

**GLA University (Track ID: UPUNGN11537)**

Index (2018-19)

**3.7.2 Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years**

**3.7.2.1: Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years**

S. No.	Organisation with which MoU is signed	Name of the institution/ industry/ corporate house	Year of signing MoU	date of signing	Duration	Page No./ Hyperlink
18	National Institute Of Hydrology	Department of Civil Engineering, GLA University, Mathura	2018-19	31-07-2018	3 Years	<a href="#">2-5</a>
19	TI University Programe, EdGate Technologies, Bangluru	GLA University	2018-19	30-10-2018	5 Years	<a href="#">6-13</a>
20	Raja Balwant Singh College, Agra	Department of Civil Engineering, GLA University, Mathura	2018-19	17-11-2018	5 Years	<a href="#">14-16</a>
21	Indian Council of Agriculture Research, New Delhi	NRC_Equines, Sirsa Road, Hisar, Haryana	2018-19	27.11.2018	5 Years	<a href="#">17-24</a>
22	Bentley Institute along with SPA GEO	Department of Civil Engineering, GLA University, Mathura	2018-19	28-11-2018	4 Years	<a href="#">25-30</a>
23	Indian Council of Agriculture Research, New Delhi	Directorate of Rapeseed-Mustard Research Sear, Bharatpur (Rajasthan) - 321303	2018-19	15-01-2019	5 Years	<a href="#">31-33</a>
24	National Research Development Corporation, New Delhi	National Research Development Corporation, New Delhi	2018-19	18-01-2019	5 Years	<a href="#">34-42</a>
25	The Cloud Computing and Distributed Systems(CLOUDS) Laboratories, University of Melbourne, Australia	GLA University, Mathura	2018-19	12-02-2019	3 Years	<a href="#">43-46</a>
26	Quality Council of India (QCI)	Quality Council of India (QCI)	2018-19	19-02-2019	5 Years	<a href="#">47-52</a>
27	Indian Council of Agriculture Research, New Delhi	NBPGR: National Bureau of Plant Genetic Resources, IARI campus, PUSA, New Delhi	2018-19	08-03-2019	5 Years	<a href="#">53-59</a>
28	University of St. Thomas, St. Paul, Minnesota, U.S.A.	Opus School of Management	2018-19	15-04-2019	3 Years	<a href="#">60-62</a>
29	National Institute of Securities Market	National Institute of Securities Market	2018-19	29-04-2019	1 Years	<a href="#">63-68</a>
30	VMware Education Partner, Mohali, Punjab	GLA University, Mathura	2018-19	16-05-2019	3 Years	<a href="#">69-76</a>
31	Global Logic Indian Ltd.	GLA University, Mathura	2018-19	27-05-2019	2 Years	<a href="#">77-81</a>
32	IET, The institution of Engineering and Technology, Bangalore	Department Of Electrical Engineering, GLA University, MATHURA	2018-19	01-06-2019	1 Years	<a href="#">82-85</a>
33	Rubicon Skill Development Pvt. Ltd.	Rubicon Skill Development Pvt. Ltd.	2018-19	18-06-2019	2 Years	<a href="#">86-94</a>

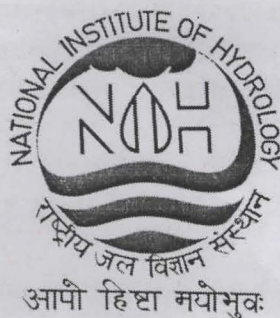
# MEMORANDUM OF UNDERSTANDING

BETWEEN



Mathura, UP 281406

AND



**NATIONAL INSTITUTE OF HYDROLOGY**

ROORKEE

July 2018



## PREAMBLE

WHEREAS, **National Institute of Hydrology** hereinafter called as NIH, is a the premier Institute in the area of hydrology and water resources under the Ministry of Water Resources, River Development & Ganga Rejuvenation( MoWR, RD & GR). The Institute was established in 1978 with the main objective of undertaking, aiding, promoting and coordinating systematic and scientific work in all aspects of hydrology.

WHEREAS, **GLA University** hereinafter called as GLAU, is a renowned private university, which is approved and recognized by the All India Council of Technical Education (AICTE), University Grants Commission (UGC), National Council for Teacher Education (NCTE) and Pharmacy Council of India (PCI), is charged with responsibility of imparting education and technology in all areas of science & technology is committed to bring professional excellence in education and research. It has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A' Grade.


WHEREAS, both NIH and GLAU, now

- Recognizing the importance of using and sharing the Remote Sensing and Geographic Information System (GIS) Technologies in Civil Engineering Department for Water Resource Engineering and Climate Change etc.
- Appreciating the need of collaboration for creation of large reservoir of highly qualified manpower in the area of Groundwater, Environmental Hydrology, Water Quality, Surface Water Hydrology for Water Resources Management.
- Desiring to club their efforts by pooling their expertise and resources.

NOW, THEREFORE, in consideration of the mutual promises made herein and good and valuable consideration, the receipt and sufficiency of which both NIH and GLAU acknowledge, NIH and GLAU hereby agree to sign a Memorandum of Understanding (MoU).

## ARTICLE-I: SCOPE OF THE MoU

This MoU details with the modalities and general conditions regarding collaboration between NIH and GLAU for enhancing, within the country, the availability of highly qualified manpower in the area of hydrology and water resources without any prejudice to prevailing rules and regulations in NIH and GLAU and without any disregard to the mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to NIH and GLAU. The areas of cooperation can be extended through mutual consent.

  
16/8



## **ARTICLE – II: SCOPE OF ACADEMIC INTERACTIONS**

Both NIH and GLAU shall encourage interaction between the Scientists, Research Fellows, Research Scholars, Faculty members and Students of both the organizations through the following arrangements:

Guidance of student projects/thesis in NIH in the area of hydrology and water resources of national interest on mutually agreeable terms as listed below:

- i. A Scientist at NIH may be appointed as a co-guide for a student Registered for a Masters or Doctoral degree at GLAU.
- ii. The students may carry out a part of their Research work/ or project at NIH under the guidance of Scientists of NIH.
- iii. There will be no restrictions on the contents of the project and on publications of results of the projects, subject to the condition that Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- iv. NIH will be free to independently carry out follow-up research on the projects work conducted under this scheme.

## **ARTICLE-III EFFECTIVE DATE AND DURATION OF MoU:**

- a. This MoU shall be effective from the date of its approval by competent authorities at both ends.
- b. The duration of the MoU shall be for a period of 3 years from the effective date.
- c. During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MoU.
- d. Any clause or article of the MoU may be modified or amended by mutual agreement of NIH and GLAU.

## **ARTICLE - IV: CONFIDENTIALITY**

During the tenure of MoU both NIH and GLAU will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for purpose other than in accordance with this MoU.

## **ARTICLE-V: RESOLUTION OF DISPUTES**

In the event of any dispute or difference arising in the implementation of MOU, such disputes shall be resolved amicably by mutual discussion by the Director, NIH and Director, GLAU.

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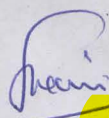


## ARTICLE – VI: MISCELLANEOUS

- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MOU.
- After this MOU has been signed, all preceding understandings / negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU  
EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director



NIH – National Institute of Hydrology,

डॉ. शरद कुमार जैन/Dr. S.K. Jain

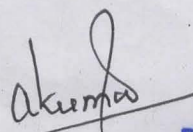
Roorkee

निदेशक/Director

Dated .....

राष्ट्रीय जलविज्ञान संस्थान  
National Institute of Hydrology  
रूड़की/Roorkee 247667

Director



GLAU- GLA University

Dr. A. K. Gupta  
Director

Institute of Applied Science  
& Humanities

Mathura

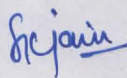
GLA University, Mathura (U.P.)

Dated .....

31/7/18

Witness:

1.



Dr. Sanjay K. Jain  
Scientist G, NIH

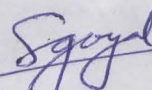
2.



Dr. Manisha Arora  
Scientist D, NIH

Witness:

1.



Dr. SUDHIR GOYAL  
HOD CE Dept, GLA Univ.  
Mathura

2.



Mr. Vinod Kumar (AP)  
DOCE, GLAU, Mathura





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No.	: IN-KA75004123047526Q
Certificate Issued Date	: 30-Oct-2018 03:44 PM
Account Reference	: NONACC (BK)/ kakscub08/ GANGANAGAR1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSCUB0887305235052134Q
Purchased by	: EDGATE TECHNOLOGIES PVT LTD
Description of Document	: Article 12 Bond
Description	: AGREEMENT
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Second Party	: GLA UNIVERSITY
Stamp Duty Paid By	: EDGATE TECHNOLOGIES PVT LTD
Stamp Duty Amount (Rs.)	: 200 (Two Hundred only)

सत्यमेव जयते

Authorized Signatory  
THE HOTEL INDUSTRIALISTS CO-OP. BANK LTD  
Ganganagar Branch, Bangalore-560 132

EDGATE TECHNOLOGIES PVT LTD  
IN-KA75004123047526Q  
RS. 200  
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## Memorandum of Understanding (MOU)

The Agreement (MOU) is executed on 30<sup>th</sup> October 2018 and shall be effective from 30<sup>th</sup> October 2018 by and between **EdGate Technologies Pvt Ltd** (Hereinafter referred as EdGate) a company incorporated under the companies Act 1956, having its registered office at #68, 15<sup>th</sup> Cross, 1<sup>st</sup> Block, R.T.Nagar, Bangalore – 560032

And

**GLA University, Mathura** (Hereinafter referred as GLA University) which is located in 17KM Stone, NH-2, Mathura – Delhi Road, PO Chaumuhan, Mathura – 281406, Uttarpradesh, India.

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclsestamp.com". Any discrepancy in the details on this Certificate will be available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.



## **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 GLA University, Mathura.**

G.L.A. University, which is situated at the birth place of Lord Krishna, Mathura. The University runs courses leading to Ph.D., M.Tech, B.Tech, MCA, MBA and Diploma in various disciplines of Engineering. The institute was accorded the status of a university under the U.P. State Legislative Act of 2009 (UP Act 21 of 2010). *GLA University is accredited with 'A' grade by NAAC.*

Spread across 110 acres of land, the university is home to more than 12,000 students enrolled in a variety of professional courses. Well designed and maintained buildings, contemporary laboratories, spacious residential complexes and recreational facilities make the GLA campus one of the best in the region providing its students an ideal environment to hone their skills in an increasingly competitive and demanding world.

With an alumni base of more than 17,000 students, GLAians are establishing a reputation to make a difference wherever they go. The university employs over 600 qualified teachers and over 700 staff members. The institution is headed by renowned academicians dedicated to its holistic growth and a focus on helping their students become successful citizens and professionals.



**ASHOK KUMAR SINGH**  
Registrar  
**GLA UNIVERSITY,**  
**MATHURA (U.P.)**



### 3. Brief Introduction about EdGate Technologies Private limited

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

*Ashok Kumar Singh*

ASHOK KUMAR SINGH

#### 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 industry-standard 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.

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

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

- a) Curriculum: EdGate will provide the Curriculum for Texas Instruments Labs. GLA University, Mathura. should find ways to incorporate curriculum in their syllabus.
  - b) Lab Setup: GLA University, Mathura. will set up a lab which will be entitled "Texas Instruments Innovation Lab" at its premises.
  - c) Faculty Development Program: GLA University, Mathura. will organize at least one faculty development program 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 faculty development program. EdGate Technologies Pvt Limited will help the college in conducting this program.
  - d) Workshops/Events: If the College wishes to organize a national event in the area of TI Platform, 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. GLA University, Mathura. will provide certificates for the participants of such programs.(Valid for 1 year only)
  - f) TI Lab Engagement Program: EdGate Technologies Pvt. Limited will help the College Name to get engaged into the TI Innovation Center Labs under this program over a period of 3 months at three different levels i.e., Basic, Intermediate and Advanced.
5. a) Contribution from GLA University, Mathura. 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.



ASHOK KUMAR SINGH  
Regd. Director  
GLA UNIVERSITY  
MATHURA (U.P.)

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b) GLA University, Mathura, should set up lab based on below:

Sr. No.	Item	Quantity	Approximate Cost
	Cost of <b>Texas Instruments Innovation Center:</b> Below items will be delivered	Below Package	<b>4.00 LAKHS</b>
1.	<b>ROBOTICS ADVANCE CONTROL AND IOT</b>		
A	Robotics System Lab Kit	8	
B	Senzband with Mind Sync and Memorie App	3	
C	RSLK compatible sensors and Bluetooth Module	3 Set	
A	PIR sensor		
B	HM-10 Bluetooth module		
C	ultrasonic sensor		
D	Servo motor		
E	moisture sensor		
F	Buzzer		
G	Dedicated Edgate Apps for RSLK		
2.	<b>DSP Image Processing Lab.</b>		
A.	TMS320C6748 DSP Development Kit with XDS100 v3 JTAG Emulator and Camera.	1	
3.	<b>Analog Attach MCU Labs (ARM)/Embedded Lab: A secondary Element that attached to Micro controller Lab</b>		
A	CC110L Booster pack	2	
B	TIVA TM4C123G Launch pad Bundle	5	
C	Sensor Hub Booster Pack bundle	2	
4.	<b>Connectivity Attach Lab (Ultra Low Power Lab/Internet of Things Lab (IOT)) : A secondary Element that attached to Micro controller Lab Or stand alone solution focusing on connectivity</b>		
A	MSP430 Solar Energy Harvesting Development Tool	1	
B	BOOSTXL-CC2650MA	2	
C	Simple Link Wi-Fi CC3100 Booster Pack	2	

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Registrar  
GLA UNIVERSITY,  
MATHURA (U.P.)





D	CC3220SF-LAUNCHXL	2	
E	MSP430F5529 USB Launch pad Evaluation Kit	4	
F	Sensors: Sound Sensor 3-Axis Accelerometer Ultrasonic Sensor Electret Microphone Water Sensor Temperature Sensor Light Sensor	1 Each	
5.	<b>Training for Faculty(Advance Robotic Control and IOT)</b>	3 Days	
6.	Training to students(IOT Training) : Registration Material to all participants ( Pens, Pads, Folders)- Internet facility is must for workshop, Certificate to all participating students	50- students/ 20 – faculty (3 Days for students)	
7.	TI Lab Poster and TI Lab Signage(Branding Material)	1 Set	

**Terms and Conditions :**

1. **Payment:** 50% Payment in advance and 50% Payment against Delivery.
2. **Warranty:** 1 Year
3. **Validity:** TIIC Agreement is perpetual and Training agreement is valid for one year only.
4. **Taxes:** GST @18%

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

**6. GLA University, Mathura. – Texas Instruments Innovation Center (TIIC)**

EdGate Technologies 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. TI- Robotics System Learning
- f. Digital Signal Processing Lab.

*[Signature]*

**ASHOK KUMAR SINGH**  
Registrar  
**GLA UNIVERSITY,**  
**MATHURA (U.P.)**





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.

**7. GLA University, Mathura. – TIIC will bring in the following core values:-**

**Colleges:**

- Analog System Design Lab using ASLK PRO
- Ultra Low power Microcontroller Lab
- Robotics System Learning Kit (TI-RSLK)
- 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

**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.

**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



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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.

For GLA University, Mathura.



Director  
ASHOK KUMAR SINGH  
Registrar  
GLA UNIVERSITY,  
MATHURA (U.P.)

For EdGate Technologies Pvt Limited



Director.

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उत्तर प्रदेश UTTAR PRADESH

PREAMBLE

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WHEREAS, **Raja Balwant Singh College, Agra** hereinafter called as **RBS**, is a the premier institute, which is deeply involved in constant innovation, inclusive education, harnessing technology and invigorating pedagogical practice in teaching and research in the area of science and technology and is affiliated to Dr. B. R. Ambedkar University, Agra. It has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A<sup>+</sup>' Grade.

WHEREAS, **GLA University** hereinafter called as **GLAU**, is a renowned private university, which is approved and recognized by University Grants Commission (UGC) is charged with responsibility of imparting education and technology in all areas of science & technology, and is committed to bring professional excellence in education and research. It has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A' Grade.

WHEREAS, both RBS and GLAU, now

- Recognizing the problems of raising successful crops on drylands;
- Appreciating the need of collaboration for evolving cropping system and to investigate the production potential of intensive crop sequences;
- Acknowledging the need to motivate the farmers to adopt indigenous and profitable methods and techniques of Organic Farming without the use of chemicals, pesticides, insecticides, & weedicides.
- Encouraging farmers to adopt scientific methods of farming including soil and seed testing and most importantly save the grain concept through biotechnology applications.
- Desiring to club their efforts by pooling their expertise and resources.

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- Recognizing the need of research collaboration in the areas of biotechnology, pharmacy, computer applications and related engineering disciplines.

The two parties hereby intend to work towards sustainable development in science and technology at GLAU for promoting excellent quality manpower to help the farmers of Etah, Agra, Bharatpur, and Mathura in organic farming, soil and water conservation, and reclamation of Salt Affected Soil and use of Saline Water in Agriculture fields.

NOW, THEREFORE, in consideration of the mutual promises made herein and good and valuable consideration, the receipt and sufficiency of which both RBS and GLAU acknowledge, RBS and GLAU hereby agree to sign a Memorandum of Understanding (MoU).

#### **ARTICLE-I: SCOPE OF THE MoU**

This MoU details the modalities and general conditions regarding collaboration between RBS and GLAU for enhancing, within the country, the availability of highly qualified manpower in the area of hydrology and water resources without any prejudice to prevailing rules and regulations in RBS and GLAU and without any disregard to the mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to RBS and GLAU. The areas of cooperation can be extended through mutual consent by adding appendix.

#### **ARTICLE – II: SCOPE OF ACADEMIC INTERACTIONS**

Both RBS and GLAU shall encourage interaction between the Professors, Scientists, Research Fellows, Research Scholars, Faculty members and Students of both the organizations through the following arrangements:

- a. Guidance of students projects/thesis in RBS in the area of hydrology and water resources of national interest on mutually agreeable terms as listed below:
  - i. A Research Scientist or professor at RBS may be appointed as a Research Guide for a student registered for a degree at GLAU.
  - ii. The students will carry out their Research work/ or project at RBS under the guidance of scientists or professors of RBS.
  - iii. There will be no restrictions on the contents of the project and on publications of results of the projects, subject to the condition that Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.

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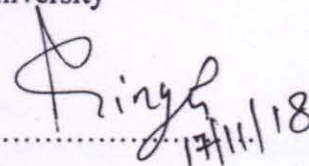
- iv. RBS will be free to independently carry out follow-up research on the projects work conducted under this scheme.
- v. If the outcome of a project related to product development, process, technology and design etc which involves matter of secrecy and concern with security of the State and Country the same will not be allowed for publication/printing in any form such as electronically / verbal etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.

### ARTICLE-III EFFECTIVE DATE AND DURATION OF MoU:

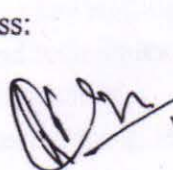
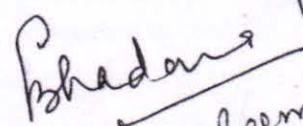
- a. This MoU shall be effective from the date of its signing by competent authorities at both ends.
- b. The duration of the MoU shall be for a period of 5 years from the effective date.
- c. During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MoU.
- d. Any clause or article of the MoU may be modified or amended by mutual agreement of RBS and GLAU.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

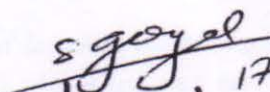
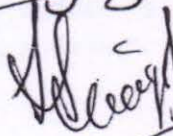
Principal   
 RBS – Raja Balwant Singh College  
 Agra UP  
 Dated .....

Registrar  
 GLAU- GLA University  
 Mathura UP  
 Dated ..... 

Witness:

1.  17.11.18  
 2.  Dr. Seema Bhadani  
 17/11/2018

Witness:

1.  17/11/18 Dr. S. Goyal  
 2.  Dr. S. Goyal  
 17/11/2018





हरियाणा HARYANA

U 130903

### Memorandum of Understanding

between

**ICAR-National Research Centre on Equines**

and

**GLA University, Mathura, UP**

for

Promotion of inter-institutional research collaboration, staff and Students' Training/Postgraduate Research

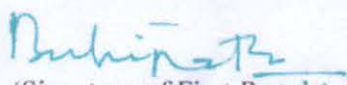
This Memorandum of Understanding (hereinafter referred to as MoU) is made on this **27<sup>th</sup> day of the month of November in the year 2018** by and between the **ICAR-National Research Centre on Equines** having its Head Office at Hisar [hereinafter called First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on the ONE PART and the **GLA University, Mathura** having its headquarters at Mathura [hereinafter called Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).


The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of inter-institutional research, staff and students' training and postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012- HRD dated 25 April 2014 or as revised from time to time.

WHEREAS the "First Party" is involved in basic and strategic research on equine health and production and conservation, characterization and distribution of animal microbes (specific mandated domain within the approved disciplines/divisions),

AND WHEREAS the "Second Party", established vide Act No 21 of 2010 of Govt. of Uttar Pradesh and recognized (under section 2F) by UGC vide its letter number- F.No. 8-20/2010(ccp-1/PU Dated November 2010 at its Department of Biotechnology is involved in high quality of research in niche areas like biotechnology, microbiology, immunology, virology and molecular biology.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

  
(Signature of First Party)

  
(Signature of Second Party)

ASHOK KUMAR SINGH 1 | Page  
Registrar  
GLA UNIVERSITY,  
MATHURA (U.P.)



4293 27/1/78 1001  
Sold  
Affidavit  
Through  
D. D. Datta or R. C. E. May  
Ranjit Singh  
Stamp Candra. HISAR



## **Article 1. Scope**

- 1.1 The objective of MoU is promotion of inter-institutional research collaboration, staff and students' training and postgraduate research in cutting edge areas by facilitating scientists, staff and students to seek specialized guidance and facilities of both the Institutes.
- 1.2 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for **Master's (MSc, MVSc) and Doctorate (PhD)** The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.3 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.
- 1.4 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.
- 1.5 There shall be an exchange of staff and students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

## **Article 2. Management**

- 2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU. An advisory committee may be constituted for this purpose with the members from both the parties.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

## **Article 3. Exchange of Information**

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

*Pinget*

*alal* *Chaf*

*Radwinder*

*Shrey*



- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes with mutual consent.

#### **Article 4. General Provisions**

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of staff and students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified vide Letter No. 2-8/2012-HRD dated 25 April 2014 or revised guidelines, if any, as may be issued from time to time.
- 4.5 The student would invariably be the senior author for the publications arising out of the research work conducted at the AU/DU/Institutes, followed by Major Guide/Advisor and Co-Major Advisor/Co-Guide in that order. The names of corresponding author/additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student and Major Guide/Advisor.
- 4.6 The partnering institutions may ensure that the student submits at least one paper from Master's thesis and two papers from Ph.D. thesis before thesis submission in order to prevent students leaving the institute(s) without any research publication from the thesis.
- 4.7 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.8 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.9 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

*Singh*

*deed*

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*Rabinder*

*Shank*



- 4.10 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.
- 4.11 The ICAR scientists pursuing their PhD degrees after completing their PhD course work at ICAR-DUs may be allowed to do their research work at the institute where they are posted, in view of shortage of scientists/faculty.
- 4.12 The objective(s) for research work for a student coming from such an institution should be exclusively different as far as possible.
- 4.13 RAs/SRFs, who have completed their course work and are working under different research projects in an Institute may be permitted to join a degree programme only with a University recognized by UGC/ICAR-AU system with bilateral MOU on IPR issues. However, PI of the project with the approval of Director may have to issue a certificate that the regular research work of the project will not be hampered on account of joining of RA/SRF for the degree programme. The RA/SRF will not avail leave for completing the research work for the degree.
- 4.14 The partnering institute(s) would be expected to make reasonable contribution in the form of intellectual input to the student's research problem and may not merely serve as a source of providing samples/facilities for the study.
- 4.15 The efforts will be made for conservation of animal cultures (bacteria, viruses or fungi) isolated in the study by deposition to the National Centre for Veterinary Type Cultures.

#### **Article 5. Intellectual Property Rights**

- 5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

The IPRs shall rest with the institution where the major part of the research work was carried out by the student. In the event of equal amount of work being carried out at both the AU/DU and ICAR Institute, patents/protections/knowledge generated will be shared in proportion as per the 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time.

#### **Article 6. Admission and Fees**

- 6.1 All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party.

*Singh*

*alish* *Chand*

*Balinder* *Chand*




The criterion for allocation of Major Guide/Advisor will primarily be governed by the intellectual input and time duration devoted for carrying out the research work at a particular institution. It may be decided by mutual consent, keeping in view the MOU signed between partnering institutions. If the major guide is from ICAR Institute, the co-guide will be from partnering university and vice-versa.

**Fee Structure:** The students shall be uniformly charged a fee of Rs. 20,000/- for training/research/dissertation up to duration of 3 months and @ Rs. 30,000/- per semester for the work exceeding three months. The fee structure is to be reviewed periodically after two years by the AU/DU or the ICAR Institute, as the case may be. However, the students may be charged a fee of Rs. 10,000/- for training duration of three months not leading to a dissertation/degree.

- 6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.
- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.
- 6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

#### **Article 7. Entry into effect, modification and termination**

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for five years extendable up to another five years. Both parties shall review the status of the MoU at the end of every two year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be











terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.



(Signature of First Party)

( B. N. Tripathi )

निदेशक

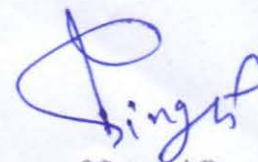
Director

भाकृअनुप राष्ट्रीय अश्व अनुसंधान केन्द्र

ICAR National Research Centre on Equines

सिरसा रोड़, हिसार- 125001 ( हरि. )

Sirsa Road, HISAR-125001 (Hry.)

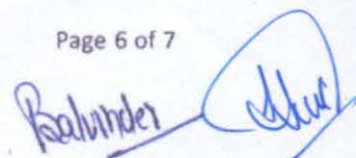


(Signature of Second Party)

ASHOK KUMAR SINGH

Registrar

GLA UNIVERSITY,  
MATHURA (U.P.)





This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

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

(Name and Address of the First Party)

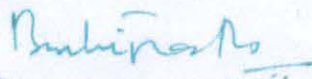
(Name and Address of the Second Party)

Dr B.N. Tripathi,  
Director  
ICAR-NRC on Equines  
Tel No. 1662-275787

Dr Ashok Kumar Singh,  
Registrar,  
GLA University, Mathura  
Tel. No. 05662-250900 (extn. 906)

Date: 27.11.2018

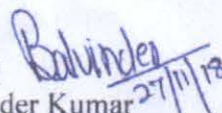
Date: 27.11.2018

  
निदेशक  
Director  
भाकृअनुप राष्ट्रीय अश्व अनुसंधान केंद्र  
ICAR National Research Centre on Equines  
सिरसा रोड, हिसार-125001 (हरि.)  
Sirsa Road, HISAR-125001 (Hry.)

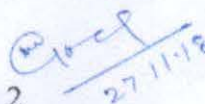
  
Signature with Seal

ASHOK KUMAR SINGH  
Registrar  
GLA UNIVERSITY,  
MATHURA (U.P.)

Witness 1  
Dr Balvinder Kumar  
Principal Scientist,  
I/C PME Cell,  
ICAR-NRCE, Hisar

  
27/11/18


Witness 2  
Dr Rajender Kumar  
National Fellow,  
ICAR-NRCE, Hisar

  
27/11/18

Witness 1  
Prof. Anoop Kumar Gupta  
Director IAH,  
GLA University Mathura



Witness 2  
Prof. Shoor Vir Singh  
Head  
Department of Biotechnology,  
GLA University Mathura

  
27/11/2018



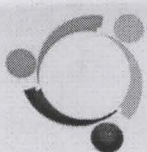
# MEMORANDUM OF UNDERSTANDING

BETWEEN



Mathura, UP 281406

AND



**Bentley  
Institute**

**Spageo**  
go geographic

This Memorandum of Understanding (MOU) is made on this day, the **28<sup>th</sup> Nov 2018** between **GLA University**, (here after referred as Group) located at 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) INDIA and **BENTLEY Institute, Bentley systems India pvt ltd** along with **SPA GEO technologies pvt ltd** located at 8A, 3<sup>rd</sup> floor, Mahaluxmi metro tower C2 Sector 4 Vaishali Ghaziabad 201010

## Whereas

**Group** GLA university, aims to realize its objective of enhancing youth empowerment through technical education. This institute caters to various engineering disciplines, focusing on learning, industry engagement of students, innovative and inclusive pedagogy, and ethics.

*Confidential Bentley*



GLA University aims at effective transfer of knowledge, pursuit of truth and moulding the students to become ideal citizens of the country. Within a short span of time, the Institution has emerged to be one of the most preferred institutions for the engineering aspirants in Uttar Pradesh.

**Bentley Institute** is the global leader dedicated to providing architects, engineers, geospatial professionals, constructors, and owner-operators with comprehensive software solutions for sustaining infrastructure. Founded in 1984, Bentley has more than 5,000 colleagues in 50 countries, more than \$800 million in annual revenues, and since 2005 has invested more than \$1 billion in research, development, and acquisitions.

**SPA GEO Technologies Pvt. Limited**, is geospatial solutions and service provider and Bentley Institute Authorised Training programs for Engineering Institutes. SPAGEO has signed partnership agreement with Bentley Systems International Ltd. as Bentley Institute Academic Service Partner. We will be delivering Bentley Institute Academic Courses at GLA university premises in collaboration to the GLA students with the objective to develop technical skill among GLA students and bridge the technical gap of demand and supply of engineering discipline industry. Training Programs / Courses will be conducted on STAAD.Pro, Microstation, ContextCapture, LUMNRT, Open Road Design, Open Rail, Haested, WaterGEMS and SewerGEMS and 50 other products of Bentley in engineering design and complete project lifecycle and Design, Construction, Operation, Management ecosystem. We will also be SPAGEO will also be working on existing GLA facilities for the GLA internship program and industrial training on various engineering discipline.

**Objective:**

The pure motto of this MOU is to provide a platform for GLA University graduates, who are perusing their career in the discipline of Civil engineering, to get trained and acquire the desired skillset on the technologies in demand of the concerned field.

SPA GEO is the implementation partner on Bentley Solutions, is an authorized channel Partner for Bentley Systems.

*Confidential Bentley*



Bentley System is a market leader in the mentioned domain of Architecture, Engineering and Construction(AEC) and looks forward to development of skilled hands, in association with GLA University, on its software product family.

Bentley Institute has an academic bundle of 50+ software for students and hopes to fulfill the gap of academia and skilled required by the industry through its fulfilling partnership with GLA University. Bentley also aim to accomplish the following -

- a) To build Bentley Powered BIM Advancement lab at GLA University.
- b) To Train the Faculties through virtual Faculty Development Program
- c) To partner with GLA University for Events to improve Industry Institute collaboration.
- d) To be a technology partner for GLA University for projects undertaken by GLA University which implements BIM and Bentley technologies.
- e) To provide e- Learning facility for students
- f) To Train the Civil Engineering Students on technology used by the industry.
- g) To have Bentley Student & Faculty Ambassadors to represent the Institute.
- h) To make Students ready to participate in Bentley Student Design Competitions.

**Scope of Engagement of this MOU -->>GLA University – SPA GEO technologies pvt ltd - Bentley Institute**

**Scope of Engagement: GLA**

- BIM Advancement Lab launch at GLA
- Integrating Bentley software with course curriculum
- To work in tandem with the Bentley's industrial and domain experts to design an elective for the course of GLA University for the concerned departments of Civil Engineering
- Submission of Roaster/Details of students participating in any activities to Bentley
- To provide approximately 150+ entries for Bentley's global design competition every year from GLA University.



- Nominating two faculty and student ambassadors from GLA University.
- Hosting annual regional faculty development program at GLA University
- Students can act as Bentley Student Ambassador to bridge the gap between academic learning and the technology skills needed by industry.

#### **Scope of Engagement: SPA GEO technologies pvt ltd**

- SPA GEO technologies shall be responsible for setting up Bentley BIM Advancement Lab in the civil department and installing / licensing Bentley Academic Subscriptions on the computers identified by the Institution for training purpose.
- SPA GEO technologies shall support the execution by helping in Setting up the laboratory, licensing support, Installation support and providing Basic training post the setting up of laboratory.
- Through Bentley STUDNETserver, SPA GEO technologies will provide Student home use licenses for all the students undertaking the training.
- SPA GEO technologies shall issue "Bentley course completion Certificate" to each of the students after completing the course successfully.
- Project based Training will also be provided at specified cost by SPA GEO.
- Bentley STUDNETserver home use licenses will be provided for students on the module that they have learnt.

#### **Scope of Engagement: Bentley Institute**

- Empowering GLA University with Bentley solutions for setting up BIM Advancement LAB on campus
- Bentley Institute will join hand with Faculty development program for GLA University - once a year
- Bentley Certificate to all the training participating students.
- Certificate of coordination to all the faculty and students Ambassadors
- Orientation sessions on campus premises - once in six months
- Virtual sessions and Webinars on topics of concern - once a quarter
- Engagement with Faculty Ambassador(FA) and Student Ambassador(SA) for learning and development of skillset on campus
- Bentley team will join hands with Faculty Ambassadors of GLA University to add our solutions into the Academic curriculum



- Bentley technology State level design competition at GLA University campus – once a year
- Recommendation Letter to every active Student Ambassador.
- The Bentley STUDENTserver provides students with a variety of academic resources and gain access to online training
- Bentley Student Design Competition gives students an opportunity to explore the crucial and rewarding work of designing, building, operating and sustaining the world's infrastructure.

#### MOU Effective Date

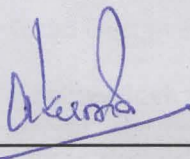
This MOU shall be in force for a period of **four academic years** from the date of signing and will be renewed / refreshed on mutually agreed terms and conditions. The agreement can be canceled from either sides, by giving written communication, two months in advance.

This Memorandum of Understanding shall be effective from the date of signing by all the parties.

This Memorandum of Understanding is made on this day **28<sup>th</sup> November 2018**

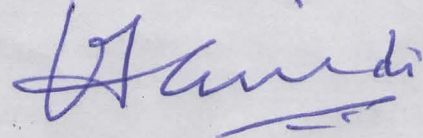
#### Designated Representatives

GLA University



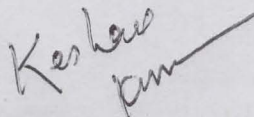
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BENTLEY INSTITUTE



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SPA GEO Technologies Pvt. Limited.



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**EXECUTION TERMS ARE MENTIONED HERE UNDER**

Execution support shall be extended by SPA GEO technologies in the following areas:

1. Support in setting up the Bentley Laboratory by means of providing necessary IT Support and Technical expertise.
2. Providing necessary licenses and Installation of Bentley products in the Laboratory.
3. Through Bentley STUDENTserver, SPA GEO technologies will provide Student home use licenses for all the students undertaking the training.

SPA GEO technologies shall also provide Paid Trainings if required on subsidized rates on BENTLEY Products at the above established laboratory. The details of the paid trainings are as below:

SR. NO.	COURSE TITLE	DURATION (HRS.)
1.	2D/ 3D Modeling using <b>Microstation</b>	12 Hours
2.	Structural Design & Analysis using <b>Bentley STAAD.Pro</b>	18 Hours
3.	Water Distribution design and Modeling using <b>WaterCAD /WaterGEMS</b>	12 Hours
4.	Sewer Design & Modeling using <b>SewerCAD/SewerGEMS</b>	12 Hours
5.	Road Design & Analysis using <b>Open Road Design/ Open Rail/MXROAD</b>	18 Hours
6.	Reality Mesh and 3d Modelling using <b>Contextcapture</b>	12 Hours
7.	Urban design and simulation using <b>LUMNRT</b>	12 Hours
8.	GIS maps preparation using <b>Bentley MAP</b>	18 Hours
9.	LIDAR Data processing	
10.	Digital Photogrammetry	
11.	<i>To be added for other software's</i>	





उत्तर प्रदेश UTTAR PRADESH

EM 675635

## Memorandum of Understanding

Between

**Directorate of Rapeseed-Mustard Research**

And

**GLA University, Mathura, UP**

In accordance with a desire to promote cooperation in area of mutual interest for the benefits of both the institutions, Directorate of Rapeseed-Mustard Research, Sear, Bharatpur(Rajasthan) and GLA University, Mathura (State private university) hereby enter into the following agreements as per ICAR communication (Letter No. 2-8/2012- HRD dated 25 April 2014 or as revised from time to time)

This MoU hereinafter University refers to GLA University, Mathura (established vide F.No. 8-20/2010(cpp-1/PU Dated 16 November 2010) by Govt. of Uttar Pradesh vide Act No 21 of 2010 and recognized (under section 2F) by University Grant Commission and Institute refer to Directorate of Rapeseed-Mustard Research (DRMR) and **scope of MoU will be Masters, Doctoral and Training programme.**

**Article 1.** Directorate of Rapeseed-Mustard Research, Sear, Bharatpur and GLA University, Mathura shall engage in the cooperation in the field of communication interest within the mandate of the both the institutes and shall develop joint research proposal in these fields.

**Article 2.** Joint activity will be established by natural agreement of both the parties. These projects are undertaken to enhance the exchange of scientific knowledge and cultural condition at the global level in keeping with the commitment of both parties to international scientific and cultural exchanges.

ASHOK KUMAR SINGH  
Registrar  
GLA UNIVERSITY,  
MATHURA (U.P.)

Director  
Directorate of Rapeseed Mustard Research  
Bharatpur-321303 (Raj.)



**Article 3.** With agreed fields of interest, both parties shall seek to engage in the following types of cooperation subject to the future agreements

- a) Exchange of faculty and students for teaching and research , student exchange are based on the understanding the exchange are matched one for one by each institution.
- b) Subject to later agreements, exchange of scholarly publication and other information the areas of interest to both parties, including library collection and laboratory services.
- c) Joint curriculum development in support of Undergraduate classes.
- d) Joint research activity by the faculties can be undertaken.
- e) Exchange of scholars for seminar, conferences and other academic meetings.
- f) Guide/co guide as per the mutual understanding between DRMR and GLA University and the research publication authorship will be given on mutual understanding among research groups.

**Article 4.** The duration of exchange visit will be determined by mutual consent. Such visit may be for one year, two year one semester or shorter.

**Article 5.** The two parties will designate individuals with responsibility for the coordination and implementation of this agreement with approval of competent authority of both Directors DRMR and GLA University.

**Article 6.** Both parties understand that all financial agreements will have to negotiate separately and will depend on the availability of funds.


**Article 7.** Both parties agree to exercise their best efforts in securing outside funding for joint projects.

**Article 8.** Both parties acknowledge that visit by faculty and student from one party to other shall be subject to the availability of funds and shall comply with the regulations and policies of the DRMR, Bharatpur and the GLA University Mathura.

**Article 9.** It is understood that the DRMR and GLA University subscribe to the principles of equal opportunity and do not discriminate on the basis of race, sex , age, caste and religion. Both the institutes shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.

**Article 10.** Both parties shall review the status of the agreement at the end of each three year period to determine any modification whenever necessary. The period of validity of this agreement may be extended by mutual consent.

**Article 11.** Either party may modify/terminate this agreement with written notification signed by competent authority of the party initiating termination. Such notification must be given at least six months in advance of the effective date of termination.

  
**ASHOK KUMAR SINGH**  
Registrar  
GLA UNIVERSITY,  
MATHURA (U.P.)

  
15.1.19  
**Director**  
Directorate of Rapeseed Mustard Research  
Bharatpur-321303 (Raj.)



## Intellectual Property Rights

Any IPR issue emanated from joint research under this MoU will be the joint property of the university and institute. IPR issue will be patented as joint patent. Benefit emanated from commercialization from developed technology under this MoU will be shared between University and institute.

## Admission and Fees

Admission of the students and the award of degrees for different programmes will be the responsibility of the GLA University as per the rules and regulations.

Allotment of the students at the DRMR Bharatpur will be done by the approval of Director of the DRMR Institute and Vice-Chancellor/Head of the Institution of the GLA University.

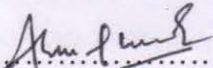
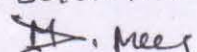
Fee will be charged by the DRMR Bharatpur will be charged as per the ICAR guidelines (Approved vide letter no. F.No. 2-8/2012/HRD dated 1/12/2012) students will deposit fee Rs.20,000/- for training and research up to duration of 3 months and Rs 30,000/- per semester (six months) for training, research, dissertation. Any change in fee structure by ICAR/CIRG will be applicable and should be followed by the institute.

Director

DRMR, Bharatpur

  
15.1.19  
Director  
Directorate of Rapeseed Mustard Research  
Bharatpur-321303 (Raj.)

Witness1.....

  
(DR ARUN KUMAR)  
SR. SCIENTIST  
  
Dr. M.D. Meena  
Scientist

Witness2.....

(Dr. M.D. Meena)  
Scientist

Registrar

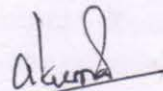
GLA, University, Mathura

  
ASHOK KUMAR SINGH  
Registrar  
GLA UNIVERSITY,  
MATHURA (U.P.)

Witness.1 Prof. Anoop Kumar Gupta

Director IAH

GLA, University, Mathura

  
Dr. A. K. Gupta  
Director  
Institute of Applied Sciences  
& Humanities  
GLA University, Mathura (U.P.)

Witness.2 Prof. Shoor Vir Singh

Head,

Department of Biotechnology

GLA University, Mathura

  
Dr. S.V. Singh  
Professor & Head, Dept. of Biotechnology  
GLA University, Mathura (U.P.), INDIA



# MEMORANDUM OF AGREEMENT

BETWEEN



## **NATIONAL RESEARCH DEVELOPMENT CORPORATION**

(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)

20-22, ZAMROODPUR COMMUNITY CENTRE  
KAILASH COLONY EXTENSION, NEW DELHI 110048

AND

## **GLA UNIVERSITY**

17<sup>TH</sup> STONE, NH-2, MATHURA-DELHI ROAD, P.O. CHAUMUHAN,  
MATHURA, UTTAR PRADESH, INDIA

2018





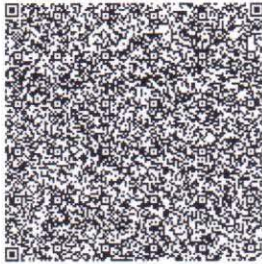
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### Government of National Capital Territory of Delhi

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Property Description	: Not Applicable
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#### **MEMORANDUM OF AGREEMENT BETWEEN**

#### **NATIONAL RESEARCH DEVELOPMENT CORPORATION**

(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)  
20-22, ZAMROODPUR COMMUNITY CENTRE  
KAILASH COLONY EXTENSION, NEW DELHI 110048

**AND**

#### **GLA UNIVERSITY**

17<sup>TH</sup> STONE, NH-2, MATHURA-DELHI ROAD,  
P.O. CHAUMUHAN, MATHURA-281406, UTTAR PRADESH



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**PROF. DURG SINGH CHAUHAN**  
VICE-CHANCELLOR  
GLA UNIVERSITY  
MATHURA(U.P.)



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 18<sup>th</sup> day of JANUARY, 2018

### **BETWEEN**

**National Research Development Corporation**, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India, dealing within the meaning of and registered under the Companies Act, 1956, having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi-110 048 (hereinafter called '**NRDC**' which expression shall include its successors in interest/business and permitted assigns) of the one part;

### **AND**


**GLA University**, a private University accorded the status of a university under the U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and accredited with 'A' grade by NAAC and having its Campus at 17<sup>th</sup> Stone, NH-2, Mathura-Delhi Road, P.O. Chaumuhan, Mathura, Uttar Pradesh, India (hereinafter called '**GLAU**' which expression shall, where the context so admits, include its successors in interest/business and permitted assigns) of the other part.

**WHEREAS 'NRDC'** is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories, universities, UGC-recognized universities including the private universities and institutions. Since its inception, '**NRDC**' has already transferred to industry and successfully commercialised a large number of technologies both in India and abroad.

**WHEREAS, 'GLAU'** is UGC recognized, and NACC A-grade accredited and engaged in education, research and extension activities encompassing all aspects of Engineering, Applied Sciences, Management, Education, Bio-Technology, Microbiology and Immunology, Pharmaceutical Sciences and Entrepreneurship.

**AND WHEREAS 'GLAU'** and '**NRDC**' recognise the respective strengths of the two organisations and accordingly agree to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.



2   
**PROF. DURG SINGH CHAUHAN**  
VICE-CHANCELLOR  
GLA UNIVERSITY  
MATHURA (U.P.)



Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. Subject to the conditions hereinafter contained '**GLAU**' agrees to assign its technologies/ Know-hows(s) to '**NRDC**' free from encumbrances and developed by **GLAU** for sole and absolute right of marketing and licensing for commercial exploitation by '**NRDC**'.
2. '**GLAU**' also agrees to provide '**NRDC**/Licensee of '**NRDC**' as the case may be, technical and engineering know-how relating to such Technology(ies) etc. consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialise the said invention(s)/ process(s)/ product(s)/ technology(ies) and associated patents/ designs/ copyrights/ trademarks etc. by '**NRDC**' during the currency of this MOA being in force on mutually agreed terms and conditions.
3. '**GLAU**' shall also keep **NRDC** informed of any further development, improvement in the said invention(s)/ process(s)/ product(s)/ technology(ies) and shall also assign the same for licensing by **NRDC** for commercial exploitation.
4. '**GLAU**', shall on successful demonstration of the technologies and handing over the know-how document to **NRDC** and/or its licensee(s), sign along with Licensee(s) a certificate of successful demonstration of the technology as per **NRDC** format and send one copy in original to **NRDC**.
5. For the processes licensed by **NRDC**, '**GLAU**' agrees to provide a demonstration of the invention(s)/ process(s)/ product(s)/ technology(ies) to the **NRDC**'s licensee(s) at '**GLAU**' on the scale at which the invention/ process/ product/ technology may have been developed by '**GLAU**', within a period of 30 days of the date of signing of the licence agreement by the licensee with '**NRDC**' to familiarise appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention/process/ product/ technology etc.
6. '**NRDC**' agrees to give publicity to the availability of the invention(s)/ process(s)/ product(s)/ technology(ies) assigned to it by '**GLAU**' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialisation of the invention(s)/ process(s)/ product(s)/ technology(ies). '**NRDC**' also agrees to associate the **GLAU** during negotiations for deciding the fee to be charged from the prospective licensees and inform the '**GLAU**' about the negotiations for deciding the fee to be charged from the prospective licensee at the time of transfer of technology.



  
3 **PROF. DURG SINGH CHAUHAN**  
**VICE-CHANCELLOR**  
**GLA UNIVERSITY**  
**MATHURA (U.P.)**



7. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'GLAU', 'NRDC' agrees to remit to 'GLAU' 50% of the entire fees (Lumpsum Premium and Royalty) received by it from the licensees arising from and out of the said commercial exploitation of the invention(s)/ process(s)/ product(s)/ technology(ies) of 'GLAU' assigned to 'NRDC'. The royalties payable to 'GLAU' shall continue for a fixed period agreed between 'NRDC' and the licensee, and 'NRDC' will apply its well established and time tested methods of monitoring the extent of exploitation of the said Technology(ies) to ensure full and effective payment of royalties by the licensee concerned.
8. The premia and the royalty agreed upon by 'NRDC' and the licensee and the period of licensing will be finalised jointly by 'NRDC' with 'GLAU' and 'GLAU' will abide by the same.
9. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'GLAU' and facilitate 'GLAU' in the filing of patent applications (both in the country and abroad) on invention(s)/ process(s)/ product(s)/ technology(ies)), which 'GLAU' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'GLAU' would assign those patents to 'NRDC' for commercial exploitation.
10. All the expenses in obtaining the patent(s)/ design(s)/ copyright(s)/ trademark(s) etc. and maintaining in India on the invention(s)/ process(es)/ technology (ies) etc assigned to 'NRDC' shall be borne by 'GLAU'.
11. 'NRDC' agrees to take all measures in its control to oppose Indian Patent/ design/trademark application(s) filed by other parties which application(s) may be detrimental to the invention/ process/ product/ technology etc. assigned to 'NRDC' by 'GLAU' and 'GLAU' agrees to provide 'NRDC' all assistance in this regard. The cost involved shall be borne by 'GLAU'.
12. In the event of any of the aforesaid IPR(s) assigned to 'NRDC' being infringed and 'NRDC' initiating or instituting any legal proceedings, after due consultation with 'GLAU', to prevent such infringement, 'GLAU' agrees, if so required by 'NRDC', to render all assistance to 'NRDC'. The expenses in this regard will be shared in ratio of 50:50 between 'NRDC' and 'GLAU'. Similarly, the compensation awarded by the court will also be shared in the ratio of 50:50 by 'NRDC' and 'GLAU'.
13. In case 'NRDC' does not commercialise the assigned technologies within three years from the date of Assignment with 'GLAU', the parties shall meet and decide on the further course of action and if there are no immediate prospects of commercialization, the assigned technologies shall be reassigned to 'GLAU' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.





14. Apart from the above mentioned services: '**NRDC**' will provide the following expert services on a mutually agreed terms and condition on case to case basis :
- 14.1 IPR Management: '**NRDC**' shall provide all the assistance for assessing patentability through Patent search for prior art
- 14.2 IPR awareness / Training programme: Organising one IPR awareness programme for one day to the faculty and students in the '**GLAU**'
- 14.3 Techno-commercial evaluation of Technologies: Evaluation of technologies developed by faculty and students for their commercial potential.
- 14.4 Market Research and Design Package : Creating Market Research (MR) and Basic Engineering Design Package (BEDP) for most prominent technologies developed by '**GLAU**' to increase the potential of technology transfer.
- 14.5 Linkages with Research funding organizations : '**NRDC**' shall assist faculty and students to get appropriate research funding from government departments such as DST, DBT, AICTE, etc. '**NRDC**' will assist in drafting proposals and their evaluation before submitting to appropriate funding organization.
- 14.6 Mentoring Services: '**NRDC**' shall provide hand holding and mentoring services through its panel of domain experts, and connect to advance laboratory facilities through its vast network of Labs, academic institutions and domain experts.
- 14.7 Facilitating industry visits of students: '**NRDC**' will facilitate industry visits/training of '**GLAU**' final year students in SMEs/Corporates.
- 14.8 Linking to Start-up India Mission : '**NRDC**' will facilitate '**GLAU**' to establish student and faculty start-up. '**NRDC**' shall provide suitable innovative technologies, give certificate for obtaining start up recognition, file patents under SIPP scheme of DIPP and link the students start-ups to appropriate funding agencies.
- 14.9 Incubation services : '**NRDC**' shall assist and facilitate **GLAU** in setting up of incubation centres in their campus. In this endeavour **NRDC** will guide '**GLAU**' in preparing the DPR, linking funding agencies and all the required hand-holding / mentoring.
- 14.10 Any other Techno-commercial services: If any other Techno-commercial services required by '**GLAU**' and they fall within the ambit of '**NRDC**' capabilities, '**NRDC**' shall provide those services on mutually agreed terms and conditions.





15. If either party fails to fulfill its respective obligations as set out in the previous clauses of this MOA, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOA by giving thirty (30) days advance notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOA which have been accrued prior to such termination.
16. Upon such termination as set out in Clause 15:
- (i) The licence(s) granted by '**NRDC**' shall continue for the period agreed between '**NRDC**' and the licensee(s) concerned. Thereafter such Technologies assigned to '**NRDC**' shall be reassigned to '**GLAU**'. '**NRDC**' also agrees not to grant any further licence(s) of the commercialised Technologies to any further party(ies). All amounts accrued for payment to '**GLAU**' by '**NRDC**' on the date of termination shall be paid by NRDC after closing of annual account of '**NRDC**'. As for payment accruing thereafter from such commercialised Technologies in respect of which licence(s) have already been granted by '**NRDC**' and subsisting on the date of termination of this MOA, '**NRDC**' will continue to remit them to '**GLAU**' as if the MOA is in full force and effect; and
  - (ii) The Technology(ies) assigned to '**NRDC**' by '**GLAU**' which have not been commercialised by '**NRDC**' shall stand withdrawn and shall be reassigned to '**GLAU**'. Thereafter '**NRDC**' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.
17. A. (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this Agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be settled under the Rules of Delhi International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of arbitrators of Delhi International Arbitration Center (DAC) with the consent of all the parties failing which the aggrieved party shall approach to the court of competent jurisdiction for the appointment of the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 (As amended/modified from time to time) and Rules framed thereunder for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.




  
**PROF. DURG SINGH CHAUHAN**  
**VICE-CHANCELLOR**  
**GLA UNIVERSITY**  
**MATHURA (U.P.)**



- (ii) If however, any party does not make any claim or demand or raise any dispute or difference against the Other parties in terms of this clause within one year from the date on which such claim or demand arises, then it shall be deemed that the parties have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other parties.
- (iii) (a) The venue of the Arbitration shall be at Delhi International Arbitration Center at New Delhi.
- (b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- (c) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this License Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- B. The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this Agreement, including any matter arising out of the Arbitration Proceedings or any Award made therein.
18. This MOA is valid initially for five years from the date of signing but may be extended for further periods by mutual agreement in writing between the parties.
19. This MOA shall become effective on and from the date it is signed.

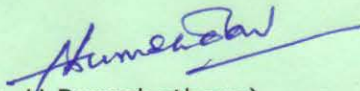


  
PROF. DURG SINGH CHAUHAN  
VICE-CHANCELLOR  
GLA UNIVERSITY  
MATHURA (U.P.)




IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.


For and on behalf of  
National Research Development  
Corporation, New Delhi

  
(Dr. H Purushotham)  
Chairman & Managing Director  
**Dr. H. Purushotham**  
Chairman and Managing Director  
National Research Development Corporation  
New Delhi 110048

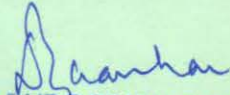
1. Signature:  
Name:  
Address:

  
D.C. Joshi  
NRDC, New Delhi

2. Signature:  
Name:  
Address:

  
Amitabh Mishra  
N RDC

For and on behalf of  
GLA University, MATHURA


  
PROF. DURG SINGH CHAUHAN  
(Dr. Durg Singh Chauhan)  
Vice Chancellor  
GLA UNIVERSITY  
MATHURA (U.P.)

Witnesses:

1. Signature:  
Name:  
Address:

  
DR A.K. Gupta  
**Dr. A.K. Gupta**  
Dean - Academic Affairs  
GLA University, Mathura (U.P.)

2. Signature:  
Name:  
Address:

  
**Dr. S.V. Singh**  
Professor & Head, Dept. of Biotechnology  
GLA University, Mathura (U.P.), INDIA





उत्तर प्रदेश UTTAR PRADESH

ET 754685

## MEMORANDUM OF UNDERSTANDING

For Academic Cooperation

BETWEEN

**The Cloud Computing and Distributed Systems (CLOUDS) Laboratory,**

**University of Melbourne, Australia**

AND

**Department of Computer Engineering & Applications**

**GLA UNIVERSITY**

Mathura, India

The CLOUDS Laboratory, University of Melbourne and the Department of Computer Engineering & Applications, GLA University (each, a "party" and collectively, the "parties") establish this Memorandum of Understanding to foster international cooperation in education and research.

Both parties agree to encourage and promote international academic cooperation through activities that are mutually acceptable to both parties, as specifically agreed by the parties in writing. These activities may include:

1. Joint research seminar, workshop and conferences
2. Joint research and meetings for education and research;



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132  
12.4.2019  
P. K. Singh  
P. K. Singh - विज्ञान विभाग  
महाराष्ट्र





Before these activities can be implemented, both parties shall discuss the issues involved to the satisfaction of each party and enter into specific activity agreements ("Activity Agreements") based on the mutually agreed objectives and desired outcomes of the relationship.

2. Both parties are committed to the principles of equal opportunity and agree not to discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, family status, disability, age, marital status, status with regard to public assistance, membership or activity in a local commission, genetic information, or any other characteristics protected by applicable law in the conduct of any programs or activities subject to this Memorandum.
3. Nothing in the Memorandum shall be construed as creating any legal or financial relationship between the parties. The Memorandum will be construed as a statement of intent to foster genuine and mutually beneficial academic cooperation. Both parties understand and agree that any financial arrangements for specific projects or activities will require separate negotiation and written agreement by the parties in the Activity Agreement that applies to the activity and will depend on the availability of funds to each party and other considerations determined in the sole discretion of each party.
4. This Memorandum shall become effective as of the date of signatures of both parties and shall have an initial term of three years, which may be extended upon written agreement of both parties. The parties may execute this Memorandum in counterparts by facsimile, each of which is deemed an original and all of which together will constitute one agreement.
5. The parties intend to review this Memorandum every three years to evaluate the progress and the quality of the mutual cooperation. The terms of this Memorandum, including but not limited to its term of effectiveness, may be modified, waived or otherwise amended only by the written consent of the parties.
6. This Memorandum may be terminated by either party for any reason upon ninety (90) days' written notice. Notwithstanding the foregoing, either party may terminate this Memorandum immediately by providing notice to the other party in the event of (a) conduct by one party that is materially injurious to the other party, monetarily, in reputation or otherwise, or (b) a determination by a party that continued performance of the terms of this Memorandum could lead to a violation of applicable law or could jeopardize the party's tax-exempt status. In the event this Memorandum is terminated, the parties will negotiate the completion and winding down of any Activity Agreements in progress at the time of termination of this Memorandum.
7. Each party shall designate a person or office to serve as liaison for implementing this Memorandum. The liaison may change from time to time upon notice given to the other party in writing pursuant to this Memorandum. For the CLOUDS Laboratory, University of Melbourne, the initial liaison will be Prof. Rajkumar Buyya, Director, CLOUDS Laboratory, School of Computing and Information Systems, University of Melbourne, Australia. For GLA University, the initial liaison will be Prof. Dilip Kumar Sharma, Professor and Coordinator Postgraduate Programme, Department of Computer

*[Signature]*

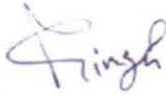
*[Signature]*



Engineering & Applications, GLA University, Mathura-Delhi Road, Chaumuhan, Mathura, Uttar Pradesh 281406, India.

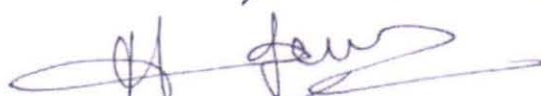
10. All notices given under this Memorandum will be In writing and will be deemed to have been made as of the date delivered if delivered personally or by internationally recognized overnight courier, when confirmed by telephone if delivered by facsimile, when confirmed by telephone or by response e-mail if delivered by electronic transmission, or five (5) business days after being mailed by registered or certified mail (postage prepaid, return receipt requested), to the parties at the following addresses (or at such other address for a party as is specified by like notice, except that notices of changes of address will be effective upon receipt):

For GLA University:



GLA University  
Mathura-Delhi Road  
Chaumuhan, Mathura  
Uttar Pradesh 281406,  
India

For CLOUDS Lab at University of Melbourne:



CLOUDS Laboratory  
School of Computing and Information Systems  
University of Melbourne  
Parkville VIC 3052  
Australia

This Memorandum supersedes and replaces in its entirety any previous memorandum/ agreement between the parties relating to academic cooperation.





**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**The Ganeshi Lal Agarwal University (GLA University)**  
**AND**  
**Quality Council of India (QCI)**

This Memorandum of Association (MoU) is being signed on the 19<sup>th</sup> Day of February of the year 2019 (effective date) between

The **Ganeshi Lal Agarwal University** (hereinafter referred to as GLA University) is a private university approved by the AICTE, located in 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281406 (India).

And

The **Quality Council of India** (hereinafter referred to as QCI) having its office at the 2<sup>nd</sup> Floor, Institution of Engineers Building, 2, Bahadur Shah Zafar Marg, New Delhi - 110002 (India) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees).

**Whereas** GLA University is offering a wide range of courses such as BBA, BCA, B.Sc. Biotech, B. Pharma, GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India. It has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A' Grade.

**Whereas** QCI, as the national accreditation and apex quality facilitation body, establishes and operates national accreditation structure and promotes quality through National Quality Campaign. The promotion of quality encompasses all segments including laboratory accreditation, manufacturing, health, education and public services. QCI started eQuest which offers eLearning courses on around themes that form the core areas of QCI.

Both the Parties agree and undertake that specific projects under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said projects; GLA University and/or QCI assigned shall consider the same as part of this MoU.

The two institutions will endeavour to cooperate as follows:





## **ARTICLE 1**

### **AREAS OF COOPERATION**

This MoU aims to build a long term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by and between the Parties. The forms of these collaborative programmes, projects or activities may include but are not limited to:

- (a): GLA University recognizes QCI for capacity building interventions in the form of learning activities to enhance employability while using the eQuest platform.
- (b): eQuest has a set of relevant courses for learners of GLA University. In the initial phase, GLA University will integrate three courses of eQuest in their curriculum namely Total Quality Management (TQM), Manufacturing Competitiveness and Blockchain.
- (d): eQuest will award Certification (Participation and Professional Competency Certificates) for eligible participants from GLA University.
- (e): GLA University shall work and promote eQuest amongst Students, Trainees and Partners.
- (g): GLA University shall dovetail relevant Credit Courses and Non-Credit courses of eQuest in the curriculum.
- (h): Specific eLearning courses/learning workshops/trainings around themes that form the major areas of QCI and GLA University may be identified during the lifetime of this MoU
- (i): eQuest can convert and develop GLA University's existing physical modules in the eLearning courses to reach a wider audience if GLA University requires.

## **ARTICLE 2**

### **ROLE OF EACH PARTY**

GLA University will be responsible for the following areas:

1. Identification of eLearning Courses for enhancing employability and capacity building
2. Ensuring the enrollments for the courses
3. Ensuring Payment and course completion along with QCI
4. Facilitating Subject Matter Expert (SME) for content development if required
5. Providing facilities for the course/ contact programmes in its premises
6. Sharing feedback and inputs for design and development of more courses under the MoU
7. Promoting relevant courses of eQuest amongst its students, trainees and Partners.

QCI will be responsible for the following areas:

1. Managing the eQuest Platform for the GLA University programmes
2. eQuest will provide certificates to the eligible participants
3. Developing the new content whenever required
4. Providing Subject Matter Expert (SME) for the course development
5. Managing Stage II (Professional competency certificates) related to learners from GLA University
6. Monitoring students' learning and assess their progression with help from the e-learning tools





### **ARTICLE 3 WORKING ARRANGEMENT**

3.1 The Parties shall constitute a Joint Coordination Committee ("JCC") on technology enabled learning which will be a standing platform for dialogue and exchange of information to facilitate cooperation, foster partnerships and review progress in the field of technology enabled learning

3.2 The JCC will be co-chaired by designated representatives of the Parties and either Party shall determine the composition of the JCC for its side.

3.3 The JCC will meet on a bi-yearly/ annual basis virtually or in person as the case may be.

3.4 The parties agree to arrange regular meeting and communication with one another and with the other relevant stakeholder, to review and finalize the detailed plan for each stage of the programme.

### **ARTICLE 4 FINANCIAL ARRANGEMENT**

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

### **ARTICLE 5 REPRESENTATION AND WARRANTY**

Each Party to this MoU represent that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

### **ARTICLE 6 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP**

Each party will protect, within its territory, intellectual property rights of the other party in force in their respective countries. All copyrights of the documents produced in support of any activity under this MoU shall rest with QCI.

Both the parties will ensure appropriate and protection of intellectual property rights obtained on the basis of this MoU, in accordance with laws and regulations in force in their respective countries and in accordance with the international agreements to which they are Parties.

### **ARTICLE 7 CONFIDENTIALITY**

Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the others Party during the period of the implementation of the MoU or any other agreements made pursuant to this MoU.





## **ARTICLE 8 SUSPENSION**

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

## **ARTICLE 9 REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

## **ARTICLE 10 SETTLEMENT OF DISPUTES**

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Delhi Court in India in connection with any dispute between the Parties under the MoU.

## **ARTICLE 11 EFFECTIVE DATE, DURATION AND TERMINATION**

The MoU shall commence from the Effective Date and shall continue for a period of five (05) years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such terms as mutually agreed upon.

Notwithstanding Article 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least thirty (30) days in advance of such termination.

10.3 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon agreed before the date of the termination of the MoU.





## **ARTICLE 12 AMENDMENT**

The obligations of QCI and GLA University have been outlined in the MoU. However, during the operation of MoU, circumstances may arise which may call for alterations or modifications of this MoU. These amendments shall be mutually discussed and agreed upon in writing.

## **ARTICLE 13 INDEMNIFICATION**

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

## **ARTICLE 14 FORCE MAJEURE**

13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

## **ARTICLE 15 DISPUTES**

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.





## ARTICLE 16 MISCELLANEOUS

15.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

15.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

15.3 In case of dispute or difference arising out of or in connection with this MoU, the same shall be settled through mutual discussions between QCI and GLA University.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on Behalf of QCI

Dr. R P Singh  
Secretary General  
2nd Floor, Institution of Engineers Building,  
2, Bahadur Shah Zafar Marg  
New Delhi - 110002

For and on Behalf of GLA University

Shri Ashok Kumar Singh  
Registrar  
17 Km. Stone, NH #2 Mathura Delhi  
Highway, P.O. - Chaumuhan  
Mathura, Uttar Pradesh - 281406

Witness:

Ranvijay Bihari  
Deputy Director

Witness:

Prof. Vikas Tripathi  
Head Management (PG)





उत्तर प्रदेश UTTAR PRADESH

EM 679986

**Memorandum of Understanding**

Between

**ICAR-National Bureau of Plant Genetic Resources, New Delhi.**

and

**GLA University, Mathura, UP**

for

Promotion of inter-institutional research collaboration, staff and  
Students' Training/Postgraduate Research

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this .....day of the month of ..... in the year ..... by and between the **ICAR-National Bureau of Plant Genetic Resources, New Delhi** having its head office at New Delhi [hereinafter called CISH/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on the ONE PART and the **GLA University, Mathura** having its headquarters at **Mathura** [hereinafter called Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of inter-institutional research, staff and students' training postgraduate and doctoral research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012- HRD dated 11<sup>th</sup> December 2012 or as revised from time to time.

WHEREAS the "First Party" is working in management and promote sustainable use of plant genetic and genomic resources of agri-horticulture crops and carry out related research.

AND WHEREAS the "Second Party", established vide Act No 21 of 2010 of Govt. of Uttar Pradesh and recognized (under section 2F) by UGC vide its letter number- F.No. 8-20/2010(ccp-1/PU Dated November 2010 at its Department of Biotechnology is involved in high quality of research in niche areas like biotechnology, microbiology, immunology, virology and molecular biology.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

  
(Signature of First Party)

  
(Signature of Second Party)



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कर्मक

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दिनांक

23 FEB 2019

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कला का नाम व पद

CL A इतिहासिक

लिफ्टिंग

पुरजबद काजिय, लॉ. नं. 1E

अध्यक्ष विवेका शास्त्र (अध्यापक)





## Article 1. Scope

- 1.1 The objective of MoU is promotion of inter-institutional research collaboration, staff and students' training and postgraduate research in cutting edge areas by facilitating scientists, staff and students to seek specialized guidance and facilities of both the Institutes.
- 1.2 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for **Master's (MSc Biotechnology and M.Sc Microbiology & Immunology) and Doctorate (PhD)** The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.3 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.
- 1.4 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.
- 1.5 There shall be an exchange of staff and students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

## Article 2. Management

- 2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU. An advisory committee may be constituted for this purpose with the members from both the parties.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

## Article 3. Exchange of Information

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes with mutual consent.

## Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

*Keeravathi*

*Tripathi*



- 4.3 Both parties acknowledge that exchange of staff and students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified vide Letter No. 2-8/2012-HRD dated 11<sup>th</sup> December 2012 or revised guidelines, if any, as may be issued from time to time.
- 4.5 The student would invariably be the senior author for the publications arising out of the research work conducted at the AU/DU/Institutes, followed by Major Guide/Advisor and Co-Major Advisor/Co-Guide in that order. The names of corresponding author/additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student and Major Guide/Advisor.
- 4.6 The partnering institutions may ensure that the student submits at least one paper from Master's thesis and two papers from Ph.D. thesis before thesis submission in order to prevent students leaving the institute(s) without any research publication from the thesis.
- 4.7 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.8 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.9 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.10 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.
- 4.11 The ICAR scientists pursuing their PhD degrees after completing their PhD course work at ICAR-DUs may be allowed to do their research work at the institute where they are posted, in view of shortage of scientists/faculty.
- 4.12 The objective(s) for research work for a student coming from such an institution should be exclusively different as far as possible.
- 4.13 RAs/SRFs, who have completed their course work and are working under different research projects in an Institute may be permitted to join a degree programme only with a University recognized by UGC/ICAR-AU system with bilateral MOU on IPR issues. However, PI of the project with the approval of Director may have to issue a certificate that the regular research work of the project will not be hampered on account of joining of RA/SRF for the degree programme. The RA/SRF will not avail leave for completing the research work for the degree.
- 4.14 The partnering institute(s) would be expected to make reasonable contribution in the form of intellectual input to the student's research problem and may not merely serve as a source of providing samples/facilities for the study.
- 4.15 The efforts will be made for conservation of animal cultures (bacteria, viruses or fungi) isolated in the study by deposition to the National Centre for Veterinary Type Cultures.

#### Article 5. Intellectual Property Rights

- 5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the



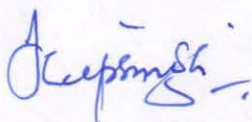


first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

The IPRs shall rest with the institution where the major part of the research work was carried out by the student. In the event of equal amount of work being carried out at both the AU/DU and ICAR Institute, patents/protections/knowledge generated will be shared in proportion as per the 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time.

#### **Article 6. Admission and Fees**

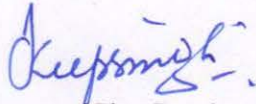
- 6.1 All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provision laid outline item 3.2.1A and 3.2.2A of the guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified vide letter no.2-8/2012-HRD dated 11<sup>th</sup> December 2012 or revised guidelines if any as may be issued from time to time for the students from within NARS and outside NARS respectively.
- 6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.
- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.
- 6.5 The HRD Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
- 6.8 Fee will be charged from the students by the first party as guidelines for the students to conduct research for the degree programmes as trainees at ICAR institution as notified vide letter no.2-8/2012-HRD dated 11<sup>th</sup> December 2012 or revised guidelines if any as may be issued from time to time. No fee will be charged by the first party from the students registered with AU/DU within NARS. However students registered with second party outside NARS will deposit fee Rs 10,000 for training duration 3 months( not leading to a degree and dissertation) and Rs. 30,000 per semester(six months) for training dissertation/degree exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the first party.





**Article 7. Entry into effect, modification and termination**

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for five years extendable up to another five years. Both parties shall review the status of the MoU at the end of every two year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.



(Signature of First Party)



(Signature of Second Party)



This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

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

(Name and Address of the First Party)

(Name and Address of the Second Party)

Director  
National Bureau of Plant Genetic Resources,  
New Delhi

Tel No. 1662-275787

011-25843697

Date: 3.8.2019

निदेशक  
Director

राष्ट्रीय पादप आनुवंशिक संसाधन ब्यूरो  
National Bureau of Plant Genetic Resources  
Signature with Seal  
पूसा कैंपस, नई दिल्ली-12  
Pusa Campus, New Delhi-12

Mr Ashok Kumar Singh,  
Registrar,  
GLA University, Mathura

Ashok Kumar Singh  
Registrar

GLA University, Mathura (U.P.)

Tel. No. 05662-250900 (extn. 906)

Date

Signature with Seal

Witness 1.....

प्रभारी अधिकारी  
Officer-in-Charge

प्राथमिकता निर्धारण, निगरानी और मूल्यांकन कक्ष  
Priority-Setting Monitoring and Evaluation Cell

भाकउप-राष्ट्रीय पादप आनुवंशिक संसाधन ब्यूरो  
110012

Witness 2 .....

Witness 1

Dr. A. K. Gupta

Prof. Anoop Kumar Gupta,  
Director IAH,  
GLA University Mathura

Institute of Agricultural Sciences  
& Horticulture  
GLA University, Mathura (U.P.)

Witness 2

Prof. Shoor Vir Singh  
Head  
Department of Biotechnology,  
GLA University Mathura

Dr. S.V. Singh  
Professor & Head, Dept. of Biotechnology  
GLA University, Mathura (U.P.), INDIA



**MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION  
BETWEEN**

**UNIVERSITY OF ST. THOMAS**  
**St. Paul, Minnesota, U.S.A.**

**AND**

**GLA UNIVERSITY**  
**Mathura, India**

The University of St. Thomas and the GLA University (each, a “party” and collectively, the “parties”) establish this Memorandum of Understanding to foster international cooperation in education and research.

1. Both parties agree to encourage and promote international academic cooperation through activities that are mutually acceptable to both parties, as specifically agreed by the parties in writing. These activities may include:
  - (a) Exchange of materials in education and research, publications, and academic information;
  - (b) Exchange of faculty and research scholars;
  - (c) Joint research and meetings for education and research;
  - (d) Technical assistance;
  - (e) Student exchanges.

Before these activities can be implemented, both parties shall discuss the issues involved to the satisfaction of each party and enter into specific activity agreements (“Activity Agreements”) based on the mutually agreed objectives and desired outcomes of the relationship.

2. Both parties are committed to the principles of equal opportunity and agree not to discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, family status, disability, age, marital status, status with regard to public assistance, membership or activity in a local commission (as defined by Minnesota Statutes 2015, section 363A.03, subdivision 23), genetic information, or any other characteristics protected by applicable law in the conduct of any programs or activities subject to this Memorandum.
3. In the event of a disagreement or other dispute arising from or in connection with this Memorandum or any of its terms, both parties agree to engage in a good faith effort to resolve the dispute through negotiations between representatives of both parties who have authority to settle the same. If the parties fail to settle a dispute within 60 days, the dispute shall be settled by arbitration under the UNCITRAL Arbitration rules in effect on the date of this agreement. The case shall be administered by the International Centre for Dispute Resolution under its Procedures for Cases under the UNCITRAL Arbitration Rules by a board of arbitrators consisting of one member designated by each party and one further member chosen by mutual agreement of the two party-appointed arbitrators within 14 days of the appointment of the second arbitrator or, if in default of such agreement, by the



International Centre for Dispute Resolution. The language of the arbitration will be English. This Memorandum and any Activity Agreements will be governed by and construed in accordance with the laws of the State of Minnesota, USA, without reference to its conflicts of law provisions.

4. This Memorandum shall not be construed to create a relationship of employees, servants or agents as between the parties, and shall not be construed or interpreted, by implication or otherwise, to form a partnership, agency, joint venture or other formal business association. The parties to this Memorandum are acting as independent institutions and independent contractors. Each party acts on its own behalf in all relations with a third party. Neither party will be responsible for any commitments of the other party unless specifically agreed upon in a written agreement. Neither party will represent itself as having authority to make commitments on behalf of the other party.
5. Nothing in the Memorandum shall be construed as creating any legal or financial relationship between the parties. The Memorandum will be construed as a statement of intent to foster genuine and mutually beneficial academic cooperation. Both parties understand and agree that any financial arrangements for specific projects or activities will require separate negotiation and written agreement by the parties in the Activity Agreement that applies to the activity and will depend on the availability of funds to each party and other considerations determined in the sole discretion of each party.
6. This Memorandum shall become effective as of the date of signatures of both parties and shall have an initial term of three years, which may be extended upon written agreement of both parties. The parties may execute this Memorandum in counterparts by facsimile, each of which is deemed an original and all of which together will constitute one agreement.
7. The parties intend to review this Memorandum every three years to evaluate the progress and the quality of the mutual cooperation. The terms of this Memorandum, including but not limited to its term of effectiveness, may be modified, waived or otherwise amended only by the written consent of the parties.
8. This Memorandum may be terminated by either party for any reason upon ninety (90) days' written notice. Notwithstanding the foregoing, either party may terminate this Memorandum immediately by providing notice to the other party in the event of (a) conduct by one party that is materially injurious to the other party, monetarily, in reputation or otherwise, or (b) a determination by a party that continued performance of the terms of this Memorandum could lead to a violation of applicable law or could jeopardize the party's tax-exempt status. In the event this Memorandum is terminated, the parties will negotiate the completion and winding down of any Activity Agreements in progress at the time of termination of this Memorandum.
9. Each party shall designate a person or office to serve as liaison for implementing this Memorandum. The liaison may change from time to time upon notice given to the other party in writing pursuant to this Memorandum. For the University of St. Thomas, the initial liaison will be Dr. Stefanie Lenway, Dean Opus College of Business, 2115 Summit Avenue, St. Paul, MN 55101. For GLA University, the initial liaison will be Prof. Anand Mohan

MTG





Agrawal, Director & Pro Vice-Chancellor, Institute of Business Management, Mathura-Delhi Road, Chaumuhan, Mathura, Uttar Pradesh 281406, India.

10. All notices given under this Memorandum will be in writing and will be deemed to have been made as of the date delivered if delivered personally or by internationally recognized overnight courier, when confirmed by telephone if delivered by facsimile, when confirmed by telephone or by response e-mail if delivered by electronic transmission, or five (5) business days after being mailed by registered or certified mail (postage prepaid, return receipt requested), to the parties at the following addresses (or at such other address for a party as is specified by like notice, except that notices of changes of address will be effective upon receipt):

For University of St. Thomas:

University of St. Thomas  
2115 Summit Ave  
Mail AQU 110  
St. Paul, MN 55105  
Attention: Senior International Officer

For GLA University:

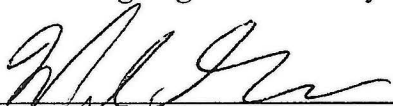
GLA University  
Mathura-Delhi Road  
Chaumuhan, Mathura  
Uttar Pradesh 281406, India  
Attention: Pro Vice-Chancellor

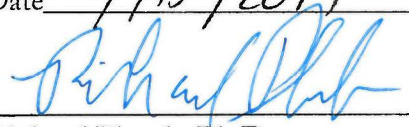
With a copy to:

University of St. Thomas  
2115 Summit Ave  
Mail AQU 104  
St. Paul, MN 55105  
Attention: General Counsel

11. This Memorandum supersedes and replaces in its entirety any previous memorandum or agreement between the parties relating to academic cooperation.

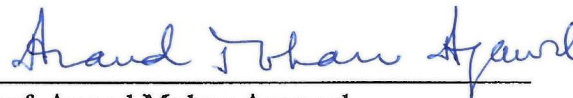
Signing for University of St. Thomas:

  
\_\_\_\_\_  
Dr. Michael Garrison,  
Associate Dean, Opus College of Business

Date 4/15/2019  
  
\_\_\_\_\_  
Richard Plumb, Ph.D.  
Executive Vice President and Provost

Date 4/18/2019  
\_\_\_\_\_

Signing for GLA University:

  
\_\_\_\_\_  
Prof. Anand Mohan Agrawal  
Pro Vice-Chancellor, GLA University

Date 15/04/2019  
\_\_\_\_\_

Date \_\_\_\_\_





### Memorandum of Understanding (MOU)

This Memorandum of Understanding (hereafter referred to as the "MOU") is made at Mumbai, on this 29<sup>th</sup> day of April 2019.

#### **BY AND BETWEEN**

**National Institute of Securities Markets (NISM)** (Established by Securities and Exchange Board of India (SEBI), registered under the provisions of Bombay Public Trusts Act, 1950 having its office at NISM Bhavan, Plot No. 82, Sector 17, Vashi, New Mumbai-400703, hereinafter for the sake of convenience and brevity referred to as "NISM" (which term and expression shall, wherever the context so admits, be deemed to mean and include its successors-in-office and interest and permitted assigns) Party of the ONE PART

#### **AND**

**GLA University, Mathura**, (A university under the U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and operating from Mathura hereinafter called "the said University" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, executors, administrators and assigns) Party of the OTHER PART;

AND WHEREAS, NISM envisions a catalytic role in promoting securities markets research and education, through:

- Close interface with policy makers and regulators
- Continuous knowledge creation and dissemination
- Enabling stakeholders to enhance knowledge, skill and awareness through research based inputs
- Serving as a role model for other institutions in and outside India to enhance the quality of interaction in securities markets
- To promote Securities market education and capacity building

AND WHEREAS the said UNIVERSITY conducts various courses related to management, engineering, pharmaceutical, humanities, education, polytechnic and others through following institutes :

- Institute of Engineering and Technology
- Institute of Business Management
- Institute of Pharmaceutical Research
- Institute of Applied Sciences & Humanities



- Faculty of Education (B.Ed)
- University of Polytechnic

AND WHEREAS the said University has offered to collaborate with NISM for the purpose of commencing a one year joint collaborative "Post Graduate Program in Securities Markets" and offer a joint certificate to the participants of this program.

AND WHEREAS the said University and NISM have, in principle, accepted the terms and conditions mutually agreed upon by and between them.

AND WHEREAS the said University is keen on providing quality education in the field of the securities market.

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions in the manner hereinafter appearing:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:-

### **1. Permission:**

The said University and NISM shall collaborate for the purpose of commencing one year PGPSM Program to prepare professionals for the securities markets. The following are features of this collaborative arrangement. This collaboration is subject to the approval of the relevant authorities of the said University and NISM.

### **2. The Program.**

The said University shall follow the essential features, course contents, course structure and course credits as prescribed by the NISM. The eligibility criteria for selection of students, candidate screening and admission process will be followed as prescribed/advised by the NISM. Out of the Four Trimesters, first two trimesters will be completed by the candidates at the said University through regular course work. The examinations for these Trimesters will be conducted as per the advice of NISM. On completion of first two trimesters, the candidates will move to NISM Campus to complete the third Trimester and the project work staying in the Campus of NISM, Patalganga. The NISM will take care of the course contents and project work at third and fourth trimesters.

### **3. Certificate.**

On completion of one year Program, the certificate will be issued by the said university in the joint name of both the institution. The certificate will have logo and issuing authority signatures of both the institutions.





#### **4. Course Fee.**

The course fee, as prescribed by the NISM, will be charged to the students and it will be shared equally by NISM and GLA University.

The Candidates will have to pay the Hostel accommodation and food cost separately to GLA for the first 6 month period and to NISM for the remaining 6 months as per the norms of GLA/NISM. The fee will be payable as per the schedule and norms prescribed by the NISM..

The total fee will be charged by the GLA University from the candidate at the beginning of the program. The GLA University will transfer half of the course fee at the time of admission and proportionate Hostel accommodation fee and refundable library deposits and hostel room deposits to NISM at the time when candidates are sent to the NISM.

#### **5. Admission to the Course.**

The candidates will complete the admission formalities and compliances at the said University. The said University will follow all the norms and guidelines of the NISM related to admission procedure. The details of enrollment, individual academic records students and examination/evaluation data will be maintained by the said University and it will be shared with NISM according to the course requirements.

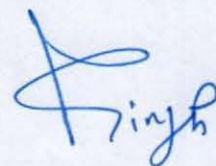
Since all the academic sessions at the said University commence from August 1, the PGPSM course will also commence from August 1. However, the two parts of the course covering, full contents of the courses as per the NISM norms will be completed by January 10 of the next year and the candidate will have to join NISM, Patalganga Campus from January 15<sup>th</sup> to complete remaining course work and project work under the direct monitoring and guidance of NISM.

#### **6. Viability of the Program of the said University.**

Within the fee structure as stipulated by NISM, the program will be viable for the GLA University considering all the relevant costs. The minimum intake in the first year will be 20 students.

#### **7. Marketing & Publicity.**

The said University will make required arrangements to publicize and market PGPSM program in the area of their vicinity using the publicity materials and contents as provided by the NISM. NISM will also display on its website about the collaboration of PGPSM with the said University for the benefit of the students. Marketing and publicity cost of the program will be paid/ borne by the said university.





## **8. Examination and Evaluation Method.**

The examination and evaluation of the first two modules of the PGPSM program will be conducted at the said University strictly in accordance with the norms of the NISM. The results of the individual candidates will be conveyed to NISM while transferring the students. The said University will follow all the norms, guidelines and other related process of NISM in connection with the conduct of examinations and evaluation. Accordingly, NISM will share the evaluation report/examination grades of individual students to the said university to prepare the final examination results.

The said University will prepare the final results of individual students and course completion certificates. The final examination award list of individual students and course completion certificates will bear the logo and signatures of both the officials of NISM and the said University.

## **9. Issue of Certificate.**

On completion of the PGPSM, a certificate of completion of the course will be issued jointly by NISM and the said University bearing the logo of both the institute.

## **10. Academic and administrative support cost.**

The cost of administrative visits and administrative support will be borne by the individual organizations at their end. However, the cost of faculty, visiting for academic activities from both the sides, the following arrangements will be made;

- a) Travel cost of the faculty to be borne by individual organizations.
- b) Staying arrangements and food will be provided free of cost by the visiting organization.
- c) The faculty will be paid honorarium for the academic sessions taken in the particular center/course of the inviting organization. The honorarium will be paid as per the norms of payment of NISM to their internal faculty members.

## **11. Support from NISM.**

To smooth conduct of the program, the said University will be seeking the following support;

- a) Faculty support for Guest sessions and other guidance according to the course requirements.
- b) Exposure of the faculty members of the said University through short term programs to enhance the delivery skills. One time training will be provided by NISM as Complimentary without charging any course or accommodation fee.
- c) An effective coordination throughout.
- d) Course curriculum will be developed and updated by the NISM from time to time.





## **12. Role of the said University.**

The GLA University will have the following roles and responsibilities;

- i) Mobilizing the candidates in the region through marketing and publicity for admission in the joint PGPSM program of the said university and NISM. The said university shall develop its own marketing material based on this MOU.
- ii) Completing the admission process under the guidance of NISM.,
- iii) Collection of fee and remitting the half of the course fees amount to NISM at the time of admission and a proportionate amount for the hostel and other charges at the time of transfer of students to NISM CAMPUS.
- iv) Completion of first twotrimesters of the Program at the said University Campus viz. delivery of course contents, projects assignments, conducting evaluation process etc. The course contents and delivery mechanism should be developed in such a manner that at least 30 per cent of the course delivery contains practical aspects related to the course. The students will be adequately exposed to finance lab.
- v) The said University will maintain and update required IT infrastructure to expose the students.
- v) Transferring the candidates to NISM for completing the remaining course works and pass final certificate examination at NISM Campus.

## **13. Goodwill:**

This said University and the NISM both shall endeavour to maintain, promote and improve the goodwill and image of both the organizations.

## **14. Tenure:**

This Memorandum of Understanding shall continue to be in operation for a period of one year from the date of signing this MOU(29<sup>th</sup> April 2019). Upon the expiry of this MOU and/or two months prior thereto, both parties are entitled to the renewal of the Memorandum of Understanding for a further period of one year by issuing a written letter/ notice to each other to that effect. Upon the extension letter/ notice being issued to either party and upon acceptance thereof, this MOU may be continued beyond the period of oneyear on the terms and conditions as may be mutually agreed upon between the said University and NISM.

## **15. Termination :**

- (1) If there is a breach of any of the conditions by either party, then the MOU may be terminated with one month notice by either party without affecting the students' or participants' larger interest.





**19. Non Transferable :**

This Memorandum of Understanding shall be an agreement between the aforesaid two parties and the same shall not be transferable to a third party.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this writing on the day and year first herein above written.

Signed, Sealed and Delivered on behalf of the above named

GLA University, Mathura

(A) By its Registrar:

  
(Registrar)

In the presence of the Witnesses:

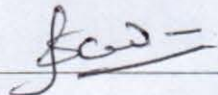
1. Name of the Witness : Prof. Somesh Dhamija, Professor & Head - Mgmt. (UG)  
GLA University, Mathura

Signature of the Witness :

2. Name of the Witness : Prof. Kanhaiya Singh, Professor, IBM,  
GLA University, Mathura

Signature of the Witness :

(B) Signed, Sealed and Delivered on behalf of the National Institute of Securities Markets, by its Registrar



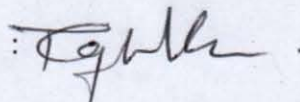
In the presence of the Witnesses:

1. Name of the Witness : Prof. K. Sukumaran, Dean,  
NISM, Mumbai

Signature of the Witness :

2. Name of the Witness : Dr. Rajesh Kumar, Associate Professor,  
NISM, Mumbai

Signature of the Witness :









## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the date of the last signature below ("**16-May-2019**") by and between **VMware International Limited of 70 Sir John Rogerson's Quay, Dublin 2, Ireland ("VMware")** and **GLA University of 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) INDIA ("GLAU")**.

The purpose of this MOU is to document, among others, the parties' intentions of collaborating in VMware's institutional alliances program – Center of Excellence (CoE) ("**Purpose**").

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

### 1. **Scope of activities.**

#### (a) VMware will undertake the following activities:

- (i) Design various training programs for engineering students and faculty members in the area of Virtualization and Cloud technology ('Training Programs'). VMware current list of Training programs is attached hereto;
- (ii) Support University to delivering various Training Programs for engineering students and faculty members in the identified areas, in India, on case-to-case basis;
- (iii) Support with training Materials and certificate of participation to the training attendees;
- (iv) Undertake the selection of trainees, monitor Training Programs, evaluate trainer and trainees performance.
- (v) Allowing use of VMware logo as per VMware's brand use guidelines and each use is preapproved by VMware in writing for use in name-boards, promotions, required for the courses, etc.

#### (b) GLAU will undertake the following activities:

- (i) Provide the necessary infrastructure such as classrooms, laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various training programmes as per the requirement of VMware;
- (ii) University shall manage student admission for engineering students, technicians, and faculty members for the VMware Training Programs and projects;
- (iii) In case of project work: to allow / facilitate students to carry out project work as part of learning and hands on experience;





- (iv) Support VMware to do promotion and marketing of various Training Programs to get admissions for the courses from time to time, including online and additional marketing efforts for getting maximum participation for the courses; and
  - (v) Put a name board of institution with prominent use of VMware brand (both logo as well as name) outside/inside their facilities.
- 2. **Non-binding engagement.** Notwithstanding any provisions to the contrary, the parties hereby agree that this MOU is not intended to create a legally binding relationship between parties hereto and that no cause of action at law or in equity is intended or created by this MOU, save for Clauses 2 to 11 herein, which have been specifically expressed to be binding in order to facilitate negotiation and provided always that if this MOU is terminated for any reason whatsoever, then the provisions of Clauses 2 to 11 herein shall continue to apply. No party shall have any other legal obligation or liability to the other unless and until definitive written agreements are executed by duly authorized representatives of each party.
- 3. **Non-exclusivity.** For the avoidance of doubt, the arrangement between the parties as described herein is on a non-exclusive basis and nothing herein precludes either party from entering into similar arrangements with other third parties or like partners.
- 4. **Confidentiality.** The parties agree to the following:
  - (a) By virtue of this MOU, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include all information clearly marked or identified as confidential and any other information which would reasonably be understood to be confidential.
  - (b) A party's Confidential Information shall not include information which (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of the MOU.
  - (c) The parties agree, both during the term of this MOU and for a period of one (1) years after termination of this MOU, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this MOU.

*High*

*[Signature]*



- (d) If in order to fulfil the purposes of this MOU it is necessary for the party receiving Confidential Information to copy all or a portion of the Confidential Information of the disclosing party, the receiving party may do so for the said purposes and no other purpose.
  - (e) Upon termination of this MOU, whether by termination or otherwise, whichever is earlier, each party shall immediately return the Confidential Information of the other party or shall certify in writing signed by its authorized representative that the Confidential Information of the other party has been destroyed.
5. **No claims.** Except for the confidentiality obligations in Clause 4, no party shall make a claim against, or be liable or obligated to, the other party or its affiliates or agents for any damages or costs, including direct, indirect, special, incidental, consequential, or punitive damages, under any theory of law, including, without limitation, damages or costs for lost profits or business opportunity or injury to business reputation as a result of:
- (a) the failure to fulfil any obligation, expectation or evaluation described in this MOU;
  - (b) any act or omission by a given party hereunder; or
  - (c) failure to enter into any other agreement.
6. **Costs.** Each party shall bear all of its costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this MOU.
7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of Singapore, without regard to conflict of law principles, and the parties submit to the exclusive jurisdiction of the Singapore courts.
8. **Resolution of disputes.** If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by joint consultation between the parties in the spirit of mutual cooperation.
9. **Term.** The duration of this MOU shall be one (1) year commencing from the Effective Date.
10. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing.
11. **Agency & Third Party Rights.** This MOU does not create any agency, partnership or business relationship between the parties. Save as aforesaid, a person who is not a party to this MOU has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term thereof. In particular and to the extent legally possible, the parties specifically exclude the application of any law in Singapore or elsewhere which provides that any third party has the right to enforce this MOU.

*[Handwritten signature]*


*[Handwritten signature]*






IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

**VMWARE INTERNATIONAL LIMITED**

By:   
Print Name: MAYANK SRIVASTAVA  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GLA University**

By:   
Print Name: A. K. Singh  
Title: Registrar  
Date: 16/5/19



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**Profilety Consulting Pvt Ltd**

(Vmware Education Partner)

Referred as - Profilety

and

**GLA University, Uttar Pradesh**

Referred as - GLAU

enter into following Agreement for Execution

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**Agreements**

(1) The following services shall be provided by PROFILETY to support GLAU–

- a. Execute various Training programs engineering students and faculty members in the identified areas i.e Cloud Computing, on case-to-case basis. The offering of PROFILETY Training programs as on date is attached along with for ready reference of GLAU.
- b. Provide the trained faculty for conducting the various programmes, as required – also organize Train the Trainers Program to have inhouse full time / part-time faculty, as required for GLAU on chargeable basis.
- c. Provide Master Sets/ Training Kit of Training Material / Manuals etc. to GLAU
- d. Assessment & Certification of the courses and participants. Keep a record of each certificate / trainee. Providing Certification to the participants.
- e. PROFILETY shall provide Certifications like VMware Certification from VMware India for programs / candidates on additional payment, as per mutual discussion and agreement with GLAU.
- f. PROFILETY shall provide an affiliate authorisation letter to GLAU for usage as per requirement. PROFILETY shall also provide visibility to GLAU as an affiliate in its website and any other promotions relevant to GLAU.

(2) GLAU shall be responsible for the following activities –

- a. Put a name board of institution with PROFILETY Affiliation clearly shown (both in logo as well as written format) outside/inside their premises.
- b. Provide the necessary infrastructure such as classrooms, laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various training programmes as per the requirement of PROFILETY.
- c. Provide the necessary utilities, such as power, water, etc. as required for the training center (if available).
- d. To engage the GLAU in confidence of PROFILETY. Also to deploy the trainers and organize 'Train the Trainers' program at GLAU campus learning with support of PROFILETY.







- e. GLAU shall manage student admission/nominations for engineering students, Faculty & technicians for the training programs and projects.
- f. GLAU shall collect Tuition / Sponsorship fees, other fees & deposits from trainees. PROFILETY shall manage the accounting and taxation as per the Indian laws.
- g. Support in organising facility for industrial training of the trainees at Industry Works / Project sites subject to availability – known to GLAU

(3) Financial Arrangement –

- a. GLAU shall be self-funded for all operations. GLAU should pay the training fee collected from the students to Profilety through Cheque after deducting the amount for student development & support.
- b. All operating expenses relating to training, such as maintaining the infrastructure, water, audio-visual equipment, etc. including electricity will be borne by GLAU
- c. All expenses relating to the Accommodation, Boarding & Lodging of the faculties and PROFILETY persons visiting the campus from time to time will be borne by GLAU.
- d. All expenses related to organizing the training within the campus, shall be borne by GLAU. In addition GLAU shall pay a mutually agreed amount towards providing the training material to GLAU, if multiple copies are procured by GLAU.
- e. All relevant statutory taxes and returns shall be the liability of respective parties only.
- f. PROFILETY shall be paid an Annual Fees of Rs. **2.05 Lakhs (Rs. 2,05,000)** against signing-up of this agreement by GLAU latest by 01/05/2019. **Which includes training of 41 students and certificate of participation from VMware Education**, Failing to this MOU will be cancelled and would be treated as void.

- (4) The intellectual property belongs to the respective parties. Any un-authorised usage of any training material and or any intellectual property delivered as a part of training or training delivery, which is provided by PROFILETY or its associates, or its copying for self-use or use by any other related or un-related companies of GLAU, shall result in immediate termination of this agreement and claim of damages by PROFILETY to GLAU

**Period of validity**

- (1) This contract is revocable and has a duration of 1 year, from the date of signing by both the parties.
- (2) After a period of 1 years, the extension of this contract for another 1 year shall be decided mutually and agreed and signed as a written agreement.

**Termination of contract**

- (1) If gross negligence is proven or otherwise, the contract can be terminated by either party. This shall include any negligences on the Intellectual Property Rights of any individuals or organisations, or non-interest of any partner to go ahead with this agreement, for any reason whatsoever.
- (2) At termination or end of the contract "GLAU" will:
  - a. Stop using the terminological link to PROFILETY and abstain from utilizing any connected Services






- b. Destroy all notices of the link between "GLAU" and PROFILETY and the connected services as well as all public relations and advertisement material on this subject.
- (3) The termination in any way shall not affect any assignment which is under progress and any payments due to either of the parties by the other party, and the termination clause shall be applicable on the party / project, only after completion of the assignment and clearing any payment dues.

#### Final provisions

- (1) This contract is complete concerning its content. No other stipulations exist. Changes and additions to this contract demand a written form for their validity.
- (2) Place of jurisdiction for any business dispute is Chandigarh, India. First options shall always be mutual negotiations and discussions or arbitration within the best practices of the Indian national laws. Single arbitrator shall be appointed by mutual consent of both the parties within 30 days of failure of dispute settlement by mutual negotiations and discussions.
- (3) In case any individual agreement of this contract is or becomes invalid the other regulations are not affected. The invalid regulation is to be replaced by another valid regulation which comes closest to the parties' intended agreement.
- (4) Standard Force majeure clause as applicable in India shall apply.

Signed in City Name on dated. Mathura, 16/5/19

On behalf of GLA UNIVERSITY, Authorised Signatory



Mr.

Name: A. K. Singh

Designation: Registrar

GLA University, 17km Stone, NH-2, Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406  
+91 5662-250900, Fax +91 5662-241687 www.gla.ac.in, admissions@gla.ac.in

On behalf of PROFILETY, Authorised Signatory



Mr.

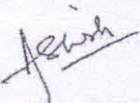
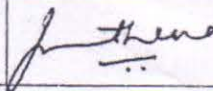
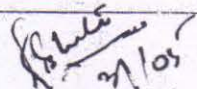
Name:

Designation:

Profilety Consulting Private Limited (VMware Education Partner), C-203, 4<sup>th</sup> Floor, World Tech Tower, Mohali Industrial Area, Phase 8B, Sector-74, Mohali, Punjab - 140308, www.profilety.com, info@profilety.com, Helpline 8851-355002



# APPROVAL MATRIX | CONTRACT EXECUTION SHEET

PARTICULARS OF SUBMITTER			
SUBMITTED BY  SIGN: 	Name: Ashish Kalvakota		
	Business / Corporate Unit: Bangalore Center		
	Phone/Cell: 9606984333		
	Email: ashish.kalvakota@globallogic.com		
	Date of Submission: 27th May 2019		
RETURN INSTRUCTIONS	Post execution, who will own/keep the hard copy? Submitter - <input type="checkbox"/> Yes <input type="checkbox"/> No No, please provide details of correct person: Sahana Paul (sahana.paul@globallogic.com)		
DETAILS OF CONTRACT			
GLOBALLOGIC ENTITY	<input type="checkbox"/> GlobalLogic Technologies Limited <input checked="" type="checkbox"/> GlobalLogic India Limited <input type="checkbox"/> Other - Please specify:		
OTHER PARTY DETAILS	Mr. Ashok Kumar Singh (Registrar) GLA Mathura (State name of other contracting party/parties)		
DOCUMENT TITLE/ DESCRIPTION	State full name of document and other relevant attachments GLA Mathura - Memorandum of Understanding		Is GlobalLogic template used? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Products / Services : Pre Engagement with campus hires <i>GLA University</i>		GL Location: Bangalore
	Contract Term : 2 Year Start Date: June 3 <sup>rd</sup> 2019   End Date: June 3 <sup>rd</sup> 2021 (Every year renewal)		
TOTAL VALUE OF CONTRACT (TCV)	NA		
RELATED CONTRACTS	Is this document supplementary to an existing agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details:		
SUB-CONTRACTS	Will sub-contractors be engaged to support this Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No		
BID/PURCHASE ORDER DETAILS	<input type="checkbox"/> Bid proposal title & number or purchase order # <input type="checkbox"/> Not applicable to this agreement		
DEPARTMENT APPROVALS			
WHO HAS APPROVED THE TERMS? (Submitter's BU Head & Legal approvals mandatory. Other approvals according to nature of contract)	BUSINESS UNIT	NAME OF APPROVER	SIGNATURE OF APPROVER & DATE
	Business Unit Head	JIJO MATHEW	
	Procurement / Commercial		
	Finance / Tax		
	Legal	RICHA ISHTA	 27/05





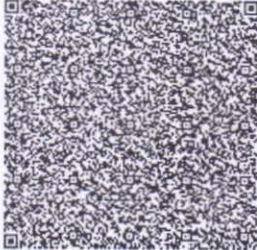
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL27682837050091R
Certificate Issued Date	: 10-Jan-2019 02:36 PM
Account Reference	: IMPACC (IV)/ dl860303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL86030360304325587104R
Purchased by	: GLOBALLOGIC INDIA LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GLOBALLOGIC INDIA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: GLOBALLOGIC INDIA LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

### MEMORANDUM OF UNDERSTANDING

This nonbinding Memorandum of Understanding ("MOU") is executed on this **27<sup>th</sup> day of May, 2019** ("Effective Date"), between

**GlobalLogic India Limited** having its principal offices located at 207 Gupta Arcade, L.S.C, Plot no. 5, Mayur Vihar Phase 1 Extension, Delhi-110091 (hereinafter referred to as "GlobalLogic") which expression where the context so admits be deemed to include its successors and assigns of the first part;

And

**GLA University** is a privately funded State University established through an act of State Legislature of Uttar Pradesh (Act 14 of 2009), having its registered office at 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) INDIA (hereinafter referred to as "GLA") which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its successors and permitted assigns of the second part.

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





(Hereinafter individually referred to as "Party" and collectively referred to as "Parties")

## RECITALS:

Whereas:

- A. Global Logic is a full-life cycle product development services leader that combines deep domain expertise and cross-industry experience to connect makers with markets worldwide.
- B. GLA University is the best private technical university in Uttar Pradesh (UP). approved and recognized by University Grants Commission, NCTE and Pharmacy Council of India.
- C. GlobalLogic, would like to engage with GLA University to develop industry oriented, practice based human resources to bridge the industry-academia gap.
- D. The Parties desire to collaborate with each other to develop academic and educational co- operation and to promote mutual understanding between the two organizations (hereinafter referred to as the "Purpose").

## NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

### 1. TERM

1.1 This MOU shall be valid for a term of two (02) years from the Effective Date, unless it is terminated earlier as per clause 11 of this MOU. This MOU may be renewed for further term, subject to mutually agreed terms and conditions.

### 2. STATEMENT OF INTENT & SCOPE OF MOU

2.1. Both Parties agree to explore the opportunity of developing the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity:

- a) **Help develop Faculty and researchers**
- b) Developing prototypes, live projects and research projects for mutual benefit 2.1.3  
Conducting lectures and organizing symposia
- c) Help build academic information and materials
- d) Promoting collaboration in fields of mutual interest
- e) Promoting other academic co-operation as mutually agreed

2.2. The development and implementation of specific activities based on this MOU will be planned by the Schools/Departments that carry out the specific projects. Both parties agree to carry out these activities in accordance with the laws and regulations of the respective countries.

2.3. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support at the end of concerned Party.

2.4. The Parties are also willing to explore on the following to enhance industry-academia partnership:

- a) GlobalLogic agrees to help GLA in building programs for engineering graduates in the third year of their graduation, for improvement in their communication and corporate mannerism. Selected GlobalLogic executives will also be the Subject Matter Experts for specific sessions in GLA.
- b) To improve their subject knowledge and awareness from third year onwards, GlobalLogic may consider engaging few of them on their technology environment, if possible. Possibility of setting up a prototype version of this environment at GLA will be explored.





- c) GlobalLogic may at its sole discretion, invite students who have gone through skills enhancement workshops as part of lab, to participate in it's in Campus / off campus placement drive as per defined guidelines and criteria's.
- d) Both the parties may make efforts to organize Technology Conclave to promote thought leadership in the areas of Emerging technologies, Innovative solutions and Management issues

### 3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1. "Confidential Information" means and includes all business, financial, technical and other data and information relating to the business, operations, products, services or solutions of either Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") for the purposes of this MOU.
- 3.2. Each Party agrees that Confidential Information is and shall be confidential and proprietary to the Disclosing Party and where it is the Receiving Party, agrees not to disclose Confidential Information to any third Party without the express written permission of the Disclosing Party. The Receiving Party shall take all necessary precautions to maintain the secrecy and confidentiality of such Confidential Information. However a Receiving Party may reveal Confidential Information disclosed by the other Party to those of its employees, representatives and affiliates (collectively "Representatives") who have a need-to-know, provided the Receiving Party puts similar obligations of confidentiality on such representatives.
- 3.3. The above obligation of non-disclosure will not be deemed to restrict a Receiving Party from using and/or disclosing any of the Confidential Information which:
  - a) is or becomes publicly known or comes within the public domain without the breach of this MOU,
  - b) was legally known to it prior to its receipt thereof from the Disclosing Party,
  - c) is separately developed, whether before or after the date of this MOU, by persons not privy to the Confidential Information,
  - d) has been or is legally disclosed to it by a third Party who is not under an obligation of confidence, or
  - e) is required by law or by any Court or governmental agency or authority to be disclosed, in which case the Receiving Party will provide prompt notice of such request or requirement to the Disclosing Party.
- 3.4. The provisions of this Section 3 shall survive termination of the MOU for a period of three (03) years.

### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. Intellectual Property Rights' means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, knowhow and other intellectual property rights (whether registered or unregistered) and all applications for any of them, actual or pending anywhere in the world.
- 4.2. The Parties undertake: 1) to protect each other's intellectual property, 2) not to use each other's intellectual property without the prior written consent, 3) ensure the confidentiality of such intellectual property within their respective organizations, 4) not to use each other's intellectual property, should this arrangement be dissolved. The Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party.





**5. LIMITATION OF LIABILITY**

5.1. In no event shall either Party be liable to the other Party for any special, indirect or consequential damages, including, but not limited to, loss of revenues, loss of profits, savings, anticipated savings, business and goodwill even if either Party has been advised of the possibility of such damages.

**6. RELATION BETWEEN THE PARTIES**

6.1. This MOU shall be on a principal-to-principal basis and shall not create any Principal-Agent relationship between the Parties.

**7. AMENDMENTS**

7.1. No modification or amendment to this MOU shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both the Parties.

**8. ASSIGNMENT**

8.1. Neither Party shall assign or transfer its rights and obligations under this MOU (in whole or part) without the prior written consent of the other Party. However, GlobalLogic can assign or transfer this MOU to any of its affiliates and/or subsidiaries.

**9. SEVERABILITY**

9.1. In the event any portion of this MOU is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this MOU shall remain in full force and effect.

**10. FORCE MAJEURE**

10.1. Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, strikes, riots, wars, fires, epidemics, earthquakes, explosions, acts of god or Government or police action or any other cause which is beyond the reasonable control of either Party.

**11. TERMINATION**

11.1. This MOU may be terminated by either Party, without any cause, by giving 30 days' prior written notice to the other Party.

11.2. GlobalLogic may, at its option, immediately terminate this MOU in the event of a breach by GLA.

**12. NOTICES**

12.1. Any notice pursuant to this MOU shall be given in writing and shall be deemed to have been properly given when personally delivered or mailed by certified or registered mail, postage pre-paid, addressed as follows:

Organization : GlobalLogic India Ltd.

Representative : Mr. Ashish Kalvakota

Designation : Associate Vice President, Engineering

Address: GlobalLogic India Limited - Bangalore  
Bangalore ,Off Airport Road KA ,India





Organization : GLA University, Mathura

Representative : Mr. Ashok Kumar Singh

Designation : Registrar

Address : 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.)

### 13. DISPUTE RESOLUTION & GOVERNING LAW

- 13.1. All disputes arising out of or in connection with this MOU shall be attempted to be settled within (60) Sixty days following the day of written notification of the dispute by either Party, through good faith negotiations between the senior management of both the Parties.
- 13.2. If the dispute is not resolved amicably within thirty (30) days from the date of commencement of discussions or such longer period as the Parties agree in writing, the same shall be referred to for arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be held in New Delhi and be conducted in the English language. The award of the arbitrator(s) shall be final and conclusive and binding upon the Parties.
- 13.3. The validity, interpretation and implementation of this MOU shall be governed by and in accordance with the laws of India.

### 14. Non Binding Engagement.

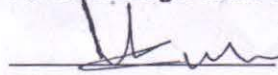
- 14.1. The parties agree that neither party will be under any legal obligation of any kind whatsoever (including to enter into a future/conclusive agreement) with respect to the opportunities discussed by virtue of this MOU, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations at any time. This MOU does not create a joint venture or partnership between the parties.

### 15. COUNTERPARTS

- 15.1. This MOU shall be executed in two original copies, so that one each can be retained by each of the Parties. Each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS THROUGH THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE FIRST ABOVE WRITTEN.

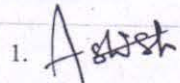
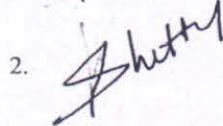
For GlobalLogic India Limited

  
(Authorized Signatory)

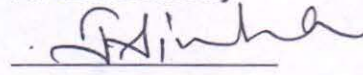
Name: Mr. Rajat K. Mehta

Designation: Additional Director

Witnesses:

1. 
2. 

For GLA University



(Authorized Signatory)

Name: Jaideep Sinha

Designation: V.P. - Corporate Relations





# **Academic Affiliate Agreement**



The IET Academic Affiliate Agreement is made on **26<sup>th</sup> April, 2019** by and between **IET Services (India) Private Limited** ("IET Services"), a body incorporated under the laws of India whose registered office is at Unit No. 405 & 406, 4<sup>th</sup> Floor, West Wing, Raheja Towers, M G Road, Bangalore, and which is a wholly owned subsidiary of the Institution of Engineering and Technology ("The IET"), a body incorporated by Royal Charter and a charity registered in England and Wales (no.211014) and Scotland (no.SC038698) whose registered office is at Savoy Place, London, WC2R0BL and has the sole and exclusive distributorship to market and sell in its own name, "The IET" memberships in India;  
AND **Ganeshi Lal Aggarwal University, Mathura** for the confirmed partnership status of Academic Affiliate.

The IET Academic Affiliate Agreement will be referred to as the Agreement and **Ganeshi Lal Aggarwal University, Mathura** will be referred to as the University hereinafter.

## 1. Term:

This Agreement shall begin on **1<sup>st</sup> May 2019** and will end on **30<sup>th</sup> April 2020** which is the confirmed duration period. Provided, however, the student membership(s) availed under this Agreement will continue for the duration of the course (up to four (4) years).

## 2. Acceptance:

The Student memberships will be for the duration of a course. In signing this Agreement the Institute will motivate students for student memberships.

Current student membership fees\* are as follows:

For first and second year students (fees for duration of course): INR 3,450.00

For third year students (fees for duration of course): INR 2,100.00

For fourth year students (fees for duration of course): INR 1,300.00

\*The fees may change each year

Total Number of IET Student memberships (*anticipated at time of signing Agreement*)

Year	Undergraduate	Postgraduate
First		
Second		
Third		
Fourth		

Total student memberships\_\_.



### 3. Additional—Membership fees paid by the University for University employed staff:

The IET Membership must be for a twelve (12) months period and is relevant to Associate or Member categories. All IET Memberships for University employed staff, under the terms of this Agreement, will have one start date. University staff with current IET Membership will have their start date aligned to one start date.

In signing this Agreement the University undertakes to pay IET Membership fees for at least **20** faculty staff.\*

\*This number will be maintained by the university in order to keep its Academic Associate status.

The current Member / Associate fee is INR 6,900.00.

### 4. Charges:


The University will issue a purchase order to IET Services. The purchase order should cover the cost of Student membership for the maximum number of Students expected to participate in the scheme and the cost of IET Membership for University employed staff expected to participate in the scheme. The IET will invoice the University for the exact number of IET Student, Associate and Member applications received, which may be more than one invoice.

University purchase order number:

### 5. Student membership applications:

The University agrees to forward the IET Student, Associate and Member application forms, as detailed in sections 2 and 3 above, at the earliest opportunity, to IET Services, Unit No.405 & 406, 4th Floor, West Wing, Raheja Towers, M.G. Road, Bangalore, 560001, India. Alternatively, IET Service's Academic Account Manager may collect the IET Student, Associate and Member application forms from the University.

### 6. Contact and payment details:

University & Dept. Name: <b>Ganeshi Lal Aggarwal University, Mathura</b>
Contact Name: 
Position:
Email:
Tel No.:
Course Title: <b>Academic Affiliate</b>

University Invoice Address (Accounts Payable)  17km Stone, NH-2, Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406  Tel no. <b>05662 250 900</b>
---

For office use only:

IET Darwin Academic Affiliate code group
IET Account Manager



**Terms and conditions:**

1. This IET Academic Affiliate Agreement is between: IET Services (India) Private Limited ("IET Services") & Ganesh Lal Aggarwal University, Mathura
2. The IET Academic Affiliate Agreement will be referred to as the Agreement and Ganesh Lal Aggarwal University, Mathura will be referred to as the University hereinafter.
3. In signing this Agreement the Institute will motivate students for student memberships. The Student memberships will be for the duration of course (up to four (4) years).
4. To be eligible for the IET Academic Affiliate Scheme a University must agree to pay for faculty staff (as agreed in section 3 overleaf) to become IET Members, either Associate or Member category, for a period of 12 months. IET memberships awarded under this scheme will have one start date for all Associates or Members. Existing IET Members, in any category, will have their current membership start date aligned to the new scheme start date where the University is paying the membership fees. The University will not be entitled to claim a refund for any University staff that leaves the University's employment during the twelve (12) month IET membership period.
5. Newly recruited University staff will be eligible to join the scheme with the same scheme start date. Staff nominated for IET memberships by the University are required to submit their applications along with the necessary supporting documents within 4 weeks from the scheme start date/payment date. There will be no refunds by IET Services, in case of non-receipt of any new applications within the specified timeline.
6. Three (3) months before the IET membership end date, the University will confirm to IET Services the names of members who need to be removed from the scheme for the next membership renewal period and the names of new University employed staff who will be applying for IET membership under the scheme. If the University is renewing the membership payment for existing Members, payment will be required two (2) months in advance of the membership end date.
7. If the Agreement between IET Services and the University is not renewed, the University agrees to inform their staff and Students that the responsibility of renewing and paying for their respective IET membership will be an individual requirement.
8. "Student membership" as defined in Bye-law 13 of the IET is suitable for those undergoing a programme of study, as required by the IET's Board of Trustees, and who intend to satisfy the requirements for the category of Member of the IET. All IET members in any category need to comply with the Rules of Conduct and the Bye-laws of the IET. IET Student member advantages are detailed at [www.theiet.org/membership](http://www.theiet.org/membership).
9. Membership fees are detailed on the IET Service's website [[www.theiet.in](http://www.theiet.in)] Membership fees are reviewed at the beginning of each calendar year at IET Services' sole and absolute discretion.
10. An IET Services staff representative will deliver a membership recruitment talk and issue IET Student and Associate and Member application forms to the University students and relevant University employed staff, at a time and location mutually agreed with the University.
11. University students and relevant University employed staff will be invited to complete and return the IET Student, Associate and Member application form to the IET Services staff representative. The IET Services staff representative will collect, check and return all completed forms to IET Services ensuring the correct number of IET Student, Associate and Member applications are returned.
12. Within two (2) weeks from the date of execution of this Agreement, the final implementation plan (format provided by IET Services) with all the requisite details/information mentioned by the University will be executed between IET Services and the University. If the implementation plan is not in place/has not been finalized, IET Services will not be able to effectively deliver the Academic Affiliate services/activities to the University and cannot be held responsible for such non-delivery of services/activities.
13. A purchase order will be raised by the University for the anticipated maximum number of University students and relevant University employed staff, required under the terms of the Agreement, which will be submitted to IET Services along with this Academic Affiliate application form.
14. Upon receipt of a valid purchase order from the University, IET Services will issue an invoice against the purchase order for payment for the minimum number of IET Student member's and University employed staff.
15. IET Services reserves the right to cancel the membership of the IET Students, Associates and Members when payment from the University, under the terms of this Agreement, is not received within the payment term period.
16. Payment for each IET Student, Associate or IET Member is final and regardless of circumstance there will be no refunds. Transfer of membership between IET Student, Associate or IET Members is not permitted and any transfer in violation of this requirement will be treated as null and void and IET Services will not be obligated to extend any benefits to transferees. The University must inform IET Services of any IET members who leave the University.
17. Full-time postgraduate students are eligible for IET Student membership. Part-time postgraduate students are not eligible for IET Student membership.
18. The University gives IET Services and/ or the IET permission to use the University logo on the IET Services or The IET website and in marketing and sales of the IET's Academic Affiliates scheme, as per the University's Brand Guidelines.
19. The University will obtain the prior written consent of IET on a case by case basis and strictly comply with the IET Brand Guidelines before using the IET Academic Affiliate logo in any communications, marketing material etc.
20. Renewal of this Agreement will be done on an annual basis subject to mutual agreement by both parties.
21. Either party may cancel the Agreement under the following conditions:
  - (i) If, during the duration of the Agreement period, either party has failed to meet the conditions of the Agreement.
  - (ii) If, during the duration of the Agreement period, both parties have agreed to cancel by mutual consent.

In either case, three calendar months' notice, in writing, will be required by both parties.
22. The parties hereby undertake to comply with the provisions of the Indian Data Protection Rules prescribed under the Indian Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as well as with the UK Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.
23. IET Services reserves the right to adapt or change IET Academic Affiliate benefits and will provide the University, three calendar months' notice in writing of change(s).

Signature (University)

*Ashok Kumar Singh*  
Ashok Kumar Singh  
Registrar

Print Name:

Position: GLA University, Mathura (U.P.)

Date

Signature (IET)

Print Name: Mr. Raghavan

Position: Head – Membership and Partnership

Date: 03-05-2019

This form should be returned to IET services (India) Private Limited, Unit No 405 & 406, 4th Floor, West wing, M.G.Road, Bangalore-560001, India



Memorandum of Understanding (MoU)

Between

G.L.A University – Mathura

&

Rubicon Skill Development Pvt. Ltd.

For Training students on Rubicon's Campus to Corporate Program

This Memorandum of Understanding is made at Noida on 18<sup>th</sup> day of June 2019.

G.L.A University - Mathura, U.P (India) hereinafter referred to as "THE COLLEGE" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

Rubicon Skill Development Private Limited a Company incorporated and registered under the Companies Act, 2013, having its Corporate office at 801, 8<sup>th</sup> Floor, Tower 1, World Trade Centre, Pune - 411014, Maharashtra, hereinafter referred to as "Rubicon" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.

1. Introduction

THE COLLEGE has decided to partner with RUBICON for the conduct of Tomorrow's Foundation Connect with Work Program (hereinafter referred to as "Training Program") at THE COLLEGE.

2. THE COLLEGE Responsibilities:

- 2.1. Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Programme.
- 2.2. Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct the Training Program.



  
Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)



- 2.3. Shall provide all the support services and facilities to **RUBICON** during the conduct of the said Training Program. Adequate power backup through UPS and DG supplies during the training sessions.
- 2.4. Shall coordinate with RUBICON and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by RUBICON, as per schedule communicated by RUBICON.
- 2.5. Provide lodging, wherever available, as per the standards of RUBICON for faculty conducting the Training Programme for the total duration of the Training Programme plus two days (one day prior and one day after closure). The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.
- 2.6. Shall share the details of students in a prescribed format to ensure that there is no duplication of beneficiaries.
- 2.7. This is a multi-year program to create social impact. The college shall share few details to assess the impact of the program. For e.g. Placement details of trained students will be required to assess the impact of the program from one year to another year.
3. **Rubicon Responsibilities:**
- 3.1. Will provide necessary training as per Training Programme requirements and curriculum for delivery as per Annexure I to this MOU.
- 3.2. Will provide suitable faculties for the training exclusive for classroom training.
- 3.3. Will conduct assessment of its own and also arrange external assessment as required.



  
Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)



#### 4. Other Terms & Conditions:

The following are other terms and conditions of engagement.

4.1. Batch Size: The batch size would need to be a min/ max of 35-40.

4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program.

4.3. **Pre-assessment & Selection:** RUBICON may carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with RUBICON.

4.4. Programme schedule:

4.4.1. Training Program scheduled commencement date \_\_\_\_\_

4.4.2. Scheduled Completion Date: and will be completed by not later than \_\_\_\_\_

4.5. Commercial:

4.5.1. **Training Fees:** The training Fees is as follows,

Since, this is a CSR funded Program there is no fee payable by THE COLLEGE for this Training Program.

4.5.2. **Payment Terms:** Not Applicable

4.6. **Certification:** Students who are successful in the assessment conducted by RUBICON shall be awarded a certificate post completion of the training program.

4.7. **Term of engagement:**

This MoU is valid from the date of sign off by both parties for a period of Two years, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.



  
Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)



#### 4.8. Limitations and Warranties :

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

#### 4.9. Termination:

- 4.9.1. Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.
- 4.9.2. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programmes, which would be without any hindrance and would be progressed for completion.

#### General Terms:

- 5.1. Both the parties may receive information proprietary to other party (the Confidential Information) in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.
- 5.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, titles and interests therein.



  
Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)



5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other.

5.4. Each party shall be at liberty to terminate this MOU with a written notice period of three (3) month to the other party without any compensation and seeking legal redress.

**6. Jurisdiction:**

In the event of any litigation, the court of jurisdiction shall be Pune.

**7. Indemnification**

Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

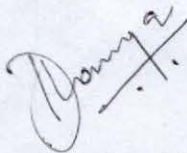
Any claim, compensation, case initiated by any student against Aricent in relation to the Training Program due to any acts or omissions of COLLEGE and/or RUBICON shall be defended and contested by the COLLEGE and RUBICON at their sole expenses and cost keeping Aricent indemnified from the same.

**8. Limitation of Liability:**

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

**9. Notices:**

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.



Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)

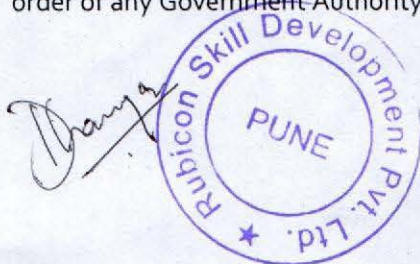


10. **Intellectual Property Rights**

- 10.1. RUBICON explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the THE COLLEGE has no rights to use the content and mode of delivery for any other purpose.
- 10.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
- 10.3. Upon expiration of this MoU, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.

11. **Force Majeure:**

- 11.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 11.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence



  
Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)



of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.


IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-

Party of the First Part

For-  
G.L.A University

Stamp of the Party

Signature of Authorised  
Signatory :  
Name of Authorised Signatory

  
Ashok Kumar Singh  
Mr/Mrs Registrar  
GLA University, Mathura (U.P.)

Designation :

Director / Registrar

**Witness**

Signature of Witness

Name of Witness :



Party of the Second Part

For Rubicon Skill Development Pvt. Ltd.

Stamp of the Party:

Signature of Authorised  
Signatory :  
Name of Authorised Signatory

Designation

  
Pravir Kumar  
Chief Executive Officer  
  
for (DHANYA NARAYANAN)



**Witness**

Signature of Witness

*Patil*

Name of the Witness

Dipika Patil





**Annexure 1**

New Hire Training/ Personality Development/ Employability Skills				
Sr. No.	Topic	Methodology	Learning Objectives	Duration
1	Expectation setting	Role play	To learn Industry expectations from freshers	1
2	Ice breaking	Introduction	To know more about the trainer & candidates	1
3	Organizational Structure	Case study	To learn Organizational structure	2
4	SWOT Analysis	Free speech	To identify their Strength/Weakness/Opportunities/Threat	2
5	Corporate Jargons	Presentation	To learn most commonly used words in corporates	1
6	Public Speaking	Extempore	To eliminate stage fear	2
7	Presentation Skills	Power Point presentation	To articulate your thoughts through Power point presentation	2
8	E-mail Etiquette	Presentation/Mock E-mails	To learn E-mail writing skills	2
9	Grooming	Presentation/Do's & Don'ts'/Role play	Dress to impress/ Proximity/ Personal hygiene/	2
10	Body language	Role play	To learn positive body language	1
11	Telephone Etiquette	Role play/Mock Calls	To handle telephonic round of interview/ To learn call mechanics	2
12	Group Discussion	Group activity	To assess candidates' public speaking skills	2
13	Personal Interview	Mock Interviews	To perform well during interviews	4
				24 hrs.