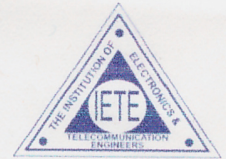




उत्तर प्रदेश UTTAR PRADESH

EN 809036



This Memorandum of Understanding (MOU) is entered into on 24th day of April'19 ("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

The Institution of Electronics and Telecommunication Engineers , having its registered office located at #2 Institutional area, Lodi Road, New Delhi (Hereinafter referred to as IETE), 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).



क्र०स० १९ दिनांक 18/3/19

स्टाम्प की प्रकृति

स्टाम्प केता का नाम व पता

स्टाम्प की राशि

सद्विज्ञा यथा स्टाम्प विक्रेता

ला०न०-380, लाइसेंस की अवधि 31-03-20

विक्रय स्थल-फरीदगढ़ कम्पाउन्ड, गा०प०प०

A K G. इन्वेंटरिजिस्ट्रार अफिस

ग०प०

EN 699036

UTTAR PRADESH



This Memorandum of Understanding (MOU) is entered into on 30th day of April 19

(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, 37th Km. Stone Delhi Gurgaon Bypass Road, NH-24 Ghaziabad-201009", (hereinafter referred to as "ASF") which provision shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns of the FIRST PART.

AND

The Institution of Electronics and Telecommunication Engineers, having its registered office at 82 Institutional Area, Lodi Road, New Delhi (hereinafter referred to as IETE) of the SECOND PART (who for the purpose of this MOU are hereinafter referred to as the "IETE") 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 Institution of Electronics and Telecommunication Engineers (IETE) is India's leading recognised professional society devoted to the advancement of Science and Technology of Electronics, Telecommunication & IT. Founded in 1953. The IETE is the National Apex Professional body of Electronics and Telecommunication, Computer Science and IT Professionals. It serves more than 1,25,000 members (including Corporate, Student and ISF members) through various 64 Centres, spread all over India and abroad. The Institution provides leadership in Scientific and Technical areas of direct importance to the national development and economy. Government of India has recognised IETE as a Scientific and Industrial Research Organization (SIRO) and also notified as an educational Institution of national eminence.

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 IETE to make them industry ready.

Objectives of MOU

The primary purpose of this 'Memorandum of Understanding' is to promote cooperation/collaboration between ASF and IETE to promote high end multidisciplinary engineering tools and technologies among youth to provide them opportunity to learn and earn global certifications by eminent multinational industries, through their active participation in Short Term Vocational Training Programs, to be conducted at various IETE centers across the country. These programs are to be conducted to strengthen the 'Make in India' and 'Skill India' initiatives of Govt. of India, expected to boost employability of young aspirants at National & International level.





This document provides a framework for working relationship between IETE and ASF to ensure step by step Implementation for effective and beneficial co-operation.

Terms of Agreement:

This agreement shall be in effect as of the date signed by both parties and shall remain in effect for a period of 3 years, unless terminated earlier, and can be renewed with mutual consent thereafter.

Areas of Collaboration:

ASF and IETE will work jointly to promote high end multidisciplinary engineering tools and technologies among youth to provide them opportunity to learn and earn global certifications by eminent multinational industries. ASF & IETE shall perform the roles stated below to strengthen the intended objectives of MOU.

A. Role of IETE India:

1. IETE will provide the required Infrastructure including furnished space, internet, video conferencing facility, electrical connection with proper earthing suitable for electronic equipment, drinking water and other basic amenities/ facilities and administrative support to jointly organize mutually agreed training courses at various chapters/centers across the country.
2. IETE in consultation with ASF will identify prominent multidisciplinary training programs from the list of courses specified at Annexure-I, suitable for young aspirants considering industrial requirement of respective region.
3. IETE, will appoint Center Incharge (CI) and one Technical Assistant (TI) at the respective center to carry out this activity at their center and announce suitable incentive for them for achieving annual training target. CI & TI may be full time employee or having part time association with respective center. The CI & TI will be trained by ASF, duration of training will be for 3 days. This training will help them to identify potential benefits and technical insight of the programs offered jointly by IETE & ASF and also to learn marketing strategy to promote these programs among B.Tech, Diploma & ITI students in their respective regions.



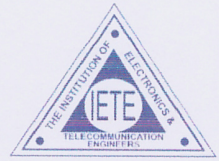


4. IETE will designate ASF as its knowledge partner for training programs jointly organized by both the parties.
5. IETE centers will display branding material related to training programs being offered through their center and also display posters/brochures at their notice board to provide wide publicity to these jointly organized training programs
6. IETE will support ASF to arrange placements for trained candidates and also facilitate Rozgar Mela, Campus Placement drive including interviews at their centers after successful completion of training.
7. IETE will share list of industries closely working with respective chapters to use them to schedule industry visits and OJT for program participants. List of Industry Experts available locally, connected with each center, may also be informed to ASF to invite them for delivering Guest lectures in their respective fields related to training programs.
8. IETE to identify best performing center for each financial year and give them suitable award/reward in IETE annual event
9. IETE in consultation with ASF, will prepare calendar of training programs schedule to organize at various locations throughout the year and update its website with program calendar and details on its website and offer online registration to candidates. Similar information will be available on ASF website.

B. Role of ASF:

1. ASF is having state of art facility in the field of Industrial Automation, Robotics, Advance Manufacturing, Welding, NDT, Additive Manufacturing, Reverse Engineering, IIOT, Virtual Instrumentation, established in collaboration with eminent multinational industries. ASF in collaboration with IETE, will jointly organize training programs as listed in Annexures-I, at various IETE chapters across the country in consultation with IETE HR
2. ASF will provide standard Registration kit to each student registered for the course, including Course Material, Handouts, Assignments, Note Book to each participant during the training.





3. ASF will deploy required trainer and training kits for the duration of the course at respective center of IETE. IETE will ensure safety of training kits and also provide lockable space free from moisture.
4. ASF will conduct theory and practical classes for each training program as per requirement and format of the program. Suitable highly professional and qualified Faculty will be deployed to conduct the classes as per program schedule.
5. ASF will conduct assessment of each candidate as per international norms specified for each training program and on successful completion, participant will be given Global Certification issued by respective OEMs i.e SIEMENS, MITSUBISHI, KUKA, BOSCH REXROTH, NATIONAL INSTRUMENTS, MESSER, FRONIUS, TUV Rehinland
6. ASF will also provide alternative certification to each program participant, on request, by paying prescribed charges, by respective Sector Skill Council/ NSDC/NSIC, Govt. of India
7. ASF will support program participants to get placed with its Industry partners and their channel partners/clients in India and abroad as per their requirement. Rozgar Melā and Placement Drives will be organized in close cooperation with each center possibly at respective center or at any convenient location as per Industry requirement and directive.
8. ASF & IETE jointly organize promotional workshops and seminars for students and Industry personnel for providing wide publicity and awareness about the latest tools and technologies available for youth to adopt them as choice of their career

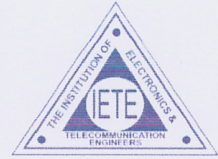
C. Revenue Sharing:

ASF and IETE will share 50:50 profit after deducting expenses incurred on each course for its successful completion. Expenses for Mobilization of Candidates, Trainer, Training Equipment Deployment, Course Material, Marketing, Assessment, Placement etc will be mutually discussed and finalized for each program with IETE HQ at Lodhi road.

D. IETE Logo:

Logo of IETE will be included on all programs handouts / catalogues, website acknowledging IETE as Knowledge Partner for the facility, by ASF. Usage of registered Logo of IETE for other than the above mentioned domains/modules would be done with prior approval of IETE only.





E. Confidentiality:

- **Obligations.** Each party acknowledges that in performing its obligations under this Agreement, it will have access to or be directly or indirectly exposed to the other party's Confidential Information (as defined below). Each party shall hold confidential and shall not disclose any of the other party's Confidential Information to any third party or use it for any purpose not expressly authorized by this Agreement without the express prior written consent of the other party. Each party shall take reasonable measures and efforts to provide protection for the other party's Confidential Information, including measures at least as strict as those that such party uses to protect its own Confidential Information, so long as those measures are not negligent.
- **Definition.** "Confidential Information" means proprietary and trade secret information in the possession or under the control of a party, whether oral, graphic, written, electronic or in machine readable form, relating to such party's technical and business affairs, including but not limited to: financial information; personal information of third parties (including Course registrants); member lists; sales promotional or marketing plans; any cost pricing or other financial data or projections; the identity and background of any customer prospect or suppliers; attendance sheets; and the terms and conditions of this Agreement (except that either party may disclose the terms of this Agreement to its legal and financial advisers for the purpose of obtaining legal or financial advice).

Confidential Information does not include information that the receiving party can show (i) was known to the receiving party or the public before disclosure; (ii) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving party; (iii) was received from a third party under no duty or obligation of confidentiality to the disclosing party; or (iv) the receiving party is required to disclose by legal process, except that the receiving party will make its best efforts to notify the other party of any such demand and will cooperate with the other party's effort to prevent or restrict disclosure.

F. Non-Exclusivity

IETE may enter into agreements with other entities and individuals in India and elsewhere to deliver the Course. ASF may enter into agreements with other institutions and entities to provide and market their proprietary Skill development courses and products. ASF may also create and market proprietary continuing education courses and products that it independently develops.





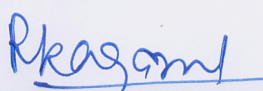
G. General

- Miscellaneous. This Agreement represents the final and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings concerning the subject matter of this Agreement. No amendment of this Agreement is valid unless in writing and signed by the parties. No waiver of any term or condition of this Agreement is valid unless in writing and signed by the party against whom enforcement is sought. No such waiver shall be deemed a waiver of any other term or condition or of any later breach of this Agreement or any part of it. This Agreement will be binding on and inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns. Notwithstanding the foregoing, part of the inducement for SIPL's entering into this Agreement is its reliance on ASF, expertise and commitment.
- Applicable Law. 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. The venue of the arbitration shall be at Delhi.


IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representation hereinafter identified.

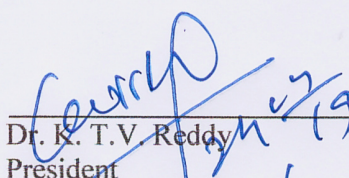
AKGEC Skills Foundation, Ghaziabad

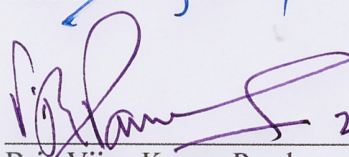
The Institution of Electronics and Telecommunication Engineers (IETE)


Dr. R.K. Agarwal
Chief Executive Officer




Prof. Ashiv Shah
Chief Operating Officer


Dr. K. T.V. Reddy
President


Brig Vijay Kumar Panday
Chairman, Skill Development Committee
24 Apr 2019