Mou With Educate Technologies Put. Ltd. Banglore

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Dr B C Roy Engineering College - Durgapur AND EdGate Technologies Pvt Limited

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 21.st..day of August 2021 by and between.

Dr B C Roy Engineering College - Durgapur , the First Party represented herein by its Principal / Director / Head of Institution Dr B C Roy Engineering College - Durgapur, And EdGate Technologies Pvt Limited. The Second party, and represented herein by its Director Gurpreet Singh.

WHEREAS:

- A) First Party is a Higher Educational Institution named: Dr B C Roy Engineering College Durgapur.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) EdGate Technologies Pvt Limited, the Second Party is engaged in << Embedded Systems, IoT and Robotics.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish cooperation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the Dr B C Roy Engineering College Durgapur, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid for 3 years until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party

Second Party

M/s EdGate Technologies Pvt Ltd

Mr Gurpreet Singh

Director

Dr. B. C. Roy Engineering College DURGAPUR

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

College name

&

M/s EdGate Technologies Pvt Limited

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, R&D SERVICES AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 26th day of – August – Two Thousand and twenty one (2021), by and between

College name, the first party—represented herein by its Name of Competent Authority / Representative (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

AND

M/s EdGate Technologies Pvt Limited and #479, HMT Layout, R.T.Nagar, the Second Party, and represented herein by its Mr Gurpreet Singh (Director), (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

First Party is a Higher Educational Institution named: College name

First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

- M/s EdGate Technologies Pvt Limited —, the Second Party is engaged in Business,
 Manufacturing, Skill Development, Education and R&D Services in the fields of name of trade
 and services under the industry concerned - and related fields
- M/s EdGate Technologies Pvt Limited —, the Second Party is promoted by promoter name
 Group; Address and background of the Company.

Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge. (Annexure 1)

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

Restrictions:

This MOU is largely focused with training program related to Institution. Both parties could collaborate and submit joint proposals for research grants from funding agencies like VGST, DST, ISRO, DRDO etc.....

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 The MOU will be valid for Three Years from Date to Date and will be reviewed and revalidated mutually.
- 4.3 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations
- 4.4Services" shall mean the obligations, duties and services to be provided by Parties under this Agreement as described in an attached Statement of Work in Annexure "A" which is attached hereto and made part of this Agreement.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bangalore City.

AGREED:	
For Name of Institution	For Name of Industry
Authorized Signatory	Authorized Signatory
Name of Institution	Name of Industry
Address	Address
Contact Details	Contact Details
E-mails	E-mails
Web	Web
Witness 1:	Witness 2:
Witness 3:	Witness 4:
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ANNEXURE "A"

STATEMENT OF WORK

Technology:

- -Ultra Low Power Design
- -Real Time System Design
- -Analog Design
- -Wireless Connectivity and Internet of Thing (IoT)
- -ARM Technology
- -DSP Technology
- -Mixed Signal Processor
- Analog System
- -Robotics.

Online Internship Program (2 hours / day) desires to promote Employment Enhancement Training through interaction focusing on:

- To provide customized (2 Weeks,4 Weeks and 6 Weeks) Internship program / training to undergraduate students on latest technologies like Embedded Systems, IOT, Application, ARM Technology and IoRT (Internet of Robotic Things) Analog System Robotics and latest technologies.
- 2. Above technologies are the most qualified and multidisciplinary skills which are in demand in IT industry and gives an edge with new dimension for the students to learn & make use of above technology that enhances their industrial skills for better employability
- EdGate Technologies will issue the Internship certificates to the students who undertake the training in consultation with College Name as per its certification standards.

Commercials: ONLINE	No. of Weeks	Suggested Students	Price per Students Including GST
Name of the Course	2 Weeks	50 - 400	INR 1500 Per student
Internship Program	4 Weeks	50 - 400	INR 3000 Per student
Internship Program			

Bayanua sharing:

Revenue sharing.	No. of Day	Suggested Students	Revenue to be shared with college	
Name of the Course	2 Weeks	50 - 400	INR 200 per student	
Internship Program	4 Weeks	50 - 400	INR 500 per student	\Box

Internship / Training/SDP/FDP Program @ College Campus (4 hours / day) desires to promote Employment Enhancement Training through interaction focusing on:

- To provide the customized (1 Week ,2 Weeks,4 Weeks) Internship program / training to undergraduate students on latest technologies like Embedded Systems, IOT, Application, ARM Technology and IoRT (Internet of Robotic Things) Analog System Robotics and latest technologies.
- 2. Above technologies are the most qualified and multidisciplinary skills which are in demand in IT industry and gives an edge with new dimension for the students to learn & make use of above technology that enhances their industrial skills for better employability

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- EdGate Technologies will issue the Internship certificates to the students who undertake the training in consultation with College Name as per its certification standards.
- 4. College to provide accommodation to our engineer in good condition at their Guest House or 5. The commodation.
- 5. EdGate will bring necessary tools and software for the Training

Commercials: OFFLINE @ College Campus:

	J		
Name of the Course	No. of Day	Suggested Students	Price per Students Including GST
Internship Program Internship Program	Two Week Four week	30-50 30-50	INR 4000 Per student

Revenue sharing:

Name of the Course	No. of Day	Suggested Students	Revenue to be shared with college
Internship Program	Two Week	30-50	INR 500 per student INR 1000 per student
Internship Program	Four week	30-50	

Note : Payments should be collected and paid in advance by the college to EdGate.

Internship Program @ EdGate Technologies Pvt Ltd Campus (4 hours / day)desires to promote Employment Enhancement Training through interaction focusing on:

- To provide the customized (15 Days One Month and Two Month Internship program / training to undergraduate students on latest technologies like Embedded Systems, IOT, Application, ARM Technology and IoRT (Internet of Robotic Things) Analog System Robotics and latest
- Above technologies are the most qualified and multidisciplinary skills which are in demand in IT
 industry and gives an edge with new dimension for the students to learn & make use of above
 technology that enhances their industrial skills for better employability
- EdGate Technologies will issue the Internship certificates to the students who undertake the training in consultation with College Name as per its certification standards.
- 4. EdGate will assist students with PG Details which they can book accordingly near to our office Campus. EdGate will not provide any accommodation.
- 5. EdGate will provide necessary hardware kits and software to students during the training

Commercials: Offline and Online (Hybrid Mode)

Name of the Course	No. of Day	Suggested Students	Price per Students Including
Internship Program Internship Program	Two Week Four week	50 - 60 INR 3000 Per student	
Revenue sharing:			- Student

Name of the Course	No. of Day	Suggested Students	Revenue to be shared with college
Internship Program	Two Week	50 - 60	
Internship Program	Four week	50 - 60	INR 200 per student
Note: D			INR 500 per student

Note : Payments should be collected and paid in advance by the college to EdGate.

Agreed:	
For Name of Institution	For Name of Industry
Authorized Signatory	Authorized Signatory

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