

Memorandum of Understanding

This Memorandum of Understanding is entered into on **19 April 2022 (Expected)**.

BETWEEN

Instrumentation Automation Surveillance & Communication Sector Skill Council having its corporate office at **B-12 Sector-1, Noida- 201301** (hereinafter called “**IASC**” or “**FIRST Party**” which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the **FIRST** part;

AND

Noida Institute of Engineering & Technology (NIET) has its campus in **Greater Noida** (hereinafter called “**University Partner /Host Institution/Incubation Centre**” or the “**SECOND Party**” which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the **SECOND** part;

“**Instrumentation Automation Surveillance & Communication Sector Skill Council**” and **Noida Institute of Engineering & Technology**” are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

Through this agreement, all the parties mutually agree to carry out the responsibilities stated in this document.

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

1. Objectives of the MOU

- a. To establish a Centre for Excellence (COEs) in Instrumentation Automation Surveillance & Communication and allied domains in collaboration with Industry Partners and IASC.
- b. Conduct capacity-building programs.
- c. To train and guide the prospective micro-entrepreneurs on industry product knowledge, technical skills, sales skills, and service skills for various products and services relevant to urban and rural economies and emerging sectors.
- d. To help the startups for setting up enterprises and mentor the entrepreneurs & facilitate in marketplace development and business strategy. To nominate industry experts for conducting various programs and events.
- e. To connect the entrepreneurs with Industry partners as local facilitators for the list mile sales/service/support point so that the entrepreneurs can provide the required sales, delivery, installation & repair services on behalf of the industry partners through Service Level Agreements, etc.
- f. To produce top-quality faculty/mentors through rigorous Training or Trainers in collaboration with Sector Skill Council.

2. Roles and Responsibilities of Stakeholders

2.1 Instrumentation Automation Surveillance & Communication Sector Skill Council:

Instrumentation Automation Surveillance & Communication Sector Skill council shall-

- a. Act as Knowledge partners to share the industry expertise in the respective sectors and Collaborate for establishing the COEs.
- b. Provide industry experts /resource persons for capacity-building mentoring.
- c. Provide NSQF based Curriculum and content for capacity-building training and certifications.
- d. Conduct Faculty /mentor Training and Certification.
- e. Facilitate and nominate industry partners and industry experts for organizing events such as Awareness events, workshops, ideations, Hackathons, pitch events, screening and mentoring, etc.
- f. Assess and Certify the Students trained in the Instrumentation Automation Surveillance and Communication sector

2.2 University Partner /Host Institution/Incubation Centre:

University Partner /Host Institution/Incubation Centre shall-

- a. Act as a Host institution and Training Partner.
- b. Will adopt the Qualification pack (QP) for training for different job roles as agreed mutually including the rollout of courses for Engineering Students to provide them with industry-focused Skill-based education.

- c. Will request requirement of new QPs as per specific needs.
- d. Establish COEs at the Campus location.
- e. Appoint contractors, if required, for providing all necessary construction services for civil, electrical, and other interior work packages.
- f. Nominate the Faculty for the Faculty Development Program by IASC
- g. Impart Domain Skill & Entrepreneurship skills training.
- h. Align the trained students for IASC Assessment and Certification.
- i. Provide necessary help to entrepreneurs in setting up the enterprises.
- j. Career guidance in the field of IASC.
- k. Handholding and Mentoring.

3. Financials

The provision will be worked out mutually between **IASC SSC & NIET** as the relationship progresses and these provisions will be respected by both parties after the same is finalized.

- **Branding and Marketing:** Each partner shall strictly follow the branding norms of each other in all branding /marketing platforms.
- **Duration:** The MOU shall be valid for 3 years from the date of signing.
- **No Exclusivity:** Both parties shall have the right to enter into a similar arrangement with any third party for a product or service during the term of this Agreement.
- **Confidentiality:** The Parties agree to keep confidential, the content of this Agreement and any and all information shared with each other and designated confidential. This obligation shall be applicable till the expiry of this Agreement and for 1 year thereafter.
- **Termination:** Either Party shall be entitled to terminate this Agreement by giving 6 months' advance notice in writing. Either Party shall be entitled to terminate this Agreement by giving 6 months' notice in case the other Party fails to fulfill its obligations enumerated in this Agreement and upon failure of the other Party to cure such failure within the said 3 months of the said other party being given written notice of the same by the said Party. However, if this agreement is terminated for any reason by either party by giving the notice in writing or expires after 36 months, the responsibilities of both the parties shall continue till the last admitted batch of the students/startups complete the proposed Program.
- **Indemnification:** Each party shall protect and indemnify the other party against any direct damages, claims, suits, actions, judgments, costs, and expenses directly arising out of or in any way connected with any act/ omission arising in relation to this Agreement

or in the case said party fails to fulfill its obligations enumerated in this Agreement or breach of representation and warranty provided in the agreement.

- **Dispute Resolution:** All disputes and differences howsoever arising out of or in connection with this agreement shall be mutually discussed and to be settled amicably.
- **Severability:** In the event that any term, condition, or provision of this MOU is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this MOU and shall be of no force and effect and this MOU shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this MOU.
- **Assignment:** This Agreement or any rights, and obligations under this agreement shall not be assigned by any party to a third party without the prior written consent of the other party. However, each party shall have the right to assign this agreement to any of its affiliates, associates, or group companies with prior intimation to the other party. Further, any party shall have the right to subcontract part of its obligation requiring special skill, and technology for fulfillment to a third party.
- **Force majeure:** Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent, such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, riots, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.
- **Independent Contractor:** The parties under this Agreement shall act as independent parties on a principal to principal basis. Under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture or employment between the parties. No party has the authority to bind the other or to incur any liability on behalf of the other, not to direct the employees of the other Party.
- **Warranties:** Each Party warrants to other Parties that (i) it has full right, power, and authority to enter into this Agreement and carry out its obligations under this Agreement; (ii) its entry into this Agreement and its performance of its obligations hereunder will: (a) not conflict with Applicable Laws or any agreement by which it is bound; and (b) not infringe the Intellectual Property Rights or other rights of any third party; (c) each party has obtained and shall maintain required approval, permission, consent, from Statutory or other authorities as required to perform an obligation under this MOU.
- **Limitation of Liability:** Notwithstanding anything contained in these Terms & Conditions, both parties shall in no event be liable for any special, indirect, consequential or

incidental damages (including but not limited to damages for loss of business profits, business interruptions, loss of business information, and the like) arising out of this arrangement, agreement, any documents referenced in this agreement, or any addenda or amendment hereto.

- **Intellectual Property Rights:** “Content” means any and all information and data, which may include but not be limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, offers, advertisements, interactive features, and other materials. Each party shall be the absolute owner of own the IPR for its own content created through the Program.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed and Delivered

**For Instrumentation Automation
Surveillance & Communication
Sector Skill Council**

**For Noida Institute of Engineering
and Technology**

**Mr. Brajesh Kumar Poddar
CEO**

**Dr. Vinod M. Kapse
Director- NIET**

Witness:

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Witness:

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