

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

CETPA

TRAINING | RECRUITMENT | DEVELOPMENT

A CMMI Level 5 Company

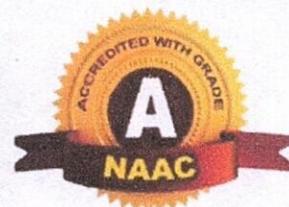
CETPA INFOTECH PVT. LTD.

(A CMMI Level 5 Company)

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SWAMI VIVEKANAND
SUBHARTI
UNIVERSITY
UGC Approved
Meerut



SWAMI VIVEKANAND SUBHARTI UNIVERSITY

Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut - 250002

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as the 'MOU') is made and entered into on this Eighth day of May Two Thousand Twenty-Four (8/05/2024) and shall come into effect from the date of signing of this MOU.

BETWEEN

CETPA INFOTECH PRIVATE LIMITED, CIN No. U72100UR2005PTC031052, having its registered office at **D-58, Sector 2, Noida, Uttar Pradesh - 201301** hereinafter referred to as **CETPA / First Party** represented by **Ms. Shumaila Anees – Branch Head**.

CETPA excels in **TRAINING, DEVELOPMENT, and CONSULTANCY**, offering specialised programs in 50+ cutting-edge technologies and other non-IT domains. With a dedicated team of expert trainers, we provide personalised attention to students, fostering robust industry-oriented knowledge.

AND

SWAMI VIVEKANAND SUBHARTI UNIVERSITY, formed and established via UP State Act no. 29 of 2008, at **Subhartipuram, NH - 58, Delhi - Haridwar Bypass Road, Meerut, Uttar Pradesh - 250005**, hereinafter referred to as **Subharti University / Second Party** represented by the **Registrar, Gp Capt. M Yakoob**.

WHEREAS, CETPA Infotech Private Limited and Swami Vivekanand Subharti University recognize the importance of collaborating to enhance the educational and career prospects of students enrolled in the programmes offered by the Second Party as well as nearby colleges.

NOW, THEREFORE, it is agreed as follows:

1. OBJECTIVES OF THE COLLABORATION -

- 1.1 Prepare students for the job of the future.
- 1.2 To impart knowledge, skills and attitude to students to make them employable.

2. PREREQUISITES TO MEET THE OBJECTIVES OF THE COLLABORATION -

2.1 EXECUTED BY THE FIRST PARTY:

- A. To establish a Center of Excellence (hereinafter referred to as the "Centre") for Industry required training within the Swami Vivekanand Subharti University, Meerut premises/ campus.
- B. To provide internships and placements of the students of the Swami Vivekanand Subharti University, Meerut enrolled within the Centre.
- C. To assist the students of the Swami Vivekanand Subharti University, Meerut in securing placement opportunities in reputable companies, by organising placement drives, conducting training sessions and providing career guidance.

Shumaila Anees
8/5/24

M Yakoob
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- D. To jointly organise skill development workshops, seminars, webinars, lectures and training programs aimed at enhancing the employability of students and equipping them with industry relevant skills at Swami Vivekanand Subharti University, Meerut.
- E. To provide students of the Second Party with essential employability skills including IT training, Internship Opportunities, Artificial Intelligence Training, Professional Ethics, English Communication Proficiency, Personality Development and overall career development opportunities.
- F. To collaborate on the research projects of mutual interest, which may include joint publications, sharing of resources and leveraging expertise for academic and industrial research.
- G. To share academic resources, including but not limited to libraries, laboratories, and research facilities, as mutually agreed upon.
- H. To explore opportunities for faculty training programs, wherein faculty members from the Subharti University may visit CETPA for training sessions, workshops, or collaborative research endeavours and the charges for the same may be mutually decided.
- I. To have CETPA as a training partner to provide industry-standard certifications to enhance the students credentials.
- J. Provide Training for Technical/ Management/ Medical/ Language and other relevant courses as per the requirements from time to time.
- K. The training may be provided in a combination of online and offline teaching methods as per the requirement and the satisfaction of the course and students.
- L. The software required to deliver the dedicated training will be provided by CETPA. As per the need, these softwares may be academic versions, community version, demo or full version.
- M. Provide a platform to conduct online training through its own resources.
- N. Collaboration with IT companies for internships, placements, and industry projects.
- O. Networking with alumni and industry professionals for mentorship, counselling and guidance.
- P. Provide qualified and experienced faculty members with expertise in various domains.
- Q. After completion of the program, certificates will be awarded by the centre by both the parties.

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2.2 EXECUTED BY THE SECOND PARTY:

- A. Infrastructure and workspace / workstation shall be provided by the Second Party.
- B. Classrooms cum Computer Labs shall be provided with:
 - a. LCD Projectors, Computers / Monitors / Screens Whiteboards and Marker as per the need.
 - b. space: 30 seating capacity
 - c. 2 in number
 - d. WiFi connection
 - e. Microphones and Speakers
 - f. 30 computers each lab, having minimum configuration of Intel Core – I5, 6th Gen Processor, 8 GB RAM and 512 GB SSD Storage are required.
- C. Necessary equipment (3 computers for staff and basic stationery items) for office management, Reception area for enquiry and registrations for the students.
- D. Food and Lodging Facility to First Party Team will be provided by the Second Party. First Party will give prior information to the Second Party for the necessary arrangements.
- E. Enquiry cabins to efficiently handle inquiries and accommodate walk-ins.

3. MODE OF ENROLLMENT / REGISTRATION OF THE STUDENTS -

- 3.1 Enrollment of the students will be done on CETPA's Enquiry Management System portal.
- 3.2 The Second Party will actively promote the Center to its students and allow its students to receive training there.
- 3.3 Together, the two parties will be in charge of the centre's promotion and publicity, and they will cooperate to raise knowledge of the facility on the campus of the Second Party and in the neighbourhood.
- 3.4 Outside students will also be able to enrol in the Center and will receive an ID card that will allow them to access the campus of the Second Party.
- 3.5 In the event that these students violate the rules set forth by the Second Party, their enrollment may be cancelled and their fee may be confiscated.

4. REVENUE COLLECTION -

- 4.1 The parties will mutually decide on the course fee.
- 4.2 The First Party will be in charge of transparently collecting funds from

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students.

- 4.3 Second Party will charge the consultancy fee from First Party. The First Party will pay the Second Party 45% of the revenue against the consultancy invoice raised by the Second Party.
- 4.4 The payment will be done on a monthly basis.
- 4.5 Statutory deductions as per the existing law of the land will be applicable on the revenue shared.
- 4.6 GST Amount will be mentioned in the invoice raised by the Second Party along with mentioning GST numbers of both the parties.

5. ADDITIONAL POINTS -

- 5.1 Both parties agree to give the other party permission to use their logo in order to emphasise their services within the Center or to promote and publicise the Center. Without the other party's consent, use of the other party's logo is not allowed for any other reason.
- 5.2 During the MOU Period, either party will not be allowed to participate in a comparable collaboration for the same courses with any other organisation or in a 50 km radius.
- 5.3 If the First Party does not provide the expected level of service, the Second Party may interact with another party. In such a situation, the Second Party must first notify the First Party and allow the First Party a reasonable amount of time to fix the problem before interacting with another party.
- 5.4 During the MOU Period and for a year after its conclusion, neither party may, without the other party's permission, directly or indirectly use the resources of the other party on its own payroll.
- 5.4 During the time that the First Party is not using the space, the Second Party may use it for other projects.
- 5.5 The individuals of the First Party shall abide by the policies and guidelines of the Second Party's campus.
- 5.6 Each batch will have 30 students to begin with, In case the minimum requirement is not met both the parties will mutually decide on the further course of action for that batch of students that may include extension of the batch start date or transfer of the student to the main training centre of First Party under this MOU.

6. CONFIDENTIALITY -

- 6.1 Both parties agree to maintain the confidentiality of any proprietary information shared during the course of collaboration and to use such information solely for the purposes outlined in this MOU.

7. TERMINATION -

- 7.1 Breach of contract: If any party violates the terms of the MOU, the other party

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will inform the offending party and require them to make the necessary corrections. If the breach is not fixed within 15 days, the opposite party may freely end this MOU.

7.2 Participation in any anti-institutional or anti-national activity: neither party will take part in any actions that damage the other party's or the motherland's prestige. If it is discovered, the other party may end the agreement by providing the other party with sufficient notice.

7.3 Either party may terminate this MOU by providing a written notice of three months to the other party.

7.4 Termination shall not affect any ongoing commitments or obligations unless otherwise agreed upon.

8. TERMINATION IMPACT -

8.1 Intellectual Property: Any intellectual property developed in cooperation will have the shared rights of both parties, and neither party will have any rights over any material shared solely for the purposes of the MOU.

8.2 Both parties will settle the other party's account after deducting any damages.

8.3 Even if the MOU is terminated, its confidentiality will remain intact.

9. DISPUTE RESOLUTION -

9.1 If there is a disagreement about how to interpret any of the MOU's articles, the parties will attempt to resolve it by mutual discussion within a maximum of one month.

9.2 If the issue is not resolved within a month, it may be sent to arbitration via a common arbitrator appointed by mutual consent.

9.3 Any issue pertaining to the training's content shall fall under the First Party's purview.

10. MODIFICATION / AMENDMENT & COMMUNICATION CHANNELS -

10.1 Any correspondence between the parties must be sent by registered post or sent to the other party's official email address. There will be no value in any other conversation on any other platform.

10.2 Any additions, deletions, and/or modifications to this agreement may be made with a written agreement and mutual permission from the parties to this agreement. An annexure to this agreement will be deemed to be a signed document with the additions, deletions, and/or modifications made by both parties.

11. TERM / DURATION -

11.1 This MOU shall come into effect on the date of its signing by both the parties and shall remain in force for a period of three years, unless terminated earlier by mutual agreement or in accordance with the provisions outlined herein.

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11.2 The term / duration may be extended for a further period by mutual consent in writing by the both parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives and have set & subscribed their respective hands and seal on the day, month & year herein above mentioned.

FIRST PARTY

SECOND PARTY

AGREED:

AGREED:

For **CETPA Infotech Private Limited**
Authorized Signatory

For **Swami Vivekanand Subharti University**
Authorized Signatory

CETPA Infotech Private Limited	Swami Vivekanand Subharti University
Add: D-58, Sector- 2, Noida, Uttar Pradesh - 201301	Add: Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, Uttar Pradesh -250005
Contact: 9911021387	Contact: 9639010568
Email: shumaila@cetpainfotech.com	E-Mail: registrar@subharti.or
Web: www.cetpainfotech.com	Web: https://subharti.org/

Shumaila
01/07/24

Ms. Shumaila Anees
(Branch Manager)
CETPA Infotech Pvt. Ltd.

Nitin Babbar
02/05/2024
Nodal Officer:
Nitin Babbar
Manager- Corporate Relations

M. Yakooob
08.05.24

Gp Capt M Yakooob
(Registrar)
Swami Vivekanand Subharti University

Shravan
08/05/2024
Nodal Officer:
Dr. Shravan Kumar Garg
Officiating Dean – FET SVSU



Annexure: 1

COURSES AVAILABLE (put as annexure)

CS/IT	MBA/BBA	EC/EE	NON-IT
Java	Digital Marketing	Internet of Things	English Communication skills
Python	Business Analytics		Speaking/Writing Skills
Machine Learning			Personality Development Skills
Artificial Intelligence			
Front End Development			
React/Angular			
MERN			
Networking			
Full Stack Development			

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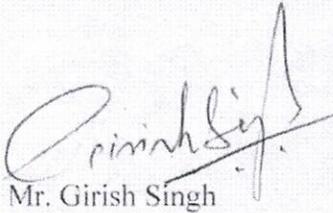
WAMI VIVEKANAND SUBHARTI UNIT
Registrar

Ref. CIP/NOIDA/0424/01

Date 09 April 2024

Resolution for Authorized Signatory

This Board of Directors meeting was held on dated 09th April 2024 at CETPA, Noida Office. In the Board of Directors' meeting, all the Board of Directors hereby appointed Ms. Shumaila Anees as authorized signatory to execute the MoU between CETPA Infotech Pvt Ltd and Subharti University, Meerut (Uttar Pradesh).



Mr. Girish Singh

Director



Mr. Anil Kumar Singh

Director



Mr. Vikas Kalra

Director