

**Academia- Industry partnered FDPs
and MDPs**

**MEMORANDUM OF
UNDERSTANDING(MOU)**

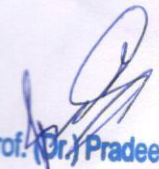
BETWEEN

University of Engineering & Management
Jaipur

&

ipsr solutions limited




Prof. Pradeep Kumar Sharma
Registrar
University of Engineering & Management
Jaipur, Rajasthan-303807

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 16th day of August Two Thousand Twenty Four (16-08-2024),

BETWEEN

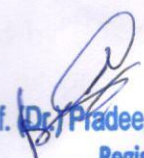
University of Engineering & Management Jaipur, Gurukul, Sikar Road Near Udaipuria Mod, Jaipur, Rajasthan 303807, India, the First Party represented herein by its **Registrar** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

ipsr solutions limited Merchant's Association Building, M.L. Road, Kottayam, Kerala 686001 the Second Party, and represented herein by its **MD & CEO, Dr. Mendus Jacob**, (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')



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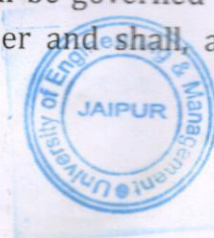
WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) University of Engineering & Management Jaipur
- B) **ipsr solutions limited**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - **Education, Information Technology and IT enabled Services**
- C) Both Parties, being legal entities in themselves, desire to sign this MOU for establishing a mutual understanding in conducting Faculty Development Programs (FDP) and Management Development Programs (MDP) by the collaboration of both parties.

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 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



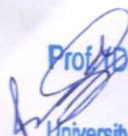
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reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. These 'Definitive Documents' include the MOU Annexures, Brochure for FDP / MDP and the E-Certificate of FDP / MDP. 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 Both parties shall collaborate in conducting National level intercollegiate Online events such as Faculty Development Programs (FDP) and Management Development Programs (MDP). Both parties can associate with other institutions in conducting these types of programs.
- 2.2 The Second party shall be responsible for the Event Planning, Promotion, Hosting, Live Streaming, Operations, LMS platform and taking the Registrations (online form) from the participants. These activities by the Second Party shall be carried out from the interaction of the First party. The First party should support the second party in promoting the events through all possible means to get maximum registrations.
- 2.3 If any processing fee is being collected (as per annexure 1) from the participants for providing the LMS access and Certificate, it should be done through the second party's bank account.
- 2.4 The list of online registrations, the details of payment being received and the list of payers should be mutually shared between both parties on time.
- 2.5 E-Certificate shall be issued to eligible participants through the LMS platform of the second party, with Logo and signature of associating institutions.
- 2.6 Event Expenditure and the revenue share shall be settled as per the




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conditions mentioned in annexure 1 and 2.

CLAUSE 3 Benefits to First Party

- 3.1 Through this MOU, the University can host national level online FDPs / MDPs on mutually agreed dates
- 3.2 These events will help to increase the online visibility and public perception of the hosting institution, through Email Campaigns and Social Media promotions
- 3.3 This might also help the hosting institution to increase the website traffic, if the event details are published as a web page.
- 3.4 This MOU and its annexures assure the hosting institution that all the expenses incurred in conduction of this FDP/ MDP will be beared by the second party

CLAUSE 4 INTELLECTUAL PROPERTY

- 4.1 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, copyrights and designs) of the other Party.

CLAUSE 5 VALIDITY

- 5.1 The term of this agreement is for a period of **Two years**. This MOU may be renewed further with mutual written agreement of the parties after the lapse of the term of 2 years.
- 5.2 Either party may terminate this Agreement for any reasons by Providing 30 days written notice to the other party. Both In the event of Termination, both parties have to discharge their obligations

CLAUSE 6 CONFIDENTIALITY

- 6.1 Both Parties will keep confidential and not disclose the Confidential



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Information to any parties unless expressly permitted by the **First Party** and **Second Party**.

This shall not apply to:

- I. Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- II. Confidential Information that is in possession of the Company prior to disclosure by the University; or
- III. Confidential Information that is received by the Company from an independent third party who is permitted to disclose the relevant Confidential Information.

These terms shall not restrict the Company from making any disclosure of Confidential Information that is:

- I. required by law; or
- II. required by a governmental authority or regulatory body

CLAUSE 7 RELATIONSHIP BETWEEN THE PARTIES

7.1 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.



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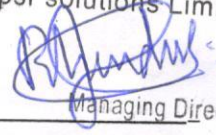
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District HeadQuarters of the First Party. This undertaking is to be construed in accordance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

AGREED:

For University of Engineering & Management Jaipur

For ipsr solutions limited

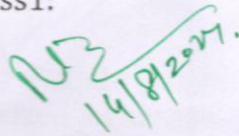

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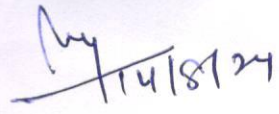

 Managing Director
 Authorized Signatory



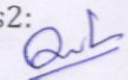
University of Engineering & Management Jaipur	ipsr solutions limited
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mukesh.yadav@uem.edu.in	ceo@ipsrsolutions.com
www.uem.edu.in/uem-jaipur/	www.ipsrsolutions.com

Witness1:


Dr. Umesh Gurnani
 Hony. Mechanical Engg. (7742289669)
 Witness3:


Dr. Mukesh Yadav
 Associate Dean, UEM Jaipur
 Mob. - 9828490424

Witness2:


ANUSHAY
 ASSISTANT MANAGER
 HR & OPERATIONS.

Witness4:

Annexure 1
Industry partnered FDPs and MDPs

Both parties enter into a decision that the participant's initial registration (or access to the first day's session) for these events will be free of cost and shall be done through an online form. Second party will provide the event joining link (Webex) or the Live Streaming link (Youtube) of the free sessions to these registered participants in email. There will be no limit in the number of registrations can be taken, however the maximum number of participants allowed on webex will be 900 to 950.

For providing the LMS access / Workshop access (paid sessions) and the provision to download the certificate, Processing Fee shall be collected from the interested participants. Processing Fee for FDPs and MDPs shall be in the range of INR 100 to 2000 depending on the number of days and the topic, and it shall be decided during the planning of the event with mutual consent.

The Second party would bear all the operational and promotional expenses of this FDP - including Designing Charges, Organic and Paid Promotions, Email Marketing, Correspondence to participants, Webex Hosting, Recording & Editing, Youtube Live streaming and Editing, Remuneration for Resource Persons, LMS facility and Support etc. - through the processing fee being collected from participants. A team of around 10 to 15 professionals from the second party will be involved in these activities for almost 30 to 35 days.

Processing fee shall be collected through the bank account of the second party. There will be no additional financial commitment for the first party to the second party for conducting these FDPs / MDPs. As a collaborative effort, the first party should try to get maximum enrollments (with a target of total registration amount being received is not less than five lakhs) for each FDP/ MDP, by inviting faculty members from other institutions and also through promotional activities through Social media pages, Website, Email communications, Print media etc.

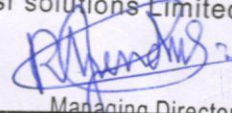
For University of Engineering & Management Jaipur


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Authorized Signatory
Registrar
University of Engineering & Management
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For ipsr solutions limited

For ipsr solutions Limited


Managing Director
Authorized Signatory



Annexure 2

Details of Industry partnered FDP proposed under this MOU for Sep / Oct/ Nov 2024

FDP Schedule: Tentatively (as per availability) in Sep / Oct / Nov 2024

The title for the proposed FDP shall be 'One week National Level Online Faculty Development Program on **Outcome Based Education and Application of Generative AI in Teaching and Research** jointly organised by the **Internal Quality Assurance Cell (IQAC) of University of Engineering & Management Jaipur** and <Name of Collaborating College / University> in association with **ipsr solutions limited**

Registration: FDP registration and access to the online sessions shall be provided free of cost. Registration will be taken through google forms.

Processing Fee: The per-head processing fee (for LMS access and the provision to download certificate) for this FDP will be **INR 400**. Those participants who wish to receive the LMS access and provision to download the certificate, should pay the processing fee to IPSR's account.

IPSR will bear all the operational and promotional expenses of this FDP - including Designing Charges, Organic and Paid Promotions, Email Marketing, Correspondence to participants, Webex Hosting, Recording & Editing, Youtube Live streaming and Editing, Remuneration for Resource Persons, LMS facility and Support etc. - through the processing fee being collected from participants.

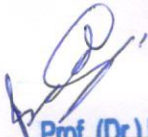
IPSR will also offer **complimentary credits of QuestionPaper.ai** for all paid participants. This will help to attract more participants to access the LMS (by paying the processing fee) and to fruitfully utilise the resources provided in LMS.

Also, IPSR will offer 50% scholarship (INR 200) in the **Registration Fee** for all those faculty members who are registering **from University of Engineering & Management Jaipur and from the Collaborating College / University (if any)**. University of Engineering & Management Jaipur, should also ensure that there is a minimum of 200 paid participants from their institution.

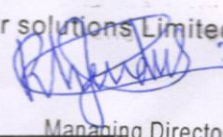
While the total amount of processing fee received for this FDP exceeds five lakhs, 50% of the excess amount will also be offered as scholarship amount to the hosting institution (33%, if there are two hosting institutions), as a CSR activity of IPSR..

For **University of Engineering & Management Jaipur**

For **ipsr solutions limited**



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Managing Director
Authorized Signatory

