - *Education-Training, Internships and Classes* - - and related fields
- F) Ensino Research and Development Pvt. Ltd., the Second party is having its branch office at Haldwani and working in the era of Uttarakhand.

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

**CLAUSE 1 CO-OPERATION**

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

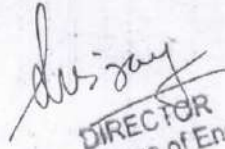
  
**DIRECTOR**  
Shivalik College of Engineering  
Dehradun



Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2 SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to 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.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement assistance of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

  
**DIRECTOR**  
Shivalik College of Engineering  
Dehradun





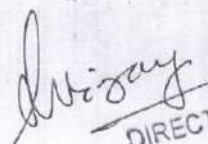
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **IT Industry (Software development), Electronics (Automation Industry).**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
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- 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 First Party would not allow any other private industry of the same field as second party to conduct any kind of seminars, workshop and trainings at first party era without prior information in written to second party.

### CLAUSE 3 INTELLECTUAL PROPERTY

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

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of **five years**, during which period **Ensino Research and Development**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of

  
DIRECTOR  
Shivvelik College of Engineering  
Dehradun



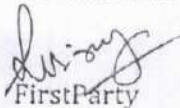
Training Partner or Name of Industry, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

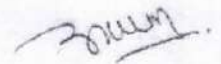
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

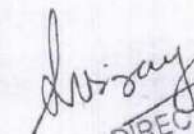
- 5.1 It is expressly agreed that First Party and Second Party are acting under this

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

  
First Party

  
Second Party

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

  
DIRECTOR  
Shivalik College of Engineering  
Dehradun



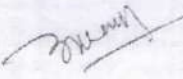


**AGREED:**

For Shivalik College of Engineering  
Dehradun

For Ensino Research and Development

  
Authorized Signatory

  
Authorized Signatory

<b>DIRECTOR</b> Shivalik College of Engineering Dehradun	
Shivalik College of Engineering	Ensino Research and Development Pvt Ltd.
Shiniwala, Shimla Road, Dehradun - 248197, Uttarakhand - India	144-Usha Complex GMS Road Ballupur Chowk Dehradun
Dr.Sandip Vijay +91 7900800057	Ashok Kumar +91-9720558050
E-mails: director@sce.org.in	E-mail: <a href="mailto:info@ensino.in">info@ensino.in</a> <a href="mailto:Ashokkmr640@gmail.com">Ashokkmr640@gmail.com</a>
<a href="http://www.sce.org.in">www.sce.org.in</a>	<a href="http://www.ensino.in">www.ensino.in</a>

Witness1:

Ayushman Srivastava  
Srivastava

Witness2:

Amit Kumar  
Amit

Witness3:

S. S. Adhikari  
S

Witness4:

Pravanshi Rawat  
Pravanshi Rawat



# **MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN

**Shivalik College of Engineering, Dehradun**  
Shimla Road Shiniwala, P.O, Sherpur, Uttarakhand 248197

&

**Value Prospect Consulting, Noida**  
204, 2nd Floor, Highway Towers, Sector 62,  
Noida, Uttar Pradesh





**SHIVALIK**  
COLLEGE OF ENGINEERING

www.sce.org.in  
www.sce.ac.in

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 08<sup>th</sup> day of - February - Two Thousand Nineteen (09.02.2019),

### BETWEEN

Shivalik College of Engineering, Shiniwala, P.O. Sherpur, Shimla Road, Dehradun - 248197 Uttarakhand, India, the First Party represented herein by its Prof. Pankaj Chaudhary (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

Value Prospect Consulting, 13 A, Block A, Industrial Area, Sector 62, Noida, Uttar Pradesh 201309, the Second Party, and represented herein by its C.E.O, Mr. Abhishek Tyagi, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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



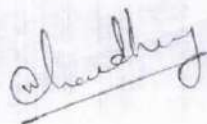
**WHEREAS:**

- A) First Party is a Higher Educational Institution named:
- (i) **Shivalik College of Engineering, Dehradun**
- 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) - **Value Prospect Consulting, Noida** - , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - **Information Technology, Digital Marketing, Demand Generation, Data Sciences etc** - - and related fields
- F) - **Value Prospect Consulting, Noida** - ,the Second Party is promoted by Value Prospect Consulting, 701-7th Floor, Shivam Ansals Towers, Raj Nagar District Center, Ghaziabad - 201 001, UP, India;
- G) Having its second branch at **13 A, Block A, Industrial Area, Sector 62, Noida, Uttar Pradesh 201309**

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

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its







related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give



an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to 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.

- 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. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - *Information Technology, Digital Marketing, Demand Generation, Data Sciences etc.*
- 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.

*Chaudhary*





- 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 **Shivalik College of Engineering, Dehradun**, 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

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

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until **31.12. 2024** it is expressly terminated by either Party on mutually agreed terms, during which period **Value prospect Consulting, Noida**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Shivalik College of Engineering** or **Value Prosepect Consulting**, 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

*Shivalik*



## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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

First Party

Shivalik College of Engineering, Dehradun

Second Part

Value Prospect Consulting, Noida

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

*Chaudhary*





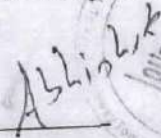
**AGREED:**

For Shivalik College of Engineering



Authorized Signatory

For Value Prospect Consulting



Authorized Signatory



Shivalik College of Engineering	Value Prospect Consulting, Noida
Address: Shimla Road Shiniwala, P.O, Sherpur, Uttarakhand 248197	Address: 204, 2nd Floor, Highway Towers, Sector 62, Noida, India
Contact Details: 09456113666	Contact Details: Tel: +91-9971302211
E-mails: jd@sce.org.in	E-mails: abhishek@valueprospects.in
Web: <a href="http://www.sce.org.in">www.sce.org.in</a>	Web: <a href="http://www.valueprospects.in">http://www.valueprospects.in</a>

Witness1:



Witness2:



Witness3:



Witness4:



महाराष्ट्र MAHARASHTRA

2019

AU 375448

प्रधान मुद्रांक कार्यालय, मुंबई.  
प.मु.वि.क्र. ८०००००३  
15 NOV 2019

Red Hat India Pvt. Ltd.  
A-201, 2<sup>nd</sup> Floor, Supreme Business Park,  
Hiranandani Gardens,  
Powai, Mumbai -400 076  
+91 22 61147588 | www.redhat.com

सक्षम अधिकारी

**Red Hat**  
प्रो. सी. डी. आबिकर

**PARTNER ACCEPTANCE DOCUMENT  
INDIA**

Parties	
Partner information	Red Hat India Private Limited.
Company name: Shivalik College Of Engineering	Contact Name: Rani Patil
	Email: rapatil@redhat.com
Address: Shivalik College of Engineering Shiniwala P.O. sherpur, Shimla Road, Dehradun, Uttarakhand, IN, 248197	Tel.no. +91 -22-61147506
Contact name: Dr Sandip Vijay	Fax: .
Email: director@sce.org.in	
Telephone: 8439823016	

**Territory**

India

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

Red Hat Partner Agreement  
(India)

Page 1 of 14  
Red Hat Confidential Information

April 2018



આ કારનાકાઠી જ્યાંની મુદ્રક હરેલી પેલા ત્યાંની ત્યાજ કારનાકાઠી મુદ્રક હરેલી  
જાતનાવાચુન ૬ મદિન્ગત વાપરનો સંબંધકારક જાણે

20 NOV 2019

Applicable Program Appendices	Program(s)	Location of Program Terms
-------------------------------	------------	---------------------------

mark all that apply)

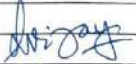
X	Red Hat Academy Program	Attached.
---	-------------------------	-----------

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at <a href="http://www.redhat.com/licenses/partners/">www.redhat.com/licenses/partners/</a> .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

#### Shivalik College Of Engineering

Signature 

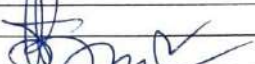
Printed Name Dr. Sandip Vijay

Title Director & Professor

Date \_\_\_\_\_

DIRECTOR  
Shivalik College of Engineering  
Sinhliwala, P.O. Sheerpur, Shimla Road,  
Dehradun-248197 (Uttarakhand)

#### Red Hat India Private Limited

Signature 

Printed Name SOVIK BROMHA

Title DIRECTOR FINANCE

Date 20/12/19



**RHC-133810**





APPENDIX 1  
PARTNER TERMS AND CONDITIONS



1. **Purpose**

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**")

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. **Programs, Application Process and Acceptance**

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix; provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. **Affiliate Authorizations**

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. **Territory**

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. **Fees**

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. **Billing, Payment and Taxes**

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. **Verifications**

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect



*[Signature]* April 2018  
SVP, Sales & Marketing  
Red Hat India Private Limited  
(Chennai)

of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

## 8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "**Red Hat Trademark Guidelines**"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("**Promotional Materials**").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

## 9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka **NFR**) Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

## 10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.





## 11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

## 12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.





### 13. Termination

**13.1 Term.** This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

**13.2 Termination by Red Hat or Partner.** Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

**13.3 Effect of Agreement Termination or Expiration.** Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

**13.4 No Compensation.** Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

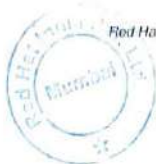
### 14. General Provisions

**14.1 Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

**14.2 Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/tax number indicated by Partner to Red Hat in writing; . For Red Hat: A-201, Supreme Business Park Hiranandani Gardens, Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

### 14.3 Compliance with Law and Export Controls.

**14.3.1** As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled





Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

**14.3.2** Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("Partner Officials") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

**14.3.3A**s required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

**14.3.4** Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

**14.3.5** Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

**14.4 No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

**14.5 Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

**14.6 Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

## 15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the



Red Hat  
Software Engineering  
Shilpa, Red Hat, 1000 Lakeside Road,  
Boulder, CO 80501 (USA)

1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time to time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.



 April 2018

Red Hat, 1001, 10th Floor, Connaught Road,  
Dehradun-248197 (Uttarakhand)



### 3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth [http://www.redhat.com/licenses/rhel\\_rha\\_eula.html](http://www.redhat.com/licenses/rhel_rha_eula.html). The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), which may be amended from time to time by Red Hat in its sole discretion.

- 3.2 Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.
- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.
- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.
- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), the applicable Red Hat End User Agreement(s) set forth at [www.redhat.com/licenses/eulas](http://www.redhat.com/licenses/eulas) and/or any other mutually signed written agreement with Red Hat as applicable.

#### 4. Fees and Payment

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.
- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.



5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Append x Term."
- 6.2 **Termination**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix x**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement, Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



*[Handwritten signature]*  
Date: 2024-08-28  
Time: 10:00 AM  
Location: Red Hat India Pvt. Ltd. Mumbai  
By: [Signature]  
For: [Signature]





**1. Red Hat Academy Subscription.** Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis.
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately, and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

**2. Partner Requirements.**

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

**3. Red Hat Academy Subscription Fees.** Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All such Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or



*Handwritten signature*  
2018  
Red Hat India Pvt. Ltd.  
Mumbai  
2018



Red Hat Academy:



Red Hat Partner Agreement  
(India)

Page 13 of 14  
Red Hat Confidential Information

*[Signature]* April 2018  
DIRECTOR  
Red Hat India Pvt. Ltd.  
100, Connaught Place, New Delhi, India  
(India)



EXHIBIT C  
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES




Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



  
DIRECTOR  
Global Operations  
Signature: [Signature]  
Date: [Date]

# **Memorandum of Understanding**

**Between**

**ICT ACADEMY**

Innovate... Collaborate... Educate...

**ICT Academy**

**And**



**Shivalik College of Engineering**

**Dehradun**



## Memorandum of Understanding

This Memorandum of understanding entered in to at Dehradun on 13<sup>th</sup> February 2018

### Between

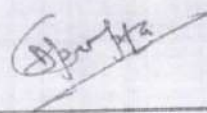
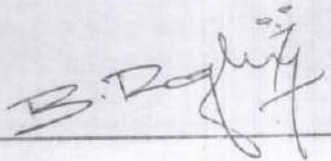
M/S ICT Academy, a society incorporated under the Tamil Nadu Societies Registration Act, 1975 and having its office at ELCOT Complex, 2-7 Developed Plots, Industrial Estate, Perungudi, Chennai - 600 096 Tamil Nadu, India

### AND

Shivalik College of Engineering having its office at Shiniwala, P.O. Sherpur, Shimla Road, Dehradun - 248197 Uttarakhand, India. A well-defined vision, highly committed mission and dedicated leadership facilitate Shivalik College of Engineering Dehradun, Uttarakhand to be in the best of educational institutions in Dehradun. Since its inception, our Institution has grown into a vast conglomerate of magnificent buildings, state-of-the art and sophisticated laboratories internet centres, modern library and a superlative sports complex-each a land mark in itself across acres. Its quiet and idyllic surroundings, comprising of the architecturally and aesthetically designed buildings, the sports playgrounds and the lush greenery make it one of the most preferred destinations for the aspirants of Engineering studies. The College is affiliated to the Uttarakhand Technical University and approved by All India Council for Technical Education (A.I.C.T.E.), New Delhi. Today, Our college has developed into a reputed Engineering Institution with ISO:9001:2000 Certified premier educational institution, established under Rijan Educational Society in 2008, for providing high quality engineering education in Dehradun.

Imbued to bestow quality education by ensuring practical, imaginative, innovation driven programmes and making exceptional managers and technocrats, who contribute globally in fostering growth of industry and society as per the/constantly evolving needs into the realm of providing quality technical education to the students, offering a flexible and real world based approach in education with the help of strong network of alumni.

The department of Training, and Counselling and Placement is another sphere where we have made excellent strides. For offering top quality technical education



**DIRECTOR**

Shivalik College of Engineering  
Dehradun



and moulding the younger generation to the society, our Chairman has spared no efforts to induct dedicated faculty and provide adequate infrastructure facilities. Shivalik College of Engineering marked top Engineering college in Uttarakhand

**Whereas**

ICT Academy is an initiative of the Government of India in collaboration with the state Governments and Industries. ICT Academy is a not-for-profit society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavours to train the higher education teachers and students thereby exercises on developing the next generation teachers and industry ready students.

ICT Academy was started to meet the skill requirements of the industry and generate more employment especially in tier 2 and 3 towns, the rural parts of the country. The organization was formed with representations from the State Government of Tamil Nadu, leading companies in the ICT industry and National Association of Software Services Companies (NASSCOM) in India.

With training of teachers and students as the primary objective, ICT Academy has been working through a seven pillar program in the areas of Faculty Development, Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry-Institute Interaction, Digital Empowerment and Research & Publications.

ICT Academy has approached Shivalik College of Engineering to be the nodal institution of ICT Academy to offer various courses to the teachers of the college

ICT Academy is also keen on collaborating with Shivalik College of Engineering and is agreeable to enter into this MOU with Shivalik College of Engineering as per the terms and conditions set out hereafter

**Now this MOU witnesses as under**

**1. Scope of the MOU**

1.1 Shivalik College of Engineering hereby agrees to become the Institutional member of ICT Academy to offer its services to the teachers in the Shivalik College of Engineering

1.2 ICT Academy agrees to provide the following services to the teachers of the Shivalik College of Engineering.

1.2.1 ICT Academy shall provide Industry relevant Training Programs in the domain of ICT

*B. D. Singh*



*[Signature]*

DIRECTOR  
Shivalik College of Engineering  
Dehradun



- 1.2.2 ICT Academy shall make its content accessible through a web portal for the teachers of the institutions
- 1.2.3 ICT Academy shall conduct guest lectures, seminars, workshop and conferences for the teachers and the students of Shivalik College of Engineering, at a nominal cost, agreed by both the parties
- 1.2.4 ICT Academy would provide assistance in Research activities to the teachers by way of supervision and collaboration
- 1.2.5 ICT Academy shall invite the teachers to submit research papers for publishing in ICTACT Journals
- 1.2.6 ICT Academy shall invite for research proposals for funding , which shall be applied for joint funding from research funding bodies
- 1.3 Shivalik College of Engineering shall notify about the program of ICT Academy to its staff members and assist in the active participation of the teachers
- 1.4 Shivalik College of Engineering shall provide the following Infrastructure at its campus for some of the training programs , workshops and conferences to be conducted by ICT Academy
- 1.4.1 Computer Lab infrastructure (Hardware, software and peripherals)
- 1.4.2 Training room for conducting the training programs
- 1.4.3 Conference Hall /seminar Hall/Auditorium
- 1.4.4 LCD projector and screen
- 1.4.5 Local Transport and accommodation, for the trainers & experts (If any)
- 1.5 The teachers of Shivalik College of Engineering would attend some special training programs at ICT Academy campus, ELCOT complex, Perungudi. ICT Academy shall provide necessary infrastructure for the conductance of the training program.
- 1.6 Shivalik College of Engineering hereby undertakes that it shall not utilize the contents, training materials and such other information provided hereunder beyond the scope of this MOU and shall not share such

*B. Raju*



*[Signature]*

DIRECTOR  
Shivalik College of Engineering  
Dehradun



information with any third party or render services utilizing the materials, contents, training materials to the third parties without the consent of ICT Academy except for academic activities.

1.7 ICT Academy agrees to provide various domain specific training program to the teachers in the college on regular basis

1.8 ICT Academy shall bring industry certified trainers of the Shivalik College of Engineering on every program conducted for the teachers of Shivalik College of Engineering

1.9 Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both the parties

## 2. Institutional Membership Fees

Shivalik College of Engineering has agreed to pay Rs. 70,000/- (Rupees Seventy Thousand only) to become the Institutional Member of ICT Academy.

And the payment details are as follows Cheque/DD No: 031484/860345 Dated: 13/02/18

Bank Details: ICICI BANK/PNB

## 3. Operation of this MOU

Upon execution of this MOU, ICT Academy shall communicate to Shivalik College of Engineering the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms based on which ICT Academy would offer its various other services

## 4. Validity of this MOU

The validity of this MOU would be for One year from the date of the signing. The MOU may be renewed through a new MOU on completion of 1 year on such terms mutually agreed between the parties. Both parties shall have the right to terminate this MOU if any of the party does not comply with its obligations under this MOU by issuing 30 days prior notice

## 5. Confidentiality

5.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to ICT Academy or Shivalik College of Engineering provided under this MOU as confidential




DIRECTOR  
Shivalik College of Engineering  
Dehradun



5.2 ICT Academy or Shivalik College of Engineering shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MOU

5.3 The confidentiality of information shall survive until the termination of this agreement

6. Upon the termination of this MOU, Shivalik College of Engineering shall return all the contents, training materials and such other information provided by ICT Academy under this MOU duly without any undue delay and in cases where such information is not capable of being returned, destroy the same and provide a certification to that to ICT Academy

**7. Intellectual Property**

All the intellectual Property rights with respect to the programs contents provided by ICT Academy shall vest with ICT Academy and upon the termination of this agreement by efflux of time or such other earlier termination, Shivalik College of Engineering shall not have the right to use programs, contents, and such other training materials installed under this MOU and return the same to ICT Academy

**8. Notices**

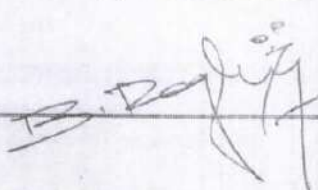
8.1 All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same manner. Any such notices shall be deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post

**9. Governing Law**

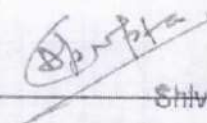
This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Chennai

**10. Arbitration**

In the event any of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement either party will be entitled refer the same to arbitration in accordance with the rules of arbitrators, one to be appointed by ICT Academy, the other to be appointed by Shivalik College of Engineering and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators







**DIRECTOR**  
Shivalik College of Engineering  
D. ...



shall be final and binding on the parties, The Arbitration proceedings shall be held at Chennai

In witness whereof the parties have executed this MOU on this the 13<sup>th</sup> February 2018

For ICT Academy

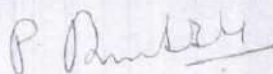


For Shivalik College of Engineering



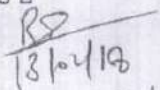
DIRECTOR  
Shivalik College of Engineering  
Dehradun

Witness 1



(P. ANAND BABU), Senior Manager, ICT Academy.

Witness 2



13/2/18  
Dr. Bhavitha Sharma





पंजाब नैशुनल बैंक  
punjabnational bank

वी.सी.नारी शिल्प मंदिर, देहरादून (उत्तराखण्ड)  
P.C.Nari Shilp Mandir, DEHRADUN (Uttarakhand) - 248001  
RTGS/NEFT IFS Code : PUNB0404000

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या धारक को OR BEAR

PAY ICT Academy

रुपये RUPEES Twelve Thousand and Six Hundred Only  
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अदा करें ₹ 12600/-

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Ac Payee Only

For Rishabh Education Society

Authorised Signatory  
Please sign ab

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Jyoti Complex, Saharanpur Road, Dehradun - 248001  
Code : ICIC0000979

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Academy

or Bearer

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₹ 63,000/-

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Payee Only

SBTA5 SOCIETY CBS R  
PERSONAL BANKING : SAVINGS ACCOUNT  
Payable at par at all branches of ICICI Bank Limited in India.

For Rijan Educational Society

Authorized Signatory  
RIMAN EDUCATIONAL SOCIETY  
Authorized Signatory

0311481 2182290071 OC 138 31



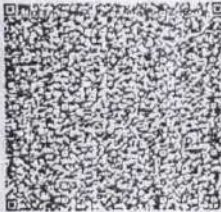


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK23338524954913P
Certificate Issued Date	: 20-Jun-2017 01:44 PM
Account Reference	: NONACC (SV)/ uk1260104/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126010446889038481107P
Purchased by	: TPC CONSULTANTS
Description of Document	: Article Miscellaneous
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Consideration Price (Rs.)	: 0 (Zero)
First Party	: TPC CONSULTANTS
Second Party	: NA
Stamp Duty Paid By	: TPC CONSULTANTS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Dhirendra Prasad Kothiyal  
STAMP VENDOR  
Court Compound, Dehradun.

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21.06.2017

## Memorandum of Understanding (MOU)

For Soft-Skills & Employ-ability Skills Training Programme  
Between

TPC Consultants Ghaziabad & Shivalik College of Engineering (UP), INDIA

TPC Consultants has approached SHIVALIK COLLEGE OF ENGINEERING to train their students of B Tech 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> year on Soft - Skills, employability Skills training in academic year 2017-18 & 2018-19.

SHIVALIK COLLEGE OF ENGINEERING has agreed to appoint TPC Consultants for providing different training to B Tech 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> year students in academic year 2017-18 & 2018-19.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoolestamp.com". Any discrepancy in the details on this Certificate And As available on the website renders it invalid.

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This agreement is signed between TPC Consultants having their registered office at CS -33, 1<sup>st</sup> Floor, Ansal Plaza, Vashali, Ghazlabad (NCR), UP, INDIA (Hereinafter shall include its successors and assigns and referred as "TPC Consultants") –  
Local Branch Office: 2<sup>nd</sup> Floor, S R Tower, Shival Enclave, GMS Road Dehradun (Uttarakhand) -First party

SHIVALIK COLLEGE OF ENGINEERING having their main campus at Shiniwala, P.O. Shergpur, Shimla Road, Dehradun – 248197, Uttarakhand, INDIA (hereinafter shall include its successors and assigns and referred as (Shivalik College of Engineering)) – Second Party

### Terms and Conditions:

1. Mentioned below is the number of training periods that TPC Consultants will provide to the students of SHIVALIK COLLEGE OF ENGINEERING in academic year 2017-18 & 2018-19
  - 60 Periods Soft Skills Training to 1<sup>st</sup> year of B Tech, per academic year for two consecutive years
  - 60 Periods Soft Skills Training to 2<sup>nd</sup> year of B Tech, per academic year for two consecutive years
  - 80 periods Employ-ability Skills Training to 3<sup>rd</sup> year of B Tech per academic year for two consecutive years
  - 80 Periods Employ-ability Skills Training to 4<sup>th</sup> year of B Tech per academic year for two consecutive years(one period = 50 or 55 minutes)  
Detailed programme structure is enclosed with the agreement and has already been shared with the institution. The programme will get commenced from August 2017 based on the exact date provided by SCE.
2. TPC will submit monthly reports in respect to the number of batches conducted, students present & the modules delivered. TPC will also take students' feedback on regular intervals and share the same with CDC.
4. TPC shall make arrangement for evaluation and certification of the students undergoing their program.
5. TPC will assign a project coordinator for SHIVALIK COLLEGE OF ENGINEERING to ensure the smooth conduction of training programme and maintain the documents related to training programme.
6. DOTP (Department of Training & Placement) will be the SPOC (Single point of contact from SHIVALIK COLLEGE OF ENGINEERING for different administrative matters and maintain the records of attendance, sessions conducted, trainers' timely presence etc...
7. The program would be conducted/ materialized at the SHIVALIK COLLEGE OF ENGINEERING campus only. The facilitators (Trainers) of TPC Consultants would visit SHIVALIK COLLEGE OF ENGINEERING campus to conduct the above training.
8. The Program would be for B Tech 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> year students of SHIVALIK COLLEGE OF ENGINEERING having 819 student minimum for the above training programme in academic year 2017-18 & 2018-19. SHIVALIK COLLEGE OF ENGINEERING would provide list of students, branch wise, before the commencement of training program.
9. Training delivery will take place in two periods taken back to back so as to bring better productivity of trainers and thereby students' performance.
10. Each student batch would consist of 40 students approximately. As mentioned in the Programme structure, there will be some workshops that shall be conducted in seminar hall / auditorium accommodating 120 students approximately.
11. Once the MOU is signed, it will not be signed again for the same tenure. There can always be some modifications/ amendments with the consent of both the parties.



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12. The sessions would be scheduled in a manner such that each facilitator of TPC Consultants coming to SHIVALIK COLLEGE OF ENGINEERING Campus is able to conduct 6 periods training minimum on each day of their visit. Deviations from this would be only in exceptional situations.
13. The sessions conducted will be verified in return, on each month of the training, mutually by the manager/facilitator of TPC Consultants and HOD/coordinator SCE.
14. The responsibility would lie with SHIVALIK COLLEGE OF ENGINEERING in providing dates for completion of all sessions in academic year 2017-18 & 2018-19. In case completing the sessions is not possible on the regularly appointed days, make-up sessions could be conducted on some other mutually convenient day or in the workshop mode at the end of the semester. SHIVALIK COLLEGE OF ENGINEERING has all rights to change trainers as per students' demands, adding/deleting modules to be delivered and to measure the training quality through different parameters and inform TPC immediately in case of dissatisfaction in any of the above said parameters.
15. SHIVALIK COLLEGE OF ENGINEERING will ensure the proper communication/ information 2 days in advance if any deviation occurs in their academic calendar that may affect our training sessions.
16. Lodging & food facility will be provided to TPC trainers by SCE. Trainers can use college bus transport also.
17. All the material (online and off-line) used by TPC Consultants in its Student Development Sessions is copyrighted Intellectual Property of TPC Consultants. No part of TPC Consultant's publication may be reproduced, stored in a retrieval system, used in a spreadsheet, or transmitted in any form or by any means – electronic, mechanical, photocopying, recording or otherwise – without the written permission of TPC Consultants.
18. SHIVALIK COLLEGE OF ENGINEERING will not hire trainers/ managers/ coordinators whom TPC deputed on the training project at SHIVALIK COLLEGE OF ENGINEERING by any mean (Full time, Part time, free lancing etc.) even if trainers approach the university / organization on their own.
19. Regular feedbacks would be provided by both parties to each other regarding the program progress. In case of any perceived deficiency in quality of services, SHIVALIK COLLEGE OF ENGINEERING would provide feedback within a week's time so that quick remedial action can be taken by TPC Consultants.

#### Financial terms:

20. TPC Consultants will charge SHIVALIK COLLEGE OF ENGINEERING for the above mentioned training programme:
  - INR 27.00 per student per period (50 or 55 minutes) for 819 students minimum for 280 hours training spread across all four years of B Tech students in each academic year 2017-18 and 2018-19.
  - Total fixed cost for the above mentioned training programme per academic year is INR 15,0,000.00 (Fifteen Lacs Fifty Thousand Only). The total cost will be paid to TPC Consultants in 12 equal monthly installments starting with one month advance from August 7, 2017.
  - Total Number of students per batch will remain 40 approximately.
21. SHIVALIK COLLEGE OF ENGINEERING will make payment by 7<sup>th</sup> of every month from August 2017 onwards.



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22. TPC will ask for the payment SHIVALIK COLLEGE OF ENGINEERING only. There will not be any role of students in making payments to TPC directly.
23. TPC will submit the invoice/ bills to SHIVALIK COLLEGE OF ENGINEERING 5 days advance.

### Dispute Resolution

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties TPC and SHIVALIK COLLEGE OF ENGINEERING hereto or any person claiming under them, touching or arising out of or in respect of this MoU or the subject matter thereof shall be referred to a sole arbitrator to be appointed by a mutual agreement between the parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties.

The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 and the seat of arbitration shall be Dehradun.

### Validity of Agreement

This Agreement will come into effect from 1<sup>st</sup> August 2017 and expire on 31<sup>st</sup> July 2019, covering the anticipated term of the project. It will be extended by exchange of letters, noting the new expiration date of training program.

SHIVALIK COLLEGE OF ENGINEERING shall not divulge or disclose the contents of this agreement without approval in writing from TPC. SHIVALIK COLLEGE OF ENGINEERING is not authorized to reproduce any data, documents or information made available to them during currency of the Training Program. This agreement shall be governed, interpreted, construed and enforced in accordance with the laws of India and subject to jurisdiction at Dehradun (Uttarakhand).

All further correspondence regarding the implementation of this MoU should be addressed to Mr. Ajay Sharma, Executive Director-TPC Consultants. The terms and conditions, not written above, will be discussed and met on the mutual consent of both the parties.

Signatories:

For and on behalf of:

TPC Consultants  
2<sup>nd</sup> Floor, S R Tower  
Shiva Enclave, GMS Road  
Dehradun - 248 001  
Uttarakhand, INDIA

Mr. Ajay Sharma  
CEO & ED

For and on behalf of:

SHIVALIK COLLEGE OF ENGINEERING  
Shiniwala, P.O. Sherpur  
Shimla Road  
Dehradun  
Uttarakhand, INDIA

Dr. Prabal Chakraborty  
Director- Academics



