

उत्तर प्रदेश UTTAR PRADESH

GS 705168

**MEMORANDUM OF UNDERSTANDING ("MOU")**

**IITK FOUNDATION FOR ADVANCED CONTINUING EDUCATION & TRAINING  
AND  
DEPARTMENT OF COMPUTER SCIENCE AND APPLICATION, ATAL BIHARI VAJPAYEE  
UNIVERSITY, BILASPUR, C.G.**

**This agreement by and between**

**IITK Foundation for Advanced Consulting 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**

**DEPARTMENT OF COMPUTER SCIENCE AND APPLICATION, ATAL BIHARI VAJPAYEE UNIVERSITY, Old High Court Building, Gandhi Chowk, Bilaspur-Chhattisgarh - 495001 (Near Gandhi Chowk)** (herein referred to as)

(IFACET and DEPARTMENT OF COMPUTER SCIENCE AND APPLICATION, ATAL BIHARI VAJPAYEE UNIVERSITY, BILASPUR, C.G. together, the "Parties" and each, a "Party").



## 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. Department of Computer Science and Application, Atal Bihari Vajpayee University, Bilaspur, C.G. is State University which has been established by the Gazette notification on 03.02.2012 of Chhattisgarh Act No 07, 2012. The Chhattisgarh Viswavidyalaya (Amendment) Act, 2011 and came in to its existence in June, 2012. The jurisdiction of Atal Bihari Vajpayee Vishwavidyalaya is extended to 04 districts namely:- revenue districts of Bilaspur, Mungeli , Korba, Gaurela-Pendra-Marwahi.

## OPERATIVE PROVISIONS:

### 1. Scope of MOU

DEPARTMENT OF COMPUTER SCIENCE AND APPLICATION, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G. 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.

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:

<b>Dr. B.V.Phani</b>	<b>Dr. H.S. Hota</b>
<b>Director IFACET , IITK</b>	<b>Professor and Head</b> Department of Computer Science and Application, Atal Bihari Vajpayee University, Bilaspur, C.G.
Email: bvphani@iitk.ac.in	Email: proffhota@gmail.com

Technical Representatives:

The implementation shall be carried out by the Principal Investigator **Prof. B. V. Phani**, IIT Kanpur and **Mr. J. Kumar** of Department of Computer Science and Application, Atal Bihari Vajpayee University, Bilaspur, C.G.

<b>Prof. B V Phani</b> Project Investigator, EICT Academy, IITK Email: bvphani@iitk.ac.in	<b>Mr. J. Kumar</b> Assistant Professor, Department of Computer Science and Application, Atal Bihari Vajpayee University, Bilaspur, C.G. Email: jeetendragupta85@gmail.com
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### **3. Term and Termination**

The term of this MOU is for **five** years. This MOU will commence on 22<sup>nd</sup> January 2024 (hereinafter referred to as the "Effective Date") and end on 21<sup>st</sup> January 2028. 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**

Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G. 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.

### **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.

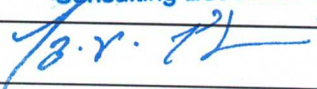


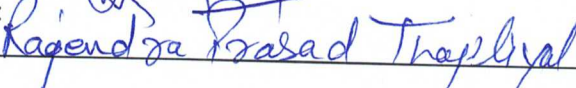


### 11. Force Majeure

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 For IITK Foundation For Advanced Consulting Education & Training	Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G.
sd.  Director	sd. 
B V Phani	Dr. H.S. Hota Head of Department Computer Science and Application Atal Bihari Vajpayee Vishwavidyalaya Bilaspur (C.G.)
Director IFACET	Professor and Head Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G.
In the presence of: Witness:  Name: 	In the presence of:  Witness: Name: 



## APPENDIX: A

### Scope of Agreement:

#### **Programs & Training**

IFACET facilitates and delivers the following programs to students and faculty members of Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G. as deemed fit by Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G. from time to time.

S.No	Program*	Designed by	Mode	Participants	Fees
1	Augmentation Programs	IFACET-IITK	Hybrid#	100	2500/- Each Student
2	Need based Programs	IFACET-IITK	Hybrid#		
3	Winter/Summer Trainings	IFACET-IITK	Online Live	300	3500/- Each Student
4	Faculty Development Programs	IFACET-IITK	Offline Live	100	1000/- Each Student
5	Special Workshops	IFACET-IITK	Online Live	Membership Program	1,18,0000/-

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 600 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**

Details of the Number of students of Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G. in each of its programs is given as under:

<b>Student Strength of Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G.</b>	
<b>Branch - Year</b>	<b>Total Strength</b>
MCA	110
B.Sc. (Hons) Computer Science	100
MBA	60
M.Sc. (Computer Science)	50
<b>Total</b>	<b>320</b>



## Payment and Conditions

1. All payments to be made to IFACET, IIT Kanpur as per the details given.
2. The Department of Computer Science and Application, ATAL BIHARI VAJPAYEE UNIVERSITY, Bilaspur, C.G. commits to a minimum number of students per year who will avail these courses from IFACET as given in the table on Programs and Training.

