



उत्तर प्रदेश UTTAR PRADESH

FC 036963

MEMORANDUM OF UNDERSTANDING ("MOU")
REGARDING ICT ACADEMIC ALLIANCE

This MOU is made by and between;

Indian Institute of Technology, Kanpur, a research and educational institution of national importance, established under the Institute of Technology Act, 1961, enacted by the Parliament of Republic of India, registered under the Societies Registration Act 1860, having its office at P.O. IIT Kanpur, Kalyanpur, Kanpur, U.P.-208016, India, (hereinafter referred to as "IITK")

AND

Chhatrapati Shahu Ji Maharaj University, established in 1966 initially as the Kanpur University when Agra University split into Agra and Kanpur universities and later named to the current name, after Shahu IV of Kolhapur, also known as Chhatrapati Shahu Ji. It is administered under the state legislature of the government of Uttar Pradesh (hereinafter referred to as "CSJMU")

(IITK and CSJMU together, the "Parties" and each, a "Party").

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CONFIDENTIAL

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B. **IITK** has established an Electronics & ICT Academy at IITK (hereinafter referred to as "EICT") that has been mandated to provide industry focused and industry driven hands-on courses in electronics & ICT. It strives to narrow the gap between the academic approach to electronics & ICT domains as currently provided by the educational institutions and the practical oriented approach as demanded by the industry. It is working towards enhancing the domain expertise of interested faculties and students with special focus on the faculties and students of the three northern states of U.P., Haryana, Punjab and the two union territories of Delhi and Chandigarh, through a continuous engagement model with courses upgraded regularly.

C. Chhatrapati Shahu Ji Maharaj University (CSJMU), formerly Kanpur University, is a public state university. It is one of the largest universities of Asia catering to urban and rural students offering professional and academic courses in disciplines of Arts, Science, Commerce, Law, Engineering, Biotechnology, Computer Applications, Management and Medicine.

OPERATIVE PROVISIONS:

1. Scope of MOU


Whereas CSJMU requires the following support for helping increase the placement of students by both training their faculty on the latest technologies and enhancing the coding skills of both faculty and students of colleges affiliated to CSJMU.

Scope of this MoU, roles of the Parties are detailed in Appendix A.


2. Representative

The Parties shall appoint a representative ("Principle Investigator") each to manage and oversee the collaboration requirements. The agreed representatives are as follows:


Dean R&D
IIT Kanpur


Dr. Vinod Kumar Singh
Registrar, CSJMU

The implementation shall be carried out by Principal Investigator (Dr. B.V. Phani) from IIT Kanpur and Director IQAC from CSJMU.


Dr. B.V. Phani
IIT Kanpur


Dr. Sudhanshu Pandiya
Director, IQAC, CSJMU

3. Term and Termination

This MOU will commence on 19th Jul 2019 (hereinafter referred to as the "Effective Date") and end on 18th Jul 2024. Either Party may terminate this MOU at any time on ninety (90) days prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation etc.) owned or provided by the other Party. The clauses relating to Warranties, Governing Laws and Venue shall survive the termination or expiration of this MOU.

4. 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.

5. 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 for governmental disclosures.

6. Confidential Information

The Party receiving Confidential Information will not disclose it to any other person and use at least the same degree of care to maintain the Confidential Information as it uses in maintaining its own confidential information as confidential. At least a reasonable degree of care and due diligence will be taken by both the Parties in maintenance of Confidential Information.

7. 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.

8. Disclaimer

Nothing in this MOU will be deemed to constitute or create a joint venture, partnership or other formal business entity or fiduciary relationship between the Parties. Neither Party shall assert any claim for damages or injury arising from this MOU or reliance on any of the provisions of this MOU.

9. Warranties

Each Party will be responsible for its own negligence or wilful misconduct for its performance under this MOU. No Party will be liable to each other for any losses, damages, and/or any liabilities of any kind.



10. Force Majeure

Each Party shall be excused from performance of the MOU only to the extent that the performance is prevented by conditions beyond reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party, in writing and will resume its performance as soon as performance is possible.

11. Governing Law and Venue

This Agreement and any disputes arising out of or related hereto shall be amicably settled between the Parties. If the Parties fail to reach an amicable settlement by themselves, the dispute can be referred to arbitration in accordance with under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be Kanpur, India. The exclusive language to be used for the arbitral proceedings shall be English. Both the Parties shall bear the arbitration costs equally and the arbitral award shall be final and binding on both the Parties. No shifting of attorney fees against the losing Party.

IN WITNESS WHEREOF the Parties hereto have set their hands to this MOU on the Effective Date as mentioned above.

Indian Institute of Technology Kanpur

Chhatrapati Shahu Ji Maharaj University Kanpur

By: [Signature]
Name: S. Ganesh
Title: Dea. R&D
Date: 19/07/2019

By: [Signature]
Name: Dr. Venod Kumar Singh
Title: Registrar
Date: 19/7/2019

In the presence of:

Witness: [Signature]
Name: AMEY KARKARE

In the presence of:

Witness: [Signature]
Name: [Signature]

Appendix: A

Scope of Agreement

A standard fixed cost shall be charged only to students (on an optional basis) as per the following:

a) Online courses – Rs 2500* (+Rs 500 for physical certificate)

* Per student per course (including e-certificate). Every 2 years – this fee shall increase in line with inflation.

* In case the University wishes to make an online course compulsory to all the students of a given stream, the same can be provided at Rs 1000* (+Rs 200 for physical certificate) especially for MOOCS developed exclusively for / in association with the University

	CSJMU to Provide	EICT Academy at IITK to provide
1	Requirements to augment the course curriculum (from time to time) through online courses and identify courses for training the faculty	Create a special platform just for the needs of CSJMU (independent of the current solutions) and augment the course curriculum from time to time
	Faculty of CSJMU affiliated colleges will be trained by EICT Academy in the next 4 years. CSJMU will provide faculties and arrange and manage the proposed workshops, if required.	Conduct orientation workshops (online and offline) to familiarize the faculty of CSJMU affiliated colleges with the portal and the coding platform (ILMS)
	Motivate and also incentivise the faculty - to enhance their capability.	A set of online courses will be available free of any charge (2 domain level courses and 2 other courses) to faculty. Only hard copy of certificates to be chargeable.
	Recognition of faculty training conducted by EICT Academy (and inclusion in yearly evaluation of the faculty)	e-Certificate to be provided free of cost and physical certificate to be provided at a nominal charge
2	Requirements to enhance coding skills of students	Create separate instance of ILMS and/or ITMS for CSJMU
	(Optional) coding practice – for students of affiliated colleges (using ILMS and/or ITMS)	Include problems based on CSJMU curricula
3	Requirements to enhance the placement of students by a) enhancing their coding skills b) supplementary / optional training of students on latest technologies by taking at least 2 industry oriented courses per year	a) Include problems and scenario based questions similar to ones asked by companies b) All courses on ICT academy (ict.iitk.ac.in) will be made available on the platform
4	Promote the platform and ILMS / ITMS with all the affiliated colleges as a platform of choice	Make available the platform and ILMS / ITMS to the affiliated colleges

In addition to the above:

- Affiliated colleges may enter into a separate agreement in addition to the support that is being provided on the platform and ILMS / ITMS as per this agreement.
- MOOCs may be developed in association with CSJMU (IITK shall provide the necessary support for creation of MooCs from time to time)

The ICT platform makes use of ILMS and ITMS, which are proprietary technologies, and whose license is held by RobustResults, an incubated company of IIT Kanpur. The affiliated colleges may enter into a separate agreement with either ICT Academy, IITK or RobustResults for support and services over and beyond that are being provided on the platform as per this agreement.

