



उत्तर प्रदेश UTTAR PRADESH

FW 879972

MEMORANDUM OF UNDERSTANDING ("MOU")

IITK FOUNDATION FOR ADVANCED CONTINUING EDUCATION & TRAINING
AND
INSTITUTE OF MANAGEMENT STUDIES GHAZIABAD (UNIVERSITY COURSES CAMPUS)

This agreement by and between

IITK Foundation for Advanced Continuing Education & Training (hereinafter referred to as "IFACET") a company incorporated u/s 8 of the Companies act 2013 established by IITK in the year 2021, with its Registered Office at IME Building, Indian Institute of Technology, Kanpur- 208016 ("IFACET" which term shall, unless it be repugnant to the subject or context thereof, include its successors-in-interest and permitted assigns) of the One Part

AND

INSTITUTE OF MANAGEMENT STUDIES GHAZIABAD (UNIVERSITY COURSES CAMPUS)

(IITK and Institute of Management Studies Ghaziabad (University Courses Campus) together, the "Parties" and each, a "Party").



Director
IMS - Ghaziabad
(University Courses Campus)
Adhyatmik Nagar Campus,
Ghaziabad-201015

WHEREAS:

- A. Indian Institute of Technology, Kanpur has established an IITK Foundation for Advanced Continuing Education & Training (IFACET) a section 8 entity (hereinafter referred to as "IFACET"). IFACET is the sole and exclusive entity authorized to administer, operate and manage all activities related to continuing education programs, consultancy, entrepreneurship, and any other work assigned by IIT Kanpur from time to time.
- B. Institute of Management Studies Ghaziabad (University Courses Campus) offers undergraduate and post graduate programs affiliated to CCS University, Meerut. Courses of study are MIB, M.Sc. Biotechnology, BBA, BCA, BJMC, B.Sc. (Hons.) Biotechnology and B.Sc. (Hons.) Microbiology. It has consistently produced University toppers which speaks volume about the quality of education imparted by its erudite faculty. Regular sessions are organized for preparation of competitive exams/entrance exams for higher studies and jobs. The institute is ISO 9001:2008 certified and NAAC accredited. The institute has been ranked amongst top B-Schools of India and has been bestowed with number of awards in various categories by Times B-School Survey, ASSOCHAM, CSR, CEGR, GESA, CIAC Global, Integrated Chambers of Commerce and Industry, Asia Pacific Education and Technology Awards and many more..

OPERATIVE PROVISIONS:

1. Scope of MOU

Institute of Management Studies Ghaziabad (University Courses Campus) requires the following support for helping increase the knowledge and industry relevant courses for students and also training their faculty on the latest technologies and enhancing the coding, professional and computing skills of both faculty and students of institutions associated with Institute of Management Studies Ghaziabad (University Courses Campus) Institute.

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

2. Representative

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

Administrative representatives:

Dr. B.V.Phani	Dr. Arun Kumar Singh
Director IFACET , IITK	Director, Institute of Management Studies Ghaziabad (University Courses Campus)
Email: bvphani@iitk.ac.in	Email: director@imsuc.ac.in



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Technical Representatives:

The implementation shall be carried out by the Principal Investigator Prof. B. V. Phani, IIT Kanpur and Dr. Gagan Varshney, HoD School of Computer Science Institute of Management Studies Ghaziabad (University Courses Campus)

<p>Prof. B V Phani Project Investigator, EICT Academy, IITK Email: bvphani@iitk.ac.in</p>	<p>Dr. Gagan Varshney HoD, School of Computer Science Institute of Management Studies Ghaziabad (University Courses Campus) Email: gagan.varshney@imsuc.ac.in</p>
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3. Term and Termination

The term of this MOU is for five years. This MOU will commence on 1st Nov, 2022 (hereinafter referred to as the "Effective Date") and end on 31st Oct, 2027. Either Party may terminate this MOU at any time on thirty (30) days prior written notice to the other Party, with or without cause, and without any further 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 from the other Party will not disclose it to any third 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. The liability of non-disclosure of the Confidential Information shall survive for 2 years from the termination/expiration of this MoU.

7. Exclusivity

Institute of Management Studies Ghaziabad (University Courses Campus) will not enter into agreements with other parties covering cooperation on technologies and products within the scope and tenure 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. Any deliverables, information, product, material, services, intellectual property, other property or rights, granted or provided or generated by IITK pursuant to this MoU are on an As Is Where Is basis.



Payment and Conditions

1. All payments to be made to IFACET, IIT Kanpur as per the details given
2. The Institute of Management Studies Ghaziabad (University Courses Campus) commits to a minimum number of students per year who will avail these courses from IFACET.



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9. Intellectual Property Rights:

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, knowhow, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

10 Representations

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

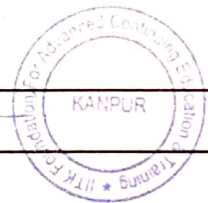
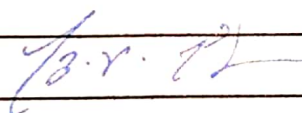

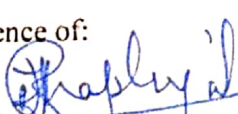
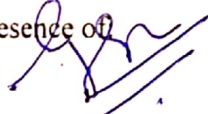
11. Force Majeure

Each Party shall be excused from performance of the MOU only to the extent that the performance is prevented by conditions beyond the 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.

12. Governing Law and Venue

In case of any dispute, the same shall be referred to the Director, IIT Kanpur, and his decision in this regard will be final and binding on both parties.

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

IFACET		Institute of Management Studies Ghaziabad (University Courses Campus)
sd. 		sd. 
B V Phani		Arun Kumar Singh
Director IFACET		Director Institute of Management Studies Ghaziabad (University Courses Campus)
In the presence of: Witness:  Name: Rajendra D. Thakur		In the presence of: Witness:  Name:

Director
IMS - Ghaziabad
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Adhyatmik Nagar Campus,
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APPENDIX: A

Scope of Agreement:

Programs & Training

IFACET facilitates and delivers the following programs to students and faculty members of Institute of Management Studies Ghaziabad (University Courses Campus as deemed fit by Institute of Management Studies Ghaziabad (University Courses Campus) from time to time.

S.No	Program*	Designed by	Mode	Participants	Fees
1	Augmentation Programs	IFACET-IITK	Hybrid#		
2	Need based Programs	IFACET-IITK	Hybrid#		
3	Winter/Summer Trainings	IFACET-IITK	Online Live	60	6,00000/- approx.
4	Faculty Development Programs	IFACET-IITK	Online Live		
5	Special Workshops	IFACET-IITK	Online Live	Membership Program	50000/- + 18% GST= 59,000/-

1. The Membership Based Program fee is applicable for short duration (6 to 8 hours) Student Development Program and the Participating Institute (PI) is authorized to avail this membership for up to 600 students for this program.
2. If the PI is desirous of extending the SDP to students over and above 250 students, then for each additional student, the PI can extend the same with a fee of Rs. 200/- per student. The PI may, however, take additional Membership with the same conditions (Rs 1. 18,000/- for up to 600 students) instead of the per student charge.
3. For all other programs given above, the fee per student is applicable for the minimum strength indicated above. In case the number of students is less than indicated in the grid above, the total fees collected would be as per the minimum strength as per the above grid.
4. All Fees stated above (except Membership Fees) are excluding GST @ 18% or the rate prevalent from time to time.
5. *All Programs are designed by E&ICT Academy and/or IFACET in consultation with its faculty advisory board to be deployed and delivered solely by IFACET
6. #Hybrid programs are delivered partly in Online mode and partly in Offline mode as per the program delivery plan
7. Note : Fee Per student per course as indicated above shall increase in line with inflation index every 2 years

In addition to the above Institute of Management Studies Ghaziabad (University Courses Campus) can also choose to take up Membership of IFACET and be deemed to be a Member Institute and avail further concessions in fees per participant for all programs as per the Membership details (provided separately)

Student Strength of IMS. Ghaziabad (University Courses Campus)	
Branch - Year	Total Strength
BBA	1385
BCA	776
BAJMC	169
BSC	334
MSC	60
MIB	84
Total	2808



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