



Memorandum of Understanding (MOU)

between

**AKGEC Skills Foundation, (ASF)
An ISO: 9001- 2008 company, Ghaziabad**

And

**Uttarakhand Technical University, Dehradun
(State Technical University)l**

August 2017

This Memorandum of Understanding (MOU) is entered into on 21st day of Aug, 2017 (“Execution Date”) by and between:

AKGEC Skills Foundation, (ASF) An ISO: 9001- 2008 company registered under section 8 of companies act, 1956 having its registered office at “AKGEC Campus, 27th Km. Stone Delhi-Hapur bypass Road, NH-24 Ghaziabad-201009”, (hereinafter referred to as “ASF”) which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns of the FIRST PART.

AND

Uttarakhand Technical University, a Uttarakhand State Technical University located at Government Girls Polytechnic, post office , Chandanwadi, Prem Nagar Suddhowala, Dehradun Uttarakhand (Hereinafter referred to as UTU), of the SECOND PART (who for the purpose of this MoU are hereinafter after individually referred to as party’ and collectively referred to as the parties).

WHEREAS:

A. AKGEC Skills Foundation’(ASF) an initiative promoted by IIMES in collaboration with National Skill Development Corporation (NSDC) to strengthen ‘Skill India Mission’ launched by Ministry of Skill Development & Entrepreneurship, Govt. of India.

ASF is having Centres of Excellence (COEs) in the field of Industrial Automation, Robotics, Advance Manufacturing & Fabrication, established in collaboration with eminent multinational industries like SIEMENS, KUKA, BOSCH Rexorth, Mitsubishi Electric, National Instruments, Carl Zeiss, Messer, Fronius, SCHMALZ & Pepprel+Fuchs.

B. The Uttarakhand Technical University (UTU), Dehradun was established by Govt. of Uttarakhand through the Uttarakhand Technical University Act 2005. UTU is the only affiliating University of the state for technical institutions. There are 6 Constituent, 2 Autonomous and 131 other affiliated colleges with approx 43,000 students enrolled in Graduate, Post Graduate and Doctorate programmes in various disciplines like Management, Engineering, Hotel Management, Computer Application, Pharmacy etc.

The Parties mutually agree to enter into this MOU to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other to develop technical skills, in young students of UTU to make them industry ready.

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NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

OBJECTIVES OF MOU

The primary purpose of this Memorandum of Understanding is to combine the efforts of UTU & ASF to collaborate with each other for providing assistance to produce industry ready, highly skilled, globally employable young engineers in the field of Industrial Automation, Robotics, Manufacturing & Fabrication, to support 'Make in India' & 'Startup India' initiative launched by Govt. of India, through Skill India Mission.

TERMS OF AGREEMENT

- i. This MOU shall be effective from the date of its approval by competent authorities at both ends.
- ii. The duration of this MOU shall be initially for a period of 5 years from the effective date. It may further be extended on mutual consent.
- iii. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MoU will not affect the interests of the students, Faculty and Scientists, who have been admitted to pursue a programme/ training course/ project work under the MoU.

AREAS OF COOPERATION

The areas of collaborations and responsibilities are outlined below. The Parties may add or remove any identified area from the list below, as may be mutually agreed between them, from time to time, by way of prior written acceptance from both the Parties.

ASF & UTU shall discharge all or any of the below listed activities either itself or through its channel partner organisation/ affiliated Institute:

1. ASF is having state of art facility in the field of Industrial Automation, Robotics, and Advance Manufacturing & Fabrication, established in collaboration with eminent multinational industries. UTU will recognize ASF as one of its approved Research & Training Centers.
2. ASF can conduct Summer/ Industrial/ Short term training of UTU students at various COEs functional at ASF campus and facilitate award of global certifications to the participants on their successful completion of program by Industry partners. UTU may encourage its Students/ Researchers to develop their core competency and achieve National & International certifications to become industry ready workforce. Details of training programs, course fee and choice of certifications are given at annexure-I & II

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3. ASF is having specialised facility for product, process and prototype development/ proof of concepts. UTU Students, Researchers and Young Entrepreneurs/ Startups may avail such facility to meet their requirements as per mutually agreed terms.
4. UTU Students, Researchers and young entrepreneurs/ Startups may avail Non Destructive Testing-NDT & DT and Measurement & Metrology services available at ASF
5. ASF shall allow Students, Faculty, Researchers and Young Entrepreneurs/ Startups of UTU to avail on campus residential facility at Boys & Girls hostel/ Guest House at nominal cost during their training, project/ product development activity at ASF campus.
6. Both ASF and UTU shall encourage interaction between the Scientists, Engineers, Research fellows, Research scholars, faculty members and students/ trainees of both the organizations through following arrangements.
 - a) Competency Development Programs on new and upcoming technologies
 - b) Technology Roadshows / Technical Workshops/ Project Competitions
 - c) Organization of joint meetings, conferences, and seminars
 - d) Joint guidance of students projects/ Thesis
7. ASF and UTU may provide joint press release to create awareness among all students and faculty to make use of this tie-up for the skill development, through the use of multidisciplinary tools and technologies, in the field of Industrial Automation, Robotics, Advance Manufacturing & Fabrication.
8. ASF and UTU shall make provisions to share their respective important R&D/ Lab facilities in order to promote academic and research interaction in the areas of cooperation.
9. ASF and UTU shall permit the exchange of technology developed in-house in the areas of cooperation, within the mutually agreed terms and condition.
10. ASF and UTU shall provide access to the available resources/ facilities to scientists, engineers, Faculty members and students as per the prevailing rules and norms in the respective organization/ institute.

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M/s EduDite Consultancy Pvt Ltd., Kashipur (UK) is one of the consultant member company of ASF. EduDite Consultancy will be authorized by ASF to facilitate scheduling and implementation of above programs/ activities, as per mutual terms and academic calendar/ availability of both the organizations.

IPR

Rights regarding publication, patents, royalty, ownership of software/ Design/ product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

Confidentiality

During the tenure of the MoU both ASF and UTU will maintain strict confidentiality and prevent disclosure of all the information and data exchange under the scope of this MOU for any purpose other than in accordance with this MoU.

Both ASF and UTU shall bind their respective personal, who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than interred under this agreement.

Further both ASF and UTU shall put it in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information

Confidential information shall mean any proprietary information data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing part under this agreement or any subsequent agreement weather in verbal or electronically, irrespective of the medium in which such information is stored which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions, however confidential information shall not nuclide any data or information which.

- i. Is or becomes publicly available through no fault of the receiving party.
- ii. Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- iii. Is independently enveloped by the receiving party without reference to the confidential information of the disclosing party.
- iv. Is rightfully by the receiving party from a third party or is in the public domain.
- v. Is disclosed with the written consent of the party whose information it is.
- vi. Or is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

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Amendments

Any amendment and/or addenda to the agreement shall be in writing and signed by the parties hereto and shall only after such execution be deemed to form part of the Agreement and have the effect of modifying the Agreement to the extent required by such amendment or addenda.

Resolution of disputes

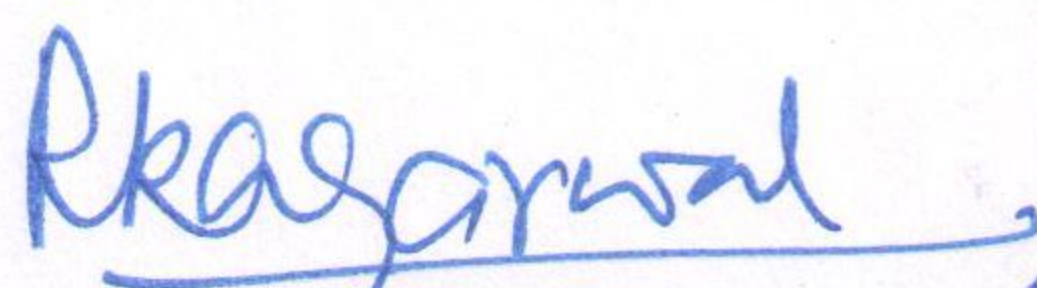
- i. This agreement shall take effect and be construed in accordance with the laws of India and be subject to the jurisdiction of the courts at Dehradun.
- ii. The dispute or difference whatsoever arises between Parties in relation to or in connection with this Agreement both the parties shall first try resolve the dispute/difference amicable between them. Failing which the matter shall be referred to and settled through arbitration, the arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act, 1996. The venue of arbitration shall be Dehradun and Language of arbitration shall be English.

Miscellaneous

- i. The heading and sub- heading are inserted for convenience only and shall not affect the construction of this Agreement.
- ii. No failure to exercise and no delay in exercising, on the part of a party. And right remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or any right, remedy, power or privilege hereunder preclude any other or further exercise thereof to the exercise of any other right, remedy, power or privilege. The rights, remedies power and privileges herein provided are cumulative and not exclusive of any exclusive of any right remedies, powers and privileges provided by law.
- iii. After this agreement has been signed, all preceding understanding/ Negotiations and correspondence pertaining to it shall become null and void.

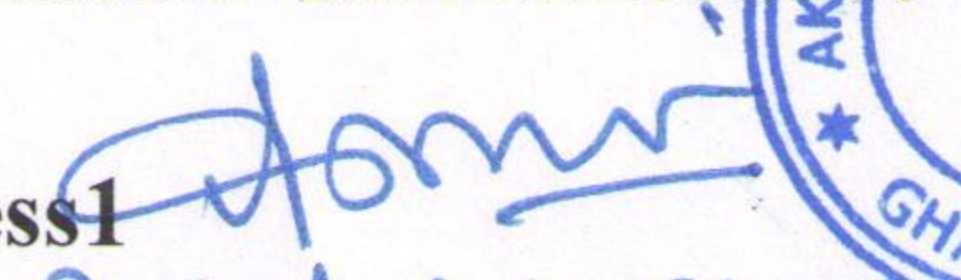
In witness whereof this MoU has been executed by the duly authorized representatives of ASF and UTU hereto on the dated 21st August, 2017 Dehradun.

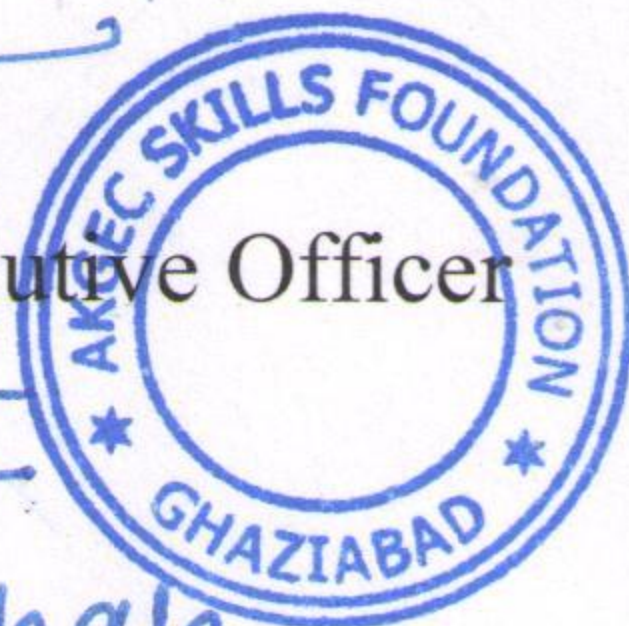
For AKGEC Skills Foundation



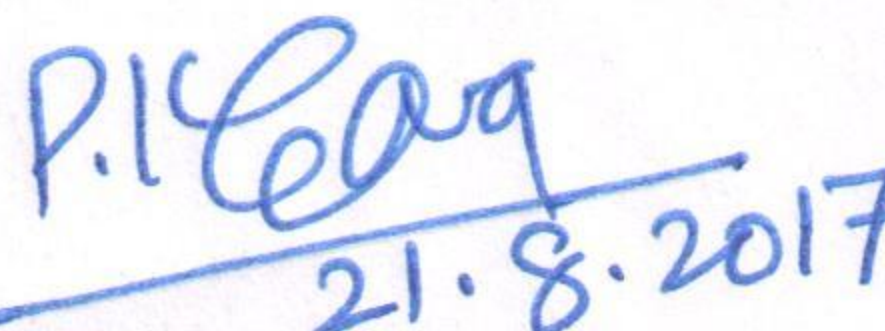
Name: Dr. R.K. Agarwal
Designation: Chief Executive Officer

Witness1


Name: Prof. Ashish Shah
Designation: Head/COO



For Uttarakhand Technical University


21.8.2017

Name: Dr. P.K. Garg
Designation: Vice Chancellor
Uttarakhand Technical University
Dehradun

Witness2


Name: _____
Designation: Asst. Registrar
Uttarakhand Technical University
Dehradun