



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on 14th day of March, 2024 hereinafter referred as effective date) by and between:

Department of Technical Education, Government of Uttar Pradesh, having its registered office at Naveen Bhavan, 1st Floor, Room No. 63, Lucknow, Uttar Pradesh 226001, referred to as "DTE" which expression shall unless repugnant to the context thereof, include its successors), of the **FIRST PARTY**

AND

Consortium for Technical Education (CTE), a trust duly registered under the provisions of the Indian Income Tax Act, 1961, having its office at Phase III-B, 3rd floor, Shri Maharishi Tech Park, No. 4-5/3, Saravanampatti, Coimbatore – 641035, Tamil Nadu, India, represented by Mr. K. A. Alagarsamy, Director, (hereinafter referred to as CTE, which expression shall unless repugnant to the context thereof, include its successors), of the **SECOND PARTY**

Whereas both DTE, Government of Uttar Pradesh and CTE will jointly work to implement Centre of Excellence in Information Technology and Cyber Security for the benefit of students, unemployed youths and IT / Cyber security professionals in Uttar Pradesh.

Both Department and CTE are hereinafter individually referred to as "Party", and jointly referred to as "Parties".

1. PURPOSE & SCOPE OF MOU:

This MOU broadly defines the mode and methodology of operations and spells out the rights, roles & responsibilities of the parties here to in the following terms and conditions.

This MOU being a broad base for defining the operational framework, some of the activities could be brought under the purview of specifically drawn up projects and a specific MOU / Agreement shall be signed between the parties prior to the commencement of the work on the case-to-case basis in defining the rights and responsibilities of parties.

Objectives of the Project: Major objective of the project is to enhance the employability skills, encourage research and product development among the Unemployed youth / Students / IT & Cyber security professionals through offering hybrid mode of training programmes in the Centre of Excellence in Information Technology and Cyber Security.

Scope of the Project: Offer skill development programmes to the students / unemployed youth/ IT & Cyber security Professionals/faculty of Uttar Pradesh through setting up of Centre of Excellence for Information Technology and Cyber security, skill development training

programs, Joint Certification, Train the trainers and workshops.

2. KEY STAKEHOLDERS:

The key stakeholders of the MOU

- Department of Technical Education, Government of Uttar Pradesh
- CTE
- Unemployed Youth / Students / IT & Cybersecurity professionals

3. ROLES AND RESPONSIBILITIES OF THE PARTIES:

This initiative will operate under the following scope of roles and responsibilities.

3.1 ROLES AND RESPONSIBILITIES OF DTE:

The first party shall,

- Provide necessary and suitable space, Computer Hardware, Furnishings & fittings, Air condition, Electricity & power backup for setting up of Centre of Excellence to the second party.
- Shall provide accommodation for trainers and technical experts, brought in by CTE.
- Shall mobilize suitable candidates for the training programme.
- Shall act as nodal agency for implementing training programmes being implemented by the second party in the state of Uttar Pradesh.
- Shall allot coordinators/managers for implementing and oversee the day-to-day activities at the centre.
- Shall provide necessary support to the Second party in implementing training programs.
- Shall support in conducting outreach activities for mobilizing the suitable beneficiaries for training.
- Shall arrange/conduct orientation sessions for the principals and faculty on the training programme.
- Shall provide the necessary approvals as applicable from Government of Uttar Pradesh for establishing the Centre of Excellence and conducting training programmes.

3.2 ROLES AND RESPONSIBILITIES OF CTE

The second party shall,

- **Setting-up of Centre of Excellence or Infrastructure Support:** Setup and operate the "Centre of Excellence" in IT and Cyber security in locations identified by Govt. of Uttar Pradesh. Setting up of centre of excellence shall include bearing the cost for procuring the software, Installation, and delivering the training programs.
- **Knowledge Partner:** Support the FIRST PARTY as knowledge partner in establishing the industry specific labs in IT & Cyber security in other locations as specified by the FIRST PARTY (guidance from procurement to installation and commissioning of the lab equipment).
- **Curriculum Design:** Shall design and develop courses and curriculum in IT and Cyber security which are customized as per industrial requirement for the benefit of the students and unemployed youth.
- **Training to the Candidates:** Shall deploy the qualified trainers who shall train the

students / unemployed youth registered with FIRST PARTY in IT and Cyber security courses in order to bridge the skill gap and make them industry ready.

- **Training of Trainers:** Shall design and deliver the Training of Trainer Programme in IT and Cyber security.
- **Joint Certification:** Shall support first party in providing joint certification (by DTE and CTE) to the successfully trained candidates.
- **Industry Certification:** Shall arrange for optional Industry Certification for a nominal fee, mutually agreed by both the parties.
- **Guest Lectures:** Shall extend the necessary support to deliver guest lectures to the students or unemployed youth registered with FIRST PARTY on the technology trends and in-house requirements.
- **Faculty Development Programmes:** Shall train the Faculty of FIRST PARTY for imparting training as per the industrial requirement considering the National Occupational Standards in IT and Cyber security, if available.
- **Monitoring and Quality Assurance:** Shall regularly monitor the implementation of training programmes with utmost quality standards as defined by the competent authority and update progress to Department of Technical Education, Government of Uttar Pradesh.
- Shall provide the internship opportunities for students of Uttar Pradesh pursuing degree/engineering.
- Shall allot coordinators/managers for implementing and overseeing the day-to-day activities at the centre.

3.3 JOINT ROLES & RESPONSIBILITIES OF BOTH PARTIES

Both parties shall,

- Jointly plan and schedule the training programmes.
- Monitor and implement the training programs as per the set guidelines and norms.
- Draw the attention of the top management in case of any interface or operational problems.
- Ensure the safety of the personnel and material whenever placed at either end by the other party
- Not use/sell/license/rent technologies/resources/material/solutions of either party to/for any third party without the prior written consent of the other party.
- Assure and acknowledge that, it has the right/authority to enter into this MOU
- All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with the parsimony of time.
- Especially ensure that each party shall complete its tasks correctly in time where the work of the other party is dependent upon timely and correct completion of its work.

4. REPRESENTATIVE

Department of Technical Education, Government of Uttar Pradesh to nominate a representative to CTE Board of Governors, to effectively co-ordinate joint activities under this MOU. The Board of Governors is an advisory committee. It is an honorary participation, and there is no legal binding on the official representatives in CTE Board of Governors. The Board of Governors would take part in Policy making and Review meetings, monitoring special programme implementation, and planning for upcoming programmes; all these activities are

limited to programmes related to Department of Technical Education, Government of Uttar Pradesh only.

Both the parties shall also appoint a **nodal officer** who shall manage and oversee the collaboration requirements.

5. PROGRAMME REVIEW AND COMMUNICATION

Both parties shall organize quarterly review meetings to monitor and review the progress and issues (if any). Both parties shall be responsible to deliver the benefits to the beneficiaries as mentioned in the roles and responsibilities section.

DTE and CTE will collectively decide the meeting schedule and the MIS reports to DTE.

6. FINANCIAL ASPECTS

No financial commitment from any party will be assumed unless a formal approval/ acceptance to that effect for the works / services has been accorded through signed documents by both the parties prior to starting of the work.

7. TERM AND TERMINATION

This MoU is effective upon signature of both the parties and will be for a duration of 3 years from the effective date. The validity of the MOU may be extended by mutual agreement in writing and signed by both the parties.

Either Party may terminate this MoU by providing written notice to other party within 30 days in advance

8. EXPENSES

Each Party shall bear its own costs and expenses incurred in connection with the performance of their respective obligations under this MOU unless otherwise agreed in writing by the Parties.

9. RIGHT TO USE NAME/PUBLIC ANNOUNCEMENTS

Neither Party may use the name of the other Party as a reference in negotiations with third parties or in press releases or other public notifications except with the prior written consent of the other party or to the extent required by applicable law.

10. NON-EXCLUSIVITY

This MOU is non-exclusive, and the Parties shall be free to enter into agreements with other parties covering cooperation on technologies and products within the scope of this MOU.

11. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India.

12. DISPUTE RESOLUTION AND ARBITRATION

In case any dispute/claim arises between the Parties with respect to the MOU, including its validity, interpretation, implementation, or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MOU by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such



dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, the Parties shall opt for the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto.

The award given by the arbitrator shall be final and binding on the Parties. The language of the arbitration shall be English. The venue of arbitration shall be at Lucknow only, subject to the above, the Civil Courts in Lucknow only shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrator and borne by the respective Parties.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this MOU or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the authorized representative of the party against whom enforcement thereof is sought. Any failure or delay of any party to this MOU to enforce at any time any of the provisions of this MOU or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this MOU.

14. ASSIGNMENT

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations, or any provision of this engagement to any other person.

15. FORCE MAJEURE

Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances.

16. INDEMNIFICATION:

Either party shall keep the other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) there from or any incidental matter or in any way arising there from.

17. SEVERABILITY

If any provision, paragraph, sentence, or word of this MOU is declared void by a Court of competent jurisdiction; then the provision, paragraph, sentence, or word will be severed from this MoU, and the remainder of the MoU will remain in effect.

18. LIABILITY

Both parties shall have no liability for any losses, damages, or costs towards each other in respect of any conduct arising out of or in relation to this MoU, unless otherwise agreed by



/

the Parties.

19. LEGAL RELATIONSHIP

None of the terms of this MoU shall be construed to confer any legal relationship between the parties.

20. CONFIDENTIALITY

Both parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended.

The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information.

Data Confidentiality: Both parties shall not disclose the data shared by the other Party and shall not use the data for any other purposes apart from the scope of work envisaged under this engagement.

21. INTELLECTUAL PROPERTY RIGHTS

Each of the Parties will continue to have sole ownership of all pre-existing Intellectual Property they bring into the initiative and neither Party can claim ownership of Intellectual Property brought in by the other.

The Department of Technical Education retains all rights, including all Intellectual Property Rights of any and all intellectual property created/developed during the execution of this MOU.

In the witness whereof, the parties hereto have signed this MOU, in duplicate, on the day, month, and year mentioned herein before.

For and on behalf of

Department of Technical Education,
Government of Uttar Pradesh

Name: Shri. M. Devaraj
Designation: Principal Secretary

(एम० देवराज)
प्रमुख सचिव
प्राविधिक शिक्षा, व्यावसायिक शिक्षा,
कौशल विकास और उद्यमशीलता विभाग,
उत्तर प्रदेश शासन

In the presence of in the presence of

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14.03.2024
(विद प्रकाश शर्मा)
विशेष सचिव,
प्राविधिक शिक्षा विभाग,
उ०प्र० शासन

For and on behalf of CTE

Name: K. A. Alagarsamy
Designation: Director



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