

उत्तर प्रदेश UTTAR PRADESH

FH 417158

**MEMORANDUM OF UNDERSTANDING  
(MOU)**

BETWEEN

**Department of Technical Education  
Government of Uttar Pradesh**

&

**Softpro India  
Computer Technologies Pvt. Ltd, Lucknow**

  
निदेशक  
प्राथमिक शिक्षा  
उत्तर प्रदेश वाराणसी



# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is made & executed on this the 02 day of March Two Thousand Twenty One (02 /03/2021)

BETWEEN

DEPARTMENT OF TECHNICAL EDUCATION, GOVERNMENT OF UTTAR PRADESH having its head office at, Vikas Nagar, Kanpur - 208024, hereinafter referred to as "DTE" of the first party represented by Director - Shri Manoj Kumar.

AND

Softpro India Computer Technologies Pvt. Ltd., Lucknow having its office at Softpro Tower, Near New Hanuman Temple, Kapoorthala, Aliganj, Lucknow and represented herein by its Director, Er. Ajay Chaudhary (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')

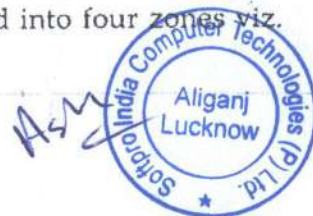
WHEREAS:

A) First Party is a Department of Uttar Pradesh Government named:

DTE Kanpur (UP)

- 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 **Personality Development Skill Based Training, Education, Research & Employment**
- D) DEPARTMENT OF TECHNICAL EDUCATION GOVERNMENT OF UTTAR PRADESH was established in the year 1961 for the planned, chronological and coordinated development of technical education in the state of Uttar Pradesh. It has been divided in two sectors viz. degree and diploma to provide standard technical education at Graduate/Post Graduate and Diploma level. At Diploma level, for effective control and management, the dept. has been divided into four zones viz.

*[Handwritten signature]*



East zone, West zone, Central zone and Bundelkhand zone with their zonal headquarters located at Varanasi, Meerut, Lucknow and Jhansi, respectively.

- E) **SOFTPRO INDIA COMPUTER TECHNOLOGIES PVT. LTD.**, the Second Party is engaged in Software Development, Manufacturing, Skill Development, Education, Training, Employment and R&D Services in the fields of Computer Science/ Electronics/Automation/Mechanics/Civil& Robotics and related fields.

**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 channels of communication and co-operation that will promote and advance their respective operations within the **Government/Aided Polytechnics** 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.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the services of First Party providing significant inputs to them in developing suitable teaching / learning/ training systems/employment opportunities, keeping in mind the needs of the industry, the Second Party.

#### **CLAUSE 2 SCOPE OF THE MoU**

- 2.1 **Industry Academia Interaction Program:** The budding Diploma Holders from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. The Second Party will be organizing Workshops & Seminars for the students under "**Industry Academia Interaction Program**".
- 2.2 **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.





- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give 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. 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy.
- 2.5 **Employment Opportunities:** The Second Party will be providing the placement opportunities to the students enrolled with First Party to create jobs for the students after making them employable via Jobs, Entrepreneurship & Start Ups. The Second Party will be organizing job fairs, mega job fairs at institutional level, regional level or state level to create jobs & employment.
- 2.6 **Employability 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. Certificates will also be provided to the students for the same after successful completion of Employability Skill Development Programs.
- 2.7 **Expert Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Second Party extends all the above necessary support to the first party free of cost.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, whatsoever nature required for offering the Programs on the terms specified herein

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### CLAUSE 3 FINANCIAL ENGAGEMENTS

- 3.1 There is no financial commitment on the part of DTE, the First Party to take up any program mentioned in the MoU.

### CLAUSE 4 INTELLECTUAL PROPERTY

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

### CLAUSE 5 VALIDITY

- 5.1 This Agreement shall be initially valid for a period of 01 years commencing from the date of the agreement that is 02 Day of March Two Thousand Twenty One. (02/03/2021). The term may be extend for further period by mutual consent in writing by the parties, during which period **Softpro India**, the Second Party, as the case may be, will take effective steps for implementation of this MOU.
- 5.2 Under normal circumstances, either party wanting to terminate the agreement can do so & it can be done on a mutually agreed. In case of either party not meeting their responsibilities; the agreement can be terminated immediately.
- 5.3 The Parties hereto have set & subscribed their respective hands & seal on the day, month & year herein above mentioned.

### CLAUSE 6 General Terms

#### Amendments to the MoU

- I. No amendment or modification of this MoU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.
- II. Compliance with laws, statutes, rules and regulations of Government / local authority:







- III. Both the parties shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time as required under this MoU.

#### CLAUSE 7 Termination

- I. Department of Technical Education Government of Uttar Pradesh shall have the right to terminate the MoU immediately, in case if the Softpro fails to fulfil their obligations as mentioned in the MoU, or violates any of the clause mentioned in the MoU.

#### CLAUSE 8 ASSIGNMENT

- I. Softpro shall not be entitled to assign any of its rights, benefits or obligations under this MoU without written consent of Department of Technical Education Government Of Uttar Pradesh .

#### CLAUSE 9 Confidentiality

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

#### CLAUSE 10 RELATIONSHIP BETWEEN THE PARTIES

- 10.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent bodies, 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.






AGREED:


For DTE, Kanpur

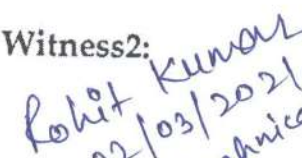
For Softpro India Computer  
Technologies Pvt. Ltd.

  
02/03/2021  
Authorized Signatory  
प्रविधिक शिक्षा  
उत्तर प्रदेश, कानपुर

  
02/03/2021  
Authorized Signatory  


Department of Technical Education, Government Of Uttar Pradesh	Softpro India Computer Technologies Pvt. Ltd
Address: Vikas Nagar, Kanpur - 208024	Address: Softpro Tower, Near New Hanuman Temple, Kapoorthala, Aliganj, Lucknow. UP-226006
Contact Details: 9455004693	Contact Details: 9838505980
E-mail: directordteup@gmail.com	E-mail: director.softpro@gmail.com
Web: <a href="http://upted.gov.in/">http://upted.gov.in/</a>	Web: <a href="http://www.softproindia.org">www.softproindia.org</a>

Witness1:   
02/03/2021  
(Dy. Director)

Witness2:  
  
02/03/2021  
(Chief Technical officer)