

**MEMORANDUM OF UNDERSTANDING
FOR EDUCATIONAL AND SCIENTIFIC COOPERATION
BETWEEN
THE UNIVERSITY OF WATERLOO, CANADA
AND
DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY), AGRA**

The University of Waterloo and the Dayalbagh Educational Institute will explore the possibilities for cooperation in education and research. To the extent feasible, both institutions will encourage direct contact and cooperation between their faculty members, departments and research institutes under provisions of this Memorandum.

Given the current areas of specialization and expertise at the two institutions, the following general forms of cooperation may be appropriate:

1. Joint research activities of common interest including but not limited to systems theory, soft, quantum and nano computing, computer networks and theology.
2. Exchange of non-confidential information including but not limited to exchange of teaching and research documentation.
3. Exchange of faculty members and graduate students as visiting scholars for research, workshops, lectures, videoconferencing and discussions.

Themes of joint activities and the conditions for utilizing the results achieved and arrangements for specific visits, exchanges and other forms of cooperation, including financial arrangements, will be developed mutually for each specific case. Intellectual Property Rights will be negotiated on a case by case basis and normally follow the institution's policies. All such collaborative activities will be subject to the normal review and approval processes at each institution and implemented by signed agreements. Neither university is responsible for any expenses incurred by visiting scholars, including travel, living and accommodation, medical care or personal expenses, except as may be arranged from time to time for specific cases or covered by third party funding. Visiting students to the University of Waterloo are required to enroll in the University Health Insurance Plan (UHIP) and the University of Waterloo's FEDS/GSA Health and Dental Plan. All non-students (e.g., visiting scholars) are required to maintain adequate health insurance coverage during their stay and are advised to contact Human Resources concerning such coverage.

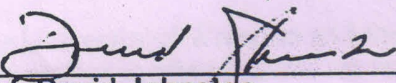
This Memorandum of Understanding will be initiated for a period of five years. At any time this Memorandum of Understanding may be extended or amended by mutual agreement of the parties, or may be terminated in writing by either party hereto, provided however that any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be completed in accordance with their terms.

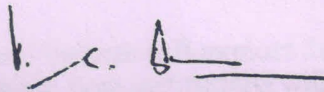
Each university agrees to appoint an overall Coordinator for the administration of this Memorandum. The Coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of visiting personnel. The Coordinator at Waterloo is Dr. Ashwin Nayak, Department of Combinatorics and Optimization and the Coordinator at Dayalbagh Educational Institute is Dr. Vishal Sahni, Faculty of Engineering.

This Memorandum is not intended to be a binding legal agreement and takes effect on the date it is executed on behalf of both Universities.

UNIVERSITY OF WATERLOO

DAYALBAGH EDUCATIONAL INSTITUTE


 Prof. David Johnston
 President


 Prof. V.G. Das
 Director


 Dr. George Dixon
 Vice President, University Research

Date: July 17/08

Date: 17th July, 2008

**AGREEMENT OF COOPERATION
BETWEEN
THE UNIVERSITY OF MARYLAND, COLLEGE PARK
THE UNITED STATES OF AMERICA
AND
DAYALBAGH EDUCATIONAL INSTITUTE (DEEMED UNIVERSITY)
DAYALBAGH, AGRA, INDIA**

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions, the University of Maryland, an agency of the State of Maryland, located in College Park, Maryland, and Dayalbagh Educational Institute, Dayalbagh, Agra India (DEI) hereby enter into the following agreement:

Article 1. The University of Maryland at College Park and the DEI shall engage in cooperation in fields of common interest and shall develop joint projects in these fields.

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

Article 3. Within agreed fields, both parties shall seek to engage in the following types of cooperation, subject to future specific implementing agreements signed by the chief academic officer of each institution:

- a) Exchange of faculty and students for research, teaching and study; undergraduate students are expected to pay tuition at the home institution; graduate student tuition and funding to be specified in implementation agreements; students exchanges are based on the understanding that exchanges are matched one-for-one by each university;
- b) Subject to later agreements, exchange of scholarly publications and other information in areas of interest to both parties, including library collections and services;
- c) Joint research activities;
- d) Exchange of scholars for seminars, conferences and other academic meetings.

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

Article 5. The two parties will designate individuals with responsibility for the coordination and implementation of this agreement.

Article 6. Both parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

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

Article 8. Entry and Visa Requirements for Visiting Faculty and Students: Both parties acknowledge that visits by faculty and students from one party to the other shall be subject to the entry and visa regulations of the United States and India and shall comply with the regulations and policies of the University of Maryland, College Park and of D.E.I.

Article 9. Subsidiary Agreements: The parties understand this MoU cannot detail how each collaborative project will be implemented, administered or funded. As a result, the parties agree that they will need to enter into separate subsidiary agreements for each project that is selected for undertaking pursuant to this MoU. Each subsidiary agreement will address the scope of work; each party's contributions and obligations to the project; the administration, coordination and implementation of the project; the respective rights of each party to own, use and licence intellectual property that is developed in the course of the project, and other issues the parties may mutually agree to address.

Article 10. Disclosure of Results of Academic and Research Activities: It is the policy of the parties that instruction, research and services will be accomplished openly and without prohibition on the publication and dissemination of the results of academic and research activities. As a result, parties may not conduct classified or "sensitive but unclassified" work or export controlled work except with the prior written authorization of the President of the University concerned and, in the case of UM also the University System Chancellor.

To assure compliance with policies of the parties and to protect the interests of both parties, if one party wishes to disclose to the other party information that the disclosing party considers to be proprietary, non-public, confidential information in the course of conducting discussions or performing work under a separate subsidiary research agreement, the parties shall execute a non-disclosure agreement.

Article 11. Export Control Laws and Regulations: The export control laws and regulations of the United States, including the Export Administration Act and Export Administration Regulations (15 CFR 730 et seq.), the Arms Export Control Act and its implementing regulations, and the Traffic in Arms Regulation (22 CFR 120 et seq) ("Export Control Laws") prohibit the disclosure to foreign countries and nationals of foreign countries under certain circumstances of technical data that are controlled under Export Control Laws

("Controlled Information") without first obtaining a license from the appropriate US Government agency. Likewise matters covered by the export control laws of India and laws relating to sharing of classified information and data shall require to be approved by designated agency of Government of India. Accordingly, the parties acknowledge that the evaluation, selection and funding of RFPs under this MoU must take into account and may be affected by the restriction of these Export Control Laws.

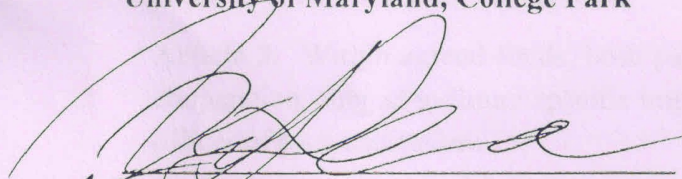
Article 12. Principles of Equal Opportunity and Non-Discrimination: It is understood that both the University of Maryland, College Park, and D.E.I. subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion or national origin. Both the University of Maryland and D.E.I. shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

Article 13. Review and Renewal: Both parties shall review the status of the agreement at the end of each five-year period to determine any modifications that might be necessary. The period of validity of this agreement may be extended by mutual consent.

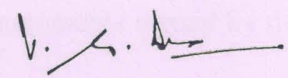
Article 14. Termination: Either party may terminate this agreement with written notification, signed by a designated official of the party initiating termination. Such notification must be given at least six months in advance of the effective date of termination.

University of Maryland, College Park

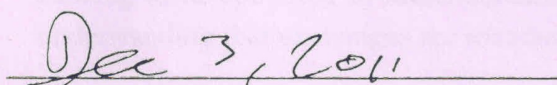
Dayalbagh Educational Institute



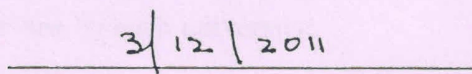
Wallace D. Loh
President



V. G. Das
Director



Date



Date



GENERAL INTERNATIONAL AGREEMENT FOR ACADEMIC COOPERATION BETWEEN

MICHIGAN STATE UNIVERSITY
College of Agriculture & Natural Resources
College of Engineering
College of Education
East Lansing, Michigan, U.S.A.

AND

DAYALBAGH EDUCATIONAL INSTITUTE
Dayalbagh, Agra, India

Michigan State University (MSU) and Dayalbagh Educational Institute (DEI) establish this General Agreement to foster international cooperation in education and research.

This Memorandum of Understanding (MOU) encourages the exchange of faculty, scholars, students, academic information, and materials in belief that the research and educational processes at both parties will be enhanced and that mutual understanding between respective faculty, scholars, and students will be increased by the establishment of such exchanges.

1. Both parties agree to encourage the following activities, in particular to promote international academic cooperation:
 - (a) Exchange of materials in education and research, publications, and academic information;
 - (b) Exchange of faculty and research scholars;
 - (c) Joint research and meetings for education, research and outreach;
 - (d) Technical assistance;
 - (e) Student exchanges (will require approval of a separate agreement); and
 - (f) Joint curriculum development in support of K-12 education and joint development of innovative teaching methods.

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

2. This General Agreement shall be applicable to educational and research organizations attached to each party.
3. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this agreement.
4. This Agreement is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process for teaching, research and outreach activities.

5. This General Agreement shall become effective as of the date of signatures of both parties.
6. The parties intend to review this General Agreement every five years to evaluate the progress and the quality of the mutual cooperation. This General Agreement may be amended only by the written consent of the parties.
7. This Agreement may be terminated by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.
8. Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.
9. Each party shall designate a person or office to serve as liaison for implementing this Agreement.


For **MSU**, the contact person will be Ajit Srivastava, Professor, Department of Biosystems & Agricultural Engineering, Farrall Hall, 524 S. Shaw Lane, Room 120B, East Lansing MI 48824, U.S.A., Telephone: +1-517-432-4826, Email: srivasta@msu.edu. For **DEI**, the contact person will be Prem Sewak Sudhish, Assistant Professor, Department of Physics & Computer Science, Dayalbagh Educational Institute, Dayalbagh, Agra 282005, India, Telephone: +91-562-280-1545, Email: pss@alumni.Stanford.EDU

10. This Agreement is written in English only.

Signing for MSU:

Signing for DEI:



 June P. Youatt, Provost
 Date 7.6.17


 Prem K. Kalra, Director
 Date 24-5-17
 Director
 Dayalbagh Educational Institute
 (Deemed University)
 Dayal Bagh, Agra-282 005



 OFFICE OF THE GENERAL COUNSEL DATE
 APPROVED AS TO FORM 7/6/17

Ronald L. Hendrick, Dean,
 College of Agriculture & Natural Resources

Date 15 June 2017


 Prem Kumar Dantu, ~~Dean~~,
 Outreach (Agriculture)

Date 15/6/2017



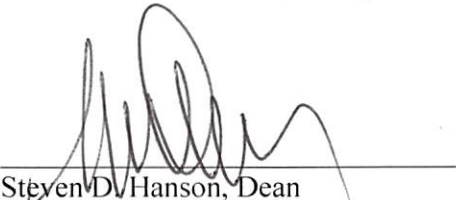
Leo Kempel, Dean,
College of Engineering

Date 15 June 2017



Robert Floden, Dean
College of Education

Date 6/14/17



Steven D. Hanson, Dean
International Studies and Programs

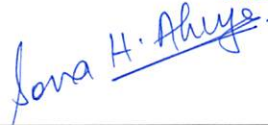
Date 6/30/17



Ajay Kumar Saxena, Dean,
Research and Development and Head,
Electrical Engineering

Date 15/6/17

Dr. AJAY KUMAR SAXENA
Professor
Department of Electrical Engg.
Faculty of Engineering
D.E.I. Dayalbagh, Agra-5



Sona Ahuja, Dean's Nominee,
Faculty of Education

Date 6/14/17

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE
UNIVERSITY OF MISSOURI, COLUMBIA, USA
AND
DAYALBAGH EDUCATIONAL INSTITUTE, DAYALBAGH, INDIA
(DEEMED UNIVERSITY)**

In accordance with the desire to promote cooperation in Education, Training, Research & Development and sharing of knowledge on a long term basis, University of Missouri, USA and Dayalbagh Educational Institute, INDIA hereby enter into the following agreement:-

1. Cooperation for Dissemination of Knowledge

University of Missouri, USA and Dayalbagh Educational Institute. INDIA will engage in cooperation in Research and Development and Dissemination of knowledge in the fields of common interest.

2. Joint Research Projects

Both the Institutes will permit research activities and joint research projects to be undertaken and will facilitate joint supervision of research candidates registered in either Institute working for doctoral or post graduate programmes.

3. Exchange of Faculty

Both Institutions will welcome faculty members of the other Institute to visit their Institute to engage in research, teaching and study. The duration of such visits will be determined by mutual consent.

4. Exchange of Students

Both Institutes will encourage exchange of researchers and students between the two Institutes subject to the following terms:

- (a) The exchange would be for carrying out a project activity at undergraduate or post-graduate levels or in research work with the consent of the concerned faculty members and the Departments.
- (b) The exchange of students would be for a maximum period of one semester, and limited to mutually agreed numbers.
- (c) The exchange student will be required to pay the necessary fee and boarding and lodging expenses prescribed by the receiving Institute.

The students and researchers nominated for exchange will be of high scholarly standard, maturity and promise.

5. Knowledge Sharing

Both Institute will encourage the sharing of knowledge resources like on-line video, web casting of courses and other scholarly and pedagogical materials between the two Institutes.,

Both Institute agree to help, identify and invite faculty members and researchers from the other Institute to participate in conferences, workshops and short-term courses.

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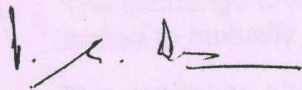
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DAYALBAGH EDUCATION INST INDIA

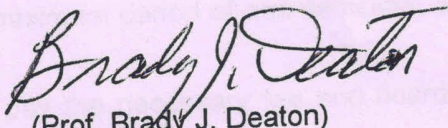
MOU

6. **Utilization of Academic Infrastructure**
Both the Institutes will encourage the use of laboratory facilities where necessary. This, however will be subject to availability of the facility and approval from the concerned Head of the Department.
7. **Library Facilities**
Both Institutes agree to permit students and faculty members of the other Institute the use of their library facilities in accordance with their respective norms.
8. **Intellectual Property Rights**
The Intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two Institutes and the laws of the respective countries.
9. **Coordinators**
Both Institutes will designate one person each who will have the responsibility for coordination and implementation of this agreement on behalf of his/her Institute.
10. **Terms of MoU**
The tenure of MoU will be for a period of five years effective from the date of its signatures by the parties. It can be renewed further with mutual consent. Both Institutions have the right to initiate a termination of this MoU with at least six months notice.
11. Both Institutions will assign one key contact faculty responsible for the management of scientific research and educational activities bilaterally. Professor Kattesh V. Katti, M.Sc.Ed., Ph.D. DSc, FRSc, Curators Professor of Radiology and Physics, Director, Cancer Nanotechnology perform, is the designated contact faculty for the University of Missouri.

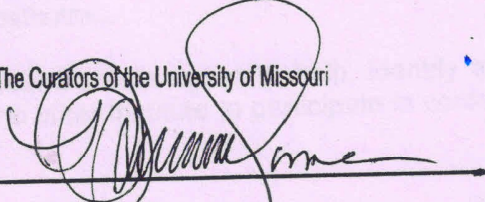
Prof. Man Mohan Srivastava, Department of Chemistry is designated contact faculty for Dayalbagh Educational Institute.


(Prof. V.G. Das)
Director
Dayalbagh Educational Institute
Dayalbagh, Agra-282 110
INDIA

Dated: 3.11.2011


(Prof. Brady J. Deaton)
Chancellor
University of Missouri
Columbia, MO 65211
USA

Dated: 3.11.2011


The Curators of the University of Missouri


Lisa J. Wimmenauer
Assoc. Director, Business Services

Approved By

MAR 01 2012

General Counsel via FAX

ORIGINAL

BUSINESS SERVICES
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MoU



**MEMORANDUM OF UNDERSTANDING
FOR EDUCATIONAL AND SCIENTIFIC COOPERATION**

BETWEEN

HAN UNIVERSITY OF APPLIED SCIENCES, THE NETHERLANDS

AND

**DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY), AGRA, INDIA**

The HAN University of Applied Sciences and the Dayalbagh Educational Institute will explore the possibilities for cooperation in education and research. To the extent feasible, both institutions will encourage direct contact and cooperation between their faculty members, departments and research institutes under provisions of this Memorandum.

Given the current areas of specialization and expertise at the two institutes, the following general forms of cooperation may be appropriate:

1. Joint research activities of common interest including but not limited to Lean and Quick Response Manufacturing, Rapid Prototyping (FAB Labs), Renewable and Sustainable Energy, and Entrepreneurship Programs.
2. Exchange of non-confidential information on teaching and research that may be needed for specific joint activities.
3. Exchange of students as visiting scholars for internships, workshops, research, and discussions.

Themes of joint activities and the conditions for utilizing the results achieved and arrangements for specific visits, exchanges and other forms of cooperation, including financial arrangements, will be developed mutually for each specific case. Intellectual Property Rights will be negotiated on a case by case basis and normally follow the institution's policies. All such collaborative activities will be subject to the normal review

and approval processes at each institution and implemented by signed agreements. Neither university is responsible for any expenses incurred by visiting scholars, including travel, living and accommodation, medical care or personal expenses, except as may be arranged from time to time for specific cases or covered by third party funding.

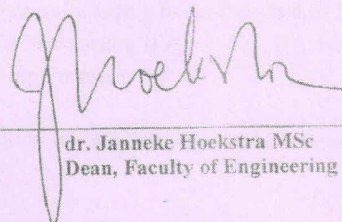
This Memorandum of Understanding will be initiated for a period of five years. At any time this Memorandum of Understanding may be extended or amended by mutual agreement of the parties, or may be terminated in writing by either party hereto, provided however that any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be completed in accordance with their terms.

Each University agrees to appoint an overall Coordinator for the administration of this Memorandum. The Coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of visiting personnel. The Coordinator at HAN is Dr. Jannes Slomp, Lector World Class Performance, and the Coordinator at Dayalbagh Educational Institute is Prof. Rahul Caprihan, Faculty of Engineering.

This Memorandum is not intended to be a binding legal agreement and takes effect on the date it is executed on behalf of both Universities.

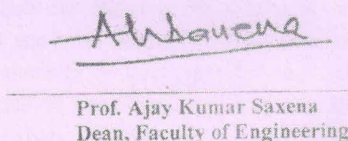
HAN UNIVERSITY OF APPLIED SCIENCES
Faculty of Engineering

October 30, 2014
Date:


dr. Janneke Hoekstra MSc
Dean, Faculty of Engineering

DAYALBAGH EDUCATIONAL INSTITUTE
Faculty of Engineering

October 17, 2014
Date:


Prof. Ajay Kumar Saxena
Dean, Faculty of Engineering

Memorandum of Understanding
for
Collaboration in Technical Education and Vocational Training
between
Dayalbagh Educational Institute (Deemed University), Agra, India
and
Lanka Ashok Leyland PLC, Sri Lanka

This Memorandum of Understanding is made on the day of 2016 by and between **Dayalbagh Educational Institute (Deemed University)**, (hereinafter referred to as DEI) having its Registered Office at Dayalbagh, Agra-05, Uttar Pradesh, India of the one part

And

Lanka Ashok Leyland PLC (a joint venture company of Government of Sri Lanka and Ashok Leyland, India) (hereinafter referred to as LAL) having its Registered Office at Panagoda, Homagama, Sri Lanka of the second part.

Whereas it is the desire of DEI that it must contribute to society by sharing its learning and expertise in the technical education/vocational training area, gained during the past 10 years and the vision of LAL that it must expand its outreach through vocational courses for the benefit of Sri Lankan youth by offering its infrastructure to experienced and interested players in the field;

And whereas in pursuance of the aforesaid objectives, it is proposed that DEI offers its vocational courses to students in Sri Lanka to equip them with employable skills;

And whereas LAL having extensive infrastructure in Sri Lanka is ready to share the same with DEI;

The parties hereby agree as follows:-

1. The Parties shall form a Joint Working Committee (here-in-after to be called JWC) for advising on ways and means to provide technically skilled workforce of world standard in Sri Lanka.
2. The JWC will comprise 2 members of LAL and 2 members of DEI-DESC Colombo along with a liaising member from DEI. The JWC will be headed by Mr Umesh Gautam, CEO, Lanka Ashok Leyland as its Chairman.

3. DEI will have its local office at 52 Fussel's Lane, Wellawatte, Colombo - 6.
4. To begin with, DEI will offer Certificate level vocational programme in Motor Vehicle Mechanic (Four-wheeler) to students and will provide video lectures, course handouts and arrange for a local mentor for conducting the course properly.
5. DEI may further contribute, at its discretion and subject to laid down procedures of approvals, any other assistance useful in improving the quality of training and placement of its students.
6. The courses will, in the first instance, be offered in Colombo and may later be offered at other locations in Sri Lanka such as Jaffna and Batticaloa in cooperation with LAL.
7. LAL will assist DEI in the enrolling of the requisite number of students.
8. The conduct of examination, evaluation, and certification will be the responsibility of DEI.
9. LAL will provide classroom and practical training facilities to DEI at its Training Institute at Panagoda. Instructors shall also be provided at its discretion on request from DEI. All such facilities will be provided free of charge.
10. The LAL Training Institute at Panagoda will display a signboard depicting the association of DEI and LAL.
11. LAL will assist DEI to arrange for internship of its students in local dealerships/related industrial workshops for on-the-job training and for gaining hands-on experience. The said internship could extend up to 6 months, as required by local laws, for obtaining NVQ certification by the students.
12. LAL shall provide all the facilities, as applicable to its students, to DEI students also.
13. DEI will also assist its students in career counseling and placement, after successful completion of the course. LAL shall provide such assistance, as required, in this endeavour.
14. For effective implementation and monitoring of the scheme, as envisaged in the MoU, Mr. Vijay Prakash Malhotra will be the Nodal Officer on behalf of DEI.
15. Mr Umesh Gautam, CEO LAL Sri Lanka will nominate a Nodal Officer on behalf of LAL.
16. Both parties value the spirit of this MoU and would strive to provide trained manpower as per industry's requirement.

Resolution of Disputes

17. Any dispute or outstanding matter arising out of the operation of this Memorandum of Understanding will be settled by consensus through amicable discussion and meetings among the signatories or their assigned representatives.

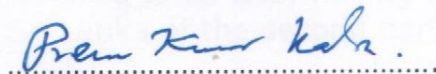
Termination

18. Either party may terminate this MoU by giving two months notice in writing to the other party but the collaboration will not terminate in between an academic session.

Effective Date and Duration of MoU

19. This Memorandum of Understanding will be effective from the 2016 and shall continue to be effective for a period of two years from the date hereof.

In WITNESS WHEREOF the parties have set their respective hands and affixed their common seal hereunto and to one other on the day of two thousand and fifteen.

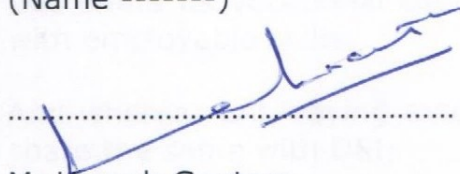


Prof. Prem Kumar Kalra
Director
Dayalbagh Educational Institute (Deemed University)
Dayalbagh, Agra, India.

Witness for the First Party

Signature:

(Name -----)



Mr Umesh Gautam
Chief Executive Officer
Lanka Ashok Leyland PLC

Witness for the Second Party

Signature:

(Name -----)

**MEMORANDUM OF UNDERSTANDING
FOR EDUCATIONAL AND SCIENTIFIC COOPERATION**

BETWEEN

**IRWIN & JOAN JACOBS SCHOOL OF ENGINEERING,
UNIVERSITY OF CALIFORNIA, SAN DIEGO**

AND

**DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY), AGRA, INDIA**

This non-binding Memorandum of Understanding is entered into by and between The Regents of the University of California, on behalf of the Irwin & Joan Jacobs School of Engineering, University of California, San Diego (UC San Diego) and the Dayalbagh Educational Institute (Deemed University) (DEI). The primary purpose of the MOU is to explore possibilities for cooperation in education and research. To the extent feasible, both institutions will strive to encourage direct contact and cooperation between their faculty members, departments and research institutes under provisions of this Memorandum.

Given the current areas of specialization and expertise at the two institutes, the following general forms of cooperation may be appropriate:

1. Joint research activities of common interest including but not limited to Mobile Computing, Wearable Computing, Healthcare, Telemedicine, Embedded Systems, Distributed Computing, Cloud Computing, Water Purification, Entrepreneurship Programs, Rapid Prototyping (FAB Labs), Renewable and Sustainable Energy, and Waste Management.
2. Joint activities of common interest between Moxie Center for Student Entrepreneurship at UC San Diego and Entrepreneurship Virtual Incubation Cell (EVIC) at DEI.
3. Joint Innovative Humanitarian Engineering Initiatives between Global TIES at UC San Diego and DEI's EVIC.
4. Exchange of non-confidential information on teaching and research that may be needed for joint activities.
5. Exchange of faculty members and graduate students as visiting scholars for research, workshops, lectures, videoconferencing and discussions.

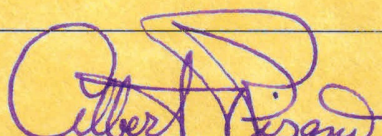
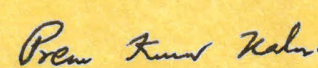

The parties may enter into specific written agreements hereunder to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues. Prior to entering into any such agreements, these agreements will require the approval of appropriate officers from each institution. Neither university is responsible for any expenses incurred by visiting scholars, including travel, living and accommodation, medical care or personal expenses, except as may be arranged from time to time for specific cases or covered by third party funding.

This Memorandum of Understanding will be valid for a period of five (5) years. At any time this MOU may be extended or amended by mutual written agreement of the parties, or may be terminated in writing by either party.

The faculty contacts for this MOU are Dr. K. Srinivas for Dayalbagh Educational Institute and Prof. Rajesh Gupta for the University of California, San Diego. Each University may also designate a Coordinator for the administration of this MOU who will serve as the chief contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of visiting personnel. The Coordinator at UC San Diego is Dr. Jay Kunin, and the Coordinator at DEI is Dr. K. Srinivas.

This Memorandum is not intended to be a binding legal agreement and takes effect on the date it is signed on behalf of both Universities.

The following individuals have signed the present Memorandum of Understanding on behalf of their respective institutions.

University of California, San Diego United States of America		Dayalbagh Educational Institute, India
 <u>Albert P. Pisano</u> <u>4 DEC 2014</u> Date Dean, Jacobs School of Engineering		 <u>Prof. P. K. Kalra</u> <u>31 Dec 2014</u> Date Director
 <u>Kim E. Barrett</u> <u>12/9/14</u> Date Dean, Office of Graduate Studies		

**INTERNATIONAL
MEMORANDUM OF UNDERSTANDING**

between

OAKLAND UNIVERSITY

and

DAYALBAGH EDUCATIONAL INSTITUTE

OAKLAND UNIVERSITY, Rochester, Michigan, USA, and DAYALBAGH EDUCATIONAL INSTITUTE (DEI), Agra, India, are committed to providing distinctive undergraduate and graduate educational experiences for the students and wish to discuss ways to cooperate to provide global academic and research opportunities for faculty and students at their respective institutions, as set forth in this Memorandum of Understanding (MOU).

PART I Areas of Cooperation/Appointed Facilitators

The areas of cooperation to be discussed include any program offered at either university and proposed by either as mutually desirable, feasible, and contributory to the fostering and development of the cooperative relationship between the two universities.

Oakland University appoints Professor Subramaniam Ganesan and DEI appoints Professor Hans Raj, to facilitate the discussions contemplated by this MOU.

PART II Methods

The potential opportunities to be discussed may include such activities or programs as:

1. Exchange of faculty members and technical staff
2. Exchange of students
3. Joint undergraduate and postgraduate programs
4. Cultural exchange activities
5. Research collaboration
6. Other activities as deemed mutually appropriate.

Notwithstanding anything to the contrary in this MOU, whether express or implied, this MOU is non-binding and non-exclusive and is intended as an expression of the institutions' mutual intentions to explore the potential opportunities described in this MOU. However, the institutions each agree and acknowledge that there has been no agreement reached regarding any material or essential term relative to their participation in any of these potential opportunities. In that regard, each institution's participation in any potential opportunities must be effectuated by, and be pursuant and subject to, terms and conditions that will be contained in separate formal written agreement(s) that are acceptable to each institution. All such agreements will also contain such representations, warranties, covenants and conditions customary and appropriate in similar transactions. Each institution will bear its own legal, accounting and other expenses in connection with this MOU and any subsequent agreement(s).

PART III Effective Date and Length of MOU

This MOU will remain in force for a period of five years subject to the availability of funds, and any amendment and/or modification of this MOU requires a written approval of the authorized representatives of each institution and shall be appended hereto. After the initial five-year period, this MOU may be renewed by mutual written consent.

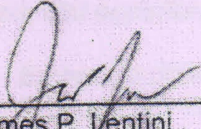
Either party reserves the right to terminate this MOU upon ninety (90) calendar days' written notice to the other. Any individual activities to be continued will be specifically identified and provided for at the time of termination.

Nothing contained herein or in the activities conducted hereunder shall constitute either party being deemed the agent, servant or employee of the other party, and each party – to the extent permitted by applicable law – shall be fully and solely responsible for its own actions and obligations.

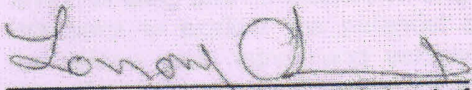
Nothing in this MOU shall be construed as creating a legal relationship between the institutions and the institutions agree that this MOU is not legally binding. The institutions will not have any obligation to each other until separate formal written agreement(s) satisfactory to each institution's respective legal counsel are approved by both institutions in accordance with their respective policies, executed by their authorized representatives and delivered. Each institution reserves the right to discontinue discussions regarding any or all potential opportunities upon oral or written notice at any time and without further obligation or consequence.

This MOU shall take effect on the date of final signature indicated below.

OAKLAND UNIVERSITY

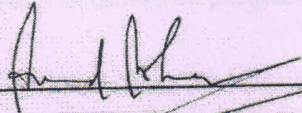

Dr. James P. Lentini
Senior Vice President for
Academic Affairs and Provost

Date: 4/16/15

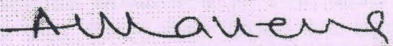

Dr. Louay Chamra, Dean of School of
Engineering and Computer Science,
Rochester, USA

Date: 4/20/2015

DAYALBAGH EDUCATIONAL INSTITUTE

By: 
Its: REGISTRAR
DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-282005
DR. ANAND MOHAN

Date: 20-5-2015


Dr. A.K. Saxena, Dean, Faculty of Engineering, DEI, Agra, India 11/5/2015

Date: 11-5-2015

Collaborative Work between DEI and Kiel University, Germany

Collaborative research work between Faculty members from DEI and Kiel has been going on for several years now. This has been made possible due to the many visits undertaken from each side by several Faculty members in the past decade or so.

Faculty members from DEI who have visited Kiel University on academic visits are as follows.

S.No.	Name	Year of visit
1	Prof C Patvardhan	2001, 2008, 2009, 2010, 2012, 2013, 2014
2	Prof K Hans Raj	2005, 2006, 2008, 2011, 2014
3	Prof Surat Kumar	2008
4	Prof K Maharaj Kumari	2006, 2014
5	Dr C Vasantha Lakshmi	2013, 2014
6	Dr Ashish Mani	2011
7	Dr Bani Dayal Dhir	2012
8	Mr Arsh Dhir	2012
9	Prof Gursaran	2014
10	Prof GP Jandial	2014

Faculty members and Doctoral / Post Doctoral Students who have visited DEI from University from Kiel are as follows.

S.No.	Name	Year of visit
1	Prof Anand Srivastav	Every year from 2008 at least one visit
2	Prof Anna Horatchek	2013, 2014, 2015, 2017
3	Prof Jens Heber	2012
4	Prof J Zimmerman	2014, 2015
5	Dr Lasse Kliemann	2011, 2013, 2014
6	Dr Mourad El Quali	2013
7	Mr Christian Giessen	2013
8	Dr Volkmar Sauerland	2014

There are some active collaborations in place. A consolidated report of these collaborations is given below.

(A) Collaboration between the groups of Prof A Srivastav, Kiel and Prof C Patvardhan & Prof. K. Hans Raj, DEI

The two groups have been collaborating for several years now with visits from both sides fortifying the collaboration. The general area of common interest has been Combinatorial Optimization and Parameter Estimation problems in "The Future Ocean" project being pursued at Kiel University. The output from these collaborative efforts is summarized below. The efforts are continuing within the work being pursued through the joint PhDs being supervised at DEI and at Kiel and otherwise.

- **Joint Indo – German (DST – DFG) Project** “Quantum-inspired Evolutionary Algorithms for hard Combinatorial Optimization Problems”, April 2012 – April 2014.
Status: Successfully Completed.
- **Joint PhDs in Progress** (with Prof A Srivastav and Prof C Patvardhan as Supervisors) in the area of Combinatorial Optimization

- (i) Sulabh Bansal
- (ii) V Prem Prakash (both registered at DEI)
- (iii) Mayank (registered at Kiel)

- **Talks delivered at CAU, Kiel**

(Talks by Prof C Patvardhan)

1. June 11, 2008, “Evolutionary and Quantum Evolutionary Algorithms for Search and Optimization”, Computer Science Department, Kiel University.
2. June 2009, “Evolutionary and Quantum Evolutionary Algorithms for Engineering Optimization”, Department of Electrical Engineering, Kiel.
3. May 27, 2010, “Quantum Evolutionary Algorithms for Search and Optimization”, Department of Computer Science, CAU, Kiel,
4. June, 2012, “Quantum-inspired Evolutionary Algorithms for Engineering Applications”, Mathematische Seminar, CAU, Kiel.
5. June 18, 2013, Invited Talk, “Quantum-inspired Evolutionary Algorithms” Mathematische Seminar, Kiel.
6. April 4, 2014, “On the development of Robust QIEAs”, Mathematische Seminar, Kiel University.

(Talks by Prof. K. Hans Raj)

1. Application of Genetic Algorithms for Hypergraph coloring Problem, 2005.
2. Evolutionary Algorithms for Optimization of Manufacturing Processes, 2006.
3. Agile Manufacturing and Computer Aided Design, 2008.
4. Genetic Evolutionary Simulated Annealing for Constrained Optimization, 2011.
5. Agile Manufacturing, Agile Software Development and Quantum Inspired Evolutionary Algorithms, 2014.

(Talks by Prof. K. Maharaj Kumari)

Prof . K Maharaj Kumari visited Kiel University in June 2014. She delivered an Invited talk on "Aerosol Chemical Characterization: An Indian perspective".

(Talks by Dr C Vasantha Lakshmi)

1. June 18, 2013, Invited Talk, "Feature Selection for OCR of Indian Scripts using Genetic Algorithms" Mathematische Seminar, Kiel.
2. April 4, 2014, "Towards Optimal Feature Selection", Mathematische Seminar, Kiel University.

• **Book Chapter**

- (i) L Kliemann, O Kliemann, C Patvardhan, V Sauerland and A Srivastav, A New QEA Computing Near-Optimal Low-Discrepancy Colorings in the Hypergraph of Arithmetic Progressions, Experimental Algorithms, Proceedings 12th International Symposium, SEA 2013, Rome, Italy, June 5-7, 2013, Series: Lecture Notes in Computer Science, Vol. 7933.

• **Joint Publications**

S.No.	Names of all the authors as appear in the Paper	Title of the paper	Name of the Journal / Proceedings, Volume, year and page
1.	J. Rückelt, V. Sauerland, T. Slawig, A. Srivastav, B. Ward and C. Patvardhan	Parameter optimization and uncertainty analysis in a model of oceanic CO ₂ uptake using a hybrid algorithm and algorithmic differentiation	International Journal on Nonlinear Analysis: Real World Applications, Volume 11, Issue 5, October 2010, Pages 3993-4009.
2.	C. Patvardhan, V. Prem Prakash A. Srivastav	Novel Quantum-inspired Evolutionary Algorithms for the Quadratic Knapsack Problem	<i>International Journal of Mathematics in Operations Research</i> , Inderscience Publications ISSN (Online): 1757-5869 - ISSN (Print): 1757-5850 , Vol. 4-2, 2012, pp 114 – 127.
3.	C Patvardhan Sulabh Bansal Anand Srivastav	Solution of 'hard' knapsack instances using Quantum Inspired Evolutionary Algorithm	International Journal of Applied Evolutionary Computation (IJAEC), 2014.
4.	C Patvardhan Sulabh Bansal Anand Srivastav	Quantum-Inspired Evolutionary Algorithm for Difficult Knapsack Problems	International Journal on Memetic Computing (Under revision)
5.	C Patvardhan Sulabh Bansal Anand Srivastav	Solving the 0-1 Quadratic Knapsack Problem with a competitive Quantum Inspired Evolutionary Algorithm	Journal of Computational and Applied Mathematics, 2015.

6.	C Patvardhan Sulabh Bansal Anand Srivastav	Towards right amount of randomness in Quantum-inspired Evolutionary Algorithms	Soft Computing (Under second revision)
7.	Lasse Kliemann Ole Kliemann C Patvardhan V Sauerland A Srivastav	A New Quantum-Inspired Evolutionary Algorithm Computing Near-Optimal Low-Discrepancy Colorings for Arithmetic Progressions	Evolutionary Computing (Communicated)
8.	C. Patvardhan, Sulabh Bansal, Anand Srivastav	Balanced Quantum-Inspired Evolutionary Algorithm for Multiple Knapsack Problem	International Journal of Intelligent Systems and Applications (IJISA) (Accepted) ISSN: 2074-904X (Print), ISSN: 2074-9058 (Online) (IF 0.10)
9.	C Patvardhan V Prem Prakash A Srivastav	Novel fast heuristics for solving large instances of Euclidean Bounded Diameter Minimum Spanning Tree Problem	Journal of Computational and Applied Mathematics (Communicated in June, 2014)
10.	C. Patvardhan, V. Prem Prakash and A. Srivastav	A Quantum-inspired Evolutionary Algorithm for solving the Quadratic Knapsack Problem	Joint International Conference on Applied Systems Research and XXXIII National Systems Conference, DEI, Agra, November 2009
11.	C. Patvardhan, V. Prem Prakash and A. Srivastav	A Novel Quantum-inspired Evolutionary Algorithm for the Quadratic Knapsack Problem	Proc. of the International Conference on Operations Research Applications in Engineering and Management (ICOREM), Tiruchhirappalli, India, May 2009, pp 2061-2064.
12.	Lasse Kliemann C Patvardhan V Sauerland A Srivastav	Systematic Algorithm Design with Algorithm Engineering: Hypergraph Matching and Coloring	Joint International Conference on Applied Systems Research and XXXIII National Systems Conference, DEI, Agra, November 2009
13.	C Patvardhan V Sauerland A Srivastav	Systemic Studies on Large Natural Systems: An efficient Quantum Evolutionary Algorithm for Marine CO ₂ -Simulation	Joint International Conference on Applied Systems Research and XXXIII National Systems Conference, DEI, Agra, November 2009
14.	C. Patvardhan, V. Prem Prakash and A. Srivastav	Parallel Heuristics for the Bounded Diameter Minimum Spanning Tree Problem	IEEE INDICON, Pune, December 2014

(B) Collaborative work done by Prof K Hans Raj with Kiel University

- Dr. K. Hans Raj visited University of Kiel, Germany in the year 2005 and had spent a period of one month working on Evolutionary algorithms and their application to Hypergraphs. This

resulted in a joint research paper along with Prof. Anand Srivastav of University of Kiel, Germany.

Ref.: K. Hans Raj and Anand Srivastav, "Evaluating the Discrepancy of Hypergraphs with Hybrid Evolutionary Technique", International Conference on Differential Geometry and Topology in the Perspective of Modern trends (DGTPMT-2006), February, 18-19, 2006.

- Dr. K. Hans Raj visited University of Kiel, Germany in 2006, 2008 and 2014 and during his visits he delivered seminars on Finite Element Modelling of Metalforming, Computer Aided Design of Aerostat, Computer Aided Design of Radome, Hybrid Stochastic search techniques and their application to optimization of manufacturing processes, and Quantum inspired algorithms with application to engineering design and optimization of manufacturing processes. He also delivered a talk on Three Qubit Modelling of Personality using extended Jung's model at the department of Humanities, University of Kiel.
- In future Dr. K. Hans Raj will collaborate with Prof. Anand Srivastav and Dr. Lasse Kliemann on difficult optimization problems of engineering design and process optimization whose fitness evaluation involves large finite element codes and multiple objective functions. He is also intending to work with faculty of humanities (Prof. Bober from Theology) at University of Kiel on modeling of personality with soft computing techniques (ANN, Fuzzy and Neuro-Fuzzy modeling) and correlation to professional competence including modeling of consciousness integrated personalities with Qubits and validation through psychological instruments and meditational practices.

(C) Teaching and research cooperation of the Department of English Studies at Dayalbagh Educational Institute (DEI) (Deemed University), Agra, India, with the English Department at the Christian-Albrechts-University (CAU) at Kiel, Germany

- **Genesis**

Dr. Bani Dayal Dhir as Co-Convener invited Prof. Dr. Anna-Margaretha Horatschek, CAU Kiel, Germany, as a speaker for the "Towards a Science of Consciousness 2013" - Conference at DEI (Deemed University) from March 3 – 9, 2013. During her visit to the department of English and an informal meeting with Prof. S.K. Chauhan (Head of Department), Prof. J.K.Verma, Dr. V. Prem Lata (Vision 2031 Coordinator), Dr. Bani Dayal Dhir, and other faculty members at the Department of English Studies at DEI, possibilities of cooperation were discussed tentatively.

- **First Initiative – "Indo-German Lecture Exchange Series- 2013"**

As a first incentive for future cooperation, "Indo-German Lecture Exchange Series" was initiated during the winter semester 2013/14. Prof. Dr. Horatschek's lecture "Constellations of Consciousness in British Literature from Shakespeare to the Present" was transmitted per live-stream from CAU to DEI.

Prof. Dr. A. Horatschek received funds from CAU Internationalisation Fund for collaborative projects with DEI and to visit DEI in March 2014. In May 2013, Prof. Dr. A. Horatschek applied at the CAU Internationalisation Fund for financial support of the negotiation and establishment of a program for collaborative projects; the DEI Department of English issued a Letter of Approval, suggesting a variety of areas for collaboration. The CAU Internationalisation Fund granted means for a student help (Hiwi), as well as the travel expenses (tickets, accommodation etc.) for Prof. Dr. A. Horatschek and Prof. Dr. J. Zimmermann to take part in

the "Vision 2031-workshop at Department of English" at DEI in March 2014 as delegates of the CAU English Department. More funds are available to extend the cooperation in 2014.

Two Lectures by the guests from CAU, Germany, for the DEI faculty, PhD and Masters Students, with discussion.

- Prof. Dr. A. Horatschek: "Concepts of Consciousness in East and West: A Very Short History of British Literature"
- Prof. Dr. J. Zimmermann: "Slavery as a Transnational Phenomenon in US and Canadian Literature"

• **Indo – German Exchange lecture Series – 2014**

As part of the exchange lecture series programme Dr Gurpyari Jandial's recorded lecture was transmitted on consciousness studies and literature on 28th May 2014 for the Masters' students of Department of English Studies, Kiel University.

In September transmission of one lecture on British literature and Consciousness studies from Kiel is scheduled and transmission of two lectures from the Department of English is planned.

• **Joint Editorship of 'Literary Paritantra (Systems). An International Journal on Literature and Theory'**

Prof. Dr. A. Horatschek and Prof. Dr. J. Zimmermann have joined the editorial board of the journal, which is published at DEI Department of English Studies.

• **Agenda and Vision Plan : Regarding Cooperation between the Department of English Studies at Dayalbagh Educational Institute (DEI) (Deemed University), Agra, India, and the English Department at Christian-Albrechts-University (CAU), Kiel, Germany.**

It is the long term aim of DEI and CAU to design courses collaboratively and teach these courses per live stream in lectures and/or shared seminars, via faculty exchange, and/or in workshops at DEI or CAU attended by students from DEI and CAU. Many areas of overlapping interests in teaching have been found between DEI and CAU. These include British Literature (especially Modernism); North-American Literatures (especially Afro-American Literatures); Indian English Fiction; in the fields of Literary Criticism and Theory: Identity and Alterity Studies (Postcolonial Studies, Gender Studies, Women's Studies); Indian Aesthetics; Neurotheology, Systems Theory; Consciousness Studies, Literature and Religion; Literature and Psychology; Literature and Mysticism; Ecopoetics.

Eventually the courses taught in cooperation shall form a part of the respective obligatory curricula of the DEI Department of English Studies and of the CAU English Department. Special attention has to be paid to problems of time schedules in India and Germany.

Shared Seminars

Seminars shared online can only take place during the winter semester due to the lack of overlapping semester blocks in summer. The first shared seminar of this format is scheduled for the winter semester 2014/15.

Teaching format:

One Masters seminar per winter semester will be offered at DEI and CAU simultaneously. The topic will be taken from the overlapping fields of interest in DEI and CAU. They should fit into the curricula of the English Departments at DEI and CAU. Students in DEI and CAU will read identical texts. Three sessions during the overlapping weeks will be transmitted so that students in CAU and DEI can discuss prepared (seminar presentations, guiding questions etc.) aspects of the respective topic online. The capacities of the Computer Center will restrict the number of student participants to probably around 20.

Exchange of Students (Masters)

1-2 students per year shall be sent from CAU to DEI, and from DEI to CAU for one semester. As the DEI Department of English Studies educates women exclusively, only women students are eligible for this exchange. The courses taken shall be mutually accepted for the respective curricula.

DEI will accommodate the exchange students from CAU in the women's hostel of DEI, a mentor will be assigned to them. The CAU will accommodate the DEI students in students' houses, a mentor will be assigned to them.

Funding possibilities from the German (DAAD, other funding institutions in Germany and India) as well as the Indian side have to be explored yet. If possible, the first students from CAU to DEI shall be sent in February/March 2015 for 2-3 weeks for exploratory studies

Joint Mentoring of Theses

- a) Masters theses : Masters theses of CAU and DEI students which are of mutual interest shall be mentored and evaluated jointly by DEI and CAU faculty.
- b) PhD theses : PhD theses of mutual interest for CAU and DEI shall be mentored and evaluated jointly by DEI and CAU faculty.

(D) Collaborative work done / planned by Prof K Maharaj Kumari with Kiel University

- Prof K Maharaj Kumari visited Kiel University in June 2014. She delivered an Invited talk on "Aerosol Chemical Characterization: An Indian perspective" and had discussions for collaborative research with Prof. Hermann W Bange and Prof Bridget Quack and Prof. Christa Marandino of Marine Biogeochemie. They are interested in potential collaboration with us involving measurements in Indian Ocean.
- Scientists of GEOMAR will be measuring trace gases that are commonly believed to be the precursors of aerosols in the marine environment, namely DMS and isoprene. They would like to see if there are any sulfate or secondary organic aerosols that we may measure in Agra that could be derived from the trace gases they measure. The typical back trajectories during monsoon, for our area, come from over the Indian Ocean. In

addition, they are interested in how these gases, among others, are transported aloft by the convective center that sits above the Bay of Bengal, the air passes directly over central India. Therefore, we may be able to compare the two datasets and arrive at aerosol and trace gases transport chemistry.

(E) RECON 2015

"DEI CAU Research and Education Connect – RECON 2015"

An Indo – German Workshop "DEI CAU Research and Education Connect – RECON 2015" was organized by Faculty of Engineering, DEI from February 17 – 19, 2015 at the International Seminar Hall Complex, DEI. The following were the visiting CAU Faculty:

1. Prof. Dr. Anja Pistor-Hatam, Vice President
2. Prof. Dr. Jeffrey McCord, Institute for Materials Science
3. Dr. Martina Schmode, International Relations
4. Prof. Dr. Jutta Zimmermann, Center of North American Studies
5. Prof Anna Horatschek, Department of English
6. Prof Anand Srivastav, Department of Computer Science

The workshop consisted of paper presentation sessions, campus visit, class visits, interaction with students to disseminate information about CAU and German education system etc. The Inaugural Session had presentation on DEI by Prof Anand Mohan, Registrar, DEI and on CAU by Prof Anja Pistor-Hatam, Vice President, CAU. Director, DFG, New Delhi had sent a message for the workshop as he was unable to come personally and the message was read out by his representative, Dr. Hariharan Krishnan. A Letter of Intent for collaboration was signed by DEI and CAU in the Inaugural Session.

The technical sessions were on English (2), Islamic Studies (1), DEI's potential for Excellence in Consciousness and Entrepreneurship (1), Computer Science (1) and Electrical Engineering and Physics (1). 5 speakers presented their work from CAU side. 17 speakers presented their work from DEI side. The highlights were the presentations on DEI's Potential for Excellence in Consciousness and Entrepreneurship which were appreciated by one and all.

In the valedictory session on February 19, 2015, the visiting delegates were effusive in their praise of the work they saw in DEI during the campus visit and the workshop presentations. They also appreciated the hospitality and the culture of DEI. The Vice President formally invited DEI for a visit to CAU.

The workshop provided an excellent opportunity for both parties i.e. DEI and CAU to explore potential areas of collaboration. Some areas have already been identified and many more ideas are being pursued. This workshop would be followed by a similar workshop at CAU, Kiel, Germany.



हरियाणा HARYANA

P 614132

AGREEMENT

THIS AGREEMENT is made on 17. March, 2015, between

Mitsubishi Electric India Private Limited, a Company incorporated under companies act, 1956, having its Head Office at 2nd Floor, Tower A&B, DLF Cyber Greens, DLF Cyber City, DLF Phase-III, Gurgaon, Haryana-122002 and Registered Office at International Business Center, M-38/1, Middle Circle, Connaught Place, New Delhi-110001 (hereinafter referred to as **MEI** which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the one part.

AND

Dayalbagh Educational Institute, Agra - 282005 Uttar Pradesh (hereinafter referred to as **DEI** which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the other part;

The **MEI** and **DEI** shall be referred to herein either individually as a party or collectively as parties.

WHEREAS **MEI** has decided to initiate collaboration with educational institutes to spread awareness about automation amongst young Indian engineers and contribute to the Indian market through its products and technologies.



Contd.2.

[Signature]

Director
Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005

WHEREAS it is agreed between the parties that **MEI** will give Mitsubishi FA Training Equipment as per specifications and features given in Annexure 1 (hereinafter referred to as 'Equipment') to **DEI** for demonstration, learning & training purposes under the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **MEI** will supply the equipment with all accessories/attachments necessary for the functioning of the Training Equipment. The specification and scope of training equipment is given in Annexure 1.
2. **MEI** will provide necessary programming software for simulation / programming of training equipment. It is agreed that the software will be strictly used only for student training / demonstration within the premises of the **DEI**. The institute is not allowed to make copy or circulate this software without written consent from **MEI**.
3. **Confidentiality**
 - 3.1. Any and all provisions of this AGREEMENT shall be treated by both parties as confidential and will be disclosed to students, **DEI** designated staff and representatives of either party only on "need to know" basis and to the extent necessary for the performance of this AGREEMENT. **DEI** shall not disclose any of the provisions of this AGREEMENT to any third party without the prior written consent of **MEI**.
 - 3.2 **DEI** shall maintain confidential as above any and all business and technical Information furnished from **MEI** under this AGREEMENT (hereinafter referred to as ("Confidential Information"). **DEI** shall not, without the prior written consent of, in any manner whatsoever disclose or communicate to any third party any Confidential Information, and **MEI** shall exert its reasonable efforts to prevent the unauthorized disclosure, communication, or use of such Confidential Information.




Contd.3


Director
Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-202 005

- 3.3 In the event that the disclosure of Confidential Information is required by court order, **DEI** shall promptly notify **MEI** of such court order in which disclosure is sought. In the event that it is unable to obtain a protective order or other portion of such Confidential Information that is legally required to disclose, provided, however, that it shall use its best efforts to ensure that such Confidential Information will be treated as confidential.
- 3.4 **DEI** shall use Confidential Information only for the purpose of this AGREEMENT. Upon the expiration of Term or termination of this AGREEMENT, or upon **MEI** request, whichever is sooner, **DEI** shall immediately cease all use of Confidential Information and shall, within two (2) weeks thereafter, return to **MEI** or destroy all Confidential Information in its possession subject to **MEI** instruction.
4. The value of the equipment is Rs. Eight lakh Twenty Three Thousand and Eight Hundred only (Rs 8, 23,800) for inventory/insurance purposes.
5. **DEI** will not make any payment to **MEI** for the training Equipment, it is understood that **MEI** has voluntarily come forward to place its Equipment at **DEI** to facilitate the institute for conducting training to the students.
6. The Equipment will be placed at **DEI** for three years. The dedicated space / section for Equipment will be provided and contribution will be displayed at respective equipment.
7. The Equipment will be delivered, installed and commissioned at **DEI** by **MEI**.
8. **MEI** will continue to retain full title to the equipment while it is at premises at **DEI**.
9. The operation, maintenance and upkeep of the equipment in good condition will be the responsibility of **DEI**.

Contd.4





Director
Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005

10. **DEI** will employ qualified staff to operate the equipment for training and demonstration purposes.
11. **DEI** will be responsible for the proper and safe operation of the equipment.
12. Any equipment failures will be set right by **MEI's** Servicing Department
13. This agreement is valid for a period of Three (3) years from the date of execution of this agreement. After completion of three years with **DEI**, the equipment will be returned to **MEI** in good working condition considering the standard technical depreciation which may take place during the period due to usage. However, **MEI** may consider extending the period/replacing it with different equipment for a further period by mutual agreement.
14. **DEI** acknowledges that this Agreement does not grant any right or title of ownership to **DEI** in **MEI's** intellectual property unless specifically provided in this Agreement. **DEI** shall not use **MEI's** or its affiliates' or Group Companies' Corporate name, trade-marks, emblems, specification, designs, models or logo without **MEI's** prior written consent. All or any intellectual property rights in the Software, products, design and or campaign shall subject to terms 3.1 and 3.2 above at all times remain the property of Mitsubishi Electric Group Companies and **DEI** shall have no claims on the same under any circumstances whatsoever and vice a versa.
15. Logos of **MEI** will be included on all programs handouts / catalogues where in this equipment is directly / indirectly utilized, acknowledging **MEI's** sponsorship of the facility, by **DEI**.
16. Contribution of the equipment will be acknowledged through display boards at the respective equipment by **DEI**.

Contd.5




Director
Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005

This agreement is based on mutual confidence and friendly co-operation. In case any dispute or difference arises, this shall be clarified and settled by means of personal negotiations between the respective Chairman/Managing Director/Director of the parties. In case this procedure is infructuous, any difference or dispute shall be settled by reference to two arbitrators, one to be appointed by each party to the dispute. All disputes shall be finally settled by Arbitration and Conciliation Act, 1996. The award shall be final and binding upon both the parties.

FORCE MAJEURE:

Neither **DEI**, nor **MEI** shall be liable for any damage or loss suffered by the other on account of the happening of any event which the said parties are unable to avoid and over which they have no control and which prevents the said parties from executing their Contractual obligations, such events being, but not limited to war, civil commotions, strikes, natural catastrophes, embargo, Acts of God, etc.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and the year first above written.


For Dayalbagh Educational Institute- Agra


✓ 
[Prof. Prem K. Kalra]

 Director
Dayalbagh Educational Institute
(Deemed University)
For Mitsubishi Electric India Private Limited
Dayal Bagh, Agra-202 005


[Makoto Kitai]
Managing Director

In the presence of:

1. Prof. Ajay Kumar Saxena
Dean, Faculty of Engineering, **DEI** 

2. Mr. Manoj Gupta
Manager, **MEI** 

Annexure 1 to the agreement between MEI and DEI dated 17 March, 2015

Specifications and features of QPLC & FX PLC Training Setup:

A Q PLC Training Set up

No.	Product name	Model	Quantity	Unit Price	Total
1	Universal model QCPU	Q03UDECPU	1	84700	84700
2	Main base unit	Q38B	1	17600	17600
3	Power supply module	Q61P	1	14200	14200
4	CC-Link system master / local module	QJ61BT11N	1	24800	24800
5	DC input module	QX81	1	26700	26700
6	Transistor output module	QY41P	1	21400	21400
7	Analog-digital converter module	Q64AD	1	31400	31400
8	Digital-analog converter module	Q64DAN	1	60700	60700
9	High speed counter module	QD62	1	48700	48700
10	Manual Pulse Generator (Encoder)	MR-HDP01	1	14500	14500
11	40 Pin Connector	A6CON1	2	1400	2800
12	Remote Input Module, 8 point	AJ65SBTB1-8D	1	12600	12600
13	Remote Output Module, 8 point	AJ65SBTB1-8T	1	12600	12600
14	CC-Lin Cable (meter)	FANC110SBH	2	400	800
15	I/O simulator		1	50000	50000
Total Kit Cost					4,23,500

B FX PLC Training Setup

No.	Product name	Model	Quantity	Unit Price	Total
1	FX3G series PLC with 40 I/O	FX3GE- 40MR/ES	1	57000	57000
2	GT14 series HMI	GT1455-QTBDE	1	95000	95000
3	I/O simulator		1	40000	40000
Total Kit Cost					1,92,000

C Mitsubishi FA Training Equipment

No	Name of Kit	Quantity	Unit Price	Total
1	Q PLC Training Setup as per A	1	423500	423500
2	FX PLC training Setup as per B	1	192000	192000
3	IQ Platform Programming Software	1	208300	208300
Grand Total of Complete offer				8,23,800

(In words Rs. Eight Lakh Twenty Three Thousand Eight Hundred only)

For Mitsubishi Electric India Pvt. Ltd.

[Makoto Kitai]
Managing Director



For Dayalbagh Educational Institute

[Prem K Kalra]
Director

Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005



കേരളം KERALA

BC 052936

AGREEMENT

This Agreement is made and executed at Thiruvananthapuram on this, the 17th day of December, 2015 **between Government of Kerala** represented by Dr. Reju M.T, Chief Executive Officer, Additional Skill Acquisition Programme, Higher Education Department, thereafter referred to as the Government and who is duly authorized to sign and execute this Agreement on behalf of the Government of Kerala, the Department includes the Programme Secretariat created for implementation of the Additional Skill Acquisition Programme (ASAP) with its office at Trans Towers, 3rd floor, Vazhuthacaud, Thiruvananthapuram-14, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **FIRST PART** and **Dayalbagh Educational Institute**, Dayalbagh, Agra - 282005 represented through Prof. A. K. Saxena, Dean, Research & Development, Dayalbagh Educational Institute of, shall which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and



17 NOV 2015



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BC 052937

assigns , who is duly authorized to sign and execute this Agreement on behalf of Dayalbagh Educational Institute, of the **SECOND PART**

Government of Kerala and Dayalbagh Educational Institute shall hereinafter also collectively be referred to as the "**Parties**" and individually as the "**Party**"

WHEREAS, Government of Kerala has decided to introduce the Additional Skill Acquisition Programme (ASAP) in selected Government and Aided Schools and Colleges in the State with the objective of improving the employability of students in the schools and colleges by imparting skill training to them in identified areas and as per the industry requirements

AND WHEREAS Dayalbagh Educational Institute(DEI) (www.dei.ac.in), a premier university of India, has the unique distinction of being the only university not only in India, but the world, to have a triple entity status in the same campus besides being a regular conventional university, as a vocational education

Signature

university, a vocational / technical board and vocational / academic secondary education board. Besides, these features are also offered through distance education as a fourth dimension. The fifth dimension of online education / vocational online education and even beyond is now being developed through Vs-e-e-DEI-de (vocational Skill based / entrepreneurial/ electronic education through distance mode). The Institute has introduced a scheme of innovative and comprehensive education in the above three domains with the aim of developing an integrated personality of a well-adjusted complete man. The Institute has received 'A' Grade in the recent NAAC accreditation.

AND WHEREAS, Government of Kerala through Additional Skill Acquisition Programme approached Dayalbagh Educational Institute to develop and impart Skill Development in various sectors for different batches of 30 students each enrolled in the ASAP by the Government of Kerala for the period up to 31.12.2017

AND WHEREAS, Dayalbagh Educational Institute agreed to offer the skill course training in various sectors at a mutually agreed rate and the Government of Kerala has accepted the negotiation and agreed to work out detailed plan of action within 30 days after the execution of this agreement.

AND WHEREAS, Government of Kerala and Dayalbagh Educational Institute are desirous of entering into an agreement to improve employability of students in various industry Sectors, facilitating Government of Kerala to offer skill oriented courses in technical/academic collaboration with Dayalbagh Educational Institute.

AND WHEREAS, the Parties appreciate each other's objectives in promoting excellence, *inter alia*, in education in common areas of interest and are desirous of entering into an Agreement for the aforesaid purpose. The Parties are also desirous of working together for identifying other areas of co-operation between them.

AND WHEREAS, The Parties hereto are desirous of recording the terms of their agreement into this Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.



Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

1. **DEFINITIONS**

The following expressions shall have the following meanings:

1.1 **"CONFIDENTIAL INFORMATION"** means

1.1.1 either Party's proprietary technology and/or software and/or Reports in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention;

1.1.2 all technical, proprietary and confidential information of either Party;

1.1.2a any manual, note, documentation, technical information, drawing, diagram, specification, or formula which is not intended for distribution to or use by end-users or know-how related to any of the foregoing;

1.1.3 any information regarding current or proposed products, trade secrets, know-how, marketing plans, customers, employees, vendors, contracts and contractual obligations, business methods, financial and statistical data or marketing data which are not intended for distribution to or use by end-users including the details of the students enrolled for the programmes;

1.1.4 any other written information that is clearly marked or designated as confidential or proprietary by the Party disclosing it; and

1.1.5 any unwritten information that is identified by such Party as confidential at the time of disclosure.

1.1.6 without prejudice to the above, any information exchanged between the Parties during the subsistence of this Agreement for the purposes of this Agreement.

1.2 **"PROGRAMMES"** means the courses in particular sector (or such other



programmes as may be jointly offered in future) that Dayalbagh Educational Institute will offer to students with the support of Government of Kerala.

- 1.6 **"PROGRAMME FEE"** means the cumulative fees collected by Government of Kerala through ASAP, from each student appearing for the programme(s) mentioned in clause 2 below or such other programmes as may be jointly offered in future.
- 1.7 **"PROGRAMME MATERIAL"** means the educational material developed by Dayalbagh Educational Institute provided in Printed hard copies/ Digital / Electronic mode to the enrolled students and Government of Kerala. The educational material would be used for teaching the subjects covered under the courses defined in clause 2 below (or such other programmes as may be jointly offered in future). Programme material may also include, besides printed copies, e-Learning platforms such as CD-based/ LAN-based/ Web-based Learning, Webinars, Podcast, Video-Conferencing System, TV Channels, Radio, Referred sources etc.
- 1.8 **"STUDENT"** means the individual enrolled with Government of Kerala for the Additional Skill Acquisition Programme as a student for the courses defined in clause 2 below (or such other programmes as may be jointly offered in future).
- 1.9 **"FACULTY"** means a trainer deployed by Dayalbagh Educational Institute and approved by Government of Kerala to teach theory or practical at various colleges / schools/Skill Development Centres approved by Government of Kerala in face to face teaching, online teaching, mentoring etc. for facilitating the learning process of the student of the Programmes.
- 1.10 **"CONTRACT VALUE"** means the amount to be given to Dayalbagh Educational Institute by the Government of Kerala for imparting skill course training defined in Clause 2 below (or such other programmes as may be jointly offered in future) for Training students enrolled for the programme in a particular year.

2. **OBJECTIVE**

The parties have agreed to work together to offer skill Programmes aligned



with National Occupation standards by Dayalbagh Educational Institute to the students enrolled with Government of Kerala under Additional Skill Acquisition Programme.

3. SCOPE OF THE AGREEMENT

Based on the terms and conditions as may be mutually agreed upon between the Parties from time to time, both the Parties agree as follows:

- 3.1 Government of Kerala shall do necessary things as may be required for the purpose of introducing the skill programmes mutually agreed as part of this agreement under Additional Skill Acquisition Programme.
- 3.2 The admissions for programmes will be held on the basis of detailed procedure defined by Government of kerala for the relevant year.
- 3.3 The administration of the Programmes shall be conducted in the manner as provided herein below:
 - 3.3.1 Dayalbagh Educational Institute shall, in consultation with Government of Kerala, administer the Programmes through approved training locations /Skill Development Centres named in the RFP OR the locations mutually agreed time to time. The program administration includes teaching of all papers, practical training, internship, conduct of examination, evaluation, assessment, issue of marks/grades and award of certificate as per procedure and guideline(s) for the relevant Programme.
 - 3.3.2 Government of Kerala and Dayalbagh Educational Institute shall jointly work out modalities for smooth conduct of the courses, examination, assessment, Internship, Practicals, training the Skill Development Executives (Trainers) etc.
 - 3.3.3 The programmes agreed will be offered at training locations named Skill Development Centres identified by Government across the State of Kerala and will offer only on all holidays including Sundays and Second Saturdays.
 - 3.3.4 Dayalbagh Educational Institute will prepare customised training schedule for programmes agreed in consultation with Programme Manager, ASAP in charge of respective Skill Development Centres and will impart training accordingly. Any changes in the approved training calendar need to be intimated to the Programme Manager, ASAP in



charge and should get prior approval from ASAP.

4. COMMERCIAL AND PAYMENT TERMS

The Parties herein agree that they shall pay their respective share of costs and expenses for the Programme in the manner, method agreed here in the agreement and payment terms for Dayalbagh Educational Institute by the Government of Kerala mentioned in table below.

I	10% of Contract Value	After the commencement of Training by Dayalbagh Educational Institute
Ii	20 % of Contract Value	After the successful completion of 50 hours of Training by Dayalbagh Educational Institute
Iii	50% of Contract Value	On Successful Completion of all batches of the training and submission of all relevant reports, documents by Dayalbagh Educational Institute
Iv	20% of Contract Value	Will be released after the issue of certificate and successful completion of internship by Dayalbagh Educational Institute

Notwithstanding anything contained herein, the Government of Kerala hereby agrees to market and make best efforts to enrol maximum students for the Programmes agreed.

4a. PROJECT CO-ORDINATOR

Project Co-ordinator: Both Government of Kerala and Dayalbagh Educational Institute shall nominate a Project Co-ordinator each, as a single point of contact, on behalf of Government of Kerala and Dayalbagh Educational Institute to coordinate the launch and successful implementation of the Programmes.

In addition, Government of Kerala, shall nominate one Programme Manager at each Skill Development Centre to co-ordinate activities related to Skill Courses



5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 **Rights & Obligations of Government of Kerala**

- 5.1.1 Government of Kerala shall provide all the relevant information, guidelines and data to Dayalbagh Educational Institute to give effect to the scope and purpose of this agreement within agreed timelines of launching the Programmes.
- 5.1.2 Government of Kerala shall ensure that the Programmes offered under this agreement are in compliance with the relevant laws, rules, policies and procedures of Government of Kerala as well as other relevant Central/State Government or Statutory Authorities.
- 5.1.3 Government of Kerala shall screen and admit the students; confirm admissions and registrations of the students to the programmes agreed and issue enrolment numbers and ID cards to registered students. Further, the list of the students enrolled for the programmes shall be provided by Government of Kerala to Dayalbagh Educational Institute within 10 working days of the closure of admission.
- 5.1.4 Government of Kerala shall provide the basic infrastructure such as class room and projector required for the Centers where the courses are decided to commence for the respective Programmes.
- 5.1.5 Government of Kerala shall identify the test centres for the final Examinations in the Skill Development Centres and finalise in consultation with Dayalbagh Educational Institute the date, time of the examinations and inform the students about the same. The schedule is not normally alterable as per any individual candidate's request.
- 5.1.6 Government of Kerala shall issue Certificate which is jointly signed by Government of Kerala or authorised agency and Dayalbagh Educational Institute to the students who successfully complete the programme.
- 5.1.9 Government of Kerala and Dayalbagh Educational Institute shall jointly finalise the manner and method and time for conduct of examinations pursuant to the Programme, time to time.



5.1.10 Government of Kerala will offer skill programmes in different Centers identified as per the standard requirements of the courses. The course fee shall be fixed before the implementation of the programme after due consultation with both parties from time to time.

5.2 Rights & Obligations of Dayalbagh Educational Institute

- 5.2.1 Dayalbagh Educational Institute shall provide the Programme Material in printed, digital and electronic format to the students enrolled for the programme. The Programme Material shall be updated by Dayalbagh Educational Institute from time to time.
- 5.2.2 Dayalbagh Educational Institute shall design a curriculum with a minimum of 150 hrs. This Curriculum should be aligned with National Occupation Standards, if job role is already mapped by Sector Skill Council.
- 5.2.3 Dayalbagh Educational Institute shall train the Trainers and deploy them at locations identified by the Government of Kerala for imparting the approved skill programmes.
- 5.2.4 Dayalbagh Educational Institute shall conduct training in the skill programmes in batches not more than 30 participants per batch at the identified locations across the State of Kerala.
- 5.2.5 Dayalbagh Educational Institute shall setup lab facilities wherever it is required in the identified locations mutually agreed by the parties. All the equipment installed by DEI in the lab shall form the part of the assets of DEI.
- 5.2.6 Dayalbagh Educational Institute shall make arrangement with companies for internship for students enrolled for Programmes in Name of sector for a minimum duration of 150 hrs.
- 5.2.7 Dayalbagh Educational Institute shall take steps to get the programme material vetted by Sector Skill Council/Industry.
- 5.2.8 Dayalbagh Educational Institute shall conduct assessment in association with Sector Skills Council/ approved third party assessment agency and issue joint certificates by Government of Kerala and Dayalbagh Educational Institute to students



- 5.2.9 Dayalbagh Educational Institute shall prepare and submit lesson plan and content in a modular format with sessions suitable for one hour delivery and the same in the digital format shall be handed over to ASAP before the commencement of each batch.
- 5.2.10 Dayalbagh Educational Institute shall submit the course material and other reports in digital format to ASAP for the purpose of information exchange
- 5.2.11 Course material shall contain both reading materials and hands out in the form of learners note, guidelines, quick reference guide etc. All the material developed as part of the course kit should be in English only.
- 5.2.12 Dayalbagh Educational Institute shall make all possible efforts for placement to the successful candidates who are willing to opt for employment.
- 5.2.13 Dayalbagh Educational Institute shall develop course promotion materials in both digital and print formats which can be given to students during counseling session.
- 5.2.14 Dayalbagh Educational Institute shall submit documentation report at the end of the programme comprising the salient features of the training activity under this programme, suggestions and recommendations from the participants, compilation and an analytical note of the evaluation sheet (pre evaluation and post evaluation) submitted by the participants and over all summary report on completion of entire programme.
- 5.2.15 Dayalbagh Educational Institute shall deploy trainers having proficiency both in English and Malayalam.
- 5.2.16 Dayalbagh Educational Institute shall conduct training activities with more scope for teamwork, individual practice on the skill and interaction of the participants.
- 5.2.17 Dayalbagh Educational Institute shall implement activity based learning methodology while imparting training.



- 5.2.18 Dayalbagh Educational Institute shall draw up training calendar for programmes selected in consultation with Government of Kerala and should adhere to the plan.
- 5.2.19 Dayalbagh Educational Institute shall ensure trainers under their pay role are reaching training centre at least 30 minutes before the commencement of class and taking session as per the approved syllabus.
- 5.2.20 Dayalbagh Educational Institute shall conduct examination with the support of third party assessment agency approved by Government of Kerala. The marks obtained by the students will be communicated by Dayalbagh Educational Institute to Government of Kerala within 10 working days of each of the papers in order to enable Government of Kerala to award the appropriate credit of marks.
- 5.2.21 Dayalbagh Educational Institute shall conduct the practical examination to test the skills of students. The modalities of conduct of examination, relative weightage of marks etc. shall be jointly worked out with Government of Kerala and shall adhere to the assessment manual of ASAP.
- 5.2.22 Dayalbagh Educational Institute shall provide, optional value added services to Government of Kerala on payment of the fees as prescribed by Dayalbagh Educational Institute.
- 5.2.23 Dayalbagh Educational Institute shall use only approved logos and banners in the training venue.
- 5.2.24 Dayalbagh Educational Institute shall not make any attempt to promote and market their company or services offered by them among participants.
- 5.2.25 Dayalbagh Educational Institute shall ensure that the time lines will be adhered to.



5.3 Joint Rights and Obligations of Government of Kerala & Dayalbagh Educational Institute

- 5.3.1 Parties may jointly organize informative seminars, road shows etc. to popularize the Programmes in the manner and method as may be mutually agreed upon between them.
- 5.3.2 Undertake, either jointly or by itself such activities which are incidental to the successful implementation of the Programmes.
- 5.3.3 Both the Parties shall provide appropriate staff for providing deployment and administration of the Programmes.
- 5.3.4 Both the Parties reserve the right to audit the performance of the Programme through methods including without limitation, conduct inspection, surprise visit, in affiliated colleges and schools to ensure teaching standards and quality are maintained as per laid down norms and procedures from time to time.
- 5.3.5 Dayalbagh Educational Institute reserves the right to, in its sole discretion, update the curriculum of course papers in line with latest industry trends; Government of Kerala will ensure updating the educational materials provided to students by completing necessary administrative formalities.
- 5.4 Notwithstanding anything contained herein, Parties may take up additional responsibilities as may be required from time to time, to ensure the success of the Programmes.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Parties herein grant each other a royalty-free, non-exclusive, non-transferable, non-sublicensable, license right over their respective trademarks and logos in India only, for use by the other Party in marketing and promoting the Programme. It is clarified however that either Party shall obtain the written consent of the other Party before printing, displaying, exhibiting, using or otherwise using the other Party's trademarks.



It is clarified herein that both Parties shall exclusively own and continue to retain all right, title and interest to its trade name/s, trade mark/s and logo/s and nothing contained herein is intended to assign or transfer any of the said rights in the trade names/trademarks and logo/s to the other Party.

Neither party during the course of performance of this agreement desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary.

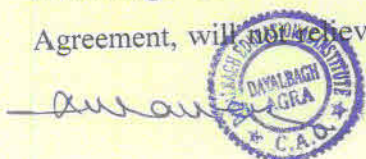
- 6.2 The Parties acknowledge that they will not acquire any right, title, or interest in either party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by either party.
- 6.3 Dayalbagh Educational Institute shall, at its own discretion, apply for and register in its own name, any trademark, copyright or other applicable intellectual property rights on the Programme and/or Programme Material and Government of Kerala hereby waives any and all objections or claims against such registration and shall co-operate and assist Dayalbagh Educational Institute whenever required, in completing such registration.

7 VALIDITY AND RENEWAL

This Agreement shall come into effect from the date of signing of this agreement and shall continue to be operative till 31.12.2017, and may be renewed by the Parties through signed written instrument on terms and conditions as may be mutually agreed upon between them.

8 TERMINATION

- 8.1 The Agreement may be terminated immediately by mutual consent of the Parties; or by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement and is unable to rectify it within 30 (Thirty) days after receiving a written notice of such material breach.
- 8.2 The Agreement shall be terminated by the Government of Kerala without assigning any reason whatsoever at any time.
- 8.3 In the larger interest of the students' future at stake, any termination of this Agreement, will not relieve the parties of their obligations specified in this



Agreement for a period of three years after such termination or till the enrolled students complete their respective course; provided the students clear their examinations, clear all financial transactions and continue to fulfil the norms of the Parties

- 8.4 The Dayalbagh Educational Institute shall not suo motto withdraw from the training programme once the course is commenced and shall continue as a training provider till the certificates are issued to the students.
- 8.5 The clauses of this Agreement, which by nature are intended to survive termination of this Agreement shall remain in effect after such termination.

9 **AMENDMENT AND WAIVER**

No Amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

10 **NO LIABILITY OR AUTHORITY**

- 10.1 Nothing in this Agreement shall give either Party any rights to use any trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorized by the latter in writing.
- 10.2 Neither party shall be liable to the other for special, indirect or consequential losses or damages incurred or suffered by the other party arising as a result of or arising out of this Agreement whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.

11 **FURTHER ACTS AND ASSURANCES**

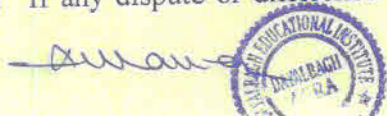
Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement.

12 **MATTERS NOT PROVIDED IN**

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

13 **SETTLEMENT OF DISPUTE AND JURISDICTION**

- 13.1 If any dispute or difference of any kind whatsoever may arise between the

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "DAYALBAGH EDUCATIONAL INSTITUTE" around the perimeter and "DAYALBAGH" in the center.

Parties in connection with or arising out of this agreement, the Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.

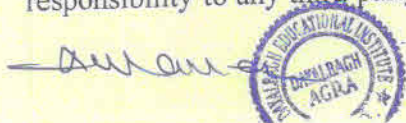
- 13.2 All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled as per the provisions of clause 13.1, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

14 **FORCE MAJEURE**

If the performance of any obligations by any party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance relates to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, revolution, blockage or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

15 **NO PARTNERSHIP**

It is hereby understood and agreed that this Agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other



Party.

16 ASSIGNMENT

Neither Party shall assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of the other party.

17 GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Republic of India. Subject to the provisions of clause 13 herein, the Parties shall be subject to the exclusive jurisdiction of the Courts in Thiruvananthapuram

18. CONFIDENTIALITY

18.1 Both the Parties agree to maintain confidentiality of this Agreement and all Confidential Information (written or oral) shared with each other or which comes to their knowledge under or as a result of this Agreement and shall not divulge such information to any third party under any circumstances whatsoever, (except to their own employees and that too only to those employees who need to know the same and to such other persons as required under this agreement), without prior written consent of the other party. The confidentiality obligation under this clause shall not apply to information that:

18.1.1 is available in public domain; or becomes so at a future date (otherwise than as a result of a breach of this clause); or

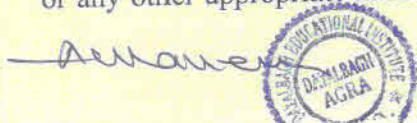
18.1.2 which the receiving party already had in its possession before the date of signing of this Agreement, as evidenced by documents; or

18.1.3 which the receiving party acquires from a third party who is authorised to disclose it; or

18.1.4 which was independently developed by or on behalf of the receiving party without use of, reference to or reliance on any Confidential Information of the other party, as evidenced by documents; or

18.1.5 is disclosed in pursuant to any requirement of law including RTI Act.

18.2 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 other appropriate relief. If such an order or other relief cannot be



obtained, the

18.3 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.

18.3 The confidentiality obligation under this clause shall survive for a period of 3 years post termination or expiration of this Agreement.

19 SEVERABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

20 INDEMNIFICATION

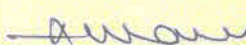
Either Party shall indemnify and keep indemnified, and defend and hold harmless the affected party, its respective officers, employees, and agents from and against all losses, damages, legal proceedings, liabilities and claims at law, or in equity including without limitation costs, expenses and lawyers fees, directly or indirectly arising out of or resulting from the representations contained herein or its obligations under this Agreement.

21 REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other that:

21.1 it is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and has the legal power and authority to sign this Agreement, bind itself and perform and comply with its duties and obligations under this Agreement

21.2 time is of the essence with respect to all provisions within this Agreement.





Any delay in performance by either Party shall constitute a material breach of this Agreement

21.3 this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;

21.4 the execution, delivery and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of:

21.4.1 any statute, judgment, order, decree or regulation of any court, Government instrumentality or Arbitral Tribunal applicable or relating to itself, its assets or its functions, or of

21.4.2 any other documents or to the best of its knowledge any indenture contract of agreement to which it is a party or by which it may be bound;

21.5 there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any Court, Governmental instrumentality or Arbitral Tribunal that restrain it from performing its duties and obligations under this Agreement; and no representation or warranty made herein contains any untrue statement.

22 HEADINGS

The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation of the Agreement.

23 COUNTERPARTS

This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

The training is to be commenced from the mutually agreed date.

24. Interaction with officials

Whenever Dayalbagh Educational Institute visits any of the specified training centres, they should intimate the same to Programme Co-ordinator of the Project well in advance and only with the permission of Programme Co-ordinator or Competent Authority of the premises, they shall interact with students. If any critical situation occurs during the visit, they should interact with Programme Managers of Additional Skill Acquisition Programme.



25. Final Output expected from the Training Agency

- a. The Dayalbagh Educational Institute shall ensure 100% internship to all the students enrolled in an industry approved by Government of Kerala.
- b. Professionally Trained and industry ready professionals in the sectors selected.

26 NOTICES

Any notice approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each Party to the other in writing and in the manner herein before provided to:

Government of Kerala:

Attention: Dr. Reju M T

Address: Chief Executive Officer, Additional Skill Acquisition Programme

Dayalbagh Educational Institute :

Attention: Prof. A. K. Saxena

Address: Dean, Research & Development, Dayalbagh Educational Institute,
Dayalbagh Agra - 282005

Phone: 9412559851

Fax No: 0562-2801226

Email ID: ajay.saxena@dei.ac.in

IN WITNESS WHEREOF both the Parties thereunto have set their hands on through their duly authorized representatives signed this Agreement as this 17th day of month of December, 2015.


The day month and year first above written




Signed by Dr. Reju M T

For and on behalf of Government of Kerala

Dr. Reju M T
Chief Executive Officer,
Additional Skill Acquisition
Programme,
Government of Kerala


Signed by Prof. A. K. Saxena

For and on behalf of Dayalbagh Educational Institute

Prof. A. K. Saxena
Dean, Research & Development
Dayalbagh Educational Institute



Witnesses:

1. _____

2. _____

1. 
D. Bhawan Das
PROFESSOR
DEI Agra

2. _____

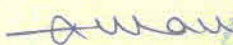

ANNEXURE I

Terms of Reference

Task to be performed by the Training agency/company

1. Programme Design

- They should design curriculum for the programme offered. Training Service Provider may also choose the programmes designed and approved by Sector Skill Council concerned. The curriculum should be suitable for level 3 or above certification as per NSQF and should meet requirements of National Occupation

- They should get endorsement from Sector Skill Council, if the programme is new.
- If the Training Service Provider is selecting a programme not directly related to the already approved National Occupation standard, they can submit the programme to ASAP for approval. Only after obtaining approval from ASAP, Training Service Provider can commence programme, even if they are selected through this RFP.
- A minimum of 55% of Syllabus should be devoted to practical Training excluding Internship.
- Course material should contain both reading material and hands out in the form of learners note, guidelines, quick reference guide etc. All the material developed as part of the course kit should be in English only.
- Lesson plan and content should be prepared in a modular format with sessions suitable for one hour delivery and the same in the digital format in the standard format approved by ASAP should be handed over to ASAP before the commencement of each batch. ASAP will, in turn, feed the same into Learning Management System for the benefit of students.

II. Programme Materials

- Should develop Learner Material relevant to the programme proposed and same should be provided in both print and digital format to all students enrolled for the programme.
- Should develop Trainer facilitation guide for the programme Proposed.
- Should develop Quality Framework as per the Standards and formats developed by ASAP
- Should develop Internship Framework as per the Standards and Formats developed by ASAP.
- Should develop a training manual for the programme.
- Should develop an Assessment Manual


III. Training Delivery

- Should develop an activity based learning methodology for the proposed Programme
- Activity based learning methodology should be adopted while imparting training.
- Should develop hour wise training delivery Plan and should adhere to the plan.
- The training activities should provide more scope for teamwork, individual practice on the skill and interaction of the participants.
- The Training Service Provider in consultation with ASAP officials should draw up training calendar for the chosen programme and should adhere to the plan.
- Should ensure each student is getting individual attention.
- Should deliver training as per the approved quality frame work
- Training service provider should provide all the materials required for training delivery to the Trainers and Students.

IV. Trainer

- TSPs should deploy Trainers at skill development centres approved by ASAP.
- Only Trainers from the following category should be deployed for the programme Proposed.
 - i. Professionals having a minimum of one year experience in the relevant industry.

Signature



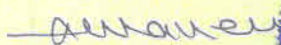

- ii. Trainer should have completed his/her Education/Training in the areas of Programme proposed.
- Trainers should have attended ToT programme conducted by Sector Skill Council and certified by Sector Skill Council. If in a particular sector, SSC is not active, then Trainer should attend ToT conducted by relevant industry/Industry Association. ASAP may allow the TSP to deploy a professional from the industry as trainer, even if he/she hasn't certified by Industry Association, if TSP submits credential for the same and ASAP official concerned approves.
 - TSP should also conduct ToT for prospective trainers. This would focus more on trainer traits of Trainers. Separate session for ASAP philosophy, Quality framework, Assessment criteria, general etiquette at SDC should be incorporated in the ToT design. ToT should empower the Trainer to conduct activity oriented session in the classroom in an effective manner.
 - TSPs should consult ASAP on design and finalize the schedule of the ToT with the approval from ASAP.
 - TSPs should submit resumes of trainers to ASAP and get approval before field deployment.
 - Trainers should have proficiency in English and Malayalam (preferable)
 - TSPs should deploy a minimum of one subject Matter Expert (SME) per 15 trainers deployed in the field.
 - TSPs should assign at least two trainers per batch at any given time during the contract period.
 - The Training Service Provider should ensure Trainers under their pay role are reaching the training centres at least half an hour before the commencement of the class and engage sessions as per the ASAP approved syllabus and quality framework.
 - Out of the total trainers intended to deploy/deployed, 50% of the trainers should be sourced from Industry with a minimum of one year experience and rest can be sourced based on their academic qualification in the sector concerned.

V. Student Selection

- ASAP to administer an aptitude test while selecting student based on the interest inventory questionnaire provided by Training service Provider. They should provide question bank for each programme proposed along with the submission of RFP documents. A minimum of 100 interest inventory questions should be submitted.
- Should provide correct information w.r.t programme to students, parents and other stakeholders.
- Should submit three copies of a video having 20 second to 3 minutes duration highlighting the prospects of the programme, job verticals, curriculum covered, trainers, Lab features, assessment method, internship features, placement etc to ASAP along with RFP documents
- Should print and distribute brochures in ASAP templates to students with the support of ASAP Programme Managers

VI. Learning Materials

- Should provide learning materials as per the syllabus to all students enrolled for the programme in both hard copy as well as digital formats.
- The cover page of Hard copy should be made using the design template provided by ASAP.
- The learning material of the proposed programme will be available on ASAP website for students reference during the period of contract,

- Should submit three copies of learning material while submitting RFP

VII. Practical

- Each programme Should require a minimum of 55% of Practical component exclusive of Internship.
- Training Service Provider should provide and ensure tools, devices, furniture etc required for the practical training.
- Practical training should be conducted as per the quality framework of the programme
- The TSP should set up labs for the conduct of practical at their own cost in the training location. ASAP will provide space for setting up of such labs.

VIII. Assessment and Evaluation

- Should adhere to ASAP assessment and Evaluation manual
- Final Assessment should be conducted by a third party assessment agency brought in by Training Service Provider and approved by ASAP.
- If Sector Skill Councils are active, should involve SSCs for assessment and Evaluation of the learner.
- Should submit three copies of assessment manual to ASAP

IX. Certification

- Should issue joint certificates to students along with Government of Kerala and Sector Skill Council/third party assessment agency/Industry Association as the case may be.

X. Internship

- They should make arrangement with relevant companies/entrepreneurs for internship for students completed course work.
- The minimum internship duration shall be 150 hours.
- Should ensure the safety and security of the students during in internship
- Should identify internship supervisor in each internship centre,
- Should conduct internship evaluation in consultation with internship supervisor and the same should be given to ASAP
- The Training Service Provider should arrange residential facility, if any part of the programme including internship is conducted outside the District of domicile of the trainee.
- Should submit list of Prospective Internship centres

XI. Batch Size

- The batch size of the programme may vary from 20 to 35
- They need to conduct training in the chosen programme at the identified locations across the State of Kerala.

XII. Placement

- Should facilitate placement to the successful candidates by campus interviews and job fairs

Amma



- If more than 100 students are willing to accept job immediately after the course, they should organise job fairs by inviting leading employers in the sector.
- Should submit a placement protocol and strategy to ASAP
- Should submit a list of prospective employers

XIII. Reports

- At the end of the programme, the course material and other reports should be submitted in digital format to ASAP for the purpose of information exchange
- Submission of documentation report at the end of the programme comprising the salient features of the training activity under this programme, suggestions and recommendations from the participants, compilation and an analytical note of the evaluation sheet submitted by the participants and over all summary report on completion of entire programme.
 - A training video capturing different aspect of the training should be submitted to ASAP.

Amal





DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA, INDIA

Seneca

Memorandum of Understanding

Between

Dayalbagh Educational Institute, Agra, India (Party A)

and

Seneca College of Applied Arts and Technology, Toronto, Canada (Party B)

RECOGNIZING the mutual interest in the fields of education, research, training and development of knowledge and

RECOGNIZING the importance of each of the institutions, parties to this MoU, in promoting international collaboration and increased contribution to social development

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

Article I: Scope of the Collaboration

The general purpose of the MoU is to facilitate academic and applied research collaboration between the parties hereunder based upon the principles of mutual benefit. The areas of collaboration may include the following:

- 1.1. Exchange of visiting scholars and students;
- 1.2. Collaborative applied research projects on relevant subjects where possible and appropriate;
- 1.3. Participation in workshops, seminars and summer schools
- 1.4. Joint programs and projects where appropriate
- 1.5. Other form of collaboration in the mutual interest.
- 1.6. Exchange of Co-op/work term students

Article II – The Agreement

- 2.1 The parties may enter into specific written agreements under authority of this MoU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property and financial arrangements.
- 2.2 This MoU may involve other institutions by mutual consent which may be added in the near future by written addendum to this MoU (e.g. industry partners)

Prem Kumar



DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA, INDIA

Seneca

Article III – General Terms

- 3.1. This MoU is not intended to, and does not create any right benefit or trust responsibility substantive or procedural, enforceable at law or equity, by party, its officers, employees, or agents against the other party, its officers, employees or agents.
- 3.2. The activities of this MoU must be carried out in accordance with appropriate laws and regulation existing in each country and institution.
- 3.3. All promotional materials and events shall be agreed upon by both parties before use.
- 3.4. This MoU shall be provided in two copies in English language.

Article IV – Duration

This MoU may be modified by mutual written consent. It will be in effect from the date of signature for a period of five (5) years. It shall be renewed upon mutual written agreement. The agreement may be terminated by either side at 6 months written notice.

The undersigned agree to this MoU on behalf of their respective institutions.

Party A

Dayalbagh Educational Institute

By: Prem Kumar Kalra
Prem Kumar Kalra, Director

Date: 24, Feb 2018

Party B

Seneca College of Applied Arts and Technology

By: David Agnew
David Agnew, President

Date: Feb. 24, 2018

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY DELHI
AND
DAYALBAGH EDUCATIONAL INSTITUTE, DAYALBAGH, AGRA
(DEEMED UNIVERSITY)**

In accordance with the desire to promote cooperation in Education, Training, Research & Development and sharing of knowledge on a long term basis, Indian Institute of Technology Delhi and Dayalbagh Educational Institute, Dayalbagh, Agra hereby enter into the following agreement.

1. Cooperation for Dissemination of Knowledge

IIT Delhi and DEI, Dayalbagh, Agra will engage in cooperation in Research and Development and dissemination of knowledge in the fields of common interest.

2. Joint Research Projects

Both the Institutes will permit research activities and joint research projects to be undertaken and will facilitate joint supervision of research candidates registered in either Institute working for doctoral or post graduate programmes.

3. Exchange of Faculty

Both Institutions will welcome faculty members of the other Institute to visit their Institute to engage in research, teaching and study. The duration of such visits will be determined by mutual consent.

4. Exchange of Students

Both Institutes will encourage exchange of researchers and students between the two Institutes as per the following terms:

- (a) The exchange would be for carrying out a project activity at undergraduate or post-graduate levels or in research work with the consent of the concerned faculty members and the departments.
- (b) The exchange of students would be for a maximum period of one semester, and limited to mutually agreed numbers.

- (c) The exchange student will be required to pay the necessary fee and boarding and lodging expenses as per the norms of the receiving Institute.

The students and researchers nominated for exchange will be of high scholarly standard, maturity and promise.

5. Knowledge Sharing

Both Institutes will encourage the sharing of knowledge resources like on-line video, web casting of courses and other scholarly and pedagogical materials between the two Institutes.

Both Institutes agree to help, identify and invite faculty members and researchers from the other institute to participate in conferences, workshops and short-term courses.

6. Utilization of Academic Infrastructure

Both the Institutes will encourage the use of laboratory facilities where necessary for a limited period. This, however, will be subject to availability of the facility and approval from the concerned Head of the Department and/or the competent authority.

7. Library Facilities

Both Institutes will agree to permit students and faculty members of the other Institute the use of their library facilities in accordance with their respective norms. IIT Delhi and DEI may take corporate membership as per the procedure of the other Institute for longer use of the library facilities.

8. Intellectual Property Rights

The Intellectual Property Rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two Institutes.

9. Coordinators

Both Institutes will designate one person each who will have the responsibility for coordination and implementation of this agreement on behalf of his/her Institute.

10. Terms of MoU

The tenure of MoU will be for a period of five years effective from the date of its signatures by the parties. It can be renewed further with mutual consent. Both institutions have the right to initiate a termination of this MoU with at least six months notice.

The above MoU was signed on March 26, 2007 and renewed on April 27, 2012 is hereby extended for a further period of five years.



(Prof. P.K. Kalra)

Director

Dayal Bagh Educational Institute

Dayalbagh, Agra

UP – 282 005

Date: 18/05/2017



(Prof. V. Ramgopal Rao)

Director

Indian Institute of Technology Delhi

Hauz Khas

New Delhi – 110 016

Date: 18/5/2017



**MEMORANDUM OF UNDERSTANDING
BETWEEN
TATA INSTITUTE OF SOCIAL SCIENCES
AND
DAYALBAGH EDUCATIONAL INSTITUTE**

In accordance with the desire to promote cooperation in areas of mutual interest for the benefit of both institutions, this Memorandum of Understanding ("MoU") is entered into as of 24/05/2014 by Tata Institute of Social Sciences, Mumbai (hereinafter referred to as TISS), represented by Prof. S. Parasuraman, Director, and Dayalbagh Educational Institute, Agra (hereinafter referred to as DEI), represented by Prof. P.K. Kalra, Director.

TISS and DEI hereby agree to explore areas of collaboration, including the following:

- Undertaking collaborative research in areas of mutual interest.
The following research areas have been initially identified for the proposed research collaboration: (i) Vocational Skills and Capacity Building, (ii) Corporate Social Responsibility (CSR), (iii) Social Entrepreneurship, (iv) Disaster Management, (v) Elementary Education/Education (vi) Media and Culture and (vii) Management.
- Exploring the development of joint programmes of study and student mobility between the institutions.
- Providing opportunities for academic staff to collaborate for the purposes of teaching and research.
- Developing joint learning programmes including short courses / training programmes.
- Combining respective expertise to apply jointly for research funding where there is mutual benefit.

At TISS, the responsibility for the coordination of the Collaboration will be:

Prof. D.K. Srivastava

Tata Institute of Social Sciences, Deonar, Mumbai.

Fax: +91 22 25525050

Tel: +91 22 25525427

Email: dks@tiss.edu

At DEI, the responsibility for the coordination of the Collaboration will be:

Prof. K. Santi Swarup

Dayalbagh Educational Institute (Deemed University)

Dayalbagh, Agra - 282005

Fax: 0562 - 2801226

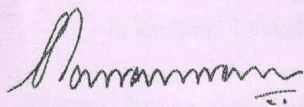
Tel: 0562 - 2801545

Email: kssdei2001@yahoo.com

General

- A. Both institutions keep open the possibility of further cooperation, through the exchange of researchers and/or faculty, the terms of which will be mutually agreed upon, confirmed in writing at such time as is convenient for both parties, approved by the relevant authority in each party and incorporated as an addenda to this agreement.
- B. Any financial arrangements necessary to implement any aspect of collaboration will be negotiated separately and will depend on the availability of funds.
- C. This MoU does not affect the ability of either institution to enter into similar agreements and exchange programs with other universities.
- D. This agreement shall become effective on 24/05/2014 and shall remain valid thereafter for three years, after which time the agreement will be reviewed and may be renewed for a further three years. However, if either institution desires, it may be terminated at any time by giving 12 months' prior written notice to the other party.
- E. Two originals of this MoU have been prepared in English, to be signed by the appropriate university officials from the participating institutions. Each of the institutions will retain for its records one original.

IN WITNESS WHEREOF, the parties have signed this MoU as of the Effective Date set forth above, and each signatory warrants that he or she has the full authority to sign and enter into this MoU on behalf of the organisation or unit he or she purports to represent.



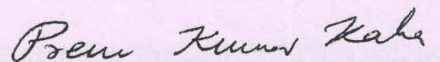
Accepted by:

Prof. S. Parasuraman

Director

Tata Institute of Social Sciences

Date: 24.5.2014



Accepted by:

Prof. P. K. Kalra

Director

Dayalbagh Educational Institute

Date: 24.5.2014

**AGREEMENT OF CO-OPERATION BETWEEN M/s BHARAT HEAVY ELECTRICALS LIMITED,
BANGALORE-26 AND DAYALBAGH EDUCATIONAL INSTITUTE, DAYALBAGH, AGRA-282005 FOR
JOINT DEVELOPMENT OF SOLAR PHOTOVOLTAIC SUB-SYSTEMS**

This AGREEMENT OF CO-OPERATION(AoC) is made at Bangalore on this 12th day of August 2010

BETWEEN

Faculty of Engineering, Dayalbagh Educational Institute (DEI), Agra founded by His Holiness Gracious Huzur Mehtaji Maharaj in 1950, the oldest and one of the premier academic institutions in the region, and enjoying the status of Deemed University (DEI) since 1981, represented by the Registrar of the Institute. The Department of Electrical Engineering, Faculty of Engineering, DEI is the main arm of DEI which works dedicatedly on renewable energy projects which would help in bridging the divide between Science, Technology and Society.

AND

Bharat Heavy Electricals Limited, a company registered under the Companies Act, 1956 having its registered Office at BHEL House, Siri Fort, New Delhi – 110 049 and units among other places at Bangalore hereinafter referred to as BHEL-EDN (which term unless the context, contract otherwise requires shall include its representatives, successors and assignees of the other part).

Now this deed witnesses as follows: -

1.0 PREAMBLE

- 1.1 Bharat Heavy Electricals Limited is a Public Sector undertaking and one of its units at Bangalore specializes in the manufacture of Solar Photovoltaic Cells and Photovoltaic Modules and supply, installation and commissioning of Solar Power Systems. The Photovoltaic Group at BHEL-EDN is carrying out development of various Solar PV systems and its commercialization for various BHEL-EDN customers.
- 1.2 The Faculty of Engineering, Dayalbagh Educational Institute started in 1950 through the pioneering vision of His Holiness Gracious Huzur Mehtaji Maharaj, has grown into a premier institution of Engineering and Scientific instruction, with a large number of active researchers working in various areas of science, engineering and technology. It is one of the oldest and finest centres of its kind in North India, and has a high standing in the academic field.
- 1.3 BHEL-EDN is directly working with the Radha Soami Satsang Sabha, Agra for establishing a Photovoltaic Power System on the trust's building at Agra. The conceptualization of this project is a result of detailed interaction between BHEL-EDN

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and Senior Faculty of DEI-Faculty of Engineering and the unique design of the wall mounted SPV system is owing to the combined approach of DEI faculty and BHEL's engineering group.

- 1.4 Apart from the above project, DEI faculty and BHEL have surveyed other potential areas in the DEI campus and orders have been issued by DEI for installing Solar PV systems of total rating of 515 kWp inside the University premises. The project is slated to be commissioned in 2010-11.
- 1.5 Looking at the extra ordinary rate of growth in the Solar PV industry world-wide and the road map of Solar initiatives planned by the Government in our country, DEI has been focusing on developing and designing some of the important sub-components and subsystems of Solar PV power plants. BHEL-EDN has entered the field of MWp capacity SPV plants in India and would like to partner with reputed academies to utilize this knowledge. Joint involvement in the above mentioned projects mentioned at 1.3 & 1.4 has developed a synergy between the two organizations and it therefore planned to take this forward to joining hands towards developing specialized sub systems of Solar Power Systems.
- 1.6 The domain expertise available for the engineering application of the Solar power system shall be provided by BHEL-EDN, while expertise and knowledge base for design and development of hardware & electronics control components and software associated with the sub-systems identified would be provided by DEI. BHEL-EDN and DEI would be carrying out their respective scopes in the joint program to establish the demo systems.

2.0 MAIN OBJECTIVES OF THE AoC FOR RESEARCH, DESIGN, AND DEVELOPMENT

- 2.1 As stated in Clause 1.3 and 1.4 above, BHEL-EDN and DEI have proposed to work together for in-depth studies on SPV Sub systems utilizing PV modules manufactured by BHEL-EDN and focusing on **Field Programmable Gate Array (FPGA)** based control and automation technology. The following sub systems shall form the main objectives of the AoC.
 - A. FPGA based Automatic Solar Tracking System for PV modules.
 - B. Design and implementation of FPGA based Maximum Power Point Tracking (MPPT) controller.
 - C. An FPGA based string monitoring and diagnostic system for the solar modules which is scalable to MW level.
- 2.2 The AoC has been conceived in the present form with the following objectives:
 - To define the scope of work of DEI and BHEL-EDN for the project, which will be identified with clarity in activities, steps of specific works.

2/5

- To state the forms of deliverables by both the parties at stages, concepts or duration of one year period comprising of research and subsequent consultancy.
- To define the role of either party.
- To state the commencement, and completion of the research project

2.3 This AoC is effective for a period of two years from the date of signing and may be renewed on mutual consent based on future requirement of joint association.

3.0 SCOPE OF WORK

The scope of work in detail for the project mutually agreed between DEI and BHEL-EDN is as below:

Design, Development of a 5 kWp Solar PV system which would incorporate the features under the Sub System heads mentioned under 2.1- A, B and C.

- Construction
- Total integration of the SPV system with 3 subsystems combined into one demo system
- Providing and installation of instruments for data recording and monitoring
- Monitoring

4.0 DELIVERABLES FROM DEI, Agra & BHEL EDN

As per the scope of system components and infrastructure finalized as per mutually agreed mechanism.

5.0 DURATION OF THE RESEARCH PROJECT

The duration of the research based design and development project and subsequent consultancy shall be for a period of two years from the date of signing of the AoC and may be renewed by mutual consent as spelt out in Clause no. 2.3 of the AoC.

6.0 COORDINATORS

BHEL-EDN and DEI will nominate their representative from their respective organizations who will coordinate their respective scope of work for each project.

7.0 DETAILS OF FUNDING OF THE JOINT PROGRAM

The total budget for the programme works out to approximately Rs. 20 Lakhs and the funding shall be as below.

Supply of 5 kWp of PV modules and travelling expenses of BHEL personnel associated with design, erection and commissioning support totaling to Rs. 7.5 Lakhs will be borne by BHEL. Supply of BoS (Balance of System) materials and further the erection

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commissioning of the SPV system and its performance monitoring arrangement as per the scope of work defined at Sl. no. 3 above shall be by DEI.

8.0 COMMENCEMENT OF THE JOINT PROGRAM

On signing of the AoC the joint program shall commence.

9.0 RESEARCH, DESIGN & DEVELOPMENT TEAM

BHEL-EDN and DEI will authorize their members to work for the Design and development venture jointly to achieve the objective / deliverables for the specified project.

10.0 GENERAL CONDITIONS

1. With regard to the current project, both parties agree to maintain confidentially against disclosing any crucial information, directly or indirectly either in written form, including but not limited to drawings, specifications and datasheets, or orally or visually during visits to plants and presentations. Both parties are to enforce an indemnity bond to this effect on project associates, if any to be engaged by them, against disclosing or using/misusing the information to their advantage.
2. Publishing the results of the research, design and development work in connection with the project is to be done with mutual consent from both parties and in accordance with existing norms of secrecy and Intellectual Property Rights (IPR). The authors of such technical published material shall include the names of relevant personnel and/or project-team representatives from both organizations directly involved with the current project. The authors shall acknowledge the financial support from both parties BHEL-EDN and DEI including the names of the team-members involved with the project. Both DEI and BHEL-EDN shall ensure to send their comments/consent for the aforesaid technical publication within one month from the date receipt of request.
3. Both parties shall have the right to jointly patent innovations/inventions, if any, connected with the current project, the ownership of the patent would lie jointly with both parties. The exclusive rights of commercial use would also lie with both parties under the condition of mutual consent in any subsequent commercial venture.
4. In connection with the current project BHEL-EDN may request for any drawings, specifications and other data deemed necessary from DEI. Commitments and requests from either party on any subsequent design/drawing consultations for new projects with commercial intent would be mutually agreed up by both parties on a case-wise basis.
5. The concerned academic faculty of DEI would oblige to make presentations/come for consultations at BHEL-EDN complex on invitation from BHEL-EDN in connection with future commercial and/or research ventures.
6. The research associates of DEI shall have permission, if need arises, to visit BHEL-EDN for specific technical inputs at BHEL-EDN complex concerning PV. BHEL-EDN will in no way be

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7. BHEL-EDN personnel shall have permission to work along with the counterpart team at DEI premises. Infrastructural facilities like, laboratory, workshop, material handling, electronic library, and literature connected with the current Solar PV project would be made accessible to them under institute norms.
8. Any difference of opinion during the agreement/contract will be settled by mutual consultation. In the event of unsettled disputes the matters under dispute will be referred to the joint resolution by the Executive Director, BHEL-EDN or his nominee and the Vice-Chancellor DEI or his nominee and the joint decision shall be final. Other activities under the contract shall however continue during the period of dispute.

The works will be treated as completed on the fulfillment of the Joint research objectives and deliverables as specified above and production of a joint technical report by DEI- Agra and BHEL EDN, Bangalore.

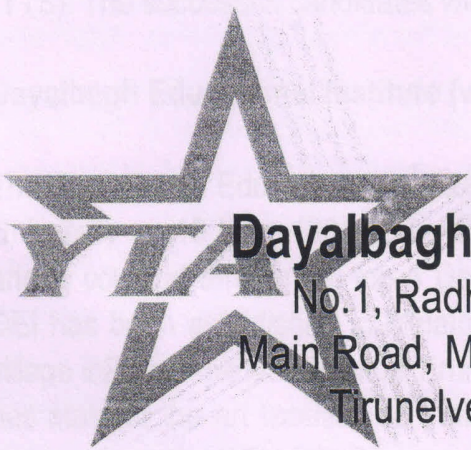
Date : 42nd August 2010

Witnesses

1. Star
2. Amman
(A. K. Sauer)



Memorandum of Understanding



Dayalbagh Educational Institute

No.1, Radhasoami Satsang Colony,
Main Road, Melathiruvenkatanathapuram.
Tirunelveli - 627006, Tamilnadu

**YAMAHA
TECHNICAL
ACADEMY**

&

India Yamaha Motor Pvt. Ltd.

A3, Industrial Area, Noida Dadri Road,
Surajpur Industrial Area, Greater Noida - 201306



India Yamaha Motor Pvt. Ltd. (<http://www.yamaha-motor-india.com/>)

India Yamaha Motor Pvt. Ltd is all set to collaborate with Technical Institutes and NGOs in various parts of India as a part of its continued CSR activity from 2013 onwards. India Yamaha Motor Pvt Ltd as a part of its CSR program imparts training to youngsters (male and female) by setting up Yamaha Training School (YTS). The company plans to start Yamaha Training School (YTS) under each Yamaha Technical Academy (YTA) located at Surajpur, Kolkata, Pune and Bangalore to promote economically backward youngsters to learn Yamaha technology and get employed at Yamaha dealerships or at any two wheeler manufacturer's dealership/ company. It tries to partner between reputed NGOs and ITIs to start Yamaha Training Schools (YTS). The successful candidates will be getting Yamaha Technical Academy certification.

Dayalbagh Educational Institute (www.dei.ac.in):

The Dayalbagh Educational Institute, Dayalbagh, Agra which was declared a Deemed University on 16 May, 1981 under Section 3 of the UGC Act of 1956, has been ranked 3rd and is counted among the top 8 Deemed Universities in the country. An ICT Centre of the DEI has been established in Melathiruvenkatanapuram (MTV Puram). MTV Puram is a village in Palayamkottai Block of Tirunelveli district in the state of Tamil Nadu. The ICT Centre has state of the art facilities so that synchronous mode of teaching is facilitated with daily lectures from the DEI Main Campus. Faculty members visiting MTV Puram Campus routinely conduct their classes in Main Campus in a virtual classroom environment using the two way communication afforded by modern audio-video conferencing equipment installed at MTV Puram.

MTV Puram is a glittering example of holistic development undertaken by Dayalbagh and its institutions. The first Primary school was opened in MTV Puram in 1943. Vocational courses in Motor Vehicle Mechanic (Four-wheeler), Modern Office Management and Secretarial Practice, Cutting and Sewing, Wireman etc. are being run in MTV Puram since 2004.

The DEI aims to extend the benefits of the Dayalbagh Educational Institute's innovative, value-based and comprehensive educational system with the mission objective of evolving a 'complete man'. It offers need-based education and vocational training at low cost to train weaker sections of society in vocational skills to make them employable.

C. Palanidhar

Shirley



This MOU is under the project initiative of India Yamaha Motor Pvt. Ltd. and Dayalbagh Educational Institute, Dayalbagh, Agra aiming at imparting the most relevant technical education. The sole purpose of this MOU is to develop a symbiotic educational partnership between the Parties to support the deserving students of marginalized sections of society for avenues of technical education and employment in Automobile sector.

Whereas it is the aim of the 'FIRST PARTY' that skills imparted by the FIRST PARTY must keep pace with the technological demands of the industry and the expanding universe of knowledge to workforce and the desire of the "SECOND PARTY" that it must contribute to society by sharing its learning in the technical area during its journey to become world class.

This will be done through screening right candidates from area under the jurisdiction of FIRST PARTY and providing them opportunity of job oriented technical training course in Yamaha Motorcycle Repair and Servicing in Yamaha Technical Academy (YTA) Bronze and Silver levels at Yamaha Training School (hereinafter referred to as "YTS").

YTS will use available space in the building/premises to create branding of Yamaha and YTS. Additionally a board not measuring more than size 20' x 8' will be erected near the main gate

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of the institute. This board will be shown that YTS is being run under permission of and in collaboration with DEI maintained by Yamaha.

1.1 General Provisions

In the event of either Party initiating a program or activity on a subject in which the other Party has a substantial interest, it may inform, consult and engage the latter Party in order to harmonize the efforts, taking into account the responsibilities. Some of the specific areas for this harmonization are:

1.1.1 Screening and selection of deserving candidates for admission into YTS courses.

1.1.1a Screening procedure.

- Basic educational qualification.
- Written test.
- Personal interview.
- Orientation course in basics like attitude and communication skill.

1.1.2 Rejection or Expulsion of students from Dayalbagh Educational Institute - YTS course.

1.1.2a Suspension criteria.

- If the attendance in the training is less than 90%.
- If the candidate conduct is not as per Yamaha and DEI rules and regulations.
- If the candidate is found to be part of any illegal activity.
- Any other activity not in line with the rules of DEI and YTS.

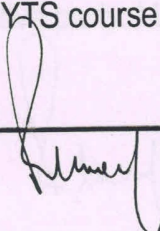
2.0 Joint Activities

In pursuance of the aforesaid objectives, it proposes the following:

Enrolments:

2.1 The Parties agree that they will co-operate in the screening and selection of deserving candidates from marginalized sections for the YTS course.

C. Patwardhan





- Basic educational qualification
- Written test
- Personal interview
- Orientation course in basics like attitude and communication skill

Curriculum Up gradation:

2.2 Both Parties will work jointly for updating and upgrading course curriculum, introducing new multi-skill modular courses, improving physical infrastructure facilities, adopting new training technology subject to due constraints of the budget. This shall be done on annual basis.

Certification:

2.3 "FIRST PARTY" will do all necessary work related to getting vocational certificate of such courses approved from apex body of the Institute (Governing Body), so that the candidates of YTS get a Government vocational education certificate in addition to YTA Bronze Certificate on successful completion of the course and qualifying in the final examination.

Technical assistance:

2.4 Both Parties will provide each other with technical assistance in areas where they have comparative advantages.

2.5 Both Parties shall invite each other, as appropriate, to send representatives to attend conferences, expert group seminars and other meetings which either Party is organizing with reference to the particular course in which the students have been admitted.

2.6 Both Parties will nominate Mentors and Guest Lecturers from India Yamaha Motor Pvt. Ltd. for various automobile trades and Dayalbagh Educational Institute for workplace skills / life skills within the automobile course. Guest Lecturers are specifically meant to deliver lecture or impart practical training. A mentor is nominated for a student / group of students by the Coordinating officer of respective party. Mentor may just discuss / guide

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/ counsel students in the institute as per mutual convenience. He can, however, also deliver lecture or impart training. This can be planned maximum three times in a year.

Training and Capacity Building:

2.7 Both Parties will identify the training needs of faculty and staff members and detailed training calendar will be planned including exchange of personnel between both the Parties, subject to exigencies of the employment of the staff concerned. Such calendars shall be prepared in January of every year for the year January to December.

2.8 Both Parties value the spirit of this MOU and FIRST PARTY would provide faculties (2 nos.) for YTS training and SECOND PARTY will provide necessary training to such faculties on regular basis as well as on need basis.

3.0 Roles and Responsibilities of Both parties:

Enrolments:

3.1 'FIRST PARTY' shall collect applications and identify deserving students from the marginalized sections of society.

3.2 'FIRST PARTY' shall verify that the candidates identified are from sections of economically weak background or vulnerable sections of society and will organize a screening process as mentioned in para 1.1.1a to select the deserving candidates out of the applications received.

3.3 'FIRST PARTY' shall ensure that selected candidates have the required aptitude for attending such vocational or technical courses from YTS by conducting an aptitude test for the selected candidates.

Admissions:

3.4 'FIRST PARTY' shall facilitate the process of admission to the YTS courses by regular

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follow up with the parents of students selected.

- 3.5 'FIRST PARTY' shall ensure organizing a meeting between both the Parties (once in every course duration) to share their feedback and improvise the partnership.

Course Curriculum and Training:

- 3.6 'FIRST PARTY' will provide foundation course comprised of employable skills, life skills, IT skills, and other relevant workplace skills to the students to make them employable and ready for job.

- 3.7 The course conducted will be a ONE year certificate course.

Examination:

- 3.9 The Parties will ensure that any candidate who is not able to clear the certification exam in first chance is given another chance within a specific period of time to clear the certification exam.

Placements:

- 3.10 'SECOND PARTY' will help in finding suitable employment at its dealerships after successful accomplishment of Examination and Certification. They are also free to join any other manufacturer's dealerships or start own service station.

Support:

- 3.11 'SECOND PARTY' shall explore the possibility and need to provide support (certification, equipment, assemblies, sub-assemblies, computer based training modules, literature, technical journals, technical books) in setting up Yamaha Training School (YTS) at the premises owned by "FIRST PARTY". Setting up of such facility shall be decided as per the need of the project, availability of sufficient place (2000 sq.ft. covered space) qualified trainers, and obtaining affiliation of YTS course with an appropriate authority.

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3.12 All civil work including painting and three phase electric connection will be completed by the FIRST PARTY at its own cost.

3.13 All the equipment motorcycles, scooters, assemblies, machineries installed at YTS will be the property of SECOND PARTY. In case this MOU comes to an end then SECOND PARTY is free to remove all such material. FIRST PARTY will ensure that all these equipment and connected material are maintained in its best working condition always.

3.14 Teaching aids like working models, slides, video projections, instruction materials, work books, detailed job assignment of the "FIRST PARTY" will be developed as required by 'SECOND PARTY' from time to time.

3.15 The "FIRST PARTY" will allow "SECOND PARTY" to use the YTS facility at the premises of "FIRST PARTY" to conduct YTA courses by "SECOND PARTY". This requirement may occur once in quarter and shall be need based.

Course Curriculum and its up gradation:

3.16 'SECOND PARTY' will cooperate with the 'FIRST PARTY' for modification of course curriculum and / or introduction of training modules to meet industry expectations, procurement of tools and equipment, civil work, modification in workshop set-up etc. to develop the YTS into a Centre of Excellence within a stipulated period of time, subject to necessary academic and administrative approvals.

Training and Capacity Building:

3.17 Dissemination of good management practices to upgrade the skills of the student.

3.18 Bringing experts of eminence with hands-on experience from India Yamaha Motor Pvt Ltd.

3.19 Retraining the faculty, wherever required, and assistance in skill training of instructors at YTAs.

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4.0 Mutual Benefits of both Parties

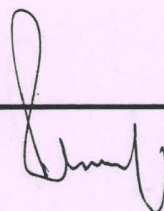
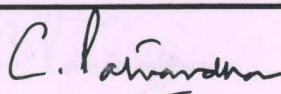
- 4.1 Both Parties shall acknowledge the contribution on each other's websites.
- 4.3 Both Parties can promote this association through different media activities to attract goodwill.
- 4.4 Both Parties may use their logos in their branding strategies for the "Yamaha- Dayalbagh Educational Institute Partnership Project" to attract more deserving need based students from marginalized sections of society.
- 4.5 When the YTS is established at Dayalbagh Educational Institute premises at Melathiruvenkatanathapuram Yamaha will put up signage of YTS at prominent locations in the premises and on the building. Showing that YTS is being run under permission of and in collaboration with DEI.

5.0 Responsibilities of Selected Students for admission and during the course

- 5.1 Maintain 90% attendance throughout the program to get certification.
- 5.2 Invest in study material, print outs, project reports, etc. as is required during the course of study.

6.0 Implementation and Monitoring

For effective implementation and monitoring of the scheme as envisaged in the MOU Ex officio Head-Department of Automobile Engineering will be coordinating officer on behalf of the FIRST Party and Head of Department of Yamaha Training School project in India Yamaha Motor Pvt Ltd, will be the Coordinating officer on behalf of the "SECOND PARTY".





The implementation of MOU would be monitored on a quarterly basis.

CONSULTATION MACHINERY

Head of Department of Yamaha Training School project in India Yamaha Motor Pvt Ltd, and Director of Dayalbagh Educational Institute, Dayalbagh, Agra may make such joint and mutual administrative arrangements in implementation of this MOU as they may deem necessary in the light of experience as well as availability of resources.

ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION

This memorandum of understanding shall come into effect upon signature of the Parties and shall remain so unless terminated by mutual agreement. This Memorandum of Understanding will be effective for a period of five (5) years and may be renewed by mutual consent.

The MOU will be reviewed every year through meetings by appointed focal points of each Party hereto and hence will be the extension of continuity of this partnership. Either Party may terminate this MOU by giving three (3) months' notice in writing to the other Party without assigning any reasons but it will not terminate in an academic session.

MISCELLANEOUS

Any dispute between the parties shall always be resolved by mutual dialogue without any form of legal remedy including resort to court of law.

FIRST PARTY will not join with any other two wheeler manufacturer to set up such training facility in their premises where YTS is existing nor will the SECOND PARTY join with any other ITI or NGO in Tirunelveli district to setup another YTS without first consulting with the other party and obtaining its consent.

C. Patandran



Dispute Resolution:

In the event of any dispute or claim(s) arising between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with or arising out of this Agreement including the execution, validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the question as to whether the termination of this Agreement by one Party hereto has been legitimate or any or all of the foregoing ("Dispute"), the Parties shall endeavor to bring about an amicable settlement and if it is considered to have failed as soon as one of the Parties hereto, after reasonable attempts, which attempt shall continue for not less than ten (10) days, may give notice to the other Party in writing.

In case of failure to reach an amicable settlement as stated above, the dispute shall be solely and finally settled by arbitration as per the terms of the Arbitration and Conciliation Act, 1996 as amended/modified/re-enacted from time to time. The arbitral tribunal shall consist of a sole arbitrator to be appointed mutually by both Parties. All arbitration proceedings shall be conducted in English language and the venue of arbitration shall be Delhi, India. The award of the arbitrator shall be final and binding on both the Parties. Each Party shall bear its own cost of arbitration.

Non Assignment:

Neither of the Parties hereto shall assign this Agreement or all or any of the benefits, rights or obligations arising under this Agreement or otherwise to any other Party in the city of Melathiruvankatanathapuram without the prior written consent of the other Party.

Notices:

Any notice under this Agreement shall be in writing. Any notice to be sent to either Party shall be sufficiently served if sent by registered mail to the address of the relevant Party as set out at the beginning of this Agreement.

C. Lakshminarayanan

[Signature]



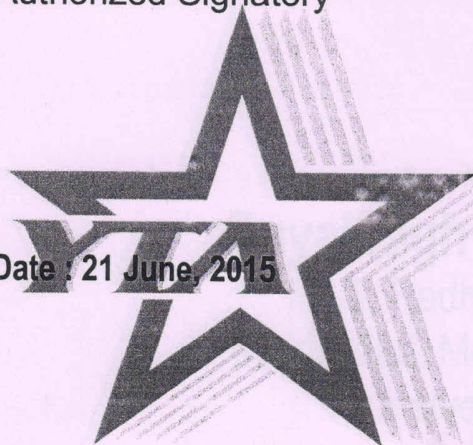
For
Dayalbagh Educational Institute

For
India Yamaha Motor Pvt. Ltd.

Authorized Signatory

Authorized Signatory

Date : 21 June, 2015



**YAMAHA
TECHNICAL
ACADEMY**

India Yamaha Motor Pvt. Ltd.
A3, Industrial Area, Noida Dadri Road,
Surajpur Industrial Area, Greater Noida - 201306

HONDA

Honda Motorcycle and Scooter India Pvt. Ltd.
Plot No. 1&2, Sector - 3, IMT, Manesar,
Distt. Gurgaon (Haryana) - 122 050
Tel. : 0124-2290011-19, Fax : 0124 - 2290889-91

Agreement between
Dayalbagh Educational Institute(Deemed University)
and
M/S Honda Motorcycle and Scooter India Pvt. Limited

The Agreement is made on the 4th day of December, 2012 between Dayalbagh Educational Institute (**DEI**), Agra through its Registrar Prof. Anand Mohan and Honda Motorcycle and Scooter India Pvt. Limited (**HMSI**) through its V.P., Mr. Harbhajan Singh.

Whereas it is the aim of **DEI** that skills imparted by the Institute must keep pace with the technological demands of the Industry and the expanding universe of knowledge to produce world class workforce and the desire of the **HMSI** that it must contribute to society by sharing its learning in the technical area during its journey to become world class.

And whereas in pursuance of the aforesaid objectives, it is proposed that both **DEI** & **HMSI** will work together to create a multi skilled workforce for benefit of the students studying at the Dayalbagh Educational Institute and working in the Industry.

DEI & HMSI agree as follows:

1. There is great demand for skilled workforce in the area of Welding and Metal Painting in the Automobile Industry at large, and students who can acquire these skills, in addition to completing any engineering trade certificate course or ITI in an engineering trade, will be easily employable.
2. **DEI** has therefore agreed to introduce 2 modular courses: one in **Welding** and the other in **Painting** of 10 weeks duration each, at their Campus, Agra and atleast at one of their Distance Education Centres starting from 1st January, 2013. Based on the outcome, **DEI** will consider extending the modular courses to more **DEI** study centres.
3. The eligibility for admission to these modular programmes shall be as follows:

HONDA

Honda Motorcycle and Scooter India Pvt. Ltd.

Plot No. 1&2, Sector - 3, IMT, Manesar,

Distt. Gurgaon (Haryana) - 122 050

Tel.: 0124-2290011-19, Fax: 0124-2290899-91

Students currently enrolled for one of the Engineering Certificate Course at DEI or

those who has completed an Engineering Certificate Course or ITI *in an Engineering Trade.*

4. That DEI will make available training facilities in the Institute to meet the requirement to conduct practical training pertaining to the two programmes.

HMSI will provide assistance in doing so, if required.

5. HMSI has agreed to provide approximately one week training (exact duration to be mutually decided by the technical teams of both parties), to the Trainers/Mentors of both the programmes, at their works, before the commencement of the course from January, 2013.

6. DEI will draw up the syllabus for the two courses based on the inputs provided by HMSI keeping in mind the relevance to the Industry requirements.

7. HMSI shall employ through their contractor all eligible students doing these two programmes.

8. HMSI will assist by providing Charts, Photographs and other practical demonstrative material to DEI pertaining to these two courses.

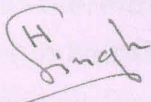
9. If required, HMSI can arrange lectures by industry experts initially (optional).

10. The students who successfully complete the modular courses, shall be awarded a Certificate by the University.

11. On their part, HMSI shall recognize this Certificate and inform HR Heads at various manufacturing facilities of HMSI, as well as their Dealer Network.

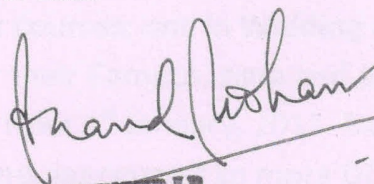
12. Both the parties may extend this agreement to cover other similar initiatives for mutual benefit of the Students of the Institute as well as M/s HMSI and Industry at large.

For Honda Motorcycle and Scooter India Pvt. Ltd.



Harbhajan Singh

Vice President – Corporate Affairs



REGISTRAR
Dayalbagh Educational Institute
(Deemed University)
Dayalbagh, AGRA-202005



**MEMORANDUM OF UNDERSTANDING ENTERED AT AGRA
ON THE 9th DAY OF AUGUST 2013**

BETWEEN

Dayalbagh Educational Institute (Deemed University), an educational institution established under Section 3 of the University Grants Commission (UGC) Act 1956 by the Government of India in the year 1981 and having its office at Dayalbagh, Agra -5 (hereinafter referred to as **DEI**).

AND

TVS MOTOR COMPANY LTD., a company incorporated under the Companies Act, 1956 having its registered office at No.29 Haddows Road, Chennai -600006, (hereinafter referred to as **TVSM**).

The term DEI or TVSM shall wherever they occur, mean and include all their legal representatives, assigns, successors, group companies, holding companies, affiliates, etc.

WHEREAS DEI, a renowned University in the country duly approved by Government of India, has been offering undergraduate, post graduate and doctoral programs in Engineering, Science, Management and Arts disciplines approved by UGC and All India Council for Technical Education (AICTE).

WHEREAS TVSM, is a flagship company of TVS Group of Companies in India, engaged in the manufacture and marketing of powered two wheelers, powered three wheelers, spares, accessories, seating systems, die-cast parts, plastic and rubber parts etc.

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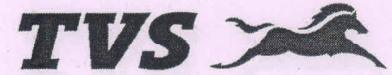


WHEREAS TVSM and DEI are jointly desirous of developing an industry supported program under BBM & Diploma in Automobile Engineering course and offer the same to deserving students.

TVSM and DEI have discussed with each other on several occasions and agreed to jointly work with each other on such terms and conditions mutually agreed upon in respect of offering designated program under BBM & Diploma in Automobile Engineering course at DEI venue.

This Memorandum of Understanding (MoU) between DEI and TVSM is signed with the objective of fostering resource development between the two institutions to promote academic and technological interactions.

1. DEI will continue to offer the UG/ Diploma /Certificate programmes according to the approvals accorded by the statutory bodies of the Institute in accordance to the guidelines issued by University Grants Commission (UGC) or All India Council for Technical Education (AICTE) or any other body of the Government from time to time recognizing the programmes of the Institute. However, some additional courses will be offered as electives so as to suit the requirements of TVSM in the area of Retail Marketing and Automobile Engineering. These courses are compulsory for the students selected under TVS programme and can be opted by other students also.
2. The selection of students, from among the students so opted for the program will be by a Panel of Selectors. The students' selection panel will comprise the representatives of TVSM and DEI. The selection criteria, process methodology, conditions for allotment of seats, selection mode, method, or any other matters not specified herein but are concerned with the course, curriculum, etc will be decided by the Panel of Selectors. TVSM will select 5-15 students every year under the Collaborative Education Programme (CEP).



3. Evaluation of the academic course and internship will be on a continuous basis throughout the program as per the autonomous scheme of DEI, and will be done by team comprising of representatives from TVSM also. This will involve review of current curriculum, teaching/learning process, as well as evaluation process. TVSM and DEI will have to devote considerable amount of time and put necessary efforts in this regard so as to make the course meaningful for achieving the desired results/purpose.
4. The expenses for completing the course right from the time of admission till the completion within the normal academic duration, such as admission fee, tuition fee, expenses for student's boarding and lodging, books and periodicals, examination fee, etc will be met by TVSM. The maximum cost to be incurred for each student selected in different programmes shall be mutually discussed and finalized between TVSM and DEI.
5. TVSM and DEI shall not use the logos of the other party to publicize this cooperation in respective promotional literature or in any other publicity material without specific written approval between TVSM and DEI.
6. TVSM will provide industry internships to the students as part of the course, supported by maximum of two faculty members of DEI. In this regard, the expenses such as travel, boarding and lodging, etc required for maximum of two DEI faculty members deputed for the internship who accompany the students, will be borne by TVSM. The maximum cost shall be mutually discussed and finalized between TVSM and DEI.
7. The Panel of Selectors can be the co-ordination committee. The committee will plan, coordinate and monitor the academic course as well as all related operational matters within the framework of academic regulations of DEI and the objectives of this MoU.
8. This MoU is to remain in force initially for five years from the date of signing. TVSM & DEI shall review the status of the Collaborative Education Programme at the end of each five year period to determine any modifications that might be necessary. The period of validity of this MoU may be extended by mutual consent.



9. Either TVSM or DEI may terminate this MoU with written notification signed by a designated official initiating termination. Such notification must be given at least six months in advance of the effective date of termination.
10. On successful completion of the programme under the TVSM scheme, student will be given employment in TVSM or its subsidiaries and will have to work for five years under the written agreement between the Student & TVSM.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS ON THE 9th
DAY OF AUGUST 2013 AT 11.30 AM

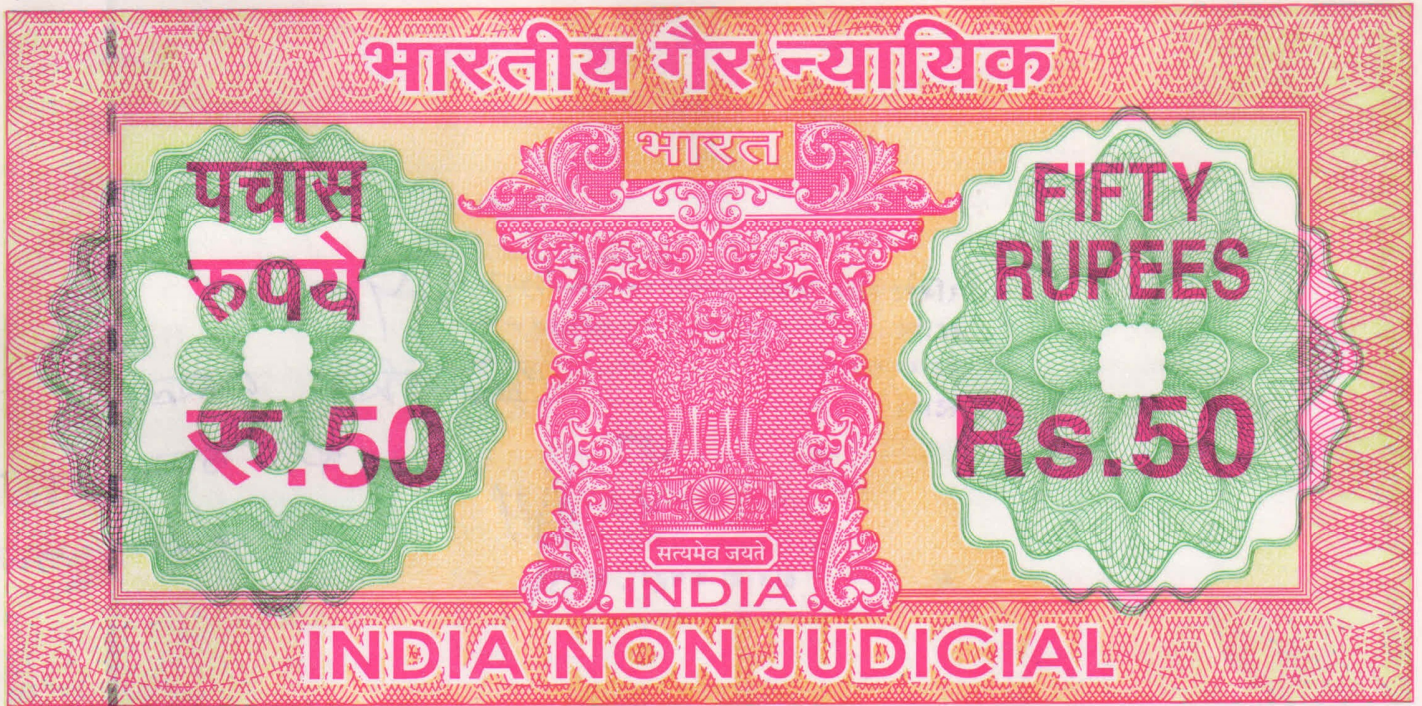
For and on behalf of Dayalbagh Educational Institute, Dayalbagh, Agra
(Prof. V. G. Das)

Director, DEI

In the presence of

For and on behalf of TVS MOTOR COMPANY LTD, Hosur
(V Kovaichelvan)
Senior Vice President HRD

In the presence of



उत्तर प्रदेश UTTAR PRADESH

AW 690518

TRIPARTITE MEMORANDUM OF UNDERSTANDING ENTERED AT AGRA

ON THE 2nd DAY OF MARCH 2014

BETWEEN

Dayalbagh Educational Institute (Deemed University), an educational institution established under Section 3 of the University Grants Commission (UGC) Act 1956 by the Government of India in the year 1981 and having its office at Dayalbagh, Agra -5 (hereinafter referred to as DEI).

AND

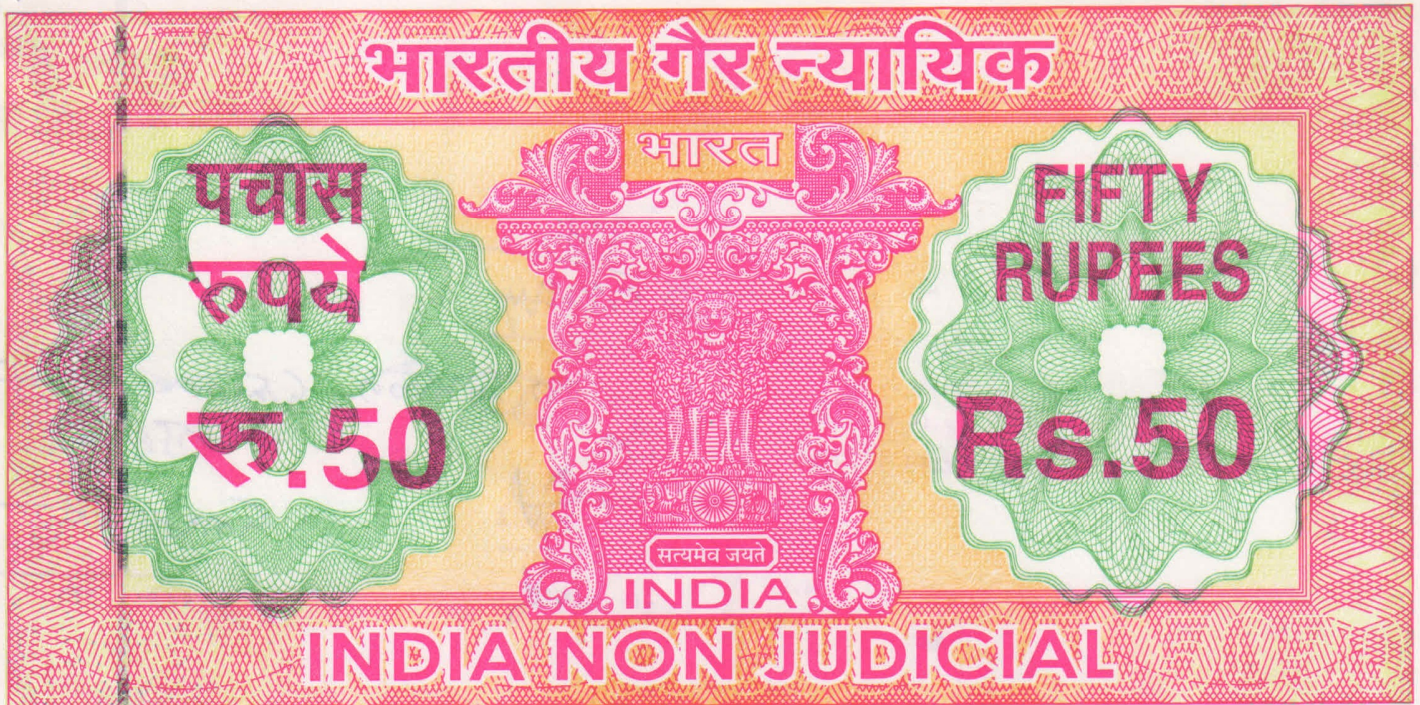
M/S Madhya Pradesh State Bamboo Mission, Forest Department, Govt. of M.P., registered as Society under MP Societies Registration Act 1973, having its registered office at Bhopal (hereinafter referred to as MPSBM).

AND

Centre for Green Building Material & Technology, Bengaluru, a trust incorporated under the Societies Registration Act, 1860 having its registered office at Aditigreescapes, Venkateshpura Sampigehalli Road, Dr. Shivramkaranth Nagar- IInd Stage, P.O. Bengaluru - 560 077, (hereinafter referred to as CGBMT).

The term DEI or MPSBM or CGBMT shall wherever they occur, mean and include all their legal representatives, assigns, successors, group companies, holding companies, affiliates, etc.

WHEREAS DEI, a renowned University in the country duly approved by Government of India, has been offering undergraduate, post graduate and doctoral programs in Engineering, Science, Management and Arts disciplines approved by UGC and All India Council for Technical Education (AICTE).



उत्तर प्रदेश UTTAR PRADESH

AW 690519

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WHEREAS MPSBM, is an organization in the state of Madhya Pradesh, engaged in the work of technology transfer of Application of Bamboo Technology and thereby provide employment to the unemployed people particularly from rural areas through various approved schemes/placement linked Training Programmes.

WHEREAS CGBMT, is an organization in India, engaged in the technology transfer of Application of Bamboo Technology and impart training in the sector etc. The Third Party is engaged in the activity of training the trainers

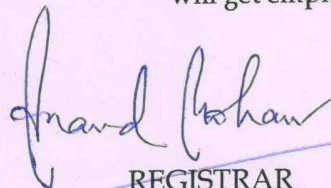
WHEREAS DEI, CGBMT and MPSBM are jointly desirous of developing Skill supported programs in the area of Bamboo Technology and offer the same to deserving students.

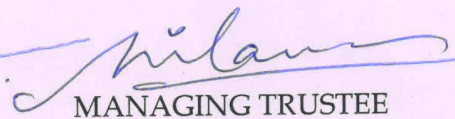
CGBMT and DEI have discussed with each other on several occasions and agreed to jointly work with each other on such terms and conditions mutually agreed upon in respect of offering designated program of different levels initially starting with a Modular Programme at some Study Centres of DEI including the main campus of DEI.

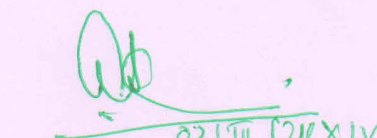
This Memorandum of Understanding (MoU) between DEI, MPSBM and CGBMT is signed with the objectives of fostering resource development between the three institutions to promote academic and technological interactions.

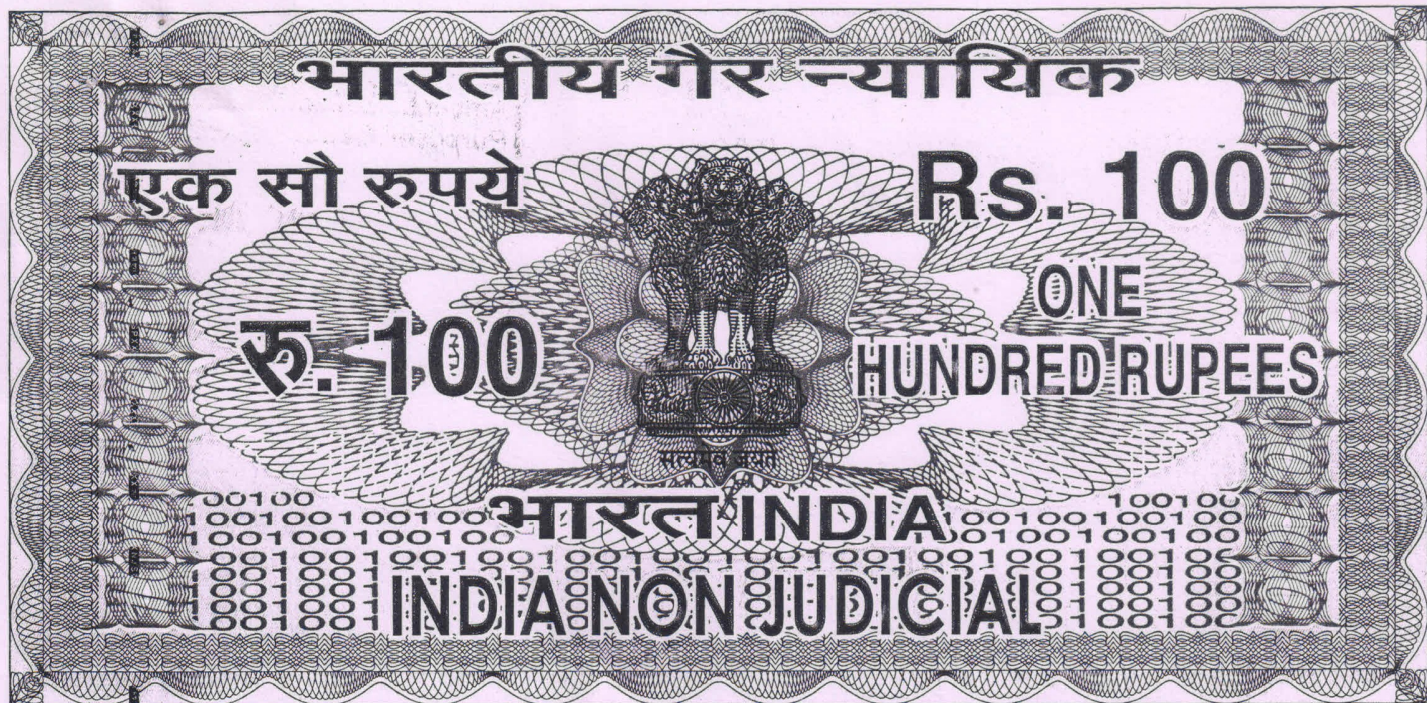
1. DEI will continue to offer the UG/ Diploma /Certificate programmes according to the approvals accorded by the statutory bodies of the Institute in accordance with the guidelines issued by University Grants Commission (UGC) or All India Council for Technical Education (AICTE) or any other body of the Government from time to time recognizing the programmes of the Institute.

2. The selection of students will be done by the DEI as per its norms & rules .
3. Evaluation of the academic course and internship will be on a continuous basis throughout the program as per the autonomous scheme of DEI, and if necessary will be done initially by team comprising of representatives from CGBMT also. This will involve review of current curriculum, teaching/learning process, as well as evaluation process. CGBMT and DEI will have to devote considerable amount of time and put necessary efforts in this regard so as to make the course meaningful for achieving the desired results/purpose.
4. CGBMT and DEI shall not use the logos of the other party to publicize this cooperation in respective promotional literature or in any other publicity material without specific written approval between CGBMT and DEI.
5. CGBMT will provide internships to the staff members of DEI including the staff members of its Study Centres as part of the MoU to enable DEI to start vocational and academic programmes in the area of Bamboo Technology in the different parts of the country. The training expenses excluding the boarding and lodging etc will be borne by CGBMT.
6. A joint co-ordination committee with two members from each party will plan, coordinate and monitor the academic or vocational courses as well as all related operational matters within the framework of academic regulations of DEI and the objectives of this MoU.
7. This MoU is to remain in force initially for five years from the date of signing. CGBMT, MPSBM & DEI shall review the status of the Collaborative Education Programme at the end of each five year period to determine any modifications that might be necessary. The period of validity of this MoU may be extended by mutual consent.
8. CGBMT or MPSBM or DEI may terminate this MoU with written notification signed by a designated official initiating termination. Such notification must be given at least twelve months in advance of the effective date of termination.
9. On successful completion of the programme under this MoU, the MPSBM will facilitate to provide employment opportunities to the students in the State Govt. or private sector and for this MPSBM may tie up with the Department of Technical Education, M.P. and/or National Bamboo Mission to avail of the Skill Development schemes of Central Govt. and other State Governments.
10. MPSBM or the authorized person deputed can monitor the progress of candidates who will get employment through MPSBM.


REGISTRAR
DEI


MANAGING TRUSTEE
CGBMT


MISSION DIRECTOR
M/s MP State Bamboo Mission, MP



हरियाणा HARYANA

P 614132

AGREEMENT

THIS AGREEMENT is made on 17 March, 2015, between

Mitsubishi Electric India Private Limited, a Company incorporated under companies act, 1956, having its Head Office at 2nd Floor, Tower A&B, DLF Cyber Greens, DLF Cyber City, DLF Phase-III, Gurgaon, Haryana-122002 and Registered Office at International Business Center, M-38/1, Middle Circle, Connaught Place, New Delhi-110001 (hereinafter referred to as **MEI** which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the one part.

AND


Dayalbagh Educational Institute, Agra - 282005 Uttar Pradesh (hereinafter referred to as **DEI** which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the other part;

The **MEI** and **DEI** shall be referred to herein either individually as a party or collectively as parties.

WHEREAS **MEI** has decided to initiate collaboration with educational institutes to spread awareness about automation amongst young Indian engineers and contribute to the Indian market through its products and technologies.



Contd.2.


Director
Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005

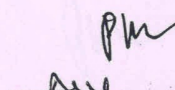
WHEREAS it is agreed between the parties that **MEI** will give Mitsubishi FA Training Equipment as per specifications and features given in Annexure 1 (hereinafter referred to as 'Equipment') to **DEI** for demonstration, learning & training purposes under the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **MEI** will supply the equipment with all accessories/attachments necessary for the functioning of the Training Equipment. The specification and scope of training equipment is given in Annexure 1.
2. **MEI** will provide necessary programming software for simulation / programming of training equipment. It is agreed that the software will be strictly used only for student training / demonstration within the premises of the **DEI**. The institute is not allowed to make copy or circulate this software without written consent from **MEI**.
3. **Confidentiality**
 - 3.1. Any and all provisions of this AGREEMENT shall be treated by both parties as confidential and will be disclosed to students, **DEI** designated staff and representatives of either party only on "need to know" basis and to the extent necessary for the performance of this AGREEMENT. **DEI** shall not disclose any of the provisions of this AGREEMENT to any third party without the prior written consent of **MEI**.
 - 3.2 **DEI** shall maintain confidential as above any and all business and technical Information furnished from **MEI** under this AGREEMENT (hereinafter referred to as ("Confidential Information")). **DEI** shall not, without the prior written consent of, in any manner whatsoever disclose or communicate to any third party any Confidential Information, and **MEI** shall exert its reasonable efforts to prevent the unauthorized disclosure, communication, or use of such Confidential Information.

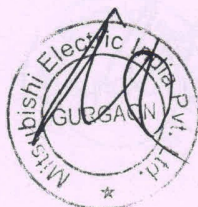


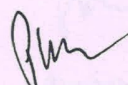
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Director
Dayalbagh Educational Institute
(Deemed University)
Deval Bagh, Agra-202 005

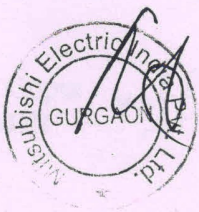
- 3.3 In the event that the disclosure of Confidential Information is required by court order, **DEI** shall promptly notify **MEI** of such court order in which disclosure is sought. In the event that it is unable to obtain a protective order or other portion of such Confidential Information that is legally required to disclose, provided, however, that it shall use its best efforts to ensure that such Confidential Information will be treated as confidential.
- 3.4 **DEI** shall use Confidential Information only for the purpose of this AGREEMENT. Upon the expiration of Term or termination of this AGREEMENT, or upon **MEI** request, whichever is sooner, **DEI** shall immediately cease all use of Confidential Information and shall, within two (2) weeks thereafter, return to **MEI** or destroy all Confidential Information in its possession subject to **MEI** instruction.
4. The value of the equipment is Rs. Eight lakh Twenty Three Thousand and Eight Hundred only (Rs 8, 23,800) for inventory/insurance purposes.
5. **DEI** will not make any payment to **MEI** for the training Equipment, it is understood that **MEI** has voluntarily come forward to place its Equipment at **DEI** to facilitate the institute for conducting training to the students.
6. The Equipment will be placed at **DEI** for three years. The dedicated space / section for Equipment will be provided and contribution will be displayed at respective equipment.
7. The Equipment will be delivered, installed and commissioned at **DEI** by **MEI**.
8. **MEI** will continue to retain full title to the equipment while it is at premises at **DEI**.
9. The operation, maintenance and upkeep of the equipment in good condition will be the responsibility of **DEI**.

Contd.4





Director
Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005

10. **DEI** will employ qualified staff to operate the equipment for training and demonstration purposes.
11. **DEI** will be responsible for the proper and safe operation of the equipment.
12. Any equipment failures will be set right by **MEI's** Servicing Department
13. This agreement is valid for a period of Three (3) years from the date of execution of this agreement. After completion of three years with **DEI**, the equipment will be returned to **MEI** in good working condition considering the standard technical depreciation which may take place during the period due to usage. However, **MEI** may consider extending the period/replacing it with different equipment for a further period by mutual agreement.
14. **DEI** acknowledges that this Agreement does not grant any right or title of ownership to **DEI** in **MEI's** intellectual property unless specifically provided in this Agreement. **DEI** shall not use **MEI's** or its affiliates' or Group Companies' Corporate name, trade-marks, emblems, specification, designs, models or logo without **MEI's** prior written consent. All or any intellectual property rights in the Software, products, design and or campaign shall subject to terms 3.1 and 3.2 above at all times remain the property of Mitsubishi Electric Group Companies and **DEI** shall have no claims on the same under any circumstances whatsoever and vice a versa.
15. Logos of **MEI** will be included on all programs handouts / catalogues where in this equipment is directly / indirectly utilized, acknowledging **MEI's** sponsorship of the facility, by **DEI**.
16. Contribution of the equipment will be acknowledged through display boards at the respective equipment by **DEI**.



Contd.5


Director
Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005

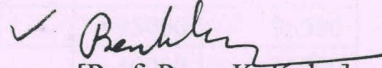
This agreement is based on mutual confidence and friendly co-operation. In case any dispute or difference arises, this shall be clarified and settled by means of personal negotiations between the respective Chairman/Managing Director/Director of the parties. In case this procedure is infructuous, any difference or dispute shall be settled by reference to two arbitrators, one to be appointed by each party to the dispute. All disputes shall be finally settled by Arbitration and Conciliation Act, 1996. The award shall be final and binding upon both the parties.

FORCE MAJEURE:

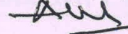
Neither **DEI**, nor **MEI** shall be liable for any damage or loss suffered by the other on account of the happening of any event which the said parties are unable to avoid and over which they have no control and which prevents the said parties from executing their Contractual obligations, such events being, but not limited to war, civil commotions, strikes, natural catastrophes, embargo, Acts of God, etc.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and the year first above written.

For Dayalbagh Educational Institute- Agra

✓ 
[Prof. Prem K. Kalra]

Director



Director

Dayalbagh Educational Institute

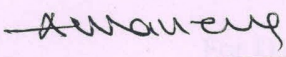
(Deemed University)

For Mitsubishi Electric India Private Limited
Dayal Bagh, Agra-202 005

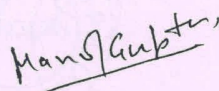


In the presence of:

1. Prof. Ajay Kumar Saxena
Dean, Faculty of Engineering, **DEI**



2. Mr. Manoj Gupta
Manager, **MEI**



Annexure 1 to the agreement between MEI and DEI dated 17 March, 2015

Specifications and features of QPLC & FX PLC Training Setup:

A Q PLC Training Set up

No.	Product name	Model	Quantity	Unit Price	Total
1	Universal model QCPU	Q03UDECPU	1	84700	84700
2	Main base unit	Q38B	1	17600	17600
3	Power supply module	Q61P	1	14200	14200
4	CC-Link system master / local module	QJ61BT11N	1	24800	24800
5	DC input module	QX81	1	26700	26700
6	Transistor output module	QY41P	1	21400	21400
7	Analog-digital converter module	Q64AD	1	31400	31400
8	Digital-analog converter module	Q64DAN	1	60700	60700
9	High speed counter module	QD62	1	48700	48700
10	Manual Pulse Generator (Encoder)	MR-HDP01	1	14500	14500
11	40 Pin Connector	A6CON1	2	1400	2800
12	Remote Input Module, 8 point	AJ65SBTB1-8D	1	12600	12600
13	Remote Output Module, 8 point	AJ65SBTB1-8T	1	12600	12600
14	CC-Lin Cable (meter)	FANC110SBH	2	400	800
15	I/O simulator		1	50000	50000
Total Kit Cost					4,23,500

B FX PLC Training Setup

No.	Product name	Model	Quantity	Unit Price	Total
1	FX3G series PLC with 40 I/O	FX3GE- 40MR/ES	1	57000	57000
2	GT14 series HMI	GT1455-QTBDE	1	95000	95000
3	I/O simulator		1	40000	40000
Total Kit Cost					1,92,000

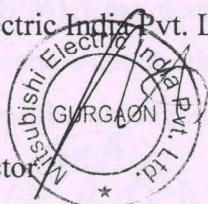
C Mitsubishi FA Training Equipment

No	Name of Kit	Quantity	Unit Price	Total
1	Q PLC Training Setup as per A	1	423500	423500
2	FX PLC training Setup as per B	1	192000	192000
3	IQ Platform Programming Software	1	208300	208300
Grand Total of Complete offer				8,23,800

(In words Rs. Eight Lakh Twenty Three Thousand , Eight Hundred only)

For Mitsubishi Electric India Pvt. Ltd.

[Makoto Kitai]
Managing Director



For Dayalbagh Educational Institute

[Prem K Kalra] Director

Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005



उत्तर प्रदेश UTTAR PRADESH

CP 752018



CONTRACT

THIS AGREEMENT is made on this.....Day of Monthin the
Christian era 2015.

BETWEEN

Uttar Pradesh Skill Development Society represented
through.....

(Hereinafter called the "Client / Authority") which expression shall unless repugnant to the
context thereof shall mean and include its administrator, successor in office, representative,
assigns, of the **First part**,

And

The Training Provider DAYALBAGH EDUCATIONAL INSTITUTE
represented (Hereinafter called the "Government Training Partner" or the
"GTP") which expression shall unless repugnant to the context thereof shall mean and
include its successors, heirs, assigns, representative of the **Second part**.

WHEREAS

The Department of Vocational Education and Skill Development, Govt. of Uttar Pradesh

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through the Uttar Pradesh Skill Development Society has launched the Uttar Pradesh Skill Development Mission (hereinafter referred to as "UPSDM") to provide an opportunity to the youth for skill training based on their aptitude and skill level.

And whereas the Government Training Partner (GTP) has been empanelled through process detailed in circular No. 457/TPC/KBM/2014, dated 12 July, 2014 for the aforesaid training in the State of Uttar Pradesh and a time bound target has also been determined.

NOW THIS AGREEMENT is entered by and between the parties hereto for imparting employment oriented successful training to the youth of Uttar Pradesh on the terms, conditions and stipulations as set forth hereunder:

The GTP has been empanelled for imparting training on the instruction of the Uttar Pradesh Skill Development Society for the period ending March 31, 2017, subject to fulfilment of the terms and conditions of this Agreement. The scope of work and other responsibilities of the GTP as described GTP Circular which forms part of this Agreement is unconditionally acceptable to the GTP.

II. General Conditions of Contract

1. General Provisions

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.

(b) "Government Training Partner" or "GTP" means such Government of India or State Govt. of Uttar Pradesh training institutions which:

1- Are established, controlled and funded by Government.

Or

Self-Governing Institution established by government and fully or partially funded by government

Or

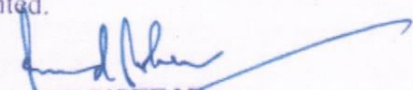
Institutions established, controlled and financed by Government Public Sector Enterprises

And

2- Are in existence since minimum last three financial years and have conducted training of minimum 200 candidates in past two financial years.

And

3- Institutions with their own establishment and training capacity within Uttar Pradesh wherein vocational training approved under UPSDM can be successfully implemented.


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DAYALBAGH, AGRA-282005


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(c) "Contract/ Agreement" means the Contract signed by the Parties and all the attached documents

(d) "Day" means calendar day.

(e) "Effective Date" means the date on which this Contract comes into force and effect.

(f) "Client / Authority" means the Uttar Pradesh Skill Development Society (UPSDS) that has entered into the contract with the GTP.

(g) "GC" means the General Conditions of Contract.

(h) "Government" means the Government of Uttar Pradesh.

(i) "Party" means the "Authority / Client" being the First Party or the "Government Training Partner" being the Second Party, as the case may be, and "Parties" means both of them.

(j) "Services" means the work to be performed by the Government Training Partner pursuant to this Contract, as described in Appendix A hereto.

(k) "Third Party" means any person or entity other than the "Client / Authority" or the "Government Training Partner"

(l) "In writing" means communicated in written form with proof of receipt.

(m) "Empanelment" means the signing of the Contract between the "Client / Authority" and the "Government Training Partner".

(n) "Programme" means Skill Development Programme of the State of Uttar Pradesh that shall be managed by the "Client / Authority".

(o) Circular No. 457/TPC/KBM/2014, dated 12 July, 2014 forms an integral part of this Agreement.

1.2. Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client / Authority and the GTP. The GTP, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4. Notices:

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the

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address specified in the Contract.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Contract.

1.5. Location: The Services shall be performed in the State of Uttar Pradesh, at such locations as are specified in **Annexure A of this Agreement** and, where the location of a particular task is not so specified, at such locations, as the Client / Authority may approve.

1.6. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client / Authority or the GTP may be taken or executed by the officials as specified hereunder:

- Mission Director of UPSDM for the First Party
- Official in whose name **Authorised Representative** has been entrusted by the Second Party (as submitted in the proposal)

1.7. Taxes and Duties:

1.7.1 The GTP shall be responsible for meeting all tax liabilities arising out of the Contract.

1.7.2 The income tax etc., if applicable, shall be deducted at source from the payment to the GTP as per the law in force at the time of execution of contract.

1.8. Fraud and Corruption

1.8.1 Definitions: It is the Client / Authority's policy to require that Client / Authority as well as GTP to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client / Authority define, for the purpose of this provision, the terms set forth here in below:-

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (iv) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organisations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of a contract.

1.8.2 Measures to be taken by the Client / Authority

(a) The Client / Authority may terminate the contract if it determines at any time that representatives of the GTP were engaged in corrupt, fraudulent, coercive or restrictive practices during the selection process or during the execution of the contract, without the GTP having taken timely and appropriate action satisfactory to the Client / Authority to remedy the situation;

(b) The Client / Authority may also sanction an order against the GTP, including declaring the GTP ineligible, either indefinitely or for a stated period of time, if it at any time it is


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determined that the GTP has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing, an Client / Authority-financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of signing of this agreement.

2.2. Termination of Contract: Termination of the Contract will be in compliance to Clause 2.9 hereof.

2.3. Commencement of Services: The GTP shall commence the Services not later than ten (10) days from signing the Contract by both the parties.

2.4. Expiration of Contract: Unless terminated earlier pursuant to Clause 2.9 of this Section hereof, this Contract shall expire on the 31st of March 2017.

2.5. Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6. Modifications or Variations: (a) Client/Authority can modify terms and conditions of this Contract subject to mutual agreement between the Parties to account for GoI / GoUP stance on various schemes being covered under the Mission, (b) Any modification or variation of the terms and conditions of this Contract not covered under the (a) above, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 6.2 of this Section hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Client / Authority is required.

2.7. Force Majeure

2.7.1. Definition—(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor (ii) any event which a diligent

Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

d) The Client / Authority will decide the eventuality of Force Majeure which will be binding on both the parties.

2.7.2. No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken:(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of Time: Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments: No payment shall be made during the period of GTP's inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure.

2.7.6. Consultation: Not later than thirty (30) days after the GTP has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension: The Client / Authority may, by written notice of suspension to the GTP, without any obligation (financial or otherwise) suspend all the payments to the GTP hereunder if the GTP shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension:

(a) shall specify the nature of the breach or failure, and

(b) shall provide an opportunity to the GTP to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the GTP of such notice of suspension. The above action will be taken by Client after appropriate approvals.

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DAYALBAGH, AGRA-282005

2.9. Termination of the Agreement

2.9.1. Termination for Default: The Client / Authority may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the GTP, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the GTP to rectify the breach):

(a) The agreement may be terminated if it is discovered at any stage that the GTP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.

(b) If the GTP, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.

(c) If the GTP commits breach of any condition of the Agreement.

(d) If the GTP is de-empanelled at any stage during the course of the Agreement.

2.9.2. Termination for Insolvency: The Client / Authority may at any time terminate the Agreement by giving a written notice of at least 30 days to the GTP, if the GTP becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the GTP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

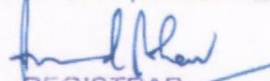
2.9.3 Termination for Convenience –The Client / Authority, by a written notice of at least 30 days sent to the GTP, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the Client's convenience, the extent to which performance of the GTP under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the GTP may be appropriately compensated for the loss incurred by the Agreement, if any, due to such termination.

2.9.4. Limitation of Liability - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The GTP shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

2.9.5. Termination by the Client - The Client / Authority may, by not less than thirty (30) days' written notice of termination to the GTP, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

(a) the GTP fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt

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of such notice of suspension or within such further period as the Client / Authority may have subsequently granted in writing;

(b) the GTP becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the GTP fails to comply with any final decision reached as a result of arbitration proceedings;

(d) the GTP fails to comply to the decisions of the Client;

(e) the GTP submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the GTP knows to be false;

(f) any document, information, data or statement submitted by the GTP in its Proposals, based on which the GTP was considered eligible or successful, is found to be false, incorrect or misleading; or

(g) as the result of Force Majeure, the GTP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.9.6. Termination by the GTP - The GTP may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

(a) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the GTP may have subsequently agreed to in writing) following the receipt by the Client of the GTP's notice specifying such breach; the GTP becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

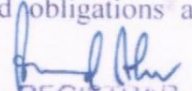
(b) as the result of Force Majeure, the GTP is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(c) the Client fails to comply with any final decision reached as a result of arbitration.

2.9.7. Payment upon Termination - Upon termination of the Agreement, no payment shall be made by the Client to the GTP.

2.9.8 Cessation of Rights and Obligations and Services: Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

a) such rights and obligations as may have accrued on the date of termination or expiration.


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- b) the obligation of confidentiality, the GTP's obligation to permit inspection, copying and auditing of its accounts and records by UPSDS

Upon termination of this Agreement by notice of either Party to the other Party, the GTP shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

3. OBLIGATIONS OF THE GTP

3.1 General

3.1.1 Standard of Performance: The GTP shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

The GTP shall always act, in respect of any matter relating to this Contract or to the Services to the Client / Authority, and shall at all-time support and safeguard the Client / Authority's legitimate interests in any dealings with Third Parties.

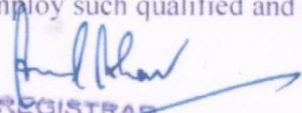
3.2. Conflict of Interests: The GTP shall hold the Client / Authority's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the GTP shall promptly disclose the same to the Client / Authority and seek its instructions.

3.3. Confidentiality: Except with the prior written consent of the Client / Authority, the GTP and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the GTP and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4. Accounting, Inspection and Auditing: The GTP (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant funds received from the Client / Authority, and payments made to its staff, and other costs; and (ii) shall periodically permit the Client / Authority or its designated representative and/or the Client / Authority, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client / Authority or the Client / Authority, if so required by the Client / Authority itself as the case may be.

4. GTP's PERSONNEL

4.1. General: The GTP shall employ such qualified and experienced Personnel as required to carry out the Services.


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4.2. Description of Personnel: Trainers shall have a minimum of ITI education with two years of industry experience or should have completed ITI/CTI for imparting training in Technical courses and shall have a Graduate degree or Diploma, with relevant experience in the trade in which he / she will impart training in for non-technical courses.

5. OBLIGATIONS OF THE CLIENT / AUTHORITY

5.1. Launch support for the Programme on a best effort basis:

(a) A state-wide campaign was launched by UPSDM on January 1, 2014.

(b) The online registration was opened on Jan 10, 2014.

5.2. Timely Monitoring & Evaluation of the GTP Performance.

5.3. Disbursal of payment within a period of 15 days on submission of invoice unless a discrepancy is detected.

6. FAIRNESS AND GOOD FAITH

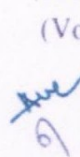
6.1. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

7. SETTLEMENT OF DISPUTES

7.1. Performance of the contract is governed by the terms & conditions of the contract, in case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for arbitration.

7.2. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client/Authority and the GTP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the sole arbitrator – Principal Secretary (Vocational Education and Skill Development), Govt. of UP. The Arbitration and


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Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

7.3. Arbitration proceedings/ any other legal proceedings shall be held in Lucknow and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English/Hindi.

7.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

7.5 The limitation period for referring the dispute to the Arbitrator will be 30 days.

III. Description of Services

1. The Client / Authority has been established in 2013 to carry forward the skill development initiatives in the state in a coordinated manner.

2. The Client / Authority plans to train following number of candidates over the next three years:

Financial Year	Target
2014-15	5.92 Lakhs
2015-16	8.00 Lakhs
2016-17	9.26 Lakhs
TOTAL	23.18 Lakhs

3. Architecture and Strategy for Programme Implementation

The Programme would target to train and gainfully employ 23.18 lakh candidates over the next three years. Since, the number is too large to be catered through existing institutional setup/ resources; UPSDM has formulated a four-pronged strategy for programme implementation:

(a) The bulk of the target is expected to be met through large private training providers who would open their centres till the tehsil level

(b) Small and Niche training providers may be empanelled at a later stage for training in different sectors within their district of operations.

(c) Government VTPs may be engaged to train a portion of the candidates through process detailed in circular No. 487/PC/KBM/2014, dated 12 July, 2014

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(d) Industry Bodies with large captive requirements may be engaged by Client / Authority through flexi-MOUs.

4. The GTP would be responsible for candidate mobilization, training, placement and post placement tracking under the overall supervision of Client / Authority.

4.1. Client / Authority shall continually monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Programme Monitoring and Evaluation shall be completed through an online Management Information System (MIS) that would be designed, developed and deployed by the Client / Authority.

4.2. The GTP shall not receive any income in connection with the engagement except as provided for in the Agreement unless specifically authorized by the Client/ Authority. The GTP shall not engage in training activities that conflict with the interest of the Client / Authority under the Agreement.

4.3. The GTP shall not take any fees from the candidates under any pretext for the training being conducted under the UP Skill Development Programme.

5. The GTP shall not try to influence the third party assessment in any way whatsoever, and shall duly inform the Client in advance in case an assigned Assessor had a prior beneficial relationship with the GTP.

6. Subcontracting or Franchising

6.1. GTP shall not subcontract the conduct of training.

6.2. GTP shall not operate the training centres via a franchisee arrangement.

IV. Scope of Work

The scope of work to be undertaken by the empanelled private training providers would be as below:

1. Mobilization, Pre-Counselling and Registration of eligible candidates

1.1. Awareness creation in the districts in which it has been empanelled

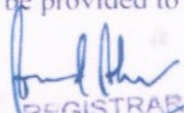
1.2. Candidate Pre-Counselling: Counselling job seekers for their training needs, career options and career planning

1.3. Listing out the type and categories of jobs and mapping them with available modules

1.4. Counselling the candidate and his parents on the available job opportunities/ training locations and set their expectations on jobs, relocation requirements and compensation.

1.5. The above data shall be provided to Client / Authority for display on its website.

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1.6. The eligible candidates are registered online through a portal to be developed by the Client / Authority. The portal is available online since Jan 10, 2014. The Second Party shall collect copies of the documents at the time of enrolment and match them with the originals.

1.7. Candidates registered by a GTP shall be allocated to that GTP during batch formation as far as possible.

2. Course and Curriculum Design for the modules in which it is imparting training as per the National Occupational Standards (NOSs) of National Skill Development Corporation (NSDC) wherever they are available or as per the syllabus outlines notified by the Client / Authority before the commencement of the training. In case of MES based courses MES syllabus has to be followed.

3. Training

3.1. Assignment of trainers to the batches.

3.2. The GTP would need to put in biometric attendance system for tracking the attendance of the trainers and the trainees. The reporting of Biometric Attendance to the Client / Authority would be as per the format specified by the Client / Authority.

3.3. Ensuring adequate coverage of the topics specific to the requirements of the module. Assessment would be based on NOSs/Qualification Packs wherever they are available. Where no suitable NOSs exist, assessment would be based on MES syllabus outlines.

3.4. Video coverage of a minimum of 10 hours per batch for each of the batches split uniformly across the duration of the training.

3.5. Depending on the sector, practical on-job training up to a maximum of 20% duration may be allowed. The same shall be communicated to the Second Party before the commencement of the training.

3.6 The GTP shall place a banner in front of the centre with the logo of the Client prominently displayed

3.7 The GTP shall put the logo of the Client and key messages/taglines on all advertisement materials as per the specifications given by the Client.

4. Placement of Candidates

5. Post-placement counselling and tracking of candidates for a period of 12 months after completion of training.

V. Key Terms of the Agreement

1. Process Guidelines & Circulars: The GTP shall follow the process guidelines as notified by the Client / Authority from time to time for conduct of any of the activities outlined in this

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section. GTP shall also follow circulars issued by UPSDM from time to time. In case of conflict between the two, circular shall have an overriding effect over Process Guidelines.

2. Sectors, Modules and Fees Structure

2.1 GTP has been allotted..... sectors (nos.), viz.,
(names coma separated) from the 38 sectors approved by UPSDM as on 23rd September, 2014.

2.2 There are 243 courses across the 38 sectors and soft skills component has been added to each course. Every course module includes the core skills and the soft skills. For MES courses, 100 hours of soft skill component shall be included on the basis of SS 101. For MES based course there shall be two assessments, one for the core skill and other for the soft skill. In case of QP NoS based courses there shall not be separate assessment of soft skills.

2.3 The Client / Authority shall notify the syllabus outlines/NOSs of the core skills component before the commencement of training.

2.4 GTPs shall share the course content with UPSDM before initiating training.

3. Selection of Districts

3.1. The GTP is running its training centre in.....(nos.) districts and is committed to open centres in the (no. of tehsils) tehsils in these districts. The list of the districts, respective tehsils, and sectors allotted has been provided as Annexure B

3.2. The locations and timeline for opening the centres is mentioned in the Annexure A to this Agreement.

3.3. The list of sectors that the GTP shall start within these centres is mentioned in Annexure B (as per the availability of sectors) to this Agreement.

4. Assessment & Certification

4.1. Each candidate has to be assessed and certified as per the mechanism laid down by the Client / Authority. The certification shall be done by NCVT /SSC/ Recognized Industry Associations.

4.2.A candidate should have a minimum of 80% attendance to be eligible to appear for assessment.

4.3. In case a candidate fails to appear for assessment after information has been shared with either SSCs in case of QPNOS based courses or with RDAT in case of MES based courses, the cost of assessment shall be borne by GTP.

5. Placement criteria:

5.1. Any employment that provides a fixed wage/remuneration or a contractual agreement of minimum 1 year duration that specifies wage pay-outs dependent on piece-meal work basis

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shall be treated as placement subject to the fulfilment of conditions as outlined in 5.2 and 5.3 hereunder.

5.2. For a candidate to be considered as placed, his / her remuneration should not be below the minimum wages of the state in which he / she has been placed, Or, Rs. 6,000 per month whichever is less.

5.3. It must be ensured that the sector of placement is in sync with the area of training. For instance, a welder has to be placed in an industrial job.

Category	Sector	Training Cost (INR/hour)
Category A (18 sectors)	Agriculture, Automotive, Construction, Electrical, Electronics, Fabrication, Food Processing & Preservation, Garment Making, Leather & Sports Goods, Healthcare, Paint, Plastic Processing, Process Instrumentation, Production & Manufacturing, Refrigeration and Air Conditioning, Renewable Energy, Traditional Art (Gems and Jewellery), Textile, Fragrance Flavour & Perfumes, Telecom, Woodwork, Spa & Wellness, Sericulture	30

6. Training Fees and Incentives

6.1. Training fees shall be paid on a per hour basis per candidate as per the structure outlined hereunder:


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Category B (9 sectors)	Beauty Culture & Hair Dressing, Carpet, Fashion Design, ICT, Printing, Security, Toy Making, Courier & Logistics, Travel & Tourism, Sericulture	27
Category C* (6 sectors)	Hospitality, Banking & Accounting, Business & Commerce, Retail, Insurance, Material Management, Soft Skills	24

The training fees for the remaining period of the Agreement may be revised on an annual basis by the Client / Authority.

6.2. A placement incentive shall be paid to the GTP for each placed candidate as per the below terms subject to the achievement of a minimum of 60% placement (60% of the batch size):

- Above 75% placement: Rs. 3,000 per candidate
- Between 60% - 75% placement: Rs. 1,200 per candidate

6.3. The placement incentive shall be paid to the GTP after a candidate has completed twelve months in employment. Salary slips from the employers for three months (first, any of the in between months and twelfth month) would be required.

6.4 In addition to the above incentive, every candidate who has been placed shall be entitled to a placement support of Rs. 2,000. The amount shall be directly credited to the bank account of the candidate immediately after placement.

For BPL candidates the post-placement support shall be provided as per the following norms:

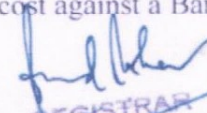
- ▶ Within District: Rs.1000 per month for *two* months for each candidate
- ▶ Within State: Rs.1000 per month for *three* months for each candidate
- ▶ Outside State: Rs.1000 per month for *six* months for each candidate

6.5 The GTP authorizes the Client / Authority to conduct a random audit of a representative sample of 5% of the placed candidates in a quarter. Any material discrepancy between the claims and the audit findings shall result in penalty (50-200% of the incentives claimed in the quarter) and may result in termination of the Agreement.

7. Payment Terms

7.1. Training fees payments would be in three instalments:

- a. 1st Instalment: at the commencement of the training – Up to 40% of the training cost against a Bank Guarantee.


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b. 2nd Instalment: Post certification/assessment –90% of the training cost would be released only for the candidates who have successfully cleared the assessment (advance taken against Bank Guarantee shall be adjusted). The GTP can enroll the candidates failing the assessment for repeat training in that module or for training in some other module. However, the assessment cost of such a candidate shall be borne by the GTP in such a case.

c. 3rd Instalment: Post 3-months of placement - 10% of the training cost shall be paid on achievement of the placements target. The target would be placement of 60% batch size (satisfying the placement criteria as mentioned in Clause V 5 of this contract document). Salary slips for three months need to be submitted. For commissions/payment against piece-meal work, monthly income statements for three months along with a copy of the contractual arrangement of minimum 12-month period need to be furnished.

7.2. The payments shall be released within 15 days of the submission of invoice unless a discrepancy is detected.

8. Repeat Enrolment

8.1. A candidate who had previously enrolled for training can be enrolled again only once regardless of whether he / she completed the previous training. The assessment fees for such a candidate, not exceeding Rs.1500, would have to be borne by the GTP if he/ she appeared for the assessment but did not clear the assessment during his/ her previous training.

8.2. Such training could be within the same sector or in a different sector.

9. Deliverables and Timelines

9.1. Training and Assessment: The annual target with respect to this shall be..... (max. 500) candidates

9.2. Employment Generation: Number of candidates who get placed. The Target with respect to this deliverable is..... (60% of the training target as outlined in 9.2 above) candidates.

9.3. The targets with respect to the subsequent years during the period of the Agreement shall be fixed based on mutual agreement between the parties subject to a maximum training target of 500 candidates.

10. Specific Targets

10.1. The following specific targets are fixed for the GTP for FY2015-16:



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- Minimum proportion of women to be covered:..... % {20-40% of the training target as outlined in 9.2 (to be decided based on sectors in which the GTP has been empanelled)}
- Minimum proportion of SC/ST to be covered:..... % {15-40% of the training target as outlined in 9.2 (depending on districts in which the GTP has been empanelled)}
- Minimum proportion of minorities to be covered:..... % {5-40% of the training target as outlined in 9.2 (depending on districts in which the GTP has been empanelled)}
- Minimum proportion of BPL to be covered: % {30-50% of the training target as outlined in 9.2 (depending on the districts in which the GTP has been empanelled.)}
- Minimum number of candidates to be covered from the households of Building and Other Construction Workers:..... candidates
- Attendance of the trainees: 80%
- Attendance of the trainers: Trainers to remain present for 85% of the days for every batch.
- Assessment of Trainees: The Assessment of trainees has to be carried out within 7 days of completion of Training
- Trainee Pass Rate (based on 3rd Party Assessment): Over 70% of the batch (counted on batch size) shall pass the assessment in the first year FY2015-16. The target for assessment pass rate shall be 75% in the subsequent years during the period of the engagement.
- Placement Rate: At least 60% of the Batch Size.

10.2. The specific targets in relation to the subsequent years shall be fixed at the start of the year based on mutual agreement between both the parties subject to these targets being in the range as specified in Clause 10.1 of this Section.

11. Batch Size

11.1 GTP can create batches on IT system only for centres and sectors that have been approved by SPMU.

While creating a draft batch, GTP would define batch details such as District, tehsil, sector, course and batch-type (SDI or non-SDI).

Next, GTP would assign candidates to this batch; verify (ID, Age and address proof) of each candidate. Each candidate would be mapped to a scheme by GTP. This draft batch would then be submitted for DPM validation.

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DPMU-user would view batches of his district that have come for validation. DPMU can either approve/reject/send the batch back to GTP. Batches that are approved by DPMU would then go for final approval of SPMU.

SPMU can either approve/reject/send the batch back to GTP. GTP would then assign trainers, (SDI TBNs), Batch-timings and start-end dates for approved batches followed by uploading of attendance csv files.

Candidates from batches that have been rejected by SPMU/DPMU would be released by system so that they can be added in further batches.

Number of candidates in a batch that has been approved both by DPMU and SPMU shall be considered as the batch size.

11.2 The maximum batch size allowed is 27 (26 for SDI batches) and minimum batch size is 15.

12. Performance Review

12.1. The first Performance Review shall be scheduled nine months from the date of signing of the Agreement. The subsequent Performance Reviews shall be conducted every six months from thereon.

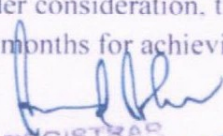
12.2. Performance of GTP shall be reviewed against the target on a set of quantitative and qualitative parameters as listed below:

- Target Achievement of training: Training Completed/Annual Target
- Assessment Success Rate: Number of trainees who pass the assessment / Sum of Batch Sizes of the batches being considered
- Placement Rate: Number of trainees who are placed in batches being considered / Sum of Batch Size of the batches being considered
- Attendance of trainees: Average attendance of trainees
- Attendance of trainers: Average attendance of trainers

12.3. Performance of the GTP in terms of training target achievement and placement rate shall be evaluated for each of the districts where the GTP is empanelled. The GTP may be penalized for poor performance on a case by case basis.

12.4. The penalty as per Clause 12.3 shall be applied unless waived off by the Client / Authority.

12.5. If the GTP fails to train less than 20% of the annual target for training during the six-month period under consideration, the GTP shall be asked to submit a detailed action plan for the following six months for achieving the annual target.


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12.6. The consolidated performance of the GTP considering all the districts in which it has been empanelled shall be marked on a weighted scale as specified below:

Criteria (Target Achievement with respect to)	Weight
Training (Target: 50%)	30
Assessment Success Rate (Target: 70% for first year, 75% for 2 nd and 3 rd year)	20
Placement Rate (Target: 60%)	20
Attendance of Trainees (Target: 75%)	15
Attendance of Trainers (Target: 85%)	15
TOTAL	100

Based on the score thus obtained, a GTP would be put in one of the four categories:

Score	Category
≥ 80	High Performing
60 – 80	Satisfactory
40 – 60	Needs Improvement
< 40	On probation

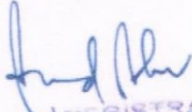
The GTP in the "On Probation" category who fails to move up a category within six months shall be de-empanelled. The GTP in the category "Needs Improvement" who fails to move up a category within a year shall be de-empanelled.

VI. Mutual Rights and Obligations

The mutual rights and obligations of the Client / Authority and the GTP shall be as set forth in the Contract, in particular:

- The GTP shall carry out and complete the Services in accordance with the provisions of the Contract; and
- The Client / Authority shall make payments to the GTP in accordance with the provisions of the Contract.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by --

For and on behalf of U.P. Skill Development Society

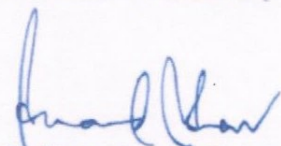
[Authorized Representative]

(Witnesses)

(i)

(ii)

For and on behalf of [DAYALBAGH EDUCATIONAL INSTITUTE]



Professor Anand Mohan

Registrar
DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-282005

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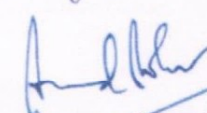
registrar.dei@gmail.com, deidirector@gmail.com

[Authorized Representative]

In presence of (Witnesses)

(i) Soami P. Satsangee Soami P. Satsangee

(ii) Dr. Rahul Swarup Sharma




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Annexure-A

Centre Location and Timeline

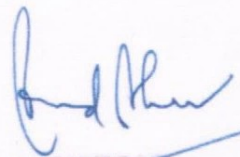
S.No.	District	Tehsil	Address	Centre Opening Date (DD/MM/YYYY)
1.	AGRA		DAYALBAGH EDUCATIONAL INSTITUTE, DAYALBAGH, AGRA - 282005	


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Annexure-B

S.No.	District	District wise Target	Tehsil	Sector/s	Course Code/s
	AGRA			Automotive	11
	AGRA			Electronics	372
	AGRA			Food Processing & Preservation	334
	AGRA			Garment Making	442
	AGRA			Garment Making	441
	AGRA			Garment Making	453
	AGRA			Garment Making	467
	AGRA			Garment Making	362
	AGRA			Garment Making	363
	AGRA			Garment Making	364
	AGRA			Garment Making	382
	AGRA			Garment Making	462
	AGRA			Plastic Processing	456
	AGRA			Refrigeration & Air Conditioning	309
	AGRA			Textile	358
	AGRA			Textile	353
	AGRA			Renewable Energy	339
	AGRA			Renewable Energy	340


 REGISTRAR
 DAYALBAGH EDUCATIONAL INSTITUTE
 DAYALBAGH, AGRA-202005


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MOU

DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY)
DAYALBAGH
AGRA - 282 110, (INDIA)

Phone: 0562-2801545, Fax: 0562-2801226
E-mail : dbei@sancharnet.in Telegram: DAYALINST, AGRA
<http://www.dei.ac.in>

August 8, 2015

To,
The Mission Director,
Uttar Pradesh Skill Development Mission (UPSDM)
Government I T I Campus,
Aliganj
Lucknow-226024

Subject: **Dayalbagh Educational Institute empanel with UPSDM as GTP**

Reference: Application dated March 12, 2015 and Your Mail dated 21-05-2015

Dear Madam,

Please find enclosed Duly Signed Agreement for empanel of Dayalbagh Educational Institute as GTP with UPSDM.

In our University admission process is already being started for all other courses. Therefore, if early empanelment process is being accomplished, we will be able to admit the students for various skill development courses during this session.

Thanking you and ensuring best of the services.

We remain,

Yours Sincerely,

Professor Anand Mohan

Registrar

Dayalbagh Educational Institute,
AGRA - 282005 UTTAR PRADESH



Oasis Fabrications

AN ISO-9001-2008 CERTIFIED COMPANY

Mfrs. & Fabricators of : S.S. ENGINEERING & RAILWAY COMPONENTS

Specialists in : Bio-Toilet Systems



MEMORANDUM OF UNDERSTANDING

Dayalbagh Educational Institute (www.dei.ac.in), Dayalbagh, Agra, a Deemed University is engaged in providing Low Cost Value Based Quality Education, has its Information Communication Technology Centre (ICT) at Amritsar/Technical College Dayalbagh, Agra, hereafter called as First Party. Subsequently four other centres at Timarni, Bangalore, M.T.V. Puram & Murar will also be opened.

Oasis Fabrications, a company incorporated under provisions of Small & Medium Industries (SME) having its office registered as Jaroda Gate, Jagadhri 135003, Haryana, is engaged in manufacture of Stainless Steel Equipment For Indian Railways & Bio Toilets hereafter referred to as SECOND PARTY.

This MoU is under the CSR (Corporate Social Responsibility) project initiative of Second Party and First Party aiming at imparting the most relevant Vocational Education. The sole purpose of this MoU is to develop a symbiotic educational partnership between the parties to support the deserving students of marginalized sections of society for avenues of technical education and employment in Industrial Sector.

1.0 Certificate Course:

Course for Industrial Fabrication/Plumbing (Practical & Theoretical Knowledge about Sheet Bending, Drilling, Threading, TIG & ARC Welding, Sheet Rolling & Plumbing Training) will be conducted at ICT Centre, Amritsar. Contents of course will be detailed and finalized jointly by the Parties on Annual basis.

2.0 Role and Responsibilities:

- 2.1 Space of about 40 Feet x 40 Feet covered, for conducting Course at ICT Centre, Amritsar will be provided by the First Party.
- 2.2 Screening, admission and Enrolment of Students will be done by the First Party.
- 2.3 All the necessary procedural formalities relating to approval of vocational certificate course from the competent bodies of the institute, will be completed by the first party so that students may get government approved vocation education certificate after successful



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- 2.4 Technical Assistance will be provided by each Party in the areas where they have comparative advantage.
- 2.5 Mentors will be provided by the First Party.
- 2.6 All support Equipment for Workshop for demonstration and training required at ICT Centre will be installed and maintained by the Second Party at their cost.
- 2.7 Guest Faculty will be provided by the Second Party atleast once a week.
- 2.8 All civil work, utilities and Class Room Teaching Aids (Slide Projector, Video Monitor and player, instruction materials, workbook etc.) will be provided by the First Party. Power requirement will not exceed 3 kVA, 3 phase AC.
- 2.9 Practical Training will be provided by the Second Party in their Workshop at Jagadhri (Haryana). Period and frequency to be finalized jointly by both Parties. Upto 6 months training period per year can be made available by the Second Party. During the training period stay of students at Jagadhri, Second Party will arrange for their Boarding & Lodging, free of charge.

3.0 Placement:

Parties will jointly help in finding suitable employment after successful accomplishment of Examination and certification.

4.0 Implementation & Monitoring:

For effective implementation and monitoring of the scheme as envisaged in the MoU, Ex officio Head-Department of Mechanical Engg. will be coordinating Officer on behalf of the first Party and Director OF, will be the coordinating officer from the Second Party.



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5.0 Consultation Machinery:

Director of Oasis Fabrications and the Director of Dayalbagh Educational Institute, Agra may make such joint and mutual administrative arrangements in implementation of this MoU as they may deem necessary in the light of experience as well as availability of resources.

6.0 Entry into force, Amendment, Duration & Termination:

This Memorandum of Understanding shall come into effect upon signature of the Parties and shall remain so unless terminated by mutual agreement. This Memorandum of Understanding will be effective for a period of five (5) years from the date of signature and may be extended by mutual consent.

7.0 Miscellaneous

- 7.1 Any dispute between the parties shall always be resolved by mutual dialogue without resort to any form of legal remedy including resort to court of law.
- 7.2 First Party will not join with any other competitor manufacturer of Second Party to set up such training facility in their premises nor will second party join with any other ITI or NGO in Amritsar district to set up another Training Centre, without the written permission of the other party.

8.0 Dispute Resolution

- 8.1 In the event of any dispute of claim(s) arising between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with or arising out of this Agreement including the execution, validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the question as to whether the termination of this Agreement by one Party hereto has been legitimate or any or all of the foregoing ("Dispute"),



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AN ISO-9001-2008 CERTIFIED COMPANY

Mfrs. & Fabricators of : S.S. ENGINEERING & RAILWAY COMPONENTS

Specialists in : Bio-Toilet Systems



the Parties shall endeavour to bring about an amicable settlement and if it is considered to have failed, one of the Parties hereto, after reasonable attempts, which shall continue for not less than ten (10) days, may give notice to the other Party in writing.

- 8.2** In case of failure to reach an amicable settlement as stated above, the dispute shall be solely and finally settled by arbitration as per the terms of the Arbitration and Conciliation Act, 1996 as amended/modified/re-enacted from time to time. The arbitral tribunal shall consist of a sole arbitrator to be appointed mutually by both Parties. All arbitration proceedings shall be conducted in English language and the venue of arbitration shall be at Delhi, India. The award of the arbitrator shall be final and binding on both the Parties. Each Party shall bear its own cost of arbitration.

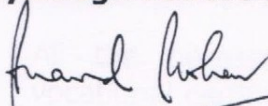
9.0 Non Assignment:

Neither of the Parties here to shall assign this agreement or all or any of the benefits, rights or obligations arising under this Agreement or otherwise to any other Party in the city of Amritsar without the prior written consent of the other Party.

10. Notices:

Any notice under this Agreement shall be in writing. Any notice to be sent to either Party shall be sufficiently served if sent by registered mail to the address of the relevant Party as set out at the beginning of this Agreement.

For
Dayalbagh Educational Institute


Authorised Signatory

3.9.15

For
Oasis Fabrications


Authorised Signatory

08/09/15



उत्तर प्रदेश UTTAR PRADESH

CV 106018

MEMORANDUM OF UNDERSTANDING
FOR EDUCATIONAL AND TRAINING COOPERATION

BETWEEN

PURUSHOTTAMDAS SAVITRIDEVI CANCER CARE & RESEARCH CENTRE, 605,
NEERAJ NIKUNJ, AGRA -DELHI BYE-PASS ROAD AGRA BETWEEN
GURU-KA-TAAL SIKANDRA AGRA-7

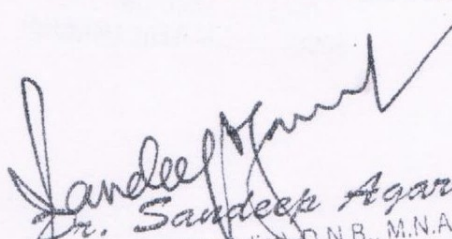
AND

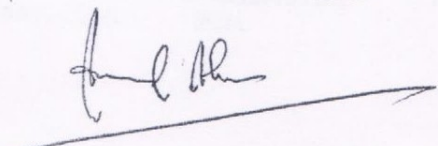
DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY), DAYALBAGH AGRA.

The Purushottamdas Savitridevi Cancer Care & Research Centre Agra (hereinafter referred to as party No.1) is a renowned hospital in the city of Agra. Besides providing multi specialty health treatment to the patients, it also imparts training to the students of medical stream.

The Dayalbagh Educational Institute (Deemed University) (hereinafter referred to as party No. 2 is in process of starting a course in Bachelor of Homeopathy Medicine & Surgery (BHMS) for which, in order to impart training to its students there is a requirement of a reputed multi specialty Hospital where all the basic infrastructure facilities meant for holistic treatment of patients are available.

.....2


Dr. Sandeep Agarwal
M.S. (Gold Medalist), D.N.B., M.N.A.M.S.
Bagh Farzana, Civil Lines, AGRA
Tel. : 091-0562-2855060
No. U.P.M.C.I. - 33299



(2)

It is understood that party No. 1 is well equipped with the infrastructure facility according to parameters of Medical Council of India.

With a view to promote cooperation in the areas of mutual interest for the benefit of both the parties and for the good social cause, both the parties hereby enter into the following understanding:-

That Party No. 2 will send its students to the party No. 1 as and when practical training and exposure are required and party No. 1 will entertain its students for the said purpose and permit them to observe the basic functioning of the instruments to be used for medical treatment for good social cause.

That party No. 2 is registered as an Educational Society not for profit and provides education by charging low fee so as to provide quality education to the weaker section of the society. Therefore, party No. 1 will not charge any fee to impart the training unless or otherwise some cost is involved for using the equipment.

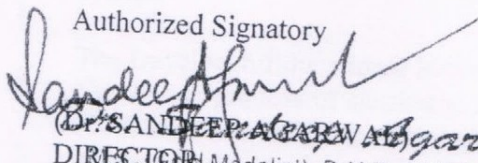
This Memorandum of Understanding will be initiated for a period five years. At any time the Memorandum of Understanding may be extended or amended by mutual agreement of the parties, or it may be terminated in writing by prior notice of not less than three months either party hereto, provided any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be competed in accordance with their terms.

This Memorandum is not intended to be a binding legal agreement and takes effect on the date it is executed on behalf of both the parties.

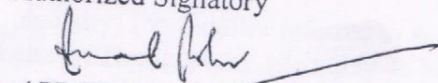
PURUSHOTTAM DAS SAVITRIDEVI
CANCER CARE & RESEARCH CENTRE

DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY)
DAYALBAGH AGRA

Authorized Signatory


DR. SANDEEP AGARWAL
DIRECTOR (Medalist), D.N.B., M.N.A.M.S.
Bagh Farzana, Civil Lines, AGRA
Tel. : 091-0562-2855060
Date : 10th May 2016 M.C.I. - 33299

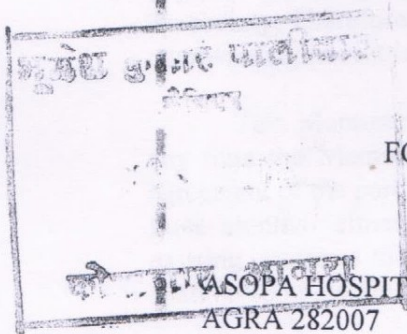
Authorized Signatory


(PROF. ANAND MOHAN)
REGISTRAR
DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-282 005
INDIA
Date: 10th May, 2016



उत्तर प्रदेश UTTAR PRADESH

CV 106032



MEMORANDUM OF UNDERSTANDING

FOR EDUCATIONAL AND TRAINING COOPERATION

BETWEEN

ASOPA HOSPITAL AND RESEARCH CENTRE , GAILANA ROAD, OFF BY PASS
AGRA 282007

AND

DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY), DAYALBAGH AGRA.

Asopa Hospital and Research Centra (hereinafter referred to as party No.1) is a renowned hospital in the city of Agra. Besides providing multi specialty health treatment to the patients, it also imparts training to the students of medical stream.

The Dayalbagh Educational Institute (Deemed University) (hereinafter referred to as party No. 2 is in process of starting a course in Bachelor of Homeopathy Medicine & Surgery (BHMS) for which, in order to impart training to its students there is a requirement of a reputed multi specialty Hospital where all the basic infrastructure facilities meant for holistic treatment of patients are available.

Dr. Syed Asopa

Director

Asopa Hospital & Research Centre
Gailana Road, Off Bypass, Agra - 282007

.....2
[Signature]

REGISTRAR

DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-282 005
INDIA

(2)

It is understood that party No. 1 is well equipped with the infrastructure facility according to parameters of Medical Council of India.

With a view to promote cooperation in the areas of mutual interest for the benefit of both the parties and for the good social cause, both the parties hereby enter into the following understanding:-

That Party No. 2 will send its students to the party No. 1 as and when practical training and exposure are required and party No. 1 will entertain its students for the said purpose and permit them to observe the basic functioning of the instruments to be used for medical treatment for good social cause.

That party No. 2 is registered as an Educational Society not for profit and provides education by charging low fee so as to provide quality education to the weaker section of the society. Therefore, party No. 1 will not charge any fee to impart the training unless or otherwise some cost is involved for using the equipment.

This Memorandum of Understanding will be initiated for a period five years. At any time the Memorandum of Understanding may be extended or amended by mutual agreement of the parties, or it may be terminated in writing by prior notice of not less than three months either party hereto, provided any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be competed in accordance with their terms.

This Memorandum is not intended to be a binding legal agreement and takes effect on the date it is executed on behalf of both the parties.

I DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY)
DAYALBAGH AGRA

ASOPA HOSPITAL AND
RESEARCH CENTRE
GAILANA ROAD, OFF BY PASS
AGRA -282007

Authorized Signatory

(Dr. J. P. ASOPA) Director

Asopa Hospital & Research Centre
Gailana Road, Off Bypass, Agra-7 UP India
Date : 10th May 2016

Authorized Signatory

(PROF. ANAND MOHAN)

REGISTRAR REGISTRAR

DAYALBAGH EDUCATIONAL INSTITUTE

Date: 10th May, 2016 DAYALBAGH, AGRA-282 005
INDIA



**School of Planning
and Architecture**
New Delhi

योजना तथा
वास्तुकला विद्यालय
नई दिल्ली



Dayalbagh Educational Institute
(Deemed University)
Dayalbagh, Agra

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding for educational and scientific cooperation entered into by and between:

SCHOOL OF PLANNING AND ARCHITECTURE, NEW DELHI

hereinafter referred to as SPA for short through its Director Prof. Chetan Vaidya, hereinafter referred to as Party on the 1st part (which expression unless repugnant thereto includes the successors in office, agents, assignees etc.)

AND

DAYALBAGH EDUCATIONAL INSITUTE, AGRA

through its Director Prof. Prem Kumar Kalra, hereinafter referred to as Party on the 2nd part (which expression unless repugnant thereto includes the successors in office, agents, assignees etc.)

This Memorandum of Understanding made and signed by both the parties on this 19 day of May, 2017 at New Delhi and in the presence of the undersigned witnesses
SHOWETH: -

WHERE AS

The parties hereto are intending to explore the possibilities for co-operation in education and in research to the extent feasible.

WHERE AS

Both parties are intending to encourage direct contact and co-operation between their faculty members, scholars, students, departments and research institutions under the provisions of this Memorandum of Understanding.

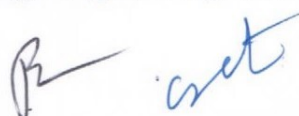
AND WHERE AS

Both the parties had mutual discussions and arrived at mutual understanding with regard to the aforementioned objects and intentions and are now interested in reducing the terms of mutual understanding arrived at between them into writing and both the parties have agreed and accepted to abide themselves by the terms of understanding noted hereunder.

NOW both the parties voluntarily and on their own volition hereby agree upon the following:

Terms of Understanding

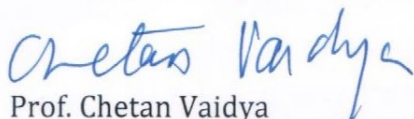
- 1.) That given the current areas of specialization and expertise in the two institutions both the parties hereby agree upon the following general forms of cooperation as may be appropriate: -
 - a) Exchange of persons and materials in education and research, publications, and academic information related to Urban Planning and Management, Architecture, Engineering and any other relevant areas mutually agreed or may be mutually agreed upon from time to time;
 - b) Streaming of mutually agreed content, courses, lectures, as well as, making available online modules;
 - c) Organization of joint conferences, seminars, workshops and meetings;
 - d) Exchange of faculty members, research scholars and students at undergraduate, diploma and graduate level as and when opportunities exist on mutually agreed terms on a case to case basis;
 - e) Joint research, projects and outreach;
 - f) Joint guidance of student projects and thesis by DEI and SPA on mutually agreeable terms;
 - g) Joint use of Laboratories and studios of each other on such terms as may be mutually agreed upon.
- 2.) This General Agreement shall become effective as of the date of signatures of both parties.
- 3.) It is hereby agreed that neither of the parties is responsible for any expenses incurred by visiting scholars, including travel, living and accommodation, medical care or personal expenses, except as may be arranged from time to time for specific cases or those covered by third party funding.
- 4.) It is also agreed that this Memorandum of Understanding will be valid for a period of 5 years (five years only) which is renewable at the option of both the parties and subject to fresh terms of mutual understanding that may be entered into at that time. This General Agreement may be amended only by the written consent of the parties.
- 5.) This MOU may be terminated by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.
- 6.) Both institutions subscribe to a policy of equal opportunity, non - discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, colour, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.



- 7.) Each party shall designate a person or office to serve as liaison for implementing this Agreement.

For SPA the contact person will be Head, Physical Planning Department. For DEI, the contact persons will be Ms. Purnima Bhatnagar, Overall Co-ordinator, and PG Diploma in Urban Planning & Management Representative, Mrs. Mallickaa Caprihan, Faculty of Architecture Representative and Mr. Anurag Gupta, Faculty of Engineering Representative.

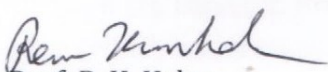
IN WITNESS WHEREOF both the parties have put their hands unto this MOU on behalf of their respective institutions agreeing inter alia to abide themselves by the terms incorporated herein.

 19/5/17

Prof. Chetan Vaidya

Director, School of Planning and Architecture (Party on the 1st part)

and



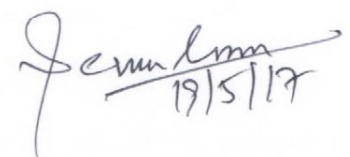
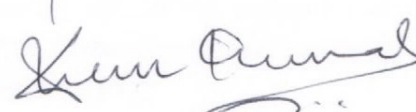
Prof. P. K. Kalra

Director, Dayalbagh Educational Institute, Agra (Party on the 2nd part)

Date: 19/5/17

Place: Delhi

Witnesses: -

1. Prof. Dr. Sam Ram  19/5/17
2. Prof. P.K. Dantia 

Memorandum of Understanding

Between

Dayalbagh Educational Institute, Dayalbagh, Agra, U.P.

And

BeejSheetal Research Pvt. Ltd., Jalna, Maharashtra

Dayalbagh Educational Institute (Deemed University), Agra, Uttar Pradesh is an autonomous academic institute of repute and was given the status of university by UGC for its unique value based education policy. The institute is engaged in imparting education, at Diploma, UG and PG levels and conducts research in different branches of Life Sciences, Agricultural Sciences and Food Processing. The students are required to undertake need based and applied / basic research and training for their project work, which should be useful to solve regional problems and contribute to development of the State and Nation. It also has a mandate for extension education in districts of Agra region and other parts of the state and country. Dayalbagh Educational Institute (DEI), Agra is keen to collaborate with BeejSheetal Research Pvt. Ltd.(BSS), Jalna, Maharashtra.

BeejSheetal Research Pvt. Ltd. was established in 1986 as joint venture company between Bejo Zaden b.v. BeejSheetal is dedicated for developing and supplying quality vegetable seeds for the farmers of India and SAARC countries using its excellence in vegetable breeding. Having strong research activities in various regions of India with the inputs of expert team developed more than 700 research hybrids of vegetables. BeejSheetal is the first company to develop and commercialize short day F1 Hybrid Onion in India and already achieved number one position in chili pepper seed sales having good market share in India. True potato seeds and potato breeding is another innovative activity where BeejSheetal achieved mastery in production of True Potato Seeds. BeejSheetal has established global standard biotechnology laboratories for developing technologies of global standard with the help of National and International premium Institutes. In order to develop expert human resource in the field of seed supply value chain and Agriculture biotechnology "Bejo Sheetal Bioscience Foundation" was established. Main mandate is to conduct International training courses for developing expert human resource to serve respective Nations of developing and developed countries.

The present MoU between DEI and BSRPL is not limited in scope and following are the salient guidelines for fructification of the MoU:

1. To impart vocational and skill oriented training to UG students enrolled under B. Voc. Agricultural Technology, and Water Sanitation & Solid Waste Management courses and

reviewed by the other party six months prior to the effective termination date. However, obligations and commitments already contracted for and involving third parties shall be honoured and continued by both parties until such commitments are completed. The University and BSS agree to review this MoU after 5 years from the date hereof.

5. The specific terms of this MoU do not preclude the development of future collaborative ventures or projects not mentioned in this document.

On behalf of

Dayalbagh Educational Institute, Agra

On behalf of

BeejSheetal Research Pvt. Ltd., Jalna

Prem Kumar

Suresh O Agrawal

Authorized Signatory

Director

Dayalbagh Educational Institute
(Deemed University)

Dayal Bagh, Agra-282 005

Suresh O Agrawal
Chairman

Dated: 30 May 2017

Dated: May 5th 2017



Prem Kumar

Signed in presence of

Prof. Prem Kumar Dantu
Dean, Outreach (Agriculture)
Dayalbagh Educational Institute
Dayalbagh, Agra-282005

Signed in presence of:

Nandkumar Kunchge
Nandkumar Kunchge (Ph.D)
Principal Scientist,
BeejSheetal Research Pvt. Ltd.



हरियाणा HARYANA

MEMORANDUM OF COLLABORATION

L 041358

This Memorandum of Collaboration ("MoC") is made and entered at Faridabad into this 10th day of October, 2014 by and between:

Indian Oil Corporation Ltd., a company duly registered under the Companies Act, 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051 acting through its Executive Director, Research & Development Centre at Sector 13, Faridabad 121 007 (hereinafter referred to as "**IOCL**", which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of the one part.

AND

Dayalbagh Educational Institute, located in Agra city is a Deemed to be University (since 1981) established under Section 3 of the UGC Act 1956, and is fully funded by the Govt. of India, (hereinafter referred to as "**DEI**") which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of the other part.

"Party" means IOCL or DEI as appropriate in the context of this MOC. "Parties" means IOCL and DEI.

RECITALS

WHEREAS IOCL is a premier petroleum oil refining and marketing company operating several refineries in India and having a vast product marketing and distribution network and a premier corporate Research and Development Centre.

WHEREAS IOCL has initiated research program in Solar Thermal Energy and hydrogen generation using solar energy.

AM *BTD*

WHEREAS DEI is inter-alia, engaged in University education, comprising teaching and research.

WHEREAS DEI has facilities for synthesis, characterization and evaluation of PEC (Photo electrochemical) materials for solar hydrogen generation.

WHEREAS IOCL and DEI wish to collaborate to leverage each other's strength for mutual benefit and intend to collaborate in the development of material and process for Solar-Hydrogen Generation and Utilization as an Alternate Fuel

AND WHEREAS to this end, Parties have discussed certain arrangements on the basis of which they wish to collaborate for joint development of material/process for PEC based hydrogen generation reactor with the objective of synergizing the expertise and resources of both the parties and show casing capability in frontier technology of solar hydrogen.

NOW THEREFORE THIS MOC WITNESSETH AS FOLLOWS

1.0 DEFINITIONS

1.1 Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

i. "Project" means the joint development of materials for Photo Electro Chemical (PEC) electrode for hydrogen generation.

ii. "Intellectual Property Rights" means the rights in patent(s), copyright(s), design(s) and other intellectual property rights whatsoever (whether registrable or not) with respect to the developed technology(ies) and /or any improvements thereof.

iii. "Third Party" means any person or entity other than Parties who is not signatory to this MOC.

iv. "Technical Information" means designs, drawings, proprietary data, process, knowhow and other information in whatsoever form tangible or intangible available, used, generated or otherwise, acquired by or available to either Party in relation to the Process/ Technology(ies) furnished directly or indirectly by either Party to the other Party.

1.2 The singular shall include the plural and vice-versa.

2 SCOPE OF MOC

2.1 Joint research activities in the area of solar hydrogen generation through PEC route, which may include projects related to material development, performance evaluation, scale-up studies and pilot plant system development.

Handwritten signatures in blue ink.

2.2 The scope of MoC also envisages the evaluation of various nanomaterials developed by IOCL to be adopted as PEC electrode material for improving the efficiency of hydrogen production through solar route.

2.3 MoC to explore the exchange of experts / Ph.D. scholars for solar hydrogen related research projects as per approved IOCL/DEI guidelines for such exchange programmes.

3 JOINT PROJECT MANAGEMENT/ TEAM

3.1 Formation of Joint Management Committee ("JMC")

a) Forthwith upon signing this MoC, Parties shall form a Joint Management Committee ("JMC") consisting of one senior nominee of each Party.

b) The JMC shall be responsible for the following:

- Review of quarterly progress report submitted by Joint Project Team (JPT).
- Review of final report submitted by JPT for moderation and finalization on completion or dropping of a Project.

3.2 Formation of Joint Project Team (JPT)

a) Forthwith upon signing this MoC, IOCL and DEI shall nominate a JPT at working level for the Project. The JPT shall consist of at least 1(one) nominee appointed by each Party.

b) The JPT shall be responsible for the following:

- Preparing a detailed schedule for the Project indicating the time frame for such activities, the financial implications (if any), deployment requirements, facilities involved and all other factors relevant for performance and execution of the Project.
- Preparing and circulating to the Joint Management Committee a quarterly progress report for the Project for review.
- Preparing a final report and submitting the same to the Joint Management Committee for review, moderation and finalization forthwith on completion or dropping of a Project.

4 RESPONSIBILITIES OF THE PARTIES

Joint development will involve various activities with the responsibilities as detailed in Annexure-1, which shall form part and parcel of this MoC.

5 FINANCIAL ARRANGEMENT

i. All PROJECT expenditures including travel & stay of the personnel, any other related expenditures in fulfilling respective obligations of the parties at their end shall be borne by respective party unless and until clearly spelt out otherwise in separate Project Agreement(s) under this Moc.

ii. Parties shall prepare a joint project proposal for "Development of PEC based solar hydrogen pilot plant with 10 Litre per hour hydrogen generation capacity" and submit to various funding agencies such as OADB, CHT etc for getting financial support.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Technical Information supplied by either Party to the other Party pursuant to this Moc shall be regarded by either Party as the proprietary information of the respective Party.
- 6.2 Each Party shall have the right to make oral or written reference to the subject matter with this Moc but not to its provisions except as provided herein when dealing with the Third Party, with written consent of the other party.
- 6.3 Any Intellectual Property (IP) that may emerge from joint research work under this Moc (Project Intellectual Property) shall be jointly owned by IOCL and DEI and the patents, copyright or trademark rights obtained on Project Intellectual Property shall be in the joint names of IOCL and DEI.
- 6.4 Filing and maintenance of the Project Intellectual Property shall be the responsibility of IOCL. However parties shall mutually agree on a procedure for securing any newly developed Project Intellectual Property. The cost of filing patents and their maintenance in India/foreign countries will be jointly borne by the parties.
- 6.5 Scientists working on behalf of DEI and IOCL in the project would be inventors of the Project Intellectual Property but shall have no rights in the Project Intellectual Property or share in the royalties, fee or other benefits of exploitation of the Project Intellectual Property.
- 6.6 The royalties/compensation/remuneration earned out of the collaborative work will be shared by both the parties on mutually agreed terms and conditions on project to project basis.
- 6.7 Publication, if any, in respect of the Moc shall be in the name of the team of the employees of both the parties working on the PROJECT.
- 6.8 In all publications it will be duly acknowledged that the work has been carried out jointly by IOCL and DEI. Publication of any type involving the PROJECT or the Project Intellectual Property by either party shall require the prior consent of the IOCL and DEI.
- 6.9 Except as herein otherwise specifically permitted, the Project Intellectual Property shall be kept strictly confidential by both the parties and shall not be disclosed to any third party without mutual consent of both the parties in writing. In the event of such agreed disclosure to any third party, the third party will sign a secrecy agreement acceptable to both the parties.
- 6.10 Either Party shall indemnify and hold harmless the other and/or the client, to the extent the Technical Information provided by such Party infringes or is alleged to infringe the Intellectual Property Rights of a Third Party.

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7.1 Definitions:

- a. "Confidential Information" means any and all data, reports, records, correspondence, notes, compilations, studies and other information including technical information and other patent protected information disclosed directly or indirectly by one Party or any of their representatives, agents, consultants or advisers to another Party and/or any of their representatives, agents, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is identified as confidential, and includes, without limitation, any information ascertainable by inspection by one Party or its representatives of the premises or business of another Party.
- b. "Disclosing Party" means DEI when disclosing Confidential Information to IOCL and IOCL when disclosing Confidential Information to DEI.
- c. "Permitted Recipients" means director, officer, employee or consultant or research personnel of the Receiving Party who have a need to know Confidential Information in pursuance of this MOC.
- d. "Receiving Party" means IOCL, when receiving Confidential Information from DEI and DEI when receiving Confidential Information from IOCL.

7.2 OBLIGATIONS OF CONFIDENTIALITY AND RESTRICTIVE USE

- a) Unless otherwise agreed between the Parties, the Receiving Party shall:
 - not disclose any Confidential Information to anyone except to the Permitted Recipients, subject to the Permitted Recipients being bound by the obligations of confidentiality relating to receiving party as contained in this MOC;
 - b) use all Confidential Information exclusively in furtherance of this MOC but without prejudice to the generality of the foregoing, the Receiving Party shall not make any commercial use thereof or use the same for the benefit of itself or of any third party other than pursuant to this MOC or as agreed by the Parties in the future.
 - c) for the purpose of this MOC the responsibility of DEI would remain confined only to the acts and omissions of the permanent Faculty Members and Staff of DEI. Students enrolled with DEI (on a temporary basis) to work in the planned research/project activity to be carried out jointly by IOCL and DEI would enter in their own capacity into a similar Agreement with IOCL and DEI and they themselves would be solely responsible for its execution.
 - d) keep confidential and hold all Confidential Information with no less a degree of care as is used for the Receiving Party's own confidential information provided that such care meets at least reasonable standards of prudence;
 - e) not reverse engineer any Confidential Information for any purpose;
 - f) Inform the Disclosing Party immediately if the Receiving Party becomes aware that Confidential Information has been disclosed or come into the possession of an unauthorised third party.

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- g) not to publish any articles relating to the confidential information without obtaining the Disclosing Party's prior written permission.

7.3 EXCLUSIONS FROM OBLIGATIONS TO KEEP CONFIDENTIAL AND RESTRICTIVE USE

- The obligations to keep confidential all Confidential Information as specified above shall not apply to the extent that the Receiving Party can prove that any of that information:
- a) is at the time of disclosure generally available to the public through no breach of this MoC by the Receiving Party;
 - b) is lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality, provided that to the knowledge of the Receiving Party, such third party is not in breach of any obligation of confidentiality to the Disclosing Party, relating to that information;
 - c) is developed by the Receiving Party independently or jointly with a third party(ies) without resort to the disclosed Confidential Information;
 - d) is already in the possession of or known to the Receiving Party prior to the date hereof or not otherwise subject to obligations of confidentiality;
 - e) approved for release or use by written authorisation of the Disclosing Party; or
 - f) required to be disclosed by any law, judicial order or any regulation or rule of any governmental, supervisory or regulatory authority.

7.4 NO LICENCE OR OWNERSHIP

- a) Nothing in this MoC shall affect any rights that the Disclosing Party may have in relation to the Confidential Information, neither shall this MoC provide the Receiving Party with any right or license under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information.
- b) Any commercial exploitation resulting out of the collaborative work shall be carried out on mutually agreed terms and conditions on project to project basis.

7.5 REMEDIES IN CASE OF BREACH

In addition to any remedies under the applicable law, each Party recognizes that any breach or violation of the confidentiality obligations under this MoC by it may cause irreparable harm which monetary compensation may not necessarily remedy and which damages will be difficult to ascertain. Therefore, upon any actual or impending violation of the confidentiality obligations under this MoC, the Parties may obtain, in addition to, and without limiting, any other remedy or right it may have, from any court of competent jurisdiction, as mentioned in section 12.3 a preliminary, temporary or permanent injunction, restraining or enjoining that violation by the other Party or any entity or person acting in concert with that Party.

7.6 RETURN OF CONFIDENTIAL INFORMATION

In case of early termination of this MoC, Parties may request for the return or disposal of the Confidential Information within ninety (90) days of such termination. Disposal means execution of reasonable measures to destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be effected within thirty (30) days of the request being made.

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7.7 OBLIGATIONS TO CONTINUE

The obligations of Receiving Party as set forth in this Clause 7 shall remain in effect for a period of 20 years from the Effective Date.

8 FORCE MAJEURE

Neither Party shall be responsible for non-fulfillment of their respective obligations under this MOC if the Party is prevented from performing its obligations because of the existence of a force majeure event.

"Force Majeure" shall mean any acts beyond the reasonable control of a Party and shall include (but not be limited to) acts of God, war, flood, earthquake, industrial strike, epidemic, riots and civil disturbances, terrorist invasions, compliance with the laws and order of any government and/or authority.

If the Force Majeure conditions continue beyond six months, the Parties shall jointly decide about the further course of action.

9 GENERAL PROVISIONS

9.1 AMENDMENTS

No amendment or modification of this MOC shall be valid unless the same is made in writing and signed by the authorized representatives of both the Parties.

The modification/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

9.2 ASSIGNMENTS

The rights and liabilities of any Party to this MOC shall not be assigned except with the prior written consent of the other Party, and subject to such terms and conditions as may be mutually agreed upon.

No assignment shall be valid until the assignee has assumed all of the rights and obligations of the assignor under this MOC.

9.3 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

9.4 NOTICE

Any notice which shall or may be given pursuant to this MOC shall be in writing and shall be deemed given the day personally delivered or if sent by courier or express mail service, postage prepaid, certified or registered, return receipt requested sent to the addressee first set forth above. Either party may change its address by notice to other party.

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(i) The addresses of the Parties hereto are as follows:

IOCL

Indian Oil Corporation Ltd.
(Research and Development Centre),
Sector - 13, Faridabad.
Attn. : GM(HR&AE)
Facsimile : 01292286221
Email: raghavss@indianoil.in

DEI

Dayalbagh Educational Institute
Dayalbagh, Agra, Uttar Pradesh 28200
Attn. : Director, DEI
Facsimile :
Email: _____

(ii)

Facsimile message/email shall be confirmed by hard copy in original sent by mail or courier and shall be deemed effective from date of such dispatch.

9.5

NO LIABILITY OF PARTIES

None of the parties shall be liable for the acts or omissions of the other party under this MOC and no claim, action or proceeding shall be brought, issued or entered into against a party for the acts or omissions of the other Party.

9.6

This MOC is made in pursuant to SOI signed on 17th November 2013, between IOCL and DEI, for jointly working on solar hydrogen projects.

9.7

Nothing in this MOC shall be construed as creating the relationship of principal and agent or the formation of a partnership between IOCL and DEI.

9.8

Notwithstanding anything contained herein under this MOC, either Party makes no representations, extends no warranties, either express or implied, and assumes no responsibility whatsoever under this MOC with respect to the Process Technology(ies), Intellectual Property Rights or improvements other than those contained in this MOC.

9.9

Neither Party shall be responsible/ indemnify each other for Property damage or bodily injury or death to any employee or personnel of the other, its client(s) and/or any Third Party arising during the execution of this MOC.

9.10

In no event shall Parties be liable for special or consequential or indirect damages including but not limited to, loss of profits and loss of use.

This limitation shall apply whether the cause of action relates to this MOC or arises out of the use or application of the Joint Technology, Technical Information, Intellectual Property Rights, Improvements and other assistance provided by either Party under or pursuant to this Agreement and shall apply regardless of the legal theory of Tort, Contract or otherwise applicable.

DEI
IOCL

10 EFFECTIVE DATE

10.1 The effective date shall mean the date this MoC shall be deemed to have come into force.

10.2 This MoC shall be effective from the date of signing.

11 TERM AND TERMINATION

11.1 This MoC shall be valid for an initial period of Five (5) years from the Effective Date.

11.2 The Parties may review the conditions of the MoC one year before the expiry of the MoC and extend its validity or enter into a fresh agreement if they so mutually agree.

11.3 Either Party may terminate this MoC by giving 30 days notice to the other Party.

11.4 The termination of this Agreement by efflux of time or otherwise shall, unless otherwise agreed to the contrary, not affect any Project being undertaken on the date when the termination becomes effective or any 'Project Agreement' with respect thereto, nor shall impair or affect the rights and obligations of the Parties under Clause 6 (Intellectual Property) and Clause 7 (Confidentiality of Technical Information).

12 DISPUTE RESOLUTION

12.1 All disputes and issues arising out of the performance or execution of the Project and/or interpretation of the terms of this MoC and/or shall be first referred to JPT. If the dispute cannot be resolved by JPT, it shall be referred to the Joint Management Committee for resolution.

12.2 If the dispute remains unresolved at Joint Management Committee level, the dispute shall be referred to a committee of DIR(R&D) and Director(DEI) for resolution, through discussions in good faith with a view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

12.3 Arbitration process will be spelt out on project to project basis.

12.4 In the event the dispute persists, the Parties agree to submit to the exclusive jurisdiction of the Courts in New Delhi.

Handwritten signature

13 GOVERNING LAW

13.1 This MoC will be construed and governed by the laws of India.

14 NON-BINDING UNDERSTANDING

14.1 This MoC is not entered into as a formal or legal agreement. This MoC, which is non-binding in nature, is only a definite expression and record of the purpose and intention of the Parties concerned, based on good faith, in relation to the Project. Project agreement will be executed separately in every case.

15 SIGNATURES OF PARTIES

The MoC has been executed in two originals; one of these has been retained by IOCL and DEL.

IN WITNESS WHEREOF THE DULY AUTHORISED OFFICERS OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

INDIAN OIL CORPORATION LIMITED DAYALBAGH EDUCATIONAL INSTITUTE

By: _____

Name: B P Das
Title: Executive Director (I/C) R&D

Witnesses: _____

By: _____
Name: S S Raghuvar

Title: General Manager (HR & AE)

By: _____

Name: Prof. Prem Kumar Kalra
Title: Director

Name: Prof. Sahab Dass
Title: Dean, Faculty of Science & Head,
Deptt. of Chemistry

इंडियन ऑयल कॉर्पोरेशन लिमिटेड
Indian Oil Corporation Ltd.
अग्नेय एवं रिसोर्स/र&डी सेंटर
सेक्टर-13, फरीदाबाद-121007
Sec.-13, FARIDABAD-121007

Identification of gap areas in development of PEC based solar hydrogen generation process

Role and Responsibility of DEI

- Material screening based on available literature and existing benchmarks
- Computational evaluation of new materials
- Lab scale development, synthesis, characterization and performance evaluation of PEC material and electrodes.
- Synthesis process optimization – Parametric studies.
- Performance evaluation of developed PEC electrodes for solar assisted water splitting in simulated lab conditions.
- Assist IOCL for setting up of lab facilities at its R&D Centre for material development and PEC testing.
- To provide technical support to IOCL for scaling up of material development, PEC testing etc.

Role and Responsibility of IOCL

- Create facilities for performance evaluation of PEC electrode at IOCL R&D for solar assisted water splitting in simulated lab conditions.
- Lab scale performance evaluation and process parametric study of PEC material and investigate Hydrogen Evolution Rate (HER) kinetic for developed PEC material.
- Development of nanomaterials to be adopted as PEC electrode material for improving the efficiency of hydrogen production through solar route
- Evaluation of IOC developed nanomaterials will be preceded by complete characterization of these molecules by various analytical techniques
- Create coating development and characterization facilities suitable for preparation of PEC electrodes.
- Investigation into different coating processes for PEC electrode development, based on coating performance, quality, cost and durability.
- Scale-up of suitable synthesis process.
- PEC reactor scale-up studies and subsequent reactor design/fabrication.
- Indoor performance testing of PEC reactors in simulated conditions.

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To
The Director,
DES

For Kind
Information pl.

1531

8/10/15

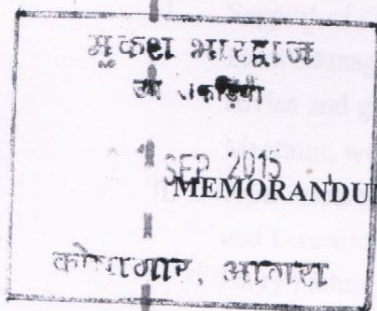
7/10/15

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उत्तर प्रदेश UTTAR PRADESH

CP 817276



ICAR

MEMORANDUM OF UNDERSTANDING BETWEEN ICAR- NATIONAL DAIRY
RESEARCH INSTITUTE, KARNAL

AND

DAYALBAGH EDUCATIONAL INSTITUTE (DEEMED UNIVERSITY), AGRA
FOR ACADEMIC AND RESEARCH COLLABORATION

This Memorandum of Understanding (hereinafter referred to as MoU) is made on 3rd of September 2015 by and between the ICAR-National Dairy Research Institute, Karnal having its Head Office at Karnal [herein after called the First party], a constituent Research Institution of the Indian Council of Agricultural Research (ICAR), Krishi Bhavan, New Delhi-110 001 on the ONE PART and the Dayalbagh Educational Institute (Deemed University) having its headquarters at Dayalbagh, Agra [herein after called as the Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

D.E.I.-CAR
08 OCT 2015
P-223 L

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

WHEREAS the "First Party" is involved in research and education in the areas of Dairy Production, Processing and Management AND WHEREAS the "Second Party", established *vide* F. No 9-3/78-U-3 dated 16-05-1981 by Govt. of India Ministry of Education and Culture (Department of Education) by section 3 of UGC Act 1956, as Deemed University, Its Faculty of Science, Faculty of Skill Development and Faculty of Engineering are involved in research and education in Para Veterinary, Precision Dairy Farming, Dairy Technology, Genetic Engineering, Animal Biotechnology AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties. Given the current areas of specialization and expertise at the two institutes, the following general forms of cooperation may be appropriate:

- I. Support of "First Party" for running courses on Para veterinary (Animal Husbandry, Dairy Farm Management), Precision Dairy Farming, Dairy Technology, etc. in terms of expert advice and guidance in Designing the courses/programmes, participation in Board of Studies Meetings, workshops, seminars, etc.
- II. Joint research activities of common interest including Breed Improvement, Nutrition, Health and Livestock Management, development of Sensors and Cloud based software for Precision Dairy Farming, and Design & development of low cost equipment for Dairy Farmers.
- III. Joint activities of common interest for promoting Entrepreneurship in Dairy Farming.
- IV. Exchange of non-confidential information (as explained in Article 3) on teaching and research that may be needed for joint activities.
- V. Exchange of faculty members and students as visiting scholars for research, workshops, lectures, videoconferencing and discussions.

Article 1. Scope

1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for M.Voc.. and PhD in Dairy Technology / Food Processing (run under Kaushal Kendra Scheme of UGC), and M Sc. , Ph.D. in Zoology. The Second party will recognize Scientists of the ICAR-NDRI as recommended by its Director& Vice Chancellor in accordance with the University rules and regulations for guiding students working for the said degree.

1.2 Operational details of research effort and collaboration will be made in common research areas/ programs and/or projects restricted to specific mandated domain within the approved disciplines/divisions.

1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables / operational costs of the equipment etc. will be borne by the respective organizations.

1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per existing rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

2.1 Director & Vice-Chancellor of the First party and the Director of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

Article 3. Exchange of Information

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

3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes on mutual agreement/ written consent from each other.

Article 4. General Provisions

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

4.2 Both parties understand that all financial arrangements required for undertaking the proposed research/ training will have to be agreed upon separately.

4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.

4.4 Any research publications arising will be published in accordance with the provisions laid out in Item 3.2 of the Guidelines for the students to conduct research for their degree program as trainees at ICAR institutions as notified *vide* ICAR Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.

4.5 No part of the work done in collaboration with ICAR-NDRI, Karnal will be published in print/ electronic media in any form without prior written consent of ICAR-NDRI authority.

4.6 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.

4.7 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution, failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

4.8 All questions not foreseen related to this MOU will be handled by the parties by mutual agreement.

4.9 Nothing in this MoU is intended to affect other cooperation or collaboration between the parties.

Article 5. Intellectual Property Rights

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

Article 6. Admission and Fees

6.1 All those who wish to register as trainees or for Master/Doctoral program under this MoU must apply for the training/ research work at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration.

6.2 For guiding PG students the major advisor will be from the first/ second party, whereas a co-advisor will be opted from the other party with mutual consent.

6.3 Admission of the students and the award of degrees for different programs will be the responsibility of the Second party as per the rules and regulations. By no means will ICAR-NDRI will be responsible for offering the Degrees to the trainees in any form.

6.4 Allotment of the students (for training) at the First party will be done by the approval of Director & Vice-Chancellor of the First party and Director of the Institution of the Second party.

6.5 The First party would have the right to screen & decide the students' eligibility for training based on their academic program, topic of interest etc..

6.6 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and quantum sharing of research work.

6.7 The number of student(s) at any particular time will be subject to the availability of research facilities and scientists' time to guide thesis research at the First party institution.

6.8 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulging in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

Article 7. Co-Op Internship To Students

The First Party depending upon the available openings may select some B.Voc. / M.Voc. in Dairy Technology/ Food Processing students for Co-Op Internship from the Second Party's Institution wherein the selected students shall work for the first party's Institution full-time/ Part-time the duration of which can be worked out. In doing so the First party would get trained manpower from the second party on a regular basis and second Party's students would gain more exposure. This model will be mutually beneficial to both the students as well as the involved Institutions.

Article 8. Entry into effect, modification, termination and jurisdiction

8.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for five years and can be renewed by mutual consent.

8.2 At any time this MoU may be extended or amended by mutual written agreement of the parties, or may be terminated in writing by either party with a written notice of six months.

8.3. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

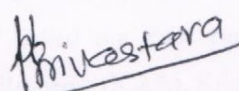
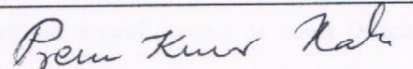
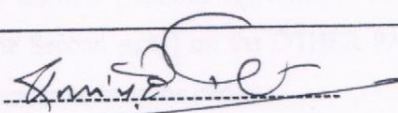
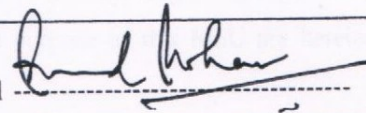
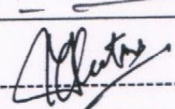
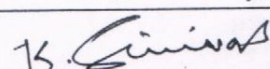
8.4 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

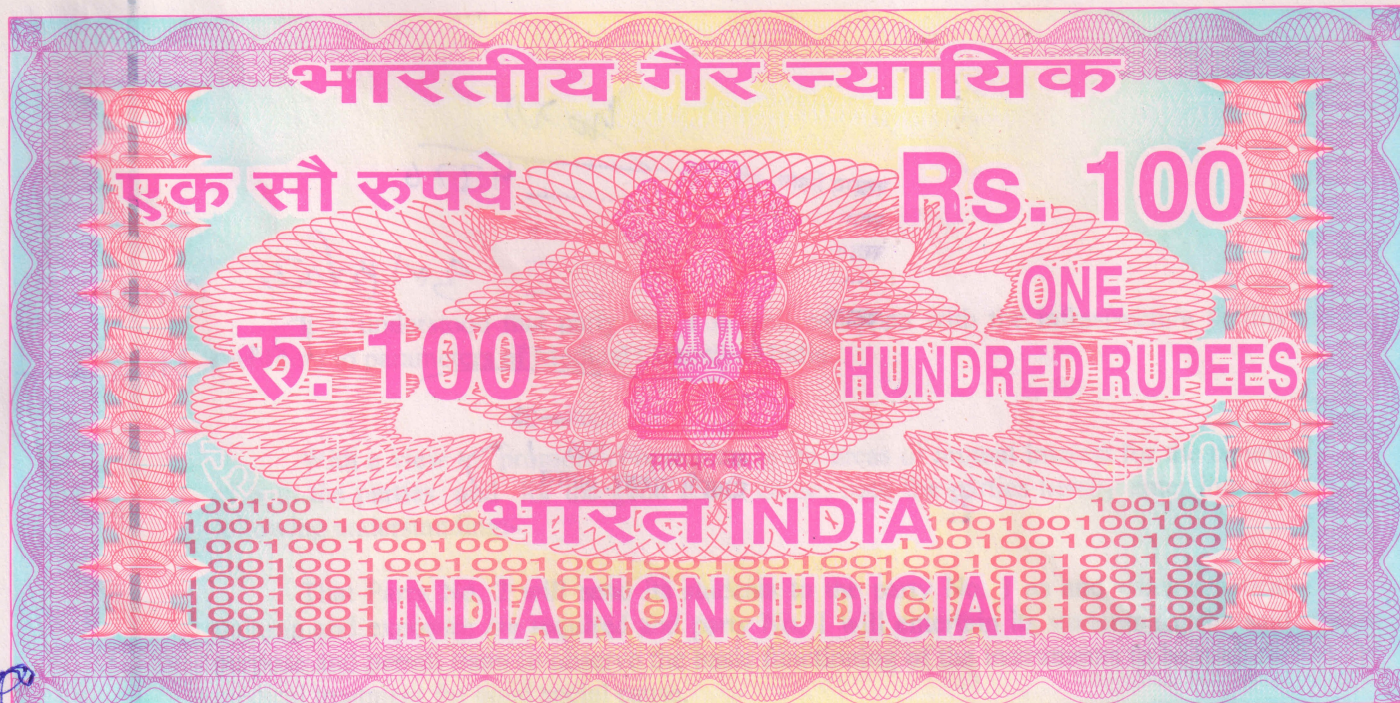
8.5 For all legal matters the jurisdiction of this agreement shall be at Karnal, Haryana.

8.6 Each University agrees to appoint an overall Coordinator for the administration of this Memorandum. The Coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of visiting personnel. The Coordinator at NDRI is Dr. Yogesh Khetra, and the Coordinator at Dayalbagh Educational Institute is Dr K. Srinivas, Faculty of Engineering.

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

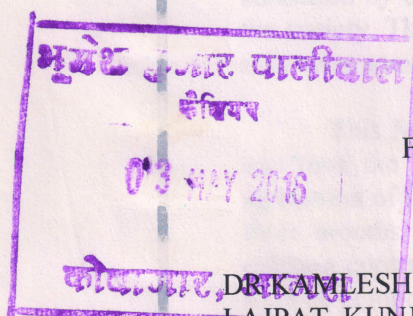
IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

(Name and Address of the First Party)	(Name and Address of the Second Party)
ICAR- National Dairy Research Institute, KARNAL-132001, Haryana	Dayalbagh Educational Institute(Deemed University), Dayalbagh-282005, Agra, UP
Name of the Director & Vice-Chancellor of the First Party	Name of the Director & Vice-Chancellor of the Second Party
Prof. (Dr.) Anil Kumar Srivastava	Prof. Prem Kumar Kalra
Tel. No. 0184-2252800	Tel. No. 0562-2821545
Date: 03-10-2015	Date: 03-10-2015
Signature with Seal	Signature with Seal
	
Witness 1 	Witness 1 
Witness 2 	Witness 2 



उत्तर प्रदेश UTTAR PRADESH

CV 106020



MEMORANDUM OF UNDERSTANDING

FOR EDUCATIONAL AND TRAINING COOPERATION

BETWEEN

DR. KAMLESH TANDON HOSPITAL AND TEST TUBE BABY CENTRE , 4/48 B
LAJPAT KUNJ, BAGH FARJANA AGRA -282002

AND

DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY) , DAYALBAGH AGRA.

Dr. Kamlesh Tandon Hospital and Test Tube Baby Centre (hereinafter referred to as party No.1) is a renowned hospital in the city of Agra. Besides providing multi specialty health treatment to the patients, it also imparts training to the students of medical stream.

The Dayalbagh Educational Institute (Deemed University) (hereinafter referred to as party No. 2) is in process of starting a course in Bachelor of Homeopathy Medicine & Surgery (BHMS) for which, in order to impart training to its students there is a requirement of a reputed multi specialty Hospital where all the basic infrastructure facilities meant for holistic treatment of patients are available.

.....2

Dr. Kamlesh Tandon
DGO, MS, FIC, MCH (Gyn & Obs.)
Dr. Kamlesh Tandon Hospital
Test Tube Baby Centre
4/48 B, Lajpat Kunj, Agra
Ph-0562-2525369, 2521569

(2)

It is understood that party No. 1 is well equipped with the infrastructure facility according to parameters of Medical Council of India.

With a view to promote cooperation in the areas of mutual interest for the benefit of both the parties and for the good social cause, both the parties hereby enter into the following understanding:-

That Party No. 2 will send its students to the party No. 1 as and when practical training and exposure are required and party No. 1 will entertain its students for the said purpose and permit them to observe the basic functioning of the instruments to be used for medical treatment for good social cause.

That party No. 2 is registered as an Educational Society not for profit and provides education by charging low fee so as to provide quality education to the weaker section of the society. Therefore, party No. 1 will not charge any fee to impart the training unless or otherwise some cost is involved for using the equipment.

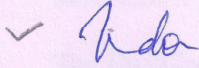
This Memorandum of Understanding will be initiated for a period five years. At any time the Memorandum of Understanding may be extended or amended by mutual agreement of the parties, or it may be terminated in writing by prior notice of not less than three months either party hereto, provided any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be completed in accordance with their terms.

This Memorandum is not intended to be a binding legal agreement and takes effect on the date it is executed on behalf of both the parties.

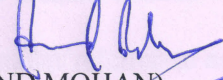
DR. KAMLESH TANDON I
HOSPITAL AND TEST TUBE
BABY CENTRE 4/48 B LAJPAT
KUNJ, BAGH FARJANA AGRA -282002

DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY)
DAYALBAGH AGRA

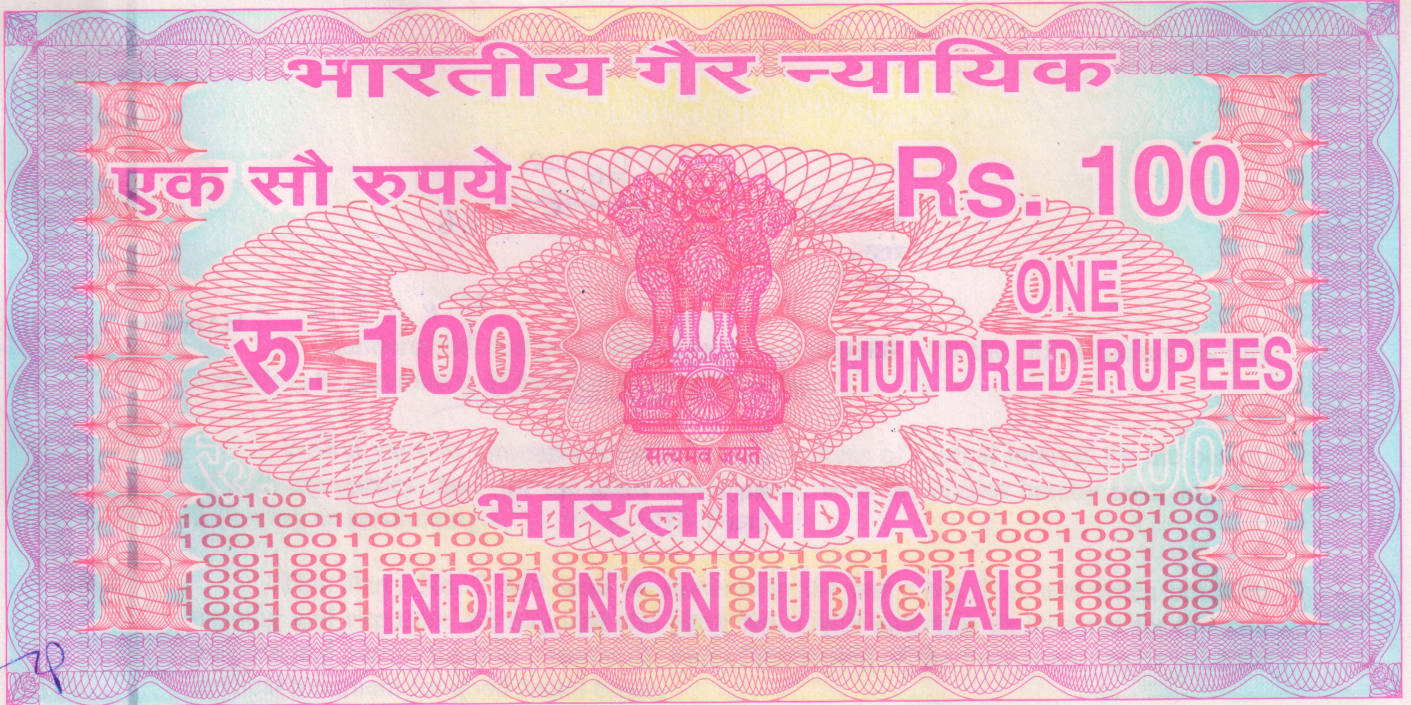
Authorized Signatory

✓ 
(Dr. KAMLESH TANDON)
Dr. Kamlesh Tandon
DGO, MS, FIC, MCH (Gyn & Obs.)
Dr. Kamlesh Tandon Hospital
Test Tube Baby Centre
4/48 B, Lajpat Kunj, Agra
Date: 10th May 2016
Ph-0562-2525369, 2521569

Authorized Signatory

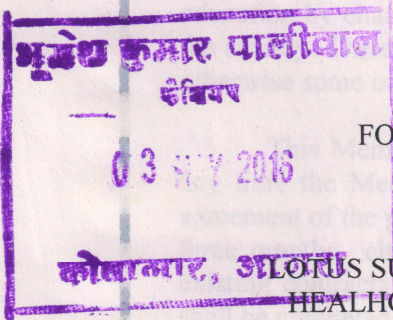

(PROF. ANAND MOHAN)
REGISTRAR
REGISTRAR
DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-282 005
INDIA

Date: 10th May, 2016



उत्तर प्रदेश UTTAR PRADESH

CV 106019



MEMORANDUM OF UNDERSTANDING

FOR EDUCATIONAL AND TRAINING COOPERATION

BETWEEN

कोटागढ़, अजमेर

LOTUS SUPER SPECIALITY HOSPITAL (A UNIT OF ^{Shri} MARUTI NANDAN HEALTHCARE PVT. LTD.) DIWANI CROSSING, M.G., ROAD AGRA

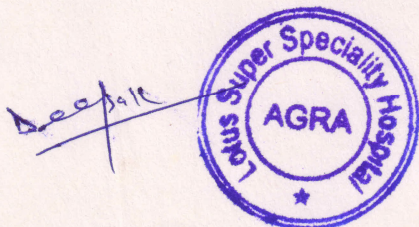
AND

DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY), DAYALBAGH AGRA.

The Lotus Super Speciality Hospital Agra (hereinafter referred to as party No.1) is a renowned hospital in the city of Agra. Besides providing multi specialty health treatment to the patients, it also imparts training to the students of medical stream.

The Dayalbagh Educational Institute (Deemed University) (hereinafter referred to as party No. 2) is in process of starting a course in Bachelor of Homeopathy Medicine & Surgery (BHMS) for which, in order to impart training to its students there is a requirement of a reputed multi specialty Hospital where all the basic infrastructure facilities meant for holistic treatment of patients are available.

.....2



(2)

It is understood that party No. 1 is well equipped with the infrastructure facility according to parameters of Medical Council of India.

With a view to promote cooperation in the areas of mutual interest for the benefit of both the parties and for the good social cause, both the parties hereby enter into the following understanding:-

That Party No. 2 will send its students to the party No. 1 as and when practical training and exposure are required and party No. 1 will entertain its students for the said purpose and permit them to observe the basic functioning of the instruments to be used for medical treatment for good social cause.

That party No. 2 is registered as an Educational Society not for profit and provides education by charging low fee so as to provide quality education to the weaker section of the society. Therefore, party No. 1 will not charge any fee to impart the training unless or otherwise some cost is involved for using the equipment.

This Memorandum of Understanding will be initiated for a period five years. At any time the Memorandum of Understanding may be extended or amended by mutual agreement of the parties, or it may be terminated in writing by prior notice of not less than three months either party hereto, provided any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be competed in accordance with their terms.

This Memorandum is not intended to be a binding legal agreement and takes effect on the date it is executed on behalf of both the parties.

LOTUS SUPER SPECIALITY HOSPITAL
(A UNIT OF MARUTI NANDA
HEALHCARE PVT. LTD.) DIWANI
CROSSING, M.G., ROAD AGRA

Authorized Signatory

(DEEPAK KESARWANI)
HEAD MARKETING & OPERATIONS

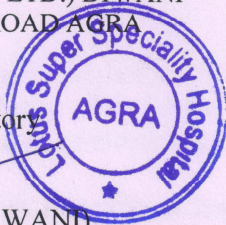
Date : 10th May 2016

DAYALBAGH EDUCATIONAL INSTITUTE
(DEEMED UNIVERSITY)
DAYALBAGH AGRA

Authorized Signatory

(PROF. ANAND MOHAN)
REGISTRAR

Date: 10th May, 2016



REGISTRAR
DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-282 005
INDIA

Dayalbagh Educational Institute
and
Tata Institute of Fundamental Research, Mumbai

MEMORANDUM OF UNDERSTANDING

In order to promote co-operation between Dayalbagh Educational Institute, Agra, India, and Tata Institute of Fundamental Research, Mumbai, the two institutions agree as follows: -

The two institutions will encourage direct contact and co-operation between their faculty and administrative staff, departments and research institutions.

Within fields that are mutually acceptable, the following general forms of co-operation will be pursued: -

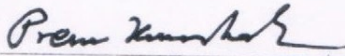
- Visits by and exchange of faculty members, research scholars, and students.
- Exchange of information including, but not limited to, research publications of faculty members.
- Joint research activities and joint supervision of research work.
- Joint conferences or symposia.

This memorandum is not intended to create binding or legal obligations on either party. Both parties must agree upon the specific terms of any inter-institution initiative relative to this agreement in written or electronic record correspondence at least 30 days prior to the initiation of a particular program for said initiative to proceed. Intellectual properties generated under this MoU shall be governed by the IPR policies of respective institutions.


Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

If the Memorandum remains dormant for three consecutive years it will be deemed to have lapsed. Where the Memorandum continues to be active, the two institutions agree to review it after five years from the date hereof. It may be terminated at any time by mutual consent, or by six (6) months' notice in writing by either party.

Should on-going collaborative activities be affected by the termination, the parties undertake to resolve any issue amicably by mutual agreement.


Prem Kumar Kalra
Director
Dayalbagh Educational Institute
**Dayalbagh Educational Institute
(Deemed University)
Dayal Bagh, Agra-282 005**

Date: 04.07.2017


Sandip Trivedi
Director
Tata Institute of Fundamental Research

Date: 04/7/2017

SANDIP TRIVEDI
DIRECTOR
TATA INSTITUTE OF FUNDAMENTAL RESEARCH
HOMI BHABHA ROAD,
MUMBAI - 400 005.

MOU

**AGREEMENT ON CO-OPERATION BETWEEN THE
MAHATMA GANDHI CHITRAKOOT GRAMODAYA VISHWAVIDYALAYA
CHITRAKOOT, SATNA (M.P.)**

AND

**Dayalbagh Educational Institute
(Deemed University), Dayalbagh Agra (U.P.)**

Signed by

**Registrar, representing the Mahatma Gandhi Chitrakoot Gramodaya
Vishwavidyalaya, Chitrakoot, Satna (M.P.)**

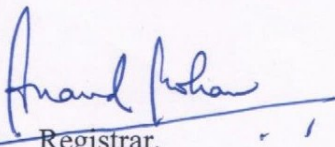
AND

**Registrar, Dayalbagh Educational Institute
(Deemed University), Dayalbagh Agra (U.P.)**

On fourth day of September 2015 with following Terms and Conditions:

1. The two universities/Institution, specifically dedicated to rural development, agree to share their experiences, curriculum approaches, rural development experiences etc. through periodic meetings alternatively in either campus at least once in two years.
2. The two universities/Institution shall implement staff exchanges for the purpose of mutual enrichment. A target of minimum one to two staff per semester will be attempted on either direction on a reciprocal basis. The numbers could be more wherever feasibility exists. The expenses to be involved in this exchange programme shall be borne by the respective institution.
3. Each campus shall provide modest accommodation to students/research scholars who are on internship/fieldwork in either organization. The expenses to be involved for this purpose shall be borne by the respective institution.
4. An attempt shall be made to have joint research projects.
5. This agreement shall be terminated at any time with mutual consent with a notice not less than 3 months.

The present agreement becomes effective from this date the 4th September 2015 the contract being signed and shall be valid for five years at the first instance and it shall be renewed every five years.


Registrar,
Dayalbagh Educational Institute
(Deemed University), Dayalbagh Agra (U.P.)

Registrar
Mahatma Gandhi Chitrakoot Gramodaya
Vishwavidyalaya, Chitrakoot,
Satna (M.P.)

REGISTRAR
Dayalbagh Educational Institute
(Deemed University)
Dayalbagh, AGRA-5

N. 13

Reg.

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND BIOTECHNOLOGY
NEW DELHI
AND
DAYALBAGH EDUCATIONAL INSTITUTE (DEEMED UNIVERSITY) DAYALBAGH,
AGRA, INDIA

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions, The ICGEB, New Delhi and Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra hereby enter into the following agreement:

Article 1. The ICGEB, New Delhi and the Dayalbagh Educational Institute, Dayalbagh, Agra shall engage in cooperation in fields of common interest and shall develop joint projects in these fields.

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

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

a) Exchange of faculty and students for research, teaching and study; students are expected to pay their tuition fee at their respective institution. Student exchanges are based on the understanding that exchanges are matched one-for-one by each Institution.

b) Subject to later agreements, exchange of scholarly publications and other information in areas of interest to both parties, including library collections and services;

c) Joint curriculum development in support of Undergraduate and Postgraduate education and joint development of innovative teaching methods for Undergraduate Classes

d) Joint research activities;

e) Exchange of scholars for seminars, conferences and other academic meetings.

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

Article 5. The two parties will designate individuals with responsibility for the coordination and implementation of this agreement.

Article 6. Both parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

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

Article 8. Both parties acknowledge that visits by faculty and students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of The ICGB, New Delhi and the Dayalbagh Educational Institute.

Article 9. It is understood that The ICGB, New Delhi, and the Dayalbagh Educational Institute subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion.. Both The ICGB and the Dayalbagh Educational Institute shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.

Article 10. Both parties shall review the status of the agreement at the end of each five- year period to determine any modifications that might be necessary. The period of validity of this agreement may be extended by mutual consent.

Article 11. Either party may terminate this agreement with written notification) signed by a designated official of the party initiating termination. Such notification must be given at least six months in advance of the effective date of termination.

The ICGB, New Delhi

V. S. Chauhan

V.S. Chauhan
Director

13.10.2007

Date

Dayalbagh Educational Institute,
Dayalbagh, Agra

V. G. Das

V.G.Das
Director

13-10-2007

Date

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उत्तर प्रदेश UTTAR PRADESH

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
D.E.I. TECHNICAL COLLEGE, DAYALBAGH, AGRA
AND
MARUTI SUZUKI INDIA LIMITED, GURGAON**

This Memorandum of Understanding is made on 20TH April, 2010 between D.E.I. Technical College, Dayalbagh, Agra (here-in-after to be called 'THE FIRST PARTY' or the 'Institute') through its Principal, Shri P. P. Dua and Maruti Suzuki India Ltd. (here-in-after to be called 'THE SECOND PARTY' or 'MSIL') through its Deputy General Manager, Shri Kaushal Verma.

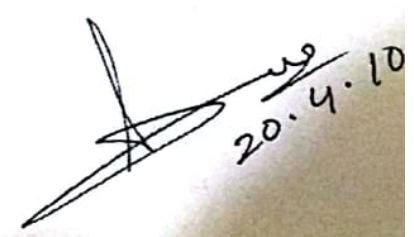
WHEREAS 'THE FIRST PARTY' is an educational institution constituted under the provisions of its Governing Body Resolution No. 6 dated 10.05.1986 and is a constituent of the Dayalbagh Educational Institute (Deemed University) recognized by the University Grants Commission under the provisions of Section 3, UGC Act, 1956 vide letter / notification no. F.9-3/78-U-3 dated 16.05.1981;

AND WHEREAS 'THE FIRST PARTY' is engaged in imparting technical education including technical education in the field of automobiles;

AND WHEREAS 'THE SECOND PARTY' is engaged in manufacture, sale, marketing and after sales service of the four wheel motor vehicles and has 'State of the Art' world class manufacturing facilities in Gurgaon and Manesar in the State of Haryana;

Page 1 of 5


20/4/10


20.4.10

AND WHEREAS it is one of the aim of the 'THE FIRST PARTY' that the skills imparted by 'THE FIRST PARTY' must keep pace with the technological demands of the industry and the expanding universe of knowledge to produce world class workforce;


AND WHEREAS 'THE SECOND PARTY', being a responsible corporate citizen, has always contributed to society, inter alia, by educating and sharing with people / technicians / technical students its learning in the technical area during its journey to become world class;

AND WHEREAS 'THE FIRST PARTY' has expressed its interest to 'THE SECOND PARTY' in getting assistance in achieving its goal of imparting latest and up to date technical knowledge in the field of automobiles to the students of 'THE FIRST PARTY';

AND WHEREAS 'THE SECOND PARTY' being impressed by the independent work done by the 'THE FIRST PARTY' by way of development of course material on automobiles, both print material and video CDs, for student training has agreed to provide necessary assistance to 'THE FIRST PARTY' in imparting latest and up to date technical knowledge in the field of automobiles to the students of 'THE FIRST PARTY'.

NOW, THE PARTIES hereto agree as under:

1. The Parties shall form a Joint Working Committee (here-in-after to be called JWC) for advising how to provide multi-skilled workforce of world standard by:-
 - a. updating course curriculum,
 - b. introducing new multi-skill modular courses,
 - c. improving physical infrastructure facilities,
 - d. adopting new training technology, and
 - e. taking such other decisions as may be deemed fit by JWC,with close involvement of SECOND PARTY.
2. The training facilities in the Institute will be upgraded to meet the industry requirements of present and future under guidance of the JWC, subject to availability of resources and due constraints of the budget of 'THE FIRST PARTY'.
3. 'THE JWC' will comprise of upto 4 members wherein 2 members by 'FIRST PARTY' and 2 members by 'SECOND PARTY' will be nominated.
4. 'THE JWC' will have the following roles and responsibilities:-
 - i) Trade Advisory Committee (TAC):
JWC may constitute Trade Advisory Committee (TAC) for automobile trades. TAC should help JWC in issues related to improvement in effectiveness and relevance of training for specific trade groups. TAC should have trade experts from industry, concerned instructors, student representatives etc. The exact composition may be decided by the JWC
 - ii) Faculty and Staff Development:
JWC will identify the training needs of all faculty and staff members and detailed training calendar will be planned including exchange of personnel between industry and the institute, subject to commitments of the staff of the Institute and other exigencies of employment.
 - iii) Mentors and Guest Lecturers:
JWC will advise on the nomination of Mentors and Guest Lecturers from industry for various automobile trades. Guest Lecturers are specifically meant to deliver lecture or impart practical training. A mentor is nominated for a student / group of students belonging to one trade.


20/4/10


20.4.10

Mentor may discuss/guide/counsel students in the institute as per mutual convenience. He can, however, also deliver lecture or impart training. Mentors are like role models for students and therefore, should be good, experienced, skilled workers. Mentors will play an important role in vocational guidance and career counseling.


iv) Teaching Aids:

Teaching aids like working models, slides, video projections, instruction materials, work books, detailed job assignment of the institute will be developed as required under the guidance of the JWC.

v) Seminars, Workshops and On-job Training (OJT):

JWC will organize seminars, workshops, and OJT for the benefit of trainees and faculty. 'SECOND PARTY' may provide their existing set-up for time bound OJT.

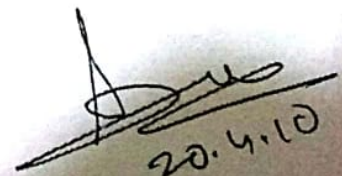
5. The JWC will advise the 'FIRST PARTY' for modification of course curriculum and/or introduction of training modules to meet industry expectations, procurement of tools and equipment, civil work, modification in workshop set-up etc to develop the institute into a Centre of Excellence within a stipulated period of time, and these will be implemented subject to necessary academic and administrative approvals of the 'FIRST PARTY' and availability of resources.
6. 'THE FIRST PARTY' agrees to give first preference to 'THE SECOND PARTY' for the placement of students under Certificate course (Motor Vehicle Mechanic - Four wheeler) in their Service Network. The choice of accepting to join the Service Network of Second party will be left to Students only. The time for campus scrutiny of the students of First Party by the Second Party shall be mutually discussed and agreed between the Parties from time to time.
7. The necessary tools & equipments and vehicle as per "Annexure 1" should be made available at the institute by 'THE FIRST PARTY'. These tools & equipments and vehicle will help in imparting proper practical training to students. 'THE SECOND PARTY' may also support the institute by providing training manuals, handbooks, assemblies / sub assemblies etc.
8. 'THE SECOND PARTY' agrees to provide necessary support as it may deem fit, reasonable and necessary at its own discretion in respect of the following-
 - i) In-plant training for the faculty;
 - ii) Dissemination of good management practices to upgrade the skills of the student;
 - iii) Bringing experts with hands-on experience from industry and other fields of eminence;
 - iv) Retraining the faculty, wherever required and assistance in skill training of instructors in industry and industrial units of the trainees;
 - v) Explore possibilities for providing practical training in industrial units to the trainees as well as staff;
 - vi) Assistance in placement of trainees after completion of training in the industry.
9. 'THE SECOND PARTY' may, without having any obligation, contribute fully or partially at its discretion towards:
 - i) Providing assemblies, sub-assemblies, Computer based training modules etc. for training and learning;
 - ii) Providing literature, technical journals, and technical books useful in institute activity;
 - iii) Any other assistance useful in improving the quality of training; and acceptance of these will be subject to laid down procedures of approvals by the 'FIRST PARTY'.


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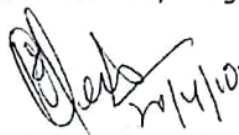
10. At the end of the course curriculum, the FIRST PARTY will conduct final examination of the Students and shall issue the Certificate to qualifying students. The SECOND PARTY shall conduct the test of the said qualifying students and issue a necessary Certificate to those students who pass the examination conducted by the SECOND PARTY as a first step for induction of these students in the service network of the SECOND PARTY.
The Second Party or any of its Dealer / Workshop can conduct such further tests or interviews which it may deem fit and necessary before inducing the Students into the network of the Second Party.
Merely passing or qualifying of any exam conducted by either FIRST PARTY or the SECOND PARTY shall not entitle any student of automatic induction into the service network of the SECOND PARTY. The induction of any student shall depend upon a host of factors such as the requirement of service network member, the competency of the student, the policy of the SECOND PARTY and the service network member, etc. from time to time.
11. For effective implementation and monitoring of the scheme as envisaged in the MoU, Shri Vijay Prakash Malhotra will be the Nodal officer on behalf of the 'FIRST PARTY' and Regional Service Manager, Lucknow will be the Nodal officer on behalf of the 'SECOND PARTY'. However, the Parties may nominate any other person as Nodal Officer on its behalf.
12. Both parties value the spirit of this agreement and would strive to provide trained manpower as per industry's requirement.
13. MSIL shall conduct an annual assessment of training programme being conducted and discuss the findings with the Institute. If as a result of the discussion, the first party feels it is necessary to remove any deficiencies or the programme needs to be improved in the light of the recommendations made in the Assessment Report, the Institute shall take appropriate action in this regard.
14. The Institute can display a separate board of size 2' X 2' mentioning "A Training Institute Recognized by Maruti Suzuki India Limited" in front of the identified training infrastructure for MSIL. The Institute shall take prior approval for any such display from MSIL. Display of board will solely depend on First Party.
15. During the term of this MOU, the Institute can mention in advertisements as "Curriculum / Syllabus (Technical) on Automobiles approved by Maruti Suzuki India Limited", for inviting students for admission in Industry specific Automobile Course. However the institute will mention on its website and where it is using the name of MSIL the details of the curriculum or the syllabus as agreed with MSIL.
The Institute shall take prior approval for any advertisement which it proposes to give in respect of the Institute and which carries the name of MSIL. Other than this, the institute will not carry out any promotional campaign for inviting students which may mis-represent the name of MSIL.
Maruti Suzuki name and logo will not be used on stationery of institutes, advertisement by Institute, any other form of publicity material etc.
16. The Institute acknowledges that the Training Handbooks, Service Manuals, Technical Inputs and other information and data ("MSIL Intellectual Properties") provided by MSIL to the Institute is the sole and exclusive property of MSIL and MSIL alone has all proprietary and intellectual property rights including all copyrights, patents and trade marks in the said MSIL Intellectual Properties. The Institute shall not at any point of time claim or represent any right or title in the said "MSIL Intellectual Properties" and shall forthwith return the same to MSIL on being so required by MSIL or on termination / conclusion of this MOU.


20/4/10


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17. The Institute shall indemnify MSIL against all loss, claims, damages or other liability of any nature whatsoever, which MSIL may be liable to incur by reason of any act or omission of the Institute. Likewise MSIL will indemnify the institute against any act or omission on the part of MSIL or any loss or damage due to any acts or omissions on the part of MSIL.
18. Institute shall not share the MSIL syllabus/curriculum and any other information / data shared by MSIL with institute and marked as confidential with any third other person including any other Institute or automobile company.
19. Institute shall not make tie-ups with any other companies for automobile courses for which tie-up has been made with MSIL. Apart from these courses, the Institute can make tie-ups with other companies.
20. The fee structure for the courses will be the sole responsibility of the Institute and MSIL shall not play any role in the same. Institute shall not involve MSIL in any kind of financial transaction of Institute with students or any other body.
21. Any differences between the parties shall always be endeavored to be resolved by mutual dialogue. In case any dispute or difference can not be resolved with mutual dialogue the Parties shall submit the matter to Arbitration of three Arbitrators. Both the Parties shall appoint one Arbitrator and two Arbitrators so appointed shall appoint the third Arbitrator. The award of Arbitral Tribunal shall be final and binding.
22. All disputes shall be subject to Delhi Jurisdiction only.
23. This MOU may be amended with mutual consent of the Parties.
24. This Memorandum of Understanding shall come into force on the date of its execution and will be effective for three years from the said date.
 - i) It can be renewed or extended for a further period of one year with mutual consent of the Parties.
 - ii) Both parties will have the right to terminate this MoU with three month's notice without assigning any reason.
 - iii) The implementation of the MoU would be monitored on a quarterly basis.


For and on behalf of
Maruti Suzuki India Ltd., Gurgaon


(Kaushal Verma)
Dy. General Manager (Service)
Maruti Suzuki India Limited
Central Service Training Centre
MARUTI SUZUKI INDIA LIMITED
Palam-Gurgaon Road
Gurgaon-122 015 (Haryana)

Witness

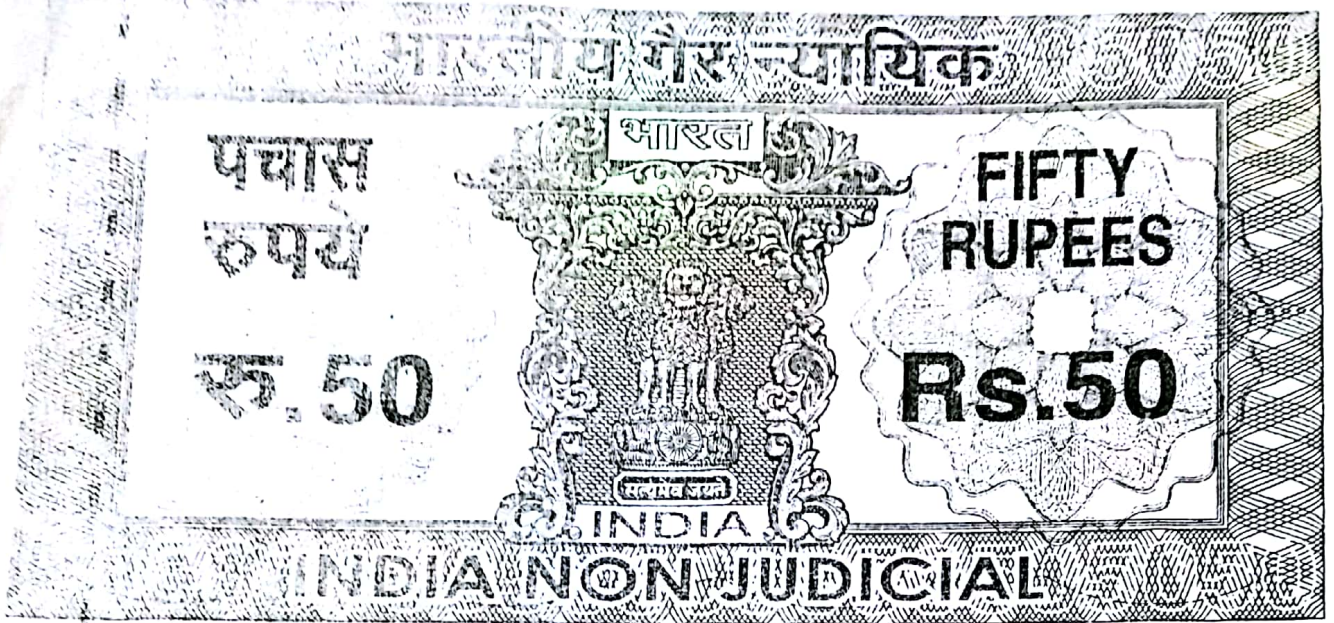
(Rajeev Sharma)
ASM - Aggr.

For and on behalf of
D.E.I. Technical College, Dayalbagh, Agra


(P. P. Dua)
Principal,
D.E.I. Technical College,
Dayalbagh, Agra.

Witness

(V. P. Mishra)
Sr. Lec & Head, Auto-Engg.



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Memorandum Of Understanding

between

Centre of Applied Rural Technology, Dayal Bagh, Agra

and

M/s Dayal Motors, New Agra

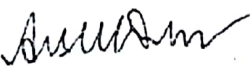
The memorandum of Understanding is made on the Eighteenth day of August 2012 between Incharge, Centre of Applied Rural Technology (Self-financing Vocational Training Centre), Dayalbagh, Agra (here-in-after to be called 'THE FIRST PARTY' and M/s Dayal Motors, New Agra, Agra (here-in-after to be called 'THE SECOND PARTY').


Whereas it is the aim of the 'THE FIRST PARTY' engaged in imparting vocational education and training to students of certificate and diploma level in repair and maintenance of 3- and 4-wheeler that skills imparted must keep pace with the technological demands of the industry and the expanding universe of knowledge to produce industry ready workforce and the desire of the SECOND PARTY that it must contribute to society by sharing its knowledge gained in the technical field during its journey to become a renowned service provider in automobile sector, including non-polluting vehicles;

- v) Explore possibilities for providing practical training to the trainees.
- vi) Assistance in placement of trainees after completion of training.
6. For effective implementation and monitoring of the scheme as envisaged in the MoU, Dr. M. Radha Krishna will be the Nodal officer on behalf of the 'FIRST PARTY' and Mr. Arsh Dhir will be the Nodal officer on behalf of the 'SECOND PARTY'.
7. Both parties value the spirit of this MoU and would strive to provide trained manpower as per industry's requirement.
8. Any dispute between the parties shall always be resolved by mutual dialogue without resort to any arbitration or other form of legal remedy including resort to court of law.
9. This Memorandum of Understanding will be effective for five years i.e. upto 17.08.17. The implementation of MoU would be monitored on a quarterly basis.
10. Either Party may terminate this MoU by giving six months notice in writing to the other party.


Signed at Centre of Applied Rural Technology, Dayalbagh, Agra on Eighteenth day of August 2012.

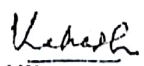
For and on behalf of
M/s Dayal Motors,
New Agra, Agra


(Arsh Dhir)
General Manager


Witness
(P.P. Dhir)

For and on behalf of
CART,
Dayalbagh, Agra


(Dr. M. Radha Krishna)
Incharge


Witness
(V. Prakash)

विकास आयुक्त का कार्यालय
(सूक्ष्म, लघु और मध्यम उद्यम)
सूक्ष्म लघु और मध्यम उद्यम मंत्रालय
(भारत सरकार)
निर्माण भवन, सातवीं मंजिल, मौलाना आजाद रोड,
नई दिल्ली-110 108



DEVELOPMENT COMMISSION
(MICRO, SMALL & MEDIUM ENTERPRISES)
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISE
GOVERNMENT OF INDIA
Nirman Bhawan, 7th Floor, Maulana Azad Road,
New Delhi - 110 108

Ph.EPABX - 23063800, 23063802, 23063803 FAX - (91-11) 23062315, 23061726, 23061068, e-mail - dcmsmeHQ@nb.nic.in

No. 6(19)/NMCP/INC/DEI(UP)/2015

Dated : 23/09/2015

To
Dr. ANAND MOHAN,
REGISTER,
DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH,
AGRA
U.P.

33

Sub. : Copy of Agreement between Gol & HI

Sir,

One set of the Agreement between Gol and HI duly signed by the Competent Authority is enclosed herewith for your records and necessary action at your end.

You are requested to send the proposal of new innovative ideas duly recommended by the local management committee for Gol assistance in the prescribed format as per scheme guidelines. The details of the format and Scheme Guideline are available at the url <http://www.dcsmse.gov.in/scheme/incubator10pdf>.

Encl : As above.

Yours faithfully,

A.K. Mitra
23/09/15
[A.K.Mitra]
Asstt. Director(Inc.)



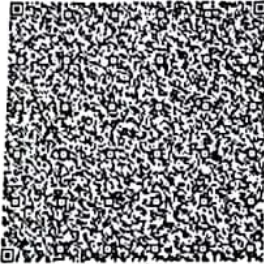
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL61764261683527N
Certificate Issued Date	: 23-Sep-2015 12:11 PM
Account Reference	: IMPACC (IV)/ dl861503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL86150321196922137070N
Purchased by	: DR ANAND MOHAN
Description of Document	: Article 5 General Agreement
Property Description	: DAYAL BAGH EDUCATIONAL INSTITUTE (DEEMED UNIVERSITY), DAYAL BAGH AGRA 282005
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DR ANAND MOHAN
Second Party	: DC MSME NEW DELHI
Stamp Duty Paid By	: DR ANAND MOHAN
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

Statutory Alert:

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

Agreement for Utilization of Funds under the Scheme for Providing Support for
Entrepreneurial and Managerial Development of SMEs through Incubators

AGREEMENT

This Agreement has made and entered into this 23rd Day of September, 2015 by and between
the President of India represented by Shri/Smt. S. Sivagnanam, Additional
Industrial Advisor. (Name &

Designation), Ministry of Micro, Small & Medium Enterprises, Government of India (hereinafter referred
to as 'The First Party' which expression shall unless repugnant to the context or meaning thereof,
include its successor in interest and permitted assigns) of the one part.

And

Name of authorized signatory **Dr. Anand Mohan** for the Host Institution and its
legal status, having its registered office at (Full Address) **Dayalbagh Educational Institute, (Deemed
University) Dayalbagh, Agra - 282005**

(hereinafter referred to as 'The
Second Party' which expression shall unless repugnant to the context or meaning thereof, include its
successor in interest and permitted assigns) on the other part.

WHEREAS, the Government wishes to assist the BUSINESS INCUBATOR through HOST INSTITUTION (HI)
in Public Private Participation (PPP) mode to help the entrepreneurial venture to succeed,

AND WHEREAS, the HI is willing to perform this assignment,

NOW, THEREFORE, THE PARTIES hereby agree as follows:

1.0 PREAMBLE

- 1.1 In order to support and promote untapped creativity of the individual innovators, Government
has formulated a scheme for providing support for Entrepreneurial and Managerial Development
of SMEs Through Incubators" (hereinafter referred to as the "SCHEME"). The SCHEME envisages
forging linkages of innovators and entrepreneurs with important constituents of the innovation
chain, viz., research/academic institutes and business incubators, so as to leverage the available
know-how, expertise, facilities and infrastructure in such institutions to help the entrepreneurial
ventures to succeed.
- 1.2 It has been agreed by the Government to support **Innovation Incubation and Entrepreneurship
Centre** (Name of the BUSINESS INCUBATOR) located at **Dayalbagh, Agra**
and hosted by the **Dayalbagh Educational Institute, (Deemed University) Dayalbagh, Agra -
282005** (name of the HOST INSTITUTE) based on a request made by the
BUSINESS INCUBATOR/HOST INSTITUTE and after obtaining necessary approvals.

2.0 RESPONSIBILITIES OF THE HOST INSTITUTE

- 2.1 The HOST INSTITUTE shall undertake to create (if not already created) an entity for undertaking business incubation and entrepreneurship development activities and executing obligations under the proposed SCHEME. This entity is referred henceforth as the BUSINESS INCUBATOR.
- 2.2 The activities of the BUSINESS INCUBATOR shall include:
 - 2.2.1 Nucleation of new business ideas by creating the environment and opportunities for know-how providers, entrepreneurs and financiers to meet each other and form business teams;
 - 2.2.2 Nurturing businesses in their start-up phase by creating and running an efficient business incubator offering not only space but also access to technology support, business mentoring, networks, scientific and information resources, and a generally conducive and supportive environment; and
 - 2.2.3 Promoting and running an active program for identification, creation, acceleration and translation (into practice) of business ideas suitable for new venture creation.
- 2.3 The HOST INSTITUTE shall provide ready-to-use, dedicated space for housing and operation of the BUSINESS INCUBATOR.
- 2.4 The HOST INSTITUTE shall be responsible for providing access to basic infrastructural facilities, office facilities and laboratory/ facilities for the BUSINESS INCUBATOR.
- 2.5 The HOST INSTITUTE shall be responsible for arranging the resources for the day-to-day operation of the BUSINESS INCUBATOR.
- 2.6 The operation of the BUSINESS INCUBATOR shall be governed by the Managing Committee which will be constituted with the approval of the Board of Governors (BOG) of the Host Institutions and comprise of at least the following:
 - 2.6.1 Executive Head of the BUSINESS INCUBATOR (Ex-officio Chairperson).
 - 2.6.2 One representative of the Government of India's promoter agency, in present case representative of Office of the DC (MSME), New Delhi (Member).
 - 2.6.3 One representative of the industry/industry association (Member).
 - 2.6.4 One representative of the financial institutions (Member).
 - 2.6.5 One representative from the academic community of the HOST INSTITUTION (Member).
 - 2.6.6 One R&D expert (Member).
 - 2.6.7 BUSINESS INCUBATOR Manager (Member-Secretary).

4.0 GENERAL

- 4.1 The HOST INSTITUTION/BUSINESS INCUBATORS shall submit the agreement made by them and with INCUBATEE to the Government before release of funds to the HI/BI for utilization by the incubatee. This agreement will be as per format in APPENDIX-II.
- 4.2 The assets created through the scheme shall not be transferred/disposed off without prior permission of the Office of the Government.
- 4.3 In the event it is found that the HI/BI has not utilized amount of grant, or any part of it, for the purpose agreed to in clause (2) of this agreement or has subsequently disposed off any of the assets acquired out of the grant without prior permission of the Government, the Government without prejudice to any other right, shall be entitled to terminate this agreement.

5.0 DISPUTE RESOLUTION

- 5.1 Any disputes shall be settled amicably between parties through the intervention and assistance of the Executive Head of the BUSINESS INCUBATOR. If the dispute is not resolved, then the matter may be escalated to the attention of the Executive Head of the Host Institute. If the dispute is still not resolved then the matter be referred to the Additional Secretary & Development Commissioner (MSME) whose decision shall be final and binding on all parties.
- 5.2 Any disputes, which can not be settled amicably between the parties shall be referred for arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 to an arbitrator nominated by the Secretary, Department of Legal Affairs, M/o Law & Justice, Government of India. Provision of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. Courts in Delhi shall have jurisdiction in the matter.

6.0 NOTICE

- 6.1 The address of the Parties for all communications is:

Government

**Additional Development Commissioner
& Economic Advisor (MSME),
Office of Development Commissioner (MSME)
7th Floor, Nirman Bhawan
New Delhi – 110108**

Incubator

**Prof. Anand Mohan
Registrar
Dayalbagh Educational Institute
Dayalbagh
Agra- 282005**

- 6.2 All notices with the aforesaid address sent by pre-paid registered post or speed post or sent by fax with confirmation of its delivery or e-mail shall be deemed to have been served and

received by the addressee within the time they should have been delivered/received at the addressee's end. Any change of address will not be valid unless acknowledged by the other party.

IN WITNESS WHEREOF, the representative of the Parties to this agreement being duly authorized have hereunto set their hands and have executed those present this 23rd day of September 2015.

For & on behalf of the President of India
Additional Development Commissioner
& Economic Adviser (MSME)
Office of the Development Commissioner (MSME)
7th Floor, Nirman Bhawan
New Delhi - 110108

Witness: *Amth*

Witness:

एओ को मित्रा/A.K. MITRA
उप निदेशक/Assistant
महानिदेशक, (मो लो एम मे एम)
महानिदेशक, (मो लो एम मे एम)
Ministry of Micro, Small & Medium Enterprises
Office of the Dev. Comm. (MSME)
7th Floor, Nirman Bhawan
New Delhi - 110108

AD - MC

Arundhan
Registrar
Dayalbagh Educational Institute
(Deemed University)
Dayalbagh, Agra-202005

DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-202005

Witness:

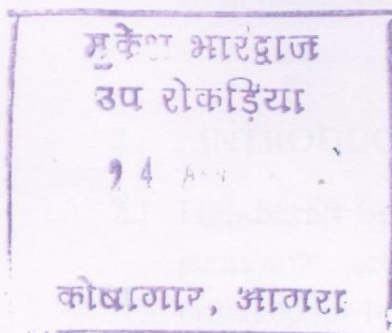
Witness:

Business Incubator Man



उत्तर प्रदेश UTTAR PRADESH

DH 309547



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding

BY & BETWEEN

Dayalbagh Educational Institute (DEI) having its headquarters at Dayalbagh, Agra - 282005 (UP) hereinafter referred to as "DEI") and represented by its Director of one part,

And

The Ministry of Textiles ("MOT") through Office of Development Commissioner for Handicrafts (hereinafter referred to as "Ministry of Textiles" of the other part, collectively referred to as 'Parties'.

1. PARTIES

- 1.1 Ministry of Textiles, Govt. of India, through the Office of Development Commissioner for Handicrafts, is working for sustainable development of Handicraft Sector by implementing various development and promotional schemes. Main objectives of these schemes are to increase earnings of Artisans, their empowerment and welfare.

R S

1.2 The Dayalbagh Educational Institute with its headquarters at Dayalbagh, Agra, is spread in 54 acres of land, comprises of 7 faculties, Women's Polytechnic, Technical College, Prem Vidyalaya Girls Inter College and REI Boys Inter College. DEI is a pioneer in imparting vocational education and has reached to the underprivileged through its 91-distance education centers in India, 7 abroad and 333 ICT centers. Skills have been vocationalized and the course contents have been created in regional languages for easy dissemination and learning for the people who need it most.

Besides running vocational programmes in the area of textiles including Block Printing, Tie and Dye, Screen Printing, Cutting and Tailoring, Dress Making and Jewellery-Design, Clay Molding, Indian Miniatures etc., DEI is also running vocational programmes in Automobiles, Food Processing and Preservation, Dairy technology, Renewable Energy etc.

2. INTRODUCTION

2.1 Handicraft Sector is a part of Textile industry, which is the largest economic activity after agriculture. Close to 69 lakh people are engaged in handicrafts and allied activities. Ministry of Textiles has envisaged a new strategy for promoting production and marketing of high value quality Handicraft Products with the key objective of enhancing the earnings of Handicraft Artisans. Handicraft Sector is an unorganized rural based cottage industry with low literacy rates. The main reason for this is non-availability of time to pursue formal schooling. To empower the artisans, and to enable them and their families towards career progression, it is imperative to provide them with opportunities of pre-degree education in a flexible manner along with relevant knowledge, skill and values pertaining to fields like design, marketing, e-commerce, business development, etc. so that they can set up their own business/enterprise to meet their aspirations.

2.2 DEI is one of the pioneers in the nation to formalize skill education way back in 1927. Skill based courses took central place in the educational policy of DEI in the form of work experience courses since 1981. The knowledge and experience generated by this innovative policy was further used in vocationalizing essential skills and creating formal courseware. Success of these courses in connecting the school drop outs to the main stream education and making them equipped for informal/formal job sector led to the expansion of vocational education. This also added new dimensions to the existing educational framework of the DEI. At present DEI is disseminating the knowledge-based, skill education across the country with an aim to reach to the last link of the social chain.

3. SHARED UNDERSTANDING

3.1 There is large scope for collaboration and co-operation between Ministry of Textiles and Dayalbagh Educational Institute to offer Basic Education at the Secondary and Senior Secondary levels, with specialized subjects on design, marketing, business development, etc. through distance learning mode for Handicraft Artisans and their families through knowledge sharing, resource optimization and synergy of institutions. For achieving the desired outcome, Ministry of Textiles and Dayalbagh Educational Institute hereby agree to cooperate and collaborate in the area of education for Handicraft Artisans and their children.

4. RESPONSIBILITIES OF MINISTRY OF TEXTILES

The responsibilities of MOT under this MoU will be to:

- 4.1 Conduct advocacy to publicize such learning opportunities and the courses specially developed for Handicraft Artisans.
- 4.2 Facilitate opening of adequate number of DEI Study Centres in major Handicraft Clusters.
- 4.3 Provide experts on Handicraft industry-related subjects from its institutes and centers for practical component of the courses.
- 4.4 Work with various Ministries for convergence of scholarship schemes to assist Handicraft Artisans to pay fees for such courses.

5. RESPONSIBILITIES OF DEI

The responsibilities of DEI under this MoU will be to:

- 5.1 Design courses especially relevant to Handicraft industry.
- 5.2 Popularize these courses in their publicity literature and other media.
- 5.3 Conduct research for need analysis and feed forward studies.
- 5.4 Admit learners, provide learner support, conduct examinations and issue certificates as per DEI norms, for which learners will pay requisite fees as decided by DEI
- 5.5 Carry out survey of prospective learners in identified Handicraft clusters in association with other organizations.

6. IMPLEMENTATION MECHANISM

- 6.1 Both the Parties will nominate Nodal officers for implementing objectives of this MoU.
- 6.2 An Executive Committee, having three members from each side to operationalize and implement this MOU as well as monitor its progress from time to time, will be set up to implement the provisions of the MoU and monitor the progress. Development Commissioner (Handicrafts) and Director, DEI will co-chair the Executive Committee.
- 6.3 One time cost to DEI for development of courses, research studies and project monitoring etc. will be borne by the Ministry of Textiles on the basis of mutually agreed proposal.
- 6.4 This MoU will be operative for 5 years with effect from 22nd March 2017

7. SETTLEMENT OF DISPUTES

That in case of any dispute between first party and the second party arising out of or in relation to this MOU, the dispute shall be referred to the Secretary, Government of India, Ministry of Textiles and their decision shall be final and binding on both the parties.

8. INTELLECTUAL PROPERTY

DEI is the owner of all the copyright and intellectual properties with regard to learning material(s) developed by DEI. Similarly, MOT or a designated authority will have copyright over the learning materials developed by them.

9. AMENDMENT

No Amendment or change hereof, or addition hereto, shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective, duly authorized representatives of each of the parties hereto.

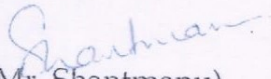
10. FORCE MAJEURE

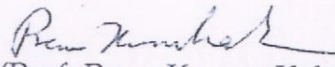
DEI and MOT shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond reasonable control, including but not limited to act of nature, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, terrorist activities, strikes or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such aspect being beyond the control of participating agencies, appropriate strategies would be worked out to compensate the project activities/schedules accordingly.

These parties hereto, have caused this MoU to be signed in their respective names by their respective duly authorized representatives as on the date first above written.

For and on behalf of
Ministry of Textiles

For and on behalf of
Dayalbagh Educational Institute


(Mr. Shantmanu)
Development Commissioner (Handicrafts)
West Block no. 7, R.K. Puram, Sector-1
New Delhi-110066


(Prof. Prem Kumar Kalra)
Director,
Dayalbagh Educational Institute
(Deemed University)
Dayalbagh, Agra-282005

शान्तमानु / Shantmanu
विकास आयुक्त हस्तशिल्प / DC (Handicrafts)
भारत सरकार / Government of India
वस्त्र मंत्रालय / Ministry of Textiles
कार्यालय विकास आयुक्त (हस्तशिल्प)
Office of the Developers Commissioner (Handicrafts)
पश्चिमी खण्ड-7, रा.क.पुरम, नई दिल्ली-66
West Block No-7, R.K. Puram, N Delhi-66

Date : 19th May 2017

Seal

In the presence of
Witness (1)

Witness (2)

Date : 19th May 2017

Seal

In the presence of
Witness (1)

Witness (2)



कुलसचिव
REGISTRAR

गोविन्द बल्लभ पंत कृषि एवं प्रौद्योगिक विश्वविद्यालय
पंतनगर - 263145, ऊधमसिंह नगर, उत्तराखण्ड (भारत)
Govind Ballabh Pant University of Agriculture & Technology
Pantnagar - 263145, Udham Singh Nagar, Uttarakhand (India)

No.REG/PS/MOU/2018/
Dated: 25.09. 2018

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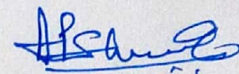
Dr. P.K. Dantu,
Dean, Dayalbagh Educational Institute
Agra

Sir,

Please find enclosed the original copy of MOU between G.B.Pant University of Ag. & Tech. Pantnagar and Dayalbagh Educational Institute Agra signed and executed on 20th Aug, 2018 for your kind perusal and records.

Please acknowledge the receipt of the same.

Yours sincerely,


(A.P. Sharma)

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



**G. B. PANT UNIVERSITY OF AGRICULTURE AND TECHNOLOGY,
PANTNAGAR, UTTARAKHAND**

AND



**DAYALBAGH EDUCATIONAL INSTITUTE (DEEMED UNIVERSITY),
DAYALBAGH, AGRA, U.P.**

FOR FACILITATING

**FACULTY AND STAFF EXCHANGE,
COLLABORATIVE RESEARCH, TEACHING AND OUTREACH
PROGRAMMES**

I. Preamble

This Memorandum of Understanding (MoU) constitutes an agreement between G.B. Pant University of Agriculture and Technology (henceforth, GBPUA&T), Pantnagar, Uttarakhand and Dayalbagh Educational Institute (henceforth, DEI) (Deemed University), Dayalbagh, Agra, U.P. to join in a strategic alliance to undertake a series of collaborative activities of common interest and mutual benefit.

GBPUA&T has a strong presence in Agriculture, Technology and Home Science; while DEI is strong in skill development, solar energy utilization, basic sciences, home sciences, remote sensing and natural product development. This linkage is developed between the two Institutes keeping in view the commonality of interests and their belief that a linkage between them would strengthen their joint and individual capacities.

II. Objectives

The objectives of this linkage are to develop long-term activities. As long as the activities are financially feasible and within the policies of either Institute, the parties agree to pursue mutual interest in the following types of activities:

Long-term and short-term exchanges of faculty and staff: Sabbaticals, faculty improvement leaves, visiting professorships, research collaboration, and other activities in areas of mutual interest and expertise are contemplated.

Programmes relating to research, teaching, and/or outreach: These programmes may encompass any discipline to the extent that suitable counterparts exist.

Encouragement of students to study at the partner institute at undergraduate and/or graduate level: Such student exchange programmes could be developed as will be benefitting students from either Institute. Terms of attendance, costs, and courses of study will be determined on case to case basis.

III. Programme Management

Each activity will be jointly planned, implemented and evaluated and will be described in a plan of work which will include programmatic and budget details. Activities will permit publication, dissemination and sharing by the two institutes of all the facts. Exchange and dissemination of information will include both the exchange of working papers on joint research and the identification of materials for publication.

This MoU does not obligate either institute to provide funding or direct support for future collaborative activities. However, either institute or both may choose to provide support on a case-by-case basis. It is further understood that both institutes will jointly and separately seek funding from third parties to support activities to be carried out under this MoU. Implementation of specific collaborative programmes will depend upon the availability of funds. The GBPUA&T and DEI, Agra will assist one another with applications to funding sources for financial support of this cooperation and exchange.

Each institute has designated an individual to serve as a point of contact. These officials are identified below:

**For G. B. Pant University
of Agriculture and Technology,
Pantnagar, Uttarakhand**

**For Dayalbagh Educational Institute
(Deemed University), Dayalbagh,
Agra, U.P.**

**Name : Dr. J. Kumar
Designation: Dean, Agriculture
E mail id : agpdean@yahoo.com**

**Name: Prof. Prem Kumar Dantu
Designation: Dean, Agriculture (outreach)
E mail id: premdantu@gmail.com**

The representatives mentioned above will be responsible for monitoring programme activities in the framework of this MoU, promoting achievement of the objectives of the agreement and reporting to their respective institutes the advances made.

This Memorandum will be in effect for five years, commencing on the date of the last signature affixed to this document. At the end of this period, each institute will review the types and extent of collaborative activities undertaken and determine whether or not the MoU should be renewed. The Memorandum can be amended, with the approval of both parties, by means of exchange of letters through the authorized officials at each institute. Either party may initiate the exchange of letters.

The Memorandum may be terminated by either party giving written notice of the intent to terminate the MoU. Such termination will not affect the execution and conclusion of specific activities in effect under terms of this MoU, nor publication and dissemination of results of research in progress. Insofar as possible, such notice will be given three months in advance of the desired termination date.

This Memorandum constitutes the entire agreement between the two parties. All prior discussions, agreements, and understandings whether verbal or in writing, are merged in this MoU. For conditions of the affiliation not covered by this MoU or for problems that arise while the MoU is in effect, both parties agree to refrain from unilateral action and to consult and negotiate agreeable decisions. This Memorandum is designed to facilitate and develop a genuine and mutually beneficial process of cooperation and exchange and is not a contract creating legal or financial relationships between the two parties. The two parties do not discriminate on the basis of age, marital status, race, gender, ethnicity, religion, or disability.

Either party will not use the logo and / or name of the institute / university on their academic degree and any such document.

In case of any dispute Vice-Chancellor, G.B.P.U.A. & T., Pantnagar and Director (V.C.), DEI shall set up a mutually acceptable Arbitrator or Arbitration Committee whose decision shall be final and binding on both parties.

IN WITNESS THEREOF: The GBPUA&T, Pantnagar and DEI, Dayalbagh have executed this Memorandum of Understanding as of the last date affixed below.

Signed and executed this day of 20 August 2018 by the GBPUA&T, Pantnagar and DEI, Dayalbagh, for a period of five years with the seals of both the parties affixed here below:

Signature

Authorized Signatory

**G. B. Pant University of Agriculture
and Technology, Pantnagar,
Uttarakhand**

Signed in the presence of

(Signature of Witness)

Seal of the University

Date



Signature

Authorized Signatory

**Dayalbagh Educational Institute
(Deemed University), Dayalbagh,
Agra, U.P.**

Signed in the presence of

(Signature of Witness)

Seal of the University

Date

