

## 3.7. Collaboration

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#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

Artificial Intelligence Institute,

University of South Carolina

#### AND

#### J.K. LAKSHMIPAT UNIVERSITY,

Near Manindra SEZ, Mahapura, Ajmer Road, Jaipur-302026, Rajasthan, India

541 Main Street - Columbia, SC 29208, USA

#### FOR

#### Academic and Research Collaboration

Artificial Intelligence Institute, University of South Carolina (AII, UofSC) and J.K. Lakshmipat University (JKLU) hereinafter, referred to as the "parties";

In accordance with a desire to promote cooperation in the areas of mutual interest for the benefit of both the institutions, hereby affirm their intent to promote academic and research collaboration as will be for the mutual benefit to both the parties. The memorandum of understanding is considered here to include but not limited to:

- 1. Collaborative Research and activities
- Internships and externships for JKLU's Doctoral, Masters and Undergraduate students at AII, UofSC
- 3. Sabbatical for JKLU faculty at AII, UofSC
- 4. Sharing of teaching and assessment material prepared by AII, UofSC with JKLU
- 5. Sharing of data, documentations, computation resources and research materials for collaborative work
- 6. Work towards cooperative educational programs for the future.

Hence, both the parties have agreed as follows:

<u>Article 1</u> Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.

<u>Article 2</u> Both parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent;

- a) Exchange of faculty, students, and researchers
- b) Exchange of scholarly publications and other information in the areas of interest to both parties.

<u>Article 3</u> The provisions relating to the exchange of faculty, students and research scholars are as follows:

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- a) The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
- b) The host university will do its best to provide exchange faculty, students and researchers with research space and facilities.
- c) Exchange of faculties/ students/ researchers shall be subject to the rules and regulations of the host university.
- d) The host university will make efforts to provide accommodation and food facilities in their university, for the exchange candidates subject to the rules and regulations of the host university.

<u>Article 4</u> Both the parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

<u>Article 5</u> It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Color, Religion, Creed, Language or National origin.

<u>Article 6</u> Both the parties will work towards activities of mutual development and respect the aims, objectives and philosophies of the other institution.

<u>Article 7</u> This MoU can be terminated by either of the parties by providing a written notification to the other party three months in advance.

For Artificial Intelligence Institute, University of South Carolina

Ante 8. Area

(Dr. Amit Sheth) Director In presence of:

Corran Maine

For JK Lakshmipat University

(Dr. R.L. Raina) Vice Chancellor

(Dr. Sanjay Goel) Director, Institute of Engineering and Technology JK Lakshmipat University, Jaipur

Place: Jaipur, India Date: 10.01.2020

2/2

#### Amendment and Renewal of MoU for IRNSS Receiver field trial and data collection

Recitals:

Whereas, Space Applications Centre and J K Lakshmipat University, Institute of Engineering Technology, Jaipur signed a MoU on 15/09/2016 for IRNSS Receiver field trial and data collection for a period of 2 years;

Whereas, the initial term of the MoU of 2 years has expired;

Whereas, both Space Applications Centre and J K Lakshmipat University, Institute of Engineering Technology, Jaipur have agreed to extend the MoU further for 3 years from date of expiry;

Hereinafter SAC and J K Lakshmipat University, Institute of Engineering Technology, Jaipur are referred to as party or collectively parties

Therefore, pursuant to clause no. 15 in the MoU, parties agree to amend clause no. 2, 12 and 13. Other clauses remain unchanged.

Clause 2.0 Effective date and duration of MoU:

This MoU is effective from data of signing and is valid for a duration of 5 years from the date of signing of this MoU. It may be extended further in writing based on mutual consent.

12.0 Confidentiality:

- (a) All information and documents to be exchanged pursuant to the Memorandum of understanding will be kept confidential by the parties and will be used subject to such terms as each party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.
- (b) All confidential information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the confidential information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other party.
- (c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the parties.

13.0 Intellectual Property Rights, Publications And Ownership Of Physical Assets General Clauses:

- Each party will ensure appropriate protection of intellectual Property rights generated from cooperation pursuant to MoU consistent with laws, rules and regulations of India.
- b. In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate effort of the Party, the party



concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.

- c In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties.
- d. The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third Party without prior written consent of the other party.
- e. Ownership of all the deliverables by SAC shall vest with SAC/ISRO.
- f. All the research results and foreground information as well as foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from IRNSS Receiver and sites established as per terms of this MoU whether or not legally protected, shall be owned by SAC. J K Lakshmipat University, Institute of Engineering Technology, Jaipur will be free to use such data for their internal R&D purposes with intimation to SAC.
- Notwithstanding any provisions mentioned above or g. any future licensing agreements, SAC shall be deemed to have all rights including nonexclusive, irrecoverable and royalty-free license for the unlimited development and use of any and all Foreground information and Foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from the IRNSS Receiver established (at given site) as per terms of this MoU, whether or not legally protected, for the purposes of its own applications.

#### Publication:

Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

In witness whereof the parties hereto have signed the amendment.

For and behalf of Space Applications Centre (ISRO), Ahmedabad By:

Name: Designation: Date: 13-A M - 2020 डा. क. क. मूर्य/Dr. K. K. Sood उप निटमक/ Deputy Director मटकॉम एव मटनेव अनुपयाग कीव SATCOM, & SATNAV Applications Area (SSAA) अनगिक उपयोग कर/Space Applications Centre भारतीय अनगिव अनगरा अन्यदा सगदेत(इमर्ग) Indian Space Research Organization(ISRO) भारत मरकार/Government of India अहमदावाद/Ahmedabad-380 015. For and behalf of J K Lakshmipat University, Institute of Engineering Technology, Jaipur

JAIPUR

Name Dr. Jyoti Prakash Naidu Designation: Dean (R&D) Date: July 4, 2020





## MEMORANDUM OF UNDERSTANDING BETWEEN CONFEDERATION OF INDIAN INDUSTRY AND JK Lakshmipat University

#### Agreed and executed on this day of 08-12-2020

**Confederation Of Indian Industry ("CII")**, a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "CII"), represented by its authorised signatory Mr./Ms Prateek Agarwal, Yuva Chair, Yi Jaipur Chapter, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

#### And

**JK Lakshmipat University** having its Head Office at Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302026 (hereinafter referred to as JK Lakshmipat University) represented by its authorised signatory Mr./Ms CA. KK Maheshwari,Registrar, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as CII or JK Lakshmipat University, Jaipur, as it may be, and collectively referred to as the Parties.

#### WHEREAS:

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 3200 direct members in 46 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

#### WHEREAS:

Established under section 2(f) of the UGC Act, 1956 and notified by the State Legislature, in 2011, JK Lakshmipat University (JKLU) is located in the historic city of Jaipur, Rajasthan. Supported by the JK Organization- 125 years old legacy of contributions to nation- building, the JKLU is passionate about building the country's most innovative higher education institution. The 30-acre campus is a modern, environmentally conscious and inviting space designed to help students live, work and play in a setting that is safe, productive and student-centric.





## NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

## ARTICLE I: PURPOSE AND OBJECTIVES

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- I. The role of the institution would be to enroll All students or minimum of 250 students at the beginning of the year and increase the same substantially through the years.
- II. Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)
- III. Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- IV. Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- V. Any other activities considered by both Parties to be potentially beneficial.

## ARTICLE II: FINANCIALS

I. Both the Parties shall, depending on availability of funds and resources and after mutual consensus,

dedicate funds for specific arrangements, academic projects and all endeavours envisioned under this MOU. Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

II. Both the Parties shall be free to collaborate with and seek financial support, donations from national and international organizations, partners for cooperative activities to be undertaken under this MOU.





## ARTICLE III: COORDINATION BETWEEN FACILITATORS

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

## ARTICLE IV: INTELLECTUAL PROPERTY RIGHTS

Both the Parties shall:

- I. Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- II. Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions researches and any outcomes resulting from joint activities undertaken under this MOU.

## ARTICLE V: CONFIDENTIALITY

For the purposes of this MOU:

I. either of the Parties who provides any sensitive or commercial information shall be referred to as

'Disclosing Party' and

II. either of the Parties, receiving such information shall be referred to as'Recipient Party'.

The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- I. is publicly available
- II. obtained by the other party from third parties without restrictions on disclosure,
- III. independently developed by the other party without reference to confidential information, or
- IV. required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.





## ARTICLE VI: GOVERNING LAW, JURISDICTION & ARBITRATION

- I. This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- II. In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.
- III. Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

### ARTICLE VII: MISCELLANEOUS

- I. This MOU can only be amended in writing by mutual consent of both the Parties.
- II. This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain

valid for a period of Three (03) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.

- III. Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavours to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.
- IV. This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.
- V. If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- VI. The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

640,40°

Somball

Yi (Executive Member)

Yi Yuva Chair





भारतीय शिल्प संस्थान INDIAN INSTITUTE OF CRAFTS & DESIGN, JAIPUR

#### MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made as of 22<sup>nd</sup> July 2019

**BETWEEN:** 

#### INDIAN INSTITUTE OF CRAFTS AND DESIGN

JAIPUR, INDIA

AND:

J K LAKSHMIPAT UNIVERSITY JAIPUR, INDIA

#### WHEREAS:

A. The parties hereto share a common interest in many academic and educational fields; and

B. In order to promote future institutional cooperation, the parties hereto wish to enter into this Memorandum of Understanding ("MOU").

NOW THEREFORE, the parties hereto agree as follows:

1. **Objective**. The objective of this MOU is to outline the possible ways in which INDIAN INSTITUTE OF CRAFTS AND DESIGN and JK LAKSHMIPAT UNIVERSITY **could** develop and carry out collaborative activities.

2. **Scope of Activities**. The scope of collaboration on academic and research activities under this MOU may include, but is not limited to the following:

a) exchange of scholarly publications and information;

b) collaborative workshops and sessions for students

c) development of collaborative research programs or projects of mutual interest;

d) discussion of academic and administrative developments, including co-sponsorship of symposia, seminars and conferences; and

e) cooperation in the development of education generally, including the potential for offering joint programs;

3. **Not Legally Binding.** This MOU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Subsidiary agreements may be signed as required.

4. **Term**. This MOU is effective for a period of 3 (three) years from the date first above written. It may be extended or amended with the written agreement of both parties and may be terminated by either party with 6 (six) months' written notice to the other party. Any notice of termination should be addressed as follows:

if to INDIAN INSTITUTE OF CRAFTS AND DESIGN,

Attention: Binil Mohan – Linkages Incharge Email: binil@iicd.ac.in

Indian Institute of Crafts and Design J-8 Jhalana Institutional Area Jaipur – 302004 Rajasthan India if to JK LAKSHMIPAT UNIVERSITY

Attention: CA K K Maheshwari – SGM (F&A) Email: sgmf@jk/u.edu.in

JK Lakshmipat University Mahapura, **Registrar** Jaipur JK Lakshmipat University Rajasthan JAIPUR India

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

Indian Institute of Crafts and Design

Name: Dr. Toolika Gupta Title: Director

Date: 23.07.2019

JK Lakshmipat University

Name: Dr Roshan Lal Raina Title: Vice Chancellor



Date: 23.07.2019

## **MEMORANDUM OF UNDERSTANDING**



## Faculty of Management Studies INSTITUTE OF RURAL MANAGEMENT, JAIPUR RAJASTHAN

## AND



Institute of Management JK LAKSHMIPAT UNIVERSITY, JAIPUR

May 29<sup>th</sup> 2020

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## MEMORANDUM OF UNDERSTANDING BETWEEN INSTITUTE OF RURAL MANAGEMENT, JAIPUR

and

#### **INSTITUTE OF MANAGEMENT, JKLU, JAIPUR**

This MEMORANDUM OF UNDERSTANDING [hereinafter MOU] is made and entered into on Friday, 29<sup>th</sup> day of May, 2020 between *Institute of Rural Management, Rajasthan, (hereinafter 'IRM Jaipur')* on the ONE PART and *Institute of Management, JK Lakshmipat University, Jaipur (hereinafter 'IM-JKLU, Jaipur')* on the OTHER PART (who for the purpose of this MOU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training and research.

WHEREAS *Institute of Rural Management, Jaipur (Rajasthan)* is a contemporary, smart and innovative management institution and a leading research-led B-School in India, involved in education, training, research & evaluation. It is affiliated to AICTE, Ministry of HRD, Government of India and offers 2 Years Full Time Post Graduate Diploma in Management (PGDM) & Post Graduate Diploma in Management – Rural Management (PGDM-RM)

And WHEREAS *Institute of Management, JK Lakshmipat University, Jaipur* is a flagship constituent of the JK Lakshmipat University that offers highly innovative, cutting edge and industry ready programmes at postgraduate and undergraduate levels in the management domain, besides offering research, training, consultancy, and mentoring services to corporate and progressive academic institutes through its pool of highly qualified, acclaimed and renowned faculty in the various domains of management.

'*IRM*, *Jaipur*' and the '*IM-JKLU*, *Jaipur*, recognizing the value of cooperation, have agreed to enter into this Memorandum of Understanding ('MOU') regarding academic collaboration. The purpose of this non-binding Memorandum of Understanding (MOU) is to make possible and to institute academic exchange between '*IM-JKLU*, *Jaipur*', and '*IRM*, *Jaipur*', based upon the principles of mutual equality and the reciprocity of benefits.

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AND HENCE it has been considered expedient to agree in writing to participate jointly in undertaking students and research projects as per the expertise and logistics available with the PARTIES.

#### **Both Parties HEREBY AGREE:**

#### A. FACULTY PROGRAMME

Each Party will accept visiting faculty members on as per need basis from the other Party. The Host party will arrange for boarding and lodging for the visiting faculty and the host party will also bear all expenses of the visiting faculty related to boarding and lodging, besides honorarium, as agreed upon. All other expenses, including the travelling expenses, will be the responsibility of the visiting party.

Subject to availability, the host Party will provide the normal services for visiting faculty including library and laboratory facilities. The host Party will assist the visiting faculty as far as possible, in matters of health, and local custom.

#### B. JOINT RESEARCH PROGRAMME

The two Parties will seek opportunities to cooperate in research. The details of specific research proposals will be determined by the mutual agreement of both colleges. The form of cooperation may vary with the goal of each project.

The two Parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights, a further separate written agreement must be entered into in each case in accordance with the policies of '*IM-JKLU*, *Jaipur*' and '*IRM*, *Jaipur*' on intellectual property.

#### C. ACTIVITY EXCHANGE PROGRAMME

To facilitate academic and cultural interchange, the exchange of research materials, publications and information between the Parties will be encouraged. Each Party will invite the other, when appropriate, to participate in conferences, symposia and short visits.

#### D. STUDENT EXCHANGE PROGRAMME

The exchange of students will be encouraged. The exchange could be for a period of not exceeding two weeks in a year from either side. The number of student will not exceed fifteen from either side.

#### E. COMPLIANCE WITH LAWS

Both parties will comply with all relevant laws in the jurisdiction in which it is situated in and all visiting scholars and faculty shall comply with all relevant laws in the jurisdiction of the host Party.

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#### F. COMPLIANCE WITH COLLEGE RULES

Visiting party will comply with the rules of the host Institution.

#### G. NO AGENCY

Nothing in this MOU gives rise to a relationship of agency between the parties.

#### H. NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT

#### RELATIONSHIP

Nothing in this MOU shall be relied upon to construe a joint venture, partnership or employment relationship between the Parties.

#### I. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

This MOU shall remain in force for a period of **Two years** from the execution date at the beginning of this MOU, with the understanding that it may be terminated by either Party, giving one month notice to the other Party in writing. If this agreement is terminated by either party, each party agrees to carry out any obligations and responsibilities assumed prior to the termination date.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This MOU may be amended by the exchange of official letters between the two parties. Such amendments, once approved by both Parties, will become part of this MOU. Neither Party may assign this MOU or any right under this MOU without the prior written consent of the other Party.

#### J. NOTICES

Any notice or other communication to any party hereto (whether required or permitted to be given under or in connection with this MOU) shall be in writing and shall (at the option of the party giving the notice) be sent by registered post to the address set out under its name below, or to such other address as is from time to time notified to the party giving the notice in compliance with the provisions of this clause J:

#### Director

Institute of Rural Management, Jaipur Address: IIRM Jaipur Campus, Sector-11, Tagore Path, Agarwal Farm, Mansarovar, Jaipur, Rajasthan – 302020

#### Director

Institute of Management JK Lakshmipat University, Jaipur Address: Near Mahindra SEZ, P.O. Mahapura Ajmer Road, Jaipur - 302 026, Rajasthan, India.

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#### K. LEGAL EFFECT

The terms of this MOU represent the current intentions of the Parties as at the time of Signing this MOU is not legally binding on the Parties.

#### L. SECTION HEADINGS

Headings contained in this MOU are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

IN WITNESS whereof this MOU has been duly executed on the date shown at the beginning

of this MOU.

This MoU has been executed in two originals, one of which has been retained by 'IM-JKLU,

Jaipur' and the other by 'IRM, Jaipur'.

IN WITNESS WHEREOF, the PARTIES have executed this MOU and represent that they approve, accept and agree to the terms contained herein.

#### For and on behalf of:

**Institute of Management** 

JK Lakshmipat University

Jaipur (Rajasthan)

Signature: Ch

Name: Dr. Ashwini Sharma

Title: Assistant Director

Seal: ASST DIRECTOR Institute of Management JK Lakshmipat University Jaipur ( Rajasthan)

In the presence:

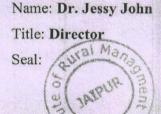
Signature:

Name: CA K. K. Maheshwari

Title: Officiating Registrar

Address: JK Lakshmipat University, Near Mahindra SEZ, Mahapura Ajmer Road, Jaipur Rajasthan, India. For and on behalf of: Institute of Rural Management, Jaipur (Rajasthan)

Signature:



In the presence: Signature:

Name: Dr. Abhineet Saxena

**Title: Dean Academics** 

Address: Institute of Rural Management Jaipur Rajasthan, India.

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#### Memorandum of Understanding

This Mernorandum of Understanding (MoU) is entered on the 20th day of October, 2019.

#### By and between:

IR4 Technologies Private Limited a company incorporated under Companies Act 1956 having its registered office at B – 156 Prashant Vihar Delhi - 110085 (hereinafter referred to as "IR4TECH", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

#### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and IR4TECH are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

#### WHEREAS,

- IR4TECHis a boutique firm focused on digital technologies like Artificial Intelligence, Machine learning, Bigdata, Data Analytics, Cyber Security, Blockchain, RPA and Cloud Computing etc. It has been founded and mentored by Technologist who have worked with Fortune 500 IT companies. IR4TECH helps corporates and IT professionals to cross-skill & up-skill their digital skills. The founder & CEO has spent 25+ years in the IT industry and his last role as Managing Director, Accenture India he was managing the technology delivery for Financial Services clients in Europe.
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
- JKLU and IR4TECH desire to establish collaboration for the benefit of students and faculty of JKLU and employees of IR4TECH.

Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.



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#### 4. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **Three (03)Years** from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

#### **Objectives:**

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - i. Set the ground for long-term academia-industry partnership by joint activities.
  - ii. Internship and placement opportunities for selected JKLU students
  - iii. Mutual Visits
  - iv. Collaborative research
  - v. Sharing of selected resources
  - vi. Exchange of academic materials and other information
  - vii. Collaboration in Training and competency building programs
- viii. Sharing of best-practices

#### **Commercials:**

#### There are no commercials.

**IN WITNESS WHEREOF**, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For IR4TECH
Signature	STATUR	The state .
Name	CA. KK Maheshwari	Arun Kumar Singal
Title	Officiating Registrar	C.E.O
Date	20/10/2019	20/10/2019

## **Memorandum of Understanding**

#### BETWEEN

#### JK Lakshmipat University

(Jaipur, Rajasthan)

And

#### MODEL INSTITUTE of EDUCATION and RESEARCH

(Jammu, J&K)

This Memorandum of Understanding (MOU) is entered into and is effective as of DATE 16<sup>th</sup> August, 2020 by and between the JK Lakshmipat University in Jaipur, Rajasthan and Model Institute of Education and Research (MIER) in Jammu, India, and shall be known collectively as the "Parties" and singularly as a "Party" or the "Party".

#### **Recitals:**

Whereas, cordial relations exist between JKLU and MIER; and

*Whereas,* JKLU and MIER have discussed mutual goals regarding opportunities for collaboration; and

*Whereas,* JKLU and MIER desire to establish collaboration for the benefit of students and faculty of their respective educational institutions;

*Now, therefore,* the Parties enter into this Memorandum of Understanding, in order to memorialize fundamental concepts regarding the collaboration.





#### **Understanding of the Parties**

In contemplation of establishment of the collaboration, the Parties agree as follows:

#### Article 1 (Objectives)

- A. To contribute further the stated goals and objectives of both institutions (JKLU and MIET) through mutual cooperation programs.
- **B.** To strengthen collaboration between JKLU and MIER by exploring opportunities in the following broad areas:
  - 1. Collaborative research
  - 2. Visits by academic and/or other staff
  - 3. Visits by students
  - 4. Exchange of academic materials and other information
  - 5. Training and competency building programs
  - 6. Sharing of best-practices
  - 7. Special short-term academic projects

#### Article 2 (Responsibilities of Parties)

- A. Both institutions commit themselves to identify concrete areas of academic collaboration and to explore the means to achieve a successful collaboration.
- **B.** The College officials who will have the responsibility in coordinating the Program for the parties are:

For JKLU:

For MIER: Prof. Ankur Gupta

#### Article 3 (Understanding of Parties)

- A. The Parties understand and acknowledge that they are making a significant commitment to this collaborative effort. Accordingly, the Parties agree to expend their best efforts on the design, implementation, and successful continuation of the collaboration.
- **B.** This MOU shall remain effective from the date of execution until the end of the term of five (5) years, at which time it will terminate unless extended by mutual written consent of the two parties.
- **C.** The Parties understand and acknowledge that this Memorandum of Understanding will provide the foundation for a more comprehensive agreement concerning the details of the collaboration.





In witness whereof, the Parties have caused their fully authorized representatives to execute this Memorandum of Understanding.



CA. KK Maheshwari

Signatures of

AEducad nsh UMMAL Director

Prof. Ankur Gupta

MIER

Date: 1<sup>st</sup> September 2020

#### Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 29th day of May, 2020.

#### By and between:

TalentSprint Private Limited, a company incorporated under Companies Act 1956 having its registered office at PSR Prime Towers, 1<sup>st</sup> Floor, Beside DLF Cyber City gate 1, Gachibowli, Hyderabad – 500 032, Telangana (hereinafter referred to as "TalentSprint", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

#### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and TalentSprint are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

#### WHEREAS,

- TalentSprint brings transformational high-end and deep-tech learning programs to young and experienced professionals. The Company's digital platform offers a hybrid onsite/online experience to seekers of deep technology expertise. The Company partners with top academic institutions and global corporations to create and deliver world class programs, certifications, and outcomes. The Company is an Innovation Partner for the National Skill Development Corporation (an arm of the Ministry of Skill Development and Entrepreneurship, Government of India).
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
- TalentSprint has launched TalentSprint Centre of Excellence (TSCOE), an initiative which aims to provide exposure to college students on the emerging industry needs.
- 4. The Institution has expressed its desire to launch TSCOE in their Institution.



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Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

#### 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of Three (03) Years from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties.

#### 2. TalentSprint Deliverables to Institution:

The Institution which becomes a TSCOE member will enjoy various complementary and premium programs offered by TalentSprint either on its own or in association with corporations or institutions from time to time. Programs are brought out in Annexure 1 which is effective June 1, 2020 and may be amended from time to time.

#### 3. Institution Deliverables to TalentSprint:

Institution will, as part of setting up the TSCOE, offer the following:

- a. Register their students on the TalentSprint COE platform to enable them access content of the complementary programs
- b. Position TSCOE and its brand in their campus and in their digital presence as mutually agreed upon
- c. Showcase various opportunities available to the students from time to time as mutually agreed upon
- d. Participate in launching Premium programs from time to time as mutually agreed upon

#### 4. Commercials

There are no commercials to be a TSCOE member. However each of the Programs and Services may have its commercials.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For TalentSprint
Signature		10.9
Name	CA. KK Maheshwari	K Sridhar
Title	Officiating Registrar	chait Business Officer
Date	29/05/2020	29/05/2020



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#### PROGRAMS AS ON MAY 29, 2020

#### 1. **Complementary Programs**

- A. Digi Placement Readiness program: This Program is open to ALL STUDENTS of the Institution. This Program will enable students to build problem solving and communication skills.
- B. Programming Foundations: Prepares Your Students for Technical Interview Round with programming foundations which covers C, Java, SQL
- C. Blue Prism Foundation Certification Program: Self-paced learning program coupled with online live interactive doubt clearing classes with faculty. Certification costs, if any, may apply.
- D. Python for AI/ML:

Best suited for capable select students (maximum 100 in a year), this program provides the right foundation in Python, its libraries and other relevant tools for AI/ML.

#### **Premium Programs** 11.

These Programs will be offered on a select basis to Institution, based on industry demand and acceptance by program partners. These Programs are generally designed as a Student-Pay program and Fee will be charged as applicable.

- 1. Pega University Academic Program
- 2. Automation Anywhere Master Certification Program
- 3. Blue Prism Developer Certification Program
- 4. Certified Data Science Engineer
- 5. Full Stack Developer



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## LrnEd

#### Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the day of 29<sup>th</sup> May, 2020.

#### By and between:

<u>LrnEd Technologies</u>, a company incorporated under Companies Act 1956 having its registered office at <u>C-440</u>, <u>Sushant Lok-1 Gurgaon</u> (hereinafter referred to as "<u>company</u>", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

#### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and company are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**"

#### WHEREAS,

- 1. <u>LrnEd Technologies (www.Irned.io</u>) is India's software engineering career accelerator, a company on mission to up-skill engineers for the future of work. It's registered under company act with corporate identification number (CIN) as U80904HR2019PTC083131 and iregistration number as 83131 under registrar of companies, New Delhi
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
- 3. JKLU and the company desire to establish collaboration for the benefit of students and faculty of JKLU and associates and network of LrnEd Technologies.



Page 1|2



Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

#### 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **Five (05) Years** from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

#### **Objectives:**

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - i. Set the ground for long-term academia-industry partnership by joint activities.
  - ii. Internship and placement opportunities for selected JKLU students
  - iii. Mutual Visits
  - iv. Collaborative research
  - v. Sharing of selected resources
  - vi. Exchange of academic materials and other information
  - vii. Collaboration in Training and competency building programs
  - viii. Sharing of best-practices

#### Commercials:

There are no commercials involved

**IN WITNESS WHEREOF**, this MoU is duly executed on the day, month and year first herein above written in the presence of:

Details	For JK Lakshmipat University	For LrnEd Technologies
Signature	JAIPUR T	Sanjay Verma
Name	CA. KK Maheshwari	Sanjay Verma
Title	Officiating Registrar	Chief Executive Officer
Date	29/05/2020	29 May 2020

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# GeeksforGeeks

## A computer science portal for geeks

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made on 6th August 2019 by and between:

GeeksforGeeks(A unit of sanchhaya education Pvt Ltd) and JK Lakshmipat University (JKLU), Jaipur having its campus situated at Ajmer Road Jaipur.

**GeeksforGeeks** and JKLU are referred to individually as "Party" and collectively as "Parties".

#### As part of the agreement, GeeksforGeeks will abide to the following:

- Free course on programming language(C programming, C++, Java & Python) for all the students on your campus.
- A Campus Leaderboard where all the students can track their campus ranking.
- Free access to our paid DSA course for the 3 faculties.
- Job Referrals/Placement assistance.

As part of the agreement JK Lakshmipat University will oblige to the following:

- Our free course to be made available for 1<sup>st</sup>/2<sup>nd</sup> Year students
- Classroom to be made available for the mentor session(If scheduled)



#### 1. MISCELLANEOUS:

- 1. The details for the efficacious implementation of this MOU shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both institutions.
- 2. Parties may by mutual consent, add modify, amend, delete, review or revise any term(s) and condition(s) of this MOU.
- 3. The parties to this MOU undertake to treat as confidential and privileged information of the other institution, which is so classified in advance.

IN WITNESS WHEREOF, GEEKSFORGEEKS AND (JKLU) HAVE CAUSED THIS MOU TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES IDENTIFIED BELOW ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

For GeeksforGeeks	For (JKLU)
Signature :	Signature: (Authorised Person)
Name: Mr Sandeep Jain	Name: CA KK Maheshwari
Title: Founder & CEO GeeksforGeeks	Title: Officiating Registrar, JKLU

Dated – 6th August, 2019.





#### Memorandum of Understanding between D Y Patil University, Pune, Ambi, Maharashtra and JK Lakshmipat University, Jaipur, Rajasthan

D Y Patil University, Pune, Ambi, Maharashtra and JK Lakshmipat University, Jaipur, Rajasthan hereby agree to establish collaboration for the benefit of students, faculty and staff of both universities.

Following areas are identified with the mutual interests and consent:

- 1. To contribute for the academic programme development and delivery.
- 2. To strengthen collaboration between both universities and explore opportunities for strengthening long-term academia-industry partnership by joint activities.
- 3. Internship and placement opportunities.
- 4. Industry and University Visits.
- 5. Collaborative research.
- 6. Sharing of selected resources.
- 7. Exchange of academic materials and other information.
- 8. Collaboration in Training and competency building programs.
- 9. Sharing of best-practices.

All the above activity is non-commercial. The collaboration is valid from this date and can be further amended based on mutual consent. Also, either side can terminate the same with one month notice, without assigning any reasons what so ever.



Date: March 9, 2020

Ashok Patil Registrar, DY Patil University Ambi, Pune, Maharashtra, India



#### Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 10th day of October, 2019.

#### By and between:

MTree Software Private Limited, a company incorporated under Companies Act 1956 having its registered office at : A-24, Bathala Apartments, I.P. Extn. Patparganj, Delhi (hereinafter referred to as "MTree", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MOU) OF THE FIRST PART

#### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and MTree are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

#### WHEREAS,

- MTree Software is focused on engineering of software products based on cutting edge technologies. It is engaged in building software products for customers in the areas of network simulation, cyber threat simulation, IOT for retail, cloud based SAAS solutions, and Al/ML software for computer vision and NLP applications.
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
- JKLU and MTree desire to establish collaboration for the benefit of students and faculty of JKLU and employees of MTree.

*Now therefore,* in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

#### 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **three (03)** Years from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

#### Objectives:

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - i. Set the ground for long-term academia-industry partnership by joint activities.
  - ii. Internship and placement opportunities for selected JKLU students
  - iii. Mutual Visits
  - iv. Collaborative research
  - v. Sharing of selected resources
  - vi. Exchange of academic materials and other information
  - vii. Collaboration in Training and competency building programs
- viii. Sharing of best-practices

#### Commercials:

#### There are no commercials.

**IN WITNESS WHEREOF**, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For MTree
Signature	Day STHIPAT UN	m Varial Var Jain
Name	CA. KK Maheshwan	Madhavi Karmalkar Jain
Title	Officiating Registrar	Director
Date	10/10/2019	10/10/2019



## ALL INDIA MANAGEMENT ASSOCIATION

Management House, 14 Institutional Area Lodhi Road, New Delhi - 110 003 Tel. : +91-11-2464 5100, 4312 8100, Fax : +91-11-2462 6689 E-mail : gen-info@aima.in, Website: www.aima.in

#### AIMA BIZLAB ACCREDITED INSTITUTE PARTNER (Agreement)

THIS AGREEMENT is entered into as of 16<sup>th</sup> July 2020 ("Effective Date") by and between **All India Management Association (AIMA)**, with offices at Management House, 14, Lodhi Institutional Area, Delhi – 110003, India and JK Lakshmipat University, Near Mahindra SEZ, P.O. 302 026, Ajmer Road, Mahapura, Rajasthan - 302026, India ("AIMA BIZLAB ACCREDITED INSTITUTE"). Whereas, AIMA BIZLAB ACCREDITED INSTITUTE wishes to license AIMA BizLAB software and AIMA desires to license this software to AIMA BIZLAB ACCREDITED INSTITUTE. NOW THEREFORE, the parties hereto agree as follows:

#### 1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, AIMA grants to AIMA BIZLAB ACCREDITED INSTITUTE a non-exclusive, non-transferable license to use AIMA BizLAB for the purpose of academic usage. AIMA BIZLAB ACCREDITED INSTITUTE may use the AIMA BizLAB software for its own use only, and may not translate or modify the software. AIMA BIZLAB ACCREDITED INSTITUTE may not transfer or sublicense the AIMA BizLAB software to any third party, in whole or in part, in any form, whether modified or unmodified.

#### 2. CONSIDERATION TO AIMA

- A. AIMA BIZLAB ACCREDITED INSTITUTE shall pay the license fees of INR 1.20 Lacs + GST upon signing the agreement thereafter AIMA shall delivery AIMA BizLAB software license to AIMA BIZLAB ACCREDITED INSTITUTE.
- B. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If AIMA is required to pay any such amounts, AIMA BIZLAB ACCREDITED INSTITUTE shall reimburse AIMA in full.
- A. The geography exclusivity for AIMA BIZLAB ACCREDITED INSTITUTE is for 10 KM with in the radius of JK Lakshmipat University, Near Mahindra SEZ, P.O. 302 026, Ajmer Road, Mahapura, Rajasthan 302026, India. Thus, AIMA shall not provide the services of AIMA BizLab to any other institute in said region.





## ALL INDIA MANAGEMENT ASSOCIATION

Management House, 14 Institutional Area Lodhi Road, New Delhi - 110 003 Tel. : +91-11-2464 5100, 4312 8100, Fax : +91-11-2462 6689 E-mail : gen-info@aima.in, Website: www.aima.in

#### 3. LICENSES

AIMA BIZLAB ACCREDITED INSTITUTE is hereby granted 30 (Thirty) licenses of AIMA BizLAB software. The said licenses can be used only by faculty and students of AIMA BIZLAB ACCREDITED INSTITUTE. Any further increase in the number of licenses in future will be on 30 licenses for INR 1.30 Lacs + GST. The licences for the students will be applicable for one year from the date of allocated to them.

#### 4. PROPRIETARY RIGHTS

- A. AIMA BIZLAB ACCREDITED INSTITUTE recognizes that AIMA regards the AIMA BizLAB software as its proprietary information and as confidential trade secrets of great value.
- B. AIMA BIZLAB ACCREDITED INSTITUTE agrees not to provide or to otherwise make available in any form the AIMA BizLAB software, or any portion thereof, to any person other than employees and students of AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA.
- C. AIMA BIZLAB ACCREDITED INSTITUTE further agrees to treat the AIMA BIZLAB software with at least the same degree of care with which AIMA BIZLAB ACCREDITED INSTITUTE treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the AIMA BizLAB software.

#### 5. TERM

The agreement shall continue till August 31<sup>st</sup>, 2021 from the date of signing of this agreement subject to AIMA BIZLAB ACCREDITED INSTITUTE's proper performance of its obligations hereunder.

#### 6. TERMINATION

AIMA may terminate this Agreement if AIMA BIZLAB ACCREDITED INSTITUTE is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from AIMA.





## **ALL INDIA MANAGEMENT ASSOCIATION**

Management House, 14 Institutional Area Lodhi Road, New Delhi - 110 003 Tel. : +91-11-2464 5100, 4312 8100, Fax : +91-11-2462 6689 E-mail : gen-info@aima.in, Website: www.aima.in

#### 7. MAINTENANCE SUPPORT

AIMA shall provide to AIMA BIZLAB ACCREDITED INSTITUTE the following support with respect to the Software:

- If AIMA BIZLAB ACCREDITED INSTITUTE notifies AIMA of a substantial program error respecting the Software, or AIMA has reason to believe that error exists in the Software and so notifies AIMA BIZLAB ACCREDITED INSTITUTE, AIMA shall at its expense verify and attempt to correct such error.
- II. In the case that AIMA BIZLAB ACCREDITED INSTITUTE has technical questions in the use of the Software AIMA BIZLAB ACCREDITED INSTITUTE may submit those questions to AIMA. AIMA shall provide consulting to answer such questions without charge to AIMA BIZLAB ACCREDITED INSTITUTE.

#### 8. DELIVERY OF AIMA BIZLAB SOFTWARE

AIMA shall use its best efforts to guide the team of AIMA BIZLAB ACCREDITED INSTITUTE in accessing the AIMA BizLAB software promptly after receipt of the payment. AIMA shall train nominated faculty from VDT on AIMA BIZLAB ACCREDITED INSTITUTE to enable them to operate and guide the students effectively in usage of AIMA BizLAB software.

#### 9. WARRANTY DISCLAIMER

AIMA licenses, and AIMA BIZLAB ACCREDITED INSTITUTE accepts, the AIMA bizlab software "AS IS." AIMA SHALL WARRANT THAT THE FUNCTIONS CONTAINED IN THE AIMA BIZLAB PORTAL ERROR FREE. IN THE EVENT OF NOT RECTIFYING THE ERROR IMMEDIATELY, THE WARRANTY DURATION NEEDS TO BE ADDED OVER AND ABOVE THE TWELVE MONTHS' AGREEMENT PERIOD.

#### **10. PATENT AND COPYRIGHT INDEMNITY**

AIMA will defend at its own expense any action brought against AIMA BIZLAB ACCREDITED INSTITUTE to the extent it is based on a claim that the AIMA BizLAB software used within the scope of the license granted hereunder infringe a patent, copyright or other proprietary right of a third party. AIMA will pay any costs, damages or attorney fees finally awarded against AIMA BIZLAB ACCREDITED INSTITUTE in such action which are attributable to such claim, provided AIMA is promptly notified in writing of such claim, may control the defence and/or settlement of such claim, and is provided with all requested assistance, information and authority. AIMA shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of AIMA BizLAB

ew Delhi



Management House, 14 Institutional Area Lodhi Road, New Delhi - 110 003 Tel. : +91-11-2464 5100, 4312 8100, Fax : +91-11-2462 6689 E-mail : gen-info@aima.in, Website: www.aima.in

software in any form other than the original, unmodified form provided to AIMA BIZLAB ACCREDITED INSTITUTE or the use of a combination of the AIMA BizLAB software with hardware, software or data not supplied by AIMA where the used AIMA BizLAB software alone in their original, unmodified form would not constitute an infringement. The foregoing states AIMA BIZLAB ACCREDITED INSTITUTE's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

### **11. LIMITATION OF LIABILITY**

AIMA'S LIABILITY TO AIMA BIZLAB ACCREDITED INSTITUTE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY AIMA BIZLAB ACCREDITED INSTITUTE TO AIMA. IN NO EVENT SHALL AIMA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

#### **12. NOTICES**

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

#### **13. SUCCESSORS**

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

#### 14. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.



Management House, 14 Institutional Area Lodhi Road, New Delhi - 110 003 Tel. : +91-11-2464 5100, 4312 8100, Fax : +91-11-2462 6689 E-mail : gen-info@aima.in, Website: www.aima.in

#### 15. GOVERNING LAW/FORUM

This Agreement shall be governed as per the Laws of India. Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Courts at New Delhi.

#### **16. NON-ASSIGNMENT**

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA.

#### **17. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in AIMA BIZLAB ACCREDITED INSTITUTE's purchase order or AIMA's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.



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For All India Management Association

		1/ // New Delhi
Signature	*	M S New Jo
By (Name)	:	Mr. Pankaj Rajvanshi
Designation	:	CFO, Centre for Management Development, AIMA
Date	:	16 <sup>th</sup> July 2020

For JK Lakshmipat University (AIMA BIZLAB ACCREDITED INSTITUTE)

Signature	:	
By (Name)	:	
Designation	:	
Date	:	16 <sup>th</sup> July 2020



Management House, 14 Institutional Area Lodhi Road, New Delhi - 110 003 Tel. : +91-11-2464 5100, 4312 8100, Fax : +91-11-2462 6689 E-mail : gen-info@aima.in, Website: www.aima.in

Annex. 1

- 1. Single Player Mode One student can play individual simulation against AI 3 times a year.
- 2. Workshop Model Certified faculty can run the simulation program along with curriculum 2 times a year
- 3. Assessment Mode Certified faculty can run the simulation program as assessment or exam 2 times a year
- 4. Your certified faculty can use Simulation (On Licensed Basis) in MDPs conducted by Institute
- 5. AIMA may use (on consulting basis) your certified faculties for our simulation activities in India region (if and whenever required)
- 6. Institute get opportunities to host AIMA's program in future on mutual consent
- 7. Institute can use AIMA BizLab logo in their marketing collaterals as AIMA BizLab Accredited Institute
- 8. Institute logo and profile will be listed on AIMA BizLab portal.
- 9. Profile of Certified Faculties would be placed on AIMA BizLab Portal if Institute permits.

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Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by Description of Document Property Description Consideration Price (Rs.)

First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

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# **Government of National Capital Territory of Delhi**

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This non-judicial stamp paper froms an integral part of the Memorandum of Understanding executed between Jindal stainless Corporate Management Services Prt. 1td. and JK Lakshmipat University, Jaipun, India on 16th December, 2019

Statutory Alert:

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

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The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority.





# Memorandum of Understanding between

### JK LAKSHMIPAT UNIVERSITY JAIPUR, INDIA

### And

# JINDAL STAINLESS CORPORATE MANAGEMENT SERVICES PRIVATE LIMITED, INDIA

This Memorandum of Understanding ("Memorandum") is entered into on this  $16^{-th}$  day of December, 2019 at New Delhi, to record an inter-institutional cooperative agreement between

JK Lakshmipat University ("JKLU"), a UGC accredited University located at Mahapura, Near Mahindra SEZ, Ajmer Road, Jaipur, Rajasthan- 302026, India,

#### And

**Jindal Stainless Corporate Management Services Private Limited** ("JSCMS"), a company incorporated under the Companies Act, 1956, having its corporate office at Jindal Centre, 12, Bhikaiji Cama Place, New Delhi-110066.

JKLU and JSCMS desire to promote common academic and research & development interests through a cooperative relationship between the two institutions ("Project").

JKLU and JSCMS are collectively referred to herein as the "Parties" and individually as a "Party".

### I. PURPOSE OF THE AGREEMENT

- 1. Both Parties agree to discuss cooperation in joint educational programs and research projects. Under this Memorandum, both Parties will encourage contact, cooperation and projects between the faculty members, students, institutes of JKLU, and professionals of Jindal Stainless Limited & Jindal Stainless (Hisar) Limited.
- 2. The detailed scope of work and deliverables of JKLU for Phase 1 of the Project and financial consideration to be paid to JKLU by JSCMS for the same have been provided under the Annexure attached with this Memorandum. The activities under Phase 1 shall be completed by JKLU within six (6) weeks from the execution of this Memorandum.
- 3. For further activities/developments under this Memorandum, the Parties may agree in writing upon scope of work & financials, and such agreement/document, as & when executed, shall form a part of the Annexure hereto.

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4. Arrangements for specific forms of cooperation and initiatives will be developed jointly and will be agreed upon in writing for each specific activity.

# **II. VALIDITY, RENEWAL AND TERMINATION**

This Memorandum will remain in effect for three (3) years ("Term") at the end of which period the Memorandum will be reviewed by both Parties and may be renewed for such further duration and upon such terms as may be agreed between the Parties. This Memorandum may be terminated by either Party with a six-month written notification of termination by either Party.

#### **III. CONFIDENTIALITY**

- 1. During the Term of this Memorandum and for three (3) years thereafter, the Parties shall keep in confidence the terms of this Memorandum and any Confidential Information obtained under this Memorandum and will not, without the prior written consent of the other party, disclose Confidential Information or the existence or details of this Memorandum to any person (other than each party's employees or professional advisers who need to know such information for performance of obligations under this Memorandum, provided that each party shall remain liable for such disclosure as if the party had made such disclosure itself).
- 2. For the purposes of this Agreement, the term "Confidential Information" shall mean any information concerning the business and/or operations of JSCMS and JKLU. Confidential Information shall not include any knowledge about the manufacturing of stainless steel and any similar information that has been included by JSCMS in the teaching material of any course/program that has been developed pursuant to this Memorandum.
- 3. JKLU shall implement such physical and other security measures as are necessary to (i) ensure the security and confidentiality of Confidential Information, (ii) protect against threats or hazards to the security and integrity of Confidential Information, and (iii) protect against unauthorized access to or use of Confidential Information.
- 4. The obligations set out hereinabove shall not apply to information which: (i) has been published other than through a breach of this Memorandum; (ii) is lawfully in the possession of a Party before disclosure under this Memorandum; (iii) has been obtained from a third party who is free to disclose it; (iv) developed independently without use or reference to the Confidential Information, as shown by written records and other competent evidence; (v) already in public domain and publicly known prior to the time of disclosure; or (vi) which a Party is required to disclose by law, court order or for the purposes of a regulatory authority, provided that such Party must provide a prior written notification to the other Party, who shall then have the opportunity to respond to and/or dispute such request with the authority.
- 5. Upon the expiration or termination of this Memorandum, or on JSCMS's request, JKLU shall promptly: (i) return to JSCMS all Confidential Information provided by JSCMS; (ii) destroy all copies and/or derivatives of Confidential Information.

### IV. NOTICE

All notices and demands required or permitted under any provisions of this Memorandum shall be in writing and communicated electronically or mailed to the following addresses:

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 To JKLU: Office of the Vice Chancellor JK Lakshmipat University Mahapura, Near Mahindra SEZ, Ajmer Road Jaipur 302026, Rajasthan
 To JSCMS: Office of the Managing Director Jindal Stainless Jindal Centre, 12 Bhikaji Cama Place New Delhi - 110066,

#### V. AMENDMENTS

JKLU and JSCMS agree that any matters not addressed in this Memorandum and any addenda or amendments to it must be in writing and approved by both Parties.

### VI. GOOD FAITH EFFORTS

JKLU and JSCMS agree to comply with the obligations enumerated in this Memorandum and to try, if possible, to resolve any problems that may arise in the execution of this Memorandum through direct engagement.

### **VII. FORCE MAJEURE**

Neither Party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to force majeure, it becomes impossible to implement the obligations set forth in this Memorandum, it shall be suspended temporarily until the disadvantages are overcome.

#### **VIII. ENTIRE AGREEMENT**

This Memorandum and amendments (if any) constitute the entire agreement between JKLU and JSCMS, and supersede all other promises, verbal or written agreements, negotiations, and prior understandings or representations of any kind relating to the subject matter of this Memorandum that precede the date of this Memorandum.

#### IX. GOVERNING LAW & JURISDICTION

This Memorandum shall be governed by and construed in accordance with the laws of India and the courts at New Delhi shall have the exclusive jurisdiction to adjudicate upon any matter under or relating to this Memorandum.

#### X. RELATIONSHIP

Nothing in this Memorandum shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.

#### XI. PUBLICITY

the Autor

Neither Party shall issue press releases or make other public announcements related to the commercial arrangements between the Parties and any confidential information without obtaining prior written approval of the other party. Provided that, any promotional material, other than the aforementioned, which is sought to be published by a Party shall be submitted to the other Party for their review.

### **XII. REPRESENTATION**

Both Parties represent and warrant that the signatories below have the power and authority to enter into this Memorandum.

Signed by:

Asheesh Gupta Pro Vice Chancellor JK Lakshmipat University

Date:

Jubrata Shalth change

Subrata Bhattacharya Authorised Signatory Jindal Stainless Corporate Management Services Private Limited

Date: \_\_\_\_

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# Draft Agreement between JSL and JKLU, Jaipur: Phase 1

Stainless Steel course at Architecture Colleges and Design Schools

November 2019

28 11. 2019 To, Mr. Bhattachanya, Endosed is the proposed Scope of Work, Doliverables, Trimline Sir, and Cost of Atro Phase I of the Project between JSL and JKLD, Jaipur. Request your Kind approval of the same. Approved Bladdecher JINDAL STATALESS Rejardo, Ramt.

# Draft Agreement between JSL and JKLU, Jaipur: Phase 1

# A. Scope of work for JKLU, Jaipur

1. Development of 2-3 credit elective course content for Design Schools and Architecture Institutes.

2. Workshops with various stakeholders, such as Jindal Stainless Group and Academic Institutions, to align the course content to the desired outcome.

3. Shortlist at least 4-5 faculties from whom 1-2 faculties could be selected by JSL for conducting the elective course at various design schools and architecture colleges. The faculty would comprise:

- Architect
- Product designer

4. Develop various prototype models in SS for showcasing at the Institutes. This will form an integral part of the assignments and projects to be taken up for the 2/3 credit elective course at the Institutes.

5. Act as faculty guide for the elective programme.

### B. Deliverables for Phase 1

- 1. Course manual for Design schools and Architectural colleges
- 2. Development of various prototype models in SS.
- 3. Selection of faculty for conducting the elective course at various Institutes.

### C. Time of completion of Phase 1

4-6 weeks from the date of start.

# D. Proposed cost of Phase 1 & Payment terms

- Following is the estimated time investment of various members of the professional team:
  - Course Leader : 30 hours
  - Subject matter experts (Material Design & manipulation, Architecture, instructional design) : 70 hours
  - Documentation : 30 hours
  - Prototyping staff : 20 hours

Total: 150 hours

Jindal Stainless Ltd

Page 2

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Total Cost of Phase 1:

- INR 7,00,000 (rupees seven lakh only), exclusive of taxes.
- Out of pocket expenses for development of samples and prototypes for assignments, travel, and statutory taxes will be on actual.
- 50% of the fee to be payable to JKLU, Jaipur on signing to mobilise the team, and remaining 50% on completion of the deliverables

Jindal Stainless Ltd

- Salmuto





# MEMORANDUM OF UNDERSTANDING

# Between

# EDINBURGH NAPIER UNIVERSITY and JK LAKSHMIPAT UNIVERSITY

This Memorandum of Understanding is made between Edinburgh Napier University, UK, and JK Lakshmipat University, India for the purpose of promoting common interests and further developing the cordial relationship that exists between the two institutions.

Based on the principle of mutual benefit and reciprocity, both institutions agree as follows:

### Principles of Understanding

- 1. To encourage cooperation on academic programmes.
- 2. To encourage joint research activities.
- 3. To facilitate, university staff exchanges or mutual visits to both institutions.
- 4. To explore student exchange and/or visiting programmes.
- 5. To evaluate further areas of collaboration, including joint or dual degree programmes and recruitment partnerships

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding (MoU) shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity and will be the subject of separate agreements.

Both parties agree not use the name or logo of either party in any form of advertising or publicity without prior consent.

#### Validity and Renewal

This Memorandum of Understanding (MoU) shall remain in force for five years from the date of signing and be subject to revision or modification by mutual consent. Both parties shall

Page 1 of 2

discuss and decide on the continuation or revision of the Memorandum six months prior to its expiry.

This document is a statement of understanding and is not intended to create binding or legal obligations on either party.

Signed on behalf of Edinburgh Napier University

Signed on behalf of JK Lakshmipat University

middy.

Michael Greenhalgh Vice Principal International

Asheesh Gupta Pro Vice Chancellor



Date:

Date: 7/2/20



# Letter of Agreement (LOA) between

# Canada-India Centre for Excellence at Carleton University (CICE)

and

# JK Lakshmipat University (JKLU), Jaipur, India

Dated: 20<sup>th</sup> April, 2020

# Purpose

The Canada-India Centre for Excellence (CICE) at Carleton University will engage with JK Lakshmipat University (JKLU) to establish new initiatives related to Research, Innovation, Design & Development including related outreach, pedagogy and applications. CICE will partner with relevant stakeholders at Carleton University and other Canadian entities to involve Canadian researchers and experts for collaboration purposes.

# About Carleton University

Carleton University is a comprehensive university located in the capital of Canada, Ottawa, Ontario. It offers 65 programs of study in areas as diverse as public affairs, journalism, film studies, engineering, high technology and international studies. Carleton University has more than 2,800 professors and staff members and 28,000 students. Carleton's creative, interdisciplinary and international approach to research has led to many significant discoveries and creative works in science and technology, business, governance, public policy and the arts.

# About Canada-India Centre for Excellence

Established in 2011, CICE is a research and training centre as it seeks to strengthen the bilateral ties between Canada and India. Under its Capacity Building mandate, CICE partners with Carleton University's various faculties and experts to develop custom professional development and academic offerings for Indian students, professionals, and businesses. Centre's services include the Canada-India Acceleration Program, which aims to facilitate mobility of Canadian technology start-ups in to India.

# About JK Lakshmipat University

A relatively young university established in 2011, JK Lakshmipat University (JKLU), located in historic city of Jaipur in India, is part of well-known and widely respected JK Organisation (JKO). The advent of JKO more than 125 years ago on the industrial landscape of India almost synchronizes with the beginning of an era of industrial awareness – an endeavour for self-reliance and the setting up of a dynamic Indian



industry. JKO has been a forerunner in the economic and social advancement of India. In consonance, JKLU's philosophy is grounded in making students ready for not just a job but for their life. It aspires to be India's most innovative higher educational institution focused on a new-age experiential projectbased pedagogy facilitating trans-disciplinary learning across management, design, engineering and technology, along with communication and critical thinking. Currently, the University is offering cuttingedge UG programmes in B Tech, B Design, BBA and PG programmes in M Tech, MBA, and PhD.

# **Initiatives Planned**

The following initiatives will be launched as part of this Letter of Agreement:

- Data Analytics | Bring opportunities for JKLU students via CICE's programs in India and Canada.
- Faculty Development | Pedagogy based learning and enhancement of learning materials and process for lab exercises for students.
- Communication & Critical Thinking | Faculty visits from time to time to run short academic sessions at JKLU campus.
- Student Development Programs | Work with JKLU students to offer niche programs for 4 weeks orientation courses for JKLU students at Carleton University campus in Canada. Areas can be in the fields of Engineering, Management, Design, Entrepreneurship and Innovation.
- Design and Innovation | Explore opportunities to collaborate and work together on wider aspects of International best practices and learning from each other's capabilities through interactions between interested researchers, innovators and designers (for example: Design for Sustainability, Design for Patentability, Design for Automation).

# Duration

This agreement will be in place for a period of 2 years. However, the two parties can choose to renew it after a one-year period. Either party can choose to terminate this agreement with a written notice to the other party with a three months' notice.

# **Rights**

This agreement provides the right to CICE and JKLU to use each other's logos, provided it is used only for marketing the program offerings included in this agreement. Any use of logo shall make it clear that the other party is only a program partner and not liable for any legal liabilities in any jurisdiction.

Nothing in this LoA shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other Party. This is a non-exclusive agreement and both parties reserve the right to engage other partners for student recruitment purposes. Before the launch of a program, the parties may finalise the revenue sharing arrangement for each program.



Karen Schwartz MSW, PhD Associate Vice-President (Research & International) & International Liaison Officer Carleton University

Dr. Jyoti Prakash Naidu Dean (Research & Development) JK Lakshmipat University



# **PROCEEDINGS AGREEMENT**

This agreement is made this 11<sup>th</sup> Day of December 2019 ("Agreement"), by and between **ELSEVIER Ltd.** located at The Boulevard, Langford Lane, Kidlington, Oxford, OX5 1GB, UK ("Elsevier"), and **JK Lakshmipat University**, ("Organizer") located at **Jaipur, India**.

# **BACKGROUND:**

WHEREAS, the Organizer desires to enter into this Agreement whereby Elsevier will be responsible for the publication of papers (hereinafter "Proceedings") of the International Conference on Innovation in Technology & Management for Achieving Sustainable Development Goals (SDGs): Materials Science in the journal entitled *Materials Today: Proceedings* (hereinafter "Procedia").

**NOW** it is mutually agreed between parties as follows:

# 1. Manuscript Delivery.

- a. <u>Delivery</u>. The Organizer shall be responsible for ensuring that its authors/paper presenters deliver to Elsevier on or before the **31**<sup>st</sup> **March 2020**, time being of the essence, a final, complete and reviewed manuscript of the Proceedings in accordance with the instructions of Elsevier, making use of the electronic submission system as requested by Elsevier. Such manuscript shall be in the English language and shall be delivered together with the complete table of contents, photographs, figures, legends, drawings, front matters, maps and other illustrative material to be included.
- b. <u>Non-Delivery/Unsatisfactory Delivery</u>. If the Organizer does not deliver the final complete manuscript by the above date Elsevier may immediately suspend or terminate this Agreement by written notice.

In the event of termination as set out above, all obligations between the parties shall cease and this Agreement shall become null and void (except as expressly noted herein).

If the Organizer furthermore delivers by the date noted herein a manuscript or deliverables that do not conform with the requirements noted herein, or that are deemed otherwise unsatisfactory in form or content, Elsevier shall provide written notice stating the reasons for its determination that the manuscript or deliverables are unacceptable and provide the Organizer 30 (Thirty) days within which to make such changes and revisions to the satisfaction of Elsevier. In the event a revised manuscript satisfactory to Elsevier is not received within this timeframe, Elsevier shall have the right to refuse to publish such Proceedings and to terminate this Agreement by written notice to the Organizer without prejudice to the right of Elsevier to receive payment on a time and materials basis for all work done prior to the date of termination, such payment to be made by the Organizer within 30 (Thirty) days from the date of invoice.



Provided that the manuscript is acceptable to Elsevier as described herein, Elsevier shall produce the Proceedings as a separate issue in Procedia and publish the same within **3** (**three**) **months** of receiving the final, complete and electronically formatted manuscripts from the Organizer in the English language. Any hard copies will be delivered within 4 (four) weeks after online publication of the relevant Proceedings.

# 2. <u>Manuscript Editing, Production and Distribution.</u>

- a. The Organizer will be responsible for selection of the contributions, the peer-review and editing of the manuscript and the arrangement of the papers for publication. The Organizer shall ensure that peer-review is conducted by the Guest Editor(s) of the Proceedings, or other experts as directed by the Organizers and approved by the Guest Editor, in accordance with the peer-review process required by Elsevier and described in the Annex to the Guest Editor agreement at Annex B. Elsevier shall not be required to include a contribution in the Proceedings unless a signed Journal Publishing Agreement form, as described under Annex A has been received by Elsevier from the contributor with respect to their contribution prior to the publication of the Proceedings. The Organizer will ensure that the manuscripts are of a high professional level and consistent with the standards as set by Elsevier.
- b. Upon Elsevier's request, the Organizer will promptly deliver to Elsevier a list of all contributors in electronic format with full names, telephone numbers, business/ institution postal mailing addresses, including postal zip codes, and business/institution electronic mail addresses.
- c. Elsevier shall include the Proceedings as part of the Science Direct® electronic service or any successor/affiliated service. Elsevier will ensure that the Proceedings content will be published and distributed with the appropriate copyright notice. The Organizer will be fully responsible for the appointment and performance of the independent Guest Editor(s), as defined in Annex B. The Organizer shall upon signing this Agreement ensure that the Guest Editor signs the agreement substantially as set forth as Annex B. Unless otherwise agreed, Elsevier shall bear no responsibility for manuscript selection, review and editing. Therefore, all published Proceeding articles shall display the following text:

# "Peer-review under responsibility of the scientific committee of the International Conference on Innovation in Technology & Management for Achieving Sustainable Development Goals (SDGs): Materials Science"

The parties undertake and agree that if any party other than the Organizer makes a financial contribution to the Proceedings (including any other product associated with the Proceedings such as a supplement), including without limitation any sponsor or advertiser ("Sponsor"), such Sponsor shall have no involvement in or influence over the editorial content and policy of the Proceedings. The Organizer further agrees that the editorial content and policy of the Proceedings shall be entirely independent of the Sponsor, including without limitation the selection, remuneration and appointment of Guest Editor, and all editorial decision-making of content and sequence. The name and role of any Sponsor will be disclosed to Elsevier and must be prominently identified and displayed in the Proceedings.



The Proceedings shall include the following disclaimer:

"No responsibility is assumed by the publisher for any injury and/or damage to persons or property as a matter of products liability, negligence or otherwise, or from any use of operation of any methods, products, instructions or ideas contained in the material herein. Because of rapid advances in the medical sciences, in particular, independent verification of diagnoses and drug dosages should be made. Although all advertising material is expected to conform to ethical (medical) standards, inclusion in this publication does not constitute a guarantee or endorsement of the quality or value of such product or of the claims made of it by its manufacturer."

- d. Each paper in a Proceedings issue shall consist of a minimum of 3 (Three) pages and a maximum of 10 (Ten) pages. The Organizer expects to submit **10** (**Ten**) **to 20** (**Twenty**) papers. If the submitted number of manuscripts exceeds the number of manuscripts indicated above, the Organizer will inform Elsevier in advance giving a reason for the increase of the number of manuscripts. Elsevier shall have no obligation to publish the additional number of papers but will not unreasonably withhold its cooperation. An increase in the number of papers published will be subject to a fee increase, as set out in Clause 5.
- e. Where printed or any other material will be delivered under the Agreement, Elsevier will deliver the said material to the Organizer D.D.P. to the address noted below according to the Incoterms 2010 and the Elsevier will be responsible for all costs at shipment, customs, duties, and any other expenses of delivery of the printed Proceedings directly into the territory where it will be delivered. Organizer, as the Importer of Record ("IOR"), will ensure they meet import country requirements in terms of necessary customs registration and will provide the IOR number on request. Organizer will cooperate with the necessary documentation or codes for Elsevier to clear the shipment on the Organizer's behalf. Risk of loss will pass to the Organizer upon delivery to the common carrier selected by the Organizer.

Delivery address: JK LAKSHMIPAT UNIVERSITY NEAR MAHINDRA SEZ P.O. MAHAPURA, AJMER ROAD JAIPUR 302026 INDIA

# 3. **<u>Rights.</u>**

- a. The contributors shall individually assign and transfer exclusively to Elsevier, to the maximum extent possible, the copyright and all other exploitation rights to their submitted contributions as contained in the manuscript for publication in the Proceedings by directly entering into Journal Publishing Agreement form, as described under Annex A, with Elsevier.
- b. Elsevier shall be, as between the parties, the owner of the name, logo and trademark rights in the Proceedings. The Organizer shall not, without Elsevier's prior written permission use or display the name Procedia or Elsevier logo and trademarks or those of



its affiliates. This restriction includes all references on Organizer websites and at conferences.

# 4. Organizer's Representations, Warranties and Indemnities.

- Organizer's Representations and Warranties. The Organizer represents and warrants that a. it will make all reasonable efforts to ensure that: (i) the Proceedings are original and previously unpublished except for third-party material that is either in the public domain or for which appropriate permission has been obtained; (ii) the Organizer has full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the Proceedings contain no libelous, unlawful or otherwise actionable matter; (iv) the Proceedings do not infringe any copyright or violate any other intellectual property, privacy, or other right of any person or entity; (v) the Proceedings include appropriate warnings concerning any particular hazards that may be involved in carrying out any of the procedures or experiments described in the Proceedings or involved in the use of instructions, materials, or formulas in the Proceedings; (vi) to the best of the Organizer's knowledge, no information, formula, or procedure contained in the Proceedings are inaccurate and the material contained in the Proceedings would not cause injury if accurately used or followed; and (vii) only papers presented at the conference associated with the Proceedings shall be delivered to Elsevier for publication as part of the Proceedings. Any papers submitted, but not presented at the conference shall not be included.
- b. <u>Organizer's Indemnities</u>. The Organizer hereby indemnifies and agrees to hold Elsevier and its assignees, licensees, printers and distributors, harmless from and against any liability, damage, costs and expense (including reasonable attorneys' fees), arising from or in connection with any breach of the representations or warranties contained herein.
- c. The Organizer shall not publish any abridgement of the Proceedings or any substantial portion thereof without the written consent of Elsevier or take any action which could be deemed to infringe the copyright of the published work.
- Compliance with Laws. Each party agrees to comply with all applicable laws, d. ordinances, codes, regulations, standards and judicial and administrative orders (collectively, "Applicable Laws") relating to its duties, obligations and performance under this Agreement and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or the party's place of business or residency. Each party agrees to engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither party nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a "Prohibited Payment"). A Prohibited



Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.

# 5. **Financial Arrangements**

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- b. <u>Assignment.</u> Except as otherwise expressly provided herein, neither party shall directly or indirectly assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, prior written consent is not required if Elsevier assigns this Agreement to an affiliate or subsidiary or sells or transfers all or substantially all of its assets.
- c. <u>Integration/Severability/Waiver/Modification.</u> This Agreement, including terms on Elsevier's website incorporated by reference, represents the entire Agreement between the parties in relation to the subject matter hereof and supersedes any previous agreements whether written or oral. The provisions of this Agreement shall be severable, and in the event that any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement or any other provision of this Agreement. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of that right at any time thereafter. This Agreement may be modified or amended only by a written document executed by both parties, except Elsevier may update the terms on Elsevier's website incorporated by reference by posting updated terms on the website.



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- f. Confidentiality. Elsevier and the Organizer shall each maintain all of the other party's Confidential Information (as defined herein) in strict confidence, will not disclose any Confidential Information to any third party other than as necessary to perform the obligations set forth in this Agreement, and will protect such information with the same degree of care that such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. For the purposes of this Agreement, "Confidential Information" means any business, financial, operational, customer, vendor and other information disclosed by one party to the other and not generally known by or disclosed to the public or known to the receiving party solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement. The foregoing confidentiality restrictions shall survive the expiration or termination of this Agreement.
- Governing Law. Regardless of the place of physical execution of this Agreement, or of g. its delivery, this Agreement shall be treated as though executed within England and Wales (the "Governing State") and shall be governed and interpreted according to the laws of that country or state; and the parties irrevocably submit to the jurisdiction of the courts of the Governing State with respect to all disputes or matters arising out of or pertaining to this Agreement.
- h. Survival. The provisions in the Organizer's Representations, Warranties and Indemnities and General articles shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement.

On behalf of Organizer JK Lakshmipat University On behalf of Elsevier Ltd

DocuSigned by:

Prof. Jyoti Prakash (R Naidu Name: Prof. Jyott Prakash CR Naidu Title: Dean, Research & Development, JKLU Email: jyotiprakash.naidu@jklu.edu.in Date: 24 February 2020

DocuSigned by: Stewart Bland Name: **Stewart Bland** Title: Executive Publisher Date: 07 February 2020



# ANNEX A

#### **Journal Publishing Agreement**

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# ANNEX B Guest editor agreement

Date: 11 December 2019

Re: International Conference on Innovation in Technology & Management for Achieving Sustainable Development Goals (SDGs): Materials Science

Guest editor(s): Dr. Vipin Kumar Jain

Dr. Ankur Jain

# Letter of agreement ("the Agreement")

I am pleased that you have agreed to act as the guest editor ("Guest Editor") of the International Conference on Innovation in Technology & Management for Achieving Sustainable Development Goals (SDGs): Materials Science ("Proceedings") for *Materials Today: Proceedings* ("Procedia") published by Elsevier Ltd ("Elsevier"). General policies and procedures for the Procedia are described below, along with specific information that relates to the present *Materials Today: Proceedings*:

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- 4. In order to facilitate the review process, we will arrange access to the Journal's electronic submission system for you for the purposes of completing the Proceedings. Our Production department will be in contact with you to discuss with you how to use this system to manage your Proceedings.
- 5. As agreed, the Proceedings is expected to comprise 10 (Ten) to 20 (Twenty) papers. In order to facilitate a timely publication schedule, the proposed deadline for all manuscripts to be submitted to the Journal's electronic submission system and ready for production (i.e. final decisions made on all manuscripts and communicated to all involved parties) is 31<sup>st</sup> March 2020 or such later date as may have been approved in advance in writing by Elsevier.
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ANNEX to Guest Editor Agreement: ETHICS ISSUES

# - Publication decisions

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You must protect the confidentiality of all material submitted to the Supplement/Special Issue and all communications with reviewers, unless otherwise agreed with the relevant authors and reviewers.



Unless the Supplement/Special Issue is operating an open peer review system or reviewers have agreed to disclose their names, you must protect reviewers' identities.

Unpublished materials disclosed in a submitted manuscript must not be used in your own research without the express written consent of the author. Privileged information or ideas obtained through peer review must be kept confidential and not used for personal advantage. Since peer review is confidential, reviewers must not share information about the review with anyone without permission from the editors and authors. In exceptional circumstances and in consultation with Elsevier and the Journal Editor, you may share limited information with editors of other journals where deemed necessary to investigate suspected research misconduct.

# - Competing interests

You shall apply Elsevier's policy relating to the disclosure of potential conflicts of interest by authors and reviewers.

Any potential editorial conflicts of interest should be declared to Elsevier in writing prior to your appointment, and then updated from time to time if and when new conflicts arise. Elsevier may publish such declarations in the Supplement/Special Issue.

You must not be involved in decisions about manuscripts which you have written yourself or which have been written by family members or colleagues or which relate to products or services in which you have an interest. Further, any such submission must be subject to all of the Journal's usual procedures, peer review must be handled independently of the relevant author/editor and their research groups, and there must be a clear statement to this effect on any such manuscript that is published.

# - Vigilance over Published Record

You should work to safeguard the integrity of the published record by cooperating with the Journal Editor if requested by the Journal Editor to review and assess reported or suspected misconduct (research, publication, reviewer and editorial) in conjunction with Elsevier (or society, if applicable). Such measures will generally include contacting the author of the manuscript or article and giving due consideration to the respective complaint or claims made but may also include further communications to the relevant institutions and research bodies.

If the Journal Editor is presented with convincing evidence of misconduct, you should coordinate with the Journal Editor and any other co-editor, Elsevier (and/or society, if applicable) to arrange the prompt publication of a correction, retraction, expression of concern, or other correction to the record, as may be relevant.

If this Agreement sets forth your understanding and agreement with these terms, please sign this Agreement electronically via DocuSign. After this Agreement is electronically signed by us, and counter-signed by you, all parties will automatically receive a signed copy.

Yours sincerely,



# Stewart Bland

DocuSigned by:

Executive Publisher Date: 07 February 2020

Signed in Agreement: Dr. Vipin Lumar Jain TA93280EFBAF483... Email: vipinjain@jklu.edu.in Date:

> DocuSigned by: Difference of the second sec



# ANNEX C DATA PROCESSING ADDENDUM

# A. Definitions

- 1. The terms "controller", "data subject", "personal data", "personal data breach", "processing", and "processor" will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term 'data controller' or 'data processor', they shall be read as controller and processor, respectively.
- 2. "Data Protection Laws" means all data protection laws and regulations, including those of the Netherlands, United Kingdom ("UK"), Switzerland, European Economic Area ("EEA") and the European Union ("Union"), applicable to the processing of personal data under the Agreement, including the GDPR from 25 May 2018.
- 3. "DPA" means this Data Processing Addendum.
- 4. "GDPR" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) from 25 May 2018.

# B. Scope

This DPA applies to the processing of personal data within the scope of the Data Protection Laws by Elsevier on behalf of the Organizer. This DPA does not apply where Elsevier is a controller of personal data. The commitments under the GDPR apply from 25 May 2018.

# C. Processing

- 1. Elsevier shall not engage another processor without prior specific or general written authorization of the Organizer. In the case of general written authorization, Elsevier shall inform the Organizer of any intended changes concerning the addition or replacement of other processors, thereby giving the Organizer the opportunity to object to such changes.
- 2. Processing by Elsevier shall be governed by this DPA. In particular, Elsevier shall:
  - (a) process the personal data only on documented instructions from the Organizer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by UK, Union or Member State law to which Elsevier is subject; in such a case, Elsevier shall inform the Organizer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - (b)ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required pursuant to Article 32 of the GDPR;



- (d)respect the conditions referred to in paragraphs 1 and 3 in this clause C for engaging another processor;
- (e) taking into account the nature of the processing, assist the Organizer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Organizer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (f) assist the Organizer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Elsevier;
- (g)at the choice of the Organizer, delete or return all the personal data to the Organizer after the end of the provision of services relating to processing and delete existing copies unless UK, Union or Member State law requires storage of the personal data;
- (h)make available to the Organizer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Organizer or another auditor mandated by the Organizer.

Elsevier shall immediately inform the Organizer if, in its opinion, an instruction from the Organizer to Elsevier infringes the GDPR or other UK, Union or Member State data protection provisions.

- 3. Where Elsevier engages another processor for carrying out specific processing activities on behalf of the Organizer, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under UK, Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, Elsevier shall (subject to the terms of the Agreement) remain fully liable to the Organizer for the performance of that other processor's obligations.
- 4. The subject-matter of processing is the personal data provided by the Organizer to Elsevier under the Agreement. The duration of the processing is the duration of Elsevier's provision of the services to the Organizer under the Agreement. The nature and purpose of the processing is in connection with Elsevier's provision of the services to the Organizer under the Agreement. The types of personal data processed and categories of data subjects are described in the Agreement.
- 5. The Agreement including this DPA are the Organizer's complete and final documented instructions to Elsevier for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties in writing. Elsevier will ensure that its personnel engaged in the processing of personal data will process personal data only on documented instructions from the Organizer, unless required to do so by UK, Union, Member State or other applicable law.



6. On expiration or termination of the Agreement and conclusion of the services provided by Elsevier to the Organizer, Elsevier shall delete or return personal data in accordance with the terms and timelines set forth in the Agreement, unless UK, Union, Member State or other applicable law requires storage of the personal data.

# D. Subprocessors

The Organizer consents to Elsevier engaging other processors for the processing of personal data in accordance with this DPA. Elsevier shall maintain a list of such processors at <u>http://www.elsevier.com/legal/subprocessors</u> which Elsevier may update from time to time. At least fourteen (14) days before authorising any new such processor to process personal data, Elsevier shall update the list on its website. The Organizer may object to the change without penalty by notifying Elsevier within fourteen (14) days after the website is updated and describing its reasons to object. Elsevier shall use reasonable endeavours to avoid processing of personal data by such new processor to which the Organizer reasonably objects.

# E. Data Subject Rights

Elsevier shall, to the extent legally permitted, promptly notify the Organizer of any data subject requests Elsevier receives and reasonably cooperate with the Organizer to fulfil its obligations under the Data Protection Laws in relation to such requests. The Organizer shall be responsible for any reasonable costs arising from Elsevier providing assistance to the Organizer to fulfil such obligations.

# F. Transfer

Elsevier shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by Elsevier to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the Data Protection Laws.

# G. Security

- 1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in Article 32 of the GDPR as appropriate.
- 2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from the Organizer, unless he or she is required to do so by UK, Union or Member State law.



# H. Personal Data Breach

Elsevier shall notify the Organizer without undue delay after becoming aware of a personal data breach and shall reasonably respond to the Organizer's requests for further information to assist the Organizer in fulfilling its obligations under Articles 33 and 34 of the GDPR.

I. Records of Processing Activities

Elsevier shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on behalf of the Organizer, make them available to the Organizer as required.

J. Audit

Audits shall be (i) subject to the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner.

K. Conflict

If there is any conflict or inconsistency between the terms of this DPA and the rest of the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the other parties of the Agreement shall control in the case of such conflict or inconsistency.



# Certificate Of Completion

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—Docusigned by: Dr. Vipin Lumar Jain 740328DEEBAE483

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Signing Complete	Security Checked	26-Feb-20   13:47
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# Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 04th day of March, 2020.

By and between:

FORUM FOR ENTERPRENURE AND ENTERPRENURSHIP DEVELOPMENT, a unit of synergy incorporated under Shop Act 1956 having its registered office at 94/148 vijaypath mansarovar Jaipur (hereinafter referred to as "FEED", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

# AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and FEED are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

#### WHEREAS,

- 1. FEED IS GROUP OFF ENTERRENURSE UNDER ONE UMBRELLA WORKING AS NETWORKING GROUP HELPING AND SUPPORTING TO NURTURE AND GROW ENTERPRENURSHIP..
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
- 3. JKLU and FEED desire to establish collaboration for the benefit of students and faculty of JKLU and employees of FEED.

Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

# 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of Three (05) Years from the date of its execution. The state have be extended by both parties in writing. Any written MoUs



altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

# **Objectives:**

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - i. . Set the ground for long-term academia-industry partnership by joint activities.
  - ii. Internship and placement opportunities for selected JKLU students
  - iii. Mutual Visits
  - · iv. Collaborative research
    - v. Sharing of selected resources
    - vi. Exchange of academic materials and other information
    - vii. Collaboration in Training and competency building programs
    - vili. Sharing of best-practices

# Commercials:

There are no commercials.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

Signature	For JK Lakshmipat	FEED FREED
Name	CA. KK Maheshwar	Amit Trivedi
Title	Officiating Registrar	CHIEF EXECUTIVE OFFICER



# Memorandum of Understanding

THIS Memorandum Of Understanding "MOU") is entered in Mumbai on **2nd day of February, Two Thousand Twenty** (2020) by and between:

**BSE Investors Protection Fund,** a Public Trust registered under Bombay Public Trust Act 1950 having its registered office at 25th Floor, P. J. Towers, Dalal Street, Fort, Mumbai – 400 001 (hereinafter referred to as "Trust" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its Trustees or the Trustee for the time being of the said Trust successors and permitted assigns) of the **ONE PART.** 

# AND

JK Lakshmipat University, Jaipur .(hereinafter referred to as "Entity" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in business and permitted assigns) of the Other Part

BSE-IPF and Entity shall also individually be referred to as "Party" and collectively as "Parties" as the context may require.

# **Deliverables for the event:**

- Announcement of the event as "International Conference on Innovations in Technology, Management and Design for Achieving Sustainable Development Goals (ICSDG 2020)" in association with BSE IPF Presents..." at ALL the promotional opportunities.
- BSE IPF Name and Logo announcing 'Event Sponsor' at ALL the promotional opportunities.
- Name of BSE IPF to be highlighted on the backdrop banner



JK LAKSHMIPAT UNIVERSITY

Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur - 302 026, Rajasthan, India t: +91 141 7107 500 e: info@jklu.edu.in www.jklu.edu.in

- Prominent space in conference website and media release in Newspapers and TV Media coverage through our media partners.
- BSE IPF name will be mentioned as the Event Sponsor by the Compere throughout the event.
- A separate product book/brochure of BSE IPF to be distributed to all the attendees and speakers.
- Name and logo of BSE IPF on all Conference (ICSDG 2020) posters, banners, e-invites distributed to all colleges, corporate and displayed at various venues.
- BSE IPF's name and logo to be imprinted on notepads to be distributed to all the attendees and speakers.
- One full page advertisement of BSE IPF in the **ICSDG 2020** brochure (circulation of over 500 guaranteed) distributed to all the attendees and speakers.
- BSE IPF's name and logo as the 'Event Sponsor' on ICSDG 2020 official website and blog.
- Extensive promotion through social media including promotion of BSE IPF's Facebook page.
- A promotional video to be played on all the television screens in JKLU.
- Display of the BSE IPF standees at the venue.
- An hour's session of BSE IPF with the college at College campus.
- Entity will raise invoice in the name of BSE IPF. Under Goods and Services Tax laws, input credits will be available based on matching concept between BSE-IPF and Entity. Entity hereby agrees that all payments due to Entity by BSE-IPF shall be linked to proper discharge of tax liability by the Entity within



statutory time periods. In the event of failure, non-compliance by Entity and credit not made available to BSE-IPF, BSE-IPF shall not release payment to the extent of GST and the same shall be kept on hold till such discrepancy is resolved by Entity. Such holding of payments by BSE-IPF shall not be a breach of its obligations under this Contract. In addition to above, Entity shall be eligible for receipt of invoice value in accordance with agreed terms only after appropriate GST is credited to the Government account and appropriate compliances have been complied. In case of any disputes due to non-matching of GST credit, same shall be resolved by Entity within 30 days of the invoice date, failing which we shall not remit the amount to the extent of GST.

# **Deliverables from BSE IPF:**

- A sum of 90,000 INR plus applicable taxes
- BSE IPF standee on returnable basis

IN WITNESS WHEREOF the Parties have put their hands through their authorized representatives on the day and year first hereinabove written.

SIGNED AND DELIVERED BSE Investors Protection Fund	SIGNED AND DELIVERED (Name of Service Provider)
DI I DI FILL	Name: D. J. P. Najdy Practice.
Designation: Sr MUNCIGE PROTE	Designation: Dean (R&D) ICSDG-20 Cheniz
In the presence of:	In the presence of:
	Name: Dr. Dpasoma Singh.
Designation:	Designation: <u>Conference (ICSDG2020</u> )

# Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 15 Jan, 2020.

### By and between:

Blend Learning and Development PVT LTD, a company incorporated under Companies Act 2013 having its registered office at <u>H.No. 1-10-29/254/2/62</u>, Subashnagar, Kushaiguda, Hyderabad 500062 (hereinafter referred to as " CDC - <u>Capability Development Company</u>", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and <u>CDC</u> are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

### WHEREAS,

- 1. <u>Blend Learning and Development Pvt Ltd</u> registered under companies act 1956 is into Training and <u>Capability Development</u>
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
- 3. JKLU and CDC desire to establish collaboration for the benefit of students and faculty of JKLU and employees of CDC.

Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.



### 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **Five (05)Years** from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

#### **Objectives:**

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - i. Set the ground for long-term academia-industry partnership by joint activities.
  - ii. Internship and placement opportunities for selected JKLU students
  - iii. Mutual Visits
  - iv. Collaborative research
  - v. Sharing of selected resources
  - vi. Exchange of academic materials and other information
- vii. Collaboration in Training and competency building programs
- viii. Sharing of best-practices

### **Commercials:**

There are no commercials.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For Blend Learning and Development Pvt Ltd
Signature	JAIPUF	The Damable Bowler
Name	CA. KK Maheshwari	Mr.Saurabh Banwar
Title	Officiating Registrar	Chief Executive Officer
Date	15/01/2020	



Hogeschool van Amsterdam

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# THE COMPUTER SCIENCE DEPARTMENT OF THE AMSTERDAM UNIVERSITY OF APPLIED SCIENCES

# AND

# DEPARTMENT OF COMPUTER SCIENCE ENGINEERING, INSTITUTE OF ENGINEERING & TECHNOLOGY, JK LAKSHMIPAT UNIVERSITY, JAIPUR

# ARTICLE I

The purpose of this Memorandum of Understanding is to develop and carry out collaborative activities in furtherance of the common interest of the institutions as set forth in ARTICLE II.

# **ARTICLE II**

The scope of collaboration on academic and research activities, and on administrative issues, in this Memorandum of Understanding includes the following possible categories:

- 1. Exchange of teaching staff
- 2. Research and teaching collaboration in the areas of mutual interest to both parties.
- 3. Exchange of academic materials which are made available by both parties.
- Organisation of symposia, conferences, short courses and meetings on issues of mutual interest.
- 5. Exchange of students.

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# ARTICLE III

To implement the aims and purposes expressed in ARTICLES I and II, the following is mutually understood and agreed:

- 1. Development of a specific project taking place within this over-arching Memorandum of Understanding should take the form of a Supplementary Programme Agreement which will detail key responsible people, sources of funding, and specific collaborative activities.
- 2. The final approval of any project will be dependent upon the availability of guaranteed support funds.
- 3. Progress of work of any Supplementary Programme Agreement under the Memorandum will be reviewed and approved by designated responsible people of both parties.
- 4. Neither JK Lakshmipat University nor Amsterdam University of Applied Sciences will be held responsible for any liability whatsoever; furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Memorandum of Understanding relates.

# **ARTICLE IV**

### Duration of the Memorandum of Understanding:

This Memorandum of Understanding will come into effect on the last date of signing and shall be effective for a period of 2 years. Thereafter it will be reviewed and can be amended or renewed as agreed by both parties. Amendments to the Memorandum of Understanding can take place at any time by an exchange of letters.

### ARTICLE V Finances:

- 1. Travel and accommodation of teaching staff will be at the expense of The Amsterdam University of Applied Sciences
- 2. Exchange students will pay for their own accommodation at the hosting university. The hosting university will assist the incoming exchange student in finding student accommodation.
- To avail travel expenses, students can apply for existing funding programs at their respective home universities/Host university else cost would be borne by students.

# **ARTICLE VI**

### **Student Exchange:**

Home Institution and Host Institution agree that student exchange will be guided by principles listed below:

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A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate.

A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

a) Exchange students will be selected by mutual agreement between the home institution and the host institution.

b) An exchange student will continue to be treated as full-time student at his/her home institution.

c) An exchange student will be considered as full-time "exchange" student at the host institution.

d) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.

e) The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.

f) The home institution may award to the exchange student credits earned at a host institution, but only after the home institution has established correspondence between courses taken at the host institution vis-a-vis those offered at the home institution.

g) The host institution shall try to associate student with industry around.

i) The exchange students will pay tuition and other fees at their home institution.

## Signed

On behalf of Amsterdam University of Applied Sciences

MSchrende

President director of Education

Date 04-12-2020

On behalf of JK Lakshmipat University, Jaipur.

CA. KK Maheshwari Officiating Registrar Date 25 November, 2020.

C

# UiPath Academic Alliance Program Agreement

This Agreement is entered by and between the following parties for the purpose of entering into the UiPath Academic Alliance Program.

- (A) UiPath SRL, a company registered under the laws of Romania and having its registered office at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, Bucharest 010639, Romania (hereinafter referred to as "UiPath") which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns); and
- (B) JK Lakshmipat University], a university registered under Indian law and having its registered address at Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur, Jaipur, Rajasthan, 302026, India (hereinafter referred to as the "Partner") which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns)

Both UiPath and the Partner shall individually be referred to as "Party" and jointly as "Parties".

### 1. **DEFINITIONS**

- 1.1. **"Academic Alliance Program**" means the program developed by UiPath whereby UiPath enters into partnerships with universities, educational institutes, high schools or governmental educational authorities for the purpose of raising awareness, promoting and providing resources for enabling robotic process automation software courses, trainings and any other educational programs.
- 1.2. **"Courses**" means the courses made available by the Partner, which may include access to the UiPath Academy website and related Teaching Resources;
- 1.3. **"UiPath Community Edition Platform**" means the free version of the UiPath RPA Platform, that may be used by the Partner for the purpose of delivering the Courses, subject to the terms set out herein;
- 1.4. **"Qualified Educators"** means an individual employed by, or collaborator of, the Partner who has successfully completed the qualification requirements stated in this Agreement;
- 1.5. **"Student**" means any individual enrolled in a Course, including full time or part time students and continuing education students of the Partner;
- 1.6. "Logo" means the UiPath Academic Alliance Program logo and/or trademark;
- 1.7. **"Teaching Resources**" means the teaching, training, evaluation and other materials that UiPath makes available to the Partner in electronic or hard copy formats to be used by the Partner in providing the Courses;
- 1.8. **"Term**" has the meaning specified in Section 7 of this Agreement.
- 1.9. "UiPath Academy" means the platform available at the following web address https://www.uipath.com/rpa/academy and subject to the terms set out therein;
- 1.10. **"UiPath RPA Platform**" means the suite of software components (UiPath Studio, UiPath Orchestrator, UiPath Robot) and UiPath Activities (meaning any software templates for automation projects) and other software, made available or published by UiPath and licensed to the Partner under this Agreement, including Manuals, together with all Improvements.

All capitalized terms not otherwise defined here will have the meaning specified in the UiPath Community Terms.

### 2. LICENSE GRANTS

2.1. The UiPath Community Edition Platform may be used subject to the terms located at the following web address: <u>https://www.uipath.com/developers/community-edition/license-agreement</u> (or successor

website) (the "UiPath Community Terms"). The UiPath Community Terms are incorporated herein by reference, provided that if there is any inconsistency between such terms and any terms of this Agreement, this Agreement shall prevail.

- 2.2. Subject to the terms of this Agreement, UiPath hereby grants to Partner a limited, non-exclusive, nontransferable, and non-sublicensable license during the Term to: (i) deliver the Courses to Students; (ii) reproduce a reasonable number of copies of the Teaching Resources for use in providing Services subject to any restrictions in the UiPath Community Edition Terms; and (iii) display and internally distribute the UiPath Teaching Resources to Students taking the Courses, provided that such resources retain all proprietary markings of UiPath. Subject to this license, the Partner may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in non-production environments. The Partner retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from the Partner's use of the UiPath Community Edition Platform, in accordance with this Agreement.
- 2.3. UiPath acknowledges that each Student may individually download the UiPath Community Edition Platform subject to the UiPath Community Terms.
- **3. FEES AND TAXES.** UiPath does not charge any license fees in connection to the Academic Alliance program under this Agreement

# 4. PUBLICITY.

- 4.1. The Partner authorizes UiPath to publicly identify the Partner as a partner in the Academic Alliances Program **a**nd include the Partner's name and logo on the UiPath's website and other promotional and marketing materials. The Partner is authorized to use UiPath's trademarks and logos as provided in the Teaching Materials for the delivery of the Courses and to identify UiPath as a partner within the Academic Alliance Program.
- 4.2. UiPath authorizes the Partner to use the Logo subject to the guidelines attached hereto in Exhibit A.
- 5. QUALIFIED EDUCATORS. The Partner shall ensure that the Qualified Educators meet the following qualification criteria:
- a) participate in and complete readiness curriculum provided by UiPath with exercises and projects to prepare for initial class delivery. The curriculum may include self-learning courses, study material, page-turn sessions, in-person or live workshops. The goal is for the Qualified Educators to be very familiar and confident to deliver the classes to the students.
- b) keep up-to-date with different courses or documents provided as a part of the Academic Alliance Program or Qualified Educator community from time to time, especially after UiPath releases a new update or version of the UiPath RPA Platform.
- 6. COVENANTS. The Partner agrees that:
- a) it shall assign and identify at least one, but preferably two Qualified Educators on staff who will learn, develop expertise and deliver the Courses to the Students. UiPath is not, in any event, responsible for providing personnel to the Partner in connection with the Courses;
- b) it shall run at least one full Course in a calendar year for regular, enrolled Students; and
- c) it shall be solely responsible for fulfilling the terms of any agreement between the Partner and its Qualified Educators, and UiPath shall not be obligated to perform, or be deemed liable for the Partner's nonperformance of, any of the Partner's obligations thereunder.

# 7. COURSES.

7.1. UiPath will make available courses and related material to the Partner relevant for technical, non-technical and business students.

- 7.2. The Partner shall be responsible for the following with respect to the Courses:
- a) The Partner shall deliver the Courses to the quality standards and in accordance with all other requirements stated in this Agreement;
- b) The Partner agrees to provide UiPath with periodic reports concerning the Partner's compliance with the terms and conditions specified in this Agreement. Such reports may include, but are not limited to, providing UiPath the name of the Partner's class(es) and the number of students enrolled in each class;
- c) The Partner agrees to actively promote the Courses. Such promotion may include course catalogues, school web site and the like or more active promotion such email notifications to students.
- d) The Partner shall have an internet connection required for downloading and maintaining the software and licenses.
- 8. TERM & TERMINATION. This Agreement is effective on the date the last Party signs ("Effective Date") and shall be effective for two (2) years from the Effective Date, subject to one (1) year automatic renewals and unless earlier terminated by either Party with a 60 (sixty) days prior written notice. UiPath can terminate the UiPath Community Edition Platform access, website or any service immediately as part of a general shut down of UiPath service. All rights granted under this Agreement shall terminate immediately on the effective date of termination of this Agreement.
- 9. EXPORT. Notwithstanding anything from the above, each Party acknowledges that the UiPath Enterprise RPA Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and reexport of the UiPath Enterprise RPA Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the UiPath Enterprise RPA Platform (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.
- **10. CONSENTS.** The Partner undertakes to obtain all relevant consents required under the applicable laws in order for the Partner and UiPath to be able to monitor the progress of the Students using the UiPath Community Edition Platform and for the Students to register on the UiPath website. For the avoidance of any doubt, the Partner will obtain the parental consent for the Students for which such consent is necessary in accordance with the local applicable laws.

Signatures			
UiPath Inc.	UiPath SRL	JK Lakshmipat University	
Address: 90 Park Ave, 20th Fl, New York, NY 10016	Address: <sup>4</sup> Vasile Alecsandri Str. and 11 Daniel Constantin Str, Bucharest, 010613	Address: Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur, Jaipur, Rajasthan, 302026, India	
<sub>By:</sub> Mihai Faur	By: <sup>Roxana</sup> Sandulescu	By:Prof. RL Raina	
Title: Chief Accounting Offic	e <b>r</b> it <b>&amp;:Goppa</b> ila <b>€e</b> ncoa∈tonge∀P	<sub>Title:</sub> Vice Chancellor	
Authorized Signatureccusigned by: Miliai Faur	Authorized Signaturaiusigned by: Roxana Sandul 1529433BDB3D422	Authorized Signature: boousigned by: Prof. K. Kaina 5C63ABAF9BC5479	
Date:2/21/2019	Date: <sup>2/20/2019</sup>	Date.2/26/2019	

### EXHIBIT A

# UiPath Academic Alliance

# Logo Usage Guideline

UiPath authorizes the Partner to use the UiPath Academic Alliance Logo subject to the following conditions:

- not use the Logo with objectionable material (for example, material that is defamatory, scandalous, pornographic or illegal) or create derivative works based on the Logo.
- use the Logo only in the manner, for the purpose, and in the media stated in contractual agreement.
- the Logo should never be locked up with any other logo of either universities or other partner's logo.
- include the legend, "B" or "™, as appropriate next to the Logo.

- not change or alter the Logo in any way, combine it with any other trademark, or use it with any other word, design, logo or other element, unless permitted in writing by UiPath.
- not use the UiPath corporate logo with the "Academic Alliance" description unless formally approved for specific activity.
- not use the Logo in a manner that suggests your product or service is provided under the Logo of, or by, UiPath.

UiPath may revoke the rights in this section at any time either without cause in its sole discretion.



# UF FLORIDA

JKLU,

COOPERATIVE AGREEMENT By and Between the JK LAKSHMIPAT UNIVERSITY And the UNIVERSITY OF FLORIDA

This Cooperative Agreement (the "Agreement") dated as of <u>April 1, 2019</u> (the "Effective Date") made by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida, located in Gainesville, Florida, United States of America for the benefit of the College of Engineering, Department of Computer and Information Science & Engineering, hereinafter referred to as "Florida," and JK Lakshmipat University, a University located in Jaipur (India), hereafter referred to as "JKLU." Florida and JKLU shall collectively be referred to herein as the "parties." The parties hereto agree as follows:

#### I. Philosophical Intent

a. The primary objective of this Agreement is the development of cooperative efforts between Florida and JKLU, which will enhance the academic and research interchange between the two institutions. Recognizing the importance of mutual collaboration and the contributions to society made by institutions of higher education, the parties desire to promote exchange between the faculty and students of the two institutions as well as the exchange of academic and research information.

b. Specific projects in an area of educational or research interest will be selected as a result of coordination by Florida and JKLU, at the appropriate administrative level in each institution. As these projects are developed, each will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. The President, Dean of the International Center, or the Senior Vice President for Academic Affairs and Provost are authorized signatories for Florida. The Vice Chancellor is the authorized signatory for JKLU.

#### II. General Provisions

a. All collaborative activities conducted pursuant to this Agreement shall be conducted in accordance with the laws and regulations that apply where the activities take place and each of the parties shall

Page 1 of 4 Cooperative Agreement

# UF FLORIDA

also comply with the laws, regulations and policies applicable to it, including without limitation, export control, non-discrimination, data privacy, anti-bribery, anti-corruption, immigration and sanctioned parties or transactions. In the case of Florida, these include the laws of the United States of America and of the State of Florida, and the rules, regulations and policies of Florida and the Florida Board of Governors. In the case of JKLU, these include the laws of policies of the JKLU.

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b. The "term" of this Agreement begins on the Effective Date and continues for a period of five (5) years thereafter. The term may thereafter be extended in a written extension signed by authorized representatives of both parties. Notwithstanding the foregoing, either party may terminate this Agreement early by giving at least 60 days' advance written termination notice to the other party, specifying the end date (or a shorter notice period if earlier termination is required to comply with applicable laws).

c. Notices with respect to this Agreement shall be provided to the parties as indicated on Attachment-A hereto, entitled, "Administration of Program and Contact Information," which is incorporated by reference herein.

d. The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English. Termination of the Agreement shall be the only remedy for breach of this Agreement, except respecting a breach of clause "e" below. Captions are for convenience and have no legal effect. Waivers of any provisions contained herein are only effective if made in writing by the authorized signatory of the waiving party and cover only the particular provision waived on the particular occasion.

e. This Agreement does not confer any rights in or to use trademarks, logos or names, except to factually state that this Agreement between the parties is or was in effect during the term and that Florida and JKLU are or were collaborating on the possible development of projects of mutual interest in Computer Science and Engineering education or research. Any media statements concerning this Agreement or the parties' activities under it must be agreed upon in advance by the parties through their news offices.

f. The relationship of the parties under this Agreement is that of independent contractors (not legal partners) and no party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.

g. Under this Agreement, there are no payments owed or earned by either party to the other, there is no physical presence, residence or bank account established by either party in the other party's country, there is no intellectual property to be developed, and, with the exception of brief visits, the activities of each party will be largely undertaken in its home country. It is not expected that any tax or excise will be owed or filings will be required by either party or their employees to or in the other party's country as a consequence of entering into this Agreement. If funding is being pursued for a project, the parties will enter into a separate written agreement to set forth the conditions and agreements between the parties related to such funding. This Agreement is a

Page 2 of 4 Cooperative Agreement



# ATTACHMENT A

# ADMINISTRATION OF PROGRAM AND CONTACT INFORMATION

Florida -- Administration of this Agreement for Florida is housed in the International Center at the University of Florida. Such functions are under the direct responsibility of the Executive Director, International Center; provided that the authorized signatories to contract for Florida are the Dean of the International Center or the Senior Vice President for Academic Affairs and Provost. Academic responsibilities are housed in <<College>>. Correspondence regarding this Agreement and activities under it shall be directed to:

UF Administrative/Fiscal Management	UF Academic Management
Dr. Susanne Hill	Professor Sartaj Sahni
Executive Director	Distinguished Professor
International Center	Dept. of Computer and Information Science and
P.O. Box 113225	Engineering
170 HUB	P.O. Box 116120
University of Florida	CSE E536
Gainesville, Florida, 32611-3225	University of Florida
Phone: 352-273-1500	Gainesville, Florida 32611-6120
Fax: 352-392-5575	Phone: 352-450-1490
E-mail: shill@ufic.ufl.edu	Fax: 352-392-1220
http://www.ufic.ufi.edu	E-mail: sahni@cise.ufl.edu
	http://www.cise.ufl.edu/~sahni
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JKLU: For purposes of day-to-day management of the program, nomination of participants and other administrative activities, the following shall serve as the JKLU contact:

### (SECTION TO BE COMPLETED BY COOPERATING INSTITUTION)

Partner Institutional Contact
Dr. Sanjay Goel
Director, Institute of Engineering & Technology
JK Lakshmipat University
Mahapura, Near Mahindra SEZ, Ajmer Road
Jaipur 302026
Rajasthan,
India
Phone: +91 141 7107 500
Fax:
E-mall: director.iet@jklu.edu.in
Website: http://www.jklu.edu.in

Page 4 of 4 Cooperative Agreement

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# UF FLORIDA

statement of intent and is not legally binding upon the parties. This Agreement is entered into to facilitate discussions regarding general areas of cooperation.

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IN WITNESS WHEREOF the parties hereto have caused their authorized representatives to execute two original counterparts of this instrument, each of which, when all counterparts are delivered, shall be considered an original.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES	JK LAKSHMIPAT UNIVERSITY Jaipur, INDIA
BY: faut	By: Cosean A ans
Name: Leonardo A. Villalón Title: Dean, UF International Center	Name: Roshan Lal Raina Title: Vice Chancellor, JKLU
Date: 5 February 2519	Date: 7 February 2019
Form pre-approved as of October 2016 by Office of the Vice Presi- must be approved by the Vice I	dent and General Counsel at University of Florida; any changes to the form President and Office of General Counsel.

Page 3 of 4 Cooperative Agreement





Memorandum of Agreement between

# JK LAKSHMIPAT UNIVERSITY JAIPUR, INDIA

and

# UNIVERSITY OF MASSACHUSETTS AMHERST AMHERST, MASSACHUSETTS, USA

This Memorandum of Agreement ("Memorandum") is entered to record an interinstitutional cooperative agreement between the JK Lakshmipat University ("JKLU") and the University of Massachusetts Amherst ("UMA").

JKLU and UMA desire, through a cooperative relationship, to enter the following academic and research collaboration:

# I. PARTIES

JK Lakshmipat University is legally domiciled at Mahapura, Near Mahindra SEZ, , Ajmer Road, Jaipur 302026, Rajasthan, India The University of Massachusetts Amherst has an address of 181 President's Drive, University of Massachusetts, Amherst, MA 01003-9313. JKLU and UMA are collectively referred to herein as the "Parties" or "Universities."

### **II. PURPOSE OF THE AGREEMENT**

Both Universities agree to discuss cooperation in joint educational programs and research projects. Under this Memorandum, both Universities will encourage direct contacts and cooperation between their faculty members, graduate students, departments, institutes, and academic planning staff. As per interest shown, both Universities agree to explore the possibility of:

- 1. Establishing pathways to UMA Masters' programs at JKLU for cohorts of Indian students.
- 2. Offering UMA curriculum aligned coursework at JKLU.
- 3. Marketing of UMA Masters' programs through JKLU.
- 4. Marketing of UMA online programs through JKLU.
- 5. Short-term summer visiting programs for JKLU students at UMA.
- 6. Short- and long-term visits by faculty and graduate students for the purpose of research, teaching, and the presentation of seminars.
- 7. Other activities of mutual interest and benefit.

Arrangements for specific forms of academic cooperation and any marketing of UMA programs visits will be developed jointly and will be agreed upon in writing for each specific activity.

# **III. EXPORT CONTROL COMPLIANCE**

UMA is subject to United States laws and regulations controlling the export of commodities, software, technology and services, including the Export Administration Regulations and the International Traffic in Arms Regulations. UMA's participation hereunder is contingent on compliance with these laws and regulations. The transfer of certain items and information, or the provision of certain services, may require a license from the respective agency of the United States Government and/or written assurances by the collaborating partner(s). Any specific research activities (including the exchange of technology, research data or research results) proposed under this Memorandum or any supplementary agreements thereto shall require a formal review by the UMA Office of Research Compliance for any licensing requirement(s). While UMA may endeavor to secure any necessary license, UMA cannot guarantee that such licenses will be granted.

### **IV. EFFECT OF AGREEMENT**

This Memorandum will remain in effect for five (5) years at the end of which period the Memorandum will be reviewed by both Parties and may be renewed by mutual written consent. This Memorandum may be terminated by either Party with a six-month written notification of termination by either party.

### V. FINANCING

This Memorandum does not create any financial commitments by or between JKLU and UMA. Both Universities understand that all of the above arrangements involve financial considerations and agree that all financial arrangements will be negotiated separately.

# VI. NOTICE

All notices and demands required or permitted under any provisions of this Memorandum shall be in writing and communicated electronically or mailed, postage prepaid, or delivered by overnight delivery service to the following addresses:

To UMA:

International Programs Office University of Massachusetts 70 Butterfield Terrace Amherst, MA 01003-9242

To JKLU:

JK Lakshmipat University Mahapura, Near Mahindra SEZ, Ajmer Road Jaipur 302026, Rajasthan, India

# **VII. AMENDMENTS**

JKLU and UMA agree that any matters not addressed in this Memorandum and any addenda or amendments to it must be in writing and approved by both Parties.

# **VIII. GOOD FAITH EFFORTS**

JKLU and UMA agree to comply with the obligations enumerated in this Memorandum and to try, if possible, to resolve any problems that may arise in the execution of this Memorandum through direct engagement.

# **IX. FORCE MAJEURE**

Neither Party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to force majeure, it becomes impossible to implement the obligations set forth in this Memorandum, it shall be suspended temporarily until the disadvantages are overcome.

# X. ENTIRE AGREEMENT

This Memorandum and amendments (if any) constitute the entire agreement between JKLU and UMA, and supersede all other promises, verbal or written agreements, negotiations, and prior understandings or representations of any kind relating to the subject matter of this agreement that precede the date of this Memorandum.

# **XI. REPRESENTATION**

Both Parties represent and warrant that the signatories below have the power and authority to enter into this Memorandum.

# Signed by:

osamy

Kumble R. Subbaswamy Provost and Senior Vice Chancellor for Academic Affairs University of Massachusetts Amherst

Date: December 14, 2018

Bharat Hari Singhania Chancellor JK Lakshmipat University

Date: December 14, 2018



#### Memorandum of Understanding

between

JK Lakshmipat University, Jaipur And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of  $9^{th} out 2018$ ("Effective Date"), by and between:

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

And

JK Lakshmipat University, Jaipur, having its registered office and campus, 1Ajmer Road, Laliya Ka Vas, Mahapura, Jaipur, Rajasthan 302026, hereinafter unless the context otherwise requires be referred to as "JKLU".

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

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

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

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

Now therefore this MOU witnesses:

Page 1 of 6

Memorandum of Understanding

Registrar

JAIPUR

K Lakshmipat University

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Bangalore 560 029

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IBM Career Educa



# **I - DEFINITIONS**

JKLU, shall include, unless repugnant to the context otherwise require, its associates-

"Faculty" hereby refers to Training Staff of JKLU,

"Students" hereby refers to all the students of JKLU

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

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

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

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

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

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

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

# I. Foreseen benefits of the collaboration

### a) JKLU

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;

- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;

- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-inclass IBM Software

- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software

- Opportunity to learn from the practitioners in the industry from IBM or business partners

- Opportunity for students and faculty members to avail professional and global certification on IBM Software

- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.

- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time

- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs

- Opportunity to conduct various seminar and workshops with IBM in the institution

- Opportunity to co-market with IBM to promote Programs

b) IBM

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IBM Career Education Program

Memorandum of Understanding

Registrar JK Lakshmipat University rivat

Bangalore 560 029



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

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

### **III – TERMS AND CONDITIONS**

### a) Courseware and Training

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

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

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

### b) Software

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

### **IV - BREACH OF MOU**

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

### **V – TERM AND TERMINATION**

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

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

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IBM Career Education Memorandum of Understanding

Registrar JK Lakshmipat University

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Program



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

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

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

Use and nondisclosure of confidential information,

Indemnification and Liability,

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

### **VI – LIMITATION OF LIABILITY**

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

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

### VII - ARBITRATION

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

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

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

Page 4 of 6 IBM Career Education Program Memorandum of Understanding Registrar JK Lakshmipat University



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

### VIII – GENERAL

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

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

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

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

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

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

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

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Memorandum of Understanding

IBM Career Education Program



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

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

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

Signed:

For JK Lakshmipat University, Jaipur

Registrar Name: JK Lakshmipat University JAIPUR

Designation:

# Name-CA K.K. Maheshwari

Signature: \_

For IBM India Private Ltd.

Name: FAGAOUDA SUNS Designation: MARAGER SWYS Signature: Privata 3 0 Bangalore 560 029

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**IBM Career Education Program** Memorandum of Understanding



# Annexure I to IBM Career Education MoU

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

- Vice-Chancellor / Head of JKLU or his nominee as the Chairperson;

- One representative from each party as members

- A Project Coordinator from JKLU who shall also be the Convener of the Committee.

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

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

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Memorandum of Understanding

Registrar JK Lakshmipat University JAIPUR IBM Career Education Program

Bangalore 560 029



Following are the proposed roles and responsibilities:

- e) IBM
  - Appoint member to the committee
  - To co-develop and supply courseware for the students as required
  - Provide orientation workshops for the faculty nominated by JKLU for the program
  - Deploy SMEs for covering topics for students as mutually agreed as per the curriculum
  - Provide the participation certificates for all the students who have successfully completed the course

### f) JKLU

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



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Memorandum of Understanding

Registrar JK Lakshmipat University



**Course Details:** 

# Proposed Co-branded Students Development Program, for admission year 2016 & 2017

- 1. B. Tech Computer Science & Engineering with Specialization in Big Data & Analytics (in association with IBM)
- 2. B. Tech Computer Science & Engineering with Specialization in Information Security (in association with IBM)
- 3. B. Tech Computer Science & Engineering with Specialization in Cloud Computing (in association with IBM)
- 4. B. Tech Computer Science & Engineering with Specialization in Mobile Computing (in association with IBM)



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# **Joint Programs Schema**

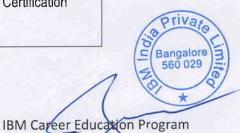
The suggested Course Scheme for the Joint programs in each of the capabilities is illustrated below. The representation in the following paragraph illustrates the modules on Industry recommended topics from IBM.

Structure of the Program

For 2016 Admission Batch

Course Scheme of B. Tech Computer Science & Engineering with Specialization in Cloud Computing in association with IBM (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Cloud Application Developer	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 6	Application Security	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification



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# Course Scheme of B. Tech Computer Science & Engineering with Specialization in Big Data & Analytics (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Business Intelligence	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 6	Predictive Analytics Modeler	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification

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IBM Career Education Program

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Memorandum of Understanding

JK Lakshmipat University JAIPUR



Course Scheme of B. Tech Computer Science & Engineering with Specialization in Information Security (in association with IBM)

Semester	IBM Course	Training By	Certification Examination	
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	L. L	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty		
Semester 3	Semester 3 Object Oriented Programming JKLU Faculty using Java			
Semester 4	Information Management Basics (DBMS)	JKLU Faculty		
Semester 5	Cloud Application Developer	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification	
Semester 6	Application Security	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification	
Semester 7	Security Intelligence	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification	



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Memorandum of Understanding

Registrar JK Lakshmipat University JAIPUR

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## Training Plan for 2016 Batch

Semester	Students of following specialization	Course	Training By	Type & MoQ	Number of Students, attending the course	Remarks
Semester 5	Cloud Computing Information Security	Cloud Application Developer	JKLU Faculty + IBM SME - 32 Hrs	Type 4 MoQ - 65	25 + 13	Includes Certification
Semester 5	Big Data Analytics	Business Intelligence	JKLU Faculty + IBM SME - 32 Hrs		19	Includes Certification
Semester 6	Cloud Computing Information Security	Application Security	JKLU Faculty + IBM SME - 32 Hrs	Type 4 MoQ - 80	25 + 13	Includes Certification
Semester 6	Big Data Analytics	Predictive Analytics Modeler	JKLU Faculty + IBM SME - 32 Hrs		19	Includes Certification
Semester 7	Information Security	Security Intelligence	JKLU Faculty + IBM SME - 32 Hrs	Type 4 MoQ - 80	13	Includes Certification
Semester 7	Cloud Computing Big Data Analytics	Data Science Analyst	JKLU Faculty + IBM SME - 32 Hrs		25 + 19	Includes Certification



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### For 2017 Admission Batch

Minimum order quantity is based on type selection. type 1 & 2 - 100 type 3 is as per actuals type 4 & 5 is 40 per batch

# Course Scheme of B. Tech Computer Science & Engineering with Specialization in Cloud Computing in association with IBM (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Cloud Application Developer	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 6	Application Security	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + Exam Proctorship by IBM	Includes Certification

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IBM Career Education Program

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# Course Scheme of B. Tech Computer Science & Engineering with Specialization in Big Data & Analytics (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Business Intelligence	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 6	Predictive Analytics Modeler	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + Exam Proctorship by IBM	Includes Certification

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# Course Scheme of B. Tech Computer Science & Engineering with Specialization in Information Security (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Semester 2 Software Foundation and JKLU Facul Programming 2 (with 'C++')		
Semester 3	Object Oriented Programming using Java	ming JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Cloud Application Developer	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 6	Application Security	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 7	Security Intelligence	JKLU Faculty + Exam Proctorship by IBM	Includes Certification

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IBM Career Education Program Memorandum of Understanding

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Training Plan for 2017 Batch -

Semester	Students of following specialization	Course	Training By	Type & MoQ	Number of Students, attending the course	Remarks
Semester 3	Cloud Computing Big Data Analytics Information Security	Object Oriented Programming using Java	JKLU Faculty	Type ♥ 🔥 MoQ - 100	2	
Semester 4	Cloud Computing Big Data Analytics Information Security	Information Management Basics (DBMS)	JKLU Faculty	Type I S MoQ - 100		
Semester 5	Cloud Computing Information Security	Cloud Application Developer	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	17 + 10	Includes Certification
Semester 5	Big Data Analytics	Business Intelligence	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	25	Includes Certification
Semester 6	Cloud Computing Information Security	Application Security	JKLU Faculty + IBM SME – 2 Days	Туре 4 МоQ - 40	17 + 10	Includes Certification
Semester 6	Big Data Analytics	Predictive Analytics Modeler	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	25	Includes Certification
Semester 7	Information Security	Security Intelligence	JKLU Faculty + IBM SME – 2 Days	Туре 4 МоQ - 40	10	Includes Certification
Semester 7	Cloud Computing Big Data Analytics	Data Science Analyst	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ – 40	17 + 25	Includes Certification

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IBM Career Education Program

### - Per Student Fee to IBM

Course type	IBM Classroom Intervention (Training Days)	FDP/T3 Requirement	Certification	MoQ for 2016 admission	MoQ for 2017 admission	MoQ for 2018 admission onwards	Per Student Fee (INR)
Type 1	0	High	-NA-	-NA-	100	40	5,000
Type 2	1	High	-NA-	-NA-	100	40	9,000
Туре З	0	High	Yes	-NA-	As per actuals	As per actuals	12,500
Type 4	2	Medium	Yes	40 per batch	40 per batch	40 per batch	12,500
Type 5	4	Medium	Yes	40 per batch	40 per batch	40 per batch	28,500

#### Where in

Type 1 Where University Faculty will take all the course, IBM will only supply courseware; Type 2 Where University Faculty will take all the course, IBM may supply courseware & includes 1 day of IBM SME visit per batch, suitable for Domain centric courses where University has in house capability and want industry view to be included in the course.

Type 3 Where University Faculty will take all the course, IBM will only supply Courseware with certification vouchers. Please note this type is applicable from Semester 5 onwards only.

Type 4 Mixed mode delivery by IBM Faculty and University faculty, e.g. where the course is of more than 2 credits, courseware provided by IBM, will include IBM support for hands on

Type 5 Mixed mode delivery by IBM Faculty and University faculty, e.g. where the course is of more than 2

credits, courseware provided by IBM, will include IBM support for hands on

For Odd Semesters - Due on or before July 23rd of that year), payments for 2018 – odd semester latest by 3 Oct 2018, classes to provision min 3 weeks after receipt of payments

## For Even Semesters - Due on or before December 23rd of previous year

- Taxes or duties as applicable will be extra.
- For the batch starting 2016 AY (July 2016) JKLU needs to place an order of Minimum 80 Participants in the BTech Program every semester for one batch of students, even if the actual number of Participants is lesser than 80. Type 3 is not applicable to this batch.
- Batch starting 2017 AY (July 2017) & onwards JKLU needs to place an order of Minimum 100 Participants in the BTech Program every semester for one batch of students, even if

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Memorandum of Understanding

Registrar JK Lakshmipat University JAIPUR

IBM Career Education Program

Bangalore



the actual number of Participants is lesser than 100, other than, type 3 wherein the MoQ is as per actual number of students. This is applicable for Semester 5 onwards, only.

- MoQ needs to be followed as per the Course type listed in the above table.
- The curriculum to have minimum one Type 1 Course every Semester for Semester 1 to 7 Please note that commercials for IBM Software Licenses, other than the ones mentioned in

the following table and any cloud setup/access either on-premise or virtual are excluded

# List of relevant IBM Software that can be available from IBM Academic Initiative (software usage guidelines apply):

- IBM Cognos Insight
- IBM Cognos BI
- IBM InfoSphere BigInsights
- IBM Rational Application Developer
- IBM Worklight
- IBM DB2
- IBM Rational Software Architect
- IBM Security Access Manager
- IBM Security Identity Manager
- IBM Security AppScan

### **Faculty Development Programs**

Suggested	FDP	FDP for
FDP	Price	Certification
Duration	(INR)	Courses
(days)		(INR)
5	5,10,000	6,50,000
4	4,50,000	6,00,000
3	3,90,000	-NA-
2	3,30,000	-NA-

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

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IBM Career Education Program

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Memorandum of Understanding

Registrar JK Lakshmipat University

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#### Annexure – 2 to IBM Career Education MoU

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

Trademark License Agreement ("Agreement") made as of  $\frac{q^{t_{1}} \circ Ct}{dt}$ , 20<u>1</u> between IBM India Ltd, a Indian corporation (hereinafter "LICENSOR"), and JK Lakshmipat University, Ajmer Road, Laliya Ka Vas, Mahapura, Jaipur, Rajasthan 302026, India (hereinafter "LICENSEE").

#### Section 1. DEFINITIONS

1.1 "Licensed Mark" shall mean the IBM logo identified in Exhibit 1.

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

1.3 "Communications" shall mean the materials identified in Exhibit 3.

#### Section 2. LICENSEGRANT

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

#### Section 3. USEOFTHELICENSEDMARK

3.1 LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-marketing.

3.2 LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSE and the usage is for signboard appearing directly outside of the IBM lab at the University and on limited advertising of the lab/courses.

#### Section 4. OWNERSHIPOFTHELICENSEDMARK

4.1 All ownership rights in the Licensed Mark belong exclusively to LICENSOR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as otherwise provided herein.

#### 4.2 LICENSEE agrees:

- 1. not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
- 2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
- 3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
- 4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
- 5. not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.

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#### Section 5. QUALITYCONTROL

5.1 The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to amend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.

5.2 Failure to meet the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

#### Section 6. PROTECTIONOFTHELICENSEDMARK

- 6.1 LICENSEE agrees to notify LICENSOR within ten (10) business days if LICENSEE becomes aware of:
  - 1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
  - 2. any acts of infringement or unfair competition involving the Licensed Mark; or
  - 3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.

6.2 LICENSOR may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Licensed Mark at LICENSOR's sole expense. LICENSEE agrees to comply with all reasonable requests from LICENSOR for assistance in connection with any action with respect to the Licensed Mark that LICENSOR may choose to take.

6.3 LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

#### Section 7. INDEMNITY

7.1 LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.

7.2 Notwithstanding the above, LICENSOR shall not be liable for any consequential damages, loss or prospective profits, or lost business opportunities.

7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.

7.4 LICENSEE shall indemnify LICENSOR, its officers, agents and employees from and against any and all claims, damages, liabilities (including settlements entered into in good faith), suits, actions, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, arising out of:

- 1. any act, omission, neglect or default of LICENSEE or its agents on or in connection with the distribution, promotion or marketing of Communications; or
- 2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution, possession, or use of any Communications; or
- 3. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any Communications.
- 4. any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fees incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE'S products or any other products associated with, used in, or marketed or provided through the Communications.

7.5 LICENSOR's indemnification obligation shall not exceed \$50,000.00.

#### Section 8. WARRANTY

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

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Registrar JK Lakshmipat University JAIPUR

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#### Section 9. DURATIONANDTERMINATION

9.1 This Agreement and the rights and licenses granted hereunder, shall terminate on <u>(3 Years after signing)</u>, unless earlier terminated in accordance with its terms or when the MOU between IBM India Ltd and "JK Lakshmipat University, Jaipur" is terminated.

9.2 Either LICENSOR or LICENSEE shall have the right to terminate the licenses granted in Section 2 with or without cause at any time on thirty (30) days written notice to the other party.

9.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written notice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.

9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.

#### Section 10. NOTICES

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

International Business Machines Corporation North Castle Drive Armonk, NY 10504 Attn: Corporate Counsel, Trademarks

NAME OF COMPANY ADDRESS Attn:

#### Section 11. TRANSFEROFRIGHTS

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

#### Section 12. ENTIREAGREEMENT

12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.

12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a waiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.

12.3 This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

12.4 This Agreement will be governed by the substantive laws of India.

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

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IBM India Private Ltd

By

JK Lakshmipat University, Jaipur Réglistrar JK Lakshmipat University By Name: CA K.K. Maheshwari Title: Registrar

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Registrar JK Lakshmipat University JAIPUR

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Exhibit 1 IBM Logo

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### Exhibit 2



## IBM Logo Usage Guidelines for Marketing Materials and Websites

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

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

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

1. Use of the IBM Logo may occur only on Marketing Materials and Websites which clearly and explicitly communicate:

a. the scope and nature of the relationship between the parties;

b. the responsibilities of each of the parties.

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

2. Marketing Materials and Websites may not contain any statements, imagery or other materials which are illegal or which may, in the sole judgment of IBM, be in bad taste or inconsistent with IBM's public image, or tend to bring disparagement, ridicule or scorn upon IBM.

3. The IBM Logo may not be placed or applied in a manner which may cause confusion as to the source or origin of the offering or communication.

4. The IBM Logo must always remain distinct and separate. The IBM Logo may not be combined with any other trademark or logo owned by another company nor may it be combined with any text, graphics, imagery or product identifiers. The IBM Logo may not be contained within the text of a sentence.

5. In a sponsorship, when used in proximity to one or more company identifiers, the IBM Logo should be placed and sized to match the visual weight and emphasis of all the other sponsors logos.

6. The use of the IBM Logo must clearly communicate the context or relationship IBM has with the company, event or offering. This may be done by the addition of "relationship text" in the headline, body copy and/or in association with the logo signatures of a communication.

7. The following trademark attribution statement shall be applied on the page on which the IBM Logo is being used or in the legal attribution segment of the Marketing Materials and Websites:

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

Correct Appearance of the IBM Logo:

- 1. Do not create your own version of the IBM Logo.
- 2. Do not change the size, color or proportion of the artwork provided by IBM.
- 3. Always allow a "safe space" around the logotype that is equal to or greater than the height of the IBM Logo in use.
- 4. Do not place the IBM Logo on active backgrounds that may reduce legibility.
- 5. Always use the approved IBM Blue:

Color Specifications: Pantone equivalent: PMS 2718C Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black 0% RGB equivalent: Red 90, Green 135, Blue 197 Broadcast equivalent: Red 22%, Green 42%, Blue 70%

6

privato

Bangalore 560 029

Registrar JK Lakshmipat University JAIPUR



# **ATTACH EXHIBIT 3**

Illustration - Sample only





IBM Software Lab for Emerging Technologies Initiative of the Career Education Program

In collaboration with: JK Lakshmipat University

private India) Bangalore 560 029 3 à -

Varita

Registrar JK Lakshmipat University JAIPUR



Date: 28/09/2018

## Dear Organizer,

Thanks for your interest in us. We are very much delighted to collaborate with your Institution for Conference paper publication.

Further, to our multiple e-mail communications we would like to have an agreement by way of signing MoU, with the below terms and conditions:

- It is understood and mutually agreed that Institute of Engineering and Technology JK Lakshmipat University, Jaipur 302026, India is conducting an International Conference on Innovations in Technology and Management for Achieving Sustainable Goals (ITMASG-2019) on February 1-3, 2019
- 2. UGC approved International Journal of Research in Advent Technology (IJRAT) will publish all the shortlisted & peer reviewed papers by the review committee of Institute of Engineering and Technology JK Lakshmipat University, Jaipur 302026, India constituted for the International conference titled "International Conference on Innovations in Technology and Management for Achieving Sustainable Goals (ITMASG-2019)" All the articles have to be checked for Plagiarism and English language flow, by the Conference Review Committee before sending the papers to International Journal of Research in Advent Technology (IJRAT).
- 3. The Publication will be in Online version with DOI
- 4. All the shortlisted & peer reviewed papers will be published as special issue in International Journal of Research in Advent Technology (IJRAT) ISSN(Online): 2321-9637; Impact Factor(SIF): 5.153; IJRAT journal indexed with ProQuest, J-Gate, Index Copernicus, Mendeley, arXiv.org, Slideshare, docStoc, TechRepublic, Internet Archive, Scribd, Issuu, Electronic Journal Library (EZB), Open Academic Journal Index (OAJI), Advanced Science Index (ASI), CiteSeer, Google Scholar, DRJI, Sensei Scholar, IIFS, ISRA, Research Bible, Science Central etc.
- 5. The short listed and peer reviewed papers would be follow the Author Guidelines (http://www.ijrat.org/author-guidelines.html) of International Journal of Research in Advent Technology (IJRAT). Conference committee is expected to submit all the papers as per the IJRAT article guidelines. Each article must be accompanied with Copyright Agreement Form duly signed by all the Authors. (http://www.ijrat.org/download.html/ijrat\_copyright\_form.pdf)
- 6. All the articles will be checked for Plagiarism. Plagiarized contents will not be published and it will be intimated. Convener / Author(s) can choose either to withdraw the paper or resubmit the paper after due corrections.





mgaricent@gmail.com www.mgaricent.com



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- 7. All the shortlisted and peer reviewed papers along with Copyright form have to be submitted to MG Aricent Private Limited at least before 1 weeks. That is, it will take a minimum of 1 week for completing the publication process after the submission of articles along with the payment and Copyright form duly signed by all the authors.
- 8. Total number of papers / articles will be 100+; each paper consists of 6-7 pages, with A4 paper size with font style Times New Roman & font size is 10.
- 9. Layout designing / Formatting / Copy editing / Compilation will be done by MG Aricent Private Limited before publication process
- 10. For conference special issue, the pricing is given as below for Indian affiliated authors for publication in IJRAT:

Sr. No.	No. of Papers	Publication Type	Price in INR per	Issue Category
1	30+	Online	Rs. 800/-	Special Issue
2	1-30	Online	Rs. 1000/-	Special Issue

- 11. Payment to be made as 100% in advance before publication.
- 12. Cash deposit / Cheque deposit / NEFT / RTGS of MG Aricent Pvt Ltd

Beneficiary's Account Name: MG Aricent Pvt Ltd Beneficiary's Account No: 063020110000225 Bank name: BANK OF INDIA Branch: Datta Chowk (Main Branch), Yavatmal-445001, Maharashtra, India IFSC code: BKID0000630 SWIFT Code: BKIDINBBNAG Type of Account: Current

Director MG Aricent Pvt.Ltd. Yavamai-445001

**Authorized Signatory** 

Institute of Engineering and Technology JK Lakshmipat University, Jaipur 302026, India

Director MG Aricent Pvt Ltd, Yavatmal, India Email ID- editor.iirat@gmail.com





mgaricent@gmail.com www.mgaricent.com



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# JK LAKSHMIPAT UNIVERSITY



# MoU for International Conference: "Innovations in Technology and Management for Achieving Sustainable Development Goals (SDGs)"

The partnership between BSE IPF and JK Lakshmipat University, Jaipur (JKLU) will be for Conference purpose only.

- 1. BSE IPF will be one of the Sponsors Partner for the International Conference on the theme "Innovations in Technology and Management for Achieving Sustainable Development Goals (SDGs)" to be held on Feb. 1-3, 2019 at JKLU Campus, Jaipur. The sponsorship commitment is 75000 INR plus Applicable Taxes (GST not charged). The sponsorship of the conference will have the following privileges:
  - BSE IPF logo will appear in the approved format as per BSE IPF specifications on the sponsor's/supported by page on website, banners, posters & backdrops.
  - o Gratitude announcement during the event
  - Nominations from BSE IPF
  - JKLU will allow BSE IPF to address the students for a session on Capital markets for 1 hour either during the conference or at a later date of mutual convenience.
- 2. The funds released by BSE IPF will solely be used for Conference purpose such as printing, publication and hospitality etc.
- 3. The BSE IPF logo on the Pragyaan (Conference Souvenir) on the cover page of the Souvenir.
- 4. BSE IPF logo will appear on the brochure of the Conference.

for BSE IPF

(Mr. C. Vasudevan

Head Investor Protection Fund BSE Limited

Witness 1 Mrstupt 9

(**Dr.** Manoj Kumar Bhatia) Conference Chair Associate Dean- Institute of Management for JKLU

(**Dr. R. L. Raina**) Vice- Chancellor JK Lakshmiapt University Jaipur

Witness 2

(Dr. Sheetal Mundra) Conference Convener

Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur - 302 026 (Rajasthan) India.

# MEMORANDUM OF UNDERSTANDING

BETWEEN

# INSTITUTE OF ENGINEERING AND TECHNOLOGY JK LAKSHMIPAT UNIVERSITY, JAIPUR 303026 RAJASTHAN, INDIA

Established under Act No 19 of 2011 of **State Legislature of Rajasthan** and recognized by **UGC** under section 22 of the UGC Act 1956 for imparting high quality higher education, on the one part

## AND

# CSIR- CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE (CSIR CEERI) PILANI 333031, RAJASTHAN, INDIA

a premier research Institute in the field of Electronics, established in 1953 under the aegis of **Council of Scientific & Industrial Research (CSIR)**, on the other part

# 1. PREAMBLE

The Institute of Engineering and Technology, JK Lakshmipat University, Jaipur, Rajasthan, hereafter, referred as IET:JKLU and Central Electronics Engineering Research Institute laboratory of Council of Scientific and Industrial Research, Pilani, hereinafter referred as CSIR:CEERI, here-by agree to encourage academic and research co-operation in field of electronics and electrical engineering as stipulated below.

# 2. OBJECTIVE

Both the institutions IET:JKLU and CSIR:CEERI shall promote co-operation in scientific and technology with the following objectives:

a) To promote joint research activities for enhancement of knowledge and vision;

b) To develop joint project proposals with other organizations;

c) To foster and promote academic publications and scholarly articles as an collaborative group;

d) To conduct joint workshops, training programs and seminars as joint venture;

e) The major areas identified for collaborative works are

- i. MEMS and Micro-sensors
- ii. Sensors and Nanotechnology
- iii. Photonics and Optoelectronics

Other technical areas of co-operation may be added to the agreement by mutual understanding.

# 3. IMPLEMEMNTATION OF PROGRAM

Both the institutes shall encourage visit of scientist, faculty members or students from one institute to the other as per rules, regulations and policies laid down by the individual institute. These visits shall be with purpose of attending/conducting, lectures, workshops, training program and projects. Long term programs/activities considered under the purview of this agreement are as following:

# a) U.G. /P.G. dissertation and specialized teaching:

Students from JKLU shall be permitted to work at CSIR-CEERI for their UG/PG Dissertation for period up to 4 months extendable to twelve months on merit basis. This work may be performed under the joint supervision of a senior scientist of CSIR-CEERI and JKLU faculty member/s. The educational institute shall transfer/pay one semester fee to CSIR-CEERI for the full time sponsored students. However, if the students are working under joint/collaborative project then the fee transfer may be waived. AcSIR PhD candidates interested in attending lectures at IET: JKLU shall be allowed to attend the same and will be extended the library facilities at JKLU, Jaipur.

Exchange of scientist/faculty from JKLU & CSIR-CEERI is encouraged. Local hospitality will be borne by the host institute for short term exchanges.

# b) PG Program Lab Training:

PG students in the specified areas will be visiting CSIR-CEERI, Pilani/Chennai and acquire hands on experience yearly once for a period of one week/two-weeks to go to get trained in the technologies available to CSIR-CEERI with nominal charges as

per CSIR-CEERI norms. The Schedule of such visits will be pre-decided by both the organizations. Upon successful completion of their training CSIR-CEERI will issue necessary certificates endorsing the performance of the students.

## c) Joint project proposals:

Faculty/scientists of the two institutions are encouraged to submit joint proposal to relevant funding agencies (DST/DRDO/ISRO and other institutions). Funding applications shall be prepared by the two institutions with their mutual consent and discussions regarding the scope and extent of funded exchange program to meet its goal.

## d) Intellectual Property Rights (IPRs):

Publications, patents, royalty, and ownership of software/design/products developed be undertaken with scientific ethics. The rights regarding these IPRs shall be decided by the two parties by mutual consent. The scientific data collected during the collaborative study be maintained confidentially by the individuals involved until IPR(s) is/are achieved. If the main inventor from CSIR-CEERI files the patent, the CSIR-CEERI will own the first right of license & vice versa.

# e) Workshops, Conferences, Training programs and Practice school:

Training programs, workshops, seminars may also be jointly organized in identified areas. During such event, each institute will extend its computer laboratory, internet and library and seminar room facilities to a limited number of identified persons from other institute.

## 4. Programme Coordinators

Each institute will nominate its own representatives within each field of cooperation and such representatives will be responsible for all measures to be undertaken under this agreement. From now onwards these nominated representative will form the coordination committee. The coordination committee will plan the activities under MoU every academic year and also look into the inclusion / exclusion of the areas of cooperation of MoU. The composition of the coordination committee shall be as follows:

- (a) Director JKLU, Jaipur
- (b) Director, CSIR-CEERI, Pilani
- (c) The Registrar, JKLU, Jaipur
- (d) Head, Project Management and Business Development (PMBD), CSIR-CEERI, Pilani
- (e) Three members from CSIR-CEERI, Chennai/Pilani (including Co-ordinator from CSIR-CEERI, Chennai)
- (f) Three members from JKLU, Jaipur (including Co-ordinator)

The committee shall formulate policies for financial expenditure made by the institutions under this joint venture. The rules may be updated with time and documented under annexure 'Rentals and Service Agreements'.

### 5. Disclosure:

Both the institutions may on their respective websites mention about this Research collaboration or MOU. Any correspondence with other institutions done under this co-operation be reviewed and approved by co-ordination committee.

### 6. Commencement and Tenure:

This memorandum of understanding (MOU) shall become effective on date of signing for period of five years and may be renewed subsequently after joint review by the coordinating committee. A written notice of its desire to renew or terminated the MOU may be initiated by either institution at-least six months prior to termination of this MOU.

### 7. Disputes:

- (i) No amendments, changes, alterations or modifications to this agreement shall be effective unless it is stated in writing and signed by both the parties and in certain cases, if required, upon approval by the competent authority of each party.
- (ii) If any dispute or difference of any kind whatsoever arises between the parties in connection with the agreement, the party shall try to resolve the same by mutual discussions, failing which, dispute or difference shall be referred to the Head of both the Institutes. If all fails courts of Jaipur shall have exclusive jurisdiction on matters relating to this agreement.

Signed at on

For and on behalf of CSIR:CEERI, Pilani

haudhwa

Prof. Santanu Chaudhury Director CSIR-Central Electronics Engineering Research Institute, Pilani

Witness I: Dr. S.A. Akbar

Witness I: Dr. S.A. Akbar Chief Scientist & Head Project Management & Business Development

Witness 2: Dr. Ramprakash Scientist In-Charge Incubation-Cum-Innovation Hub, Jaipur, CEERI, Pilani For and on behalf of JKLU, Jaipur

Dr. R.L. Raina Vice Chancellor JK Lakshmipat University Jaipur (Rajasthan) India

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Witness 1: Prof. Dr.-Ing. Anupam K Singh Director, Institute of Engineering and Technology, JKLU, Jaipur

Witness 2: Dr. Sandeep Singh Sengar Associate Professor, Institute of Engineering and Technology, JKLU, Jaipur

# MEMORANDUM OF UNDERSTANDING (MOU)

## BETWEEN

# JK LAKSHMIPAT UNIVERSITY, JAIPUR

&

# **ARYA GROUP OF COLLEGES , JAIPUR**

For

# Cooperation in the field of education and academic activities of mutual benefit

Associate with

# BHARDWAJ FOUNDATION, JAIPUR

&

# THE EMPLOYERS' ASSOCIATION OF RAJASTHAN, JAIPUR

Page 1 of 4

### MEMORANDUM OF UNDERSTANDING

 JK Lakshmipat University, Near Mahindra Sez, Mahapura, Ajmer Road, Jaipur – 302026 recognized by Government of Rajasthan and Covered u/s 2(f) of the UGC Act, 1956., THE FIRST PARTY represented herein by its Vice Chancellor (hereinafter referred as 'JK Lakshmipat University ' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – inoffice, administrators and assigns).

#### And

2. Arya Group of Colleges, SP-40, RIICO Industrial Area, Kukas, Delhi Road, Jaipur Rajasthan – 302028. Here in after reffered as" Arya College" the SECOND 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

3. The Employers' Association of Rajasthan (EAR) 99, Mohan Badi, Galta Road, Near Milieu Field School, Jaipur-302003, THE THIRD PARTY represented herein by its President (hereinafter referred as 'EAR' the association which expression, unless excluded by or repugnant to the subject or context shall include its successors – inoffice, administrators and assigns). Mission of EAR is to strength Industry Institution Interface, Skill Development, Placement & Girls Education empowerment in Rajasthan

#### And

4. Bhardwaj Foundation Jaipur situated at 71-B Hari kishan Somani Marg, Near Hathrori Fort, Jaipur. THE FOURTH PARTY is a NGO Having more than 3600 members including student from Educational Institutions, Universities ,Engineering University / CA / CS / Doctor / MBA budding professionals & Industries etc. Vision of Bhardwaj Foundation Jaipur is to make India Super Power. Mission of Bhardwaj Foundation Jaipur is to impart Training related to Skills, Leadership, Management technical issues & Spirituality etc.

#### **CLAUSE 1**

Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.

#### CLAUSE 2

Both the parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent:

- 2.1 Exchange of faculty, students and researchers
- 2.2 Exchange of scholarly publications and other information in the areas of interest to both the parties.
- 2.3 Joint research and activities.

#### <u>CLAUSE 3</u>

The provisions relating to the exchange of faculty, students and research scholars are as follows:

- 3.1 The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
- 3.2 The host university will do its best to provide exchange faculty, students and researchers with research space and facilities.
- 3.3 Exchange faculties/students/researchers shall be subject to the rules and regulations of the host university.
- 3.4 The first , second ,third and fourth parties do not have any financial input or any kind of financial involvement in this MOU, they work as an mentor of the program.

#### CLAUSE 4

Both the parties understand that all financial arrangements will have to be negotiated separately.

#### CLAUSE 5

It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Color, Religion, Creed, Language or National origin.

#### **CLAUSE 6**

Both the parties will work towards activities of mutual development and respect the aims, objectives and philosophies of the other institution.

#### CLAUSE 7

This agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official one month in advance.

### **JURISDICTION**

All matters, queries, disputes, or differences, whatsoever, arising between the parties touching the construction, meaning, operation or effect of this Memorandum of Understanding or out of or relating to this Memorandum of Understanding or breach thereof shall settled through arbitration in accordance with the relevant Arbitration Act in force at such time. The Arbitration award shall be binding on both parties. This Memorandum of Understanding shall come into effect from 9<sup>th</sup> Mar. 2018.

#### AGREED:

For JK Lakshmipat University, Jaipur.

For Arya Group of Colleges, Jaipur.

Authorized Signatory

**Arvind Agarwal** 

President

For The Employer's Association of Rajasthan,

Jaipur.

Authorized Signatory N.K.Jain President

Address: 99, Mohan Badi, Galta Road, Nr. Field Milieu School, Jaipur 302003 For Bhardwaj Foundation, Jaipur.

Authorized Signatory

P.M.Bhardwaj Founder President

Address: 71-B, Hari Kishan Somani Marg, Nr. Hathroi Fort, Jaipur

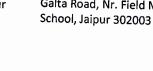
Address: Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur 302026

Authorized Signatory

Dr. R.L.Raina

Vice Chancellor

Address: SP-40, RIICO Industrial Area, Kukas, Delhi Road, Jaipur Rajasthan - 302028



Witness 1:

Witness 3:

Witness 2:

Witness 4:

Page 4 of 4



CIN: U74999TG2016PTC111563 Email: info@ebhashasetu.com Web: www.ebhashasetu.com Vindhya C4, First Floor, Room # C5-109 CIE, IIIT-H Campus, Gachibowli, Hyderabad, Telangana, India, 500032

# Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 10th day of October, 2018.

### By and between:

eBhasha Setu Language Services Pvt. Ltd., a company incorporated under Companies Act 1956 having its registered office at Hyderabad (hereinafter referred to as "eBhasha Setu", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and <u>eBhasha Setu</u> are hereinafter collectively referred to as "**Parties**" and individually referred to as **"Party**"

#### WHEREAS,

- eBhasha Setu is a language technology startup providing language services (translation, localization, transcription, subtitling and voice over services) in multiple Indian languages. We use state-of-the-art AI techniques with Human in the Look to produce Publication Quality translation content in multiple Indian languages including Assamese, Bengali, Gujarati, Hindi, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil, Telugu and Urdu.
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
- 3. JKLU and eBhasha Setu desire to establish collaboration for the benefit of students and faculty of JKLU and employees of eBhasha Setu.



Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

### 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of Three (05) Years from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

#### **Objectives:**

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - Set the ground for long-term academia-industry partnership by joint activities. i.
  - Internship and placement opportunities for selected JKLU students ii.
  - **Mutual Visits** iii.
  - Collaborative research iv.
  - Sharing of selected resources v.
  - Exchange of academic materials and other information vi.
  - Collaboration in Training and competency building programs vii.
- Sharing of best-practices viii.

### **Commercials:**

There are no commercials.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For eBhasha Setu
Signature	STINIPAT UNIT	Roshiel Almod
Name	CA. KK Maheshwan	Rashid Ahmad
Title	Officiating Registrar	Director, Co-Founder, eBhasha Setu
Date	10/10/2018	10/10/2018

# JOINT MEMORANDUM OF UNDERSTANDING (MOU)

# BETWEEN

# BHARTIYA SKILL DEVELOPMENT UNIVERSITY JAIPUR

and

# J K LAKSHMIPAT UNIVERSITYJAIPUR BHARDWAJ FOUNDATION JAIPUR EMPLOYERS' ASSOCIATION OF RAJASTHAN (EAR)

### JOINT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the  $9^{th}$  Day of March 2018 jointly by:

BHARTIYA SKILL DEVELOPMENT UNIVERSITY JAIPUR, (BSDU) (hereinafter referred as (THE FIRST PARTY) Plot 001-002 DTA, Mahindra World City, Off Ajmer Road,, Jaipur, Rajasthan 302037, The 1<sup>st</sup> PARTY represented herein by its President (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),

JK Lakshmipat University, Near Mahindra Sez, Mahapura, Ajmer Road, Jaipur – 302026, (THE SECOND PARTY) represented herein by its Vice Chancellor (hereinafter referred as 'JK Lakshmipat University' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

The Employers' Association of Rajasthan (EAR) 99, Mohan Badi, Galta Road, Near Milieu Field School, Jaipur-302003, (THE THIRLD PARTY) represented herein by its President (hereinafter referred as 'EAR' the association which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns). Mission of EAR is to strength Industry Institution Interface, Skill Development, Placement & Girls Education empowerment in Rajasthan

BHARDWAJ FOUNDATION, JAIPUR (herein after referred as THE FOURTH PARTY) with its office at 71 B Hari Kishan Somani Marg Near Hathrori Fort Jaipur is a NGO having approximately 3750 members including students from Educational Institutions, Universities, Engineering Colleges/CA/CS/Doctors/MBA budding professionals and Industries etc.

#### WHEREAS:

BHARTIYA SKILL DEVELOPMENT UNIVERSITY JAIPUR (BSDU) is engaged in providing skills education in various faculties based on Swiss Dual System. The BSDU awards skill certificates, diplomas, Advance Diplomas, B.Voc, M.Voc and Ph.D. to its students.

JK Lakshmipat University (JKLU) is the philanthropic initiative of the renowned JK Organisation. JKLU is a pioneer institute that is reimagining education and is focused on providing its students an application based curriculum, where they learn-by-doing. Through our two Institutes – Institute of Engineering & Technology and Institute of Management - we offer B.Tech, M.Tech, BBA, B.Com and the Pinnacle MBA programmes, in addition to offering PhDs in both Engineering and Management.

EAR mission is to promote, facilitate and guide the development and upgrading of skills and competencies of the national workforce in order to enhance competitiveness and placement of youth in industries

BHARDWAJ FOUNDATION JAIPUR, a NGO with a mission to impart training related to Skills, Leadership and Management in Technical Issues to youth and budding professionals.

All the parties believe that collaboration amongst them will promote more effective use of their resources, and provide each of them with enhanced opportunities.

The parties' intend to focus their efforts on cooperation within area of Skill Based Training, Education, Research & Development and Employment.

#### CLAUSE 1

### **CO-OPERATION**

- 1.1 All the 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 Institutions and their related wings. The Parties shall keep each other informed of potential opportunities and shall share information that may be relevant to secure additional opportunities for one another.
- 1.2 The cooperation amongst all the parties will facilitate effective utilization of the intellectual capabilities of all the parties.
- 1.3 The general terms of co-operation shall be governed by this MOU. All the Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into 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 terms 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 thereof and shall supersede any prior understanding between the Parties on the subject matter thereof.

#### SCOPE OF THE MOU

- 2.1 The JK Lakshmipat University Jaipur will send their students during the eighth semester for skills training at BSDU.
- 2.2 BSDU will admit the students as per requirement of skills schools through an entrance test.
- 2.3 BSDU will conduct six months skills training for such students at BSDU in the selected skill area and issue a University Certificate to all those students who qualify the exam at BSDU after the said course.
- 2.4 Both the parties will jointly facilitate students for jobs where-ever possible to those students who have been trained at BSDU.
- 2.5 JK Lakshmipat University may also consider providing scholarship for their further studies based on their performance.
- 2.6 JK Lakshmipat University Jaipur may also send its faculty members for any upgradation of skills in a specified area.
- 2.7 JK Lakshmipat University Jaipur may also sponsor its faculty for Ph.D. at BSDU. Such a sponsored scholar will have to spend six months in the BSDU Campus for compulsory residential requirement and then may continue research work at JK Lakshmipat University only which will provide all kinds of help to such scholars to carry out the research.
- 2.8 The Bhardwaj Foundation Jaipur and EAR will facilitate admissions, joint seminars and placements etc. to suit all the parties.
- 2.8 All the parties will help each other in conducting seminars/conferences etc. to promote each other's activities on mutually agreed terms and participate actively in the same.
- 2.9 No party will have any financial liability/responsibility/commitment due to this MOU. All financials will be mutually discussed when-ever required.

#### 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 for five years. It may be terminated by any of the parties on mutually agreed terms. Any act on the part of any of the parties after termination of this Agreement by way of communication, correspondence etc.., shall not be construed as an extension of this MOU. Any of the parties withdrawing from this MoU shall not affect the understanding among the remaining parties in any way.
- 4.2 Any party wanting to terminate this MOU shall give 30 days' notice in writing to the other parties. In the event of Termination, all the parties have to discharge their obligations to the students already undergoing training/internships/placement under this MoU.
- 4.3 In case of termination of the MOU, the course which is running at that time will be allowed to be run completely to ensure that no candidate is harmed in any way.

#### <u>CLAUSE 5</u>

#### **RELATIONSHIP AMONGST THE PARTIES**

5.1 It is expressly agreed that all the parties are acting under this MOU as independent parties, and the relationship established under this MOU shall not be construed as a partnership. No Party is authorised to use the other Party's name in any way, to create any obligation or liability, on behalf of the other Parties, without the prior written consent of the other Parties. No 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 Parties, to pledge the other Party's credit, or to extend credit on behalf of the other Parties.

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 Jaipur. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Jaipur, Rajasthan.

#### AGREED:

For Bhartiya Skill Development University, Jaipur

Sweet .

Authorised Signatory

For J K Laxmipat University Jaipur

Authorised Signatory

(N-K-JAIN)

poundation Jaipm

# **MEMORANDUM OF UNDERSTANDING (MOU)**

# AMONG

# JK LAKSHMIPAT UNIVERSITY

# &

# **CADD CENTRE TRAINING SERVICES**

&

# THE EMPLOYERS' ASSOCIATION OF RAJASTHAN, JAIPUR

&

# **BHARDWAJ FOUNDATION, JAIPUR**

FOR

# SKILL DEVELOPMENT, ACADEMIC-INDUSTRY INTERFACE

## MEMORANDUM OF UNDERSTANDING

# This Memorandum of Understanding (MOU) entered on 9<sup>th</sup> Mar.-2018. By and Between

 CADD Centre Training Services Pvt. Ltd. Chennai, having its local office at No. 106-107 Mahima Majesty, Ram Gali No. 6, Raja Park Jaipur. (hereinafter referred as "CADD Centre" THE FIRST PARTY for the sake of brevity) and represented by its Centre head, – Mr. Rajeev Bhargava which expression shall mean and include its successors in office and assigns.

### And

2. JK Lakshmipat University, Near Mahindra Sez, Mahapura, Ajmer Road, Jaipur – 302026, THE SECOND PARTY represented herein by its Vice Chancellor (hereinafter referred as 'JK Lakshmipat University ' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### And

3. The Employers' Association of Rajasthan (EAR) 99, Mohan Badi, Galta Road, Near Milieu Field School, Jaipur-302003, THE THIRLD PARTY represented herein by its President (hereinafter referred as 'EAR' the association which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns). Mission of EAR is to strength Industry Institution Interface, Skill Development, Placement & Girls Education empowerment in Rajasthan

#### And

4. Bhardwaj Foundation Jaipur situated at 71-B Hari kishan Somani Marg, Near Hathrori Fort, Jaipur. THE FOURTH PARTY is a NGO Having more than 3600 members including student from Educational Institutions, Universities ,Engineering Universitys / CA / CS / Doctor / MBA budding professionals & Industries etc. Vision of Bhardwaj Foundation Jaipur is to make India Super Power. Mission of Bhardwaj Foundation Jaipur is to impart Training related to Skills, Leadership, Management technical issues & Spirituality etc to

youth & budding professionals to make India Super Power by eradication of unemployment.

#### WHEREAS:

- A) All Parties 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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and employment & also quality production of components.
- C) The first , second ,thirld and fourth parties do not have any financial input or any kind of financial involvement in this MOU, they work as an mentor of the program.
- E) The First party will be the service provider, who provide all CAD-CAM-CAE and IT based skill development training at JKLU site for their student's to become employable.
- F) The Second party here as called JKLU will provide all necessary infrastructure to first party for conducting the training smoothly.
- E) No party will have any financial liability/responsibility/commitment due to this MOU.
   All financials will be mutually discussed when-ever required.

# **Objective of the program:**

- In today's world, CAD-CAM and IT based training has become an indispensable skill required to make every professional employable and productive in the work place. The objective of the training program is:
  - To train the students of JKLU Jaipur at their University campus for CAD-CAM-CAE and IT based training for Mechanical, Civil, Chemical, Electrical, Electronics and Computer Science student's by "CADD CENTRE"
  - ➤ To train the students of JKLU Jaipur on the concepts and soft tools of CAD CAM, IT as per the industrial / corporate requirements.
  - > To facilitate them to excel in their workplace.
  - > To bridge the skill gap between the individuals and the industry.

# Course Fees and Training Program Detail:-

#### **COURSEWARE**

CADD Centre's Curriculum & Product development (CPD) team develops the courseware. Each book is conceived, prepared and printed after a thorough research on industry specific courses. The team consists of engineers, industry experts who are involved in the development of courseware. The course material is developed specially for instructor-lead training as well as self-study material. The CPD team reviews the curriculum and updates as needed. Every student who enrolls for a course is provided with a reference manual which is of World Class Standards, comprehensive in coverage and with a nice layout that pleases the eyes!

#### SUBJECTS:

THEORY

PRACTICALS / LAB

# PROJECT BASED ASSESMENT:

Students are encouraged to work on their own projects during the training program. Projectbased learning helps students to learn the subject and understand to meet the international standards. Project-based learning encourages students to use information, ideas, skill, to answer real-world questions and solve them. Projects will be assessed by the instructor.

The advantages of project-based learning:

- > Provides real-world orientation.
- Encourages higher-order thinking skills.
- Allows the instructor to be a facilitator of learning.
- Provides for ongoing student self-assessment.

# CADD Centre (First Party) through its Raja Park, Jaipur Shall Provide

- The proprietary and internationally acclaimed CADD Centre course material to each Student.
- Provide qualified trainers for the course.

- Periodical assessments of students for their further improvement.
- Certificate of Completion will provided to every student who will successfully complete the training program.
- CADD Centre will provide "Certificate of Association" between CADD Centre with JKLU Jaipur.
- Permit JKLU Jaipur to use CADD Centre logo as the Skill Development Partner.

# JKLU JAIPUR (THE SECOND PARTY) Shall after discussion and mutual consent of all parties provide :

- The required number of computer systems with latest configuration, switch in the lab and other required infrastructure and software for the practical session.
- The Class rooms with LCD projector for the theory classes. IT support should be arranged, if encountered with any problem.
- Schedule the classes for the training.
- Disciplinary support for the smooth conduct and timely completion of the entire course.
- The supports to ensure, all students attend the training program.
- Shall provide minimum hours for completing the training program.

# PARTICIPANTS:

The participants would be the Students of JKLU JAIPUR.

# COURSE CONTENTS:

As per CADD CENTRE norms and course books.

# **Proposed Class Timing**

As per mutual decision.

# COMMENCEMENT OF COURSE

JKLU Jaipur will ensure that the courses will start as soon as possible.

# **COURSE FEES & PAYMENT PATTERN**

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The course fee per student for each course offered is decided and mutually between Party no. 1 and 2. Mention in Annexure 1

#### <u>Validity</u>

This contract shall be in force for three years and valid till 30<sup>th</sup> May 2020 and reviewed every year if need any changes may occurred.

#### JURISDICTION

All matters, queries, disputes, or differences, whatsoever, arising between the parties touching the construction, meaning, operation or effect of this Memorandum of Understanding or out of or relating to this Memorandum of Understanding or breach thereof shall settled through arbitration in accordance with the relevant Arbitration Act in force at such time. The Arbitration award shall be binding on both parties.

This Memorandum of Understanding shall come into effect from 9<sup>th</sup> Mar. 2018.

Agreed upon –

1. For CADD-CENTRE TRAINING SERVICES

Authorised Signatory RAJEEV BHARGAVA (Director)

2. For JK LAKSHMIPAT UNIVERSITY, JAIPUR

Authorised Signatory Dr R.L Raina Vice Chancellor

3. For The Employers' Association of Rajasthan, Jaipur

Authorised Signatory N. K. Jain President

4. For The Bhardwaj Foundation, Jaipur

way Authorised Signatory

**P. M. Bhardwaj** Founder President

Witness 1

Witness 2

Witness 3

Witness 4

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Hogeschool van Amsterdam

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### THE COMPUTER SCIENCE DEPARTMENT OF THE AMSTERDAM UNIVERSITY OF APPLIED SCIENCES

AND

#### DEPARTMENT OF COMPUTER SCIENCE ENGINEERING, INSTITUTE OF ENGINEERING & TECHNOLOGY, JK LAKSHMIPAT UNIVERSITY, JAIPUR

#### **ARTICLE I**

The purpose of this Memorandum of Understanding is to develop and carry out collaborative activities in furtherance of the common interest of the institutions as set forth in ARTICLE II.

#### **ARTICLE II**

The scope of collaboration on academic and research activities, and on administrative issues, in this Memorandum of Understanding includes the following possible categories:

- 1. Exchange of teaching staff
- 2. Research and teaching collaboration in the areas of mutual interest to both parties.
- 3. Exchange of academic materials which are made available by both parties.
- 4. Organisation of symposia, conferences, short courses and meetings on issues of mutual interest.
- 5. Exchange of students.

#### ARTICLE III

To implement the aims and purposes expressed in ARTICLES I and II, the following is mutually understood and agreed:

- 1. Development of a specific project taking place within this over-arching Memorandum of Understanding should take the form of a Supplementary Programme Agreement which will detail key responsible people, sources of funding, and specific collaborative activities.
- The final approval of any project will be dependent upon the availability of guaranteed support funds.
- Progress of work of any Supplementary Programme Agreement under the Memorandum will be reviewed and approved by designated responsible people of both parties.
- 4. Neither JK Lakshmipat University nor Amsterdam University of Applied Sciences will be held responsible for any liability whatsoever; furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Memorandum of Understanding relates.

#### **ARTICLE IV**

#### Duration of the Memorandum of Understanding:

This Memorandum of Understanding will come into effect on the last date of signing and shall be effective for a period of 2 years. Thereafter it will be reviewed and can be amended or renewed as agreed by both parties. Amendments to the Memorandum of Understanding can take place at any time by an exchange of letters.

#### ARTICLE V Finances:

- 1. Travel and accommodation of teaching staff will be at the expense of The Amsterdam University of Applied Sciences
- 2. Exchange students will pay for their own accommodation at the hosting university. The hosting university will assist the incoming exchange student in finding student accommodation.
- To avail travel expenses, students can apply for existing funding programs at their respective home universities/Host university else cost would be borne by students.

#### **ARTICLE VI**

#### Student Exchange:

Home Institution and Host Institution agree that student exchange will be guided by principles listed below:

A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate.

A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

a) Exchange students will be selected by mutual agreement between the home institution and the host institution.

b) An exchange student will continue to be treated as full-time student at his/her home institution.

c) An exchange student will be considered as full-time "exchange" student at the host institution.

d) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.

e) The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.

f) The home institution may award to the exchange student credits earned at a host institution, but only after the home institution has established correspondence between courses taken at the host institution vis-a-vis those offered at the home institution.

g) The host institution shall try to associate student with industry around.

i) The exchange students will pay tuition and other fees at their home institution

Signed	
Amsterdam Univer	
Amsterdam University of UBQ-IODes Wibautstraat 2-4 1091 GM Amsterdam, The Nether	2
Hert Silken	na
President	)
Date 24/05/201	P

On behalf of JK Lakshmipat University, Jaipur.

Jain, Dr. Sonal Co-ordinator,

Dept. of Comp. Sc. Engineering. Date 23/05/2018

#### MEMORANDUM OF UNDERSTANDING AND IMPORTANT TERMS AND CONDITIONS FOR ESTABLISHING TEXAS INSTRUMENTS INNOVATION CENTER Between EdGate TECHNOLOGIES PRIVATE LIMITED, BANGALORE & JK LAKSHMIPAT UNIVERSITY, JAIPUR

Texas Instruments Innovation Center (A partner of Texas Instruments India University Program)

#### 1. Introduction

India has become a promising investment destination for foreign companies looking to do business here. Our Honorable Prime Minister of India Shri Narendra Modi has launched the '*Make in India*' initiative with the aim to give the Indian economy global recognition. This initiative is expected to spur development, economical growth and thereby improving the living standard of Indian Citizen.

Engineering education has to play very important role in providing huge pool of skilled and knowledgeable, and industry ready engineers. The future success of Indian industry depends on the growth of quality engineering education in India, especially since Indian industry is competing globally in areas such as software and hardware electronics, automobiles, pharmaceutical, chemicals, engineering equipment etc. In India, the brightest students opt for engineering after the 12th standard. This has resulted in a spurt of engineering colleges. However, the reality is that only a very small percentage of these students are readily employable (@25% or less as per the survey by Nasscom) and most lack industry specific skills. In order to bridge this gap between the academia and the industry and to ensure ready deployment in regular work streams, structured industry specific training is necessary.

#### 2. Brief Introduction about JK Lakshmipat University

It is with this profound philosophy of education, that the multi-discipline JK Lakshmipat University (JKLU) was established in Jaipur, the capital city of Rajasthan, in the year 2011 to give students the cutting-edge of holistic learning and to develop promising youngsters into leaders of tomorrow with globally relevant, future-ready and actionable intelligence.

The University has excellent infrastructure, a proper mix of experienced, young and dynamic faculty and a strong focus on placements for building technocrats and leaders of tomorrow. The curriculum provides for high weightage on internship to develop employable professionals with the cooperation of business and industry.

JK Lakshmipat University has been promoted by the JK Organisation, one of the leading Indian Industrial Conglomerates of the country with a rich heritage of more than 100 years. Through the Lakshmipat Singhania Education Foundation and other non-profit entities, JK Organisation is strongly committed to the societal needs since long, particularly in the fields of Education, Healthcare, Social Welfare and Infrastructure Development both in rural and urban areas.

JKLU is inspired by the vision of its key architect Lala Lakshmipat Singhania: A visionary, a pioneer, an entrepreneur, a humanitarian and a leader of outstanding quality, Lala Lakshmipat Singhania considered higher learning and management skills essential for Indian industry and economy to grow and develop not only domestically but also globally.

#### Brief Introduction about EdGate Technologies Private limited

EdGate Technologies Private Limited are Texas Instruments India University Program Partners. EdGate has an extensive presence all over the country and well established connectivity within the academic and corporate communities. Our aim is to reach out to the Corporate, educators and the engineering student community to help them achieve more in their research and their learning initiatives.

Services offered to Universities under Texas Instruments India University Program

- Presales Guidelines
- Sales and Continuous Post Sales support
- Installation and Training
- Train the Trainer Program (Customized)
- Seminar/Workshop (Customized)
- Faculty Development programs (Customized).

EdGate has setup Texas Instruments Labs in various Engineering colleges across India . EdGate has signed 100 + MOU's and 10 TIIC's with Engineering colleges under Texas Instruments University Program

EdGate Technologies provide a whole range of services by leveraging its business expertise by strategic alliances with leading technology providers & are Sole authorized distributors of following Partners

- Mango Communication, USA : <u>Mango</u> has its roots in the Rice University <u>Wireless</u> <u>Open-Access Research Platform (WARP)</u>project, originally an <u>NSF-funded research</u> <u>project</u> that has grown into a self-sustaining open-source wireless research platform.
- <u>SoftDB, Canada</u> (Texas Instruments Third party developer)
- <u>Technosoftmotion, Switzerland</u> (Texas Instruments Third party developer)
- <u>Next Dimension Technology, Korea</u> (Texas Instruments Third party developer)
- <u>Rowley Associates, United Kingdom</u>
- <u>Embest Technology Co Ltd, China</u> (Texas Instruments Third party developer)
- <u>Zeeis</u>, <u>China</u> (Texas Instruments Third party developer)
- <u>Link Research, USA</u> (Texas Instruments Third party developer)

#### **Texas Instruments University Program**

The TI University Program is the intersection between TI technology, educators and the engineers of tomorrow. Our advanced analog and embedded processing technologies fuel the passions of students and educators in university labs worldwide. Established in 1982, the TI University Program is a global program dedicated to supporting educators, researchers and students in facilitating the inclusion of TI analog and embedded processing in engineering classrooms, teaching and research labs, textbooks, design projects and course curriculum. By building relationships with educators, TI works to bridge the gap between the business and academic world. Incorporating TI technology into curriculum provides educators with the ability to teach real world concepts and complement this with a unique hands-on learning experience utilizing TI tools, making it more exciting, relevant and valuable to the student.

Working with TI increases the knowledge base of future engineers so they interact with industrystandard technology before they graduate. TI helps develop the skills needed to tackle tomorrow's most challenging problems. By providing students access to the largest and most advanced analog and embedded processing portfolio, the TI University Program provides the tools necessary to inspire innovation and take engineering concepts from the book to the breadboard.



# 1. Contribution and Expectation of EdGate Technologies under Texas Instruments India University Program

EdGate Technologies has confirmed their support for setting up the **Texas Instruments Innovation Center** by donation of below tools. This will enable young students to learn, program and innovate on Analog System Design and Internet of Things (IoT).

Sr. No.	Item	Quantity
1	MSP430F5529 USB LaunchPad Evaluation Kit	4
2	SimpleLink Wi-Fi CC3200 Booster Pack	4
3	MSP 430 F5969 Launch Pad	4
4	MSP430 G2 Launch pad	5
5	Sensors: Sound Sensor 3-Axis Accelerometer Moisture Sensor Ultrasonic Sensor Electret Microphone Water Sensor Temperature Sensor Light Sensor	1 Each
5	Training to staff and students : Registration Material to all participants (CD's, Pens, Pads, Folders)- Internet facility is must for workshop	50-students/ 20 – faculty (3 Days for students)
6	TI Lab Poster and TI Lab Signage	

#### As on-ground deliverables, EdGate Technologies will provide the following:

- a) Hardware & Curriculum: EdGate will provide the Curriculum for Texas Instruments Labs (details in Annexure). JK Lakshmipat University should find ways to incorporate curriculum in there syllabus.
- b) Lab Setup: The College will set up a lab which will be entitled "<u>Texas Instruments</u> <u>Innovation Lab</u>" at its premises.
- c) <u>Faculty Development Program</u>: JK Lakshmipat University will organize at least one <u>faculty development program</u> in its premise for its faculty members and faculty members of other Indian engineering institutions to teach TI Platform. The College will provide the infrastructure facility for conducting the <u>faculty development program</u>. EdGate Technologies Pvt Limited will help the college in conducting this program.
- d) Workshops/Events: If the College wishes to organize a national <u>event in the area of TI</u> <u>Platform</u>, EdGate Technologies Pvt limited will provide speakers.

e) Training Programs: EdGate Technologies Pvt Limited will assist the college in organizing training programs/tutorials on topics related to TI Platform. Faculty members from the college who have undergone train-the-trainer program and who are certified by EdGate Technologies Pvt Limited as trainers may run certified training programs. JK Lakshmipat University will provide certificates for the participants of such programs.

# 2. a) Contribution from JK Lakshmipat University

Faculty Mentor: Qualified Faculty of Electronics & Communication Engineering, Instrumentation & Control Engineering, Biomedical Instrumentation, Computer Engineering, and Information Technology (preferably with programming knowledge on C; C++) will be made point of contacts and will mentor interested students.

Sr. No.	Item	Quantity	Approximate Cos			
	Cost of <b>Texas Instruments Innovation Center</b> : Below items will be delivered	Below Package	3.75 LAKHS			
1	Analog Lab: A dedicated Lab focus on Teaching Analog signals					
А	ASLK PRO Kit	4				
2	Sensor Hub Booster Pack	2				
3.	Analog Attach MCU Labs (ARM): A secondary Ele controller Lab	Analog Attach MCU Labs (ARM): A secondary Element that attached to Micro controller Lab				
А	CC110L Booster pack	4				
В	TIVA Lauchpad	10				
4.	<b>Connectivity Attach Lab (Ultra Low Power Lab/In</b> secondary Element that attached to Micro controller L focusing on connectivity	<b>ternet of Thi</b> ab Or stand a	ngs Lab (IOT)) : A lone solution			
	rocusing on connectivity					
А	Ez430RF-2500 MSP430 Wireless Development Tools	2				
A B	Ez430RF-2500 MSP430 Wireless Development	2				
	Ez430RF-2500 MSP430 Wireless Development Tools					
В	Ez430RF-2500 MSP430 Wireless Development Tools MSP 430 G2 Launchpad	10				
B C	Ez430RF-2500 MSP430 Wireless Development Tools MSP 430 G2 Launchpad SimpleLink Wi-Fi CC3100 BoosterPack SimpleLinkTM CC2650 Wireless MCU LaunchPad	10				
B C D 5.	Ez430RF-2500 MSP430 Wireless Development Tools MSP 430 G2 Launchpad SimpleLink Wi-Fi CC3100 BoosterPack SimpleLinkTM CC2650 Wireless MCU LaunchPad Kit	10 4 2				
B C D 5. Terms a	Ez430RF-2500 MSP430 Wireless Development Tools MSP 430 G2 Launchpad SimpleLink Wi-Fi CC3100 BoosterPack SimpleLinkTM CC2650 Wireless MCU LaunchPad Kit <b>Training for Faculty</b> nd Conditions :	10 4 2				
B C D 5. Terms a 1. Payme	Ez430RF-2500 MSP430 Wireless Development ToolsMSP 430 G2 LaunchpadSimpleLink Wi-Fi CC3100 BoosterPackSimpleLinkTM CC2650 Wireless MCU LaunchPad KitTraining for Facultynd Conditions :ent:100% Payment in advance	10 4 2				
B C D 5.	Ez430RF-2500 MSP430 Wireless Development ToolsMSP 430 G2 LaunchpadSimpleLink Wi-Fi CC3100 BoosterPackSimpleLinkTM CC2650 Wireless MCU LaunchPad KitTraining for Facultynd Conditions :ent:100% Payment in advanceanty:1 Year	10 4 2				

# b) JK Lakshmipat University should set up lab based on Below:

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- 3. Center: Institute will identify and maintain Texas Instruments Innovation Center with at least 10 desktops / laptops on latest home/ office configuration.
- 4. Peripheral components: Institute will make arrangement for other equipment required for setting up the lab and for the maintenance of the lab.
- 5. Financial: Institute will operate the center with the help of existing staff.

# JK Lakshmipat University – Texas Instruments Innovation Center (TIIC)

Texas Instruments aimed at establishing a collaborative bridge between companies and colleges with the objective of making students in the Engineering Colleges and Schools have a greater hands on experience in technologies related to :-

- a. Embedded systems
- b. Ultra Low Power Applications
- c. Analog System Design
- d. Internet of Things (IOT)
- e. Power Electronics

These programs would go a long way to get the students hands on project experience in state of the art Micro-controller boards which are being developed by Texas Instruments. The experience will include hands on software and hardware skills which are highly desired by industry. These projects will provide an experiential appreciation of the latest technologies giving the students significant edge across multiple dimensions like, knowledge, enhanced employability, project experience, etc.

JK Lakshmipat University - TIIC will bring in the following core values:-

#### **Colleges:**

- Analog System Design Lab using ASLK PRO
- Ultra Low power Microcontroller Lab
- Internet of Things technology is based on the traditional Internet technology, development and extension, due to its extremely wide range of applications, involving almost all walks of life, and therefore in order to meet the needs of industry professionals, a growing number of colleges and universities applied for Internet of Things engineering professional, in teaching programs arranged in Internet of Things technology courses.
- Strong Branding and ability to attract better quality students
- Better ranking amongst the competition
- Power Electronics.

#### **Students:**

- Exposure to state of the art technologies through hands on learning experience
- Better employability opportunities
- Showcase talent and innovation
- Participating in Texas Instruments Innovation Challenge.( If Texas Instruments conducts any contest centre will be connected with the same)

#### Vision forward

Texas Instruments hopes that once these Innovation centres are in place and running, If Texas Instruments conducts any contest centre will be connected with the same.

#### Restrictions and Obligations Governing the Use of Confidential Information and Materials

- a) Recipient shall not disclose any Confidential Information/Confidential Material, to third parties without the prior written authorization of the Company. Notwithstanding the foregoing, the Recipient shall not at any time disclose to any third party any Confidential Information/Confidential Material or any Confidential Information of any other party to whom the Company owes an obligation. However, the Recipient may disclose Confidential Information in accordance with judicial or other governmental orders, provided the Recipient shall give the Company reasonable notice, prior to such disclosure and shall comply with any applicable protective order or equivalent.
- b) The Recipient shall not use any Confidential Information or Confidential Materials of the Company for any purposes except those expressly contemplated hereby or as authorized by the Company.
- c) The Recipient shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep secure the Confidential Information.
- d) Recipient agrees to segregate all such Confidential Materials from the confidential materials of others to prevent co-mingling.

#### **Rights and Remedies**

a) Recipient shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Recipient, and will cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.

Signed for and on behalf of EdGate Technologies Private limited

Mr. Gurpreer Singh Directore EdGate Technologies Private Limited

Witness: Rajat Kumar Field Application Engineer EdGate Technologies Private Limited

Signed for and on behalf of JK Lakshmipat University

Dr. R.L. Raina Vice Chancellor JK Lakshmipat University



Witness 1: Dr. Anupam K Singh Director-IET, JKLU, Jaipur

Witness 2: Dr. S.S. Sengar Associate Professor (ECE), IET, JKLU, Jaipur

# MEMORANDUM OF UNDERSTANDING STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES St. Cloud State University, St. Cloud, Minnesota, USA And

# JK Lakshmipat University, Jaipur, INDIA

The State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf St. Cloud State University, Saint Cloud, Minnesota ("the College/University") and JK Lakshmipat University, Near Mahindra World SEZ, Mahapura, Ajmer Road, Jaipur (Rajasthan), INDIA ("the Affiliate") seek to develop collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

#### Part 1: Purpose

This Memorandum of Understanding (MOU) serves as written understanding of agreed upon principles between MnSCU St. Cloud State University and JK Lakshmipat University, Jaipur, concerning a set of general academic objectives.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope for this MOU.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties in writing before work on any of the projects can commence.

# Part 2: Objectives, Scope, and Major Activities

- Both institutions agree to encourage the development of the following types of activities:
  - Visits and exchanges of faculty, scholars and administrators in specific areas of education, research and outreach;
  - Explore ways to cooperate in undergraduate and graduate education and training including Appendix A;
  - Organize joint conferences, symposia, or other scientific meetings on subjects of mutual interest;
  - Exchange of academic information and materials such as data, documentation and research materials in the field of mutual interest, etc.;
  - Pursue avenues for undergraduate, graduate and professional student exchange during the academic year or summer terms;

- Explore the possibilities for developing joint research programs and collaborations;
- To initiate discussions on the cooperative development of future courses and academic programs.
- To offer collaborative programs for students of both the Universities as per applicable norms.
- Other exchange and cooperation programs to which both parties agree.

# Part 3: Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, spaces and other resources. Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two institutions and documented in a written agreement. It is further expected that both parties will be compliant with all applicable State and federal laws and regulations and MnSCU policies.

# Part 4: Duration and Option to Amend, Extend or Terminate

This MOU will become effective when the last required signature is obtained by both parties. This agreement will remain in effect for 5 years, not to exceed five years beyond the effective signature date. This MOU may be renewed or amended by mutual agreement of the parties and shall be in writing and executed by an authorized representative of each party. The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party. Termination shall be without penalty. If this MOU is terminated, neither the Affiliate nor the College/University shall be liable to the other for any monetary or other losses that may result.

# Part 5: General Terms

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees or agents. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

Nothing in this MOU obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this MOU.

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party of this MOU. When logos are to be used to publicize collaborative programs, the logos to be used will be provided by each institution.

Neither the College/University nor the Affiliate shall, in connection with this MOU, discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

This MOU supersedes all other affiliation agreements relating to the subject matter of this Agreement existing between the College/University and the Affiliate.

**Contact Information** 

JKLU

Attn: Roshan Lal Raina, Vice Chancellor JK Lakshmipat University, Near Mahindra World City SEZ Mahapura, Ajmer Road, Jaipur (Rajasthan), INDIA Phone No.: +91-141-7107 501 E-mail: vc@jklu.edu.in

SCSU

Attn: Shahzad Ahmad 720 4<sup>th</sup> Ave South Saint Cloud, Minnesota 56301 USA

Phone No.: +1-320-308-5151 E-mail: shah@stcloudstate.edu

7. SIGNATURES.

JK Lakshmipat University, Jaipur, INDIA

Signature: <u>MACON</u> Name: Bharat Hari Singhania Title: Chancellor, JKLU

Date: JULY 14, 2017 AS TO FORM AND EXECUTION

as TO FORM AND EXECUTION

By: Roshan Lal Raina

Title: Vice Chancellor

Date: July 14, 2017

Minnesota State Colleges and Universities St. Cloud State University

Azhih h vaidya Signature: Name: Ashish K. Vaidya Title: President, SCSU

JUNE 9, 2017 Date:

AS TO FORM AND EXECTION By: Shahzad Ahmad

Title: Associate Vice President of Center for International Studies

June 5 201 Date:

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# Appendix A second se

JKLU students wishing to participate in the collaborative program, will complete their first 3.5 years of undergraduate studies at JKLU and then pursue the project work as per his/her curricula in the last semester at St. Cloud State. JKLU students who wish to join this collaborative program must have a minimum GPA of at least 2.75 on a 4 scale. JKLU students should complete a TOEFL test with a minimum score of 79 or an IELTS score of at least a 6.5 overall band to be part of this program. These students must maintain a minimum GPA of 2.75 in their undergraduate studies at SCSU. On successfully graduating from JKLU, they will be accepted into the MEM program or other graduate programs such MS CS, MS IA. SCSU will provide JKLU students cultural sharing scholarship for their undergraduate education. For their Master's program, SCSU will consider students with good academic performance and GRE score, for Graduate Assistantships as per applicable policies and norms in each of the graduate programs.

ARTICLARSTOPPENT University, January, 101014

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# **MEMORANDUM OF UNDERSTANDING**

# BETWEEN "JK LAKSHMIPAT UNIVERSITY" AND

# "ALTERNATIVE GLOBAL INDIA PRIVATE LIMITED"

This General Memorandum of Understanding (MOU) is made on thisday of January, 2017 between **JK Lakshmipat University**, a Jaipur based University having its facility at JKLU, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur -302026 (herein after referred to as "**JKLU**"), which expression shall include its successor and assigns, represented through its Vice-Chancellor, Dr. Roshan Lal Raina, on one part,

And

**ALTERNATIVE GLOBAL INDIA PRIVATE LIMITED**, having its registered office at 204/A, Plot-9, Sector-10, Dwarka, New Delhi, hereinafter referred to as "**AGIPL**"), which expression shall include its successor and assigns, represented through its Founder Mr. Ankit Kumar, on one part.

Both Alternative Global India Private Limited (AGIPL) and JK Lakshmipat University (JKLU), herein after collectively shall be referred as "the Two Parties".

Whereas JK Lakshmipat University (JKLU) is a Jaipur based educational institute (University) JK Lakshmipat University (JKLU) was established in Jaipur, the capital city of Rajasthan, in the year 2011 to give students the cutting-edge of holistic learning and to develop promising youngsters into leaders of tomorrow with globally relevant, future-ready and actionable intelligence. JK Lakshmipat University has been promoted by the JK Organisation, one of the leading Indian Industrial Conglomerates of the country with a rich heritage of more than 100 years. Through the Lakshmipat Singhania Education Foundation and other non-profit entities, JK Organisation is strongly committed to the societal needs since long, particularly in the fields of Education, Healthcare, Social Welfare and Infrastructure Development both in rural and urban areas.

The University has excellent infrastructure, a proper mix of experienced, young and dynamic faculty and a strong focus on placements for building technocrats and leaders of tomorrow. The curriculum provides for high weightage on internship to develop employable professionals with the cooperation of business and industry.

Whereas AGIPL deals in organizing events to promote clean energy among the different stakeholders of the industry. Apart from that, AGIPL is also a strategic & tactical advisory firm with an understanding on different industry segments and clear focus on clean energy in terms of devising market entry strategic decisions, Go-to-Market strategy, performance optimization etc.

AGIPL has products like RE-Rise, IRP, REX Talk, Green Sustainability Program & Others.

#### I. Background

i. Both JKLU and AGIPLrecognize that there is an existing synergy between the two, and that both are seriously concerned to tackle the challenges& opportunities with respect to clean energy, sustainable management, energy, protection, electric vehicle, waste management and utilization of water resources,

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research, promoting startups, training, skill development, event organization and management, etc.

- ii. AGIPL through its RE-Rise platform will setup an exclusive RE-Rise incubation & acceleration centre at JKLU to promote entrepreneurship and boost startups in clean energy & EV domain
- iii. Both JKLU and AGIPLare convinced of the huge potentials of bilateral technical, managerial and commercial cooperation in the field of sustainable development, water resources, management, renewable energy, research, skill development and training, promoting startups, event creation, event organization and event management, etc.
- iv. Both JKLU and AGIPL desire to strengthen and further develop cooperation between them in the above fields on the basis of equality, mutual benefit and mutual respect.
- v. BothJKLU and AGIPL believe that such cooperation serves the interests of the people of India and contribute to the enhancement of sustainable development and socio-economic benefit of the people at large.
- vi. Both JKLU and AGIPL have reached a common understanding on their cooperation in the framework as under.

# II. Objective

- i. The Two Parties, subject to the terms of this Memorandum of Understanding (hereinafter referred to as "this MOU", agree to extend cooperation in the field of establishing RE-Rise Incubation & Acceleration Centre and promoting startups across Rajasthan to participate
- ii. Both the Parties herein are desirous to jointly organize, explore, identify, or opportunities in all such mutually agreed areas in Clean energy & EV Space to make JKLU as a center of attraction to the students going for Engineering & Management courses

# III. Forms of Cooperation

Referring to the objective of this MoU, and as far as the means, resources and requirements of both Parties may permit; the areas of cooperation in the fields stated in Article II of this MoU may take the following forms:

- i. Dedicated space for setting up RE-Rise Incubation & Acceleration Centre
- ii. Creation, organization and management of Programs to promote entrepreneurship
- iii. Dedicated team member from JKLU who will be supporting RE-Rise team in terms of creating a Ecosystem of Startups in Rajasthan (Dr. S.C.Bhaduri & Dr. Pushpendra Singh may be assigned)
- iv. Support in Facilitating field visits and technical exchanges for all Startups Incubated (Facilitation will be done by RE-Rise team)
- v. Flexible Regular Programs for Startups Incubated
- vi. To conduct capacity building, training, research work, skill development activities
- vii. To present and/or arrange presentation of the technological solution to various stakeholders from time to time

- viii. Jointly organize, conduct and manage skill development trainings and all other type of trainings, workshops, seminars, conferences, events, etc. on themes of common interest;
- ix. Formation of 12 member team (1 from each institute) to conduct RE-Rise Regional events to find startups at their level
- x. JKLU in cooperation & support from RE-Rise shall conduct 1 mega event half yearly to identify & incubate startups
- xi. Other forms of cooperation to be determined by the two Parties after discussions and mutual consent.

# IV. Institutional Partner-Requirements & Benefits

RE-Rise, towards taking a leap is exploring for Institutional partner which can take up the RE-Rise Incubation Center in their campus to provide workspace and backend support to startups enrolled under RE-Rise.

#### Infrastructure required

- JKLU shall provide 900 sq. ft of built up space for a period of 5 years for Incubation center
- Full support & structure to be formed by JKLU to help startups incubated (Including back end support such as chairs, tables (workstations), Printer, Wi-Fi access, Startup Display Board, RE-Rise board and all other backend.)
- The space provided will be solely used by and for RE-Rise Incubationpurpose

#### **Documents** required

- Signed copy of the proposal & MoU
- Registration Certificate
- Memorandum of Understanding to be signed with AGIPL
- Names of the Individuals that would be associated with the RE-Rise Incubation Center along with their letter of intent

#### Sectors for establishing incubation centers

- Electricity, New and Renewable Energy and Environmental sustainability
- Transport
- Organic Farming
- Water
- Social Entrepreneurs

#### Benefits to JKLU

- Establishment of RE-Rise Incubation center will boost confidence in students to pursuethe journey of entrepreneurship not only in JKLU but also all across Jaipur as JKLU will be the exclusive center for entrepreneurship in clean energy & electric vehicle with RE-Rise mentors, investors & industry experts to grow & build startups
- RE-Rise events will happen time to time to invite students from all over Rajasthan to participate for 10-minutes to fame session with all media coverage to give boost to the Institutional partner

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- Students will have great exposure as Industry experts will mentor them & will get a platform to become Job creators
- Professors from the institutions can network with the mentors & investors for various exposures in terms of research & development etc.
- Institutional partner will benefit some equity sharing with AGIPL for all the startups incubated in the campus
- Institutional partner can show the contribution of the institute towards promoting startups
- Using the brand "RE-Rise" and logo at all startup events/conferences for next 5 years will be permitted
- No hassles in running and promoting the Incubation center as the complete framework, implementation and promotion to be handled by AGIPL
- Institutional partner may appoint some faculty members to promote the startups to use the Incubation center
- Institutional partner may use the logo & brand name "RE-Rise" on their webpages

#### Disclaimer

Alternative Global India Private Limited reserves all right to discontinue the operations from any institution upon report of explicit behavior and improper usage of the RE-Rise Incubation center. RE-Rise is a registered trademark of Alternative Global India and the company reserves all right on the usage of the name and logo at any given instance. This proposal only intends to provide an overview of the operations. Furthermore, MoU will have more comprehensive background on the operational front and roles and responsibilities

#### V. Operation Terms

- i. JKLUshall not enter into any teaming arrangement with any other third party for any component of specific projects for which they jointly working with AGIPL.
- ii. AGIPL team member will be taking care of the operations at the centre along with all admin related support
- iii. JKLU to appoint one member to who will be taking care of the operations from their end
- iv. JKLU to create workspace with adequate facilities (wi-fi, printer, computers, stationary etc.) Operations & management shall be taken care by AGIPL
- v. JKLU shall agree to utilize the alloted space only for operations related to RE-Rise and not any other affairs
- vi. JKLU and AGIPL shall agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information already available in public domain. The confidentiality provisions of this MOU shall remain in full force and effect during the term of this MOU and 12 months thereafter.

- vii. Any matter, which is not stipulated in the MOU, shall be settled in good faith by discussion among the two parties in the spirit of understanding and cooperation.
- viii. All Notices and other communications shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MOU.
- ix. This MOU contemplates personal performance by the two parties and either party may not assign or transfer this MOU or its right there under, nor will either of the parties delegate its performance under this MOU, in whole or in part, without express written consent of the other party.
- x. The provisions of this MOU are severable and the invalidity or enforceability of any term or provision hereof shall not operate to invalidate or render unenforceable the remaining terms and provisions which are valid and enforceable.
- xi. All rights pertaining to any intellectual property generated/created/ invented in the due course of the project will be the sole property of the party generating/creating/inventing it, unless that intellectual property was generated/created/ invented jointly in which case it will be the joint property of JKLU and AGIPL, as applicable. However in the latter case, terms and conditions regarding transferring/assigning/ selling these rights to the Client shall be governed by a separate written agreement in accordance with the procedures and in consultation with both parties.
- xii. That all the Parties further assure that they have entered into the present Memorandum of Understanding voluntarily without any force or coercion.

# VI. Commercial Arrangements

JKLU shall be entitled for 1-2% of equity per startup incubated in the incubation center which shall be transferred to JKLU from AGIPL end. Incubatee has no role to play in to this and they are not in sync directly with JKLU.

#### VII. Revision

- i. Either Party may request in writing a revision of all or any part of this MOU.
- ii. Any revision agreed to by the two Parties shall be reduced into writing and shall form part of this MOU.
- iii. Such revision shall come into force only after following the same procedure as that of this MOU.
- iv. Any revision shall not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision.

## VIII. Settlement Of Disputes

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled through arbitration in accordance with Arbitration and Conciliation Act of 1996 and the venue shall be in New Delhi. The arbitral tribunal shall consist of a sole arbitrator nominated by JKLU.In case of the non-settlement of the dispute or dissatisfaction with the settlement of dispute procedure, the jurisdiction of the court of law shall be Delhi/New Delhi.

# IX. Entry Into Force, Duration, Termination and Extension

- i. The MOU shall come into force on the date of signing of this MOU ("Effective Date") and shall remain in force for a period ("Term") of two years. It will be automatically extended for consecutive periods of one year, unless terminated by either Party by serving a written notice to the other Party three (3) months prior to the date of expiration.
- ii. The termination of this MOU shall not affect the obligations and commitments in relation to the ongoing projects/activities/programmes, which have been agreed upon prior to the date of the termination of this Memorandum.

IN WITNESS WHEREOF, each party here to has caused this MOU to be executed in duplicate to be effective as of the Effective Date, by its duty-authorized representative.

Done at JKLU Jaipur on 10th Day of February in the year 2017.

In duplicate in English language, the text being authentic and in the event of any divergence of interpretation of the provision of the Memorandum, mutually agreed decision shall prevail.

#### For JK LAKSHMIPAT UNIVERSITY

Vice Chancellor (Authorized Signatory) Seal: **Dr. R.L. Raina** Vice Chancellor JK Lakshmipat University Jaipur - 302026

Witness:

Hu A'3

1) Dr. Anupam Kumar Singh, JKLU

2) Dr. S.C. Bhaduri, JKLU

3) Dr. Pushpendra Singh, JKLU

# For ALTERNATIVE GLOBAL INDIA PRIVATE LIMITED

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Founder (Authorized Signatory) Seal:

Witness:

Sayani Mayunder

1) Ms. Shayoni Mazumder, AGIPL

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# IX. Entry Into Force, Duration, Termination and Extension

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# For JK LAKSHMIPAT UNIVERSITY

Instran Name

Vice Chancellor (Authorized Signatory) Seal: Dr. R.L. Raina Vice Chancellor JK Lakshmipat University Jaipur - 302026

Witness:

Fta Riz

1) Dr. Anupam Kumar Singh, JKLU

2) Dr. S.C. Bhaduri, JKLU

3) Dr. Pushpendra Singh, JKLU

#### For ALTERNATIVE GLOBAL INDIA PRIVATE LIMITED

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Founder (Authorized Signator: NE GLOBAL INDIA Seal: ALTERNATIVE GLOBAL INDIA PVT. LTD.

DIRECTOR

Witness:

Sayani Mayunder

1) Ms. Shayoni Mazumder, AGIPL



**MEMORANDUM OF AGREEMENT** 

Between

**CONFEDERATION OF INDIAN INDUSTRY** 

And

# JK LAKSHMIPAT UNIVERSITY, JAIPUR

 This Memorandum of Agreement is drawn up and agreed upon between Confederation of Indian Industry, a society registered under the Societies Registration Act, 1860, (hereinafter referred to as CII) having registered office located at 23-26, Institutional Area, Lodi Road, New Delhi-110003 and JK Lakshmipat University, located at Jaipur, Rajasthan (hereinafter referred to as JKLU)

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# 2. ABOUT CONFEDERATION OF INDIAN INDUSTRY

The **Confederation of Indian Industry (CII)** works to create and sustain an environment conducive to the development of India, partnering industry, Government, and civil society, through advisory and consultative processes.

CII is a non-government, not-for-profit, industry-led and industry-managed organization, playing a proactive role in India's development process. Founded in 1895, India's premier business association has over 7200 members, from the private as well as public sectors, including SMEs and MNCs, and an indirect membership of over 100,000 enterprises from around 242 national and regional sectoral industry bodies.

CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities for industry through a range of specialized services and strategic global linkages. It also provides a platform for consensusbuilding and networking on key issues.

Extending its agenda beyond business, CII assists industry to identify and execute corporate citizenship programmes. Partnerships with civil society organizations carry forward corporate initiatives for integrated and inclusive development across diverse domains including affirmative action, healthcare, education, livelihood, diversity management, skill development, empowerment of women, and water, to name a few.

The CII theme of 'Accelerating Growth, Creating Employment' for 2014-15 aims to strengthen a growth process that meets the aspirations of today's India. During the year, CII will specially focus on economic growth, education, skill development, manufacturing, investments, ease of doing business, export competitiveness, legal and regulatory architecture, labour law reforms and entrepreneurship as growth enablers.

With 64 offices, including 9 Centres of Excellence, in India, and 7 overseas offices in Australia, China, Egypt, France, Singapore, UK, and USA, as well as institutional partnerships with 312 counterpart organizations in 106 countries, CII serves as a reference point for Indian industry and the international business community.

## 3. ABOUT CII INSTITUTE OF LOGISTICS

To address the need of sharpening India Inc's competitive edge through better Logistics and Supply Chain practices, **CII Institute of Logistics (CII-IL)** was established in 2004 by the Confederation of Indian Industry as a Center of Excellence in Logistics and Supply Chain located at Unit E, 10<sup>th</sup> Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai 600 113.

#### Page 3 of 11

**CII-IL** creates a platform for the Industry to gain more insights into the emerging trends, industry specific problems of national importance and global best practices in logistics & supply chain management. **CII-IL** also enables the industry to cut down the transaction cost, increase efficiency, enhance profitability, sensitize and enable to bring solutions to macro level issues.

# 4. ABOUT JK LAKSHMIPAT UNIVERSITY JAIPUR

Inspired by the vision of Lala Lakshmipat Singhania, the key architect of J K Organisation, JK Lakshmipat University (JKLU) was set up, in 2011, with his belief that "education is not only reading and writing, and knowing a number of subjects - education is education for life". JKLU, a multidisciplined institution of higher learning and research, is fast emerging as one of the best universities in Jaipur to provide a perfect platform for students and scholars to pursue value based education and research in the disciplines of Management, Engineering, and Applied Science.

JKLU's Institute of Management offers following flagship programmes:

- MBA(Dual Specialization) in Finance | Marketing |Human Resource | Information Technology
   |Operations Management | International Business | Retail Management (2 Yrs.)
- BBA + MBA (5 Yrs.) Degree program
- B. Com (Hons) + MBA (5 years) –Degree program

Institute of Engineering & Technology of JKLU offers following programmes:

 <u>B. Tech (4 Yrs.) - Chemical Engineering |Civil Engineering</u>| Computer Science Engineering | Electronics & Communication Engineering | Electrical Engineering | Mechanical Engineering

With its thrust on turning 'information' into workable 'ideas' and 'knowledge' into 'wisdom', JK Lakshmipat University, as a top university in Jaipur, attracts bright young minds to nurture and groom them as future ready professionals by equipping them with essential skill sets and competencies as are needed from them to deliver what is expected of them.

JKLU's sprawling 30-acre Wi-Fi campus set in picturesque surroundings provides a refreshing environment for stimulating intellectual alertness and creativity. JKLU boasts of an excellent mix of experienced, young and dynamic faculty, mostly from IIMs, IITs and other similar institutes of national and international repute.



#### Page 4 of 11

Strategic Alliances with reputed but select universities overseas have been put in place and are on meaningful expansion to give boost to its global academic collaboration agenda.

#### 5. <u>IN CAMPUS CENTER OF EXCELLENCE</u>

Having identified the need for Logistics and Supply Chain excellence for the industry to become sustainable and competitive at the global level, and with an objective of facilitating the students for better learning through value added academic delivery, CII-IL proposed to organize select courses through this MOA in JKLU campus.

JKLU has expressed their interest in associating with CII-IL through In campus Centre of Excellence to offer Specialized MBA program with Logistics and Supply chain specialization for their MBA students, with contents developed and provided by CII-IL and delivered by JKLU faculty. CII-IL decided to organize select courses in JKLU campus under the terms and conditions detailed hereunder in this MOA.

# 6. GREAT OPPORTUNITY

Alliance between CII-IL and JKLU is a great opportunity for evolving a distinct model of tie-up, leveraging CII's strength of industry based knowledge in Logistics and Supply Chain and JKLU's strength of reputed regional presence with quality faculty and infrastructure.

#### 7. BENEFITS TO THE PARTICIPANTS

- Time-sensitive & critical topics in L&SCM
- Periodic e-updates with Logistics and Supply chain news and employment opportunities in Logistics and Supply chain domain
- Access to periodical webinar by industry expert from CII network
- Access to select knowledge sessions delivered by CII subject matter experts

#### 8. **BENEFITS TO THE UNIVERSITY**

- Recognition in CII Institute of Logistics website for 2 years (till MoA validity)
- Usage of CII Institute of Logistics IC-COE (In campus Centre of Excellence) Associate sign board
- Preference for participation in CII Institute of Logistics events
- Ability to demonstrate active industry participation for better ratings

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# 9. KEY DELIVERABLES BY CII-IL

- Digital version of CII-IL Center of Excellence signboard
- Certificate of authorization duly signed by the competent authority
- Finalized syllabus and curriculum for adoption by JKLU
- Industry guest lecture- 2 per semester
- One Industrial visit per semester
- Question paper submission for subjects offered by CIL

# 10. KEY DELIVERABLES BY JKLU

- Organize curriculum review by competent board of studies/academic advisory council members periodically and suggest amendments of syllabus and curriculum for finalization by CII-IL
- Academic delivery with JKLU's resources
- Conduct term end examination

# 11. PROGRAM LAYOUT FOR THE MODELS:

# **<u>11.1 CERTIFICATE PROGRAM</u>**

# MODEL

Certificate & Diploma programs can be offered for Engineering, Management and Arts & Science students as a value added course along with their degree program. Below are the models for these programs.

Type of Service	Units			
Virtual recorded sessions	4 subjects per certificate program			
Physical contact- Top up sessions (contact	2 days (1/2 day per subject as top up for the			
program by CII faculty)	subjects at college premises)			
(Rs. 15,000/- per student (inclusive of online exam fee) (plus tax)payable to CII-IL)				

\*web link for the on-line sessions will be provided for guidance by CII-IL.

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	Certificate program				
Cours	Certificate in logistics	Certificate in Supply Chain	Certificate in Third party		
es	management (CLM)	management(CSCM)	logistics (CTPL)		
offere	1. Logistics strategy	1. Supply chain concepts	1. Warehouse &		
d	& planning	& planning	distribution		
	2. Warehouse &	2. Materials & inventory	facilities mgmt		
	distribution	mgmt	2. Freight transport		
	facilities mgmt	3. Purchasing & strategic	management		
	3. Freight transport	sourcing	3. International		
	mgmt	4. Marketing channel	logistics		
	4. International	design & distribution	4. Contract &		
	logistics	planning	reverse logistics		

# **11.2 SPECIALIZED MBA PROGRAM**

# MODEL

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A specialized MBA program in Logistics and Supply chain will be jointly offered by CII-IL and the University for the MBA students. 8 specialized subjects from logistics and supply chain will be offered in 2 semesters.

Type of Service	Units	
Session delivery by your faculty for 4 subjects	No. of hours as per University norms and	
per semester in Logistics and Supply chain	credits allotted for the subject	
domain		
Top up sessions by CII-IL faculty (direct	1 day per subject	
contact sessions at your premises)		
(Rs. 40,000/- per student (plus tax) payable to CII-IL)		

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Specialized MBA program		
Semester Name of the subject		
In any single semester	1. Logistics strategy and planning	
	2. International logistics & Global SCM	
	3. Freight transport management	
	4. Purchasing and strategic sourcing	
In the next semester	1. Supply chain concepts and planning	
	2. Warehouse and distribution facilities management	
	3. Materials and inventory management	
	4. Supply chain information systems	

# **11.3 INSTITUTE TO INDUSTRY (121)**

# **MODEL**

For the nominated participants from the college / university, CII-IL will provide following services as part of I2I program:

- (a) Facilitation for internship in select companies\*
- (b) Provision of access to online sessions from industry speakers
- (c) Opportunity to participate in one CII conference
- (d) Mentoring and Review of participants performance
- (e) Extend employment assistance\*\*
- (f) Award of participation certificate from CII-IL
- \*\* -Subject to terms and conditions of participating employers in I2I program.

#### Service Fees

- Rs.20000/- (+ tax) per student- 50% fee discount eligible for CoE client and hence Rs. 10,000/- (+tax) for JKLU
- Total fees to be paid along with application form

#### **Terms and Conditions**

- CII-IL does not provide any financial assistance during I2I program for the participants such as travel, commutation, accommodation, food, etc
- CII-IL does not provide any guarantee for stipend to participants during I2I program.

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# Page 8 of 11

- CII-IL reserves the right to select participants for I2I program
- CII-IL reserves the right to cancel registration any time during the I2I program, if the participant behavior is found unsatisfactory or furnished information in application form is found incorrect during the program
- Internship duration is subject to terms and conditions decided by the employer.

# **Program Fee payable to CII-IL**

For Certificate program in Logistics/Supply Chain management – Rs. 15,000/-(inclusive of online exam fees) (+ tax) per student

For MBA (Logistics and Supply Chain Management) - Rs. 40,000/- + Tax per student

I2I – Rs. 10,000/- (+tax) per student

An associate fee of INR 2,00,000/- (Plus service tax) is payable to CII-IL while signing MoU which will be adjusted towards the admissions.

A non refundable processing fee of Rs. 20,000/- has to be remitted along with the submission of CoE application form by the University.

# 12. ROLES AND RESPONSIBILITIES

Roles	Responsibilities of CII-IL	Responsibilities of JKLU	Responsibiliti es of both
Providing Knowledge support, contents	V		
and study materials			
Program promotion, Admission		$\checkmark$	
Process, fee collection and share			
disbursement			
Faculty orientation (virtual session)	V		
Academic Delivery & providing		V	
infrastructure for virtual class delivery			
Virtual Classes			
Fixing Industrial visits			
Question paper submission	V		
Conducting Examinations &		V	
Evaluation & Certificate distribution			
Certification			



# Page 9 of 11

# 13. FINAL CERTIFICATES

Final certification shall be done by JKLU with mentioning of CII-IL as Knowledge Partner with CII logo in consultation with CII-IL.

#### 14. TERMS AND CONDITIONS

- Minimum number of students per program cohort is thirty.
- CII or CII–IL name and logo cannot be used without prior written consent from CII-IL. A written request stating specific context and purpose should be submitted by JKLU authorized representative to CII-IL for approval.
- CII-IL will depute an expert for the Board of Studies /Academic Council in JKLU for this program.
- JKLU shall nominate one full time faculty member to coordinate with CII-IL as a single point of contact.
- JKLU shall recruit or assign competent faculty members to deliver courses related to Logistics and Supply chain management studies
- JKLU to arrange and meet expenditure of CII-IL representative accommodation and boarding charges to handle sessions, attend Board of studies meeting, and any other visit to JKLU as part of agreed deliverables within the scope of this agreement. Travel charges to be met by JKLU except for handling sessions.
- JKLU shall explicitly mention CII-IL as knowledge partner in all communications related to the academic event (seminar, conference, and publication) supported by CII-IL.
- CII-IL will not be involved in University examinations assessment.
- Scope of this MOA can be extended for any department of JKLU, Jaipur on relevant programs in future.

#### 15. PROFESSIONAL CHARGES

JKLU shall collect the fees and remit CII-IL's share within 15 days of commencement of the semester.

# 16. COST NEUTRALIZATION CHARGES

In order to take care of escalation of operating costs, the professional charges mentioned in the MoU shall be increased by 10% once in 2 years.

# 17. VALID DURATION

This MOA shall be valid for two years effective from the date of signing by authorized representatives of both parties.

#### 18. <u>RENEWAL</u>

The MOA shall be renewed after two years from the date of signing by authorized representatives of both parties, under mutually agreed revised terms and conditions through a renewal application.

#### 19. AMENDMENTS

Any of the clauses / articles contained here in this MOA shall be amended with mutual written and specific consent of both the parties.

#### 20. TERMINATION

This MOA shall be terminated by either party by giving six months notice to the other so as to have effect of concluding this agreement by the end of the subsequent semester, enabling the current students to complete the subsequent semester.

The amendment, termination and expiration of this MOA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

# 21. JURISDICTION

Any difference or disagreement or misunderstanding between the parties arising during the operation of this agreement shall be attempted to be settled by mutual discussions and clarifications. The Courts in Delhi and Coimbatore shall have jurisdiction.

#### 22. <u>CONTACT PERSONS</u>

Concerned program Coordinator, Director JKLU and the Head of Education of CII Institute of Logistics shall be the contact persons who will be coordinating the implementation of this MOA during its validity.

# 23. AGREEMENT SUBJECT TO LEGAL REGULATIONS.

This MOA shall have effect subject to compliance with all legal statutes and Regulations and Rules applicable to the activities envisaged under this MOA.

#### 24. INDEMNITY

Both parties agree that they shall indemnify and keep indemnified the other for any default, negligence in their mutual obligations to the other or for any non-compliance with any statutory requirement whereby loss or damage is caused to the other.

## 25. ARBITRATION

In the event of any difference or dispute arising out of this agreement between the parties which cannot be resolved through mutual negotiations, the same shall be referred for arbitration to a mutually agreed Sole Arbitrator whose decision thereon shall be final and binding on the parties. The provisions of Arbitration and Conciliation Act, 1996, shall be applicable.

This MOA is prepared in two identical copies with each party holds one original copy duly signed by the authorized representatives.

Signed at CII-IL SCALE Awards, Le Meridian, New Delhi, on this 16<sup>th</sup> day of December, 2016, for and on behalf of:

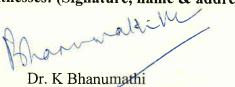
**Confederation of Indian Industry** 

and

JK Lakshmipat University

K.v. Matidhar Mr. K V Mahidhar Executive Director & Head, Institute of Logistics, Chennai Confederation of Indian Industry

Witnesses: (Signature, name & address)



Director CII- Institute of Logistics Chennai



IAIPUF

ren Name

Dr. R.L. Raina Vice Chancellor JK Lakshmipat University Jaipur, Rajasthan

Dr Manoj Bhatia Associate Dean Institute of Management Jk Lakshmipat University, Rajasthan





# Memorandum of Understanding

This memorandum of understanding is made and entered into on the <u>06 September, 2016</u> between Young Indians (hereinafter referred as Yi) and <u>JK Lakshmipat University, Jaipur</u> (hereinafter referred to as JKLU).

#### Whereas

<u>JK Lakshmipat University</u>, <u>Jaipur</u> is an educational institution founded by the <u>Lakshmipat Singhania</u> <u>Foundation for Higher Learning</u> focuses primarily on <u>Higher Education and Research</u> affiliated to JK Lakshmipat University.

#### And Whereas

Young Indians (Yi) is an integral part of the Confederation of Indian Industry (CII) formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 2000 direct members in 37 city chapters, and indirect membership of 10500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story.

#### And Whereas

The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

It is hereby mutually agreed to by both parties as follows

In tune with the Yuva vision to influence inspire and motivate millions of students across the country, Yi will work with **JK Lakshmipat University, Jaipur** by forming a Yi Yuva.

Through the Yi Yuva, Yi intends to provide an opportunity to start thinking and work for India, Sowing the seeds of thinking about India and its growth at schools and colleges, an invaluable motivation for young minds to see how other young achievers are making a difference, bridging potential with achievement, a unique networking opportunity with peers across the country, developing leaders for tomorrow, an experience on leadership and team building and an opportunity to volunteer / participate in Yi events at the chapter and national level.

The role of the institution would be to enroll a minimum of 50 students at the beginning of the year and increase the same substantially to 100 through the years that follow; that their contact details will be given on the day of their sign-up'; that it undertakes to follow the charter (attached), that it will depute a teacher coordinator for the Yi Yuva whose role has been defined in the charter, that the students will be given the motivation and opportunities to engage in activities and initiatives that they conceptualize, that these students are to make reports regularly on their activities to the Yi Executive Member regularly (also

Head Office: 249-F, Sector 18. Udyog Vihar, Phase IV, Gurgaon – 122015 Tel: +91 124 4014060 – 67 | Fax: +91 124 4014080 | Web: www.youngindians.net | E-mail: yinational@cii.in

Yi Jaipur Chapter Office : 3. Shivaji Nagar, Civil Lines, Jaipur – 302006 Tel: +91 141 2221441 – 43 | Fax: +91 141 2221411 | Web: www.youngindians.net | E-mail: yijaipur@cii.in mentioned in the annexure) and that the students will be allowed to participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)

The role of Yi will be to nominate a member from within its membership (called as Yuva Mentor) who will be a mentor to the Yuva .

#### **Termination:**

Yi may terminate this MoU forthwith in the event of any breach of the terms mentioned in this MoU or in the attachments. This termination will be on mutual basis by either party giving the other a prior written notice of one month in writing.

#### Miscellaneous:

Both parties hereby agree that the terms and conditions for the above individual activities shall be mutually agreed and reviewed and updated from time to time.

This Agreement will be in force for an initial period of one year and may be extended for further periods before the expiry of this Agreement.

This agreement shall become effective from today, the <u>06 September, 2016</u> upon signing of this agreement.

Mr Shreyans Kasliwal Yi Yuva Chair

Mr Prateek Agarwal Yuva Mentor

Dr R L Raina Vice Chancellor

Mr Sankalp Temani Yi (Executive Member)

Ench: Invoice for Rs. 500 per student per year

Please Note: As per our charter every college student has to deposit Rs 500/- annual fees and school student has to deposit Rs 250/- annual fees per student and against this they will be getting the Yi merchandise of equal amount.

# MEMORANDUM OF UNDERSTANDING





# ON 17<sup>th</sup> JANUARY, 2017

**Participating Parties** 

- 1. JK Lakshmitpat University, Jaipur, India
- 2. Corporate Gurukul Pte. Ltd., Singapore

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This Memorandum of Understanding (the memorandum) is signed on 17<sup>th</sup> January, 2017.

#### Between

JK Lakshmipat University Near Mahindra SEZ, P.O. 302 026, Ajmer Rd, Mahapura, Rajasthan 302026, represented by Dr. Roshan Lal Raina, Vice Chancellor, JK Lakshmipat University, Jaipur hereinafter referred to as JKLU, Jaipur.

# And

Corporate Gurukul Pte. Ltd., a company registered in Singapore and having its registered address at 8 Eu Tong Sen Street, #14-94 The Central, Singapore - 059818, represented by Rajesh Panda, Founder and Managing Director, hereinafter referred to as CG.

Individually referred to as a Party or collectively as the Parties. The term of MoU will be for a period of 3 years from the date of signing.

## **Purpose:**

The purpose of this memorandum is to conduct:

- 1. Global Immersion Programme (GIP)
- 2. Global Academic Internship Programme (GAIP)

in association with Nanyang Technological University, Singapore (NTU) and National University of Singapore (NUS).

# **Obligations of the Partner:**

The parties acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsible leadership of the internship and to demonstrate financial, administrative and managerial commitment to the internship by means of the following services.

# The Parties agree as follows:

# 1 Key Terms

# 1.1 Services

- CG shall provide the following services ("Services") to JKLU, Jaipur in 1.1.1 accordance with the terms and conditions of this MOU:
  - Training and Certification (as applicable) programme at 1.1.1.1 Singapore with NTU and NUS
  - Training at Singapore by industry experts in relevant domain 1.1.1.2
  - Execution of all responsibilities covered under clause 1.2.5 1.1.1.3 ("Responsibilities of CG")

#### Scope of Work

#### 1.1.2 **Target Audience**

The entire scope of work is designed to conduct Global Immersion Programme (GIP) and/or Global Academic Internship Programme for (GAIP) the students of JKLU, Jaipur. Lojesh Yande.

# 1.1.3 Curriculum Design and Development

- 1.1.3.1 Academic Intervention
- 1.1.3.2 Project work/Case studies
- 1.1.3.3 Industry Visits
- 1.1.3.4 Industry Interaction
- 1.1.3.5 Field Visits

# 1.1.4 **Programme Delivery**

- 1.1.4.1 The programmes are to be planned and delivered as per customer requirements as per the agreed schedule on a case to case basis without impacting client expectations and satisfaction
- 1.1.4.2 Post programme feedback shall be collected in a pre-defined format (agreed by both parties) and based on feedback from customer, assessment would be made on modification and changes to programme content, trainer, overall organization etc. by the operational committee which includes
  - a. Vice Chancellor, JKLU, Jaipur
  - b. Managing Director, CG, Singapore

The pre – roll out activities and timelines are joint responsibility of JKLU, Jaipur and CG. The broad areas are as listed below:

ACTIVITIES	RESPONSIBILITY		
Date of Roll-Outs	Joint		
100% Payment to Corporate Gurukul	Joint		
Registration	CG		
Participant Presentation	Joint		
Poster/Mailers/SMS To Students for Presentation	Collaterals provided by CG and approved by JKLU, Jaipur Internal enablement in institute by JKLU, Jaipur		
Promotional Activities	CG - content JKLU, Jaipur - enablement		
Getting Marketing Collaterals Ready/ Programme Website Content and Registration Process On JKLU, Jaipur Website	Joint		
Memorandum of Understanding (MOU) Sign-Off	Joint		

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# 1.1.5 **Responsibilities of CG**

- 1.1.5.1 Curriculum design, training and certification (as applicable) by world class faculty in Singapore and a faculty from JKLU, Jaipur
- 1.1.5.2 Visit to industries in Singapore
- 1.1.5.3 Accommodation
- 1.1.5.4 Arrangement for Breakfast, Lunch and Dinner
- 1.1.5.5 Return air tickets, Airport-transfers, Visa, travel insurance and local transport in Singapore (local transport in India not covered)

# 1.1.6 Responsibilities of JKLU, Jaipur

- 1.1.6.1 Identify and nominate participants for the GIP/GAIP
- 1.1.6.2 Process internal approvals and nominations for the Programmes
- 1.1.6.3 Fee collection from participants and transfer to Corporate Gurukul
- 1.1.6.4 Arrange Local transport for participants (Jaipur-Delhi-Jaipur)

# 1.1.7 Site

CG shall provide the Services at Singapore at the Nanyang Technological University (NTU) and National University of Singapore (NUS)

# 1.1.8 **Price**

- 1.1.8.1 The 'Programme Fee' will be fee per participant as stated in proposal
- 1.1.8.2 There will be a 5% increase in 'Programme Fee' every subsequent year
- 1.1.8.3 The 'Programme Fee' is exclusive of service tax and any other applicable taxes

# 2 General Terms

# 2.1 Intellectual Property Rights

- 2.1.1 For the purposes of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by CG to provide the Services and the products, systems, programmes or processes, in whatever form, produced by CG pursuant to this MOU
- 2.1.2 CG agrees to grant to JKLU, Jaipur a non-exclusive, irrevocable, royalty free license to use copy and modify any elements of the Material specifically and only created for JKLU, Jaipur as part of the Services
- 2.1.3 The Material content has to be clearly defined in the scope of work
- 2.1.4 In respect of the Material specifically created for JKLU, Jaipur as part of the Services, CG assigns the full title guarantee to JKLU, Jaipur and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished
- 2.1.5 If any third party intellectual property rights are used in the Material CG shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for CG, and JKLU, Jaipur

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# 2.2Warranty

- 2.2.1 CG represents and warrants that:
  - 2.2.1.1 It will perform the Services with reasonable care and skill; and
  - 2.2.1.2The Services and the Materials provided by CG to JKLU, Jaipur under this MOU will not infringe or violate any intellectual property rights or other right of any third party

## 2.3Limitation of liability

- 2.3.1 To the extent it is lawful to exclude the following heads of loss and subject to CG's obligation to pay the said remittance, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- 2.3.2 Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence

# 2.4Terms for Termination

- 2.4.1 This MOU shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.3.2, until the Completion Date
- 2.4.2 Either Party may terminate this MOU upon notice in writing if:
  - 2.4.2.1 The other is in breach of any Material obligation contained in this MOU, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
  - 2.4.2.2 A voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party
  - 2.4.2.3 Any termination of this MOU (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination

## 2.5 Relationship of the Parties

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2.5.1 The Parties acknowledge and agree that the Services performed by CG, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this MOU shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties

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# 2.6Confidentiality

2.6.1 Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this MOU and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient

# 2.7 Miscellaneous

- 2.7.1 The failure of either party to enforce its rights under this MOU at any time for any period shall not be construed as a waiver of such rights
- 2.7.2 If any part, term or provision of this MOU is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this MOU shall be affected
- 2.7.3 Neither Party shall assign or transfer all or any part of its rights under this MOU without the consent of the other Party
- 2.7.4 This MOU may not be amended for any other reason without the prior written MOU of both Parties
- 2.7.5 This MOU constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this MOU was made fraudulently and, saves as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto
- 2.7.6 Neither Party shall be liable for failure to perform or delay in performing any obligation under this MOU if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this MOU by notice in writing to the other

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# 3 Amendments to existing clauses

The above clauses can be amended by the mutual consent in writing by both Parties.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives.

Signed for and on behalf of JKLU, Jaipur

Dr. Roshan Lal Raina

Vice Chancellor JK Lakshmipat University Jaipur, India

<u>WITNESS</u>

17/01/17

Prof. Dr.-Ing. Anupam K Singh

Director JK Lakshmipat University Jaipur, India

Dr. Manoj Kumar Bhatia

Associate Dean JK Lakshmipat University Jaipur, India Signed for and on behalf of Corporate Gurukul Pte. Ltd., Singapore.

anda

Mr. Rajesh Panda

Founder and Managing Director Corporate Gurukul Pte. Ltd. Singapore

Mr. Jayesh Rathore

Vice President Corporate Gurukul Learning Pvt. Ltd. India

#### MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter this "MOU") is made on this 23 day of November, 2016 by and between:

- EduEdgePro Private Limited a company registered and existing under the laws of India with its address at 602, Turning Point, Chitrakaar Dhurandar Marg, Khar (West), Mumbai, Maharashtra 400052, India, hereinafter referred to as "EduEdgePro", which expression shall, unless repugnant to or inconsistent with the context, mean and include any successors or permitted assigns of the FIRST PART; and
- 2. J K Lakshmipat University, a company registered and existing under the laws of India with its address at Near Mahindra SEZ, P.O. Mahapura, Ajmer Road, Jaipur - 302 026, (Rajasthan) India (hereinafter referred to as "JKLU", which expression shall, unless repugnant to or inconsistent with the context, mean and include any successors or permitted assigns) of the SECOND PART.

EduEdgepro and JKLU are hereinafter collectively referred to as the "Parties" and individually to as a "Party".

#### WHEREAS:

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EduEdgePro and JKLU would like to collaborate in relation to the below programs and qualifications on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual understanding set forth herein, it is hereby agreed between the Parties that:

#### 1. Nature of Collaboration

EduEdgePro and JLKU would enter into a collaboration for the conduct of educational programs and qualifications to be conducted via the establishment of the "Center of Excellence in Finance". The rights and obligations of each Party under each structure/set-up are set forth herein.

#### Establishment of "Centre of Excellence in Finance" (COE) at JKLU

(i) <u>Arrangement</u>

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- (a) The parties agree that EduEdgePro shall provide the professioal expertise in setting up the COE and from time-to-time conduct professional qualification programs with JKLU providing marketing access, co-branding and training infrastructure.
- (b) All Intellectual Property Rights in relation to the Qualification Programs, including those exisiting at the time of this agreement and further developed thereafter would continue to vest in favour of EduEdgePro.
- (c) The training infrastructure including computers and the relevant softwares for the Programs would be provided for and arranged by JKLU.

#### EduEdge's Qualification Programs (hereinafter "Programs") to be conducted at JKLU

## (i) <u>Arrangement</u>

- (a) The parties agree that EduEdgePro shall run professional qualification programs with JLKU providing marketing access and training infrastructure.
- (b) The Qualification in relation to the Programs shall be jointly awarded by EduEdgePro and Moody's Analytics.
- (c) All Intellectual Property Rights in relation to the qualification Programs, including those exisiting at the time of this agreement and further developed thereafter would continue to vest in favour of EduEdgePro.
- (d) The training infrastructure for the Programs would be provided for and arranged by JKLU.

#### (ii) Program Coverage

- (a) The Programs shall consist of professional qualification programs which shall be jointly awarded by EduEdgePro and Moody's Analytics. The Programs shall pertain to broad subject areas of Finance, Modeling, Research and Business Analytics.
- (b) In the subsequent phases of the collaboration and subject to further agreement, the Parties agree to explore the possibility of offering Programs in other areas of specialization.

#### Management Development Programs to be conducted at JKLU

(i) Arrangement

- (d) The parties agree that EduEdgePro shall run professional qualification programs with JKLU providing marketing access, co-branding and training infrastructure.
- (e) All Intellectual Property Rights in relation to the qualification Programs, including those exisiting at the time of this agreement and further developed thereafter would continue to vest in favour of EduEdgePro.
- (f) The training infrastructure for the Programs would be provided for and arranged by JKLU.
- (g) The Qualification in relation to the Programs shall be jointly awarded by EduEdgePro and JLKU.

#### (ii) <u>Revenue</u>-Sharing

- (a) The Parties hereby agree that the all revenues under the Management Development Program set-up shall be shared in a proportion of 75:25 by EduEdgePro and JKLU respectively.
- (b) The Parties agree to undertake a differential pricing mechanism for corporate and college Programs from time-to-time.

#### (iii) <u>Program Coverage</u>

- (a) The Programs shall consist of professional qualification programs which shall be jointly awarded by EduEdgePro and JKLU. The Programs shall pertain to broad subject areas of Finance, Modeling, Research and Business Analytics.
- (b) In the subsequent phases of the collaboration and subject to further agreement, the Parties agree to explore the possibility of offerring Programs in other areas of specialization.

#### 2. Confidentiality

Parties agree that except as required by applicable law, either Party shall keep all parts of the information received by it under any structure/set-up in relation to this MOU, strictly confidential and shall not disclose, sell, trade, publish or otherwise dispose of such information, whether in whole or in part, including by means of photocopy or any other reproduction, whether electronic or otherwise, to or discuss the same with, any third party, other than its duly authorised employees, officers or directors, as applicable.

#### 3. Assignment

This MOU and rights and obligations hereunder may not be partially or wholly assigned by any Party (and no Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this MOU) other than by mutual agreement between the Parties to be evidenced in writing.

#### 4. Amendment

No oral or written modification, amendment, rescission, waiver or other change of this MOU or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of both the Parties, including without limitation, any purported modification, amendment, rescission, waiver or other change of this itself. No amendments, supplements or modifications to this MOU shall be made except by written agreement between the Parties.

#### 5. Governing Law

This MOU shall be governed and construed in accordance with Indian law.

#### 6. Language

The language of this MOU shall be English and all documents, notices, waivers and all other written communication or otherwise between the Parties in connection with this MOU shall be in English.

# 7. Representation and Warranty'

Each Party represents and warrants to the other than it has the full legal right and authority enter in to this MOU and the execution hereof does not violate its constitutional documents, the order of any governmental authority, applicable law or any other agreement or arrangement by which it may be contractually or legally bound.

#### 8. Effective Date

The rights and obligations under this MOU shall come into effect on 23 November, 2016.

IN WITNESS WHEREOF the Parties have executed this MOU through their authorized representatives on the date first above written:

For and on behalf of EduEugeComp 12 2/12/16 Mr. Harieet Singh, Director

(Authorised Signatory)

For and on behalf of JLKU

かれ Dr. Manoj Kumar Bhatia 23/11/16

Assocaite Dean, IM

(Authorised Signatory)

Institute of Management JK Lakshmin t University JAIPUR (Rajasthan)

# Memorandum of Understanding

52

For

IRNSS Navigation Receiver Field Trial and Data Collection

# Between

Space Applications Centre Indian Space Research Organization Department of Space, Government of India Ahmedabad - 380015

# And

JK Lakshmipat University Institute of Engineering & Technology Jaipur-302026 (Rajasthan) This MOU is entered into on 15 day of September, 2016.

# BETWEEN

Space Applications Centre, Jodhpur Tekra, Ambawadi Vistar P.O., Ahmedabad, 380015, a centre of Indian Space Research Organization, Department of Space, Government Of India (hereinafter called "SAC" which expression shall where the context so admits include its successors and permitted assignees) of the one part,

# AND

JK Lakshmipat University, Institute of Engineering and Technology, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302026, a centre of higher education (hereinafter called "JKLU" which expression shall where the context so admits include its successors and permitted assignees) of the other part,

# 1.0 Preamble:

Whereas, Space Applications Centre (hereinafter referred to as "SAC" which expression shall where the context so admits include its successors and permitted assignees) of the one part and "JK Lakshmipat University" (hereinafter referred to as "JKLU" which expression shall where the context so admits include its successors and permitted assignees) of the other part, both are parties to this MoU;

Whereas, SAC is involved in design and development of space-borne instruments for ISRO missions and development and operationalization of applications of space technology for national development. The applications cover communication, broadcasting, navigation, disaster monitoring,

Page 2 of 11

meteorology, oceanography, environment monitoring and natural resources survey. SAC designs and develops all the transponders for the INSAT and GSAT series of communication satellites and the optical and microwave sensors for IRS series of remote sensing satellites, Navigation payloads for IRNSS and GAGAN programme. Further, SAC develops the ground transmit/receive systems (earth stations/ ground terminals) and data/image processing systems;

Whereas, JKLU has been established as a private University under the Rajasthan Private Universities Act at Jaipur and covered under Section 2(f) of the UGC Act 1956, with the explicit purpose of providing quality, globally relevant and future ready education, research, training and consultancy. JKLU is also member of Association of Indian Universities (AIU).

JKLU carryout the research activities in the areas of structural Engineering, Geotechnical Engineering, Transportation Engineering, Real Time Systems, Embedded Systems, Ubiquitous Computing, Mobile Computing, Database and Information Systems. Computer Networks, Software Engineering, Power Electronics. Electrical Power System, Electrical control and Computing, Communication and signal processing, Micro-electronics and VLSI, Electronics and Embedded Systems, Thermal and Fluid Engineering, Design Engineering, Production and Manufacturing, and Energy Systems Engineering, Catalytical and Reaction Engineering, Chemical Process Design and Development. Environmental Process Design and Modelling and Optimization.

**2.0 Effective Date and Duration of MoU:** This MoU is effective from the date of its signing and is valid for a duration 2 (Two) years from the date of signing. It may be extended further in writing based on mutual consent.

#### Page 3 of 11

# 3.0 Scope of MoU:

Scope of the MoU involves Site identification, site preparation, and Installation of the IRNSS receiver. IRNSS Navigation Data collection and analysis to be carried out on regular basis for verification and for other mutually agreed topics of research for both parties. Depending upon the requirement certain scientific experiments can be planned and executed within overall MoU umbrella. With mutual consent, both the Parties can extend the period of data collection and observation locations (sites).

# 4.0 Methodology:

- 4.1 Suitable Site Selection
- 4.2 Installation and commissioning of IRNSS Receiver
- 4.3 Continuous IRNSS and GPS data logging, analysis of the data
- **4.4** Transmission of IRNSS and GPS data to SAC as and when demanded by SAC

Data transmission mechanism can be mutually worked out.

- 5.0 Deliverables:
- 5.1 SAC deliverables { i, ii & iii through ACCORD Software & Systems Pvt. Ltd }
  - i. IRNSS receiver and data processing systems as detailed in Annexure-1. (Delivery @ site)
  - Number of receiver units allocated as per SAC receiver Allocation committee's recommendation in view of your response to EOI for IRNSS Receiver deployment
  - iii. User and operations manual (Delivery @ site)
  - iv. Format for Quarterly (Every Three months) status report

5.2 JKLU deliverables

- i. All necessary logistics so that IRNSS Receiver shall be established to collect positional data in raw and RINEX format received from IRNSS, GPS constellation with 1 sec update rate
- Send a Quarterly status Report on usage/performance of receiver to SAC in a prescribed format.
- iii. Send the Receiver data to SAC as and when asked for

# 6.0 Guidelines on Receiver / Data Usage:

The data is to be used strictly for internal research purpose only. The Receiver is for experimentation and field trial only and should not be used for any operational purpose. IRNSS constellation is evolving and has not been declared operational for Position Navigation and Time. So the results/performance of IRNSS should be viewed in that context.

# 7.0 Responsibility of Each Party:

SAC and JKLU shall jointly work towards IRNSS system verification using data collected from IRNSS receivers. In addition, following are the specific responsibilities.

# 7.1 JKLU:

- 7.1.1 All the logistics support, site identification, site preparation, required for setting up of IRNSS Receiver will be provided by JKLU.
- 7.1.2 Installation of the IRNSS Receiver at the site will be carried out by ACCORD SYSTEMS
- 7.1.3 Utmost care to be taken in handling the IRNSS Receiver.
- 7.1.4 Send the Receiver Data to SAC when asked for
- 7.1.5 Safety and security of the IRNSS Receiver

# Page 5 of 11

- 7.1.6 IRNSS data reception, processing, archival to be done by JKLU.
- 7.2 SAC:
  - 7.2.1 SAC will provide IRNSS Receiver Unit(s) and Receiver operation manual(s) on returnable basis (As detailed in Annexure-1)
  - 7.2.2 SAC will provide technical assistance to JKLU in working out modalities of Data collection, data sharing, etc.
  - 7.2.3 SAC will provide technical assistance to JKLU in proper operation and maintenance of IRNSS Receiver
  - 7.2.4 SAC will provide technical assistance to JKLU in identifying appropriate research areas considering capabilities of this Receiver

# 8.0 Project schedule:

- 8.1 Selection of Suitable Site(s) within 10 days from the date of signing MoU by JKLU
- 8.2 Installation and Commissioning of IRNSS Receiver by M/S ACCORD.
- 8.3 Regular data collection and analysis will be carried out for the duration of the MoU from the date of Installation and Commissioning of IRNSS Receiver

# 9.0 Training:

M/S ACCORD will provide necessary training and guidelines for site identification, receiver operations. SAC will provide guidelines for data collection, processing and data transfer

# **10.0 Project Monitoring:**

- 10.1 SAC and JKLU shall identify focal person(s) who shall be responsible for organizational matters and interfacing for day to day operation, such as functioning of IRNSS Receiver, security etc. Each party shall pursue its independent research using data from these IRNSS Receiver, with mutual consultation.
- **10.2** A periodic Quarterly status report should be generated by JKLU regarding Receiver operations. A User meet to share results, experience will be held at SAC every six months.

# 11.0 Functionaries (Typically 2)

Dr.-Ing. Anupam Kumar Singh, Director-IET, JK Lakshmipat University, Jaipur (JKLU Focal persons)

Shri Tapan Misra, Director, SAC/ISRO, Ahmedbad (SAC Focal persons)

# 12.0 Confidentiality:

- 12.1 During the tenure of MoU and thereafter both parties undertake on their behalf and on behalf of their employees/representatives to maintain strict confidentiality and prevent disclosure thereof of all the information and data exchanged/generated pertaining to this agreement. However, the data may be published and shared jointly for scientific publication after mutual consent in writing.
- **12.2** JKLU will not disclose any research result and Foreground information, generated out of or involving the data, its derivative or information thereof from the IRNSS Receiver established (at given site) as per terms of this MoU to any third party without seeking prior written permission.

# 13.0 Intellectual Property Rights :

All the research results and foreground information as well as foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from IRNSS Receiver and sites established as per terms of this MoU whether or not legally protected, shall be owned by SAC. JKLU will be free to use such data for their internal R&D purposes with intimation to SAC.

Notwithstanding any provisions mentioned above or any future licensing agreements, SAC shall be deemed to have all rights including non-exclusive, irrecoverable and royalty-free license for the unlimited development and use of any and all Foreground information and Foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from the IRNSS Receiver established (at given site) as per terms of this MoU, whether or not legally protected, for the purposes of its own applications.

# 14.0 Change In Scope of Work:

Any change in scope of work would be with mutual consent of both the parties in writing.

# 15.0 Modifications to MoU:

- **15.1** Any amendment or modifications of this MOU shall be in writing by both parties.
- **15.2** The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

# 16.0 Force Majeure:

Neither party shall be held responsible for non fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to war, flood, cyclones, riots, strikes etc. If such condition continues beyond six months, the parties shall then mutually decide about the future course of action. Either party shall intimate each other of any such event.

# 17.0 Indemnity:

JKLU shall exercise reasonable skill, care and diligence in the performance of this MoU activity and indemnify and keep indemnified SAC in respect of any loss, damage or claim howsoever arising out of related to breach of MoU, statuary duty or negligence by JKLU or its employees, agents or subcontractors in relation to the performance or otherwise of the services to be provided under this MoU.

# 18.0 Termination of MoU:

**18.1** During the validity of the MoU, if it is found that if the IRNSS system is not in use, misuse or due care is not taken, SAC has right to dismantle/uninstall the IRNSS Receiver established as per terms of this MoU with intimation to JKLU.

**18.2** Similarly if JKLU considers it necessary to dismantle the IRNSS Receiver established as per terms of this MoU for unavoidable reason at a given site, JKLU will try to provide an alternate site for the IRNSS observations and facilitate SAC to relocate IRNSS Receiver. If however, JKLU fails in providing such alternate, SAC will be free to dismantle/uninstall and remove the IRNSS Receiver established as per terms of this MoU along with accessories.

# **19.0 Arbitration:**

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably jointly by Director, SAC and Director, Institute of Engineering and Technology, JKLU.

20.0 Jurisdiction: Ahmedabad shall be the jurisdiction.

In witness whereof, the parties hereto have signed this MOU on the Tapan Hisa (Shri TAPAN MISRA) (Prof. Dr.-Ing. Anupam K Singh) Director, Director-IET

Space Applications Centre (SAC), JK Lakshmipat University, Jaipur

Ahmedabad

निदेशक / Director अंतरिश उपरोग में. ्रा में) Space Applications Comment (ISRO) भारत सरकार / Government of India अहमदाबाद / Ahmedapad-380 015.

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DIRECTOR Institute of Engineering and Technology JK Lakshmipat University JAIPUR (Rajasthan)

Annexure-1

List of deliverables for (1 set of) IRNSS/GPS/SBAS Receiver

SI. No.	Item Description	Qty
1.	IRNSS/GPS/SBAS Receiver	1
2.	AC-DC Adapter	1
3.	DC-DC Adapter	1
4.	Antenna	1
5.	Antenna base plate	1
6.	Antenna mounting rod	1
7.	Battery	1
8.	Charger for battery	1
9.	TNC (M) to TNC (M),15 m low-loss RF cable	1
10.	TNC (M) to TNC (M), 2 m low-loss RF cable	1
11.	SMA (M) to SMA (M), 2 m RF cable	2
12.	Cat5E Ethernet cable	1
13.	RS232-USB converter cable	1
14.	DC-DC adapter input cable	1
15.	DC-DC adapter output cable	1
16.	Battery to receiver power cable	1
17.	Car Cigarette connector to receiver power cable	1
18.	3 Pin AC power cable for charger	1
19.	User Guide	1
20.	CD containing GUI & other drivers	1
21.	M4 Allen key	1
22.	Adjustable Spanner	1
23.	M4 Allen screws with nuts for receiver	4
24.	M4 Allen screws with nuts for DC-DC adapter	4
25.	M4 Allen screws with nuts for antenna	4
26.	Carry Case	1

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#### APPENDIX 1 PARTNER TERMS AND CONDITIONS

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#### 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 02 <sup>nd</sup> Floor, 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 <u>https://www.redhat.com/licenses/thirdparty/eula.html</u>. "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 (1 1/2%) per month, or the maximum rate allowable by law, whichever is less.

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December 2015

DIRECTOR Institute of Engineering and Technology JK Lakshmipat University JAIPUR (Rajasthan)

#### 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 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: <a href="http://www.redhat.com/about/corporate/trademark/guidelines">http://www.redhat.com/about/corporate/trademark/guidelines</a> 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

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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 <a href="http://www.redhat.com/licenses/thirdparty/eula.html">http://www.redhat.com/licenses/thirdparty/eula.html</a>. 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

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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 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 arbitrat 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

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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/fax 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-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.
- 14.3.3 As 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

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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 Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

## 16. Authorized Signatures.

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<u>http://www.redhat.com/en/partners</u>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to <u>globalcontracts@redhat.com</u> via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.

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DIRECTOR Institute of Engineering and Technology JK Lakshmipat University JAIPUR (Rajasthan)

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#### RED HAT ACADEMY PROGRAM APPENDIX

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**Background and Purpose.** The 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.

#### 2. Definitions.

1.

"Partner" means a qualified university, academic institution, or entities with a workforce development program who 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.

"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 AcademyProgram.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in ExhibitA.

"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.

"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.

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

Manuals means those manuals used by Red Hat instructors in instructing Technical Training courses. Manuals are different from the Course Materials and shall not be used in or brought into the Courses.

**Program Subscription Fee.** Annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner will teach the Curriculum to Students.

"Services" means Learning Services and support services provided as part of the Program

"Student" is an person or persons 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 Fee" shall mean the per student per Course fee set forth in Exhibit A of this Appendix, if applicable.

"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.

"Technical Training" means the courses and certification exams offered publicly and commercially by Red Hat on an open enrollment or on-site basis, including the Manuals used by Red Hat instructors in instructing technical training courses and the Student Manuals included in the Course



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# 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 Student; (b) Curriculum are provided solely for the use by 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 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 <a href="http://www.redhat.com/licenses/rhel">http://www.redhat.com/licenses/rhel</a> 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 <a href="http://www.redhat.com/licenses/">www.redhat.com/licenses/</a>, 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, based upon the Partner level in Exhibit A, in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals in the for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B. Partner may not use this logo in general advertisements or marketing materials that do not specifically address 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.

#### 4. Fees and Payment

- 4.1 General. Program Subscription Fee, Student Fees and any other fees or charges ("Fees") will be due and payable by Partner upon the Effective Date and in accordance with the Agreement. Partner shall purchase from an authoried Red Hat Academy Program Reseller. Partner may purchase from Red Hat directly upon Red Hat's written approval. 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 those Fees from Red Hat.
- 4.2 Direct. If purchased 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. If applicable, Partner will reim burse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. 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

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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 Or der Form. Partner agrees to reimburse Red Hat for its reasonable, properly documented expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies.

5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, how - ever, 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 and Termination

- 6.1 Term. The term of this Program shall be one (1) year unless otherwise specified on page 1 (the "Initial Term"). Thereafter, the term for Services shall renew for successive terms of one (1) year each (each, a "Renewal Term") on the anniversary of the Initial Term unless otherwise specified on page 1, or if 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.
- 6.2 Termination. Notwithstanding anything to the contrary Red Hat may terminate this Appendix 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 re-ceipt 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.
- 6.3 Survival. Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 5, 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.

#### 7. Partner's Certified Professionals.

Partner's Red Hat Certified Professionals: To be provided

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#### EXHIBIT A RED HAT ACADEMY PROGRAM SUBSCRIPTION



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

(a) Authorization and access to, and use of, the Curriculum and support in accordance with the terms set forth at <u>http://www.redhat.com/training/red-hat-academy.html and</u> as provided herein. The Program Fee includes Courses for thirty (30) Students (i.e. Student Fees for 30 Students). Additional Student access and may be purchased separately on a per Student basis Student Fee(s).

(b) Red Hat may provide support as set forth at http://www.redhat.com/training/red-hat-academy.html.

(c) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately as set forth at http://www.redhat.com/training/red-hat-academy.html.

(e) Standard Course offering in the RHA are set forth at http://www.redhat.com/training/red-hat-academy.html.

(f) Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals in the for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B.

#### 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) Teachers shall satisfy the requirements set forth for Teacher Certification(s) and Technical Training (not included under the Program) in accordance with the terms set <a href="http://www.redhat.com/training/red-hat-academy.html">http://www.redhat.com/training/red-hat-academy.html</a>.

(c) Partner advertising and marketing requirements shall be as set forth at <u>http://www.redhat.com/training/red-hat-acade-my.html</u>.

(d) Partner must notify Red Hat of the number of Students in each Course when the Course begins.

- (e) Partner shall maintain the following Red Hat Certified Professionals : To be provided
- 3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee annually before the beginning of each Term. Courses, purchased on a per Student basis, and Additional Services may be purchased for the applicable Student Fee(s). Courses and Additional Services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Term must be used within each the one year Term in which it was purchased or such Red Hat Services shall be forfeited.

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#### EXHIBIT B RED HAT ACADEMY PROGRAM MARK

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**Red Hat Academy:** 



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DIRECTOR Institute of Engineering and Technology JK Lakshmipat University JAIPUR (Rajasthan)

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#### EXHIBIT C

# RED HAT ACADEMY, COURSES, AND ADDITIONAL SERVICES

**Red Hat Services** 

SKU	Title	Description	Term				
RHA500	Red Hat Academy Standard Program: Addon to RHA500 en titlement						
RHA501	Red Hat Academy Standard Program: Add- on Student and Exam	One (1) Certification Track Training Course Seat added to an RHA500 or RHA600, and One (1) Red Hat Certification Exam.	Note 1				
RHA502	Red Hat Academy Standard Program: Add- on Lab or Campus in addition to RHA500 en- titlement	One (1) lab system in addition to an RH500 or RH600.	Note 1				
RHA600	Red Hat Academy Basic Program	Access for 20 Certification Track Student Course Seats to approved Red Hat Academy courses (e.g., RH124 + RH134, RH254, CL210, JB225, or JB248), one (1) lab system (RHA502), and benefits in accordance with Red Hat Academy Policies.	Note 1				
RHA601	Red Hat Academy Basic Program: Add-on Student	One Certification Track Training Course Seat added to an RHA500 or RHA600.	Note 1				

Note 1: All Red Hat Services purchased during the Term must be used within each the one year Term in which it was purchased or such Red Services shall be forfeited.

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DIRECTOR Institute of Engineering and Technology JK Lakshmipat University JAIPUR (Rajasthan)

# MEMORANDUM OF UNDERSTANDING AND IMPORTANT TERMS AND CONDITIONS FOR ESTABLISHING SAP ACADEMY (SAP ERP SITE LICENSES) Between SAP EDUCATION PARTNER, PRIMUS TechSystems Private Limited, PUNE & JK LAKSHMIPAT UNIVERSITY, JAIPUR

# The SAP ERP Site Licenses which is offered to JK Lakshmipat University, Jaipur campus is the Business Suite 7.0 (SAP Site License R3) as per the latest Certification version.

The site license content along with the full support, services and partnership will be valid for the student enrolled during the contract period of 24 months and till the completion of the enrolled students. The support, services and partnership will be valid till the contract period and after the expiry of the contract period of 24 months, the site license contract content will be available with the college and the same can be used till they wish to.

## Responsibilities of SAP Education Partner: PRIMUS TechSystems Private Limited

SAP Partner will support, service for SAP ERP Site Licenses as follows:

24 months validity (July 2017 till August 2019) for 900 logins (Concurrent users at any given point of time) for bundled along with the preparation and installation of LMS and SAP software platforms.

#### Extension of Association

As per the price card updated for SAP Site Licensing Program as of January 2017, the total contract value is INR 60, 00,000 of the project for 800 logins for beginners and 100 logins for Expert modules will be freshly provided during the site license contractual period of 24 months (July 2017 till August 2019).

#### Freedom of Choice of the total licenses

JK Lakshmipat University, Jaipur has the freedom of choice (SAP FI, SD, MM, HCM, and ABAP modules) to utilize all the 800 logins for beginners and 100 logins procured as per the contract.

# Preparation & installation of SAP Student Academy – Site Licensing Program from JK Lakshmipat University, Jaipur campus (sample of Delivery Acceptance report attached as Annexure)

- PRIMUS will do all necessary installation of servers, setting up of SAP labs and give support for SAP Site Licensing Program covering 06 SAP modules and would be responsible for providing continual support as and when required.
- JK Lakshmipat University, Jaipur will provide a System Administrator to manage local site for day to day task



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#### Delivery high-quality training

- 'Train The Trainer' Program (T-T-T for max & upto 30 faculties )
- PRIMUS will take special efforts to ensure and conduct high standards of quality delivery of training on SAP module wise T-T-T to all the identified and nominated faculties by JK Lakshmipat University, Jaipur
- 32 hrs (04 full days) of T-T-T program on SAP overview
- 80 hrs (10 full days) of T-T-T program on SAP functional (SAP FI, SD, MM, HCM modules) and (SAP ABAP modules) technical module.
- T-T-T program would be oriented towards understandings domain aspect, respective SAP modules and execution of SAP courses offered under SAP Student Academy program at the campus
- PRIMUS & SAP will conduct training on System Administration profiles identified by the University.
- Additional activities carried out by PRIMUS under this program
  - Additional cost would be charged if trainer support for executing any other instructor led activity is required by JK Lakshmipat University, Jaipur campus. University will arrange for accommodation, TA and DA etc.
  - Facilitating the university as a nodal center SAP Partner and University as a nodal center can identify candidates and target to offer SAP program from your University. If the consumption of licenses are more than the specified limit in the agreement (800 + 100 logins), JK Lakshmipat University, Jaipur will be charged extra on pro-rata basis and training services will be at additional cost. PRIMUS will support college and guide to create required marketing collaterals to market the SAP programs and also help/ assist in doing some awareness program on demand basis. If SAP or PRIMUS to do any activities like workshops/ meet/ product launch to utilize your SAP trained faculties only if they are SAP Global Certified for any such relevant assignments or training or workshops.
  - Support in planning training delivery and execution roadmap in consultation with University's single point of contact
  - Support JK Lakshmipat University, Jaipur in designing evaluations for mid and course end evaluation for each of the SAP module
  - SAP info-sessions (once in a quarter) for creating awareness about SAP student academy site licensing program at JK Lakshmipat University, Jaipur campus
  - Bring industry speakers (once in a quarter) to interact with students and trainers for knowledge sharing. Additional session of industry experts if required would organize at additional cost.
  - Support for the JK Lakshmipat University, Jaipur in spreading awareness and building marketing campaign.
  - Support the JK Lakshmipat University, Jaipur while conducting Press conferencing during the SAP education / Site Licensing Program launch (press note to be approved by SAP India)



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# Engagement of SAP certified students in internship (Academic/ Industry) based on SAP Best practices

SAP certified students would be provided with opportunities to work in SAP internship assignments with PRIMUS Pune and/ or with different SAP Practicing clients. PRIMUS will ensure to engage certified candidates however not all companies provide stipend/ internship allowances/ salaries during internship program since these interns do not contribute in production directly/ do not replace functioning consultants from day one/ are in assisting mode till the completion of internship program and PRIMUS is not committed to pay any kind scholarship or stipend allowances. JK Lakshmipat University, Jaipur and its candidates cannot claim on any particular status/ brand/ type of companies for any such internship projects assignments. Candidates should be flexible to travel and for relocation across India, if required.

#### Placement support

- PRIMUS will conduct CAT (Common Assessment Tests) to check industry placement readiness of students undergoing SAP courses and completed respective SAP modular courses.
- SAP and PRIMUS will provide 100% placement assistance for all SAP global certified students of JK Lakshmipat University, Jaipur irrespective of any department or courses. For those who do not have attained global certification 03 interview opportunities would be given. The salary ranges as on 2017 for fresher's 3.0 to 4.5 lacs per annum for graduates and SAP certified candidates. At the time of placement students should be in the final year (B.Tech/ M.Tech/ BE/ MBA/ B.Com/ BBA etc) and SAP global certification before appearing for the interview and taking jobs.

**Placement approach** would be in 2 ways regular ongoing placement support and PRIMUS SAP Career Fest Event. PRIMUS will keep on floating database of such SAP certified candidates with recruiting partners for fetching opportunities to give interview. PRIMUS will also allow these candidates to take part in PRIMUS SAP Career Fest event. Kindly note that all eligible students should be ready to take jobs in any location across India.

# • The program by PRIMUS covers following SAP courses – Beginners level course - ERP overview (SAP 01) Export level courses

- 1. Financial Management (SAP FI)
- 2. Human Capital Management (HCM)
- 3. Sales & Distribution (SAP SD)
- 4. Materials Management (SAP MM)
- 5. Advanced Business Application Programming (SAP ABAP)

Except SAP 01 (40 hrs of common overview program) all other SAP functional & technical modular courses are of 160 hrs each.

• Upon completion of training, students will be awarded Certificate of Course Participation (CCP)



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bearing SAP Student Academy Logo & JK Lakshmipat University, Jaipur Logo.

• The PRIMUS will confirm that the course contents and trainings for all modules as mentioned above are as per SAP's globally designed course content and methodology, the same should be duly approved SAP India as well.

#### Certification cost:

It is also agreed that, on completion of the SAP course, the participant will have an option to get a SAP Global Certification by appearing for an Online Examination conducted by SAP. The SAP Global Certification fees is excluding of training fees and will schedule exam date/s as per their convenience. Student completing 200 hours of course are only eligible to attempt SAP global certification online exam.

# Responsibilities of JK Lakshmipat University, Jaipur

- ✓ Commence SAP Student Academy- Site Licensing Program with validity of 24 months (July 2017 till August 2019) from the date of PO release for 900 students of JK Lakshmipat University, Jaipur campus.
- ✓ Release Purchase order along with the 'Installation and Delivery Acceptance report' to SAP Partner.
- ✓ The total of contract value and the cost of the project is INR 60, 00,000/- inclusive of taxes (Sixty Lacs Rupees) for the period 24 months (July 2017 till August 2019). JK Lakshmipat University, Jaipur has to make upfront payment of INR 25, 00, 000 by or before Saturday: 10<sup>th</sup> day of June 2017 to PRIMUS and sign-off on Important Terms and conditions on SAP Site License Program Agreement. Next payments of INR 15, 00, 000 is scheduled by or before 31<sup>st</sup> day of March 2018 and INR 20, 00,000 is by or before 28<sup>th</sup> day of Feb 2019.
- ✓ Roll out of Phase-1 by  $1^{st}$  week of July 2017.
- ✓ Device student activity and T-T-T calendar (June 2017) in consultation with SAP Partner SPOC
- Prepare the list of 30 faculties from each of their streams who would undergo SAP T-T-T program (04+10 full days) at JK Lakshmipat University, Jaipur.
- Identify and keep the appropriate labs ready for SAP site license server installations (May & June 2017)
- ✓ University shall introduce and promote SAP courses to the students on- campus and shall actively participate for pre-sales support in campus with the prospective students
- SAP Partner will support JK Lakshmipat University, Jaipur SAP trained staff members in running SAP Info-sessions and spread awareness amongst student community.
- ✓ University will provide administrative support and technical staff for day-to-day administration, hardware and infrastructural maintenance.
- ✓ University shall provide electricity, UPS, inverter and/ or other utilities to the labs and infrastructure at its own cost and expenses.
- ✓ University will ensure that proper systems, network and appropriate internet connectivity to the requirement specified by SAP Partner (PRIMUS) is made available.
- ✓ During this agreement or contractual validity period of 24 months (July 2017 till August 2019), University will promote authorized SAP courses offered under SAP Site License Program at its Jaipur campus only.



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- ✓ Usage of SAP Existing Licenses SAP will work with license team to explore the usage of existing licenses available with JK Lakshmipat University at Jaipur campus. As per the license norms SAP & SAP Partner will communicate on what is required to activate. SAP Partner will communicate on the same to the college.
- ✓ JK Lakshmipat University, Jaipur shall provide any other support/services, Guest House facilities / accommodation near the campus to the SAP and/ or SAP Partner visiting officials as required from time to time for achieving any specific objective of proposed training course
- The renewal of SAP association in the academic year 2019 will be as below:
  - ✓ If JK Lakshmipat University, Jaipur campus renews agreement for the same proposition for 900 students (800 for beginner module+ 100 expert modules) the renewal cost will be INR. 60,00,000 (Rupees Sixty Lacs only) with the maximum variance of plus 20%
  - ✓ If the numbers and requirements vary , a new proposition will be submitted to JKLU during renewal in Aug 2019
- JK Lakshmipat University, Jaipur shall be responsible to the following infrastructural requirement, at no cost to SAP Partner (PRIMUS)
  - A. Hardware requirements:
    - Processor: Minimum 500 MHz processor
    - o RAM: 4 GB RAM minimum, HDD: 40 GB
    - Sound: 24-bit sound card, with speakers or a headset (optional)
    - Screen Resolution: 1024 by 768 (minimum)
    - Network connectivity across locations for smooth conduction of this program
      - i. Each work station needs following connectivity configurations -
      - ii. Minimum Connection Speed: 2 Mbps.

(We recommend at least 10 Mbps & above for high quality performance. While the course will function at the minimum required speed, due to the multimedia nature of the materials, performance degradation may occur.)

#### **B.** Software requirements

- Operating System: Microsoft Windows 2000 or 7 with any anti-virus desktop protection with full subscription
- MS Office & Browser: Microsoft Internet Explorer versions 8 -10, Mozilla Firefox version 26 and Google Chrome with JavaScript support in the browser configuration.
- Browser zoom must be set to 100%.
- Plug-ins: The courses require at least Flash 9 plug-in (subversion greater than 115) in order to function.
- Adobe Flash Player For web assessments, the Sun Java plug-in JRE 1.4.2 or higher is required.
- Sun Java plug-in's
- Acrobat PDF Reader
- Pop-up Blockers: must be disabled in order to view the course content properly.
- Browser toolbars can interfere with the performance of the eLearning content. Toolbars such as Google Toolbar should be disabled while using the SAP Learning Hub.



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Signed for and on behalf of **PRIMUS TechSystems Private Limited** 

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Manoj Nazare General Manager – Sales (SAP Education) PRIMUS Techsystems Pvt. Ltd., Pune

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Witness : Mr. Pabitra Kumar Nayak Business Manager – Channel & Student Academy | North & East SAP Education SAP India Pvt. Ltd., New Delhi

Place: Jaipur

Signed for and on behalf of JK Lakshmipat University

JAIPU Dr. R.L. Raina Vice Chancellor JK Lakshmipat University, Jaipur

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Witness 1: Dr. Anupam K Singh Director-IET, JKLU, Jaipur

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Witness 2: Dr. Manoj K Bhatia Associate Dean: IM, JKLU, Jaipur

Date: 25.05.2017

Sample copy of SAP Global Certificate



Certificate ID: 0010146022 Certified on: June 25, 2013

Walldorf, July 30, 2013

Michael Kleinemeier President Global End-to-End Services



# Memorandum of Understanding

between

JK Lakshmipat University, Jaipur And

# IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of <u>8/12/2015</u> ("Effective Date"), by and between:

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

And

JK Lakshmipat University, Jaipur, having its registered office and campus, XAjmer Road, Laliya Ka Vas, Mahapura, Jaipur, Rajasthan 302026, hereinafter unless the context otherwise requires be referred to as "JKLU".

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

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

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

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

Now therefore this MOU witnesses:

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Memorandum of Understanding

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DIRECTOR Institute of Engineering and Technology JK Lakchmipat University JAIPUR (Rajasthan)

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IBM Career Education Program

## I - DEFINITIONS

JKLU, shall include, unless repugnant to the context otherwise require, its associates-

"Faculty" hereby refers to Training Staff of JKLU,

"Students" hereby refers to all the students of JKLU

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

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

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

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

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

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

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

# I. Foreseen benefits of the collaboration

a) JKLU

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;

- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;

- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-inclass IBM Software

- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software

- Opportunity to learn from the practitioners in the industry from IBM or business partners

- Opportunity for students and faculty members to avail professional and global certification on IBM Software

- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.

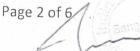
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time

- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs

- Opportunity to conduct various seminar and workshops with IBM in the institution

- Opportunity to co-market with IBM to promote Programs

b) IBM



Memorandum of Understanding

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IBM Career Education Program

DIRECTOR

Institute of Engineering and Technology JK Lakshmipat University



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

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

## **III – TERMS AND CONDITIONS**

# a) Courseware and Training

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

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

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

#### b) Software

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

# IV - BREACH OF MOU

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

# V – TERM AND TERMINATION

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

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

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IBM Career Education Program Memorandum of Understanding

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

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

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

Use and nondisclosure of confidential information,

Indemnification and Liability,

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

# VI - LIMITATION OF LIABILITY

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

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

#### VII - ARBITRATION

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

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

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

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Memorandum of Understanding

IBM Career Education Program

DIRECTOR Institute of Engineering and Technology K Lakshmipat University JAIPUR (Rajasthan)



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

# VIII - GENERAL

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

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

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

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

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

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

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

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IBM Career Education Program Memorandum of Understanding

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DIRECTOR Institute of Engineering and Technology JK Lakshmipat University

JAIPUR (Rajasthan)



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

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

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

Signed:

For JK Lakshmipat University, Jaipur

For IBM India Private Ltd.

Name: Dr. Anupam Kumar Singh

Name:

JACADISHA KEDAS

Designation: Director-IET

Signature: 3 Jan Di

> DIRECTOR Institute of Engineering and Technology K Lakshmipat University

JAIPUR (Rajasthan)

Designation: MANDERR SWGJ

Signature:

Page 6 of 6

IBM Career Education Program Memorandum of Understanding

#### Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 17th day of November, 2015.

#### By and between:

Winner Academy of Excellence(WAE) having its registered office at 3-A, Chitragupta Nagar-II, Near Integral Bank, Kartarpura Railway Crossing, Jaipur-302005, hereinafter referred to as "WAE", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

#### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and WAE are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

#### WHEREAS,

- 1. WAE specializes in providing B2B Training solutions to the Corporate Organizations as well as to Educational Institutions. WAE follows the Training Development Life Cycle and provides all its training solutions after proper TNI (Training Need Identification) & TNA (Training Need Analysis). Their key solutions include programs in Behavioral Skills, Technical Areas, Sales & Marketing, Communication Skills, etc. WAE is known for our customized training programs and owning them till the results are achieved and this makes us the best choice among all the service providers in this arena. More details of these programs and list of clients is available on https://waecs.in.
- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) of the Income Tax Act, 1961.
- JKLU and WAE desire to establish collaboration for the benefit of students and faculty of JKLU and employees of WAE.



*Now therefore,* in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

#### 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **Five (05)** Years from the date of its execution. The agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official six months in advance. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

#### **Objectives:**

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - i. Pre-placement training support to the students
  - ii. Support for Internships in various companies
  - iii. Support for arranging placement opportunities
  - iv. Collaboration in Training and competency building programs
  - v. Organizing joint activities to support JKLU building long-term partnership with various industries

#### **Commercials:**

To be decided mutually by both the parties.

**IN WITNESS WHEREOF**, this MoU is duly executed on the day, month and year first herein above written in the presence of:

-	For JK Lakshmipat University	For WAE
Signature		+ furest yes
Name	Dr. Umesh Gupta	Mr. Mukesh Vyas
Title	Placement Coordinator	Director (Operations & Marketing)
Date	17/11/2015	17/11/2015



#### Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 17th day of November, 2015.

#### By and between:

Career Aspiraat Academy, a company incorporated under Companies Act 1956 having its registered office at 101, 102, Parshwa Tower, Bodakdev, Ahmedabad (hereinafter referred to as **"CAA"**, which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

#### AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and CAA are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

#### WHEREAS,

#### 1. About Career Aspirant Academy

CAA was established in year 2013. Since inception, we have marked our way with perfect blending of smart working and enterprising professional approach. Working towards being a total HR consultancy company, by now we have successfully established ourselves as one of the best campus recruitments training firm, offering our expertise services to leading engineering colleges of Gujarat.

With our unique training assistance process, we provide training solutions in all three segments of need for placement i.e. Aptitude Building, Soft-Skill Training, Technical Sector Building.

First Placements is managed by highly qualified professionals, with over 17 years of campus placement experience and as professional has placed more than 14000 fresh engineers in over 540 leading national and multinational companies of India. The promoter of the company has previously worked with Nirma University and Pandit Deendayal Petroleum University as T&P Head and Brand Promotions Head jointly for 11 years.

- 2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) of the Income Tax Act, 1961.
- 3. JKLU and CAA desire to establish collaboration for the benefit of students and faculty of JKLU and employees of CAA.



*Now therefore,* in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

#### 1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **Five (05) Years** from the date of its execution. The agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official six months in advance. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:

#### **Objectives:**

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
  - i. Pre-placement training support to the students
  - ii. Support for Internships in various companies
  - iii. Support for arranging placement opportunities
  - iv. Collaboration in Training and competency building programs
  - v. Organizing joint activities to support JKLU building long-term partnership with various industries

#### **Commercials:**

To be decided mutually by both the parties.

**IN WITNESS WHEREOF**, this MoU is duly executed on the day, month and year first herein above written in the presence of:

THE PARAM	For JK Lakshmipat University	For Career Aspirant Academy		
Signature	D. JANIPAT UNIL	Sam		
Name	Dr. Umesh Gupta	Sachin Sehgal		
Title	Faculty Coordinator Training and Placements	Co-Founder		
Date	17/11/2015	17/11/2015		

#### STATEMENT OF UNDERSTANDING

This agreement of training service (this "Agreement") is made at JK Lakshmipat University, Jaipur on this 4<sup>th</sup> November 2015:

#### BY AND BETWEEN

 JCB INDIA LIMITED JCB India Ltd., a company registered under the India Companies Act 1956, having its registered office at B-1/I-1, IInd Floor, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 and plant at 23 / 7, Mathura Road, Ballabgarh 121 004, Haryana, India, (hereinafter referred as 'JCB') which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns and represented by Mr. Amit Tyagi, Sr. Manager - HR & IR;

#### AND

JK LAKSHMIPAT UNIVERSITY, having its Campus at Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur – 302026, sponsored by Lakshmipat Singhania Foundation for Higher Learning, a not for profit company incorporated on 25-11-2008 under Section 25 of the Companies Act, 1956 (hereinafter referred as 'JKLU') which expression shall include its nominee, assignee, successors-in-interest and represented by Dr. Devendra Poonia, Chairman – Corporate Training and Consultancy JKLU.

#### WHEREAS

- A. JKLU (service provider) is a specialist in designing and conducting external and In house Training programs by experienced trainers and faculties.
- B. JCB wishes to procure their services and the service Provider is willing to provide its services for JCB personnel on the terms set out in this Agreement.
- C. Both parties agree to the terms provided herein in relation to this service agreement.

#### 2. PERIOD OF AGREEMENT

a. This Agreement shall be deemed to **come into force on the 4<sup>TH</sup> November 2015** and (subject to earlier termination in accordance with this Agreement or otherwise at law) shall last for an initial period of one (1) year and will continue in force thereafter unless terminated by either JCB or the Service Provider giving the other not less than one (1) month prior written notice of termination with such notice to expire at any time on or after the said initial period.

#### 3. SUPPLY OF SERVICES

- a. The service provider shall provide the Services to JCB at the Venue on the Course Date in accordance with the terms set out in the present agreement and Schedule-1 attached to this Agreement and forming integral part of the present agreement containing description of services and charges applicable. Time shall be of the essence in relation to the Course Date.
- b. In providing the Services and as a condition of this Agreement the Service Provider shall:
  - When attending JCB's premises or at the premises of JK Lakshmipat University, observe all health and safety rules and regulations and any other security requirements that apply at such premises; and
  - Shall conduct training programs & interventions as per annual training calendar 2015, Organizational Needs, Interventions, etc. on mutually agreed training calendar under this agreement as given in Annexure I.
  - Location covered will be Jaipur.
  - Feedback will be shared with the L & D Team after all the workshops

#### 4. CHARGES AND PAYMENT

- a. In consideration of the Service Provider providing the Services JCB shall pay the Charges as indicated in the Annexure-2 after deduction of TDS. The Charges shall include professional fee, material cost, local travel, food reimbursement of participants and Lab Charges including Lab Attendants cost, if needed against the invoice stating PO number issued from JCB India.
- b. The Service Provider shall be entitled to invoice JCB for the Charges on completion of the Services (Each invoice shall include such supporting information required by JCB to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- c. Payments by JCB will normally be made by the last day of the month following the month of receipt of invoice.

#### 5. CONFIDENTIALITY & INTELLECTUAL PROPERTY

- a. A party (Receiving Party) shall keep in strict confidence all Intellectual Property Rights, technical or commercial know-how, data or information (including the JCB Data), specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents or subcontractors of confidentiality corresponding to those which bind the Receiving Party.
- b. No party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- c. The Service Provider undertakes that it owns, or has all necessary rights, authorisations and licences in respect of, all Intellectual Property Rights used in the provision of the Services, to grant the licences granted in this Agreement and to comply with its obligations in this Clause 5 (Confidentiality & Intellectual Property).

#### 6. **TERMINATION**

- a. JCB or the Training Provider may terminate this Agreement with immediate effect by giving to the other party written notice if the other party commits a material or persistent breach of this Agreement, services to be delivered to be precise and fails to remedy that breach within thirty (30) days of receipt of notice in writing of the breach;
- b. JCB or the Training Provider may terminate this Agreement for its convenience by giving the Service Provider or JCB one (1) months' written notice.
- c. The termination of this Agreement is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Clauses in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

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#### 7. ASSIGNMENT/SUBCONTRACTING/THIRD PARTY RIGHTS

a. The Training Provider shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement without JCB's prior written consent. However, the service provider is free to assign, subcontract a faculty for any specific module under information to JCB.

#### 8. INDEMNITY

- a. The Service Provider shall keep JCB indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by JCB as a result of or in connection with:
  - i. any claim made against JCB by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Training provider, its employees, agents or subcontractors; and
  - ii. any claim brought against JCB for actual or alleged infringement, whether or not under Indian law, of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services.

b. In case JCB does not provide the required strength of the participants or discontinues the arrangement without prior intimation or the designated employees do not show up at JKLU, JCB should indemnify JKLU for the expenses incurred in making the arrangement or cost of staff spared for the same (30 % of the per day rate).

c. This Clause on indemnity shall survive termination or expiry of this Agreement.

#### 9. NOTICES

a. Notices under this Agreement shall be given in writing to the relevant party at the address stated above (or such other address as it shall previously have notified to the other party.

#### **10. VARIATION**

a. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **11. DATA PROTECTION COMPLIANCE**

- a. To the extent that any data or information provided by JCB to the Service Provider is personal data within the meaning of the Information Technology Act, 2000:
  - i. the Service Provider will process such data and information only in accordance with the JCB's instructions;
  - ii. the Service Provider will not transmit such data and information to a country or territory outside India without the JCB's prior express written consent; and
  - iii. the Service Provider will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to JCB as data controller.

#### 13. ANTI-BRIBERY

a. Parties agree that they shall not indulge in any acts that result in violation of applicable laws and regulations. More specifically the parties undertake not to provide bribe or similar gratification to or bribe any person, including government officials, failing which the other Parties may terminate the present Agreement immediately by serving a written notice on the Party at breach.

#### 14. GOVERNING LAW & JURISDICTION

a. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Indian law, and the parties irrevocably submit to the exclusive jurisdiction of the courts at New Delhi.

#### SIGNED duly authorised for and on behalf of

JCB INDIA LTD

Amit Tyagi

Sr. Manager – H.R. & I.R.

JK Lakshmipat University

Dr. Devendra Kumar Punia

Chairman – Corporate Training and Consultancy

WITNESS

Dr. Pushpendra Singh

Assoc. Professor & Head Electrical Engineering

WITNESS

Mukesh Pareta Sr. Engineer – Learning & Development

Date : 4<sup>th</sup> November, 2015

Place : Jaipur

#### SCHEDULE-1 : Description of Services

JCB India Ltd. for Jaipur location - Kshitij Annual Training Plan 2015 (Behavioral / Engineering Skills Training Needs) for TM level of employees (Training Plan attached with dates) as well as all interventions designed and run centrally.

The tentative schedule for the delivery of training is as follows:-

s.No.	Program	Nov	Dec	Jan	Feb	Mar	Apr	Moy	Jun	101	Aug
1	Examination at JKLU for the prospective Team Members	22						_			
2	Basic of Electrical Engineering (Module 1)	29									
3	Basic of Electrical Engineering (Module 2)		20								
4	Basic of Electronics Engineering			17							
5	Basic of Mechanics & Machines				21						
6	GD & T					20					
7	SPC/CP/CPK						17				
8	Basic of Hydraulics & Pneumetics							15			
9	Industrial Safety								19		
10	Basic of ITES 1 (MS Word,Excel,PowerPoint,SAP)									17	
11	Basic of ITES 2 (MS Word,Excel,PowerPoint,SAP)										21

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#### **SCHEDULE-2 : Charges for Services**

The rates for conduct of various training modules of "Kshitij" on site (at JCB) and at JKLU are as follows:-

1.	Training at JCB on various modules of "Kshitij"	<ul> <li>Rs. 15,000/- per day per faculty + applicable taxes for a batch size of 20 maximum</li> </ul>
2.	Training at JCB on various modules of "Kshitij"	- Rs. 25,000/- per day per faculty + applicable taxes for a batch size of more than 20
3.	Training at JKLU on various modules of "Kshitij"	- Rs. 25,000/- per day per batch of maximum 20

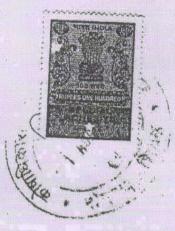
## Terms and conditions

- 1. Soft skill and personality development modules are proposed to be delivered primarily onsite, at JCB facility.
- 2. Basic and advanced engineering modules are proposed to be delivered only at JKLU including practice sessions in lab.
- 3. The rates quoted include the cost of study material.
- 4. The rates quoted for training at JKLU include the cost of 2 teas and lunch for the participants.
- 5. The transportation cost of employees from JCB to JKLU is to be born by JCB.

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students + applicable taxes

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated 11 August, 2014 between

IL&FS Skills Development Corporation Limited (hereinafter called as ISDC), a company incorporated in India and having its Registered Office located at 2nd Floor, Niryat Bhawan, Rao Tula Ram Marg, New Delhi – 110057 (Opp. Army Hospital Research & Referral)

#### AND

JK Lakshmipat University (hereinafter called as JKLU), a university established in 2011 under Rajasthan Private University Act and is headquartered at Laliya Ka Vas, P.O. Mahapura, Ajmer Road, Jaipur – 302 026.

#### HERE,

ISDC is a joint initiative between IL&FS and National Skill Development Corporation (NSDC). During the course of time the Company has established MOU with AICTE (All India Council for Technical Education) for implementation of NVEQF (National Vocational Education Qualification Framework) programs and obtained accreditation from various Sector Skill Councils (SSCs) to run skill development program as per National Occupational Standards (NOS). It has also obtained accreditation from NCVT (National Centre for Vocational Training) to be the VTP (Vocational Training Provider) under MES (Modular Employable Scheme). Knowledge partnerships have been established with sector specific National and International Institutions and Industry associations to ensure that the training programs are relevant to the job market.

JKLU is promoted by the JK Organisation, one of the leading Indian industrial conglomerates with a rich heritage of more than 100 years. The university currently offers various B.Tech, BBA and MBA programs under the Institute of Engineering & Technology (IET) and the distitute of Management (IM). JKLU is considering to offer courses in skill development in alignment with the objectives of National Skill Development Corporation (N. LIC).

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# (1) Principal Understanding:

Both ISDC and JKLU agree to impart high quality training in various short term certificate and diploma courses across sectors for enhancing the employability of the youth by bridging the employability gap. Also this would help in leveraging India's demographic dividend to make our economic growth inclusive.

The three months on campus training will be supplemented by three months of On the Job training (OJT). This additional hands-on experience is expected to significantly enhance the employment prospects of the candidates.

Both organizations believe that the proposed partnership can scale up to enable youth in and around Rajasthan region to find suitable livelihood opportunities. The recent policy framework of Gol such as NVEQF and community colleges model are conducive to vocational skills institutions which will provide horizontal and vertical mobility to the trainees.

#### (2) Scope of this MOU:

#### Current:

To kick start this engagement, following two courses have been identified based upon current level of preparedness of ISDC as well as capability and willingness indicated by JKLU for delivering these programs: 1) Fitter Mechanic

2) Electrician

Broad structure of the two courses is as follows:

- Total course duration 6 months / 24 weeks:
  - o On campus training at JKLU 3 months / 12 weeks
  - On the Job Training (OJT) 3 months / 12 weeks

#### Future:

It is believed that this relationship could be extended in future in broadly two ways:

- a) Offering courses in addition to the ones identified in the current scope where ISDC has the same level of preparedness as in case of the above two courses. JKLU and ISDC will jointly decide on a timeline and mechanism to take up implementation of these courses in the next phase.
- b) Capabilities to delivery altogether new courses, which could be jointly developed by JKLU and ISDC and taken up for implementation.

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Commercial terms and obligations under the current scope of this MOU are as follows:

#### (3) Obligations of JKLU

- (a) Provide ready to use building as per the requirements of the proposed trades, with workshops, labs, library and class rooms with necessary electricity, water supply, etc.
- (b) Labs should be equipped with all Tools and Equipments
- (c) Trainers (Instructors and demonstrators for each domain training as well as other standard modules – Soft skills, communicative English and basics of computers)
- (d) Administration and Management of the Institute
- (e) Raw Material, Consumables, Electricity and other recurring costs pertaining to the training of the candidate.

#### (4) Obligations of ISDC

- (a) Mobilization of the candidate and course marketing
- (b) Placement Linkages and final placement of the candidate
- (c) Training content (for domain training as well as other standard modules - Soft skills, communicative English and basics of computers), including print & Multi Media, training related stationery, etc. and K-yan (training delivery device developed by IL&FS Education & Technology Solutions Ltd. - IETS). Intellectual Property Rights (IPR) of the content would remain with IETS / ISDC.
- (d) Training of Trainer
- (e) Assistance in Academic processes and compliances related to vocational skills programs
- (f) On the Job Training (OJT) support to candidates

#### (5) Certification:

Under the proposed partnership model, upon successful completion of the program, candidates will be awarded a Joint Certificate by ISDC and JKLU along with a Diploma from JKLU. Any additional certification desired, such as from NCVT, SSC, etc. will be arranged by ISDC. Any incremental cost arising of such additional certification will be borne either by ISDC or by the candidate.

#### (6) Commercial Terms:

#### (a) Revenue Sharing:

Under the proposed partnership, the tuition fee realized (net of taxes) for each candidate will be shared by ISDC and JKLU in the ratio 52.5% and 47.5% respectively. All the data related to the trainee and fee realised will be shared by ISDC with JKLU on a periodic basis, in a transparent manner

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and complete payment of JKLU's share will made to them by ISDC before the commencement of every batch.

#### (b) Tuition fee cut off:

The likely fee payable by a candidate for the proposed courses under this MOU as indicated by ISDC is Rs.25,000/- (net of taxes). However, it is agreed that the minimum cut off fee will be Rs. 22,000/- (net of taxes) for any candidate.

#### (c) Batch size cut off:

ISDC has indicated to mobilize around 240 candidates (2 courses X 4 batches per course X 30 candidates per batch) per year for the identified two courses. Since certain cost heads are fixed in nature, the course viability will depend upon a minimum intake of candidates under this arrangement. It is therefore agreed that the minimum cut off batch size will be 25 candidates. Further, to facilitate initial program takeoff, a pilot batch of not less than 10 candidates is permissible.

#### (d) Boarding & Lodging (B&L):

Expenses for Boarding & Lodging (B&L) will be over and above the tultion fee. ISDC has indicated expenses under this head in the range of Rs. 10,000 – 12,000 per candidate for 3 months. Since ISDC has requested JKLU to take up this responsibility, the latter would provide a feedback on the benchmark cost that could then be quoted by ISDC while mobilizing candidates.

#### (e) Taxes:

All fee values as indicated above are net of taxes.

For matters concerning service tax, ISDC has indicated that because of them being NSDC partners, the course fee, provided the same is collected by ISDC, will be completely exempted from service tax.

Any new tax applicable in future will be charged to the candidates as an additional component over and above the stated fees.

#### (7) Insurance:

JKLU shall have its belongings in the said premises insured at its own cost. Fire protection equipments will be kept in running condition during the tenure of this MOU by JKLU.

#### (8) Period of the MOU:

This MOU would be valid for an initial period of one year. However, both partles will mutually review the progress under this MOU after six months, after which, necessary changes if any, including replacing the MOU with a definitive partnership agreement may be considered.

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For courses to be taken up in future, these commercial terms and obligations will be renegotiated and agreed upon mutually.

IL&FS Skills Development Corporation Limited

JK Lakshmipat University

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Authorized Signatory

Authorized Signatory

Name: Rajeev Mathur

Title: Regional head - Rajasthan

Name: Prof. Dr-Ing. Anupam K Singh

Title: Director-IET, JKLU, Jalpur

For courses to be taken up in future, these commercial terms and obligations will be renegotiated and agreed upon mutually.

IL&FS Skills Development Corporation Limited

JK Lakshmipat University

Athunajars 60

340 13-3 Authorized Signatory

Authorized Signatory

Name: Rajeev Mathur

Title: Regional head - Rajasthan

Name: Prof. Dr-Ing. Anupam K Singh

Title: Director-IET, JKLU, Jalpur

# MEMORANDUM OF UNDERSTANDING

For cooperation in the field of education and academic activities of mutual benefit

# BETWEEN

# J.K. LAKSHMIPAT UNIVERSITY

# Laliya Ka Vas, P.O. Mahapura, Ajmer Road, Jaipur- 302 026, India

AND

# SZÉCHENYI ISTVÁN UNIVERSITY

Egyetem tér 1. Győr 9026, Hungary

Széchenyi István University, Hungary and J.K. Lakshmipat University, Jaipur, India (hereinafter, referred to as the "parties") hereby affirm their intent to promote such academic cooperation and exchange as will be for the mutual benefit to both the parties in accordance with a desire to promote cooperation in the areas of mutual interest for the benefit of both the institutions. This Memorandum of Understanding is considered here to include but not limited to:

- 1. Exchange of faculty, students and researchers.
- 2. Cooperation of such activities as joint research, lectures, symposia and country visit for students.
- 3. Exchange of data, documentations and research materials in the fields of mutual interest.
- 4. Work towards cooperative educational program for the future.

Hence, both the parties shall agree to as follows:

Article 1. Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.

Article 2. Both the parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent:

- a) Exchange of faculty, students and researchers
- b) Exchange of scholarly publications and other information in the areas of interest to both the parties.
- c) Joint research and activities.

# Article 3. The provisions relating to the exchange of faculty, students and research scholars are as follows:

- a) The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
- b) The host university will do its best to provide exchange faculty, students and researchers with research space and facilities.

- c) Exchange faculties/students/researchers shall be subject to the rules and regulations of the host university.
- d) The host university will make efforts to provide accommodation and food facilities in their university for the exchange candidates.

Article 4. Both the parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

Article 5. It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Color, Religion, Creed, Language or National origin.

Article 6. Any issue arising from the interpretation or implementation of this agreement will be settled through consultations between the parties or such other means as they may mutually decide.

Article 7. Both the parties will work towards activities of mutual development and respect the aims, objectives and philosophies of the other institution.

Article 8. This agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official six months in advance.

Dr. Upinder Dhar Vice Chancellor JK Lakshmipat University

Jaipur, India

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Date: 19 March, 2012

Dr. Tamás Szekeres

Rector

Széchenyi István University

Széch

Győr, Hungary

29 February, 2012



# INTERNATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN

# ST. CLOUD STATE UNIVERSITY AND J.K. LAKSHMIPAT UNIVERSITY

In order to promote educational excellence, academic ties and international cooperation, St. Cloud State University and J.K. Lakshmipat University agree to establish formal exchange agreements for future activities, both parties will:

• Encourage units to explore the feasibility of initiatives such as student, faculty and research scholar exchanges to promote cross-cultural learning and research;

• Encourage cooperation in such activities as joint research, lectures, symposia and country visits for students and faculty;

• Enable the exchange of data, documentation and research materials in the field of mutual interest;

• Initiate discussions on the cooperative development of future courses and academic programs.

Both of the parties agree that pending the detailed agreement, they will exchange information on activities at both ends related to educational activities and may participate as visitors to each other for specific programs.

JKLU and SCSU can refer to the initialing of the MOU in all communications from July 1, 2011 until December 31, 2011 within which the detailed agreement could be signed by the Co-Chairperson of JKLU and the President of SCSU.

This MOU shall be ratified by both parties as per their internal procedures and can be terminated forth with when so notified by either party. It may be extended by mutual understanding and /or revision of this MOU. This agreement may be extended by mutual understanding and/or a revision of this Memorandum of Understanding. This agreement may be automatically extended based on the expiration date(s) or any agreements implemented under it.

While no specific commitment is made by either party, we support and sign this Memorandum of Understanding in recognition of our mutual interests. The parties agree to consult periodically concerning the status of these explorations and other relevant matters. A joint evaluation of effectiveness should be submitted annually.

St. Cloud State University Authorized Signatory

Ann B. Radwan, PhD Associate VP International Affairs

Initialed by Ben Baliga Date: 01 July 2011 J.K. Lakshmipat University Authorized Signatory

Dr. Upinder Dhar Vice-Chancellor

Date: July 1, 2011

# MEMORANDUM OF UNDERSTANDING

# For Cooperation in the field of education and academic activities of mutual benefit

#### BETWEEN

# J.K. LAKSHMIPAT UNIVERSITY, Jaipur, India AND

HANYANG UNIVERSITY, Seoul, Korea

Hanyang University, Seoul, Korea and J.K. Lakshmipat University, Jaipur, India (hereinafter, referred to as the "parties") hereby affirm their intent to promote such academic cooperation and exchange as will be for the mutual benefit to both the parties in accordance with a desire to promote cooperation in the areas of mutual interest for the benefit of both the institutions, This memorandum of understanding is considered here to include but not limited to:

- 1. Exchange of faculty, students, and researchers.
- Cooperation of such activities as joint research, lectures, symposia and country visit for students.
- 3. Exchange of data, documentations, and research materials in the fields of mutual interest.
- 4. Work towards cooperative educational programs for the future.

Hence, both the parties shall agree to as follows:

<u>Article 1</u> Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.

<u>Article 2</u> Both parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent:

- a) Exchange of faculty, students, and researchers
- Exchange of scholarly publications and other information in the areas of interest to both parties.
- c) Joint research and activities.

<u>Article 3</u> The provisions relating to the exchange of faculty, students, and research scholars are as follows:

- a) The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
- b) The host university will do its best to provide exchange faculty, students, and researchers with research space and facilities.

- c) Exchange faculties/students/researchers shall be subject to the rules and regulations of the host university.
- d) The host university will make efforts to provide accommodation and food facilities in their university for the exchange candidates.

<u>Article 4</u> Both the parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

<u>Article 5</u> It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Color, Religion, Creed, Language, or National origin.

<u>Article 7</u> Any issue arising from the interpretation or implementation of this agreement will be settled through consultations between the parties or such other means as they may mutually decide.

<u>Article 8</u> Both the parties will work towards activities of mutual development and respect the aims, objectives, and philosophies of the other institution.

<u>Article 9</u> This agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official six months in advance.

Dr. Upinder Dhar Vice-chancellor J.K.Lakshmipat University Jaipur, India

Dr. Chong Yang Kim President Hanyang University Seoul, Korea

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Dr. Namjae Cho Director, Indo-ASEAN Business Center Institute of Business Research Hanyang University Korea

Date: 02.08.2010

Date: 02.08.2010

# MEMORANDUM OF UNDERSTANDING

# For Cooperation in the field of education and academic activities of mutual benefit

## BETWEEN

# J.K. LAKSHMIPAT UNIVERSITY, Jaipur, India AND UNIVERSITY OF WALES, United Kingdom

University of Wales, United Kingdom and J.K. Lakshmipat University, Jaipur, India, (hereinafter, referred to as the "parties") hereby affirm their intent to promote such academic cooperation and exchange as will be for the mutual benefit to both the parties in accordance with a desire to promote cooperation in the areas of mutual interest for the benefit of both the institutions. This Memorandum of Understanding is considered here to include but not limited to:

- 1. Exchange of faculty, students and researchers.
- 2. Cooperation of such activities as joint research, lectures, symposia and country visit for students.
- 3. Exchange of data, documentations and research materials in the fields of mutual interest.
- 4. Work towards cooperative educational programme for the future.

Hence, both the parties shall agree to as follows:

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<u>Article 1</u> Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.

<u>Article 2</u> Both the parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent;

- a) Exchange of faculty, students and researchers
- b) Exchange of scholarly publications and other information in the areas of interest to both the parties.
- c) Joint research and activities.

<u>Article 3</u> The provisions relating to the exchange of faculty, students and research scholars are as follows:

- a) The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
- b) The host university will do its best to provide exchange faculty, students and researchers with research space and facilities.
- c) Exchange faculties/students/researchers shall be subject to the rules and regulations of the host university.
- d) The host university will make efforts to provide accommodation and food facilities in their university for the exchange candidates.

<u>Article 4</u> Both the parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

<u>Article 5</u> It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Colour, Religion, Creed, Language or National origin.

<u>Article 6</u> Any issue arising from the interpretation or implementation of this agreement will be settled through consultations between the parties or such other means as they may mutually decide.

<u>Article 7</u> Both the parties will work towards activities of mutual development and respect the aims, objectives and philosophies of the other institution.

<u>Article 8</u> This agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official six months in advance.

Dr. Upinder Dhar Vice Chancellor JK Lakshmipat University Jaipur, India

Prof. Marc Clement Vice-Chancellor University of Wales United Kingdom

Date: 29th July, 2011

Date: 15 June 2011

# UNIVERSITY of HOUSTON



## Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into and is effective as of <u>December 22, 2011</u>, by and between the University of Houston ("UH"), which is a component of a state-supported institution of higher education that is located in Houston, Texas, and <u>JK Lakshmipat University ("JKLU"</u>), is a private university organized under the auspices of the Rajasthan Private Universities Act by the Lakshmipat Singhania Foundation for Higher Learning a Special Purpose Vehicle set up by the well-established Lakshmipat Singhania Education Foundation. UH and <u>JKLU</u> shall be known collectively as the "Parties" and singularly as a "Party" or the "Party".

This Memorandum of Understanding is considered here to include but not limited to:

- 1. Exchange of faculty, students and researchers.
- 2. Cooperation of such activities as joint research, lectures, symposia and country visit for students.
- 3. Exchange of data, documentations and research materials in the fields of mutual interest.
- 4. Work towards cooperative educational programs for the future.

#### Recitals

Whereas, cordial relations exist between UH and JKLU; and

*Whereas*, <u>JKLU</u> and UH have discussed mutual goals regarding academic opportunities for students and faculty; and

*Whereas*, UH and <u>JKLU</u> desire to establish a program to be established and formalized at a later date (the "Program") for the benefit of students of their respective educational institutions;

*Now, therefore*, the Parties enter into this Memorandum of Understanding, in order to memorialize fundamental concepts regarding Program.

#### **Understanding of the Parties**

In contemplation of establishment of the Program, the Parties agree as follows:

#### Article 1 (Objectives)

- A. To contribute further to the regional understanding between both countries (the United States of America and India), both cities (Houston and <u>Jaipur</u>), and both universities (UH and <u>JKLU</u>) through mutual cooperation programs.
- B. To further collaboration between UH and <u>JKLU</u> through academic programs in instruction, research and faculty development among the faculty and students of both institutions.
- C. Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.
- D. Both the parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent;
  - 1. Exchange of faculty, students and researchers.
  - 2. Exchange of scholarly publications and other information in the areas of interest
  - to both the parties.
  - 3. Joint research and activities.

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#### **Article 2 (Responsibilities of Parties)**

- A. Both universities commit themselves to identify concrete areas of academic collaboration and to explore the means to achieve a successful collaboration.
- B. The University officials who will have the responsibility in coordinating the Program for the parties are:

#### For UH:

For JKLU:

Dr. Upinder Dhar

Dr. William E. Fitzgibbon Dr. Jerald W. Strickland

#### **Article 3 (Understanding of Parties)**

- A. Parties understand and acknowledge that they are making a significant commitment to this collaborative effort. Accordingly, Parties agree to expend their best efforts on the design, implementation, and successful continuation of Program.
- B. The provisions relating to the exchange of faculty, students and research scholars are as follows
  - 1. The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
  - 2. The host university will do its best to provide exchange faculty, students and researchers with research space and facilities.
  - 3. Exchange faculties/students/researchers shall be subject to the rules and regulations of the host university.
  - 4. The host university will make efforts to provide accommodation and food facilities in their university for the exchange candidates.
- C. Both the parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.
- D. It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Color, Religion, Creed, Language/or National origin.
- E. Any issue arising from the interpretation or implementation of this agreement will be settled through consultations between the parties or such other means as they may mutually decide.
- F. Both the parties will work towards activities of mutual development and respect the aims, objectives and philosophies of the other institution.
- G. This MOU shall remain effective from the date of execution until the end of the term of five (5) years.
- H. The Parties understand and acknowledge that this Memorandum of Understanding will provide the foundation for a more comprehensive agreement concerning the details of the program; and that this Memorandum of Understanding does not commit the Parties regarding the program.
- I. Parties understand that this program must support through its activities the mission of the University of Houston System and the mission of the University; that the international program may not use the name and official seal of the University or any of its components without the written consent of the president or his/her designee; that the international program is subject to all policies and procedures of the Board of Regents and system administration, and must submit to reporting and auditing requirements as established by the system administration, including consultation with an attorney from the Office of General Counsel.

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J. The Memorandum contains the entire understanding of Parties at this time. If either Party is unwilling or unable to continue with plans for Program, that Party may do so by sending a written notice of regret to the other Party.

*In witness whereof*, the Parties have caused their fully authorized representatives to execute this Memorandum of Understanding.

#### **UNIVERSITY OF HOUSTON**

Name \_Jerald W. Strickland

Signature / Date Name:\_William E. Fitzgibbon, PhD ///06/17\_ Title:\_Dean,College of Technology\_/

Signature

JK LAKSHMIPAT UNIVERSITY

Signature

Name:\_Dr. Upinder Dhar\_ Title:\_\_Vice Chancellor\_\_\_

Note: Modification of this Form requires approval of OGC

Title: Asst. VC/VP International Programs

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