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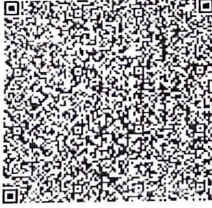
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Signature

*Pravir*

ACC Name- Pravir Singh Yaduvanshi ACC Code. UP14018704  
ACC Add. Sub Registrar, Noida Mobile- 9027267023  
License No.: 212, Noida Dist. G.B. Nagar U.P.

Certificate No. : IN-UP19596784418817V  
Certificate Issued Date : 27-May-2023 04:49 PM  
Account Reference : NEWIMPACC (SV)/ up14018704/ GAUTAMBUDDH NAGAR 1/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1401870433922736755324V  
Purchased by : TECHNOLEDGE EDURESEARCH PVT LTD  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : ST BEDES COLLEGE  
Second Party : TECHNOLEDGE EDURESEARCH PVT LTD  
Stamp Duty Paid By : TECHNOLEDGE EDURESEARCH PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

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*08/06/2023*

*Ananth Kumar*



## Agreement For Center of Excellence for Multi-disciplinary Research

This Agreement is made at on this date **May 18, 2023** between **St. Bede's College, Shimla** an institute of national importance, having its Campus at **Navbhahar, Chotta Shimla, Shimla, Himachal Pradesh 171002**, through its chairman/principal Prof. Sr. Molly Abraham, hereinafter referred to as '**First Party**', and

**Technoledge Eduresearch Pvt. Ltd.** is a company incorporated under the Companies Act, 1956, having its Registered Office at **1271/10, 3<sup>rd</sup> Floor, Street No. 10, Kalkaji, New Delhi, 110019** through its Director **Anand Thakur**, and it's CFO **Mr Satyanshu Srivastava** (witness) herein referred to as '**Second Party**' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns.

Both parties as above have expressed a desire of agreeing to meet their respective objectives, which are set out herein below,

- a) Second Party on its part has the business of Training, Projects, Value Added Services, and consultancy programs and has strength in development and delivery, innovations and marketing of technology training, etc. and is interested in furthering this business on a national basis maintaining uniform standard facilities and services including the specific charges levied by the institutions for rendering the specified services.
- b) Second Party on their part, is devoted to providing placement to skilled students and is interested in the expansion of their business of placements as a service provider and thus carrying out the business of generating "**Industry ready Engineers for Corporate**" through skill enhancement.
- c) First Party is a reputed institute with an strong academic profile and is desirous of expanding business opportunities and working with Second Party, for its operations and management to carry out a business proposal on the terms and conditions contained herein.
- d) The purpose of this Agreement is to set forth the terms and conditions under which the parties to the Agreement shall conduct themselves during the implementation of the Agreement.

### 1. Objectives

- a. To Design, develop, and deliver training programs ensuring required quality in

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Shimla-171002  
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## **Annexure A**

### **2. Parallel Education Program**

This model implies the specialized skills that the parties can provide to those who are aiming to uplift their skills in the field of education. Moreover, the primary goal is to fully share its expertise in enhancing candidates' ability to discover their potential, with the assistance of the experts in providing and completing the projects, providing internship opportunities, and placements of the students.

#### **2.1 Role of the First Party**

- i. First Party shall provide the available infrastructure & basic amenities such as electricity, water, landline, etc. suitable and ready for delivering training courses and other activities for the Centre training.
- ii. First Party will promote and encourage in-campus students and get them enrolled keeping "**support for training and placement**" as the main focus of the advertisement.
- iii. **500+** enrollments per lab from the concerned departments under the purview of the COE at First Party.
- iv. The first party shall assist in marketing and promotion at their institute level for the program.
- v. To provide support towards setting up a "**Centre of Excellence**" in the college for training activities if required as per the business projects and expansion to be agreed mutually from time to time.
- vi. The First Party shall treat the Second Party as a partner for joint activities for mutual benefits.
- vii. First Party shall ensure the safety, well being of the equipment installed on the campus

#### **2.2 Role of the Second Party**

- i. Second Party shall be responsible for setting up a state of the art "**Centre of Excellence**" lab (donating phase-wise equipment mentioned in Annexure A) necessary for the training with infrastructural support for the premises of First Party;
- ii. Project-Based Learning and training of students to develop skills and prepare them for

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- iii. employability;
- iv. Develops human resources for the operation of the program;
- v. Facilitates the monitoring and evaluation of training, projects, and services;
- vi. Evaluates afore training programs and recommend areas for improvement as per recommendation by the First Party
- vii. Second Party will plan opportunities and implement training and internship modules accordingly for the students;
- viii. Directs the preparation and implementation of plans for revision, improvement, and evaluation of instructional materials, methodologies, and strategies.
- ix. Second Party will provide technical internship-based learning programs to the students.
- x. Second Party shall design, develop, and provide required course materials & practical training to the students as per the requirements of the Industry.
- xi. The quality delivery is the responsibility of the Second Party and the Second Party would have in-house or engage the required manpower and the faculty as per the requirement.
- xii. Second Party shall be responsible to complete the training program for the specific batch in the required time frame decided in collaboration with the First Party.
- xiii. Second-party shall be responsible for the enrolling process of students and marketing of the services
- xiv. The Second Party shall design, develop, and provide required methods, assessments, course materials & practical training to the students for the training.
- xv. The Second Party shall be responsible for generating Corporate Relations to conduct Placement activities for the students.
- xvi. The Second Party shall be responsible for the allocation of trainers and training operations provided to the students for training.
- xvii. To incubate startups in the college campus of First Party Managing and supervision all necessary equipment issued by the First Party for the execution of the training.
- xviii. To establish incubation for various startups and corporates inside the campus of the

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First Party for mutual benefits.

- xix. To train students in foreign language under the purview of Centre of Excellence.

### 2.3 Payment Terms

- a) All fees and payments made under this MOU shall be charged as per the mutual discussion of both the parties and shall be provided to the Second Party directly or indirectly. The financial distribution shall be as follows:-
- Fees charged will be **per student per semester** for every technology introduced, as per Annexure 2.
  - First Party shall pay the fees of minimum 500 students to the Second Party two weeks prior to initiation of the training program, the remainder shall be paid within 20 days of the commencement of the program. .

### Annexure B

## 3 Career Development and Placement Cell

With an empowered Career Development and placement cell, Second Party has provided an extension to the in-house placement cell of the institution's design to support and offer a fully managed placement cell with 30+ corporates every year to implement a lean, scalable solution with a proactive approach to employment and Internships at the peak position.

### 3.1 Role of the Second Party

- To provide a placement drive either on the premises of First Party or via the virtual recruitment process from the companies.
- To create and assess the data of the students interested in placement drive, according to the protocol of the company.
- To acknowledge the date and time for the conduction of the placement drive.
- To train the students in the parallel education program as per the company norms to increase the probability of selections in the company.
- To empower the placement cell of Second party as a result to the Parallel Education Program.

## 4 Joint Responsibilities:

4.1 Promotion for the programs are undertaken shall be advertised/ propagated through the respective websites of the parties.

4.2 To promote the activities and encourage the enrollment process for training and

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placement.

4.3 To establish the premises of First Party as the hub for academic services for external attendees

## 5 Steering Committee

The agreement Provisions for the constitution of a steering committee with the following constitution to operate the agreement quite meaningfully and successfully:

1. Ms. Neha Walia, Asst. Prof., Dept. of Computer Science, First Party
2. Mr. Salil Sood, Accountant, First Party
3. \_\_\_\_\_, Second Party.
4. \_\_\_\_\_, Second Party.

The functions of the steering committee shall be to oversee the planning and meaningful execution of the Agreement as delineated below:

- a. To ensure effective collaboration with industry for improved employability and employment.
- b. To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to the industry with updated employable knowledge.
- c. To evolve and agree on the courses, modules, delivery methodology, size of the batches; frequency and period of the courses.
- d. To work for certification & recognition of the programs and issuing certificates jointly.
- e. To provide guidance, direction, and approval regarding the methodology for the marketing of programs and training courses.
- f. To carry out a detailed period review of the progress made and handle the issue extension or termination of the agreement based on the review.
- g. To suggest and approve amendments in agreements, if so required.
- h. To handle the issues of dispute and the directions given by the committee to resolve the dispute.

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## 6 Confidentiality

During and for One year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

## 7 General Provisions

7.1 Both the Parties have full power and authority to enter into this agreement and take any action to execute any documents required by the terms hereof; and that this MoU entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this agreement are duly empowered and authorized to execute this agreement and to perform all its obligations in accordance with the terms herein.

7.2 This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services that do not come within the scope of this agreement.

7.3 The agreement shall be enforceable for a minimum of **four (4) years**

7.4 Both Parties shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, and authorities in India and shall obtain all, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

7.5 All courseware provided by the Second Party is its copyright. Confidentiality of the same shall be maintained and the First Party should ensure it is not replicated in the future.

7.6 Both parties can use the logo, trade name, course modules & other related materials for the promotion of the courses to be conducted jointly within the scope of this agreement.

7.7 The tools and equipment installed in the COE lab are installed by Second Party and will remain the assets of the second party for the duration of a **minimum of four (4) Years**. Second Party holds the right to replace or upgrade the equipment from the premises of the first Party as per the requirement. However

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after the complete duration of the MoU.

**7.8** Both parties shall promote the arrangement and courses through their respective websites.

## **8. Force Majeure**

The Parties shall not be liable for any failure to perform any of its obligations under this agreement if the performance is prevented, hindered or delayed, because of war, hostility, acts of the public enemy, civic commotion, sabotage, the act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as an event), provided notice of happening of any such events given by the affected party to the other, within 21 calendars days from the date of occurrence thereof, neither party shall, because of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the agreement shall be resumed as soon as practicable after such an event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of the Force Majeure event and shall consult together to find a mutually acceptable solution.

## **9. Notices**

Unless otherwise provided herein, all notices or other communications under or in connection with this agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of confirmation to the correct facsimile number).

## **10 Office Employees.**

The office may be staffed with qualified, competent employees, and who are employed on behalf of the Second Party. The Second Party shall be responsible for hiring and discharging employees of the office and setting their wages and terms of employment. All employment-related documents, including, without limitation, employment applications, schedules, job descriptions, and paychecks, shall be managed by First Party.

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#### **9. Taxes**

The Second Party will be responsible to pay service tax as per govt. rules with a consolidated amount. The Second party shall fulfil all statutory liabilities for its employees as per prevailing Manpower Laws viz. ESI, PF, etc. and shall supply their documentary evidence to the First party.

#### **10. Non-Compete Agreement.**

A partner who retires or withdraws from the partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the partnership for One year, in the location of the state where the partnership is currently doing or planning to do business. In case of any discrepancy within **Three (3) years**, the Second Party has the right to take back the equipment availed for the Centre of Excellence developed for training and research at the premises of the First Party. Though the equipment and tools used belong to the First Party after Three (3) years of COE establishment.

#### **11. POS System.**

To ensure the efficient management and operation of the office, and the reporting of data and information to the Second Party shall install, and during the term shall properly maintain in good working order, a computerized point of sale system (the "POS SYSTEM") consisting of one or more cash registers, a modem, software, Mobile application, and other accessories and peripheral equipment, all of which must be approved by The First Party in the office operations manual or otherwise in writing. Second Party shall at all times use the POS SYSTEM to accurately, consistently, and completely capture, record, and structure all data and information that First Party prescribes for future reference.

#### **14 Disclaimer**

14.1. For the condition mentioned, The First party shall not remove the Second party post the initiation of the program. The second party holds a partnership mentioned above and shall receive the payout throughout the operation age of the program and holds good for the successor of the Second Party.

14.2. The First party would not come in contract with any organization/ institute/ Corporate or any other bodies having an agreement with the Second party for any business mentioned In case it is found so it would be deemed as business as per the terms and conditions of this MoU and equivalent profit sharing as agreed in this agreement.



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- 14.3. In case any party wants to terminate the whole agreement or a part of the agreement or wants to discontinue any business mentioned in the annexure, both parties shall clear the due towards each other as per the scope of this agreement before mutually terminating the agreement.

### **15. Promotional Materials.**

The Second Party acknowledges that First Party may benefit from the promotion of services provided by the Second Party and vice versa. From time to time the Second Party will be providing First Party with promotional material and advice and inputs to increase the sale of the services and improve the quality of the services.

### **16 Access to Email & Internet; Consent to Communication Medium.**

The Second Party acknowledges that the world wide web, internet, intranet, extranet, email, and similar mediums are becoming an increasingly accepted and normal way of communicating.

- 16.1. Maintain an email address to which Second Party may send electronic communications; keep First Party apprised of the Second Party's current email address.
- 16.2. Timely response to email communications from First Party, which, unless a different time period is specified, will mean within 72 hours from receipt.
- 16.3. In the event, that the First Party establishes an intranet, extranet, or other means of posting information on a website or similar online medium, then regularly check at a frequency specified by First Party, which may be every day, for the information communicated by the First Party.
- 16.4. Input all the data in software provided by the second Party and report the follow-up with the clients and customers.

### **17. Arbitration**

- 17.1. In the event of a dispute between the First Party and the Second Party arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- 17.2. In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per the Indian Arbitration Act.

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17.3. Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Delhi, India.

### 18. Signed In Duplicate

18.1. This MOU is executed in duplicate with each copy being an official version of the Agreement and having legal validity.


18.2. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this agreement executed, effective as of the day and year first above written.

18.3. This Agreement has been executed on the date set forth herein in two (2) of which both the Parties have taken one each.

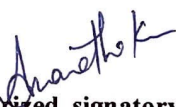

For St. Bede's College,  
Shimla

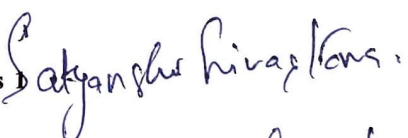
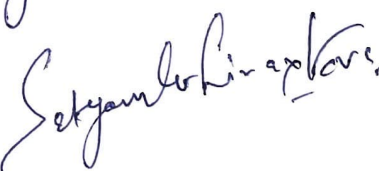
  
Authorized signatory

Principal  
St. Bede's College  
Shimla 171002  
Witness 1

Signature:   
Name : Shweta Thakur

For Technoledge Eduresearch Pvt. Ltd  
New Delhi

  
Authorized signatory 

Witness   
Signature:   
Name : Satyanshu Hirapal