

## MEMORANDUM OF UNDERSTANDING

### THE AGREEMENT

This AGREEMENT made and entered into on 19<sup>th</sup> day of Aug, 2015 between **The Institution of Electronics and Telecommunication Engineers (IETE)**, a society registered under the Societies Act of India with Registration No. S-687 located at 2, Institutional Area, Lodhi Road, New Delhi- 110003 (hereinafter referred to as the "INSTITUTION" which expression shall where the contest so admits include its successors and permitted assigns) of one part

and

**Redefine Dimensions Convergence Pvt. Ltd. (RDCPL)** - a company registered in India under the Indian Companies Act 1956 in year 2012 and having its registered office at 112, Rishabh Mall, IP Extension, New Delhi-110092 (hereinafter referred to as "ASSOCIATE" which expression shall where the contest so admits include its successors and permitted assigns) of the other part.

The agreement is operated through The Secretary General of The INSTITUTION and Director & CEO of The ASSOCIATE. This proposal can be started at IETE Headquarters initially, which shall be emulated at other IETE centres.

### SCOPE

WHEREAS The ASSOCIATE is engaged in providing training, skill development, consultation and has strength in development and delivery, innovations and marketing of technology trainings etc. particularly in the areas of Telecom, Electronics and IT and has approached The INSTITUTION to establish and effective relationship in the larger interest of the sector

and

WHEREAS the INSTITUTION is a premier professional society, devoted to the advancement of Science and Technology in Electronics, Telecommunications, Information Technology, Computer Science and other related disciplines, has agreed for this mutual association.

Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting the ICT sector through skill enhancement of the Technical and Engineering students through class room and industry specific practical training ensuring quality delivery towards excellence in ICT.



## Objectives

- Design, develop and deliver programmes ensuring required quality in ICT domain which in turn will lead to professional courses as per the industry requirements and making aspirants employable.
- To be quality skill enhancement partner and projects/system integrator for corporate and government agencies
- Faculty Development Programmes (FDP) for institutions and skill training partners
- Working closely with industry for establishing the curriculum as per its requirements and also with academia in order to enhance the quality of Technical and Engineering education in the country.
- Enhancing skills of students/aspirants through internship and vocational training.
- Playing an effective role in the ongoing Govt. initiative on "Skill Development Mission" with a view to contribute to the overall target of skilling/upskilling 500 million people in India through p-p-p (public-private-partnership) programmes in skill development. Also making efforts towards setting up a "Centre of Excellence" in order to enhance the competency level of aspirants and the faculty for Technical & Engineering education.

## Role of the INSTITUTION

- (i) The INSTITUTION shall provide the available infrastructure & basic amenities such as electricity, water, telephone, etc.; suitable and ready for delivering the training courses and other activities in conjunction with the ASSOCIATE in the scope.
- (ii) The INSTITUTION shall provide a workable space/ room with basic amenities for the staff of The ASSOCIATE to facilitate marketing & related activities for successful outcome of joint activities.
- (iii) The INSTITUTION shall help to develop market through its existing established network and would support in marketing exercise.
- (iv) The INSTITUTION shall nominate a coordinator as a point of contact (POC) for ASSOCIATE for proper operation of MoU.
- (v) The INSTITUTION shall treat ASSOCIATE as a training partner for joint activities for mutual benefits.

## Role of the ASSOCIATE

- (i) The ASSOCIATE shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of The INSTITUTION. It shall accordingly design and deliver various programmes within the overall scope of MoU.



- (ii) The quality delivery is the responsibility of The ASSOCIATE and The ASSOCIATE would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the INSTITUTION.
- (iii) The ASSOCIATE shall design, develop and provide required course materials & practical training to the students.
- (iv) The ASSOCIATE shall market the programmes to make them successful. It shall also guide and support the students for proper placement.

#### **JOINT RESPONSIBILITIES:**

1. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
2. Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.
3. Technical workshops/ promotional workshops within the scope of the MoU.
4. Assessment of the courses shall be carried out jointly by both the parties.
5. Successful business models developed shall be emulated at other IETE Centres, as per mutual agreement with other IETE Centres.

#### **FINANCIAL ARRANGEMENT**

1. Course fee shall be decided in mutual agreement by both the training partners for all the programs to be conducted jointly by The Institution of Electronics & Telecommunications Engineers (IETE) with M/s Redefine Dimensions Convergence Pvt Ltd. (RDCPL).
2. For courses under the purview of SSCs, fee from the students shall be collected as per the allotment of seats by SSCs to respective training partners, i.e. 'The INSTITUTION' or 'The ASSOCIATE', or shall be collected by different parties as the case may be.
3. ESCROW Accounts shall be created by The INSTITUTION, and by The ASSOCIATE .
4. Promotional costs as mutually agreed shall be offset against total revenue to be shared.
5. Direct Marketing cost (say advertisements in newspaper, arranging an event at the INSTITUTION) shall be shared by both parties in the ratio of 50:50.
6. Revenue sharing mechanism:
  - a. The ASSOCIATE (Redefine Dimensions Convergence Private Ltd): **60%**
  - b. The INSTITUTION, IETE: **40%**
7. The revenue sharing shall be done within 15 days once the payment is realized.
8. The INSTITUTION shall not be liable for discharging any financial commitments made by the ASSOCIATE or vice-versa.



## Duration and Termination of Agreement

MOU shall be effective from the date of signing and shall remain in force for a period of two years. It shall automatically be renewed for next two years until & unless discontinued by either party.

The INSTITUTION has the right to terminate the agreement for non-performance of the ASSOCIATE, based on half yearly detailed reviews.

In case the ASSOCIATE intend to terminate the contract, it shall communicate the INSTITUTION six months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is obligation of the ASSOCIATE to make it successful.

## Confidentiality

The INSTITUTION agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the ASSOCIATE and cannot be used for at least two years from the date of termination/ completion. The INSTITUTION shall not be liable for any suit on account of demands for infringement of copyright etc. by the ASSOCIATE which has no nexus with the objective of the MoU.

## General Provisions

- (i) Both the Parties have full power and authority to enter into this MoU and take any action 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 MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.
- (ii) This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
- (iii) The ASSOCIATE & The INSTITUTION shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.
- (iv) The ASSOCIATE shall strictly follow the INSTITUTION norms, rules and regulations for conducting the programs and shall maintain the INSTITUTION high standards.



- (v) All courseware provided by the ASSOCIATE is its copy right. Confidentiality of same shall be maintained and the INSTITUTION should ensure it is not replicated in the other Centre's of IETE or outside.
- (vi) Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
- (vii) Both parties shall promote the arrangement and courses through respective websites

## STEERING COMMITTEE

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

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|--|----------|
| (1) Chairman , Skill Development & Industrial<br>Coordination Committee, INSTITUTION | Chairman |
| (2) Secretary General, INSTITUTION   | Member   |
| (3) Director & CEO The ASSOCIATE   | Member   |
| (4) Vice President, The ASSOCIATE  | Member   |

NB: The quorum of the meeting of the steering committee shall be the Chairman plus TWO members. In the absence of Chairman, Secretary General, IETE shall chair the steering committee. The functions of the steering committee shall be to oversee the planning and meaningful execution of the Agreement as delineated below:

- (1) To ensure effective collaboration with industry for improved employability.
- (2) To participate effectively and get integrated with skill development mission
- (3) To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to industry with updated employable knowledge.
- (4) To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
- (5) To work for certification & recognition of the programmes and issuing certificates jointly.
- (6) To provide guidance, direction and approval regarding methodology for marketing of programmes and training courses.
- (7) To carryout detailed period review of the progress made and handle the issue extension\_or\_termination\_of the agreement based on the review.
- (8) To suggest and approve amendments in MoU, if so required.
- (9) To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.




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### **Force Majeure**

The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of M/s Redefine Dimensions Convergence, Pvt Ltd.), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, 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 MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

### **Notices**

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU 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 a confirmation to the correct facsimile number).

### **Arbitration**

- In the event of a dispute between the ASSOCIATE and the INSTITUTION 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.
- 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 Indian Arbitration Act.
- 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. Jurisdiction shall be Court of Delhi.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

The ASSOCIATE

Redefine Dimensions Convergence

By: Shri Shiv Kumar

Title: Founder Director & CEO  
RDCPL (Inception), Delhi

Witness

1. [Signature] for RDCPL
- 2.



The INSTITUTION

On Behalf of IETE-.....

By: Maj. Gen. P.K. Jaggia, VSM (Retd)

Title: Secretary General, IETE  
HQ, New Delhi-110003

Witness

1. Sandeep Kumar Mangal  
for IETE (AP&SDC)
- 2.

