

### IMS ENGINEERING COLLEGE GHAZIABAD (YEAR OF ESTABLISHMENT - 2002) [Approved by AICTE & Affiliated to AKTU, Lucknow]



### **Supporting Document**

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

Year	2015-16	2016-17	2017-18	2018-19	2019-20
Number of MOUs	5	1	1	6	5
			1	0	3

S. No	Name of the institution/ industry/ corporate house	Year of signing MoU	Duration	Page No
1	Indian Testing Board	2015	1 Year	2-3
2	NetCamp Solutions Pvt Ltd	2015	1 Year	4-5
3	Rhythm Automation Control	2016	5 years	6-44
4	NPTI, New Delhi	2016	1 Year	45-58
5	IMSEC	2016	3 Years	59-61
6	SAP	2017	l year	62-68
7	Centum Foundation	2018	1 year	69-70
8	Institute for Industrial Research and Toxicology, Ghaziabad	2019	5 Years	71-73
9	Trinity Mobile Apps, Ghaziabad	2019	1 year	74-75
10	AUJUS Technology Pvt. Limited, Sec. 62, Noida	2019	2 Years	76
11	Tevatron Technologies Pvt. Ltd.	2019	3 years	77-79
12	Redhat	2019	3 years	80-93
13	TrakInvest Pte Ltd.	2019	1 year	94-97
14	Monteage Services, Noida	2020	1 year	98-99
15	NetCamp Solutions Pvt Ltd	2020	I year	100
16	Antrix Axademy of data science	2020	1 year	101
17	EdGate Technologies	2020	l year	102
18	Hantech Engineering & Technologies Pvt. Ltd. Delhi	2020	3 years	103-105





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MEMORANDUM OF UNDERSTANDING

BETWEEN

IMS Engineering College, Ghaziabad, U.P

Indian Testing Board (ITB), A-108B, Sector-58, Noida

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is made on day of MAY 2015 between IMS Engineering at NH-24, Adhyamik Nagar, Near Dasna, Ghaziabad, and Uttar Pradesh-201009, hereinafter referred as "INSTITUTE"

AND

INDIAN TESTING BOADOC SOLD A School of Applied Legisling in Design

A-108B, SECTOR-58, NOIDA Sting (SALT), A-108B, Sector-58, Noida

**ITBIME MOU** 

MS Engineering College
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Damis -

ITB is the International Software Testing Qualifications Board (ISTQB) approved national board of India, responsible for the "ISTQB-Certified-Tester" Certification in India, founded in February 2004

SALT, pioneered and steered by world-renowned experts in the software engineering, Management, pedagogy and learning technologies established in 2011.

Hereinafter Indian Testing Board (ITB) would be referred as 'Knowledge Partner'

The parties wish to enter into an agreement, for selected students, in respect to establishing a Test Lab as known as Test Centre of Excellence in IMSEC. The Test Lab will do the following:

- Shall conduct professional Software Testing Training of 120 hrs
- SALT based skill assessment for the students undergoing training b.
- Conduct ISTQB foundation level examination

In addition, A Certified Mobile Professional lab (CMAP Lab) will also be established under the Test Lab that will offer certification in Mobile Development and Testing including Automation, Performance and Security.

The parties have entered into this MoU to strengthen Industry-Academia Interface & develop Industry oriented technical skills among students & faculty.

### Now therefore both the parties hereby agree as follows:

- 1.1. KNOWLEDGE PARTNER will establish Test Lab to be named as 'Test Centre of Excellence' under 'Centre of Advanced Computer Learning & Development' of Computer Science & Engineering department at IMSEC, whereas IMSEC will provide necessary infrastructure resources for the training including existing computers and projection systems.
- 1.2. The INSTITUTE in collaboration with KNOWLEDGE PARTNER will work together by promoting Industry oriented learning & skill development of students through self developed programs & courses.
- 1.3. Knowledge partner will provide necessary resources & help the students for Industry oriented certification programs.
- 1.4. KNOWLEDGE PARTNER will also be responsible for skill enhancement of faculty & staff through various learning & development programs.
- 1.5. KNOWLEDGE PARTNER will share the expertise on latest IT technologies among students of IMSEC for developing industry oriented projects.
- 1.6. Both the partners will work in the direction of organizing IT related conferences at IMSEC to provide a platform for technocrats from various industries to share their expertise & contributions.

1.7. Both the partners will work together towards the all round development of students & employees of both the companies through knowledge sharing.

NG BOARD

Entry College IMSE

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### **Netcamp Solutions Private Limited**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is made on 27th April 2015 between IMS Engineering College, Ghaziabad incorporated under the laws of India and having its registered office at NH-24, Adhyamik Nagar, Near Dasna, Ghaziabad, and Uttar Pradesh-201009, hereinafter referred as "INSTITUTE"

### AND

Netcamp Solutions Private Limited P-130, Jadunath Sarkar (Lake Terrace) Road, Kolkata-700029

We would like to take this opportunity to introduce ourselves as Netcamp Solutions Private Limited.

We are a Kolkata based Network Education Company, & conduct various network management certificate programs in partnership with several institutions under Netcamp programs.

We have successfully conducted network management program with the following institutes -

- Indian Institute of Technology, Patna (IITP)
   MNNIT Allahabad
- NIT Patna
- · Birla Institute of Technology, Mesra, Ranchi
- Birla Institute of Technology, Extension Centre, Patna
   IMS Engineering College, Ghaziabad and many more.

NETCAMP SOLUTIONS PRIVATE LIMITED

Director

Professor & Head Department of Computer 16 I.M.S. Engineering College Ghaziabad

Director

IMS Engineering College

Netcamp Solutions Private Limited CIN - U74900WB2013PTC193456 P-130, Jadunath Sarkar (Lake Terrace) Road, Kolkata-700029 www.netcamp.in



The parties wish to enter into an agreement, for students, in conducting a similar training program on Network Management at IMSEC

Netcamp will do the following:

- a. Shall conduct professional Network Management Training of 90 hrs
- Necessary software for the lab classes will be provided by Netcamp
- c. Netcamp will conduct regular tests to evaluate Participant's progress on a day to day basis. Test includes time bound individual and group lab test along with theory and a final project. Two training certificates to be issued to each student (one for completion of the training program and the other for the successful completion of the project). Top 5/10 students will be given an additional certificate

The parties have entered into this MOU to strengthen Industry-Academia Interface & develop Industry oriented technical skills among students & faculty.

### Now therefore both the parties hereby agree as follows:

- 1.1. Netcamp will conduct training program on Network Management and Ethical Hacking with Web Development from 26<sup>th</sup> May 2015 to 9<sup>th</sup> June 2015 in IMSEC
- 1.2.The INSTITUTE in collaboration with Netcamp will work together by promoting industry priented learning & skill development of students through self developed programs & courses.
- 1.3. Netcamp will provide necessary resources & help the students for industry oriented program.
- 1.4 Course fee: Certificate in Network Management and Ethical Hacking with Web Development (Includes Information Security and countermeasures for hacking) Rs.3000/- per student
  - \*\*\* 10% of the total training amount will paid to IMSEC for infrastructure use
  - 1.5 Netcamp will share the expertise on latest IT technologies amongst students of IMSEC for developing industry oriented projects.
  - 1.6 Both the partners will work in the direction of organizing IT related conferences to provide a platform for technocrats from various industries to share their expertise & contributions.
  - 1.7 Both the partners will work together towards the all round development of students & employees of both the companies through knowledge sharing.

FOR NETCAMP SOLUTIONS PVT LTD

**METCAMP SOLUTIONS PRIVATE LIMITED** 

soul Porkait

Director

Santu Purkait (Director)

FOR IMS ENGINEERING COLLEGE

Department of Computer oc.

I.M.S. Engineering C

Dr.Pankaj Agarwal (HOD-CSE)

IMS Englished College



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### MEMORANDUM OF UNDERSTANDING



RHYTHM AUTOMATION LEARNING CENTRE (ABB authorized Channel Partner)

Authorised System Integrator

IMS ENGINEERING COLLEGE

IMS ENGINEERING COLLEGE, GHAZIABAD and RHYTHM AUTOMATION LEARNING CENTRE (ABB authorized channel partner), have jointly decided to set up a Centre of Excellence (herein referred to as COE) for training on Industrial Automation.

Whereas this agreement is signed on 12-Jan-2016 between

RYIMS Engineering College a self financing Engineering institution having its registered office NAGAR, GHAZIAGAD - 201009 and existing under the laws of India

thin Automation Learning Centre registered under Companies Act' 1956 (No 1 of 1956 and existing under the laws of India, having its registered office at C-222, Sector-63, Noida, LLP(201307), India

OV urpose. Rhythm Automation Learning Centre(ABB authorized channel partner) have agreed to establish an Automation Training Lab ( COE ) at premises of with below mentioned roles and responsibilities:

Date

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Authorized Signatory

Gimelabas



### Roles and Responsibilities

Rhythm Automation Learning Centre (ABB authorized channel partner) agrees to:

Responsibility/Activity

- All Automation Hardware/Software Expenses (as well as banners & hording) incurred in setting up the lab will be borne by Rhythm Automation.
- Hardware, Software & Accessories required for establishing labs will remain sole property of Rhythm Automation until and also after expiry of this MOU.
- 3. Prepare course material, conduct training and exams for students
- 4. Provide Certification to the students who complete the training.
- 5. Provide training manuals to the students.
- 6. The training courses shall be open for all students of IMS and also all students of outside colleges
- Provide faculty members for conducting training courses
- 8. Rhythm Automation shall bear the HRA cost, if housing facility of IMS is utilized.
- Rhythm Automation shall maintain healthiness of all Hardware, Software & Accessories provided by them.
- Rhythm Automation shall arrange for industrial visits of students as and when they feel required for which the costs shall be borne by the students.
- 11. For up gradation and service of material is required then the Rhythm Automation Learning Centre (ABB authorized channel partner) could be taking out material from the COE at IMS Engineering College.

### IMS Engineering College agrees to:

Responsibility/Activity

- Lab infrastructure covering training space, lighting, air-conditioning, furniture, computer hardware, UPS supply, projector etc. required for setting up the Labs.
- Security of the automation Hardware, Software & Accessories (brought by Rhythm Automation)
- Shall maintain the Lab infrastructure, lighting, air- conditioning, furniture, computer hardware, UPS supply etc. in good healthy condition.
- 45 Shall bear the electricity, water and all government charges levied for such labs.
- S. Allow entry of all outside students (students from other colleges) undergoing training in such COE for theory as well as practical classes.
- 6. IMS Engineering College shall not guarantee any limit to no of students to be enrolled.
- IMS Engineering College shall allow Rhythm Automation Learning Centre to display specially designed advertisements/banners for such COE at mutually agreed places.



ABB

Authorised System Integrator

Rhythm Automation Control (P) Ltd.

Works: C-222, Sector-63, Noida, Gautam Budha Nagar, (UP) India

Phone: +91-120-4329488, Fax: +91-120-4329487

Email: sales@rhythmautomation.com

Director

Director

College

Ghazinbad



B. Fee Structure agreed by both parties:

Courses	Who should attend	Duration	
PLC + SCADA		Duration	Fees
	II/III/IV year students	30-35 hours	
		50-55 Hours	Rs 5,000/ - pe
			participants

C. Mutually agreed Terms and Conditions:

a. 70% fees shall be shared by Rhythm Automation and 30% fees will be shared by IMS management for IMS Engineering College students.

b. 70% fees shall be shared by Rhythm Automation and 30% fees will be shared by IMS Engineering College management for outside students.

c. Fees to be collected by the Rhythm Automation as

1. In one installment and within one week after the registration of the student is done.

d. If there is any kind of dispute in collection of Fees from the students then the management of the IMS Engineering College will take care of fees collection.

D. <u>Timeframe</u>. The time period this MOU will be in Effect.

This MOU will commence on 12-Jon-2016 and will dissolve at the end of the grant funding period on Syems. Shall be for 5 (Five) years.

E. Whereas both parties agree to work with above said roles and responsibilities. However in case of any dispute arising the same shall be settled by the arbitrators appointed by each party. In case the disputes are not settled and the parties wish to separate then all the hardward, software and accessories provided by Rhythm Automation shalf be taken back by Rhythm Automation and IMS Engineering College shall support and help them in doing so without any objection and prejudice.

**F.** Execution of COE: Rhythm Aut mation shall ensure complete material delivery within 6 weeks from the date of signing this MOU. During this time IMS Engineering College shall also ensure that the infrastructure and accessories for the COE are arranged so that the lab can be setup.



Authorised System Integrator

Rhythm Automation Control (P) Ltd.

Works : C-222.Sector-63, Noida, Gautam Budha Nagar (UP) India Phone : +91-120-4329488, Fax : +91-120-432948?

Email: sales@rhythmautomation.com

Director IMS Engineeric College Ghanaland



g. Confidentiality. Each party agrees that the existence and terms of this MOU are confidential and shall not be disclosed to any third party.

### Rhythm Automation Control Pvt. Ltd

Address: 6-222, Secker-63, Noida, U.P (201307)		
Telephone(s): +91-9212444630,+91-981822 8587		
E-Mail Address: training @ rhy thm externation. Com		malio
Authorized Official:  Signature Printed Name and Title	136	mst (8)

IMS Engineering College

Address: Ims Engineering College, NA-3 Telephone(s): 0120-3013 800	14 Adhyanik Nagar, Chap	isked, UP
Telephone(s): 0120-3013 800		(201009)
E-Mail Address: director & Inser a	c-in	Name of the last o
Authorized Official: Loben Muk my-		· 02 11 ·
Signature	Printed Name and T	itle (DIRECTUR)
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OFFICE & TRAINNING: -

RHYTHM AUTOMATION CONTROL PVT. LTD ADDRESS: - C-222, Sec-63, Noida, G.I. Nagar, U.P., INDIA-201307

PHONE: -+91-9958444794,+91-813 506644

Email- yashpal@rhythmautomation.co; training@rhythmautomation.co FACTORY: -

RHYTHM AUTOMATION CONTR L PVT. LTD ADDRESS: - Plot No. 100, Udycg Kendra-II, Ecotech-III, Greater Noida, G.B.Nagar, L.P., INDIA-201308. PHONE: - +91-9212444630; \$818228587 Email- anil.sharma@rhythmautomation.com

Authorised System Integrator

Rhythm Automation Control (P) Ltd.

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R.K. KAULHYKO Advocate/Notary, GZE

Director Cottone

### IMS Engineering College, Ghaziabad

### Department of Electrical and Electronics Engineering

From: HOD (EN)	To: All HODs

Date: 2<sup>nd</sup> May 2019

Now a day's almost all manufacturing industries are proceeding for automation to survive in globally competitive market to increase productivity and improve quality of products. This increases the demand of trained engineers in the field of industrial automation. In order to meet the demand of modern automated industries in terms of skilled technocrats and well trained engineers, Department of Electrical and Electronics Engineering has established a Centre of Excellence on Industrial Automation (PLC/SCADA) in C Block Room no 307 in collaboration with ABB India Ltd.

The main aim of this Centre is to bridge the gap between the requirement of modern industries and knowledge of our graduates. This will also enhance the worth of institution in terms of providing summer training, increase in placement and interaction with industrialist.

In this regard the Centre is going to provide 4 week summer training on PLC/SCADA as per details given below.

So you are requested to motivate the students to join summer training program to enhance their technical skill as well as placement opportunity.

### Details of Training:

Duration: 4 Weeks

Course Contents: Attached

Course Fee: Rs 5000/- per student

### Note:

- > Rs 1500/- discount will be given in fee for the IMSEC students after attaining minimum 90% attendance during training.
- > Final year project assistance will be provided to the students after successfully completion of summer training.

HOD EN

IMS En la College

### IMS Engineering College, Ghaziabad Department of Electrical and Electronics Engineering

Date: 21/08/2019

The second secon	
From: HOD (EN)	To: Director Sir

It is to put in your kind information that department of Electrical and Electronics Engineering has organised an industrial summer training program at ABB Industrial Automation Centre in two batches (10<sup>th</sup> June-5<sup>th</sup> July and 10<sup>th</sup> July-5<sup>th</sup> Aug 2019). Fee details of students for above summer training program is as follows:

Sr.	Sr. Internal	No of	Fee @per month	Training	
No.	Students	(Rs)		Total Amount	
1	Internal (IMSEC)	43	5000	1 Month	215000/-

This amount has been collected by Rhythm Automation Control Pvt. Ltd., an authorized channel partner of ABB, who has provided the training.

As per MOU, the share of fee to be given to college (@30%) =Rs 64500/-

Total fee reimbursed to IMSEC students=64500/-

Submitted for your kind approval.

Mr. R. K. Chauhan

HOD (EN)

### IMS Engineering College, Ghaziabad ABB Industrial Automation Centre

Batch 1 (Duration: 10th June-5th July 2019) Details of fee refunded to students secured 90% of training attendance

	Decaus of fee refur	ided to student	s secured 90% o	f training attendance	·
Sr. No	Students Name	Branch	Fee Submitted	fee refunded @30%=1500/-	Signature
1	Aamir Aziz	EN	5000/-	1580/-	Ai
2	Abhishek bhatnagar	EN	5000/-	1500/-	Abhahet
3	Akash Singh	EN	5000-1-	15001-	AH
4	Aman Chaurasia	EN	5000-/-	1500-1-	and
5	Anuradha Chaudhari	EC	5000/-	1500/-	Anwoodh
6	Arvind Singh	EN	50001-	15001-	Axingh
7	Deepak Agnihotri	EC	5600 -	15-60/-	Deepale
8	Devesh Gupta	EN	5000-to	1500/2	Received
9	Gagan Solanki	EN	5000	1500/-	gazar
10	Harsh Gurehiya	EN	5000 -	1500 -	nauh
11	Pankaj kumar	EN	50001=	1800	roup
12	Prakhar Mall	EC	5000-	1500 -	Falcher
13	Prashant Shishodia	EN	5000/-	1500/-	Q
14	Priya Saxena	EN	5000/-	1500	Pariya
15	Priyansh Goswami	EN	5000/-	1500/-	Injana.
16	Rakhi Tripathi	EN	50001-	15001-	Rakho
7	Ravi Pratap	EN	5000/-	1500/-	Harriprotat
8	Rimsha Iqbal	EN	5000/-	1500/-	Profe of
9	Satyam Shivansh	EC	50001-	1500/-	Saylem >
0	Shubham Mittal	EN (	50001-1	5001-	Shu Bhes
\$200	Tathagat Gupta	EN	7000 -	1500/-	Received

Yashpal Singh Director-Training, Rhythm Automation Control Pvt. Ltd

IMS Engine College

### IMS Engineering College, Ghaziabad ABB Industrial Automation Centre Batch 9-(Duration: 10th July-5th Aug 2019)

Details of fee refunded to students secured 90% of training attendance

Sr. No	Students Name	Branch	Foo	Fee refunded @30%=1500/	1.
1	Aman	EN	50001-	1500/-	30 hm
2	Anmol Gupta	EN	5 ovel-	1500/-	Auto.
3	Anuj Kumar Maurya	EN	2000/-	1500/-	BI
4	Arun Datt Kaushik	EN	5000 -	1500/-	Bloom
5	Ashutosh Sharma	EN	5000/	1500/-	Akun
6	Faisal Haneef	EN	5000-1	1500	FK Gailp
7	Kartik Sanonia	EN	5000/-	1500/-	Sally.
8	Mohd.Danish	EN	5000/	1500	Den.
9	Mohd.Khalid	EN	5,000	1500	
10	Prachi Jain	EC	5,000	ISoo	Prachi
11	Pratiksha kachhawaha	EC.	5,000	1500/-	Pronto
12	Priyanka Gupta	EC	5000	1500	Publi
13	Sahil Khan	EC	5000/-	1500/-	Solu
14	Shaşhwat Srivastava	, EC	5000-	15001-	Heistwat
15	Shesh Narayan Tiwari	EN	50001-	1500/-	Marcya
16	Srishti Kaushik	EC	5000	5001-	SA.
17	Shiv Bhushan Mishra	EC	50001-	1500/-	Phi Mio
18	Shubham Saini	EC	5000/-	1500/-	Sublan
19	Shubham verma	EN	51000	1500	8lebber
20	Sudhanshu Dwivedi	EN	5000/-	1500/-	Sidhaylin.
21	Unnati Malviya	EN	5000	1500	comaty
22	Vishesh Singh	EN	5600	1500	Visherly

Yashpal Singh

Director-Training, Rhythm Automation Control Pvt. Ltd



Date: - 10 / 08 / 19 ISO 9001:2008



NAAC Accredited with a Grade

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Industrial Automation Training during B. Maly 19 to 7 th dus 19 This is to certify that Mr. Ms.

at ABB Industrial Automation Centre IMS Engineering College, Ghaziabad., covering

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Rhythm Automation Learning Centre Director - Training



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Date:-10 / 08 / 19

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at ABB Industrial Automation Centre IMS Engineering College, Ghaziabad., covering

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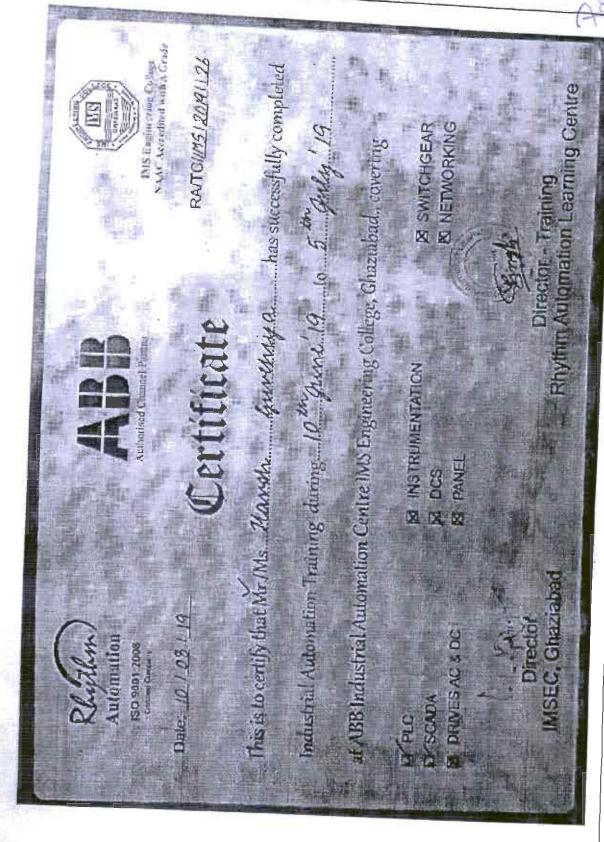
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Director - Training

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NAAC Accredited with A Grade IMS Engineering College

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at ABB Industrial Automation Centre IMS Engineering College, Ghaziabad., covering

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Rhythm Automation Learning Centre Director - Training

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Industrial Automation Training during 10 th June 19 to 5 th July 19

at ABB Industrial Automation Centre IMS Engineering College, Ghaziabad., covering

INSTRUMENTATION

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M PLC

B SWITCHGEAR

M NETWORKING

IMSEC, Ghaziabad Director

Rhythm Automation Learning Centre Director - Training







Date:-10 /08 / 19

### Certificate

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at ABB Industrial Automation Centre IMS Engineering College, Ghaziabad., covering

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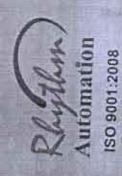
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NAAC Accredited with A Grade IMS Engineering College

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Industrial Automation Training during 10th June 19 to 5th July 19

at ABB Industrial Automation Centre IMS Engineering College, Ghaziabad., covering

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Certified Company

Date: 10 / 08 / 19





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Industrial Automation Training during 8 th July 19 to 7 th dug 19

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Rhythm Automation Learning Central Director - Training

MSEC, Ghaziabad Director

Automation ISO 9001:2008





Date:-10 1 08 1 19

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Director - Training
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ISO 9001:2008 Certified Company

(RHYTHM AUTOMATION Learning Centre Noida - INDIA)

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Date:-10/08/2019

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Director - Training Rhythm Automation Learning Centre

Training Centre:

Training: Rhythm Automation Control Pyt, Lld. C-222, Sec. 63, Noida (U.P.) 201 307, Phone: +91-120-4329488 Head Office:

IMS Engineering College, Ghazlabad RKGIT Engineering College, Ghazlabad Vidya Engineering College, Meerut



ISO 9001;2008 Certified Company

(RHYTHM AUTOMATION Learning Centre Nolda - INDIA)

Authorised Channel Partner

Date: - 10 /08 / 2019

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Head Office:

Training: Rhythm Automation Control Pvt. Ltd. C-222, Sec. 63, Noida (U.P.) 201 307, Phone: +91-120-4329488

Training Centre:

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ISO 9001;2008 Certified Company

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Rhythm Automation Learning Centre Director - Training

IMSEC, Ghaziabad Director





Director

TMS Engineers College



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### MEMORANDUM OF UNDERSTANDING BETWEEN NPTI-NR & IMS Engineering College (IMSEC)

This Memorandum of Understanding (MoU) is made on this the 24th day of October, 2016 for Training partnership under skill development mission of Government of India; initially training programmes (for 2nd, 3rd year and 4th year Engineering students) and after fruitful results and with mutual understanding to further harness the Training potential to various other batches of the IMSEC.

### Between

NATIONAL POWER TRAINING INSTITUTE (NR), an autonomous society of Ministry of Power, Government of India and having Northern Region office at NTPC Complex, Badarpur (New Delhi) represented herein by its Deputy Director, hereinafter referred to as "NPTI-NR", of the ONE PART;

IMS Engineering College (IMSEC), Address National Highway 24, Near Dasna, Adhyatmik Nagar, Ghaziabad, Uttar Pradesh 201009 duly approved by AICTE, NAAC Accredited With 'A' Grade and affiliated to A.P.J. Abdul Kalam Technical University, Lucknow, and represented herein by its Director, hereinafter referred to as IMSEC , of the OTHER PART.

Both 'NPTI-NR' and 'IMSEC' are individually referred to as "Party" & together as "Parties" herein.

WHEREAS, NPTI-NR Is the National Apex Body, set up by the Hon'ble Ministry of Power, Government of India for Human Resource Development in the Power Sector. It has over 5 decades of professional expertise in the field of HRD in Power Sector with Industry Specific Technical Interface and is one of the best institutions of its kind in India fulfilling the demand of power sector and allied energy sector.

To cater the need of power sector for trained manpower, NPTI-NR has been playing vital role in India & abroad and conducting different programmes throughout the year. Recently NPTI-NR has also started skill development programmes from 2016-2017.

AND WHEREAS, IMSEC, is an Engineering college of National repute and having eligible students of approx 800 (Mechanical Engineering & Electrical & Electronics Engineering) for workshops planned in coming month of February 17.

AND WHEREAS, IMSEC have evinced interest in tying up with NPTI-NR for fulfilling their training needs for their future Engineers ( $2^{nd}$ ,  $3^{rd}$  year and  $4^{th}$  year) initially, which may be extended to other batches also; and

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for this purpose have decided to enter into this MoU to outline the mutual understanding of training needs by the Parties.

In this regard upon successful implementation of the arrangement, the parties are interested to work together for a mutually beneficial and strategic alliance in respect of the Training potential under skill development mission in India.

### NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

### Article 1 OBJECTIVE

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1.1 The objective of this MoU is primarily to discuss and finalize the modalities and using the Facilities of IMSEC and training expertise of NPTI-NR, for the 3 day skill development programme for long term benefit of the eligible future engineers of IMSEC.

### **Article 2 SCOPE OF ASSOCIATION**

.2.1 As part of the objective of the MoU, NPTI-NR and the existing facilities of the IMSEC & arrive at a broad framework of the Training association between the Parties.

It was brought out that:

- a. IMSEC has a strong student's strength and very capable team to coordinate the training programme at their premises.
- b. IMSEC has very good infrastructure facilities for students, including auditorium for conducting training programme for 3 days, having seating capacity of approx 250, equipped with latest audio, video and power backup facilities.
- 2.2. NPTI-NR expressed its interest in conducting training programme of 3 days on, "Elementary concepts of power generation from coal "where NPTI-NR does not have representation with IMSEC for extending the training programme to other batches of students after completion of programme for 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> year students.
- 2.3 In response, IMSEC expressed their willingness to conduct the training programme at their college on mutually decided dates.
- 2.4 In response, IMSEC expressed that faculties may also be allowed to attend the programme without any charges, for their technical up-gradation accepted by NPTI-NR.
- 2.5 In response, IMSEC expressed that all the promotion including banners, photographs for the training programme & local media will be taken care by IMSEC.
- 2.6. In response, NPTI-NR expressed that there will be two sessions per day of 3 hours each, one in FN (1000 Hrs 1300 Hrs) and AN (1400 Hrs to 1700 Hrs) and lunch break of 1 hour.

Further a tea/snacks break per session (both in FN and AN session) is also envisaged and all the expenses of snacks/tea will be borne by IMSEC.

2.7 In response, IMSEC expressed that training certificates may be distributed from NPTI-NR for those participants who attends the programme on the last day of concluding session.

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- 2.8 In response, IMSEC expressed that Engineering graduates undergoing the B.Tech. (04 year degree course) in Mechanical Engineering & Electrical & Electronics Engineering branches would be highly suited for the programme.
- 2.9 In response, NPTI-NR expressed that The course contents are designed in such a way that the live scenario of Thermal power generation will be presented ,explained and demonstrated to the participants with the help of state of the art CBT's. Tentative Programme Details (Elementary concepts of power generation from coal).
- 2.10 IMSEC requested NPTI-NR, to visit IMSEC one day prior to the start of workshop, so as to guide and monitor the preparations of workshop, news briefings, inaugural ceremony, attendance sheets finalization, certificate preparations etc etc. NPTI-NR accepted the same and assured best cooperation from their side.
- 2.11 IMSEC requested NPTI- NR will conduct other skill development programmes for their students during next session 2017-2018 i.e smart grid technologies, solar power generation O & M NPTI NR agreed to conduct similar programmes in future also.

### Tentative programme finalized for February 2017

Day-1 (FN Session) 1000 hrs to 1300 hrs

10 am - 1.00 pm - Basic concept of Coal to electricity generation (including break and Q &A session)

Day-1 (AN Session) 1400 hrs to 1700 hrs

2 pm - 5 pm -elementary concepts of Boiler and Auxiliaries (including break and Q &A session)

Day-2 (FN Session) 1000 hrs to 1300 hrs

10 am - 1 pm - Basic concept of Turbine & Auxillaries- (including break and Q &A session)

Day-2 (AN Session) 1400 hrs to 1700 hrs

→ 2 pm – 5 pm - Basic concepts of Generator and Auxiliaries- (including break and Q &A session)

Day-3 (FN Session) 1000 hrs to 1300 hrs

10 am – 1 pm - Basic concept of Balance of Plant & its importance/ Super Critical Boilers– (including break and Q &A session)

Day-3 (AN Session) 1400 hrs to 1700 hrs

2 pm - 5 pm Summarizing BTG of Power plant /multiple choice test / Valediction (certificates distribution)

### **Article 5 COSTS & EXPENSES**

3.1 IMSEC shall bear the costs/expenditure including boarding expenses (if any) of NPTI-NR technical team/ Faculty /Industry experts to achieve the objectives of this MOU.

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- 3.2 IMSEC shall bear the costs/expenditure on advertising in banners, photographs, and news/print media if
- 3.3 IMSEC shall bear the costs/expenditure on snacks and lunch served during the session break.
- 3.4 The expenses under sline 3.4 will be over and above the above mentioned in sline 3.1, 3.2 and 3.3 (any one option needs to be chosen by the college/Institute/Industry). ,

### Option-1

NPTI-NR will charge a lump sum (Invoice to be raised by NPTI-NR) of 20,000/ - + taxes and duties ( as applicable)/ programme ( 4 sessions out of total 6 sessions will be delivered by industry experts) from IMSEC which includes the payment of honorarium to external faculties/industry experts and conveynance charges to external faculties tied up by NPTI-NR and miscellaneous expenses and cost of certificates.

### Option-2

NPTI-NR will charge a lump sum of 13,000/ - + taxes and duties ( as applicable)/programme ( 2 sessions out of total 6 sessions will be delivered by Industry experts) from IMSEC which includes the payment of honorarium to external faculties/industry experts and conveyance charges to external faculties tied up by NPTi-NR and miscellaneous expenses and cost of certificates.

### Option-3

NPTI-NR will charge a lump sum of 6,000/ - + taxes and duties (as applicable)/ programme (all 6 sessions will be delivered by NPTI experts) from IMSEC which includes the miscellaneous expenses and cost of certificates payment of honorarium to external faculties/industry experts and conveyance charges to external faculties tied up by NPTI-NR.

Note- In case IMSEC is exempted from service tax then sufficient proofs must be submitted before the start of programmes, so that NPTI-NR shall not raise service tax on IMSEC.

### Option -2 is opted by IMSEC

### Article 4 CONFIDENTIALITY

- 4.1 All information, documents and any other technical data whether provided in the form of hard copies or in digital or electronic form including by way of Emails etc whether marked as confidential or otherwise (hereafter referred to as "Confidential Information") belonging to either party shall always be kept confidential and used only for the stated purpose in terms of these presents, by the authorized Officials dealing with the project contemplated under this MoU. Under no circumstances shall such Confidential Information be disclosed to any other person or party by the Receiving Party without the prior express written consent of the Disclosing party.
- 4.2 Either party shall not disclose the contents of this MoU or about the association between the Parties to the press/media except to the extent necessary for the successful conclusion of the tie up on a need to know basis and with specific intimation to the other party.
- 4.3 In case of violation of the covenant on confidentiality, the Party aggrieved by such disclosure will have the right to immediately terminate this MoU apart from obtaining such other legal remedy from a competent court of law against the party in default or their Officers/agents/representatives, to protect their business interest.

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4.4 This covenant on Confidentiality shall survive the termination or expiry of this MoU for a Period of at least 6 (six) months.

### Article 5. ADDRESS FOR THE PURPOSE OF COMMUNICATION

5.1 The address for the purpose of communication by either Party shall be as per preamble Hereinabove unless otherwise notified by the Parties to the other.

### Article 6. GENERAL

- 6.1 It is expressly understood and agreed by and between NPTI-NR and IMSEC that NPTI-NR is entering into this MoU solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this MoU and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that NPTI-NR is an autonomous legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Act. IMSEC expressly agrees, acknowledges and understands that NPTI-NR is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, IMSEC hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impeder claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this MoU.
- \* The summary of the emails and discussions has resulted in fulfillment of training needs of IMSEC under skill development mission the respective steps and procedures will be taken by both sides to find the successful optimal finalization of this project within the forthcoming period subject to necessary regulatory approvals and after complying with applicable procedures in India in respect of NPTI-NR. Both parties have mutually agreed that this MóU shall be valid initially for a period of one year from the date of its execution and can be terminated by either Party with a notice of 15 days to the other Party.

IN WITNESS WHEREOF, the authorized representatives of both Parties have set their hands to this MOU on the date mentioned first above in the presence of witnesses.

For and on behalf of

NPTI-NR, Radamur (New Delhi)

(DEEPARKUMAR SHARMA)

**DEPUTY DIRECTOR** 

1. Witness:

Rishi Asthonia

2. Witness

Annu.

For and on behalf of

(IM& Engineering College, Ghaziabad)

Dr. SRABANMUKHERJEE

DIRECTOR

Pedi Mar

Director
IMS Englished College

Draft Document for 3 day Skill Development programme by NPTI (MoP, Govt of India)

Name of Programme- " Elementary concepts of power generation from coal "

Who can attend the programme?

We would like to apprise you that National Power Training Institute (NPTI) is the

National Apex Body, set up by the Hon'ble Ministry of Power, Government of

India for Human Resource Development in the Power Sector. It has over 5

decades of professional expertise in the field of HRD in Power Sector with

Industry Specific Technical Interface and is one of the best institutions of its kind

in India fulfilling the demand of power sector and allied energy sector.

To cater the need of power sector for trained manpower, NPTI has been playing

vital role in India & abroad and conducting different programmes throughout the

year. Recently NPTI has started skill development programmes from 2016-2017.

Who can attend the programme?

1) As a part of skill development mission for training the fresh Engineers /

Engineering Graduates/Engineering post graduates , NPTI started " 3 day

programme on Elementary concepts of power generation from coal ".

2) Engineering graduates undergoing the B.Tech/BE (04 year degree course)

& ME/M.Tech (02 year) in Mechanical, Electrical branches would be highly

benefitted from the programme.

3) Faculties of Engineering and Technology in above mentioned trades may

also attend and enhance/update their skills in power sector.

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IMS Engineering Codlege





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## SI. No.: NPTI/NR/BDR/2014-17-128

# NATIONAL POWER TRAINING INSTITUTE (NR)

(Ministry of Power, Govt. of India)
An ISO 9001:2008 & ISO 14001:2004 Certified Institution

Badarpur, New Delhi-110044



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# NATIONAL POWER TRAINING INSTITUTE (NR)

(Ministry of Power, Govt. of India)

An ISO 9001:2008 & ISO 14001:2004 Certified Institution

Badarpur, New Delhi-110044

### CERTIFICATE

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(Ministry of Power, Govt. of India)
An ISO 9001:2008 & ISO 14001:2004 Certified Institution

Badarpur, New Delhi-110044

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Date: 04-02-2014

Place: Ghoriched

Director
Director
TMS Engineering College

Program Director



TEVATRON TECHNOLOGIES PVT. LTD.

3rd Floor, A-22, Sector-3

Noida – 201301 Uttar Pradesh, India

Phone : +91-120-4565405 Website: www.tevatrontech.com

Ref. No. TEVA/MOULTMS/16/ME

Date: 5 0 7 16

### MEMORANDUM OF UNDERSTANDING

### BETWEEN

Mechanical Department, IMS ENGINEERING COLLEGE, GHAZIABAD

### AND

### TEVATRON TECHNOLOGIES PVT. LTD. NOIDA

This Agreement made and entered into on this 5th day of July 2016 between Mechanical Department IMS Engineering College, Ghaziabad (hereinafter called IMSEC-ME) situated at NH-24, Adhyatmik Nagar, Near Dasna, District- Ghaziabad which is an Institute of academic excellence and Tevatron Technologies Pvt. Ltd. situated at A-22 Sector 3, Noida-201301 (hereinafter called "COMPANY" which expression shall include its successors and permitted assignees) with its registered office at J-522, Plot No Gh-04, Sector 119, Noida-201301.

### 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a) To promote interaction between IMSEC-ME and COMPANY through mutual knowledge sharing on R&D project.
  - ➤ First project which has been discussed between IMSEC-ME and COMPANY is SMART DUSTBIN
  - > IMSEC-ME will assist to COMPANY to make to design and built mechanical structure of dustbin.
  - > COMPANY may bear material cost of dustbin.(Cost should be less than Rs 10000)
  - Further project can also be discussed after having mutual discussion between both parties.

Powdown Technologies Pvt. Ltd

Director

- b) Innovative Skill Development Programs, Training, Workshops offered by COMPANY for IMSEC-ME students on-campus like mechatronics, Robotics, 3D PRINTER, CAD designing and PCB designing.
- c) Provide platform for deserving students of IMSEC-ME for Industrial Internship and Campus Placements.
- d) Provide Industry Interaction and update on latest emerging technologies to IMSEC-ME
- e) To provide a formal basis for initiating interaction between IMSEC-ME and COMPANY.

### 2. PROPOSED MODES OF COLLABORATION

IMSEC-ME and COMPANY propose to collaborate through

- a) R&D project: COMPANY ENGINEERS, students and faculties all will work together so that it would be win-win scenario for everyone.
- b) Summer Training, Winter Training, Workshops offered by COMPANY for IMSEC-ME students oncampus at IMSEC-ME in the areas of Embedded Systems/Robotics/Mechatronics/CAD design/PCB design etc.
- c) Conducting Faculty Development Program for IMSEC-ME in the areas of Robotics/Mechatronics.
- d) Conducting Workshops for IMSEC-ME students on latest advance technologies.
- e) Any other appropriate mode of interaction agreed upon between IMSEC-ME and COMPANY from time to time
- f) Provide platform for deserving IMSEC-ME students through Industrial Internship and Campus Placements opportunities.

### 3. CONFIDENTIALITY

During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party. The obligations above shall not extend to any confidential information for which the

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Director

Director

IMS Engineering College



TEVATRON TECHNOLOGIES PVT. LTD.

3rd Floor, A-22, Sector-3

Noida – 201301

Uttar Pradesh, India Phone: +91-120-4565405

Website: www.tevatrontech.com

Ref. No.....

Date: 05/07/14

receiving party can prove that this information in the public domain at the time of disclosure orcomes within the public domain without fault of the receiving party.

### 4. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their Affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

### 5. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time.

### SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

on behalf of

IMSEC-ME, Ghaziabad

**TEVATRON TECHNOLOGIES** 

Bγ :

Ву

Name: Dr V. V.

Name : Anurag Gupta

Title: HOD ME

Title : Director

Date : 05 07/16

Date :

Clay Director

IMS Engineering College Charmhad



Dear Sir or Madam,

We welcome you as a new member in our SAP University Alliances Program.

SAP University Alliances is a global program with more than 3,200 member institutions in over 111 countries that aims to shape the future of higher education. The program exposes students and faculty to the latest SAP technologies and enables universities and vocational schools to integrate SAP software into their teaching by partnering to build technology skills

SAP University Alliances Program members have access to a wealth of resources developed in collaboration with faculty, students, and SAP partners and customers around the world.

As an associate member, you have access to

- SAP University Alliances curricula
- Demos, Webinars and recordings
- Community membership
- Events and competitions
- Learning platforms

With full membership, you get all the benefits of the associate membership, as well access to

- The entire SAP license portfolio
- Partnership hosting and maintenance of SAP solutions through University Competence Centers
- First- and second-level-support through University Competence Centers
- Preferential invitation and participation in events

As a next step, you should register for the SAP Learning Hub, academic edition to get access to the curricula and other learning materials as well as the community forums. We recommend that at any point in time 3 lecturers from your institution should be registered to maintain continuity.

By scanning the QR code on the enclosed card and flyer, you will find more detailed information about the SAP University Alliances Program and the SAP Learning Hub academic edition

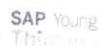
Best regards

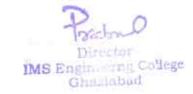
SAP University Alliances Team













### SAP® University Alliances Academic Educational Material Utilization **Contract for Teaching Purposes**

### University Alliances Program Associate Membership

Between

SAP SE

Dietmar-Hopp-Allee 16

69190 Walldorf

Germany

(herein: SAP)

And

IMS Engineering College

Nh-24, adhyatmik Nagar, near Dasna, Ghaziabad

201009 Ghaziabad

India

(herein: Educational Institution)

SAP grants to Educational Institution the right to use SAP University Alliances Academic Educational Material (herein: SAP UA Academic Education Material) for teaching purposes only. SAP will provide access to the required SAP UA Academic Education Material that Educational Institution, as an Associate Member of University Alliances, may use in compliance with the restrictions agreed between SAP and Educational Institution

This contract completely replaces all previous UA Academic Education Material utilization contracts that the parties have entered into together and such previous UA Academic Education Material Utilization contracts are of no effect

Now therefore the parties agree as follows:

### Article 1 Object of contract

- (1) The object of this contract is the right of Educational Institution, as an Associate Member of University Alliances, to use SAP UA Academic Education Material subject to the provisions of this contract.
- (2) SAP will make UA Academic Education Material available for Educational Institution's use through specified distribution channels.
- (3) This contract does not include any other goods, works, or services (for example UA Academic Education Material modifications, software licenses, installation, testing, or consulting), but their supply and provision may be agreed in a separate contract subject to SAP's general terms and conditions and list of prices and conditions.

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IMS Engineering College

IMS Engineering College Ghuzinbad



(4) The Educational Institution shall appoint, in writing, a dedicated contact person plus a deputy contact for the collaboration with SAP (name, title, role, postal address, e-mail address).

### Article 2 Terms of Educational Institution's utilization of SAP UA Academic Education Material

- (1) Educational Institution's permitted use of SAP UA Academic Education Material is restricted to the purposes of teaching of and learning by students of Educational Institution, and internal training for teaching staff. Educational Institution must ensure that only sufficiently qualified teaching staff teach classes relating to SAP UA Academic Education Material.
- (2) No use of SAP UA Academic Education Material is permitted for any commercial purpose, including but not limited to use on or to prepare for any consulting project, any development project, any project to train third parties, or any operational application.
- (3) For the permitted purposes, Educational Institution is entitled to access to the SAP UA Academic Education Material for an unlimited number of users. Teaching staff are entitled to access SAP UA Academic Education Material from work centers outside of Educational Institution to prepare for their classes. Students are not entitled to access SAP UA Academic Education Material from work centers outside of Educational Institution except during a class using SAP UA Academic Education Material or for the purpose of creating academic works. Educational Institution must take its customary care to ensure that students access SAP UA Academic Education Material from work centers outside of Educational Institution only for the purposes permitted in this contract.
- (4) Educational Institution must not permit any third party to use the SAP UA Academic Education Material for any purpose whatsoever. Cooperative use by educational institutions in the SAP UA program is a permitted exception, provided each of the cooperating educational institutions has a license for the UA Academic Education Material used.
- (5) Teaching staff at educational institutions that are not members of the SAP UA program are excluded from use of the SAP UA Academic Education Material. Exceptions require SAP UA's written consent. Application should be made to SAP UA in written form.

### Article 3 Title and rights

- (1) This contract does not assign to Educational Institution any copyright or other title to the SAP UA Academic Education Material by way of patent, trade secret, or otherwise.
- (2) Educational Institution, as an Associate Member of University Alliances, is permitted to use the SAP University Alliances Associate Member logo (herein, "UA Associate Member Logo") for the purposes of publications, presentations, own variants of the SAP UA Academic Education Material, web appearances and correspondence. Educational Institution's right to use the UA Associate Member Logo is automatically

Product Director College

Associate Membership V.3.2.1



terminated if this contract is terminated under article 10 (2, 3). In addition, SAP has discretion to revoke the right of Educational Institution to use the UA Associate Member Logo at any time, by sending a written notice of revocation to Educational Institution. In the event that Educational Institution's right to use the UA Associate Member Logo is revoked, either by contract termination or by written notice being sent, Educational Institution shall apply logo changes or remove the logo from any location where it is being used, within 30 days of the date of the notice of termination or notice of revocation. Educational Institution is not permitted to use or display any other logos of SAP, unless SAP gives its express permission in writing, in advance of any such use or display.

(3) SAP is permitted to use the Educational Institution's name and logo for purposes of the SAP University Alliances Program only, e.g. in the UA Program member list. Any other use requires Educational Institution's written approval in advance. SAP's right to use the Educational Institution's logo is automatically terminated if this contract is terminated under article 10 (2, 3).

### Article 4 Terms of Educational Institution's material utilization; Educational Institution's duties

- (1) Educational Institution will use the SAP UA Academic Education Material only for the purposes in article 2 (1). Classes may be officially listed in the curriculum with a tax-neutral reference to the relevant SAP UA Academic Education Material.
- (2) Educational Institution will record the use of the SAP UA Academic Education Material in conjunction with the corresponding lecture via the technical infrastructure provided by SAP latest at the end of the semester or lecture series where the SAP UA Academic Education Material has been utilized, as long as this doesn't harm the privacy of the users and / or copyrights of the users and / or Educational Institutions.
- (3) Educational Institution undertakes to use only the newest SAP UA Academic Education Material version offered via the various, outlined distribution channels.
- (4) In the context of its teaching work, Educational Institution may refer to SAP and SAP products. Educational Institution must not remove, alter, or otherwise render unrecognizable any SAP trademark, notably the SAP logo, from or on SAP material or UA Academic Education Material The SAP trademark license agreement current at the time of contract must be observed.
- (5) Educational Institution must at all times have enough nominated qualified contacts who have adequate knowledge to ensure that the educational prerequisites are in place at the Educational Institution for the SAP UA Academic Education Material to be used to proper effect (for example, teaching programs and materials created, student learning supported, service tickets accepted and processed).

Page 3 of 6

Associate Membership V.3.2.1

IMS Engineering College Ghazabad Third or IMS Engine on College Grand build



- (6) Educational Institution must ensure that all students and teaching staff using the SAP UA Academic Education Material are notified of the provisions of this contract as necessary.
- (7) Educational Institution undertakes to participate in regular surveys conducted by SAP. The purpose of the surveys is the collection of statistics regarding utilization of SAP UA Academic Education Material and shall help to improve the quality of the material and of the supporting processes. In case Educational Institution is not participating in these surveys more than 3 (three) times in a row, SAP shall have the right to terminate the contract according to article 10 (3).

### Article 5 Training courses

(1) SAP, at its own discretion, may provide suitable training material, in a form of SAP's choosing (e.g. recorded tutorials, documents or other) for Educational Institution's permanent employees on the SAP UA Academic Education Material covered in this contract.

### Article 6 Remuneration

(1) Provided Educational Institution complies with its duties in article 4, no remuneration is payable to SAP in consideration of the SAP UA Academic Education Material utilization.

Article 7 Agreement with SAP UCC – NOT APPLICABLE

Article 8 Hardware; Software; Database management system – NOT APPLICABLE

### Article 9 Reviews

- (1) SAP UA and Educational Institution may conduct reviews together to improve cooperation. The purpose of the reviews is to assess together the progress of cooperation between Educational Institution and SAP. To this end Educational Institution will prepare a curriculum overview with the following information: user organizations (departments, schools, and so on, of Educational Institution); teaching staff; classes (title, topics, number of teaching units per semester); number of participants in the class. Educational Institution and SAP UA will use the review to determine how their work together should proceed. Educational Institution undertakes to participate in such a review at SAP's request with not less than two months' advance notification.
- (2) SAP may request from Educational Institution a curriculum overview as described in article 9 (1). Educational Institution must then provide it to SAP in writing within two months.

### Article 10 Delivery date, term, and termination

(1) Educational Institution should agree the delivery date with the appropriate SAP UA representative separately.

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Page 4 of 6

Associate Membership V.3,2,1

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IMS Engineering College
Ghaziabad

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- (2) This contract comes into force when signed and extends for an initial term of 12 months. Thereafter it extends from year to year unless terminated by either of the parties' giving six months' written notice to the other.
- (3) In addition to the rights of termination set forth in article 10 (2), this contract may be terminated immediately by either party for cause upon the event that the other party commits a breach of any of its material obligations under this contract and fails to cure such breach within thirty (30) calendar days after written notice thereof from the non-breaching party, or commits a material breach which is incapable of cure.
- (4) From the time termination notice takes effect, Educational Institution is not entitled to offer classes or other services relating to the SAP UA Academic Education Material for the next semester. Educational Institution is entitled to continue to their conclusion on the terms of this license classes running at the time of termination notice and examinations relating to them.
- (5) Termination notice must be in written form.
- (6) At the end of the contract validity, Educational Institution must return all delivered goods and copies of SAP UA Academic Education Material received from SAP.

### Article 11 Warranty

(1) SAP will not provide any warranty service.

### Article 12 Maintenance

- (1) Contrary provisions in the GTC, section 10, notwithstanding, SAP will not provide any maintenance service under this contract.
- (2) This contract does not give Educational Institution any right to updates of the SAP UA Academic Education Material to be created and published by SAP UA Educational Institution is free to request such an update, and SAP has the discretion to approve or deny such requests. Where SAP agrees or otherwise chooses to develop an update to SAP UA Academic Education Material, SAP will be the sole developer of said update and will be the sole and exclusive owner of all updated material and all interim drafts, final versions and other work product developed as part of the update process.

### Article 13 Liability

- (1) The Educational Institution has the sole responsibility for material modifications and variants created by the Educational Institution in courses, and SAP herewith excludes any liability and warranty in connection with the Educational Institution's modifications and variants of the UA Academic Education Material. Educational Institution shall communicate problems to SAP precisely and comprehensibly.
- (2) Other than that, SAP nor the university is liable except in cases of intent or gross negligence. This does not affect liability in product liability law.

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IMS Engineering College Ghaziabad

Associate Membership V.3.2.1





### Article 14 Terms and conditions

(1) In the event of any conflict between the English and other language versions, the English version shall prevail.

**Educational Institution** 

(Place)

(Date)

(Signature)

Director

IMS Engineering College

Signee Name:

Ghaziabad

Signee Title:

SAP SE

Walldorf, 06.09.2017

(Place, date)

ppa. Dr. Bernd Welz

Chief Knowledge Officer

Products & Innovation

SAP SE

SAP SE

Dietmar-Hopp-Allee 16 D - 69190 Walldorf

Telefon: +49 6227 7-47474

+49 6227 7-57575

i.V. Dr. Michael Nuernberg

Regional Director SAP University

Alliances and SAP Next-Gen DACH

SAP SE



### MEMORANDUM OF UNDERSTANDING

### BETWEEN CENTUM FOUNDATION AND IMS Engineering College

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the CENTUM FOUNDATION whose address is 127, Neelagagan, Mandi Road, Sultanpur, Mehrauli New Delhi -110030 and the IMS Engineering College, whose address is National Highway 24, Near Dasna, Adhyatmik Nagar, Ghaziabad, Uttar Pradesh 201009

<u>Purpose</u>: The purpose of this MOU is to establish the terms and conditions under which the program will meet and function. This includes the deliverables from CENTUM side and the IMS Engineering College.

Term of MOU: This MOU is effective from today (1st June 2018) till 31st of March 2019.

### 1. Responsibilities of CENTUM:

As per the understanding between CENTUM and IMS Engineering College the following are the deliverables from CENTUM side.

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

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2. Responsibilities of IMS Engineering College:

As mutually agreed, the following are the deliverables from the side of IMS Engineering College.

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

### **CENTUM FOUNDATION**

Name: AKHILETH KUMAR SONI Signature:

Date: 06 06 2918

IMS Engineering College

Name: Paulkey Agam

Date: 06 6 18

Signature: D

William Chamberlan

Witness

Name: Signature:

Date:





### MEMORANDUM OF UNDERSTANDING BETWEEN INSTITUTE FOR INDUSTRIAL RESEARCH & TOXICOLOGY, GHAZIABAAD AND IMS ENGINEERING COLLEGE, GHAZIABAD

### Contest

IMS Engineering College (IMSEC) is an engineering and management college located in Ghaziabad, Uttar Pradesh, India. The college is affiliated to Uttar Pradesh Technical University (UPTU), Lucknow and approved by All India Council for Technical Education (AICTE), New Delhi. It is an ISO 9001-2008 CERTIFIED AND National Assessment and Accreditation Council (NAAC) accredited institution. The college was established in 2002 and offers B. Tech courses in six disciplines of Engineering. The college also offers post graduates courses in four disciplines and Ph. D. in Biotechnology. It has become research centre of MTU, Noida (Presently UPTU) in Biotechnology. It has academic alliance with ISRO in the form of IIRS outreach programme. Along with other various milestones IMSEC has been bestowed with "Excellence in Overall Performance" award jointly by AICTE & UP Govt. (National UP Education Award) in August 2013.

Institute For Industrial Research & Toxicology (IIRT), Ghaziabad is an independent self-sustaining multidisciplinary contract research institute conducting research and development in areas of special significance to industry, government agencies and organization. IIRT is committed to develop, innovate analyse and applied technology for products and processes. IIRT thrust areas are Materials Science, Analytical Sciences, Life Science Irradiation of Medical and Surgical products and Quality Assurance.

It is an ISO 9001-2008, Good Laboratory Practice and Quality Management System Certified.

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Page 1 of 3

### Purpose

The purpose of this Memorandum of Understanding (MoU) between Institute For Industrial Research & Toxicology, Ghaziabaad (HRT) and IMS Engineering College, Ghaziabaad (IMSEC) is to established scientific and research collaboration for the following activities

- 1. Short term project work for UG/PG Biotechnology student of the IMSEC to carried
  - 2. Summer Training of B. Tech Biotechnology students of IMSEC at IIRT.
  - 3. Faculty Research projects mutually agreed areas of cooperation for Research on Animals prior permission from the committee for the purpose of the control and Supervision of experiments on Animals (CPCSEA) Delhi is Must.
  - 4. Delivering Guest lectures as requested by IMSEC.
  - 5. Workshops on topics of mutual interest.
- 6. Organizing seminars/symposiums in the areas of mutual interest jointly by IIRT and

Individual activity shall be taken up based on specific request from IMSEC on case to case basis on mutually agreeable terms and conditions.

### Effective Date

This MoU will come into effect from the date of signing it by Authorised signatories of the

### Confidentiality

Information and data provided by the either party shall not be published or distributed without the approval of the party to provided information or data.

### **Duration and Termination**

This MoU shall remain in effect for 05 years. Any party to the MoU may terminate their perception in the MoU by providing 30 days advance written notice to all parties to the MoU.

### Renewal/Amendment/Extension

This MoU May be modified or amended by written agreement by both parties.

IMS Engineering

### Approval/Signatures

I we copies to be held by each of the sides in witness thereof

Signed on ......at,....at,....

Mr. N.N. Mishra

Director, HRT

Ghaziabad

Ms. Rashili Chamira

HOD, Blotechnology,

Ghaziabad

Dr. S.N Rajan

Dean R&D IMSEC.

Chaziabad

Witness:

Dr. Amit Kumar Pal

HOD- Toxicology

IIRT, Ghaziabad

Dr. Narender Kumar

Deptt of Biotechnology

IMSEC, Ghaziabad

Director IMS Engineering College Cheriahad



# Trinity Mobile App Lab Pvt Ltd

# Memorandum of Understanding

Between



(IMS Engineering College, Ghaziabad)

And

(Trinity Mobile App Lab Pvt.Ltd)

This Memorandum of Understanding (herein after referred to as MoU) is entered into on the 2nd day of Jan, 2019 by and between Computer Science & Engineering , under (IMS Engineering College), (Ghaziabad) herein referred to as IMSEC, and Monteage Services located at Trinity Mobile App Lab Pvt Itd.

As a part of the agreement, Trinity Mobile App Lab Pvt Itd will extend opportunities to selected students to work on innovative mobile app based projects with commercial aspect. Trinity Mobile App Lab Pvt Itd will extend this opportunity for the students as a under social responsibility towards society.

Trinity Mobile App Lab Pvt is also keen to establish an off-shore software development Centre under the name "Trinity Mobile App-Development Extension Center" at IMS Engineering Collège campus.

## Objectives & Functional Responsibilities

- 1. Students will be given regular opportunities to work on smart & innovative mobile applications with commercial aspect.
- 2. Students will be treated as project interns during the making of the project.
- 3. Students will also receive work experience letter from Trinity & appreciation letter from the department
- 4. The company will associate one employee as team leader with each student group working on a project.
- The project coordinator will avail all the technical specifications & associated documents to each team member.





# Trinity Mobile App Lab Pvt Ltd

## Period of Validity

This agreement shall be initially valid for one year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

Following projects have been identified & allocated to student incorporate the 2018-19

1	Map view dashboard
2	Project Governance
3	Field force automation
4	Smart City
5	Visitor Management System
6	Survey Management System

IMS Engineering College

on behalt of ve>>

Trinity Mobile App Lab Prost Ad Co

Authorised Signatory





# AUJUS TECHNOLOGY PRIVATE LIMITED

## Memorandum of Understanding

# Centre of Excellence on VLSI and Embedded System

# Professional Training on Semiconductor Technologies

- a. Aujus Technology Private Limited referred as ATPL, C 56/28 4th Floor Sector 62, Noida, UP, 201301, India
- b. IMS ADDRESS, (referred to as IMS henceforth).

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

#### General Terms:-

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

## Commitments from ATPL side:-

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

#### Commitment from IMS side:-

- 1. Support cum assistance required from college placement department during placement process.
- 2. ATPL/IMSEC to meet the lab requirements as per AKTU University Programmes and class room for the course. **Authorized Signatories:** μthorized Signatory:

Aujus Technology Private Limited:

Regd Off: A1/269, Safdarjung Enclave New Delhi -110029, India. Corp. Off: C-56/28 4TH FLOOR SECTOR 62 NOIDA UP 201301 Mo-+91 9999037484 Email: vaibhava.mishra@aulustechnology.com CIN-U74999DL2016PTC301989, GST-07AAOCA5503HIZQ





उत्तर प्रदेश UTTAR PRADESH

BETWEEN

CB 186339

DEPARTMENT OF INFORMATION TECHNOLOGY, IMS ENGINEERING COLLEGE, GHAZIABAD

AND

## TEVATRON TECHNOLOGIES PVT. LTD. NOIDA

This Agreement made and entered into on this 25 day of January 2019 between Information Technology Department of IMS Engineering College, Ghaziabad (hereinafter called IMSEC-IT) situated at NH-24, Adhyatmik Nagar, Near Dasna, District- Ghaziabad which is an Institute of academic excellence and Tevatron Technologies Pvt. Ltd. (<a href="https://www.tevatrontech.com">www.tevatrontech.com</a>) situated at B-032, B Block, Sector 63, Noida, Uttar Pradesh 201301 (hereinafter called "COMPANY" which expression shall include its successors and permitted assignees) with its registered office at B-032, B Block, Sector 63, Noida, Uttar Pradesh 201301

## OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

a) To promote interaction between IMSEC-IT and COMPANY through mutual knowledge sharing, industrial exposure, and carrying out industrial projects.

For Teverion Technologies Pvt. Ltd

Director.
IMS Engineering College
Gha mail and

- Some projects related to industrial applications and societal use were discussed and finalized between IMSEC-IT and COMPANY.
- IMSEC-IT will assist to COMPANY to design some projects. The COMPANY will association our students also in
- COMPANY would look into its development, marketing and implementation activities.
- > Further project can also be discussed after having mutual discussion between both parties.
- b) Innovative Skill Development Programs, Training, Workshops offered by COMPANY for IMSEC-IT students on IoT, Cloud Computing, Artificial Intelligence, and Data Analytics.
- c) Provide platform for deserving students of IMSEC-IT for Industrial Internship and Campus Placements.
- d) Provide Industry Interaction and update on latest emerging technologies to IMSEC-IT
- e) To provide a formal basis for initiating interaction between IMSEC-IT and COMPANY.

## 1. PROPOSED MODES OF COLLABORATION

IMSEC-IT and COMPANY propose to collaborate through

- a) R&D project: COMPANY ENGINEERS, students and faculties all will work together so that it would be win-win scenario for everyone.
- b) Summer Training, Winter Training, Workshops offered by COMPANY for IMSEC-IT students oncampus at IMSEC-IT in the areas IoT, Cloud Computing, Artificial Intelligence, and Data Analytics etc.
- c) Conducting Faculty Development Program for IMSEC-IT in the areas of Data Analytics & IoT.
- d) Conducting Workshops for IMSEC-IT students on latest advance technologies.
- e) Any other appropriate mode of Interaction agreed upon between IMSEC-IT and COMPANY from time to time
- f) Provide platform for deserving IMSEC-IT students through Industrial Internship and Campus Placements opportunities.

#### 2. CONFIDENTIALITY

During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the

For Tevation Technologies Pvt. Ltd.

Director
IMS Engineerile College

#### 3. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

#### 4. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time.

#### 5. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

IMSEC-IT, Ghaziabad

. .

Name : Dr S N Rajpepartment

IMS Engineerin

ollege

Title : HOD-IT Ghazlabad

Date : 25/50000 2019

on behalf of

TEVATRON TECHNOLOGIES
For Tevatron Technologies Pw. Ltd

Bν

Name :Anurag Gupta

Title : Director

Date : 25/01/2019

IMS Engineer our College



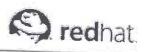
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Red Hat India PVL Ltd. A-201, 2" Floor, Supreme Business Park, Hiranandani Gardens. Powal, Mumbai -100 076 +91 22 61147588| www.redhat.com



PARTNER ACCEPTANCE DOCUMENT BIDIA

Company name: IMS Engineering College

Address: National Highway 24, Near Dasna, Adhyatmik Nagar, Ghaziabad, Uttar Pradesh 201009

Contact name: Siddhi Nath Rajan Email: so.rajon@imsec.ac.in elephone: 1204940000

Contact Name: Rani paul

Email: rapatil@redhat.com

Tel.no. +91 -22-61147506

Fax

India

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

Red Hat Confidential Information Director

Red Hat Partner Agreement (India)

Conditions and	
Sear only unel	The state of the s
×	The Partner Terms and Conditions ser forth in the attached Appendix 1 and, if not attached, then as set for www.redhat.com/licenses/partners/.
	percented at Com/licenses/partners/

#### Additional Term

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

Signature

Printed Name

SIGNIK BROMHA

DIRECTOR FINANCE STORM

Date

Date

RHC-123365





Director
IMS Engineering College
Gheziebad

## APPENDIX 1 PARTNER TERMS AND CONDITIONS



#### Purpose

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

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

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

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

#### 3. Affiliate Authorizations

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

#### 4. Territory

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

#### Fees

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

#### 6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat, provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "Taxes" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat. then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late lee of one and one-half percent (144%) per month, or the maximum rate allowable by law. whichever is less.

#### 7. Verifications

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

Red Haz Partner Agreement (India)

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(for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's

#### R Trademarks

- 3.1 The term "Red Hat Marks" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Terri to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at http://www.resthat.com/about/corporate/trademark/quidelines as amended from time to time and any other trademark terms contained in a Program Appendix (the "Red Hat Trademark Guidelines"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("Promotional Materials").
- All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accross to Red Hat. Partner acquires no right, tille or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat

#### 9 Additional Requirements

- Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder. (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.
- For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased
- Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees. (I) not to modify the Red Hall Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or reself the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program. Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "NFR") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to Intellectual Property

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

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- 11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity
- 11.1 General Representations and Warranties. Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge. Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FOR ALL EVENTS AND CIRCUMSTANCES. RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER. INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION. WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer. Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities. (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity. Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.
- 12. Publicity and Confidentiality
- 12.1 Publicity. Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential information. The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information. (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information: (v) is generally known or available to the recipient without restriction from a source having the lawful right to disclose the information: (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open

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#### Termination

- 13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.
- 13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.
- 13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising. (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services, (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to seil, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End
- 13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time. Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee. agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee. agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

#### 14. General Provisions

- 14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India. excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the Interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbal, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).
- 14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing. and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid): (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses. facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner. the most current address/fax number indicated by Partner to Red Hat in writing: For Red Har A-201, Supreme Business Park Hiranandary Gardens , Powar, Mumbai - 400 076 with a copy to: VP, Business Affairs. Red Hat. Inc., 100 East Davie Street, Ralleigh. North Carolina 27601; Facsimile: +1 (919) 754-3729.
- 14.3 Compliance with Law and Export Controls.
- 14.3.1As between Red Hal and Pariner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products. Services or related technical information) ("Controlled Materials"): (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with

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Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, selfs and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

- Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws government or public officials with the intent that the recipient perform improperty a relevant function or activity or a person be rewarded instrumentality, as well as the employees or official includes employees and officers of a government agency, department or organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 14.3.3As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) is not located in any country listed in prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the nuclear, chemical or biological weapons, or rocket systems, space faunch vehicles, or sounding rockets, or unmanned air vehicle eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.
- 14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.
- 14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.
- 14.5 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.
- 14.6 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

#### 15. Miscellaneous

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

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The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, employed in the interpretation or construction of this Agreement.

## 15. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portol (http://www.redhat.com/en/oartners) or a Red Hat designated successor to such URL. (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf. (b) fax to +65-6490-4201.or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn. Contract Administrator.8 Shenton Way, #10-00, Singapore 068811.

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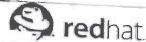


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- Background and Purpose. This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Red Hat Partner Agreement (india)

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## License and Ownership

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

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

- Retained Rights. No part of the Curricultum may be photocopied or duplicated by any means, whether photographic or 3.2. electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner, or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at http://www.redhat.com/licenses/, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2. Training, Training Units, and Consulting Units set forth at http://www.redhat.com/licenses/, which may be amended from time to (IS sole
- Permitted Marks. Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of 3.3 Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.
- Copyright Notices. Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copy-3.4 right and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.
- Use of Red Hat Software. Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise 3.5 Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.
- Fees and Payment
- General. Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may 41 purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will determined by Such Reseller musy vary from
- Direct. If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States. Dollars, Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hal's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement, provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment

Red Hat Partner Agreement

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within live (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

- Publicity. Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, how-5. ever, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
- Term, Termination, Mandatory Disclosure and Public Officials 6.
- Term. Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the 'Initial 5.1 Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"). with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its-intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 5.2 Termination.
- 5.2.1 Termination for Breach. Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the Partner Terms and Conditions Appendix, or in the event (a) Partner fails to pay an invoice when due. (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and tails to remedy such breach within 30 days of receipt of notice of material breach.
- Termination for Convenience. Either Party may terminate this Appendix, without prejudice to any other right or remedy, for 6.2.2 any reason upon sixty (60) days notice in writing to the other Party.
- Survival. Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immedi-6.3 ately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 Mandatory Disclosure, For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms. if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory
- Public Officials. The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding 6.5 the warranty to the contrary in Section 14 3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.

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# EXHIBIT A RED HAT ACADEMY SUBSCRIPTION



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

#### 2 Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.
- 3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, it applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.

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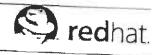
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Red Hat Partner Agreement (India)

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#### Red has Services

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

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

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Red Hat Partner Agreement (India)

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IMS England Charter



Simulation Name: STOCKMANIA

Simulation Creator: dhivyansh@trakinvest.com Simulation Duration: 25-March-2020 to 10-April-2020 IST

User Name	Email	Rank	Growth	Available Cash Balance	JoinTime (IST)
Naina Bhardwaj	паinaasharma3009@gmail.com	}	21.18	4,998,421	30-03-2020 21138
Punjika Rathi	punjika rathi@imsec.ac.in	101	20.44	461	30-03-2020 11-19
Meenu Ballyan	meenu baliyan@imsec.ac.in	.00	16.59	3,024,603	30-03-2020 16-11
Ekta Tyagi	ektatyagi0110@gmail.com	M	15.66	4,898,743	31-03-2020 13:18
Sanskriti Goel	sanskritigoel29@gmail.com	ro:	13.36	4,786,002	03-04-2020 15-23
Rishabh Jain	rishabhj342@gmail.com	Ø	. 10.25	4,612,257	30-03-2020 13:16
rupai tyagii	rupaltyagi41@gmail.com	1	97.6	4,992,291	31-03-2020 14:02
Shivani Sharma	sharmashivi642@gmail.com	03	9.72	4,646,750	31-03-2020 18-42
Namarata Gupta	guptanamrata97@gmail.com	6	6,22	4,708,016	08-04-2020 14.02
Dr. Shashi Gupta	guptashashi2005@gmail.com	10	4.44	3,217,249	01-04-2020 11:53
Adilya Saran	adityasaran8196@gmail.com	Ξ	2.49	4.996.968	30-03-2020-14-47
ABHIRAG	abblragsaxena2809(jigimail.com	27	0.	4,998,778	27-03-2020 17-31



14 0.00 4,9 16 0.00 4,9 17 0.00 40 18 0.00 5,00 20 0.00 5,00 22 0.00 5,00 23 0.00 9,	praphulchauhan2@gmail.com	13	0.56	5,000,279	30-03-2020 16:27
16 0.00 17 0.00 18 0.00 20 0.00 21 0.00 22 0.00 32 0.00 34 0.00	aggarwal0871@gmail.com	14	0.00	4,952,110	27-03-2020 17:40
16 0.00 18 0.00 20 0.00 21 0.00 22 0.00 23 0.00 24 0.00	vishalguptavg9588@gmail.com	5	0.00	4,978,330	28-03-2020 12:37
17 0.00 18 0.00 20 0.00 21 0.00 22 0.00 23 0.00	sc542048@gmail.com	16	00.00	402,575	28-03-2020 15:12
18 0.00 20 0.00 21 0.00 22 0.00 23 0.00	Jayverma63@gmail.com	17	0.00	589,466	30-03-2020 13:46
20 0.00 21 0.00 22 0.00 23 0.00 24 0.00	mohltruhal6@gmail.com	18	0.00	0	30-03-2020 14-16
20 0.00 22 0.00 23 0.00 24 0.00	shivam.august29@gmail.com	O)	0.00	5,000,000	30-03-2020 15:20
22 0.00 23 0.00 24 0.00	tanchitayal2906@gmail.com	20	0.00	5,000,000	03-04-2020-17-66
23 0.00 23 0.00 24 0.00	ulkarshi.ulkarshi@gmail.com	21	0.00	5.000,000	03-04-2020 17-57
24 0.00	gkganesh708175@gmail.com	22	0.00	9.908	03-04-2020 10-15
24 0.00	panditsaurabh00007@gmail.com	23	00.00	0	03-04-2020 20:53
nc ccc	shubhamj6899@gmall.com	24	00.00	0	03-04-2020 20:54
00.0	jainmuskan0303@gmail.com	25	0.00	0	08-04-2030 22-30

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# Simulation Summary Report

Simulation Name STOCKOMETER

Simulation Creator: dhivyansh@trakinvest.com Simulation Duration: 14-April-2020 to 30-April-2020 IST

User Name	Email	Rank	Growth	Available Cash	JoinTime (IST)
ayushi bansal	ayushi.bansal8126@gmail.com	-	5.08	anian Caro	
Vishal Gupta	vishalguptavg9588@gmail.com		00:0	110,040,4	14-04-2020 22:31
Akanksha Rastogi	rastogiakanksha08@gmall.com	(n)	4.26	4.325.750	74-04-2020 16:01
Saurabh	panditsaurabh00007@gmail.com	4	3.61	4,656,602	14.04 2020 10:07
Rishabh Jain	rishabhj342@gmail.com	u	, (		15.55
chin	000000000000000000000000000000000000000	>	3.39	2,325,599	17-04-2020 11:14
Chaultan	scottoto@gman.com	9	2.68	5,174,170	14-04-2020 16:46
Punjika Rathi	punjika.rathi@imsec.ac.in		0		
Jai Verma	Common Maria		2.03	5,356,233	15-04-2020 15:53
	Jayvermans@gmail.com	00	1.81	30,662	14-04-2020 17-11
Enta Iyagı	ektatyagi0110@gmall.com	O)	0.75	4 700 942	1000
Divya Goel	aggarwaldivya293@gmail.com	-		7+0,00	14-04-2020 16:37
Meenu Balivan	manufacture of the second	⊋	0.68	4,998,163	14-04-2020 16:29
	niednodaliyah@msec.ac.in	lann. hann	0.41	315	18-04-2020 17-97
Jaiswal	shubhami6899@gmail.com	57	0.00	0	20-04-2020 10-40

sanskritigoel29@gmail.com         14         -1.47         74,681         14-04-2020 16:2           Indinaasharma3009@gmail.com         15         -1.64         4,993,472         15-04-2020 00:1           monica.verma@imsec.ac.in         16         -2.27         4,999,583         20-04-2020 01:4           gkganesh708175@gmail.com         17         -3.71         812,386         14-04-2020 19:34           agganval0871@gmail.com         18         -4.16         4,750,390         14-04-2020 20:38		a-Francisco Com	)	00.0	3,260,897	17-04-2026 12 EA
naineasharma3009@gmail.com 15 -1.64 4,993.472 15-04-2020 16:2 monica.verma@imsec.ac.in 16 -2.27 4,999.583 20-04-2020 00:1 gkganesh708175@gmail.com 17 -3.71 812,386 14-04-2020 19:34 aggarwal0871@gmail.com 19 -5.01 4,907,773 18.04-2020 20:38	Sanskriti Goet	sanskritique[29@cmail.com	,		ć	10.0
nainaasharma3009@gmail.com         15         -1.64         4,993,472         15-04-2020 00:1           monica.verma@imsec.ac.in         16         -2.27         4,999,583         20-04-2020 00:1           gkganesh708175@gmail.com         17         -3.71         812,386         14-04-2020 19:34           guptanamrata97@gmail.com         18         -4.16         4,750,390         14-04-2020 20:38           aggarwal0871@gmail.com         19         -5.01         4,907,773         18.04-2020 20:38	ine Discussion	III DO TINI DE PORTO DE LA CONTRACTOR DE	14	-1.47	74,681	14-04 2020 46-04
a monica.verma@imsec.ac.in 16 -2.27 4,999,583 20-04-2020.00:1 gluptanamrata97@gmail.com 17 -3.71 812,386 14-04-2020.19:34 aggarwal0871@gmail.com 19 -5.01 4,907,773 18-04-2020.20:38	mad Directored	nainaasharma3009@gmail.com	T.	(		12.01 10.24 10.24
gkganesh708175@gmail.com 16 -2.27 4,999,583 20-04-2020 01:47 -3.71 812,386 14-04-2020 19:34 guptanamrata97@gmail.com 18 -4.16 4,750,390 14-04-2020 20:38 aggarwal0871@gmail.com 19 -5.01 4,907,773 18-04-2020 20:38	onika Verma	44.4	2	-1.04	4,993,472	15-04-2020 00-11
gkganesh708175@gmail.com 17 -3.71 812,386 14-04-2020 01;47 guptanamrata97@gmail.com 18 -4.16 4,750,390 14-04-2020 20;38 aggarwal0871@gmail.com 19 -5.01 4,907,773 18-04-2020 20;38		monica, verma@imsec.ac.in	16	-2.27	4 999 500	
guptanamrata97@gmail.com 18 -4.16 4,750,390 14-04-2020 19:34 aggarwal0871@gmail.com 19 -5.01 4,907,773 18-04 2020 20:38	anesh Gupta	gkganesh708175@omail com	1		1,000,000	20-04-2020 01:47
guptanamrata97@gmail.com 18 -4.16 4,750,390 14-04-2020 20:38 aggarwal0871@gmail.com 19 -5.01 4,907,773 18.04 2020 41.20	Nomoralo	1000	16	-3.71	812,386	14-04-2020 10-54
aggarwal0871@gmail.com 19 -5.01 4,907,773 18.04.2020 20.38	Gupta	guptanamrata97@gmail.com	00	-4.16	A 750 900	40'S 6707 L
aggarwal0871@gmall.com 19 -5.01 4,907,773 18.04 2020 44.00			,		080'00'1	14-04-2020 20:38
	SGARWAL	aggarwal0871@gmall.com	19	-5.01	4,907,773	18-04-2020



# Memorandum of Understanding (MOU)

## COLLEGE PARTNER AGREEMENT

This College Partner Agreement (the "Agreement") is made and effective this November 5", 2020 (the "Effective Date").

BETWEEN: PrincetonHIVE. (the "Company"), a company organized and existing under the laws of the state of New Jersey with main address located at 32, Windsor Pond Road, Princeton Junction, NJ - 08550

AND: Java Club under IMSEC Ghaziabad (the "College Partner"), an establishment with main address located at NH-24, Adhyatmik Nagar, Near Dasna, Ghaziabad, Uttar Pradesh

#### BACKGROUND

Princeton Hive began with an aim that in a rapidly changing world, students, professionals, corporations and educators need to continuously upskill themselves to stay relevant. Our focus is building a unique online learning experience by collaborating with AI and machine learning, blended with smart human intervention. Our global team of educators steadily build a strong support system around and for our learners.

IMSEC Ghazlabad (http://www.imsec.ac.in/) IMS Ghazlabad was established in 1990 by some creative thinkers and cerebrals to impart value-based education in a thought-provoking and novel milieu, favourable for the overall development of its students.

Ever since its commencement the group has promoted entrepreneurship, new ideas and technological innovations among its students to make them the future leaders of the professional world. What started as a nascent dream in the year 1990 became a distinct reality within two decades of its foundation, equipped with state of the art infrastructure and modern technology imparting education in the areas of Management Sciences, Tourism, Information Technology and Bio-Sciences; IMS Ghaziabad has attained a matchless and a decidedly reputable place amongst the best professional education institutions in India over the past 18 years. College has been established since 2002 and have around 2500 plus students with qualified teachers.

Keeping the above points in mind the Department of CSE, IMSEC Ghaziabad has formed JAVA CLUB to carry out all the technology activities. JAVA Club started from 2020.

#### 2. COLLEGE OBLIGATION

Under this College Partner Agreement, Princeton Hive will partner with Java Club -IMSEC Ghaziabad on following educational services/ programs to be conducted either within IMSEC Ghaziabad premises or digital/online for IMSEC Ghaziabad students and teachers only.



- 1) Starting November 5th, 2020 till February 15, 2021, Java Club-IMSEC Ghaziabad has been chosen to conduct pilot program for creating digital contents and connecting globally on our be offered no-fees for upto 100 students program whereinIMSEC Ghaziabad will Hive implement program by inviting and engaging interested students and teachers in this Princeton-IMSEC Ghaziabad teachers will be trained both online and on-prem by extend for all IMSEC Ghaziabad on yearly per student subscription fees. Fee details, terms, etc. to be furnished and agreement separately.
- 2) After completion of pilot program, Princeton Hive to offer additional educational programs to IMSEC Ghaziabad for their students and teachers. All these additional programs are global programs conducted by world renowned educators primarily from North America and Europe Union.

#### 3. FEES & COMMISSIONS

Fees and commission details of non-pilot projects to be furnished separately before end of pilot project.

#### 4. TERMINATION

PrincetonHIVE or JAVA Club IMSEC Ghaziabad may terminate this agreement AT ANY TIME by giving the other party a prior 90 days written notice. The written notice can be in the form of mail or email. In addition, this agreement will terminate immediately upon any breach of this agreement.

#### 5. NDA, LIABILITY INSURANCE & COMPLIANCE

Java Club-IMSEC Ghaziabad will be responsible to maintain program confidentiality, non-sharing projects or contents or any kind of Princeton Hive material with third party, any other vendors or parents without written approval from authorized Princeton Hive representative. Java Club-IMSEC Ghazlabad to maintain active liability insurance coverage for any unforeseen damages.

in case of any breach of confidentially or non-compliance bylava Club-IMSEC Ghaziabad or their employees, Princeton Hive maintain right to take legal actions through local or United States of America enforced laws.

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

COMPANY

Princeton Hive (Vidyah Inc.)

Authorized Signature

COLLEGE PARTNER

Head of Department(CSE)

Java Club-IMSEC Ghaziabad

Human

Director IMS Engineering College Ghazinbad Netcamp Solutions Private Limited CIN - U74900WB2013PTC193456 P-130, Jadunath Sarkar (Lake Terrace) Road, Kolkata-700029 www.netcamp.in



Date: 1<sup>st</sup> June, 2020

## Memorandum of Understanding

This Memorandum of Understanding is made between Department of Computer Science & Engineering of IMS Engineering College, Ghaziabad and Netcamp Solutions Private Limited.

Now this MOU witnesses as under

#### 1. Scope of the MOU

Netcamp in collaboration with Department of Computer Science & Engineering of IMS Engineering College, Ghaziabad will conduct student internships, industrial visits, guest lectureship, projects, placements, research and development, consultancy, workshops.

Netcamp will provide the necessary resource person and the Institute will share the necessary infrastructure for the above activities as applicable.

#### 2. Validity of this MOU

The validity of this MOU will be for One Year from the date of signing. The MOU may be renewed through a new MOU on completion of 1 year on such terms mutually agreed between the parties.

Dr. Pankaj Aggarwal

Santu Purkait

HOD

Director

Computer Science Engineering

Netcamp Solutions Private Limited

IMS Engineering College, Ghaziabad

Director
Director
College
Ghazinbad



Any Thing & Every Thing in Data Science



Date: 14th October, 2020

## Memorandum of Understanding

This Memorandum of Understanding is made between Department of Computer Science & Engineering of IMS Engineering College, Ghaziabad and Antrix Academy of Data Science (a unit of Froyo Technologies Pvt Ltd), Noida.

Now this MOU witnesses as under 1. Scope of the MOU

Antrix Academy of Data Science in collaboration with Department of Computer Science & Engineering of IMS Engineering College, Ghaziabad will conduct student internships, industrial visits, guest lectureship, projects, placements, research and development, consultancy, workshops.

Antrix Academy of Data Science will provide the necessary resource person and the Institute will share the necessary infrastructure for the above activities as applicable.

## 2. Validity of this MOU

The validity of this MOU will be for One Year from the date of signing. The MOU may be renewed through a new MOU on completion of 1 year on such terms mutually agreed between the parties.

Dr Pankaj Aggarwal Head of Department

Computer Science Engineering

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IMS Engineering College, Ghaziabad

Rajinder Kumar Founder & Director

Antrix Academy of Data Science

(a unit of Froyo Technologies Pvt Ltd)



This Memorandum of Understanding ("the MoU") made and entered into on this 21" October, 2020 ("effective date") by and between

EdSare Technologies P.v. Ltd. # 479, 6th Main.
HMT Layout, R.T. Nagar, Opp to BMTC Depot, Bangalore 550 032

College Name IMS Engineering College Ghaziabad (Department of Computer Sciences and Engineering)

## Roles & Responsibilities:

- EdGate agrees to conduct paid internship program / training to undergraduate students on latest technologies like Embedded Systems, IOT, Application, ARM Technology and IORT (internet of Robotic Things) Analog System Robotics and latest technologies. Ouring the program or training the students will make a project that they can display in college or intercollege competition levels.
- EdGate Technologies agrees to provide the resource person (chargeable) and IMSEC agrees
  to provide students to enroll in internship Program. / training program as well as
  infrastructure to conduct above program/training. Two faculties members from IMSEC, Ms.
  Iyoti Guglani and Mr Mukesh Kumar Singh, can attend the above courses on nonchargeable
  basis.
- This MoU is largely focused with training program related to IMS Engineering College.
   Ghanabad.

#### MoU duration:

 The MoU will be valid for ONE Year from 21/10/2020 to 21/10/2021 and will be reviewed and revalidated mutually. All liabilities if any are assumed terminated as on this date.

For Edicate Technologies Pvt Ltd

Gurpraet Singh

Director

For and on ballall of College Name

Dr. Pankaj Agarwal

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CB 186340

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF INFORMATION TECHNOLOGY, IMS ENGINEERING COLLEGE, GHAZIABAD

AND

# HANTECH ENGINEERING & TECHNOLOGIES PVT. LTD., DELHI

This Agreement made and entered into on this 25 day of January 2020 between Information Technology Department of IMS Engineering College, Ghaziabad (hereinafter called IMSEC-IT) situated at NH-24, Adhyatmik Nagar, Near Dasna, District- Ghaziabad which is an Institute of academic excellence and Hantech Engineering & Technologies Pvt. Ltd. (www.haantec.com) situated at Plot No.80, KH. No.509, RZ-F-173/3, Gali No.32, Sadh Nagar, Palam Colony, South West Delhi, Delhi - 110045 (hereinafter called \* COMPANY \* which expression shall include its successors and permitted assignees) with its registered office at Plot No.80, KH. No.509, RZ-F-173/3, Gali No.32, Sadh Nagar, Palam Colony. South West Delhi, Delhi ~ 110045.

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## OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a) To promote interaction between IMSEC-IT and COMPANY through mutual knowledge sharing. industrial exposure, and carrying out industrial projects.
  - Some projects related to industrial applications and societal use were discussed and finalized between IMSEC-IT and COMPANY.
  - IMSEC-IT will assist to COMPANY to design some projects. The COMPANY will association our students also in
  - COMPANY would look into its development, marketing and implementation
  - Further project can also be discussed after having mutual discussion between both
- b) Innovative Skill Development Programs, Training, Workshops offered by COMPANY for IMSEC-IT students on IoT, Cloud Computing, Artificial Intelligence, and Data Analytics.
- c) Provide platform for deserving students of IMSEC-IT for Industrial Internship and Campus
- d) Provide Industry Interaction and update on latest emerging technologies to IMSEC-IT
- e) To provide a formal basis for initiating interaction between IMSEC-IT and COMPANY.

## 1. PROPOSED MODES OF COLLABORATION

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IMSEC-IT and COMPANY propose to collaborate through

- a) R&D project: COMPANY ENGINEERS, students and faculties all will work together so that it would be win-win scenario for everyone.
- b) Summer Training, Winter Training, Workshops offered by COMPANY for IMSEC-IT students oncampus at IMSEC-IT in the areas IoT, Cloud Computing, Artificial Intelligence, and Data Analytics etc.
- c) Conducting Faculty Development Program for IMSEC-IT in the areas of Data Analytics & IoT.
- d) Conducting Workshops for IMSEC-IT students on latest advance technologies.
- e) Any other appropriate mode of interaction agreed upon between IMSEC-IT and COMPANY from

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f) Provide platform for deserving IMSEC-IT students through Industrial Internship and Campus

## 2. CONFIDENTIALITY

During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and Identified as confidential by the disclosing party. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information is in the public domain at the time of disclosure orcomes within the public domain without fault of the receiving party.

## NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of

## 4. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mirtual written agreement of the parties at any time.

## 5. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

on behalf of

IMSEC-IT, Ghazlabad

Name : Dr S N Rajan HOD

Title : HOD-IT is S Engineerin

Hantech Engineering & Technologies Pyt. Ltd

Name : NATIN Shakan

Title Director

Date : 31/01/2020

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