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Article 4 Affidavit

Not Applicable

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Not Applicable

MIEF GREATER NOIDA

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### CONSULTING & RETAINER ACREEMENT

### CONSULTING & RETAINER AGREEMENT

This of 09th of January 2023 by and between: Agreement is made effective ns

Mangalmay Incubation & Entrepreneurship Foundation, Plot No 8 &9, Knowledge park-II, Greater Noida-Uttar Pradesh 201310 hereinafter referred as the "Clien?"

And

2) Young India Inner "ion Foundation, Kaji Ki Sarai Moradabad-Uttar Pradesh 244001 hereinafter referred as the "Consultant"

Consultant has a background in Incubation Management, Startup and Business Consulting and is willing to provide services to Client based on this background. Client remains responsible for all of their decisions.

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Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

DESCRIPTION OF SERVICES Beginning on 09 January 2023 Consultant will provide the following services(collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

- Getting the grants/funds from all the government bodies of India
- All the incubation related schemes of Government should be discussed in advance and then a decision will be taken to move forward or not with a separate agreement.
- · Services will also include starting from filling the scheme form (Proposal Writing) to inspection to getting the funds in bank and in the end sending the compliance report to Govt, of usage of funds.
- Assist the organization in establishing the Incubation centre at the campus.
- Day to day activities plan for operationalizing the incubation services.
- · Event plans for creating awareness about entrepreneurship
- Identification of potential entrepreneurs.
- Establishing domestic as well as international partnerships with technology companies, academics & research institutions, government bodies, Venture Capitalist and angel funders. This will help in creating an ambient environment for the incubates. All the expenses towards executing these activities will be borne by organization.
- Assist in conducting events, workshops, and competitions to support the ecosystem. All expenses towards executing these activities will be borne by Client.
- · Assist in managing the funds and smooth running of its operations plan for government utilization
- · Quarterly report for the Incubation Centre.
- 1. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultantto work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.
- 2. RETAINER/PAYMENT. Client will pay a retainer to Consultant for the Services in the Amount of Rs. 75000/- (Rupees Seventy Five Thousand Only) This fee shall be payable in 50 % advance (By Check/RTGS) upon contract signing. This Retainer is non-refundable. Consultant shall bill first to the retainer. One employee is to be provided on permanent basis at the campus by consultant for their coordination whose salary is also a part of retainer fee from the second month of signing this retainer.
- 3. SUPPORT SERVICES. Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to run the Incubation Centre.
- 4. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Consultant of the Services required by this Agreement or 1 year from the effective date of this agreement.
- 5. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
- 6. DISCLOSURE. Consultant is required to disclose any outside activities or interests that conflict or 2

may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.

- EMPLOYEES. Consultant's employees, if any, who perform services for Client under this
  Agreement shall also be bound by the provisions of this Agreement.
- 8. CONFIDENTIALITY. Client recognizes that Consultant has and will have the following information:

Business affairs; financial information; personal information; future plans;
And other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

- 9. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 10. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.
- 11. NOTICES. All notices required or permitted under this Agreement shall be in writing andshall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client:

(Aayush Mangal)

Mangalmay Incubation & Entrepreneurship Foundation, Plot No. 8 & 9 Knowledge Park II,

Greater Noida, Delhi NCR

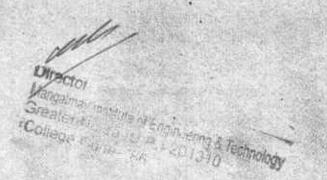
IF for Consultant:

(Shani Choudhary)

Young India Innovation Foundation

Kaji Ki Sarai Moradabad, UP

24400



- 12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's rightto subsequently enforce and compel strict compliance with every provision of this Agreement.
- 16. APPLICABLE LAW. This Agreement shall be governed by the Indian Laws.

THIS RETAINER AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES THE CLIENT TO READ THE RETAINER AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE RETAINER AGREEMENT.

I hereby acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this Retainer Agreement and have received a copy of the same. I agree to retain Attorney in accordance with the terms and conditions of this Retainer Agreement

IF for Client;

(Aayush Mangal)

Mangalmay Incubation & Entrepreneurship

Foundation, Plot No. 8 & 9,

Knowledge Park II.

Greater Noida, Delhi NCR

IF for Consultant:

(Shani Choudhary)

Young India Innovation Foundation

Kaji Ki Sarai

Moradabad, UP

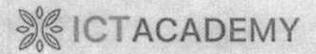
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## Memorandum of Understanding

Between



**ICT Academy** 

And



Mangalmay Institute of Engineering and Technology, Greater Noida

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this day. 2023

#### BETWEEN

M/s ICT Academy, a non profit Society incorporated under the Tamilnadu Societies Registration Act, 1975 and having its Office at B – 308 & 309, Som Datt Chamber – 1, Bhikaji Cama Place, New Delhi – 110066 (hereinafter called as "ICT ACADEMY" which expression shall, wherever the context so permits mean and include successors and assigns.)

#### AND

Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda which expression shall, wherever the context so permits mean and include successors and assigns.)

#### WHEREAS

ICT ACADEMY is established as a society with Initiative of Government of India, State Governments and Industry. It is the pioneering venture under the public-private-partnership (PPP) model that endeavours to train the higher education teachers in the areas of Information and Communication Technology (ICT) thereby making their students to be industry-ready.

The core objective of ICT ACADEMY is to train the faculty members of Engineering, Arts and Science Colleges, Polytechnics and ITI's across the nation. ICT ACADEMY will develop and maintain a world class ICT industry related curriculum and content in close association with Academia and industry, which would be made available to faculty members throughout the state through an online portal. Industry experts would train the learned faculty to keep them abreast of the industry demands and thereby the students. The Academy shall have a core team of faculty members to conduct the training. This core feam would be supported by faculty members deputed from Industry as well drawn from the educational institutions.

About Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda

Mangalmay Institute of Engineering and Technology (MIET), Greater Noida Mangalmay Institute of Engineering and Technology has evolved as one of the best B.Tech college with global reputation

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that strives for high quality education. The mission of the group is to offer innovative opportunities to our students to showcase their creativity and talent thereby making positive impact on the society.

In the record time of 18 years, Mangalmay Institute of Management and Technology (MIMT) has earned a distinct position for itself and been ranked as the best MBA college in Delhi NCR. MBA admissions are based on merit basis.... ICT ACADEMY is agreeable to enter into this MOU Mangalmay Institute of Engineering and Technology (MIET), Greater Noida as per the terms and conditions set out hereunder:

### Now this MoU witnesses as under:

- 1. Scope of the MoU
- 1.1 hereby agrees to become the Institutional Member of ICT ACADEMY
- 1.2 ICT ACADEMY and Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda would collaborate to offer services to the faculty members of the college in the areas of information and Communication Technology.

#### 2 Role of ICT ACADEMY

- 2.1 ICT ACADEMY shall conduct various industry relevant faculty development training programs, in the domain of ICT, through virtual or physical mode, pan India.
- 2.2 ICT Academy conducts Faculty Development Programs and expert-led workshops for the faculty members through Skycampus Virtual Faculty Development Programs / In-Class Training Programs / Blended mode.
- 2.3 ICT Academy would provide opportunity to train 15 faculty members of its member institutions (physically) in a year. Every Faculty development Program is supported with effective pedagogical tools for the faculty to use in transferring the knowledge to students in the colleges.

Mangalmay Institute of Engineering and Technology (MIET), Greater Noida for the courses

Mangalina institutions

See 2.5 ICT ACADEMY shall provide various domain specific training programs either drawn from the following industry or approved by the incustry at a subsidized cost to the students of the affillated institutions based on the interest of the institution

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- 2.6 ICT Academy shall also support the institution in getting the membership and resources from various corporate partners to the university.
- 2.6.1 ICT Academy will organize 1 Power Seminar, inviting the corporate professionals, through virtual or Physical mode. The topics and focus areas may be discussed and decided on mutual consent.
- 2.7 ICT ACADEMY would provide online access to ICT ACADEMY research journals on quarterly basis at free of cost.
  - ICTACT Journal on Communication Technology (IJCT) (UGC CARE Listed)
  - ICTACT Journal on Image & Video Processing (IJIVP) (UGC CARE Listed)
  - ICTACT Journal on Soft Computing (IJSC) (UGC CARE Listed)
  - ICTACT Journal on Microelectronics (IJME) (UGC CARE Listed)
  - ICTACT Journal on Management Studies (IJMS)
  - ICTACT Journal on Data Science and Machine Learning (IJDML)
- 2.8 ICT ACADEMY shall notify about the programs Mangalmay Institute of Engineering and Technology (MIET), Greater Noida and assist in the active participation of faculty members.
- 2.9 Free Software, Tools, Training & Assessment from ICT ACADEMY's Technology Partners
- 2.10 Skill Development Program with Placement support
- 2.10.1 ICT Academy may organize various Skill Development programs in association with industry partners, as per the requirements of the corporates and support placement facilitation. This programs may vary from time to time, which will be communicated well in advance to the member college to identify the students.
- 2.11 Youth Contests

All member college students can take part in the contests organised by ICT Academy with no cost implications

2.12 Supporting International / National Conferences – (All Disciplines, according to the scope of ICT Academy)

Articles selected in the conference will undergo blind and peer review process to ensure the quality of the paper and it will be published based on the recommendation from the reviewer. ICT ACADEMY will support the colleges in bringing Experts and Professionals from Academia and Corporate to enable the colleges to get the relevant resources according to the conference titles

- Role Mangalmay Institute of Engineering and Technology (MIET). Greater Noida
  - 3.1 Mangalmay Institute of Engineering and Technology (MIET), Greater Noida shall identify and depute one Dean / HOD as single point of contact for ICT ACADEMY activities at the university.

Minh

- 3.2 Mangalmay Institute of Engineering and Technology (MIET), Greater Noida shall provide the following infrastructure at its campus for the programs to be conducted by ICT ACADEMY.
  - a. Computer Lab infrastructure with 50 seat capacity
  - b. LCD projector & Screen, White board and other AV equipments
- 3.3 Mangalmay Institute of Engineering and Technology (MIET), Greater Noida hereby undertakes that it shall not utilise the contents, training materials, and such other information provided hereunder beyond the scope of this MoU and shall not share such information with any third party or render services utilising the materials, contents, training materials to third parties without the consent of ICT ACADEMY.
- 3.4 Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda shall provide necessary food facilities to the participating faculty members at a nominal fee Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda shall also provide necessary accommodation and food facility, free of cost to the resource persons during the programs to be conducted by ICT ACADEMY at Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda campus,
- 3.5 Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda shall send a formal communication to all its departments to nominate faculty members for the FDPs organized by ICT Academy.

3.6 Institutional Membership Fees	
Mangalmay Institute of Engineering and Technology (MIET), Greater Noida	as agreed to pay
(Indian Rupees	) inclusive of 18%
GST to become the Institutional Member of ICT Academy for a period of one year.	

- 4 Operation of this MoU
- 4.1 Upon execution of this MoU, ICT ACADEMY shall communicate to the Mangalmay Institute of Engineering and Technology (MIET), Greater Noida the training schedules. Thereupon, the Parties shall mutually discuss and agree on the operational terms based on which ICT ACADEMY would offer its various other services.

Man 5 Term and Termination

- 5.1 The MoU may be renewed on completion of one year and on the terms mutually agreed to between the Parties. Being failed on which will stand suspended until resolved.
  - 5.2 The Parties shall enter into firm binding agreements on the areas which are not covered under this MoU. Upon the execution of such agreements, this MoU may be terminated.

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#### 6 CONFIDENTIALITY

- 6.1 The Parties shall treat all information, documents, contents and materials pertaining to ICT ACADEMY or Mangalmay Institute of Engineering and Technology (MIET), Greater Noida provided under this MoU as confidential.
- 6.2 ICT ACADEMY or Mangalmay Institute of Engineering and Technology (MIET), Greater Noida shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MoU.

#### 7 INTELLECTUAL PROPERTY

7.1 All the intellectual property rights with respect to the programs, contents provided by ICT ACADEMY shall vest with ICT ACADEMY and upon the termination of this Agreement by efflux of time or such other earlier termination, the college shall not have the right to use programs, contents, and such other training materials installed under this MoU and return the same to ICT ACADEMY. The Mangalmay Institute of Engineering and Technology (MIET), Greater Nolda shall not infringe the intellectual property rights of ICT ACADEMY and shall duly intimate of any such infringement by any third parties.

#### **BINDEMNITY**

Both Parties agrees to hold harmless and indemnify, from and against all action, demands, proceedings, prosecutions, attachments, claims or causes of action whatsoever, including Mangalmay Institute of Engineering and Technology (MIET), Greater Noida) not limited to) attorneys' fees and other costs arising out of:

- (a) Any breach of this Agreement by both parties
- (b) Any negligence on the part by both parties

#### 9 NOTICES

All notices regarding this Agreement shall be by personal delivery or by certified or registered mail, postage prepaid, at the addresses as either of them may so provide by notice given to the other in the same manner.

(College Code-785)

10 GOVERNING LAW:

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This MOU is made under and shall be governed by and construed under the laws of the Republic of India under the jurisdiction of the courts at Delhi.

In witness whereof the Parties have executed this MoU on 2023



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For Mangalmay Institute of Engineering and Technology (MIET), Greater Noida

Witness 2

Namo: Abhinandan Pandey

Designation: State Head North India (AI)

Nama: ARYUCH MANIGIAL

Designation: VICE - CHAIRMAN

Witness

Mangalmay institute of Engineering & Technology

Gre er Noida (U.P.1-201310

(College Code-786



Gmail

Director @MIET <director@mletengineering.org>

#### Research Collaboration MoU for knowledge sharing

1 message

HumBot Research <humbot.research@gmail.com> To: yashpalsingh009@gmail.com, yashpal.singh@mletengineering.org, director@mletengineering.org Cc: Palarunangshu@gmail.com, arun\_pal\_cse@mietengineering.org

Wed, Jan 5, 2022 at 3:20 PM

Dear Sir

Kind Att: - Mr Arunangshu Pal

We M/s Humbot Private Limited a registered research start up under Startup - India Scheme. Willing to do collaborative research work in the

Here we share a draft of MoU for collaboration of industrial and Academic research.

Please find the attachment for the same and if you feel any amendment then suggest us accordingly.

With Best Regards

Sharwan Kumar Joshi Director mBot Private Limited apur - Rajasthan - 302033 Mob-+91-9887627398

#### 5 attachments

Profile-Sharwan Kumar-Humbot.pdf 145K

CV\_Dr\_Bhivraj\_Suthar\_Humbot\_Pvt\_Ltd.pdf 155K

MoU - MIET Nolda-HumBot.docx

MoU - MIET Noida-HumBot.pdf 110K

well.

Invitation Letter for RC to MIET.pdf 262K



#### IUMBOT PRIVATE LIMITED



To Prof. Yashpal Singh Director Mangalmay Institute of Engineering and Technology Greater Noida- 201310

Kind Att.:- Mr. Arunangshu Pal faculty CSE

Subject:- Regarding Industrial and Academic Knowledge sharing collaboration for Robotics and AI research.

Dear Professor

We M/s HumBot Private Limited-Jaipur, a registered research startup under StartUp-India Scheme. We want to expand our research collaborations to institutions partners.

Our research interest comprises areas of Renewable Energy, Robotics, AI, Agriculture, Algal Biotechnology, Alternate Fuel, Medical care and Defense & Space.

In exchange, of knowledge we intend to collaborate in the same way to your institution, which are our same professional goals. If this offer pleases you or your institution, we can discuss next steps and further details.

We are honored and pleased to have your institute as our knowledge sharing partner for collaborative research work.

Looking forward to your acceptance and to enjoying joint research

Thanking

With Best Regards

For HumBot Private Limited

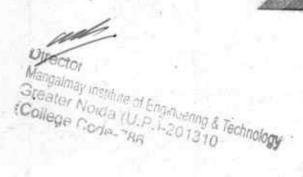
Sharwan Kumar Director

Humbot Private Limited

Director

ldress

at No 206 The Elegance, Plot Number 111/148 161, Near Bhairav Ji Circle, Partap Nagar, ipur, Rajasthan, India, 302033 nail-humbot.research@gmail.com





Sri. Atul Mangal Chairman, Mangalmay Group of Institutions Plot no. 8 & 9 Knowledge Park II Greater Noida Date: 24th November 2022

Subject: Collaboration with your institution under FutureSkills PRIME Programme for Bridge Courses in Emerging Technologies

Dear Sir,

Greetings!!

"FutureSkills PRIME is a joint initiative of Ministry of Electronics and IT (MeitY), Govt. of India(MeitY) and NASSCOM. (Programme for Re-skilling/Up-skilling of IT Manpower for Employability)".

The program aims to build a re-skilling/up-skilling ecosystem for B2C in emerging and futuristic technologies for creating an employable and future ready manpower. These Courses in 10 Emerging Technologies are as follows:

- Virtual Reality
- Internet of Things
- Big Data Analytics
- Artificial Intelligence
- Robotic Process Automation
- 3D Printing/Additive Manufacturing
- Cloud Computing
- Social & Mobile
- Cyber Security
- Blockchain

We request your formal confirmation & endorsement in order to engage your students for Emerging TechnologyBridge courses under FutureSkills PRIME programme of CDAC.

Look forward to a mutually beneficial association with Mangalmay Group of Institutions.

Warm regards

Shwetank Garg

Director

Encl: Annexure I

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Mangalmay institute of Engineering & Technology

Greater Noida (U.P.1-201310

"College Code-"86







Sri. Atul Mangal Chairman, Mangalmay Group of Institutions Plot no. 8 & 9 Knowledge Park II Greater Noida

Date: 24<sup>th</sup> November 2022

Subject: Collaboration with your institution under FutureSkills PRIME Programme for Bridge Courses in Emerging Technologies

Dear Sir.

Greetings!!

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Director

Encl: Annexure I

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Mangaimay institute of Engineering a Technology

Greater Noida (U.P.)-201310

College Code-188

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Annexure I

#### Roles & Responsibilities:

- CDAC/NIELIT is recognised as Knowledge Partner for imparting training in Emerging Technology Bridge Courses.
- II. The enrolment of candidates will be done by both CDAC/NIELIT & the institute.
- Institute will enrol the candidates on the FutureSkills PRIME platform in Emerging Technology Bridge Course.
- iv. CDAC/NIELIT faculty along with trained faculty of the Institute will conduct the Theory, Practical, Project Work, Case Study, etc. in Blended mode.
- v. The candidates will be assessed on weekly basis through quiz sessions. The performance of candidates on the progress of the course, quiz and attendance will be shared with the Institute by C-DAC/NIELIT Centre.
- vi. On completion of the course, the candidate will appear for the assessment by paying the Rs.600/- as Assessment fee on the Portal. After clearing the assessment, candidate will be awarded with joint certification by Meity& NASSCOM. (Sample certificate is attached).
- vii. As part of incentive to the candidates, the Government of India is providing refund of Rs.600/- of Assessment cost and 50% of course fee subject to a maximum of Rs.3000/- to the eligible students upon successful certification.
- viii. The monitoring committee will be constituted for regularly monitoring the course conduction and other related aspects. Accordingly, corrective measures and actions may be suggested to be incorporated for effective implementation.
- On formal confirmation, a team from CDAC/NIELIT Centre may conduct webinars/seminars and other related awareness activities.

### Terms & Conditions:

- The validity of collaboration is 1 year starting from the formal consent and endorsement of this Annexure.
- Initially, the target for institute till March 2023 under Emerging technology is 100. Once, it is completed, on the basis of performance of the institute, additional target will be provided for the next quarter.
- FINANCIAL MODEL for the course fee
   For the candidates registered through your institute, 25% of the course fee will be paid back to the institute after 150 days of candidates' enrolment in the course post verification.

Shwetank Garg

Director

Mangalmay institute of Engineering & Technology

Great Wilder (U.P.)-201310

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Annexure I

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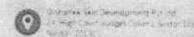
Shwetank Garg

Director

Mannalman institute of Engineering & Technology

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Consult gues an





PARTITION - PARE MARKET



## AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org

Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

Date: 24.11.2022

To, Mr. Shwetank Garg Director. Dishankk Skill Development Private Limited 24, High Court Judges Colony, Sector-105, Noida-201303

Dear Mr. Garg,

We accept the terms and conditions mentioned in Annexure-1 for the collaboration under FutureSkills PRIME Programme for Bridge Courses in Emerging Technologies with Dishankk Skill Development Private Limited.

Atul Mangal Chairman

Mangalmay Group of Institutions

Mangalmay institute of Englishing & Technology

Greater Nolda (U.P.14201310

College Code-785



### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) email: info@mangalmay.org

Ph.: 0120-2328400, 2328401 Website: www.mangaimay.org

## Memorandum Of Understanding

The MoU was made on 13th December 2022 between Mangalmay Institute of Engineering and Technology, Plot no. 8, Knowledge Park II, Greater Noida, and StarX91 for 'Regular UAV Workshop' Mangalmay Institute of Engineering and Technology to be organized as per plan.

This Memorandum of Understanding establishes a collaborative partnership between the above entities till the end of December, 2023.

Both StarX91 and the Mangalmay Institute of Engineering and Technology shall hereinafter be referred to individually as 'StarX91' and 'Mangalmay Institute of Engineering and Technology' respectively, and collectively as 'Parties' in this agreement. 'UAV Workshop', 'Mangalmay Institute of Engineering and Technology' shall hereafter be referred to as 'Regular Event' in this agreement.

1. Description of Partner Agencies StarX91

#### 2. Terms

Greater Nolda (U.P.) 201310

As a Skill adding Education Partner StarX91 agrees to the 2.1. following terms:

> Respect the integrity of the workshop, its experiential 2.1.1. learning approach, methodology, curriculum and established timeframes for each workshop.

> Regular Workshop on UAV and other Emerging 2.1.2. technology to be conducted inside the college premises.

Use the workshop evaluation tools to obtain participant 2.1.3. Mangalmay institute of Engineering & Technology

Provide the Mangalmay Institute of Engineering and Technology with periodic updates during the period covered by the MOU and a short written report summarizing results at the conclusion of the MOU.

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2.1.4.



### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) email: info@mangalmay.org

Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

- 2.1.5. Authority to share marketing post to the social media handles.
- 2.2. In accordance with the benefits received as mentioned above Mangalmay Institute of Engineering and Technology would declare StarX91 as an Official Skill Adding Education Partner and shall provide the following:

Use the logo at posters, banners, flexes and other print 2.2.1. media along with other Partners.

2.2.2. Provide Workshop space with workshop materials including Drone Kits.

2.2.3. Organizing the Workshop with mutual decision on regular basis.

2.2.4. Arranging Student Data for certification.

#### 3. Dispute Resolution Process

Should a dispute arise between the members of the two parties to this MoU the following process is to be followed:

- The parties to the dispute must meet and discuss the matter. and if possible resolve the dispute within 14 days of the conclusion of the Event.
- If the parties are unable to resolve the dispute at the meeting, 3.2. or if a party fails to attend the meeting, then the parties must, within 10 days (after the stated period of 14 days), hold a meeting in the presence of a mediator.
- The parties to the dispute must, in good faith, attempt to 3.3. settle the dispute by mediation.

The Signing of this MoU is an acknowledgement agreement over all terms and conditions by StarX91 and Mangalmay Institute of Engineering and Technology -Greater Noida

Sb. Atul Mangal

Greater Nolde (U.P.) 201310

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Mangalmay institute of Engineering & Technology

Charman Mangalman Group of Institute

Mr. Shahzeb Khan

Representative of StarX91



#### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

### Memorandum of Understanding (MoU)

This MoU is entered at Greater Nolda on this 05th Day 2022 by and between:

Party One -

Ms. C# Corner, H-217, First Floor, Sector 63, Noida, Uttar Pradesh -201307

Hereinafter called 'The Community'

Party Two -

Mangalmay Institute of Engineering & Technology, Plot No. 8, Knowledge Park-2, Greater Noida

Hereinafter called 'The Institute'.

Through this MOU the First Party agrees to provide Party two the followings:

- Guest Lectures on IT /CS Technologies once in every month
- Developer's Conference in the premises of the Institute (The dates of scheduled conference will be decided later on the mutual agreement basis)
- Developer Day will be celebrated at the Community office every month in which few selected students of B. Tech will interact with the experienced Developers one on one basis.
- A high valued conference on Web 3.0 technology will be conducted in the premises of the Institute in the Month of Mar 2023 in association with the Community. In this Conference Mr Mahesh the founder of the Community along with some distinguished International Guest will grace the occasion.
- Coffee with Corporate will be conducted every year in which students will get chance to meet and interact directly with Bigwigs of the IT Industry.
- Startup Demo Day will be celebrated in the premises of the Institute in Dec 2022 with Mr.
   Vivek Sharma (The date of event will be decided later on the mutual agreement basis)
- Full Stack Developer Course of 30-50 Hrs on paid basis will be conducted by the Community.
   The fee the course will be decided by both the parties. The participation of the students in this proposed course will be volunteer basis.

Signed by the parties on the date and day as mentioned hereinabove.

For Party One

Mr Atul Gupta

Date: 6 | 12 | 22

For Party Two

Mr. Aayush Mangal

Date: 6 12 12

Director

Mangaimay institute of Engineering & Technology

Greater Norda (U.P.)-201310

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#### CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT IS made and entered into this \_\_7\_day of \_\_NOV\_ 2022 ("Effective Date")

By and between:

Mangalmay Institute of Engineering & Technology, a Educational Institute under the laws of India and having its registered office at \*, 8, Knowledge Park II Greater Noida., India (hereinafter referred to as "Mangalmay" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the One Part;

#### AND

4A IP SOLUTION, a Proprietorship Firm registered office at Moon Court, Tower 2, 401, Jaypee Green, Greater Noida, Uttar Pradesh - 201310 (hereinafter referred to as "4A IP SOLUTION" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Other Part.

"\_Mangalmay " and "4A IP SOLUTION" are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS "Mangalmay" shall receive advisory services from "4A IP SOLUTION" for the filing of trademarks, Copyright, Design, Patents or any other Legal Subject Matter on Case-to-Case basis ("Purpose").

WHEREAS in connection with the Purpose, Mangalmay " ("Discloser") shall disclose to 4A IP SOLUTION ("Recipient") proprietary information in tangible or non-tangible form which shall be inclusive of but not be limited to past, current and future (i) products, samples and services; (ii) research and development plans/results; (iii) data, observations, findings of pre-clinical/clinical trials, studies & experimental work; (iv) inventions, know-how, trade secrets, formulae and compound; (v) methods, processes & techniques; (vi) sales, marketing and operating information; (vii)marketing and merchandizing plans and strategies; (viii) procurement, purchase and manufacturing requirements/information; (ix) cost and pricing information; (x) details of customers, vendors, third party manufacturers; (xi) concepts, data, reports, methods, processes, techniques, operations; (xii) future projections, business plans, forecasts & financial information; (xiii) patents, trademarks, copyrights, designs, trade secrets & information relating to or underlying such intellectual property rights; (xiv) any other projects; and (xv) all materials prepared on the basis of any of the foregoing, whether or not the foregoing information is patented, tested, reduced to practice, of "Mangalmay", its Affiliates or business partners, in whatever form and using whichever media, whether marked as confidential or not (hereinafter referred to as "Confidential Information").

"Affiliate/s" means, for the purpose of this Agreement and with respect to a Party, any entity that is a subsidiary of such Party or is directly or indirectly controlling, controlled by or under common control with such Party.

"Representative" means, for the purpose of this Agreement, the employees, officers, directors, agents and consultants of a Party or those of its Affiliate/s.

In consideration of these premises and in order to induce the Discloser to disclose the Confidential Information to the Recipient, the Parties hereby agree as follows:

1. The Recipient and/or its Representative(s) who receive the Confidential Information agree to retain the Confidential Information in strict confidentiality, not to use it for any purposes other than for the Purpose and not to disclose it to others except to those of their respective Representatives that need to access the Confidential Information for the Purpose and only if such authorized Representatives have previously undertaken not to disclose the Confidential Information to others or are bound by similar duties of confidentiality to the Recipient with respect to the Confidential Information. For the purpose of this Agreement, any disclosure of Confidential Information made by

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or on behalf of the Discloser, including by its Representatives shall be deemed a disclosure by the Discloser.

- The Recipient acknowledges and agrees that all communications and information relating to the Purpose received from the Discloser or on its behalf prior to the Effective Date of this Agreement shall be deemed to have been received under an obligation of confidentiality from the time of receipt under the terms set out in this Agreement and forms a part of Confidential Information.
- 3. The Recipient agrees to maintain the Confidential Information as confidential taking the same caution level as it would take with its own confidential information but in no event shall the Recipient use less than reasonable procedures to prevent unauthorized disclosure or use of the Confidential Information and to prevent it from falling into the public domain or the possession of unauthorized persons.
- 4. The Recipient undertakes that it shall not reverse engineer, decompile or dissemble the Confidential Information nor try to discover the chemical identity or structure of any compound supplied by the Discloser nor make any variant out of the Confidential Information and strictly use or abide the terms of this Agreement. In the event of any inventions or improvements, or inventions or improvements made or derived from the use of the Confidential Information, the same shall be the property of the Discloser.
- 5. The Confidential Information and any right, title and interest therein including but not limited to any results, inventions, improvements, discovery and/or development by the Recipient and/or its Affiliates shall remain the exclusive property of the Discloser, its Affiliates or business partners, as the case may be, and nothing contained in this Agreement shall be construed as creating an express or implied license to practice or use the Confidential Information for the Recipient's or third parties' benefit.
- 6. If the Recipient is required by applicable law or court order to disclose any Confidential Information, prior to the disclosure of the Confidential Information, the Recipient shall first notify the Discloser in writing, sufficiently in advance so as to provide the Discloser with reasonable apportunity to seek to prevent such disclosure or to seek to obtain a protective order for such Confidential Information. In the event disclosure is required after the Discloser has sought protection of the Confidential Information, the Recipient shall disclose only that portion of the Confidential Information that Recipient is legally required to disclose.
- 7. The Recipient shall not disclose, and will direct its Representatives who are aware of the contemplated discussions not to disclose, to any person the identity of the other Party, the fact that Confidential Information has been made available or that discussions are taking place concerning the Purpose or any of the terms, conditions or other facts with respect to the Purpose, including the status thereof. The Recipient shall not, and shall ensure that its Affiliates or Representatives shall not make any presentations or publications related to the Purpose without the prior written approval of the Discloser.
- The Recipient acknowledges and agrees that the Discloser is not making and shall not be deemed
  to have made any representations or warranties regarding the accuracy or completeness of the
  Confidential Information or any other type of information furnished in accordance with this
  Agreement.
- 9. Upon expiration or termination of this Agreement as set forth in Section 12 below or earlier upon receipt of a written request from the Discloser, the Recipient shall cease all use of the Confidential Information and promptly return to the Discloser all documents and materials of the Discloser which relate to or contain any of the Confidential Information (including without limitation, all samples, notes, tables, data, back up data etc. generated on, containing, referring or using Confidential Information) without retaining any copy thereof.
- 10. Because the Discloser may not be adequately compensated in damages in the event of a breach of this Agreement by the Recipient, the Discloser shall be entitled, in addition to any other rights or remedies available to it (including damages), to an injunction restraining such breach or any threatened breach and to specific performance of any obligation thereof.

Mangaimay institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Code-786

- 11. This Agreement shall come into force from the Effective Date and shall remain valid and subsisting for a period of One year from the Effective Date, unless terminated by the Discloser by giving a written notice to the Recipient. The termination or expiration of this Agreement whichever is earlier, shall not affect the Recipient's obligations with regard to non-disclosure of Confidential Information.
- 12. Each Party warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement. If, during the term of this Agreement, a conflict or risk of conflict of interest arises, the Party shall immediately notify the other Party in writing of that conflict or risk.
- 13. PAYMENTS: Subject to obligations and responsibilities under this Contract, the applicable Retainer ship Charges is Rs. 25,000/ Year for rendering legal services shall be paid in advance of from the date of commencement of this agreement. Govt. Fees/ Expenses (if any) arising either in Indian/ Foreign currency shall be paid in advance and the fees paid in line to this will not be treated as payment paid for the rendering services.

### 14. Scope Of Work Schedule:

- A) IPR Prosecution: Covering Filing of a Trademark, Copyright, Patent & Design Patent
  - 1. Trademark: Search Analyses, Objection Reply, Prosecution Hearing, Opposition Drafts, Counter statement draft, Evidence submission and hearing.
  - 2. Copyright: Filling, fer reply & hearing
  - 3. Design Patent: Filing, Draft, FER draft and hearing
  - 4. Utility Patent: Patentability search report, drafting both provisional and complete, Early publication application, Early Examination application, FER draft and reply and hearing.
- B) Other Legal Services: Issue of notices to the employees/ex-employees who commit breach of their employment contract/ NDA, CRPC 138 Notices, Contract Agreement Drafting, Vetting of the Agreement & giving advice and solutions to various Research and Analysis.
- C) Above A & B subsection of scope of work (14) covers, Faculty, Students & Incubatees of "Mangalmay ""
- 15. Details of the bank account to which payments are to be made (i.e. name and address of bank, IFSC Code, account name and number) would be provided.
- 16. Subject to obligations and responsibilities under this Contract, the applicable Retainer ship Charges for rendering legal services shall be revised after completion of One Year which would be on higher side from the first-year fees and would depend upon the work schedule and various other factors which would be mutually agreed.
- 17. Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and given by delivering it by hand or sending it by registered mail (with receipt requested), or by recognized courier service with acknowledgement of receipt requested on the address as mentioned below:-

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Moon Court, Tower 2, 401, Jaypee Green, Greater Nolda, Uttar Pradesh - 201306

To the Attention Of: R. Srinivasan

NO 8, KNOW LADGE

To the Attn of: Mr. Aayush Mangal Ji

Vice Chairman, Mangalmay Group of

Institutions(MIET).

Any Party may change its address for service from time to time by a prior written notice as soon as there is a change in the addressed as mentioned above.

Mangalmay institute of Engineering & Technology Greater Norda (U.P.)-201310 (College Consults)

- 18. Neither of the Parties hereto may assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of the other Party.
- 19. No failure or delay on the part of the Discloser in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by law.
- 20. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.
- 21. This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and negotiations between them as to the subject matter hereof. The recitals form an integral part of the Agreement.
- 22. Nothing in this Agreement shall be deemed to create any obligation on either Party to enter into any further agreement.
- 23. No amendment of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each Party.
- 24. This Agreement shall be governed and interpreted according to laws of India (without reference to conflict of law's provisions).
- 25. If any question or dispute shall, at any time during the term or thereafter, arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or the rights or obligations of the Parties hereunder, then the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 to be conducted by a sole arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue for arbitration shall be New Delhi.
- 26. The Parties may apply at all times to any competent judicial authority for interim or conservatory measures. The application of a Party to a judicial authority for such measures or the implementation of any such measures ordered by the arbitrator shall not be deemed to be an infringement or a waiver of the arbitration agreement.

In WITNESS WHEREOF, the Parties have through their duly authorized persons, executed this Agreement.

by its duly authorized representative,

As s/he so declares

4A IP solution

by its duly authorized representative, As s/he so dec

Name: R. Srinivasan Title: Proprietor

Mangaimay institute of Engineering & Technology Greater Noida (U.P.1-201310)

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### MEMORANDUM OF UNDERSTANDING

BETWEEN



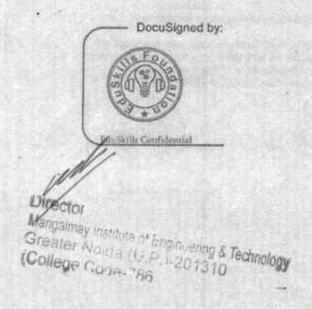
EduSkills Foundation ("EduSkills")

AND



Mangalmay Institute of Engineering & Technology

FOR EDUSKILLS MEMBERSHIP PROGRAM





#### EXHIBIT A

#### NON-BINDING TERMS

#### 1. Scope and Intent

EduSkills and Mangalmay Institute of Engineering & Technologyhave decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking. Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to their students.

### 2. Proposed obligations of EduSkills:

- To offer digital content and courses of up to 8 global academy programs to the institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding colleterals access and usage of academy programs.
- "Train the Trainers" to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.
- EduSkills Talent Connect Program for students
- EduSkills & AICTE Internship Program for students.

## 3. Proposed Obligations of Mangalmay Institute of Engineering & Technology:

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. Agreement to be renewed after 3 years.
- Institution needs to bear the expense for the AWS & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students' commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
  - High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - Identify up to 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

#### 4. Annual Membership Fee

Year 1: INR 40,000 + Training fee + GST

Year 2: INR 40,000\* + GST

Year 3: INR 40,000\* + GST

Can be incremented annually on a very nominal books.

Please Note: This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll@oduSigneddeefit to as many students they want. No capping on number of students.

Eduskill official of

Director

Mancalmay institute of Engineering & Technology

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This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date");

hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as "First party" and Mangalmay Institute of Engineering & Technology will be referred as "Second party".

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

#### A. NON-BINDING TERMS.

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

#### B. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section 8 (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

#### 1. Confidentiality

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know-how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posited on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years ofter its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which;

- Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality, or
- d. Is developed by or for the Racipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser

Prior written nedge of such obligation; and
 The opportunity of eppose such disclosure or obtain a protective order.



Director.

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The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be table for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

#### 2 Scope

The scope of this MOU does not cover any development work, teating, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

#### 3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

#### 4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU, or thirty-six (36) months from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

#### 5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

#### Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property. Confidential Information and materials (including, without fimitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

#### 7. Governing laws and jurisdiction

DocuSigned by:

The Parties shall make efforts in good falls to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alloged breach of such Party's intellectual property or proprietary rights.

#### 8 Costs

Unless otherwise agreed upon in writing, each Porty shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

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#### Amendment

This MOU may be amended at any time by the mutual written assent of the Parties.

#### 9. Severability.

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

Signed for and on behalf of EduSkills Foundation  DocuSigned by:	Signed for and on behalf of Mangalmay Institute of Engineering & Technology
By: Authorized Signatury C548C96D21114D1	By Authorized Signatory
Mr. Shubhajit Jagadev DocuSigned by:	Mr Asyush Mangal
Name (SEe	Name
Chief Executive Officer	Vice- Chairman
Designation	Designation
11th October 2022	11th October 2022
Date	Date
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubuneswar – 7510024, Odisha, India	Address for communication:  Mangalmay Institute of Engineering & Technology, 8 and 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201310
Email: info@eduskillsfoundation.org	Email: anyushmangal@mangalmay.org

Director

Mangalmay institute of Engineering & Technology

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(College Code-786



## AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

#### DRAFT PARTNERSHIP AGREEMENT

This partnership agreement signed is made and entered in Great Nolda U.P India on this First Day of December 2022.

#### BY AND BETWEEN

D Succeed Learners, A Company incorporated under the Indian Companies Act,1956 and having its Registered office at WZ-O- 98 IST FLOOR, NEW MAHAVIR NAGAR OPP.KANGRA NIKETAN BUS STOP OUTER RING ROAD-26 NEW DELHI represented by its Director Mr. Kunal Goyal, hereinafter referred to as 'DSL' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean andinclude its Successors-in- Office, Administrators, Executors, Legal Representatives and Permitted Assigns) as Party of the First Part.

Mangalmay Group of Institutions, located at 9, Knowledge Park-IlGreater Noida (U.P) India is a registered College represented by Mr. Aayush Mangal Vice Chairman having the registered office at 9, Knowledge Park-II Greater Noida (U.P) India hereinafter referred to as 'MGI' Greater Noida India as Party of the Second Part.

#### WHEREAS

D Succeed Learners (DSL) has approached Mr. Aayush Mangal Vice Chairman for conducting various online Examinations for leading Global Companies like PSI, Pearson, ETS etc.at 'MGI' Greater Noida India in the said Mr. Aayush Mangal Vice Chairman has agreed the proposal and decided for conducting Online Examinations in its premises.

#### Purpose of the Agreement:

DSL understands that by contracting with 'MGI' Greater Noida India, it accepts the responsibility toprovide necessary infrastructure to conduct online testing smoothly within 'MGI' Greater Noida India premises. DSL's ultimate aim will be to provide necessary support flawlessly and as timely as possible during the Term of this Agreement.

It is hereby mutually agreed to by and between the parties that:

The period of Agreement is for 24 months with effect from 1/12/2022.

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Mangalmay institute of Engineering & Technology

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#### 2. Roles and Responsibilities

## A. Responsibilities of 'MGI' Greater Noida India

- a. 'MGI' Greater Noida India will provide required Documents and mail ids to accredit college for becoming Academic partners for Microsoft, Cisco, Oracle, EC Council, CompTIA etc.and Testing partner from our different clients such asPSI, Pearson, ETS etc.
- b. 'MGI' Greater Noida India will provide space for making lab to conduct On Line Exams with power back up and Internet Connection.

### B. Responsibilities of DSL:

- a. DSL will appoint staff at College premises for smooth running of test centre. Salary for Test Centre staff will be given by DSL.
- b. DSL will be responsible for managing whole process includes testing and certification at College premises.
- c. DSL will be bearing all costs related to becoming test centre as well as for all infrastructures made for the test centre.

### 3. Financial Terms & Conditions / Royalty:

Both the parties have agreed that a minimum amount of Rs.20,000,00/- (Rupees Twenty Lakh INR) will be paid annually by DSL to 'MGI' Greater Nolda India and Rs. 5,00,000/- (Rupees Five Lakh INR) as quarterly advance payment.

#### 4. Termination

- a. The term of this agreement will commence on the effective date and will be valid for 24 months after the effective date, however both parties may terminate the contract before 24 months after giving one month's prior written notice to the other parties.
- b. This agreement may be renewed if mutually agreed by both the parts on the same or mutually agreed terms and conditions for successive periods of twenty four months again, unless terminated earlier as provided in this agreement. Nothing in this agreement shall be interpreted as required either party to renew or extend this agreement.

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In Witness Whereof, both the parties here to have executed and delivered their respective hands on the day, month and year first here in above mentioned.

By its Authorized Signatory:

Mr.Kunal Goyal Director, D Succeed Learners. WZ-O- 98, IST FLOOR, NEW MAHAVIR NAGAR, OPP. KANGRABUS STOP, OUTER RING ROAD-26, NEW DELHI, India.

(First Party)

Date: 01 December, 2022

By its Authorized Signatory:

Mr. Aayush Mangal, Vice Chairman, 'MGI' Greater Nolda, UP, India

(Second Party)

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Date: 01 December, 2022.

In presence of the following witnesses:

1

2.

Director

Mangalmay institute of Engineering & Technology

Greater Noida (U.P.) 20 (010 - 2012)

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## MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY (MIET) GAPCRUD PRIVATE LIMITED

This Memorandum of Understanding (hereinafter referred to as MoU) executed on November 07,2022, between:

MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY (MIET) situated at Plot No-8 & 9, Knowledge Park-II, Greater Noida (UP)-201310, the ONE PART

GAPCRUD PRIVATE LIMITED (hereinafter referred to as GAPCRUD), an ISO 9001:2015 certified educational technology and services organization incorporated under the Companies Act of 2013 (CIN: 180301WB2021PTC246914) and having registered office at HA 130, Sector 3, Salt Lake City, Kolkata - 700097, the OTHER PART, AND

WHEREAS, GAPCRUD is recognized as a technology start-up by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry via registration number DIPP85303, for its "GAPCRUD" project execution methodology. The company offers its services under the brand "Capsule Labs". AND

WHEREAS, the parties herein wish to develop industry institute association for mutual benefit towards student, faculty and facility development

The Parties enter into this MoU on the terms and conditions set forth hereafter:

Objective: Clause 1:

Both Parties are to cooperate with each other to facilitate effective utilization of intellectual capabilities and market reach as promptly as is responsibly practical.

Clause 2: Scope:

- MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY (MIET) may provide support to publicise GAPCRUD offerings and events within its student community and faculty members.
- GAPCRUD may provide technical expertise, platforms and services to support institutional or departmental events like hackathons or workshops.

c. GAPCRUD may provide authorized experts to deliver webinars or seminars-or workshops in emerging technologies or other areas of mutual interest These To

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activities can be made available to currently enrolled students for motivational purposes or for technology awareness.

- GAPCRUD may provide support for advanced students to undertake projects in emerging technologies and gain appropriate certifications on its CapsuleLabs platform.
- e. GAPCRUD may provide opportunities for certified internships to students from time to time. Such opportunities will be located at either its own offices or those of its partners or online.
- GAPCRUD may provide assistance and opportunities for Full Time Employment to students with advanced certifications on its CapsuleLabs platform.
- GAPCRUD may appoint authorized experts/resource persons to provide consultations for curriculum development and innovation or pre-incubation policies.

#### Confidentiality: Clause 3:

Either Parties have agreed to hold in confidence all shared information/data designated as "Confidential", without explicit consent. This excludes prior information available with either Party or available through public domain.

#### Clause 4: Intellectual Property Rights (IPR):

The IPR that may arise as a result of joint research or collaborative activities under the agreement will be worked out on a case-by-case basis and will be consistent with officially laid down IPR policies of the two organizations. However, in the absence of an explicit contract, this MoU does not imply or transfer rights to reverse engineer, use, own or licence intellectual properties of either parties.

#### Commercials: Clause 5:

There is no financial commitment on either Parties arising from this MoU. If there is any financial consideration, it will be explicitly dealt with on a case-tocase basis.

#### Clause 6: Validity and Jurisdiction:

This Agreement shall commence upon the date of the final signature below and will be valid for three years until it is expressly terminated by either Party on mutually agreed terms. The MoU may be renewed by mutual agreement between the Parties.

#### Arbitration: Clause 7:

This MOU shall not be legal binding on any of the Parties. However, in case of any dispute regarding the MOU, the parties will attempt to resolve the matter amicably. Any divergence or difference derived from the interpretation or in

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application of the MoU shall be resolved by arbitration between the Parties as per the Arbitration Act, 1996 under Kolkata Jurisdiction.

Clause 8:

Relationship between Parties:

It is expressly agreed that the Parties are acting under this MoU as independent contractors, and the association established under this MoU shall not be construed as a partnership or joint venture.

#### SIGNATORIES:

In witness whereof, the Parties hereto have signed this MoU in original in English with electronic copies of the executed MoU being also treated as original.

Execution of the MoU Gapcrud Private Limited

Aayush Mangal

Vice Chairman

Mangalmay Group of Institutions

Plot No-8 & 9, Knowledge Park-II,

Greater Noida (UP)-201310

Witness 1.

Dr. Sanjay Pachauri

Head of the Department- B.Tech (CSE)

Alun Prayllynolly Atanu Roy Chowdhury

Managing Director

**GAPCRUD** Private Limited

HA 130, Sector 3, Salt Lake

olkata - 700097, India

Witness 2.

Dr. Garima Srivastava,

Associate Professor

Gapcrud Private Limited

Biblia Ray-Chorolly

Director

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Mangalmay institute of Enonwering & Technology Greater Noida (U.P.) 201010

(College Code-788



Prutor.al 6th floor Rajeev Motwani Building, IIT Kanpur, Kalyanpur, Kanpur Pin code: 208016

# MEMORANDUM OF UNDERSTANDING ("MOU") REGARDING PRUTOR.AI, IIT KANPUR ACADEMIC ALLIANCE

This Agreement is executed under Academic Alliance in 1st March 2022 by and between:

Prutor.ai (Robust Results Private Limited), having its registered office at W123 Regency Park2, DLF Phase 4, Gurgaon and having its working office at 6th floor Rajeev Motwani Building, IIT Kanpur Kalyanpur (208016), acting through its authorized representative Mr. Rahul Garg, Director Prutor.ai (hereinafter referred to as "Prutor")

#### AND

Mangalmay Institute of Engineering & Technology, Greater Noida. It has been established in year 2011 (hereinafter referred to as "MIET") The Institute is approved by All India Council for Technical Education & affiliated by Dr. A.P.J Abdul Kalam Technical University, Lucknow (a Technical University of Uttar Pradesh & formerly known as U.P.T.U.) offers several educational programs by setting high standards in this field and is committed to meeting the social responsibilities also. It strives to incorporate the world's best academic practices into all their academic programs acting through its authorized representative Mr. Atul Mangal, Chairman-Mangalmay Institute of Engineering & Technology, Greater Noida.

#### Overview:

This agreement is regarding the MOU of Mangalmay Institute of Engineering & Technology, Greater Noida with Prutor.ai

(Prutor and MIET together, the "Parties" and each, a "Party").

#### WHEREAS:

- A. Prutor is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. Prutor imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities.
- B. Prutor is created by Dr. Amey in year 2015 at IITK (hereinafter referred to as "Prutor") that has been mandated to provide industry focused and industry driven hands-on courses. It strives to narrow the gap between the academic approach to Prutor domains as currently provided by the educational institutions and the practical oriented approach as demanded by the industry. It is working towards enhancing the domain expertise of interested faculty and students with special focus on the faculty and students of the these states U.P., M.P. U.K. Raj. & Bihar and the two union territories of Delhi and Chandigarh, through a continuous engagement model with courses upgraded regularly.
- Prutor is used by IIT Bombay, IIT GOA, IIT Madras, IIT Kanpur, IISc Bangalore, IISER Bhopal and many more institutions to teach coding,
  - In year 2019 AKTU (formerly known as UPTU) has adopted Prutor to teach two courses for 1<sup>st</sup> year & 2<sup>np</sup> year B.Tech students, every semester approx. 70000 students of 200+ engineering colleges across U.P. using Prutor as well as some UGC recognized private universities like Rama Miniversity, Noida International University, IIMT University, Maharishi University of Technology, BBDNIT, IES University, Madhyanchal Professional University, JS University, FS University, Ambition Institute of Technology and many more using Prutor to teach coding.

Greater Noida (U.P.)-201310

(College Code-786)

Prutor.ai 6th fioor Rajeev Motwani Building, IIT Kanpur, Kalyanpur, Kanpur Pin code: 208016

D. Mangalmay Institute of Engineering & Technology, Greater Noida is an educational institution based in Uttar Pradesh

#### **OPERATIVE PROVISIONS:**

#### 1. Scope of MOU

MIET requires the following support for helping increase the placement of students by both training their faculty on the latest technologies and enhancing the coding, professional and computing skills of both faculty and students of institutions associated with MIET.

Scope of this agreement, roles of the Parties are detailed in Appendix A.

#### 2. Representative

The Parties shall appoint a representative ("Principal Investigator") each to manage and oversee the collaboration requirements. The agreed representatives are as follows:

Mr. Rahul Garg Director, Prutor, IIT Kanpur Email: rahulgr@iitk.ac.in

Mr. Atul Mangal Chairman, MIET, Greater Noida Email: atulmangal@mangalmay.org

The implementation shall be carried out by the Director & Chief Architect of Prutor Mr. Rahul Garg, IIT Kanpur and Mr. Atul Mangal (Chairman), MIET, Greater Noida

Mr. Rahul Garg

Director, Prutor, IIT Kanpur

Email: rahulgr@iitk.ac.in

Mr. Atul Mangal Chairman, MIET, Greater Noida Email: atulmangal@mangalmay.org

#### 3. Term and Termination

This MOU will commence on 1<sup>st</sup> March 2022 (hereinafter referred to as the "Effective Date") and end on 28<sup>th</sup> February 2025. Either Party may terminate this MOU at any time on ninety (90) days prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party. On termination of this MOU, each Party agrees to return all properties (e.g., content, technology, software, documentation etc.) owned or provided by the other Party. The clauses relating to Warranties, Governing Laws and Venue shall survive the termination or expiration of this MOU.

#### 4. Expenses

Each Party shall bear its own costs and expenses incurred in connection with the performance of their respective obligations under this MOU unless otherwise agreed in writing by the Parties.

## 5. Right to Use Name/Public Announcements

Maither Party may use the name of the other Party as a reference in negotiations with third parties or impress releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law for governmental disclosures.

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Prutor.ai 6th floor Rajeev Motwani Building, IIT Kanpur, Kalyanpur, Kanpur Pin code: 208016

#### 6. Confidential Information

The Party receiving Confidential Information will not disclose it to any other person and use at least the same degree of care to maintain the Confidential Information as it uses in maintaining its own confidential information as confidential. At least a reasonable degree of care and due diligence will be taken by both the Parties in maintenance of Confidential Information.

#### 7. Non-exclusivity

This MOU is non-exclusive, and the Parties shall be free to enter into agreements with other parties covering cooperation on technologies and products within the scope of this MOU.

#### 8. Disclaimer

Nothing in this MOU will be deemed to constitute or create a joint venture, partnership or other formal business entity or fiduciary relationship between the Parties. Neither Party shall assert any claim for damages or injury arising from this MOU or reliance on any of the provisions of this MOU.

#### 9. Warranties

Each Party will be responsible for its own negligence or willful misconduct for its performance under this MOU. No Party will be liable to each other for any losses, damages, and/or any liabilities of any kind.

#### 10. Force Majeure

Each Party shall be excused from performance of the MOU only to the extent that the performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party, in writing and will resume its performance as soon as performance is possible.

#### 11. Governing Law and Venue

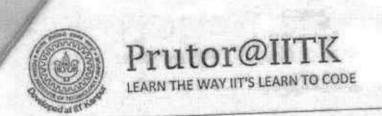
This Agreement and any disputes arising out of or related hereto shall be amicably settled between the Parties. If the Parties fail to reach an amicable settlement by themselves, the dispute can be referred to arbitration in accordance with under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be Kanpur, India. The exclusive language to be used for the arbitral proceedings shall be English. Both the Parties shall bear the arbitration costs equally and the arbitral award shall be final and binding on both the Parties. No shifting of attorney fees against the losing Party.

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Mangalmay institute of Engineering & Technology

Greater Noida (U.P.) 201310

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Prutor.al 6th floor Rajeev Motwani Building, HT Kanpur, Kalyanpur, Kanpur Pin code: 208015

IN WITNESS WHEREOF the Parties hereto have set their hands to this MOU on the Effective Date as mentioned above.

Name:

Prutor@ IITK, Kanpur

Mangalmay Institute of Engineering & Technology, Greater Noida

By: John Cork	By: Tomp
Name: Mr. Rahul Garg	Name: Mr. Atul Mangal
Title: Director	Title: Chairman
Date:	Date: 1/03/202
In the presence of:	In the presence of:
	Witness:

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Witness:

Name:

Prutor.ai 6th floor Rajeev Motwani Building, IIT Kanpur, Kalyanpur, Kanpur Pin code: 208016

#### APPENDIX: A

#### We are offering:

a) Prutor, a technology used and developed at IIT Kanpur

- b) Certified courses in association with faculty from IIT Kanpur and industry professional to your college students and faculty at a very special price through this MOU.
- Free Faculty Development Programs (FDP) along with certification for your teachers.
- Free Student Development Programs (SDP) for students on technical and personal development topics.
- Access to State and India level competitions like CodeOn, the coding hackathon and other competitions from IT Kanpur
- Optional –Launch of certified FDP / SDP and industry-oriented courses in association with your institution and IIT Kanpur faculty/ professionals (on 70% Prutor: 30% institute revenue sharing basis).
   These courses may also carry certification from IIT Kanpur. \*(Subject to approval)
- Customized syllabus and special courses designed as per the requirement of the institute.
- Ability to access Prutor platform, that is used for teaching coding and conduct quizzes in many leading institutes in India including IIT Kanpur and IIT Bombay.

#### Scope of Agreement:

A standard fixed cost shall be charged per student, (on a mandatory basis) as per the following:

- Recorded Lectures The fee for all the courses are lesser then the one that is offered by Prutor (Technology developed at IIT Kanpur) on it's official website or in the market
- b) Live Lectures The fee for all the courses are lesser then the one that is offered by Prutor (Technology developed at IIT Kanpur) on it's official website or in the market.
- c) The institution may adopt the courses for other students also. The minimum strength guaranteed for enrollment in prutor programs per year is minimum 100 students
- d) It is mandatory to provide the courses either in recorded mode or in live mode to the abovementioned number of students every year under the terms of this MOU.
- The list of recorded and live courses shall be updated on <a href="https://prutor.ai">https://prutor.ai</a>

The college can collect the payment from students at one go or the students can pay on the Prutor.ai portal directly. The courses shall continue to be allocated per year to all the students till the term of this agreement.

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Protor.ai 6th floor Rajeev Motwani Building, IIT Kanpur, Kalyanpur, Kanpur Pin code: 208016

#### Responsibilities of PRUTOR:

- Create student accounts for all the students registered by the College.
- Provide regular update on the trainings, internships, and jobs available to all the students registered by the College as per their filled in preferences
- Safeguard students' data as per Prutor.ai privacy policy (<a href="https://prutor.ai/privacy-policy/">https://prutor.ai/privacy-policy/</a>)
- · Inform the College when students get selected for an internship or for jobs
- · Inform the College about all training / internship / job's campaigns launched every month
- Provide an additional up to 15% discount (depends on batch size) on all Prutor ai trainings to students
  of the college
- Provide an opportunity to faculty members to collaborate for academic activities.
- Provide the Prutor platform to conduct/run the courses/ assessment/ quizzes etc. on a very nominal charge.

#### Responsibilities of the MIET:

- Recognize Prutor.ai as the internship, training, and placement partner in internal and external communications for activities conducted through Prutor.ai
- Send a communication to all the students and faculties regarding the association and encourage students to verify their accounts
- Provide the information of all the interested students of the College as required by Prutor ai for their registration. The information should contain the first name, last name, mobile number and the email address of all the students of the College
- Regularly post a list of students selected for internships or jobs through Prutor.al on the college's notice board
- Share necessary/relevant information regarding internship campaigns launched by Prutor.ai with its students
- Encourage faculty members to act as resource person and collaborate with Prutor.ai in the interest of the students.

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#### Memorandum of Understanding

This Memorandum of Understanding is made at Pune on 7th Dec 2022

#### BETWEEN

Mangalmay Institute of Engineering & Technology (MIET), having its Registered Officeat Plot No 8 & 9 Knowledge Park 2, Greater Noida hereinafter referred to as "College" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

#### AND

GTT Foundation a Non-Profit Organization registered having its registered office at 10, Talera Park, Kalyani Nagar, Pune-411014 hereinafter referred to as "GTTF" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part

#### WHEREAS:

- 1. MIET is an is an Educational Institution affiliated to the Dr. Abdul Kalam Technical University (AKTU) Lucknow Uttar Pradesh.
- 2. GTT Foundation is engaged in the field of education & employability domain that provides training to the students as part of their CSR activity
- 3. MIET is willing to enter into a Memorandum of Understanding (MOU) with GTTF for the skills enhancement training program through the technology platform or other face to face initiatives.

GTT Foundation

10, Talera Park, Kalyani Nagar, Pune-411014

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# NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

#### 1. Objective:

The objective of this MOU is to enable students of the college access to resources that would enhance their employability.

#### 2. Period of MOU:

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of Two year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

#### 3. Roles & Responsibilities of the College:

- a. The College shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. The College shall share in their letterhead the details of the students who will attend the aforesaid training program with GTTF like name, email ID, contact details, Name of the Company in which Candidate is placed(current Company), qualification (along with the year of completion/pursuing) and other documents as per GTTF training requirements...
- c. It would be the responsibility of the College to ensure that proper publicity of the Program is made through College website.

d. To encourage the Students to register for the Program by informing them about the benefits of the program.

GTT Foundation

10, Talera Park, Kalyani Nagar, Pune-411014

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- College to refrain conducting any of their training or call with the students when GTTF training is going on.
- It would be their responsibility to ensure that all their students adhere to training schedule.
- g. To provide all the support services and facilities to GTTF during the conduct of the said Training Program.
- h. To coordinate with GTTF and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by GTTF, as per schedule communicated by GTTF.
- To provide the placement details of the students who have undergone the aforesaid training.

# 4. Roles & Responsibilities of GTTF:

- a. GTTF shall be responsible to provide access to employability enhancement related activities through blended learning model.
- GTTF will arrange for assessment of its own and also arrange external assessment as required.
- GTTF will facilitate placement of students with their client/ customer companies
  in suitable positions and also recruit for their own requirements.

## 5. Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. Program Coordinator to be appointed by college
- c. TPO's active support and participation is required for smooth & efficient conduct of the program.

GTT Foundation 10, Talera Park, Kalyani Nagar, Pune-411014

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d. The College shall not write/publish any material or use any logos/names of GTTF/ In any of the publications without prior written consent and approval from GTTF.

#### 6. Commercials:

This life skills enhancement training program is free of cost. GTTF shall not charge any fees on whatsoever account/name from the students on the College for conducting the aforesaid training program.

#### 7. Certification:

Certificates shall be awarded by GTTF to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

#### 8. Umitations and Warranties:

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

#### 9. Termination:

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

of Engineering of Talera Park, Kalyani Nagar, Pune-411014

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# 10. Entirety & Amendment:

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

# 11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

## 12. Confidential Information:

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any

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other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

d. The College agrees not to deal directly or enter into any agreement any clients GTTF and should not share any information with them related to the training during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

#### 13. Force Majeure:

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

GTT Foundation 10, Talera Park, Kalyani Nagar, Pune-411014

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#### 14. Non-Solicitation:

The College agrees that during the term of this Agreement and for a period of two
(2) years after the termination or expiry thereof, it shall not, directly or indirectly,
employ, contract, solicit, hire or otherwise utilize the services of an existing
employee of GTTF

#### 15. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties hereto, the courts in Pune alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Pune, Maharashtra.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

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GTT Foundation 10, Talera Park, Kalyani Nagar, Pune-411014

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

ASHIULE OF Engineering

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For Mangalmay Institute of

Engineering & Technology (MIET)

(Authorized-Signatory)

Name: Aayush Mangal

Designation: Vice Chairman

Place: Greater Noida

Date: 07-12-2022

Stamp:

ASSUME OF Engineering veater Noida 009-786

For GTT Foundation.

(Authorized Signatory)

Name: Insiya Kamal

Designation: Legal Assistant

Place: Pune

Date: 07th Dec 2022

Stamp:

Mangarrasy institute of Engineering & Technology Greater Noida (USA) -201310 College Code-786

> GTT Foundation 10, Talera Park, Kalyani Nagar, Pune-411014

#### MEMORAIDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between Mangalmay Institute of Engineering & Technology, Greater Noida, Uttar Pradesh, 201310 represented by Dr. Yashpal Singh (Director-MIET) of the one part

and

UPSEARCH TECHNOLOGIES LLP, Pune, Maharashtra engaged in engaged in Software Development and Development (here in after called "the Company") represented by Mr. Prashant Bachanna, of the one part.

#### Aims and objectives of the MOU

- By entering into the MoU, the company and Abhilashi University agree to set up a framework to encourage and develop collaboration between Mangalmay Institute of Engineering & Technology and the UPSEARCH TECHNOLOGIES in the area of teaching & research in Education.
- 2) The initial specific objectives agreed upon between the parties are as under;
  - a) Cooperation in the exchange of information relating to their activities in teaching and research in field of mutual interest;
  - b) Promotion of appropriate joint research projects with particular emphasis on Govt. / Non-Govt. / Self-funded Projects;
  - c) To exchange the faculty and expertise available for the benefit of the both Institutions in field of teaching and research activities.
  - d) Conduct study tours for students, mutually agreed in writing between the College prior to commencement of this activity.
- The parties shall not at any time during or after the term of this MOU, divulge, or allow to be divulged, to any person, any confidential information (including, but not limited to, any information relating to the accounts,

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0 107/2021 Page 1 of 2

Mangalmay institute of Entincenno & Technology Greater Nolda (U.S.) 201310 (College Code-786

Mangalmay Institute of Engineering & Technology, Greater Noida (UP)- 201310

(College Code-786)

finance, contractual arrangement, products, business or affairs of the parties) unless the said information comes in public domain without breach of either party.

4) This MoU shall be in operation for a period of O3 year-s from the date of signing.

Signed on 30th July,2021 at MIET, Greater Noida, UP India 201310

Phaehange

Mr. Prashant Bachanna

UPSEARCH TECHNOLOGIES LLP
Pune, Maharashtra

Designated Partner

Witness:

DA 30/07/202

Dr. Kamlesh Kumar Rana

HOD - CSE

Head of Department | Variable Science & Engineering)

Mangalmay Institute of Engineering & Technology Greater Roids (U.P.) 201310 (College Code-786) Dr. Yashpal Singh
Director -MIET

Director Mangalmay Institute of Engineering & Technology, Greater Nolda (UP)- 201310 (College Code-786)

Arun Kumar Rana Director- CRD

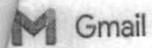
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Mangalmay institute of Engineering & Technology

Greater Noida (U.P.1-201310

(College Code-786



## Director @MIET <director@mletengineering.org>

#### Collaboration of research work

Bachanna Prashant cprashant@researchvp360.com> To: "Director @MIET" < director@mietengineering.org> Fri, Jul 30, 2021 at 10:26 AM

Greetings from UPSEARCH TECHNOLOGIES LTD !

We are happy and delighted to accept the request. Memorandum of Understanding (MOU) between UPSEARCH TECHNOLOGIES LTD. (India) and Mangalmay Institute of Engineering & Technology, Greater Noida (UP)- India,

We will send you the MOU agreement very soon

Thanks and Regards Prashant Bachanna Founder, UPSEARCH TECHNOLOGIES LTD (India) Mobile: +919642440988

On 07/29/2021 12:30 PM Director @MIET <director@mietengineering.org> wrote:

Dear Prashant Bachann Sir,

Warm greetings.....

As per our telephonic discussion, I am pleased to accept your proposal for joint research and project work. I would like to associate our students and faculty members with your organization for the same. I strongly believe that your organization will be highly beneficial with the sound technical knowledge of

On behalf of MIET, I request you to kindly process the Memorandum of Understanding (MOU) between UPSEARCH TECHNOLOGIES LTD. (India) and Mangalmay Institute of Engineering & Technology, Greater Noida (UP)- India.

Looking forward to your kind perusal.

With Regards: Prof. Yashpal singh Director. Mangaimay Institute of Engineering & Technology, Greater Noida (UP)- India

Mangaimay institute of Engin Jenno & Technology Greater Noida (U.P.) 201310

College Code-TSS

# Memorandum of Understanding (MOU)

Between



Mangalmay Institute of Engineering and Technology, Gr.NoidaU.P.

&



# APPWARS Technologies Private Limited

(The Ministry of Corporate Affairs Registered Company) (A Ministry of MSME Govt. of India Approved Company)

Signed On: August, 202.

Greater No. day of Engineer Place: Greater Noida, UP India
2021 Greater Norda (U.P.) 201310

(College Code. -As

# Memorandum of Understanding

This MoU is made on dated 07July 2021between Mangalmay Institute of Engineering and Technology, Gr. Noida and APPWARS Technologies Private Limited Noida, for to the providing Skills Development Training of Mangalmay Institute of Management and Technology, Gr. Noida and enhance their skills and upgrade them to current market trends.

Mangalmay Institute of Engineering and Technology, Gr. NoidaCampushaving its campus located at plot 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201310 (India) herein called the First Party and APPWARS Technologies Pvt. Ltd. Noida. "Since 2019, APPWARS Technologies Private Limited has provided individual and corporate clients with a superior learning experience" having its corporate campus at B-61, Sector-2, Near SBI Bank, Noida 201301 (U.P). Noida herein called the Second Party.

Both the parties mutually agree on certain mutually agreed course modules which shall be delivered by Second Party at First Party.

#### A. Responsibilities of Second Party

Second Party would be the Skills Development Training provider for engineering students of First Party.

The above-mentioned parties mutually agree on the following:

- A. Second Party would be the Skills Development Training provider for First Party.
- B. Second Party Provide academic interaction by delivering Special Lectures at First Party on topics of relevance to modern Industry.

#### B. Deliverables from Second Party

- A. Both the parties mutually agree on a course module that would be delivered by Second Party and proportionate recovery will be made.
- B. Industrial Training Certificate will be given by Second Party.
- C. Training timing will be decided as per mutual understanding.

#### C. Scope of MOU

- a. Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum, so that the students fit into the industrial scenario meaningfully.
- b. Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- d. Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students and faculty of the First Party on the technology trends and in-house requirements.
- Greater No Faculty Development Programs: Second Party to train the Faculties of First Party

for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

- f. Management Development Programs: Second party to extend the necessary support to deliver expert session for the First party on the various management domain skilling and in-house requirements.
- g. Consultancy: Second party and first party will mutually decide on any consultancy project that fall within the expertise of both the parties.
- h. Internships and Placement of Students: APPWARS Technologies Private Limited Second Party will actively engage to help the delivery of the Internships and Placement of students of Mangalmay Institute of Engineering and Technology, Gr. Noida
- Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Program on the terms specified herein
- j. If there is any financial consideration, it will be dealt separately.

#### C. Program Schedule: -

The detailed contents of the program for the year 2021 have been discussed and agreed upon by both the parties:

 In case of any changes/updates in the training program, the same would be intimated to First Party and inculcated in the training after their approval.

SHAN

Mr. Sonu Prakash
Founder & CEO Director- ....
APPWARS Technologies Private Limited
Second Party

Commy V

Mr. Atul Mangal
Chairman
Mangalmay Institute of Engineering and
Technology, Gr. Noida
First Party



# Memorandum of Understanding







# MoU

BETWEEN WWW

Mangalmay Institute of Engineering & Technology
Plot No. 8 & 9, Knowledge Park II, Greater Noida, U. P.

&

Edunet Foundation for IBM SkillsBuild (A CSR Initiative of IBM)

Signed On: 3 August 2021 Place: Greater Noida



# Mangalmay Institute of Engineering & Technology

# AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org

Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

## Memorandum of Understanding

This Memorandum of Understanding is entered on 5th Day January 2022 ("Effective Date") by and between Edunet Foundation having its office at A-11- 1105, Arcadia South City 2, Gurgaon 122018, India (hereinafter referred to as "Edunet"); and,

Mangalmay Institute of Engineering and Technology having its address Plot No. 8 & 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201306 (Hereinafter referred to as "MIET").

Whereas, Edunet is a non-profit organization with multiple programs, sponsored by government and corporate entities, that are offered free to learners across the education spectrum, including but not limited to the Tech Saksham Program (www.techsaksham.org).

Whereas, Institution is a premier institution with the following details:

of Engineering & Technolog

Established (year):	2011
Recognition, in a constant	Approved by AIC 1E.
Vision:	To create a vibrant and responsive Institution aimed at attaining outstanding academic levels through inputs of excellence, thereby shaping professionals of tomorrow with the purpose of adding value to society thereby contributing towards nation building.

And whereas, the Parties seek to collaborate with each other to mutually complement their synergies and to jointly work on building capacity of learners through one or more of the programs managed by Edunet.

Now therefore, this Memorandum of Understanding (hereinafter called "MOU") witnesses the following.

- 1. Term and termination: This MOU is valid for an initial term of 5 years from the Effective Date. It can be extended by further periods, as agreed to by the Parties from time to time. Either Party may terminate this MOU by giving the other minimum 30 days' notice. The MOU will be deemed terminated at the end of the notice period or after completing all ongoing activities so that the beneficiaries (learners and teachers) are not negatively impacted, whichever is later.
- 2. Non-binding nature of this MOU: The MOU is not binding on either Party and each is working with the other out of sheer good-will and for the benefit of the learners.
- 3. Each Party is responsible for its own costs : Both the Institution and Edunet will independently manage their cost towards fulfillment of obligations under this MOU.
  - Team for program co-ordination: Both the Parties shall appoint a suitable team who will serve as a primary point of contact on all matters related to program rollout. Individual learners and teachers may be in touch with corresponding trainers, mentors, advisors and peers during program rollout. However, all the matters related to the execution of this MOU shall reside with the signing authority.

Program Calendar & Academic Calendar: The SPOCs from both Parties will work with their respective internal stakeholders to develop a calendar for the program(s) rollout at the start of respective internal stakeholders to develop a develop a

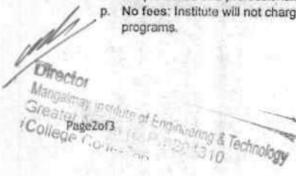
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## Responsibilities of Edunet and/or its program sponsors/partners:

- Orientation sessions: Edunet will conduct orientation sessions for learners and educators, at a mutually agreed schedule, to onboard them onto the program(s).
- Program materials: Edunet will share all program materials with the institution and/or learners as required. All sharing will be online and/or through electronic media.
- c. Face to face, instructor led sessions: For learners in the Tech Saksham Program, face to face ILT sessions will be organized on campus and will be delivered by Edunet Trainers to program beneficiaries
- d. Online instructor led sessions: These sessions may take the form of webinars or mentoring workshops or technology boot camps or innovation camps or career readiness workshops that will seek to assist learners in their career goals. These programs will be organized regularly as per a regular calendar, published on line and will be conducted by Edunet team members or program sponsors or external stakeholders as appropriate.
- Interaction with Industry experts: Edunet will bring industry experts to the Institute to drive engagements with students through seminars/webinars or project mentorship.
- f. Online platform availability: Online platforms for each of the programs of interest to the Institution will be made available to it. Links for these platforms will be made available to the Institution in a timely manner
- g. Assessments: Edunet will conduct assessments, as required, for its programs prior to certification by Edunet and/or its industry partners and/or participating government agencies.
- h. For programs with career paths: Edunet will provide linkages with local and regional industry, government and the local start-up ecosystem (incubators etc) that will help learners with gainful employment and/or entrepreneurial opportunities. Interactions will be encouraged in terms of classroom sessions, workshops, internship opportunities, career opportunities and entrepreneurship opportunities.
- Updates: Edunet will keep Institution management updated with the progress of the program(s)

#### Responsibilities of Institution:

- j. Learner identification: The Institute will identify learners, volunteers and instructors who may participate in program(s) offered by Edunet. The institute will identify the learners who meet the criteria for the program as shared by Edunet
- Support with orientation sessions: Institute will support Edunet conduct orientation sessions for all stakeholders.
- Publication of program calendars and goals: Institute will publish, on a quarterly basis, a program calendar for all its participants.
- m. Support with computer labs and classrooms: Institute will make its labs available to learners. It will make classrooms and/or audio-visual equipment available for face-toface sessions, whenever required.
- Support with attendance: Institute will ensure that program participants enthusiastically participate in chosen programs, with minimum attendance as agreed between the Parties.
- Support with assessments: Institute will ensure that assessments carried out onsite are proctored and professionally managed.
- No fees: Institute will not charge any extra fees from learners for participation in Edunet programs.



IN WITNESS WHEREOF, the parties hereto have executed this MOU on the Effective Date.

For Institution

Name: AAYUSH MANSAL

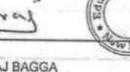
Designation: VICE CHAIRMAN Alealer Noida

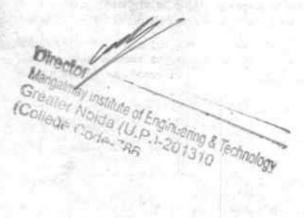
Institutional Seal:

For Edunet Foundation

Name: NEERAJ BAGGA

Designation: TRUSTEE





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# Memorandum of Understanding

This Memorandum of Understanding is entered on 3rd August 2021 ("Effective Date") by and between Edunet Foundation having its office at A-11- 1105, Arcadia South City 2, Gurgaon 122018, India (hereinafter referred to as "Edunet"); and,

Mangalmay Institute of Engineering & Technology Plot No 9, Knowledge Park 2, Greater Nolda - Ultar Pradesh 201310

having its address

(hereinafter referred to as "MIET").

Whereas, Edunet is a non-profit organization with multiple programs, sponsored by government and corporate entities, that are offered free to learners across the education spectrum, including but not limited to the Tech Saksham Program (www.techsaksham.org) and SkillsBuild (www.skillsbuild.org).

Whereas, MIET is a premier institution with the following details:

Established (year):	2011
Recognition, NAAC rating, ranking:	Affiliated to Dr. A.P.J. Abdul Kalam Technical University, Lucknow, Approved by AICTE.
Vision:	To create a vibrant and responsive Institution aimed at attaining outstanding academic levels through inputs of excellence, thereby shaping professionals of tomorrow with the purpose of adding value to society thereby contributing towards nation building.

And whereas, the Parties seek to collaborate with each other to mutually complement their synergies and to jointly work on building capacity of learners through one or more of the programs managed by Edunet.

Now therefore, this Memorandum of Understanding (hereinafter called "MOU") witnesses the following.

- Term and termination: This MOU is valid for an initial term of 5 years from the Effective Date.
  It can be extended by further periods, as agreed to by the Parties from time to time. Either
  Party may terminate this MOU by giving the other minimum 30 days' notice. The MOU will be
  deemed terminated at the end of the notice period or after completing all ongoing activities so
  that the beneficiaries (learners and teachers) are not negatively impacted, whichever is later.
- Non-binding nature of this MOU: The MOU is not binding on either Party and each is working with the other out of sheer good-will and for the benefit of the learners.
- Each Party is responsible for its own costs: Both the Institution and Edunet will independently manage their cost towards fulfilment of obligations under this MOU.
- 4. Single Point of Contact (SPOC) for program co-ordination: Both the Parties shall appoint a suitable person who will serve as a single of contact on all matters related to program rollout. Individual learners and teachers may be in touch with corresponding trainers, mentors, advisors and peers during program rollout but all matters related to the execution of this MOU shall reside with the SPOC.

Society for Inclusive Education (SIE): This is a student led initiative managed and supported by Edunet, that seeks to provide ubiquitous high quality learning opportunities to underserved communities through government and private schools/colleges around India. The Institute will Clopage 1 of 3

Mangalmay institute of Engineering & Technology

College Code, 766

set up a chapter of Society for Inclusive Education on its campus. This chapter will make Educate programs available to local underserved institutions and/or student communities through community work, classroom sessions, fund raisers to purchase equipment and free learning platforms. Office bearers will be chosen by the Institute in the first year. They may be either nominated or elected second years. The SIE chapter will have members from within the local student community who are willing contribute some time towards betterment of society. All members of SIE chapter at the Institution will be issued with appropriate certification that will help them meet their CAS/Community Work/SUPW requirements.

- Program Calendar. The SPOCs from both Parties will work with their respective internal stakeholders to develop a calendar for the program(s) rollout at the start of every quarter. This calendar will then by synchronized and published for use by everyone.
- 7. Responsibilities of Edunet and/or its program sponsors/partners:
  - a. Orientation sessions: Edunet will conduct orientation sessions for learners and educators, at a mutually agreed schedule, to onboard them onto the program(s).
  - Program materials: Edunet will share all program materials with the institution and/or learners as required. All sharing will be online and/or through electronic media.
  - c. Face to face, instructor led sessions: For learners in the Tech Saksham Program, face to face ILT sessions will be organized on campus and will be delivered by Edunet Trainers to program beneficiaries
  - d. Online Instructor led sessions: These sessions may take the form of webinars or mentoring workshops or technology bootcamps or innovation camps or career readiness workshops that will seek to assist learners in their career goals. These programs will be organized regular as per a regular calendar, published online and will be conducted by Edunet team members or program sponsors or external stakeholders as appropriate.
  - e. Interaction with Industry experts: Edunet will bring industry experts to the Institute to drive engagements with students through seminars/webinars or project mentorship.
  - f. Online platform availability: Online platforms for each of the programs of interest to the Institution will be made available to it. Links for these platforms will be made available to the Institution in a timely manner
  - g. Assessments: Edunet will conduct assessments, as required, for its programs prior to certification by Edunet and/or its industry partners and/or participating government agencies.
  - h. For programs with career paths: Edunet will provide linkages with local and regional industry, government and the local start-up ecosystem (incubators etc) that will help learners with gainful employment and/or entrepreneurial opportunities. Interactions will be encouraged in terms of classrooms sessions, workshops, internship opportunities, career opportunities and entrepreneurship opportunities.
  - SIE support: Edunet will support the SIE chapter in the Institute with all support required. A separate program manual and guidelines will be sent to the SPOC.
  - Updates: Edunet will keep Institution management updated with the progress of the program(s)
- 8. Responsibilities of Institution:
  - Learner Identification: Institute will Identify learners, volunteers and instructors who
    may participate in one or more programs offered by Edunet.
  - Support with orientation sessions: Institute will support Edunet conduct orientation sessions for all stakeholders.
  - Publication of program calendars and goals: Institute will publish, on a quarterly basis, a program calendar for all its participants.
  - Support with computers labs and classrooms: Institute will make its labs available to learners. It will make classrooms and/or audio-visual equipment available for face to face sessions, whenever required.

Greater College 1 - Greater Processions, whenever requirements of the control of

e. Support with attendance: Institute will ensure that program participants enthusiastically participate in chosen programs, with minimum attendance as agreed between the Parties.

 Support with assessments: Institute will ensure that assessments carried onsite are proctored and professionally managed.

SIE chapter: The Institute will support the SIE chapter, led by its students, to the extent
possible.

 No fees: Institute will not charge any extra fees from learners for participation in Edunet programs.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the Effective Date.

Name: Asyush Mangal

Name: Neera Bagga

Designation: Vice Chairman & Trustee
Institutional Soal:

Name: Neera Bagga

Designation: TRUSTEE

Institutional Soal:

Name: Neera Bagga

Designation: TRUSTEE

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# MEMORANDUM OF UNDERSTANDING ("MOU") REGARDING ICT ACADEMIC ALLIANCE

This Memorandum of Understanding ("MoU") is effective as of 21.12.2021 (Effective Date) by and between;

Indian Institute of Technology Kanpur, a body corporate incorporated under the Institutes of Technology Act, 1961 and having its office at P.O. IIT Kanpur, Kalyanpur Kanpur, Uttar Pradesh- 208016, India, hereinafter unless the context otherwise requires be referred to as "IIT Kanpur

AND

Mangalmay Institute of Engineering & Technology, Plot No. 8 & 9 Knowledge Park II, Greater Noida, UP

(IITK and University together, the "Parties" and each, a "Party")

#### WHEREAS:

- a) Indian Institute of Technology Kanpur has established an Electronics & ICT Academy at IIT Kanpur (hereinafter referred to as "EICTA") that has been mandated by Ministry of Electronics & Information Technology (MeitY) to provide industry focused and industry driven hands-on courses in Electronics & ICT. It strives to narrow the gap between the academic approach to Electronics & ICT domains as currently provided by the educational institutions and the practical oriented approach as demanded by the industry. It is working towards enhancing the domain expertise of interested faculties and through a continuous engagement model with courses upgraded regularly.
- b) INSTITUTE Details and andvision.
- c) The Parties agree to collaborate for providing online non-degree training courses on various subjects including and not limited to industry standard and processes on the terms and conditions herein contained. These courses will be meant for working professionals to up-skill them, for students who have recently completed their degree courses and faculties (hereinafter collectively referred to as "Students").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, WARRANTIES, COVENANTS, AND OBLIGATIONS, MADE HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

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#### **OPERATIVE PROVISIONS:**

#### Scope of the MoU

Whereas University requires the support for enhancing the skills of both faculty and students. EICT-IITK has a list of skill oriented courses which can enhance students' employability and also add value to the existing skills of the faculty. For the students the University shall request for Augmentation program or need based as the case may be and shall be delivered by "Academy" as per the terms and conditions. These terms and conditions will be a part of the agreement which will be signed by both parties before the start of any engagement.

A. <u>Augmentation program</u>: Augmentation Program has been designed by "ACADEMY" to bridge the gap between industry requirements and academic curriculum. The Augmentation Program is a set of graded courses (hereinafter referred to as "Programs" or "Courses") to provide the necessary technical and non-technical skills to the students making them industry ready.

Augmentation Program is a value added and industry relevant Program, to be provided to the all students undergoing graduation / post-graduation in all programs offered by the University, to upgrade their technical and non-technical skills. These Programs are delivered along with the semester courses itself. These Programs are not a part of the curriculum but are designed to provide the students with latest skills required in the ever evolving requirements of the industry.

Augmentation Program is envisaged to be delivered in a hybrid mode, partial online sessions with supporting and hands on sessions at the institution itself.

The University / college / institution are at liberty to choose Program(s) from the bouquet of Programs / Courses based on their requirements as per Annexure 1 provided all pre requisites to run any chosen Programs are fulfilled.

These Courses are designed with great stress on hands on learning. The Augmentation program requires the University to sign up with "ACADEMY" to conduct at least one course per semester for all enrolled students in any stream starting from 1<sup>st</sup> year to 3<sup>rd</sup> year. Similarly the University can request for need based program for their students.

- B. <u>Need Based program</u>: The University may feel the need to upskill their students in various modules and hence may ask "ACADEMY" to conduct the sessions for such a need.
- C. <u>Faculty Development Program:</u> The college / University can go organise an FDP for their college faculties / invite participation form other colleges and universities . Such FDP's are conducted at an economical cost.

Participation in Summer / winter trainings: The college / Universities can associate with EICT-IIT,K to send participation (students) for Summer Trainings and Wirector

Mangalmay Institute of Engineering & Technology
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wintertrainingsat IIT,K venue as and when they are organised. The colleges can also associate for Online LIVE Summer Training program with a special fee structure for their students.

ONLINE LIVE Teaching: The college / University can associate with us to organise online live lectures for any modules as required by them.

#### Commercial Arrangement

The fees for all the Programs, commercial and monetary arrangements between the Parties are finalised based on the modules and customised offerings.

A different commercial MoU shall be signed between the parties along with required annexures.

In all the commercial activities, all fees has to be paid directly to Registrar, IIT Kanpur only. The name and account details shall be shared with you once we enter the commercial agreement.

#### Representative

The Parties shall appoint a representative ("Principle Investigator") each to manage and oversee the collaboration requirements. The agreed representatives are as follows:

Prof. Yashpal Singh, Prof. B.V. Phani.

Mangalmay Institute of Engineering & Project Investigator, Technology, Plot No. 8 & 9 Knowledge

"EICT Academy, IITK" Park II, Greater Noida, UP

E-mail: director@mietengineering.org Email: bvphani@iitk.ac.in

#### Term and Termination

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College Corp. 786

This MoU is for a period of 5 years commencing from the Effective Date, upon signing of this MoU. The MoU may be renewed for an additional term at the end of this term on mutual agreement of the Parties. The activities under this MoU will be reviewed every year. Either Party, giving no less than 30 days' notice in writing to the other Party, may terminate this MoU post mutual agreement.

## Right to Use Name/Public Announcements

Neither Party may use the name, logo of the other Party as a reference in negotiations with third parties or in press releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law for governmental disclosures.

#### 6. Confidential Information

The Party receiving Confidential Information will not disclose it to any other person and use at least the same degree of care to maintain the Confidential Information as it uses in maintaining its own confidential information as confidential. At least a reasonable degree of care and due diligence will be taken by both the Parties in maintenance of Confidential Information.

#### 7. Exclusivity

University will not enter into agreements with other parties covering cooperation on technologies and products within the scope and tenure of this MOU.

#### 8. Disclaimer

Nothing in this MOU will be deemed to constitute or create a joint venture, partnership or other formal business entity or fiduciary relationship between the Parties. Neither Party shall assert any claim for damages or injury arising from this MOU or reliance on any of the provisions of this MOU.

#### 9. Warranties

Each Party will be responsible for its own negligence or wilful misconduct for its performance under this MOU. No Party will be liable to each other for any losses, damages, and/or any liabilities of any kind.

#### 10. Force Majeure

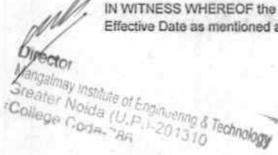
Each Party shall be excused from performance of the MOU only to the extent that the performance is prevented by conditions beyond reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party, in writing and will resume its performance as soon as performance is possible.

#### 11. Governing Law and Venue

This MoU shall be governed by and construed in accordance with the laws of India and IIT Kanpur's policies, rules and regulations from time to time as approved by the competent authority.

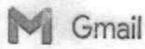
All disputes and differences, arising between the Parties relating to any of the provisions of this MoU, either during its term or upon expiration or termination, will be referred to Director, ITKanpur and any decision in this regard by the Director will be final and binding on both parties.

IN WITNESS WHEREOF the Parties hereto have set their hands to this MOU on the Effective Date as mentioned above.



Mangalmay Institute of Engineering & Indian Institute of Technology, Kanpur Technology, Plot No. 8 & 9 Knowledge Park II, Greater Noida, Delhi NCR Director 21/12/2012 By: Prof. Yashpal Singh Name: Title: Title: Professor Date: 21.12.2021 Date: In the presence of: In the presence of: Witness-Witness-Name: Dr. Girish Dutt Gautam Name: Signature: Signature: Date: 21.12.2021 Date:

Mangaines vigilità of Engineering & Tachnology
(College Code-786



Director @MIET <director@mietengineering.org>

# Regarding ICT Academic Alliance MOU Mangalmay Institute of Engineering & Technology, Greater Noida

Director @MIET <director@mietengineering.org>
To: eict@litk.ac.in, eicthelp@gmail.com

Tue, Dec 21, 2021 at 3:50 PM

Dear Sir/Madam.

Please find attachment of ICT Academic Alliance MOU Mangalmay Institute of Engineering & Technology, Greater Noida

2 attachments

IIT - MoU (2).docx 24K

MOU IIT KANPUR.pdf





# Mangalmay Institute of Engineering & Technology

#### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: admission@mangalmay.org,

Ph.: 0120-2320400, 2320401 Website: www.mangalmay.org

#### MEMORAIDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between Mangalmay Institute of Engineering & Technology, Greater Noida, Uttar Pradesh, 201310 represented by Dr. Yashpal Singh (Director-MIET) of the one part

and

GEH Research LLP, Pune, Maharashtra engaged in Innovation, Research and Prototype Development (here in after called "the Company") represented by Dr. R. Singh, of the one part.

#### Aims and objectives of the MOU

- By entering into the MoU, the company and Abhilashi University agree to set up a framework to encourage and develop collaboration between Mangalmay Institute of Engineering & Technology and the GEH Research in the area of teaching & research in Education.
- 2) The initial specific objectives agreed upon between the parties are as under;
  - a) Cooperation in the exchange of information relating to their activities in teaching and research in field of mutual interest;
  - b) Promotion of appropriate joint research projects with particular emphasis on DST/DBT/AICTE/UGC/CSIR funded projects;
  - c) To exchange the faculty and expertise available for the benefit of the both Institutions in field of teaching and research activities.
  - d) Conduct study tours for students, mutually agreed in writing between the College prior to commencement of this activity.
- 3) The parties shall not at any time during or after the term of this MOU, divulge, or allow to be divulged, to any person, any confidential information (including, but not limited to, any information relating to the accounts.

Director

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Mangalmay Institute of Engineering & Technology, Greater Noida (UP)- 201310

(Coilege Code 786)

Finance, contractual arrangement, products, business or affairs of the parties) unless the said information comes in public domain without breach of either party.

4) This MoU shall be in operation for a period of O3 year-s from the date of signing.

Signed on 02<sup>nd</sup> Aug, 2021 at MIET, Greater Noida, UP, India 201310

Dr. R. Singh GEH Research LLP Pune, Maharashtra

Witness:

208 2021

Dr. Kamlesh Kumar Rana HOD - CSE

MIET

Head of Department (Computer Science & Engineering) Mangalmay Institute of Engineering & Technology Greater Noida(U.P.)-201310 (Coffege Code-786)

Dr. Yashpal Singh Director MIET

Director Mangalmay Institute of Engineering & Technology, Greater Noida (UP)- 201310 (College Code-786)

Harish Bhatia

Registrar

Mangalmay institute of Engineering & Technology

Greater Noida (U.P.1-201310

(College Code-786

### MEMORANDUM OF UNDERSTANDING

between

CloudKampus

and

Mangalmay Institute of Engineering & Technology - Greater Holds

This Memorandum of Understanding (MoU) is made on this 17" day, December of 2021, between CloudKampus, the E Learning Division of CADD Centre Training Services Pvt Ltd, Ghennal (hereinafter called Cloud/Campus ) which term shall mean and include their successors in interest and assigns), having their Head Office at 1st Floor, K.R. Ahamed Sha Office Complex, 25 Dr. Rachakrishnan Salai, Mylapore, Chennal- 600 004 represented by Lokesh Kumar and Mangalmay Institute of Engineering & Technology , having its office as Plot No-9, Knowledge Park 2 -Greater Nolda (Uttar Pradesh), represented by Dr. Yashpal Singh ( hereinafter called "MIET Institute") which term shall mean and include his/her successors in Interest and assigns ).

#### Wooreas

CLOUDKAMPUS ( https://www.cloudkampus.com/ )

Cloudkampus- An e-learning platform powered by CADD Centre group of training centrus, Asia's biggest training and skilling conglomerate.

- 30+ years of experience in Design, Technology and Engineering training inspired from the best of renowned methodologies.
- A diversified global network of creative, engineering and management skill development institutes.
- 2 Million + aspiring professionals trained and skilled
- In compliance with global standards of design thinking, training, and skilling, enabled by 250+ trainers from | CADD Centre | LIVEWIRE | DREAMZONE | INSTITUTE OF INDUSTRIAL DESIGN | SYNERGY |
- Curriculum developed with software developers as academic partners and vetted by the industry.

NSDC accreditation for relevant courses.

Director

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(College Code-786

In-demand courses that make students employable and professionals move up the ladder, at organizations across the spectrum of the manufacturing and services sector, anywhere in the world.

# ectives and Purpose of the MoU

- Preparing the students of the Institute to seamlessly graduate from an enriched college life to setting goals and drawing up career plans.
- Training on CAD/CAM/CAE/IT/Project Management Software skills at subsidized cost.
- Impair operational excellence, personal development skills and CAD/CAM/CAE/IT/Project Management software skills.
- Provide value added software training skills to all the students- both at undergraduate and post graduate levels.
  - xposing the students to latest technologies.
- Enhancing the employability level of the students.
- Exposure to the Industry through Internship programs wherever applicable.
- Facilitating awareness programs through the conduct of webinars, demos and competitions.
- Building / Improving the confidence level of students to face real situations/challenges.

### onelits to the Students

- Live Instructor-Led Training
- Training handled by experienced trainers.
- Flexible training Schedules
- Free Access to 100s of Self Paced Courses to registered students
- The experience of technology enabled learning environment.

Providing participants with internationally acclaimed course materialin electronic form as e-booksfor every course attended and curriculum vetted by CADD Centre and the industry.

DESCRIPTION BOOK

Director



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- Offering completion certificate after successful training completion. NSDC approved Certificate wherever relevant.
- Training students in software and taking up the competency certification tests and grading
- Providing placement guidance and assistance to eligible candidates.
- Offering high quality skills training at affordable rates.
- Receive high Quality training on latest skill programs without worrying about uncertainties.

### Benefits to the Institute

- By engaging a Professional Training Institution like Cloud/Campus, the Institute intends to provide Quality Skills Training to aloresaid branch students.
- The best possible way of imparting skill based instructor-led learning in technology and design during uncertain times of academics.
- Moster Dash Board Access where the entire processfrom enrolment of the students, training progress, to certification is available real-time.
- Faculty Development Programs wherever possible.
- Regular Knowledge Enrichment seminars and Demos for the benefit of the students.

# CloudKampus shall provide

- Well researched, industry relevant training.
- Individual tool-based courses for beginners as well as Job Role based Certification Courses for students in advanced technologies,
- Scheduling batches as mutually agreed upon.
- Demos and webinars introducing a technology/course.
- Instructor Led Virtual Training Classrooms for all LIVE classes.
- Portal access and Dashboard for Students for easy and comfortable learning experience.

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- Portal access and Dashboard for the Institution for enabling, managing and following through the learning progress of the students.
- Unlimited Access to Self-Paced Learning courses in Subscriptions.
- Course/Classes selection Guidance
- LIVE instructor driven classroom sessions supported by hands own practice after every session.
- Assessments for Self-Paced Learnings
- E-Materials and E-books (Accessible/Viewable) for reference and continuous
- Course Completion Certificates NSDC approved\* for all the applicable courses.
- Projects and Internships for Certification Programs.
- Placement assistance,

### The Institute shall provide

- Identifying the CloudKampus courses which are relevant to the students.
- Mapping the courses with the academic time table and giving sufficient time to the students to team and practice.
- Creating awareness about CloudKampus courses among students and helping them. joining and tearning.
- Plan Schedules for the training during regular/ after college hours Aveek days/veek ends
- Making sure the necessary technical infrastructure is available to the students to attend the Live Instructor Led Virtual classes.
- Disciplinary support for the smooth conduct and timely completion of the entire course

#### Participants

All Undergraduate , Post graduate and B.Vec students from the various pomesters of the Institute, desirous of getting trained on latest skills.



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Director

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(College Code-786

### Duration & Fees

se duration and fees for each programme offered is mentioned in Annexure 1

#### ink Officer

The Institute shall appoint one or more link officers for the duration of the programme, who shall liaise with CloudKampus, and speak for the participants to make the training process learnertriendly and effective. CloudKampus shall work closely with these link officers, who in turn will keep in regular touch with the students.

#### MoU Tenure

This MoU shall be in force for a period of three years from the date of signing and will be renewed / refreshed on mutually agreed terms and conditions. Every year, training programs can be altered / modified as per industry requirements and finalized through mutual discussion between the two parties under the broad guidelines enumerated in this MoU.

# Termination

Each of the Parties ("Terminating Party") shall have the right to terminate this Agreement, if the Defaulting Party commits a material breach of this Agreement which is incapable of remedy or which in the case of a breach capable of remedy shall not have been remedied within three menths of the receipt by it of a written notice from the Terminating Party Identifying the breach and requiring its remedy. Termination of the Agreement will not affect the obligation of the parties which have already been committed.

This agreement is prepared in two parts and both the parties shall retain a copy each.

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

This Memorandom of Understanding is made this day 17\* December-2021.

or Englacering & Technology Mangalma

Dr. Yastipal Singh

Director, MET

· (U.P.)-201310

CloudKampus

tar, Lokush Kumar

Manager-B2I

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# Mangalmay Institute of Engineering & Technology

AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org,

Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

# Memorandum of Understanding (MOU)

Between



# Mangalmay Institute of Engineering & Technology Greater Noida

And



# ISKCON, Greater Noida

On

Value Added and Life Skills

Signed On: 22nd November, 2021

Harray yeur Das

# 4. Commencement, Renewal, Termination, and Amendment

- 4.1 This MOU will come into force upon affixing the signatures of the representatives of the partner institutions and will remain in effect for three years.
- 4.2 If either partner institutions wishes to terminate the MOU at any moment, it must notify the other institutions at least one month before the termination.
- 4.3 This MOU may be renewed upon its expiry, with the agreement of both partner institutions.
- 4.4 This agreement or its renewal and the actions under it may be reviewed at any time.
  Modifications may be made mutual agreements and any amendment or extension to the agreement may formalized by the exchange of letters between the two parties

WHEREFORE, the signatories below agree to the terms and conditions of this MOU and have expressed their assent thereto with their signatures at hereunder:

First party

Authorized Signatory, MIET

Second Party

Authorized Signatory, ISKCON

This Memorandum of Understanding (MOU) is entered into on this Monday day of 22nd, 2021 by and between Mangalmay Institute of Engineering & Technology, Greater Noida and ISKCON, Greater Noida

1. The Mangalmay Institute of Management & Technology and ISKCON have agreed to the following protocol governing their collaboration on academic and research related activities.

## 2. Definitions:

- 2.1 For purposes of this Agreement, the party sending students or faculty shall be referred to as the "Home Institution."
- 2.2 For purposes of this Agreement, the party receiving students or faculty shall be referred to as the "Host Institution

### 3. Scope

The scope of collaborations on Value added and Life skills in this Memorandum of Understanding includes the following areas:

- Like Skills
- Personality Development
- Time Management
- Yoga & Meditation Sessions
- Leadership Skills

EQ-IQ-SQ Test

Nature Camp

Seminars and Panel Discussions

22/11/2021

Page 2 of 3

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Red Hat India Pvt. Ltd.
A-201, 2<sup>nd</sup> Floor, Supreme Business Park,
Hiranandani Gardens,
Powal, Mumbai -400.076
+91.22.61147568I www.redhat.com

Red Hat

# PARTNER ACCEPTANCE DOCUMENT INDIA

Partner information
Company Name: Mangalmay Institute of Engineering & Contact Name: Aneesh Publication
Address: Campus 8, Knowledge Park II, GREATER NOIDA, Ulter
Pradesh, 201310

Contact name: Dr. Yashpal Singh (Director)
Email: yash.singh@mietengineering.rog
Telephone: +91 9871249409/ 1800 103 3797 / 2 70 505 11 9 7

Territory India

This Parlner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Parlner 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 Parlner Acceptance Document(s), the Parlner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be reterred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Parlner Acceptance Documents.

Red Hat Partner Agreement (India)

Director

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

(College Code-786



For Mangaimey Foundation Trust

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Applicable Program Appendices	Program(s)	Location of Program Terms	
(mark all the	it apply)		
X	Red Hat Academy Program	*Attached.	

Applicable Terms and Conditions (choose only one)	Pertner Terms and Conditions
	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/icenses/partners/.

Additional Terms

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

Mangalmay Institute of Engineering & Technology

Signature

Printed Name

MANGAL

Title



Red Hat India Private Limited

Signature

Printed Name

Title

Date

RHC-141996

Director

Mangalman institute of Engineering & Technology

Greate: Noida (U.P.1-201310

(College Code-786

Red Hat Partner Agreemen (India)



For Mangalmay Foundation Trust

# APPENDIX 1 PARTNER TERMS AND CONDITIONS



1. Purpose

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

"Red Hat" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powal 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 Fled 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/fit/dparty/eula.html">https://www.redhat.com/licenses/fit/dparty/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.

Affiliate Authorizations

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

4. Territory

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

5. Fees

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

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Fied 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 relimburse 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 Rad Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (11/4%) 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

Bed Hat Partner Agreement (India)

Mangairasy institute of Engineering & Technology Greater Noticla (U.P.)-201310

College Code-786



April 2018

For Mangalmay Foundation Trust

Chairman

(for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notices.

### 8. Trademarks

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

## 9. Additional Requirements

- 9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or purmit 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 cutside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.
- 9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to she End User under a Program Appendix. Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.
- 9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or 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 reself or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

10. Intellectual Property

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

(Ked Hat Partner Agreement (Iridia)

Director

Mangalmay institute of Engineering & Technology Greater Noida (U.P.1-201310

(College Code-786

Page 4 of YE confidential Incompanies (College Code-186)

April 2018

For Mangaimay Foundation Trust

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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 AGISING 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. S5.000.00, 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 DR 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 ruclear 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 counsal, 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 fawfully known or available to the recipient without restriction from a source having the fawful right to disclose the information; (iv) becomes fawfully known or available to the recipient without restriction from a source having the fawful right to disclose the information; (v) is generally known or available to the recipient without restriction from a source having the fawful right to disclose the information; (v) is generally known or available to the recipient without

Red Hat Partner Agreement (India)

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#### 13. Termination

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

### 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 arbitration 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 Concillation 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, walvers 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 Hat: A-201, Supreme Business Park Hiranandani Gardens , Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Rateigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

# 14.3 Compliance with Law and Export Controls.

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

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

- 14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient porform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("Partner Officials") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause fied Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resollers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 14.3.3As 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 Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems, and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.
- 14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.
- 14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notity 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.

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 forfaiture 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 malter 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 sterature. (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 and all of which will constitute one and the same instrument. may be executed in counterparts, each of which will be deemed a ngineenng

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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, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (http://www.redhat.com/en/partners) 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 small 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.

Director

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Red Hat Partner Agreement (India)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. License and Ownership

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

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

- Retained Rights. No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner, or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "salo", 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 emended 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 Red Hat
- 3.3 Permitted Marks. Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Pertner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.
- 3.4 Copyright Notices. Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat Incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.
- 3.5 Use of Red Hat Software. Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)">www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subject-to-Red Hat End User Agreement(s)</a> set forth at <a href="https://www.redhat.com/licenses/subje
- 4. Fees and Payment
- 4.1 General. Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.
- 4.2 Direct, if Partner purchases directly from Red Hat, Fees will be identified by Fied Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

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

Rud Hat Partner Agreement (India)

Director

Mangaknay institute of Engineering & Technology Greater Noida (U.P.)-201310

College Code-186



April 2018

For Mangalmay Foundation Trust

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- 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 tabs. Access to such tabs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software tab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Cartified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.
- 3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All 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.

Red Hat Partner Agreement (India)

Virector

Mangalmay institute of Engineering & Technology Greater Noida (U.P.1-201310

(College Code-786



April 2018

For Mangalmay Foundation Trust

Chairman



Red Hat Academy:



Regil Hat Partner Agreement

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Code-786)



For Mangaimay Foundation Trust

### EXHIBIT C RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



### **Red Hat Services**

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

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

Red Hat Partner Agreement (India)

Mangalmay institute of Engin sering & Technology Greater Noida (U.P.)-201310 (College Code-186



April 2018

For Mangalmay Foundation Treet

# Institute For Engineering Research & Publication Unit of Technoarete Research and Development Association



# MEMORANDUM OF UNDERSTANDING

Between

INSTITUTE FOR ENGINEERING RESEARCH AND PUBLICATION

AND

MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY

PREAMBLE

This Memorandum of Understanding (herein after referred to us " MOU ") is made and entered into by and between the Institute For Engineering Research and Publication, with a registered address at Girija Apartment, MMDA Colony, 100 Ft Road, Arumbakkum, Chennai -600106, India (herein referred to as "First Party") and Mangalmay Institute of Engineering & Technology, Uttar Pradesh (herein referred to as "Second Party").

This memorandum sets out the initial relationship between the parties as well as the respective rights and responsibilities of each party. Each Party respectively is expected to act in good faith in accordance with this Memorandum

#### OBJECTIVE

The objective of this MOU is to express the willingness of both parties to engage in an effort to promote the competitiveness of both the parties for the establishment of Student chapter in and Mangalmay Institute of Engineering & Technology. Any Specific activities under this MOU will be identified through consultation between the two parties.

PURPOSE

The purpose of this MoU is to establish a frame work for student chapter collaboration between Institute For Engineering Research and Publication (IFERP) Mangalmay Institute of Engineering & Technology (MIET) to set forth the understandings and intentions of the partners with regard to collaboration in areas of mutual concern mentioned herein.

044-42918383

Email: inlo@iferp.in

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Mangalmay institute of Engineering & Technology Greater North (U.P.) - 201310

College Code-788

Mangachay Institute of En-Greater Noida (UP)- 2010 10

(College Code-785)



# Institute For Engineering Research & Publication Unit of Technoarete Research and Development Association



# BACKGROUND

The partnership is important between IFERP and MIET Since,

Institute for Engineering Research and Publication (IPERP) a unit of Technoarete group is one of the world's largest Non-profitable R&D Association meant for research development and promotion in the field of Science, Engineering and Technology. IFERP connect professionals, engineers, to exchange global innovations and act as a bridge between researchers & academicians. IFERP form partnership with colleges, universities, professional associations, societies and organizations to operate our local chapter functions worldwide. IFERP is one of the leading publishers of research papers in its high quality peer reviewed journals, proceedings and research magazine. IFERP publish papers in its own SCOPUS journals and in addition to that IFERP have tie up with other SCOPUS Indexed Journals, ESCI / WEB of Science, UGC Journals and Springer Journals etc.

Mangalmay Institute of Engineering and Technology (MIET) is a part of Mangalmay Group of Institutions, Greater Noida, Uttar Pradesh, India, the pioneers in the field of Management and engineering education in Northern India since 2002. Over the years the group has been ranked and rated by all leading dailies & Business magazines due to its outstanding contribution to the student community and corporate and thus is regarded as one of the most Respected, Reputed and Demanded places of Higher Education.

#### SCOPE

This MoU sets forth the intentions of the parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments. If the parties later agree to undertake any specific new projects, they will develop separate written agreements for such projects, setting out each party's contributions, deliverables, and budgets.

## RESPONSIBILITIES

The partners will continue to maintain their separate and unique missions, mandates and accountabilities. Each partner will be fully and solely responsible for any and all expenses it incurs in relation to this Memorandum.

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Email: info@iferp.in www.ifarp.in

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Mangaimay institute of Engineering & Technology Greater Noida (U.P.) 201310

College Code-TAR



# Institute For Engineering Research & Publication

Unit of Technogrete Research and Development Association



Establishing student chapter is to generate interest in advancement of education and research in relevant field of science, engineering and technology by providing students opportunities to,

- Share ideas and enthusiasm with fellow students and faculty from any relevant department on campus.
- · Explore career opportunities
- · Make contacts that will last a lifetime
- · Develop leadership skills

Responsibilities of the Mangalmay Institute of Engineering and Technology .

- The Institution must have at least 100 student members of IFERP.
- Membership is open to all departments of the academic Institution/University.
- The Institution must have 25 active professional members of IFERP.
- A name board mentioning "IFERP STUDENT CHAPTER" established month, year & Address of IFERP should be kept inside the College campus of Mangalmay Institute of Engineering and Technology
- The IFERP STUDENT CHAPTER name board must be in the size of 3 X 2 feet. Expenses of the Board will be Shared 50 % by IFERP (Board should be in Metal)
- Student chapter consists of a President, Vice-President, Secretary and committee
- The chapter President must submit an annual report every year.
- IFERP Student Chapters provide unique opportunities to learn and develop leadership skills, research development, networking, mentoring and bonding.
- Conference hall (venue) or Auditorium
- Guest /KeyNote Speaker Accommodation & Hospitality
- Internal committee members must be formed from the institution.

# Establishing Student Chapter by IFERP

A petition to establish a Student Chapter, in the required form contain at least,

- Name of students, signature of the student chapter head and signature of the president.
- The signatures of at least one hundred (100) Students who are the active members of IFERP.

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Manualmay institute of Engineering & Technology Greater Noida (U.P.)-201310 College Code-786

# Institute For Engineering Research & Publication Unit of Technocrate Research and Development Association



- The signature of the Faculty Advisor of the Student Chapter selected by the petitioning Students,
   who will be the coordinator of the IFERP from the Institution/University.
- Each department must have an active professional member who will be the faculty advisor of the students chapter and the moderator between IFERP & the chapter
- The name of one Student petitioner who will serve as interim Chair until establishment of the Student Chapter is authorized.
- IFERP will be conducting series of workshop for students to reduce the gap between academic and practical implementation of curriculum.
- Concession in student membership, IFERP will be granting a concession to the students to apply for student membership at IFERP Young Research Forum [YRF].
- Faculties: research scholars and students can avail concession on registration fees at conferences, workshop and other world class events conducted by IFERP at different universities and cities in all over the world.
- Students and faculties of the university can avail concession for publication of research paper in SCOPUS Indexed Journals
- IFERP will be providing necessary supports to the university to avail funds under its research funding scheme
- Faculty and researchers exchange program could be done among international institution collaborated with IFERP, with provision of International Faculty Exchange Program.
- As a premier scientific publisher IFERP will insist the institute to initiate journals under our publication house with presence of skilled editor from the university.
- · IFERP local student chapter & professional chapters will be established at the university.

#### Office Bearers:

#### President:

 President of Student chapter will be head of the body and should be active and strong enough to coordinate with all is all R&D Activities and chapter operations with IFERP Headquarters

Mangalmay institute of Engineering & Technology

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# Institute For Engineering Research & Publication

Unit of Technogrete Research and Development Association

## Secretary:

- The secretary of IFERP student chapter is a student with capability to look after the operations of the chapter.
- The secretary will be one of the top office bearers to look after administrative aspects of the student chapter.

## Faculty Advisor:

From each department there must be an active IFERP Professional member who is the faculty advisor of the chapter and will be the moderator between Institution & IFERP.

### Student Ambassador:

Student Ambassador is from each department of the Institution/University is a student representative who connects students of their department to the global community of IFERP.

## R & D Consultation:

- IFERP Supports students and young researchers to make their innovations and research work more efficient and effective.
- Our experts and scientist working particular domain will help students make their research unique by providing for the more Ideas with their experience and knowledge.
- The Organization will support student chapter members to make their research worth for availing benefits.

# Scientific Activities:

International Conferences, Scientific Events and meetings, Workshops, symposium, Seminars, Webinars, Research Talks, Training Programs, Research Funding, Research Club, Tech Fest, Exhibition & Expos.

### Assignment:

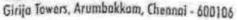
It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

044-42918363Mangalmay Institute of Engineering & Technology

Email: info@iferp.in Greater Noida (U.P.1-201310

www.iferp.in

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# Institute For Engineering Research & Publication

Unit of Technoarete Research and Development Association



#### Duration

This agreement shall be initially valid for a period of ONE Years from the date of signing this agreement and to be renewed subsequently by mutual consent of both the parties in writing with the same terms and conditions.

This MOU is at-will and may be modified by mutual consent of authorized Mangalmay Institute of Engineering and Technology and of Mr. Arihant Chhajer, Scientific Director, IFERP. This MOU shall become effective upon signature by the authorized officials from the Mangalmay Institute of Engineering and Technology and Mr. Arihant Chhajer and will remain in effect until modified or terminated by any one of the partners by mutual consent.

For further details visit us at,

Home page: www.iferp.in

Home page Malaysia: https://www.iferp.in/malaysia/

For Membership : http://iferpmembership.in/

For upcoming conferences: https://www.iferp.in/upcoming-conference.php

For Past Conferences : https://www.iferp.in/conferences18.php Researchers Gallery: http://researchersgallerv.com/album.html

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Emall: info@iferp.in

www.iferp.in

Girijo Towers, Arumbakkam, Chennai - 600106

# Institute For Engineering Research & Publication Unit of Technoarete Research and Development Association

# Duration

This agreement shall be initially valid for a period of ONE Years from the date of signing this agreement and to be renewed subsequently by mutual consent of both the parties in writing with the same terms and conditions.

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For further details visit us at,

Home page: www.iferp.in

Home page Malaysia : https://www.iferp.in/malaysia/

For Membership : http://iferpmembership.in/

For upcoming conferences: https://www.iferp.in/upcoming-conference.php For Past Conferences: https://www.iferp.in/conferences18.php

Researchers Gallery: http://researchersgallery.com/album.html

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# Institute For Engineering Research & Publication

Unit of Technogrete Research and Development Association



# Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

### Contact Information

Name of University/Institute: Mangalmay Institute of Engineering and Technology

Partner Name

: Dr YASHPAL SINGH

Position

Address

PLOAT NO 8, KNOWLEDGE PARK- I

GERTER NOIDA (U.F)

Telephone

9467668052, 8708051197 YASHDATAZOOQ @CMAIL.COM.

E-mail

-02-2020

Date:

: IFERP

Partner Name

Name of Professional Association

: Mr. Arihant Chhajer

Position

: Scientific Director

Address

: IFERP, 4A 3rd floor Girija Towers

MMDA colony arumbakkain 100 ft. Road,

Chennai - 600106

Telephone

9036827644

E-mail

arihant@aferp.in

Date: 11-02-2020

Mr. Arihant Chhajer

(Signature)

(Name & Designation)

Greater Noida (UP)- 201310 (College Code-786)

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Mangaimay institute of Engineering & Technology Greater Noida (U.P.) 2013 to

Email: info@iferp.in | College Code- 86

www.iferp.in

Girija Towers, Arumbakkam, Chennai - 600106







# MEMORAIDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between Mangalmay Institute of Engineering & Technology, Greater Noida, Uttar Pradesh, 201310 represented by Dr. Yashpal Singh (Director-MIET) of the one part

and

KARYIKA CREATIONS LLP, Pune, Maharashtra engaged in engaged in n Civil Engineering Works of Roads, Bridges etc (here in after called "the Company") represented by Mr.Aditya Sharma, of the one part.

# Aims and objectives of the MOU

- By entering into the MoU, the company and Abhilashi University agree to set up a framework to encourage and develop collaboration between Mangalmay Institute of Engineering & Technology and the KARYIKA CREATIONS in the area of teaching & research in Education.
- 2) The initial specific objectives agreed upon between the parties are as under;
  - a) Cooperation in the exchange of information relating to their activities in teaching and research in field of mutual interest;
  - b) Promotion of appropriate joint research projects with particular emphasis on Govt. / Non-Govt. / Self-funded Projects;
  - c) To exchange the faculty and expertise available for the benefit of the both Institutions in field of teaching and research activities.
  - d) Conduct study tours for students, mutually agreed in writing between the College prior to commencement of this activity
- 3) The parties shall not at any time during or after the term of this MOU, divulge, or allow to be divulged, to any person, any confidential information (including, but not limited to, any information relating to the accounts,

Page 1 of 2

finance, contractual arrangement, products, business or affairs of the parties) unless the said information comes in public domain without breach of either party.

 This MoU shall be in operation for a period of O3 year-s from the date of signing.

Signed on 30th July/2021 at MIET, Greater Noida, UP, India 201310

Mr. Aditya Sharma

KAR YIKA CREATIONS LLP

Pune, Maharashtra

Dr. Yashpal Singh

Director -MIET

Witness:

Dr. Kamlesh Kumar Rana

HOD - CSE

MIFT

Arun Kumar Rana

Director- CRD

MGI



Devoted to promotion of quality and standards in technical education

# THE INDIAN SOCIETY FOR TECHNICAL EDUCATION

By this Certificate warrants that

# MANGALMAY INSTITUTE OF ENGINEERING AND TECHNOLOGY

GREATER NOIDA

was duly admitted by the Executive Council as

INSTITUTIONAL MEMBER

of the Society and is fully entitled to all the privileges granted by the constitution and bye-laws



2019

EXECUTIVE SECRETARY

Director

Mangalmay Institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Gode-786



# Mangalmay Institute of Engineering & Technology

# AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Nolda (U.P.) e-mail: info@mangalmay.org Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

### MOU

- A mutual agreement has been reached between under mentioned parties for expansion of "Centre for Technical Training & Industrial Alliance" with MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY, Plot No 8, Knowledge Park- II, Greater Noida through setting of "Centre of Technical Training by VARDHAMAN RECRUITERS, having its Regd Office at KH. No. 44/15, Shahbad Daulatpur, New Delhi.
  - "MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY, Greater Noida through its Vice Chairman Sh. Anuj Mangal: the First party.
  - (ii) "VARDHAMAN RECRUITERS" through its Director Mr. Anoop Solanki: the Second party.
- The aforesaid parties herein after have been referred to as First party and Second Party respectively. First Party is an institute for B Tech in CS/ ECE/ ME /CE, BBA, and for MBA courses. The Second Party is a company specialized in RPO- Recruitments Process Outsourcing for various emerging industries like Glass, Manufacturing, Production fields and many more.
- 3. With the aim to fill gap between requirements of industry for fresh engineers and to enhance general professional caliber of students before passing out, the First Party has approached the Second Party to set up its "Centre of Technical Training by Vardhaman Recruiters. B. Tech Students selected by Second Party as per the requirement of company will be given comprehensive On- Job training to be able to work almost independently in the field of various emerging segments.

For different industries, thereby, helping the students to become fully employable and skilled by the time of passing out. With this as major aim, both the parties have mutually agreed to following terms and conditions:-

(a) To start with, students of B. Tech (ME/ECE) will be selected by Second Party for undergoing the On- Job training. Number of students would be decided as per requirements of company.

(b) Second Party will depute an appropriate professional to comprehensively manage and guide the training and the projects taken through their appropriate trainers. On behalf of First Party respective Head of the departments will monitor the overall progress through an appropriate faculty.

(c) Both the parties will have "branding rights" of each other.

Anoop Solanki

Founder & Director

Vardhaman Regruiters

Date: 25.01,2019

Anuj Mangal

Vice Chairman

MIET

Date: 25.01.2019

Dipector

Mangalmay institute of Enginiering & Technology

Greater Noida (U.P.)-201310

(College Code-786)

# Memorandum of Understanding

- A mutual agreement has been reached between under mentioned parties for expansion of "Industry & Industrial Alliance Cell" with MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY, Plot No 8, Knowledge Park- II, Greater Noida through setting of framework for Industry Alliance by SEVENSEAS SERVICES, having its Regd Office at 226, Kirti shikhar Building, District Centre, New Delhi.
  - "MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY, Greater Noida through its Vice Chairman Sh. Anuj Mangal: the First party.
  - (ii) "SEVENSEAS SERVICES" through its Head HR, Mr. Nikhil Singh: the Second party.
- The aforesaid parties herein after have been referred to as First party and Second Party respectively. First
  Party is an institute for B Tech in CS/ ECE/ ME /CE, BBA, and for MBA courses. The Second Party is a
  company specialized in Recruitments Process Outsourcing for various emerging industries like IT,
  Manufacturing, FMCG fields and many more.
- 3. With the aim to fill gap between requirements of industry for fresh engineers & management candidates, to enhance general professional caliber of students before passing out, the First Party has approached the Second Party to set up its "Industry & Industrial Alliance Cell by Sevenseas Services. The Students selected by Second Party as per the requirement of company will be given comprehensive On- Job training to be able to work almost independently in the field of various emerging segments.

For different industries, thereby, helping the students to become fully employable and skilled by the time of passing out. With this as major aim, both the parties have mutually agreed to following terms and conditions:-

- (a) To start with, students of B.tech & MBA will be selected by Second Party for undergoing the On- Job training. Number of students would be decided as per requirements of company.
- (b) Second Party will depute an appropriate professional to comprehensively manage and guide the training and the projects taken through their appropriate trainers. On behalf of First Party respective Head of the departments will monitor the overall progress through an appropriate faculty.
- (c) Both the parties will have "branding rights" of each other.

(d)

Nlkhil Singh

Head - HR (Sevenseas Services)

Date: 24-09-2018

Anuj Mangal

Vice Chairman (MIET)

Date: .. 24 9-110

Directo

Marks winstifune of Engineering & Technology

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# Mangalmay Institute of Engineering & Technology

# AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangairnay.org Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

This Memorandum of Understanding (MOU) is executed on this 25th October 2018 at New Delhi

#### Between

UNITED RESOURCING SERVICES PRIVATE LIMITED, a private limited company incorporated under the provisions of Companies Act, 1956 having its Registered office at 77, Surabhi Apartment, Sector-11, Dwarka, New Delhi (hereinafter referred to as "COMPANY" OR "UR SERVICES, which expression shall include its successors in office and permitted assignees of the FIRST PART.

#### And

MANGALMAY INSTITUTE OF MANAGEMENT & TECHNOLOGY, having its principal office at Plot No 8 & 9, Knowledge Park-2, Greater NOIDA (U.P.) (hereinafter referred to as "Mangalmay"), which expression shall includes its successors in office and permitted assignees of the SECOND PART.

## WHEREAS

UR SERVICES - training to its students (hereinafter referred to as "the students",) has entered into this Memorandum of Understanding.

And Whereas the Company has agreed to impart training to the students enrolled with the Institute on the terms and conditions as detailed hereunder

### 1. SCOPE & PURPOSE

1.1 Relationship - MANAGALMAY is aware that the UR SERVICES - Campus to Corporate is specifically designed by the Company for the benefit of students and that MANAGALMAY shall provide necessary support / assistance to the Company to ensure successful implementation of the training program to its students and also accommodate the company in conducting training within its premises at a mutually agreeable date and time.

1.2 Eligibility: It is understood that this training program is made available only to those students who are enrolled with MANAGALMAY and continue to be enrolled as a student of MANAGALMAY, during the entire term of the training period.

Director

Mangaimay institute of Engineering & Technology

Greater Nolda (U.P.)-201310

(College Code-786

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#### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

1.3 Status of the training- The parties shall take all steps necessary to communicate to its students the details of the training program, including the terms and conditions governing the same.

During the training period, the students shall be subjected to Company rules and regulations, especially with respect to training program. Each of the students enrolled for the training program is required to confirm and accept the terms and conditions as applicable to the training program.

- 1.4 Minimum size: The minimum number of students will be 30.
- 2. Offerings: As part of the MOU signing, the company offers:
- 2.1 Modules:

Qualitative Skills & GDPI Financial Planning Retail & Sales Industry Exposure

Delivery of the education will be done through lecture, role play and workshop. Guest lectures will be arranged

2.2 Duration: All four modules will be of 30 hrs each. Totaling to 120 Hours program. The schedule to be decided mutually. Initially it is agreed that 60 Hours Teaching of MBA students will be completed in 2<sup>nd</sup> Semester followed by Summer Internship in Retail Sector to be offered by UR SERVICES and balance 60 hours teaching will be completed in 3<sup>nd</sup> Semester followed by final Placements.

2.3 Assessment & Certification: On completion of modules assessment will be conducted by the company and the result will be shared with the Institution.
The assessment would be in the form of Written Test & Viva.
Certification will be provided at the end of the program by United Resourcing Services Private Ltd.

 Placement Assistance: The United Resourcing Services Private Ltd. assures placement guarantee to the minimum 75% students enrolled in the training program with a minimum package of Rs 20000/- per month in North India/ Delhi NCR.

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#### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

The company assures that it would assist in placement to other candidates also, if Students declines to join the company after getting the offer from the company in such cases UR Services will not be responsible.

- There could be instance wherein the students may be required to travel to the respective company's office or the plant for the selection process. UR Services/Company shall not pay for the travel, boarding, lodging and any other incidental charges.
- If the Company comes for interview from Delhi NCR at Mangalmay Campus Ola Cab charges for travelling and Lunch cost will be borne by Mangalmay Institute.
- Both parties undertake that they would not directly or indirectly or through any of their representatives or authorized agents shall approach the other party's customers for any business purpose or with an intention which are detrimental to other party's business interest. This clause shall prevail as long as the MOU is in force.

#### 4. Terms and Conditions-

This arrangement shall be valid for a period of 1 year initially from the date of execution of this MOU and shall be renewed for further term as mutually agreed.

#### 5. Non-Compliance -

In case of any non-compliance with the rules and regulations by the students, the Company reserves its right to discontinue the training program and inform MANAGALMAY accordingly. Any batch undergoing program should be completed in full by both the parties.

- 6. Right of the Parties: Both the Parties reserves their rights to extend, modify, change, cancel, discontinue, and withdraw the terms of the training program at their discretion after completion of training program.
- 7. Confidentiality- The parties hereto shall keep strictly confidential all technical, business and other information including but not limited to that which may be disclosed or confided to it by the other in the course of the performance of its duties and obligations under this arrangement.
- 8. Advertisement- All instructions, rules, terms and conditions on any advertisement or promotional materials relating to the training program shall form part of these provisions, provided that in the event of any conflict or inconsistency, these provisions shall prevail over all such other instructions, rules, terms and conditions.

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(College Code: "AB

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## AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org

Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

Complaint resolution- The parties hereto shall address the issues, concerns and complaints through mutual discussion, consultation and cooperation.

IN WITNESS WHEREOF THE UNDERSIGNED, DULY AUTHORIZED THERETO, HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE ABOVE WRITTEN DATE IN TWO ORIGINALS.

For United Resourcing Services Pvt Limited

Rachit Agarwal (Director)

For Mangalmay Group of Institutions

Anuj Mangal (Vice Chairman)

Directo

Managemay institute of Engineering & Technology

Grean Haida (U.F. 1-201310

College Code-"86

By Excelsior Education Private Limited

StudyBud by Excelsior Education 303/45A, Amar Plaza, Hasanpur IP Extension, Delhi-110092 Website www.StudyBud.in Ernall belio@studybud in

## Memorandum of Understanding for Learning and Assessment

- This association is hereby carried out between Mangalmay Group Greater Noida and Excelsion Education Private Limited
- The association and the offerings are limited to the B. Tech students graduating from Mangalmay Group Greater Noida in the academic years 2016-17 (Batch of 2017) approximately 100 in number
- · The association entails online aptitude training (learning), assessment and assistance towards placement/internship of students to be carried out in two phases as listed below.
  - Phase-1. This phase will be effective from the date of signing this MoU till end of session for the academic year 2016-17. During this period, StudyBud will carry out the following activities: All Aptitude (QA, VA, LR) online learning modules (120+ hours of content, 5000+ practice questions, timed quizzes), assessments (100+ mock tests - both aptitude and technical, 50 on-demand company specific tests), monitoring and placement assistance
  - o Phase-2: This phase will be effective from the date of signing this MoU till the time StudyBud completes 20 hours of classroom training
- in addition to the above, StudyBud would provide complete on-campus support for on-boarding the faculty and students at the commencement of this association
- The offerings, as a part of the association, are priced at INR 70,000 plus applicable taxes
- The two phases listed above are independent for all intentional purposes
- Payment terms for the two phases are as follows:
  - Payment for the offerings in Phase-1 would be payable as advance at the time of signing of this MoU, amounting to INR 35,000 (Rs. 350 per student for minimum 100 students, any additional student payable extra) plus taxes
  - Payment for the offerings in Phase-2 would be payable monthly, priced at Rs. 1750 per hour plus taxes

(For StudyBud/Excelsion Education Pvt. Ltd.)

(For Mangalmay Group Greater Noida)

Mangalmay institute of Engineering & Technology Greater Noida (U.P.I-201310

College Code-166



#### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org

Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

To,

Date: 22.09.2018

Mr. Deepak Kashyap
Asst. Manager- Sales, ACTERM
Academy of Convention, Trade Fair,
Event Research Management
India Exposition Mart Ltd., Plot No. 23-25 & 27-29,
Knowledge Park - II, Greater Noida

Subject: Agreement between ACTERM, Academy of Convention, Trade Fair Event Research Management and Mangalmay Institute of Management & Technology, Knowledge Park -2, Greater Noida.

Dear Mr. Kashyap,

With reference to our discussion regarding specific courses offered by you, we are pleased to offer the following terms & conditions of agreement between ACTERM, Academy of Convention, Trade Fair Event Research Management and Mangalmay Institute of Management & Technology, Knowledge Park -2, Greater Noida.

#### 1. Details about the Course:-

The Certificate Course Trade Fair, Event and Convention Management will help the students to understand the present MICE (Meetings, Incentives, Conferences, Events & Exhibitions) Industry and the opportunity attached with it. They will be having a hands on experience and a feeling of the industry. At the same time they will also know the extent of the market which is otherwise not known to the general mass. The reason one should look forward to join the event management industry because the industry is growing exponentially and the job market is thriving with job opportunities. The course gives the students an exposure to meet, greet and work with the clients from the very first day of the course which boosts the confidence of the students and also prepares for the modern office environment. The students will be doing their hands on activity in India's largest exhibition centre, India Expo Centre which is the biggest advantage of the course and the course will be delivered by the experts from the industry. The course will also help the students to improve their communication and learn to deliver exceptional customer service. If the student is creative then this is the best platform to exploit his/her creativity. Moreover as a direct industry exposed course it will help the students in starting believing in oneself – "You can make this happen!"

#### 2. Basic Course information:-

2.1 Course Tile

Certificate Course on Trade Fair, Event & Convention Management

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Mangalmay Institute of Engineering & Technology

Greater Noida (U.P.)-201310

(College Code-788



#### AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

Campus: 8, Knowledge Park-II, Greater Noida (U.P.) e-mail: info@mangalmay.org Ph.: 0120-2328400, 2328401 Website: www.mangalmay.org

#### 2.2 Course Details :

- 1. Introduction of MICE & Event Management
- 2. Components of MICE & Event Management
- 3. Venue, Layout & Space Management
- Fabrication & Stand Design
- 5. Basics of Freight Management
- 6. Introduction & Types of Event Management
- 7. Basics of Audio- Visuals
- 8. Understanding Convention Management
- Parallel Tracks / Sessions
- 10. Basics of Food & Beverage Service
- 11. Introduction to Wedding Management
- 12. Transport & Hospitality Management
- 13. Role of Advertising & PR in event industry
- 14. Importance of legal contracts, licenses & permissions
- 15. Soft Services & Man Management

#### 2.3 Training Module Fees:-

The fees as stated by you shall be payable after the completion of course and award of certificate to the students by ACTERM.

#### 2.4 Minimum Size:-

The minimum number of students will be 25- 30. More student shall be provided after successful of first batch.

#### 2.5 Duration:-

Total duration of the course is 60 hrs. (30 hrs classroom teaching + 30 hrs on the floor teaching)

#### 3. Placement Assistance:

The Company does not assure and or guarantee of employment to the students enrolled in the program. The company assures that it would assist in placement activities for its candidates.

Kindly acknowledge the terms & conditions of the agreement by returning us a signed copy of this agreement.

Thanks & regards,

Anuj Mangal Vice Chairman Mangalmay Institute of Engineering & Technology-Greater Noida (U.P.)-201310

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Mangalmay Institute of Engineering & Technology
AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

# [ENERGY SWARAJ FOUNDATION]

**Certification Course** 

Mangalmay institute of Engineering & Technology
Greater Noida (U.P.)-201310
College Code TRE

## **ENERGY SWARAJ FOUNDATION**

#### About:

The Energy Swaraj Foundation is a not-for-profit organization, formed to establish Energy Swaraj across the world. The moto of the ESF is "Energy by Locals for Locals". The Foundation believes that not through the governments around the world or its policies, but through the involvement of public, a major transformation in energy generation and consumption towards renewable energy can be achieved. The Foundation in its 'public movement' mode of operations, works with the people to provide them affordable, reliable and complete energy solutions.

The Foundation collaborates with local academic institutions to establish "Energy Swaraj Ashrams" or solar incubation centres to enable and nurture local entrepreneurs. Such localized operations are key to establishing Energy Swaraj.

The Foundation has an objective to provide solar energy solutions at unbeatable prices, with unparalleled quality and unmatched services to billions of people across the world. This is planned to be achieved through (a) Local capacity building, (b) Simplified cost-effective but quality technology solutions, (c) Establishing last-mile supply chain and (d) Enabling local entrepreneurs to provide solution and services.

#### Quality Solar Solutions At Competitive Prices

- Local capacity building.
- Simplified, cost-effective but quality technology solutions.
- Establishing supply chain up to last-mile.
- Enabling local entrepreneurs to provide solutions and services.

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Code-786

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Mangalmay institute of Engineering & Technology
Greater Noida (U.P.)-201310
College Code 786

### **ENERGY SWARAJ FOUNDATION**

#### Need:

Energy is a major driver of our social and economic growth and has become an essential part of our daily survival. But the use of fossil fuel-based energy, which constitutes nearly 80% of our energy basket, is also a major culprit of climate change. Climate change is real. It is becoming severe and catastrophic every day passing. There is a need for immediate and urgent action to tackle this climate emergency. In the wake of climate change, energy access, energy security, and energy sustainability, renewable energy solutions are required.

#### Approach by the Foundation:

The people are living in a distributed manner, the renewable energy sources are available in a distributed manner and therefore the generation and consumption of energy should be and can be achieved in a distributed manner. Before the generation of energy, from any source, one must become a disciplined and efficient user of energy. These approaches reduce the user's energy requirement significantly.

Following the Gandhian model of Gram Swaraj, the idea of Energy Swaraj is to involve local communities to generate and fulfill their local energy needs through localized activities of production (as much as feasible), assembly, installation and maintenance of renewable energy solutions.

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

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MIET

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## **ENERGY SWARAJ FOUNDATION**

#### Course Name:

"Learn to Design your own Solar Home System"

#### Organized by:

"Energy Swaraj Foundation" in association with "Mangalmay Institute of Engineering & Technology, Greater Noida."



The certificates of participating students received till now are attached with this report.

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Mangalmay institute of Engineering & Technology
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Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

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## Report on Student Knowledge Sharing Programme On The Topic Campus to Corporate

Event Objective: - To educate students about integration of knowledge and skills for employability.

Date of Event: 20-10-2020

#### Official Organizer for the event:

The event was organized by Department of Applied Sciences led by Dr. Jyotsna Pandit (Head Applied science) in collaboration with ICFAI Business School(IBS).

#### Organizing Team:

The organizing team consisted of all faculties from Applied Sciences. The list of faculties is as follows:

- 1. Dr. Jyotsna Pandit (HOD, Department of Applied Science)
- 2. Dr. Pradeep Kumar
- 3. Dr. Suneeta Chaudhary
- 4. Dr. Ishwar Singh
- 5. Mr. Sarvesh Kumar Mishra

Officials Attended for the event: The event was attended by following officials from college:

- 1. Mr. Aayush Mangal (COO)
- 2. Prof. (Dr.) Yashpal Singh (Director of Engineering)
- Prof. Harish Bhatia (Dean, MIET)
- 4. Mr. Girish Dutt Gautam (HOD, ME)
- 5. Mr. Dhananjay Singh (HOD,EC)
- 6. Mr. Sukriti Tiwari (HOD,CE)
- 7. Ms. Lalita Verma(HOD, CSE)

Ulrectur Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Code-786

Department of Applied Sciences

## Report on Student Knowledge Sharing Programme On The Topic Campus to Corporate

#### Platform used:

The programme was held on Zoom Meeting online video conferencing platform.

#### Event report:-

The program was held for 2 hours in one session. The session was held from 03:00 PM to 05:00 PM.

The session was conducted by MIET in collaboration with IBS and aimed at students for their coherent development. The session was taken by Dr. Shubhangini Bhalla(IBS-Gurgaon). She started off the event with discussion on gap between skill set of graduating student to that required by industry or need of the market. This followed an introduction to employability. An exhaustive discussion for requirement necessary to develop employability was given by Dr. Shubhangini Bhalla(IBS-Gurgaon). The student where introduce to concept of thoughtful integration of knowledge and skills. Necessity of building effective interaction at work place was also stressed upon. Dr. Shubhangini Bhalla(IBS-Gurgaon) summed up her whole session into three aspect in a concise manner. These aspects where as follow.

- 1. Applied knowledge
- 2. Work place skill
- 3. Effective relationship

The session was attained by students and faculty member of MIET

The session ended with a vote of thanks from Dr. Jyotsna Pandit, HOD(Department of Applied Sciences) .

Hand of Department (Part field Science)

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Department of Applied Sciences

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Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

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## NATIONAL INSTITUTE OF TECHNICAL TEACHERS' TRAINING AND RESEARCH, KOLKATA

(Established by the Ministry of Human Resource Development, Govt. of India) Block – FC, Sector – III, Salt Lake City, Kolkata – 700 106

Tel: +91(033) 2337-0937 (Director)/0479/4125 Telefax: (033) 2358-7442 (Academic Coordinator)

Fax: +91(033) 2337-6331

http://www.nitttrkol.ac.in/

Email: academicnitttr@yahoo.com

Ref. No: NITTTR-K/2018-19/ICT15/ 2436

January 20, 2020

To
The Director
Mangalmay Institute of Engineering & Technology
8, Knowledge Park-II, Greater Nolda
Pin – 201310
Uttar Pradesh

Sub:

Certificate for the IHP/ICT Mode STTP on Problem Based Learning from

02/12/2019 to 06/12/2019

Dear Sir,

Please find herewith 51 Nos. of certificate for the participants attending the above mentioned programme.

May I request you to kindly arrange to distribute the certificates and acknowledge receipt through email.

Thanking you,

Yours sincerely,

Academic Co-ordinator

Enclo: As specified above,

Ulrector

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

College Code 786

#### DEPARTMENT OF APPLIED SCIENCE

Name of the course : Energy Harvesting & Storage Materials &

Devices (National Level)

Dates and Duration : 12.09.2022- 16.09.2022

Venue : Online O. Plan No. : ICT-113

#### **OBJECTIVES:**

The aim of this course is to train faculty members, scientists, industrial personnel, research scholars, etc. on Energy Harvesting & Storage Materials & Devices. The fundamental principles guiding the advances in these areas will be presented.

#### CONTENTS:

The course is arranged in a series of informative expert lectures on Elements of Energy Harvesting and Storage Materials and Devices, Nanotechnology Enabled Energy Harvesting & Storage Materials & Devices, Optical Techniques (UV-Vis, PLS & FTIR) for Material Characterization: Application in Energy, Government of India Initiative toward Renewable Energy Solution, Introduction to Solar Photovoltaic, Maximizing the Power Generation of Solar Photovoltaic Arrays under Partial Shading, Basics of Energy Conversion and Storage, Advancement in Energy Conversion and Storage, III-nitrides based LED and other Energy Devices, Design Strategies for Low Thermal Conductivity Materials, Renewable Energy in Smart Cities, Energy Harvesting and Storage using Ferroelectric Materials. The fundamental principles guiding the advances in these areas will be presented. Assignments/ quizzes will be an integral part of the programme.

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Code-788



अनुप्रयुक्त विज्ञान विभाग Applied Science Department

राष्ट्रीय तकनीकी शिक्षक प्रशिक्षण एवं अनुसंधान संस्थान [शिक्षा मंत्रालय, भारत सरकार द्वारा स्थापित] सैक्टर 26, चंडीगढ़-160 019

#### NATIONAL INSTITUTE OF TECHNICAL TEACHERS' TRAINING AND RESEARCH

(Established by Ministry of Education, Govt. of India) 26, CHANDIGAKH-100 (ISO 9001:2015 Certified) विनांकः Date: 23/9/2022 SECTOR 26, CHANDIGARH-160 019 (INDIA)

संदर्भ : एनआईटीटीटीआर/अ.वि./

Ref: NITTTR/App.Sc./ 2692

Dr. Anurag Dixit,

Professor,

Computer Science and Engineering, Mangalmay Institute of Engineering and Technology 8 and 9, Knowledge Park II, Greater Noida

Uttar Pradesh - 201310

#### TO WHOM IT MAY CONCERN

This is to certify that Dr. Anurag Dixit, Professor, Computer Science and Engineering, Mangalmay Institute of Engineering and Technology, Uttar Pradesh, has delivered expert lecture (online mode) on the topic "Renewable Energy in Smart Cities" on 15.09.2022 from 2:30 PM to 4:00 PM (One session) in the Short Term Course on "Energy Harvesting & Storage Materials & Devices" (National Level) for the faculty of Engineering Colleges and Polytechnics conducted by this department from 12.09.2022 to 16.09.2022.

The lecture has been well appreciated by the participants of the course.

Course Coordinator

Head of Department

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

(College Code-786



## International Conference on

"Contemporary Challenges in Management, Education, Technology & Applied Sciences"

> April, 09 - 10, 2022 at Mangalmay Institute of Engineering & Technology

Jointly Organized by Mangalmay Institute of Engineering & Technology

SEMS WELFARE FOUNDATION

We are delighted to inform you about the Conference on Contemporary Challenges in Engineering, Education, Technology & Applied Sciences organized by Mangalmay Institute of Engineering & Technology in collaboration with SEMS Welfare Foundation. CCMETAS provides an opportunity to the delegates topromote scientific information exchange between researchers, developers, engineers, students, and practitioners working in India and abroad and to share their knowledge, ideas, innovations and provide a platform to deliver the latest innovative research result and the most recent development and trends in engineering. English will be the official language for the conference.

#### PAPER/POSTER SUBMISSION GUIDELINES

To submit a research article, send a paper of maximum 5000 words or an abstract of maximum 300 words to the Program Chair.

All papers and abstracts will be reviewed, and authors will be informed of the review decision within mentioned time of submission.

Only electronic submissions will be accepted.

Paper Templet:

https://bit.ly/semschaptertemplet

Select any method out of the following for paper submission:

Online Submission:

https://bit.ly/icccmetas22

**Email Submission:** 

Sent your paper/

abstract by email on following mail ids:

i3cmetas22@gmail.com

#### PUBLICATION

All accepted papers will be subjected to a blind review process as this conference is a Refereed conference. Accepted papers will be published in a Conference Book bearing International Standard Book Number (ISBN). The book will be released during the conference.

Few expected journals\* for special issue:

Journal of Statistics & Management Systems
Taylor and Francis (www.tandfonline.com/tsms)
The Journal of Information & Optimization Sciences
Taylor and Francis (www.tandfonline.com/tsms)

\*Note: Final Decision of Publication would be taken by Journal Autority, Conference Organizers do not promise any confirmation for publication in journal.

IMPORTO

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Code-786



23rd November 2022.

To,
The Director,
Mangalmay Institute of Engineering & Technology,
8- Knowledge Park – II, Greater Noida, (UP).

#### Subject:- Agreement to Collaborate with Your Research and Incubation Centre.

Dear sir.

First of all, we extend our heartfelt thanks to you for agreeing to collaborate on the development of software for our organization under the guidance of your competent faculty, which is intended to supervise our inventory level at different sites located in India.

We are also thankful to you for granting access to your incubation center for our staff members to work there during your working hours.

Please note that we have read and reviewed your policy document and accept the conditions as mentioned therein. Predominantly, the following conditions shall apply to us, which we have discussed and mutually agreed upon:

- Two of our representatives will be engaged in the development of the required software at your incubation centre.
- The duration of the work will be approximately three months from the signing of this agreement, which may be extended for an additional two months only.
- We shall reimburse your infrastructure and utility expenses as per the agreed terms and conditions, but only after the successful completion of the project.
- You shall provide us with two sets of computer systems with printers, along with high-speed internet facilities.
- The software developed under the guidance of your faculty members will not be intended for any commercial use; it will be exclusively used for the internal purpose of ensuring the smooth functioning of the organization.
- 6. In case of filing any patent, the same shall be the joint property of the organization and your institute. However, all the required formalities in this regard concerning IPR shall be undertaken by us only with the prior information to you. However, in case you wish to proceed to file Intellectual Property Rights on the same, you can do so in our joint names only.
- Please note you will maintain absolute confidentiality in this matter and even after successful completion of the project will not divulge the methodology used in the process to anyone in any condition.
- The algorithm which shall be used in the development of this software, will be our exclusive property and you will not have rights on it nor claim for the same in future.

Please note that we are a registered Private Limited Organization engaged in the development of technologybased infrastructure at strategically important national locations.

Furthermore, we wish to inform you that we intend to commence our work in the 2nd week of December 2022. Please confirm and acknowledge the receipt of this letter.

Thaning you,

FOR KABAINFRATECH (PVT.) LTD,

SUDHIR SINHA (GM - FINANCE) SOUTH OF THE CALL

KABA Infratech Pvt. Ltd.

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310 (College Code-786



## भारतीय विज्ञान कांग्रेस संस्था

( विज्ञान और प्रौद्योगिकी विभाग के अंतर्गत एक व्यावसायिक संस्था, विज्ञान और प्रौद्योगिकी मंत्रालय, भारत सरकार)

14, डॉ॰ बिरेश गुहा स्ट्रीट, कोलकाता -700 017, भारत

## THE INDIAN SCIENCE CONGRESS ASSOCIATIO!

(Professional Body under Department of Science & Technology, Ministry of Science & Technology, Government of India)

14, Dr. Biresh Guha Street , Kolkata - 700 017, INDIA

Telephone: (033) 2287-4530, 2281-5323 Website

http://sciencecongress.nic.in

No. 406 /54R/2021-2022 Dated: 1st February., 2022

Fax : 0091-33-2287-2551 E-Mail . iscacal@vsnl.net

es sciencecongress@nic

Dear Sir/Madam.

This has reference to your Membership application dated 17.01.2022 to ISCA.

We are returning herewith your D.D's, and application forms for the reason given below.

Regarding Annual membership for the financial year 2022-2023 please send your membership form and other documents between 1st April to on or before 15th July 2022. Also note that Demand draft validty period is three months from the date of issue.

We request you kindly to go through our membership form or our website http://sciencecongress.nic.in for membership, paper presentation and regular events etc.

Please mention this letter number in your future correspondences. In case, you need any information we shall be happy to help you.

Sincerely yours,

(Dr. Atul Kumar) Executive Secretary

Encl.: As above.

Dr. Yashpal Singh

Director.

Mangalmay Institute of Engineering & Technology,

8. Knowledge Park II.

Greater Noida

U.P. 2501310

Mangalmay Institute of Engineering & Technology

Greater Noida (U.P.)-201310

College Code-786

S. B.

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### DELNET



#### **Developing Library Network**

J. N. U. Campus, Nelson Mandela Road Vasant Kunj, New Delhi 110070, India Phone: 91-11-26742222, 26741266 91-9810329992 (Mobile) E-mail: sangs@delnet.ren.nic.in, sangskaul2003@yahoo.co.in Web: www.delnet.in

October 1, 2021

#### DELNET/AGM/2021

Sub: DELNET Annual General Body Meeting (Online) on October 28, 2021

Dear Sir/Madam,

I would like to bring to your kind attention that the 30° Annual General Body Meeting of DELNET, New Delhi will be held Online on Thursday, October 28, 2021 at 11:30 a.m. I would like to mention that due to the prevailing Covid-19 pandemic situation in the country, we are unable to conduct the meeting in person at DELNET, New Delhi.

Kindly register in advance for the online meeting at the following link. A confirmation email will be sent with the link for attending the online meeting.

#### www.delnet.in/agm.htm

I request you to kindly attend the online meeting or depute your Librarian/In-Charge Library to attend the online meeting. Minutes of the previous meeting held on November 4, 2020 and the audited statements of accounts of DELNET for the FY 2019-20 are enclosed herewith.

The following will be the Agenda of the meeting:

- Confirmation of the minutes of the previous meeting.
- 2. President's opening remarks.
- Report of the Director for the year 2020-2021.
- Approval of the audited accounts of DELNET for the year 2019-2020.
- Appointment of the auditors for 2021-2022.

Any other matter with the permission of the Chair.

Thanking you,

Yours faithfully,

Sangeeta Kaul

To: The Heads of all Institutional Members with Voting Rights and Founder Members

Cc: Librarians/ Heads of Libraries of Institutional Members with Voting Rights.

Direct

Man Technology

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(College Code-786



## Kailash Hospital

23 KP - 1, GREATER NOIDA - 201 310 Phones: 0120 - 353 33 33 / 232 77 99



#### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered into and executed at Gr. Noida on this 15th day of June, 2023.

#### By and between:

M/s Kailash Hospitals Limited, a company incorporated under the provisions of the Companies Act 1956 having its registered office at A-101, New Ashok Nagar, Delhi-110096 (hereinafter referred to as "Kailash" which expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) being party of the FIRSTPART;

And

Mangalmay Group of Institutions, a private institution situated at Plot No. 8 & 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201306 and represented by Dr. Ashwini Kumar Bara (hereinafter referred to as "Client" which its successors, legal representatives, executors, administrators and permitted assigns) of the SECOND PART;

The Kailash and Client are hereinafter collectively referred to as the "Parties" and individually as such.

WHEREAS, the Kailash is engaged in the business of providing premium healthcare & medical services through its professionally qualified medical personnel and staff and inter-alia running its super-specialty hospitals in the name of Kailash Hospitals Limited, situated at plot no. 23, Knowledge Park-1, Greater Noida, U.P. (hereinafter referred as "Hospital).

AND WHEREAS, the Client is engaged in the business of providing education for under graduate and post graduate program, affiliated to Dr. A. P. J. Abdul Kalam Technical University and having its college situated at Plot No. 8 & 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201306, with a view to provide optimum healthcare facilities on discounted rate to its students/employees, who wish to avail the medical services / treatment at the Hospital (hereinafter referred to as "Beneficiary"), had approached hospital and requested as such.

AND WHEREAS, based on the representations of Client and considering mutual benefits, the Parties have agreed to enter into this MOU on non-exclusive basis, on the term and conditions as set forth hereinafter and the Parties shall be bound by the For Kailash Hospital

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E-mail: kailash.gnoida@kailashhospital.com

Website: www.kailashhealthcare.com

term and conditions of this MOU.

#### NOW THEREFORE, THIS MOU WITNESSETH AS UNDER.

#### DEFINITIONS & INTERPRETATION

The following terms and expressions shall have the following meanings for purposes of this MOU:

- "MOU" shall mean this memorandum of understanding and all 1.1 Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this MOU.
- "Benefit" shall mean the medical services on discounted rate, which 1.2 the students/employees of the Client's are entitled to receive as per the MOU.
- "ID Card" shall mean the valid Identity Card, issued by Client to its 1.3 students/employees.
- "Beneficiary" shall mean students/employees of Client working with 1.4 it and eligible for coverage and hold a valid ID Card for the benefit.
- "Services" shall mean In-Patient Department (IPD) and Out-Patient 1.5 Department (OPD) and other allied medical services at the Hospital.
- "Emergency" shall mean any condition or symptom resulting from 1.6 any cause, arising suddenly and if not treated at the earliest opportunity would be detrimental to the health of the patient or shall jeopardize the life of the patient.
- "Discount" shall mean discount being offered by Kailash to the 1.7 Beneficiary, as mentioned in Schedule - I.
- "Authorization Letter" shall mean a letter duly signed by the 1.8 authorized signatory of Client confirming that the named person is a valid Beneficiary and entitled for the Services in terms of this MOU.

#### PURPOSE:

- Kailash is providing In-Patient Department (IPD) and Out-Patient 2.1 Department (OPD) and other allied medical services (hereinalter referred to as "Services") at its Hospital, from where, during subsistence of this MOU, the Beneficiary(s) is / are entitled to avail the Services undiscounted rate as mentioned in Schedule - I, subject to payment of the discounted invoice/bill by the Beneficiary(s).
- For availing the Services, the Beneficiary(s) shall require to be present 2.2 with his/her/their Identity Card, before or at the time of availing the Services. The identity card shall have a photograph of the respective Beneficiary and expiry date. In case the Beneficiary is not having the valid Identity Card, an authorization letter duly signed by the authorized signatory of the Client confirming that the said individual is a valid Beneficiary, shall be presented by the Beneficiary to the Hospital at the time of availing the Services under this MOU. The Beneficiary(s) not carrying original of the Identity Card or

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authorization letter shall not be entitled to get or claim the Services on discounted rate in terms of this MOU.

#### 3. CONSIDERATION:

- 3.1 For the medical services / treatment availed by the Beneficiary(s) from the Hospital, the Beneficiary(s) shall be directly liable to pay, the invoice/bill net of discounts as mentioned in Schedule I, as raised by Kailash in respect of the Services, inclusive of non-medical expenses, like registration fees, admission fees, telephone charges, food bills of attendants, ambulance charges, toiletries, etc., as per the policy of Kailash.
- 3.2 For the medical services /treatment availed by the Beneficiary(s) (other than the Services as specified in Schedule I) from the Hospital, the Beneficiary shall be directly liable to pay the invoice/bill raised by Kailash on its prevailing rates in respect of their treatment inclusive of non-medical expenses like registration fees, admission fees, telephone charges, food bills of attendants, ambulance charges, toiletries, etc., as per the policy of Kailash. However it is agreed between the parties, if any beneficiary(s) not able to pay the amount as per bill raised by Kailash during or after availing the medical services/ treatment, then Client will provide all support and assistance, as may be required by Kailash in recovering that amount from its beneficiary(s).

#### 4. TERM

The term of this MOU shall be for a period of (One) year and shall commence from ("Effective Date") and continue till 30.05.2024. Unless terminated earlier in accordance with the terms and conditions mentioned hereto. Thereafter, the MOU may be renewed on such term and conditions as may be agreed between the Parties in writing.

#### 5. CONFIDENTIALITY

- 5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose Confidential Information to the Receiving Party in connection with the negotiation of and performance under this MOU. "Confidential Information" means (a) all information disclosed in tangible form by the Disclosing Party and marked "confidential" or "proprietary", and (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of disclosure.
- 5.2 The Receiving Party agrees to protect the Confidential Information (whether disclosed before or after execution this MOU) from unauthorized use, dissemination or publication by using the same degree of care, but not less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential or proprietary information of a similar nature. The Receiving Party will limit the use

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of and access to the Disclosing Party's Confidential Information to the Receiving Party's student/employees or independent contractors who have a demonstrable need to know, who have been notified that such information is Confidential Information and who are under binding obligations of confidentiality no less restrictive than those of this MOU.

The Confidential Information shall however not include any information that is: (a) after it has become generally available to the public through no fault of the Receiving Party or its consultants, agents or subcontractors; (b) that is rightfully in the Receiving Party's possession before disclosure to the Receiving Party by the Disclosing Party; (c) is independently developed by the Receiving Party without having access to the Disclosing Party's Confidential Information; or (d) is received by the Receiving Party in good faith from a third party not subject to an obligation of confidentiality. In addition, the Receiving Party may disclose Confidential Information if required to do so by statute, administrative process or court order, provided that (i) the Receiving Party gives the Disclosing Party sufficient advance notice of such disclosure requirement.

#### TERMINATION

Either Party may terminate this MOU (without any cause) at any time 6.1 after giving 30 days prior written notice to the other Party.

In the event of a material breach by either Party of the terms of this 6.2 MOU, the non-defaulting Party shall serve a written breach and cure notice to the other Party. In case the other Party fails to cure the breach within 15 (fifteen) days from the date of said breach and cure notice, the non-defaulting Party shall have the right to terminate this MOU with immediate effect.

Without prejudice to any other rights and remedies available to the 6.3 Parties under this MOU, the Parties agree to take the following actions upon the expiry or termination of this MOU

The Beneficiary / Client shall pay to Kailash all such amounts as are due to Kailash under this MOU, including for the Services rendered but not billed until the date of expiry or termination of this MOU.

#### 7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this MOU, neither Party 7.1 shall be liable by reason of failure or delay in the performance of its duties and obligations under this MOU, if such failure or delay is caused by acts of God, strikes, lock-outs, embargoes, war, riots, civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

#### 8. REPRESENTATIONS AND WARRANTIES

Each Party represents that:

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It has the power and authorization to enter into this MOU and 8.1 perform its obligations hereunder and the execution of this MOU does not violate or is consistent with its by-laws and other constituent

documents.

The individual(s) signing this MOU on its behalf, whose name 8.2 appears below, has the authorization to execute and deliver this MOU.

9. Code of Conduct

Every associate of Client including the Beneficiary(s), shall deal with professionalism, honesty and integrity, as well as high moral and ethical standards.

10. Indemnity

Both the Parties hereby indemnify and agrees to keep indemnified and harmless each other and their directors, officers, employees and agents, from and against any and all claims, causes of action, liabilities, notices, litigations and any adverse consequences (including reasonable attorneys fees) which arise directly or indirectly from any breach of this MOU or any negligent or willful act, omission or misconduct by it or any of its personnel or agent.

11. Jurisdiction

This MOU shall be governed by the laws of India. The courts of Gautam Budh Nagar only shall have exclusive jurisdiction to decide any and all matters referred to the courts of law under this MOU.

#### 12 Miscellaneous

Any amendments or modification in the clauses of the MOU shall be 12.1 effected only in writing with the consent of both the Parties hereto.

It is expressly understood and agreed by the Parties that nothing in 12.2 this MOU is intended nor shall be construed to create and employer employee relationship, a partnership relationship, a joint venture relationship, a principal - agent relationship or a relationship of landlord and tenant, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship as set in this MOU. Client has no right or authority to assume or create any obligations of any kind or to make any representation or warranty or advice, whether express or implied, on behalf or in the name of Kailash or to bind Kailash in any respect unless with the prior written approval of Kailash.

Failure to enforce compliance with any term or condition of this MOU 12.3 shall not constitute a waiver of such term or condition of this MOU or the right to subsequently enforce such term or condition in the future. No waiver, by either party, of any provision of this MOU shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for

the purpose that the waiver is given.

All Notices shall be served to respective address of the Party, as 12.4 mentioned in this MOU In the event of change in address of any party, such party shall inform forthwith, the other party regarding

For Kailash Hospital

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such change.

This MOU will be executed in duplicate and one original copy will 12.5 remain with each of the two parties. Each of which will be deemed an original but both will constitute one and the same Instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

For Kailash Hospitals Limited

Mangalmay Group For Institutions

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Forkalla h Hospila Authorized Signatory Name: R.N. Cl.

Designation: Group President

Witness

institute of Authorized Signators

Name: Designation:

Ulrectur

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Callege Code 786

#### SCHEDULE - I DISCOUNTS

Discounts to be offered to Mangalmay Group of Institutions by Kailash is as stated hereunder:

A. Standard discounts packages to be offered to the Beneficiary(s) for the Services at the Hospital.

Services Offered	Discount on rate prevailing at the time of the Service
Personal consultation (OPD)	20%
Diagnosis and Inestigation	20%
Room Rent (except ICU, ICCU, HDU CCU NICU& Nursery)	15%

B. Other terms and conditions:

- a) Discount will be applicable only if payment is made directly by the Beneficiary(s). Discount shall not be extended if bills are routed through TPA / Insurance Company.
- b) Discount on In-patient Department (IPD) is not applicable for already discounted hospitalization packages.
- c) Discount is not applicable for medicines, non-medical services or any other services, except the services specified in Section A of Schedule - I
- d) Discount is not applicable for outsourced investigations/diagnostics.
- e) Payment mode: Cash/Credit Card/Debit card.
- f) This offer cannot be clubbed with any other scheme / offer.
- g) Standard Kailash Tariff will be applicable (Subject to Revision from time to time at the sole discretion of Kailash).

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Date: 14/02/2023

To,

## Mangalmay Institute of Engineering & Technology Greater Noida U.P.

Sub: Proposal letter for the Empanelment of 'Apollo Spectra and Apollo Cradle Hospital', Greater Noida, a unitof Green'Noida health and Research Institute Hospital Pvt Ltd'to provide medical treatment & Health check-up of your Staff members, Students and their Parents.

Dear Sir/Madam,

Greetings from Apollo Spectra and Apollo Cradle Hospital Greater Noida......!!!!!

We thank you for patronizing Apollo Spectra and Apollo Cradle Hospital Greater Noida as one of your preferred Medical Service Providers for the medical treatment of your Staff members, Students and their Parents.

Please be informed that 'Apollo Spectra and Apollo Cradle Hospital'have entered into the Brand License, Operation&Management Agreements withGreen Noida health and Research Institute Hospital Pvt Ltd.

Apollo Spectra and Apollo Cradle Hospital - Greater Noida is a multi-specialty health care provider with world class facilities and which offering comprehensive medical services to patients. Professional approach coupled with excellent patient centric care has ensured the continuous improvement in quality of life of the patients.

Spread over 45,000 sq. ft. area, this 60 -bedded hospital houses 2 ultramodern Operation Theatres, state-of-the-art ICU & Emergency unit, dialysis facility, in-house pharmacy to name a few. With one-fifth of total beds dedicated to critical care across specialties, we vouch for comprehensive and compassionate care to all critically ill patients. In line with international standards, the critical care units are managed by qualified intensivists and trained nurses round the clock.

As a specialty hospital, Apollo Spectra and Apollo Cradle Hospital, Greater Noida gives your patient the advantage of expert and quality healthcare with all the benefits of a large hospital but in a friendlier, more accessible facility. Advanced technologies, world-class infrastructure and the best of doctors come together to deliver personalized care enabling faster recovery with near-zero infection risk.

## Apollo Cradle & Children's Hospital and Apollo Spectra Hospitals

Pocket-7, Opp. Mitra Society, Greater Noida, UP - 201308

Phone No: 0120 22 4444 | Email: info@apollospectragn.com | www. apollocradle.com | www. apollospectra.com

## GREEN NOIDA HEALTH AND RESEARCH INSTITUTE HOSPITALS PVT. LTD

(CIN NO. U85190DL2012PTC246448) (A Licensee of Apollo Speciality Hospitals Pvt. Ltd.)

Regd. office: 1497, 1st Floor, Bhardwaj Bhawan, Bhishm Pitamah Marg. Kotla Mubarakpur, New Delhi - 110003

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

Obstetrician & Gynaecologist	Ultrasound
Paediatrics & Neonatology	• ECG
Orthopaedics & Spine	• X-ray
General & Laparoscopic Surgery	Pathology Services.
• Urology	Uroflometry
Bariatric.	• CT - Scan.
Critical Care and Trauma.	• TMT.
Internal Medicine	• Emergency 24 x 7.
Pain Medicine	Ambulance 24 x 7.
Cardiology.	• OT 3 Nos.
Radiology.	ICU and NICU with ventilators
•ENT	NICU Level 4
•DERMA	Dialysis
	Pharmacy 24x7.
	Blood Blank Tie-up with National Blood Bank
	Canteen Facilities.

Consultations, Delivery, Diagnostics, Emergency, Health Checks, Surgery and Physiotherapy.

Apollo Spectra and Apollo Cradie Hospital - Greater Noida has a full-time Doctor Concept. We have full-time consultants to treat patients round the clock. Our all-full-time consultants are available in hospital from 09:00 A.M to 06:00 P.M. and are available round the clock in case of emergency to serve your patients.

With the reference to our discussion, we wish to propose and empanel Apollo Spectra and Apollo Cradle Hospital - Greater Noida with your Organization for Medical facilities of your Staff members, Students and their Parents...

Mangalmay institute of Engineering & Technology Greater Noida (U.P.)-201310

College Code 786

#### SPECIAL OFFER:

- Rs-400 for OPD Consultation(Outsource Speciality are on Actual)
- 10 % IPD services.(Excluding Promotional Packages) on cash only.
- 10 % Discount on Apollo Health Check Packages.
- 10 % on Diagnostic & Radiology (Excluding Outsource Investigations).
- 10 % Discount on Physiotherapy.
- First Free consultation with Gynaecologist.

OPD Services: The employees and their dependents have to make the payment for OPD services at the time of registration for OPD and consultation.

#### Terms & Conditions:

The MOU shall be valid for 1 Year from date of signing and can be renewed for further period as mutually agreed upon between the Parties. Either of parties can discontinue the Agreement by serving advance notice of 30 Days.

We trust the above is in line with your requirements however if you have any further queries, please feel free to contact us.

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