



INSTITUTE OF ENGINEERING & TECHNOLOGY
Dr. B. R. Ambedkar University, Agra (Formerly- Agra University, Agra)
(B++ Grade, NAAC Accredited; AICTE Approved Institution)

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

INSTITUTE OF ENGINEERING & TECHNOLOGY, DR. BHIMRAO
AMBEDKAR UNIVERSITY, AGRA

&

SOFTPRO INDIA COMPUTER TECHNOLOGIES PVT. LTD,
LUCKNOW

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 20th day of June Two Thousand Twenty (20/06/2020)

BETWEEN

Institute of Engineering & Technology, Dr. Bhimrao Ambedkar University, Agra having its college premises at Khandari Campus, Agra (U.P.) 282002 of the first party represented by Director "Prof:- V.K. Saraswat".

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 Head , **Mr. Ajay Singh** (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 Higher Educational Institution named:
- (i) **Institute of Engineering & Technology, Dr. Bhimrao Ambedkar University, Agra.**
- 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.


Director

Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra



- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) **Softpro India Computer Technologies Pvt. Ltd.,Lucknow** the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **CS/IT/CE/ME/ Electronics & Robotics** and related fields
- F) **Softpro India Computer Technologies Pvt. Ltd.**, the Second Party is promoted by **Mr. Ajay Singh** having its office at **Softpro** Tower, Near New Hanuman Temple, Kapoorthala, Aliganj, and Lucknow.
- G) **Softpro India** deals in **CS/IT/CE/ME/ Electronics, Robotics & Skill Development Programms.**

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 **Institution** 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 faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The

Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 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



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Institute of Engineering & Technology
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of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

- 2.5 **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.
- 2.6 **Guest 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.
- 2.7 **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.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on the part of the **Institute of Engineering & Technology, Dr. Bhimrao Ambedkar University, Agra**, and the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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


Director
Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra



CLAUSE 4 VALIDITY

- 4.1 This Agreement shall be initially valid for a period of **02 years** commencing from the date of the agreement that is 20th Day of June Two Thousand Twenty (20/06/2020). 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. Any act on the part of **Softpro India Computer Technologies Pvt. Ltd., Lucknow** the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 The Parties hereto have set & subscribed their respective hands & seal on the day, month & year herein above mentioned.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, 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.

First Party _____ Director
Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra

Aliganj
Lucknow
Second Party _____
SOFTPRO INDIA COMPUTER TECHNOLOGIES PVT. LTD.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Agra**.

AGREED:

For: **INSTITUTE OF ENGINEERING &
TECHNOLOGY, DR. BHIMRAO AMBEDKAR
UNIVERSITY, AGRA**

For: **SOFTPRO INDIA COMPUTER
TECHNOLOGIES PVT. LTD,
LUCKNOW**




Name: Prof. V.K. Saraswat
Designation: ~~Director~~
~~Institute of Engineering & Technology,~~
~~Dr. B. R. Ambedkar University~~
Institute of Engineering & Technology,
Dr. Bhimrao Ambedkar
University, Agra

Name: Mr. Ajay Singh
Designation: Chairman

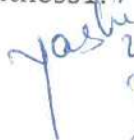
**Softpro India Computer
Technologies Pvt. Ltd.**

(Authorized Signatory)

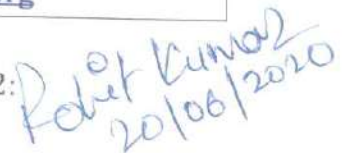
(Authorized Signatory)

INSTITUTE OF ENGINEERING & TECHNOLOGY, DR. BHIMRAO AMBEDKAR UNIVERSITY, AGRA	SOFTPDRO INDIA COMPUTER TECHNOLOGIES PVT. LTD, LUCKNOW
Address: Khandari Campus, Agra (U.P.), India Pin: 282002	Address: Softpro Tower, Near New Hanuman Temple, Kapoorthala, Aliganj, Lucknow. UP-226006
Contact Details: +91-0562-2522622, 2523620	Contact Details: 9838505980
E-mails: directorietagra@gmail.com	E-mails: director.softpro@gmail.com
Web: https://www.ietagra.org.in/	Web: www.softproindia.org

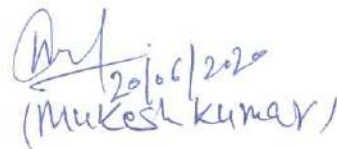
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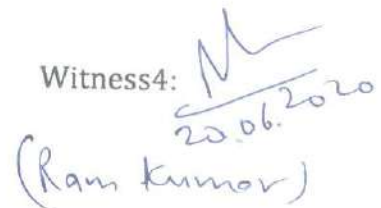
Witness2:


20/06/2020

Witness3:


20/06/2020
(Mukesh Kumar)

Witness4:


20.06.2020
(Ram Kumar)



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Director
Institute of Engineering & Technology

Head Office : **Softpro Tower, Near New Hanuman Temple, Kapoorthala, Aliganj, Lucknow-226006**
Branch Office : **Softpro House, 3/213, Sector-J, Jankipuram, Near Gudamba Thana, Lucknow-226021**
Email : **hr@softproindia.org**
URL : **www.softproindia.org, www.trainingatsoftpro.com**

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Khandari Campus.



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Director

Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandari Campus, Agra



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First Party Director
Institute of Engineering & Technology
Dr. B. R. Ambedkar University
Khandwa Campus, Agra


Second Party 

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AGREED:

For: INSTITUTE OF ENGINEERING &

TECHNOLGY, DR. BHIMRAO AMBEDKAR
UNIVERSITY, AGRA

For: SOFTPRO INDIA COMPUTER
TECHNOLOGIES PVT. LTD ,
LUCKNOW


Name: Prof. V.K. Saraswat

Designation: Director
**Institute of Engineering & Technology
Dr. B R. Ambedkar University**

Khandari Campus, Agra
Institute of Engineering & Technology,
Dr. Bhimrao Ambedkar
University, Agra

(Authorized Signatory)



Name: Mr. Ajay Singh

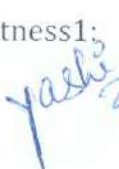
Designation: Chairman

**Softpro India Computer
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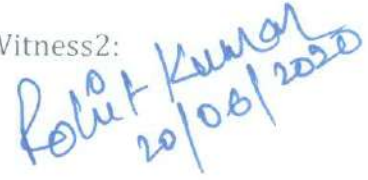
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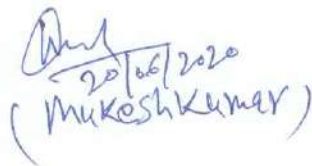
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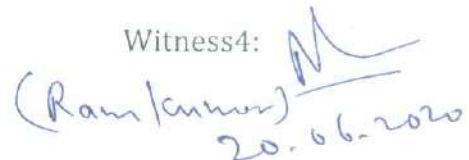
Witness2:


20/06/2020

Witness3:


20/06/2020
(Mukesh Kumar)

Witness4:


20.06.2020
(Ram Kumar)