



उत्तर प्रदेश UTTAR PRADESH

EH 805131

01 AUG 2018

THIS AGREEMENT made on this 13<sup>th</sup> day of August in the year two thousand and eighteen BETWEEN KANPUR VIDYA MANDIR MAHILA (P.G.) MAHAVIDYALAYA, affiliated to University of Chatrapati Shahu Ji Maharaj University, situated at Kanpur through its Principal, Dr. Mamta Khare, who is duly authorized to sign this Agreement, (hereinafter referred to as "the College") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors, executors, administrators or assigns) of the ONE PART and UPTEC COMPUTER CONSULTANCY LIMITED, promoted as a Joint Venture Company by UP Electronics Corporation Limited (A Government Undertaking) and incorporated under the Companies Act, 1956, having its registered office at 16 Rana Pratap Marg, Lucknow hereinafter referred to as 'UPTEC' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its associated companies/associates, successors, executors, administrators or assigns) of the OTHER PART;

  
CV SINGH  
Managing Director  
UPTEC Computer Consultancy Ltd.

  
कार्यवाहक प्राचार्या  
कानपुर विद्या मंदिर महिला पीजी महाविद्यालय  
खुल्स नगर, कानपुर

WHEREAS the College has been established under the aegis of Kanpur Vidya Mandir Society situated at Kanpur and is recognized/affiliated with Chatrapati Shahu Ji Maharaj, University, Kanpur.

AND WHEREAS UPTEC is a Company engaged in the field of Computer Education & Training, Marketing of IT Products & Services, Content Development & Design & Software Development and Exports.

AND WHEREAS UPTEC, being an accredited institution for conducting Computer course of National Institute of Electronics & Information Technology (NIELIT – formerly DOEACC), (an autonomous Society under the Ministry of Communications and Information Technology, Government of India), has submitted a proposal to the College to establish a Value Hub Centre at the College to offer the job oriented training programmes to the students of the College.

UPTEC having established itself as a credible organization providing job oriented IT educational services, shall set up Value HUB Centre which will provide the relevant in-demand technical and soft skills, practical training/internship and career guidance to make the students job ready.

AND WHEREAS the College has accepted the proposal and requested UPTEC to establish Value Hub Centre at the College;

And the parties therefore agreed to enter into an Agreement for collaborating with each other.

  
C V SINGH  
Managing Director  
UPTEC Computer Consultancy Ltd.

  
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मुख्य नगर, कानपुर

**AND WHEREAS THE PARTIES HEREBY AGREED AS FOLLOWS:**

1. That the College and UPTEC hereby agree to set up a Value Hub Centre at the College for conducting the Programmes as per the list of Programmes to be offered placed at Annexure 1;
2. That the College shall arrange to promote, enroll and register students for the Programmes as per Annexure 1;

**MUTUAL TRUST**

3. That this Agreement will be followed in letter and spirit and mutual trust notwithstanding the terminology and technicalities of the document. UPTEC and the College commit to continue to work in good faith and follow fair practices and help in a way which safeguards the long term interests of both Organizations by increasing the mutual goodwill and credibility. This Agreement also evokes faith among the parties and as a gesture of adopting fair practices, both the parties agree not to compete with each other during the effective period of this Agreement and for a reasonable period after the expiry of this Agreement;

**ADMISSION PROCEDURE**

4. That the candidates desirous of seeking admission in the programmes shall be required to adhere to the norms, eligibility criteria and selection procedure as prescribed by UPTEC;
5. That the candidates desirous of seeking admission shall be required to apply to the Value Hub Centre at College for admission on the prescribed form together with requisite documents and processing fee;
6. That the Value Hub Centre at College, after obtaining approval from UPTEC, shall issue enrolment number and an Identity Card to each of the candidate admitted, testifying the candidate's inclusion as a student of a prescribed course/syllabus of the specific programme;


## EXAMINATION

7. That examination and project evaluation procedures, forms, norms and methodologies shall be laid down by UPTEC from time to time for each programme and will be adhered to strictly by the College;
8. (i) That each programme shall have a competent authority responsible for conduct of examination and award of certification for the students of that programme as per Annexure 1. There may be multiple examinations and multiple certifications for a programme depending upon the requirements of the programme;
- (ii) That each of the candidate, who has fulfilled the criteria fixed for appearing in the examination and where candidature of the student has been cleared and forwarded by UPTEC, such candidates shall be required to appear in the examination conducted by the competent authority such as NIELIT for the award of Certificate based upon the performance in final examination of both theory and practical subjects/papers;

## FEES

9. That the fees i.e. Tuition fee and Courseware fee, as per details given in Annexure1, shall be deposited by the students directly into the Bank account of the College. The share of UPTEC shall be paid by the College through account payee cheque;
10. The recommended fee structure as per Annexure 1 may be reviewed and revised by UPTEC as and when required in view of the then prevailing conditions;
11. That other fees like registration fee, examination fee etc. shall be in addition to the fee referred in Annexure 1, and shall be paid by the students separately to UPTEC as and when required;

  
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## MANPOWER & INFRASTRUCTURE

12. That the UPTEC shall provide the Faculty for conducting the classes and College shall provide the infrastructure including Class rooms, Labs with Computers, etc., furniture, Projector, electricity, power backup/conditioning and its maintenance etc.


## ROLES & RESPONSIBILITIES

13. That the detailed Roles and Responsibilities of the College under this Agreement are more clearly specified in Annexure 2;
14. That the detailed Roles and Responsibilities of UPTEC under this Agreement are more clearly specified in Annexure 3;

## SHARING OF REVENUE

15. (i) That the fee collected as per above clauses shall be shared between UPTEC & the College as their share of consideration;
- (ii) (a) UPTEC's share shall be 60% of the recommended tuition fee and the balance 40% fee deposited on account of tuition fee shall be the share of the College;

  
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बल्लभ नगर, कानपुर

- (b) In addition to the above, total courseware fee and other fees like Registration / Exam etc shall be paid to UPTEC towards fee of Courseware supplied by UPTEC, fee for subscription of on-line support provided by UPTEC and fee of Examination & Certification organized by UPTEC;
- (iii) That an Account Statement shall be prepared and sent by the College to UPTEC by every 16<sup>th</sup> day of the calendar month to show all kinds of fee collected between 16<sup>th</sup> day of the preceding calendar month to 15<sup>th</sup> day of the current calendar month. Out of the fee collected from 16<sup>th</sup> day of the preceding calendar month till 15<sup>th</sup> day of current month, the share of each party shall be paid immediately in every month. In case the College decides to permit students to pay fee in multiple installments, then the College has to ensure that entire share of UPTEC shall be collected at the time of admission itself and paid to UPTEC;

#### TAXES

16. That the College shall pay all taxes levied currently or in future to the concerned authority. However, any taxes or duties payable to the Central Government, State Government, Local Authority or any other Government Department in respect of charges paid or fee collected, etc. shall be settled by the concerned party on whom the liability of payment is finally fixed;

  
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गुवाहाटी, असम

## TERMINATION

17. It is mutually agreed that upon termination of this agreement for any reason whatsoever it shall not release either party hereto from any obligation which on the date of termination has already accrued to the other party (whether or not the amount of such liability has been computed) or which under the terms hereof or by its nature is a continuing obligation;
18. That this Agreement shall remain valid for a period of Five (05) Years from the date of this Agreement. The Agreement can be renewed on mutual consent of both parties. However, if this Agreement is not renewed and expires by efflux of time or otherwise terminated by any party, it will be incumbent on the parties to ensure completion of the remaining Programme, arrange for all infrastructure, manpower, etc. if any, and arrange for the examinations/certifications of all the students who have completed the Programme;
19. That this Agreement can be terminated by either party by giving Six (06) months prior notice, in writing, to the other party;


## INTELLECTUAL PROPERTY

20. Any course material shared by UPTEC in the form of printed material or digitalized material will be the intellectual property of UPTEC and the College shall not use it, during or after termination of Agreement, for any direct or indirect purpose except for the courses conducted in joint partnership with UPTEC;

## DISCLAIMER / FORCE MAJEURE

21. That either party shall be under no liability to the other party in respect of anything which may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of the concerned party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority, labour disputes or of any law, statute, or ordinances, order, action or regulations of the Government, or in compliance therewith or any other causes, contingencies or circumstances similar to above;

  
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स्वरूप नगर, काठमाडौं

## DISPUTES

22. That all disputes and difficulties of whatsoever nature arising out of and/or concerning the terms and conditions of this Agreement (including, without limitation, disputes or claims with respect to the effectiveness, interpretation, performance, amendment and termination of this Agreement) shall be referred by either party to a panel comprising of the Managing Director of UPTEC and the Chair Person of the College for resolution;
23. In case the above referred panel is unable to resolve the dispute within 30 days of a dispute being referred to them, the same may be referred to arbitration. The Arbitration proceedings shall be carried under the prevailing law of Arbitration and shall be conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be final and binding on both the parties. The venue for arbitration shall be at Lucknow and that the parties agree that only the Courts of Lucknow shall have jurisdiction to entertain any proceedings related to this agreement whether during pendency, or after termination. No other Court shall have jurisdiction.

IN WITNESS WHEREOF THE SAID PARTIES HEREBY HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.


WITNESSES:

1. KIRTI KUMAR PANT
2. Amita Bapari


WITNESSES:

1. निरुपमा त्रिपाठी
2. सुकुला शुक्ला

For and on behalf of UPTEC

  
MRC V SINGH  
Managing Director  
UPTEC Managing Director Consultancy

For and on behalf the College

  
Dr. Mamta Khare  
कार्यवाहक प्रिन्सिपल  
कानपुर विद्या मंदिर महिला पी०जी० महाविद्यालय  
कानपुर नगर, कानपुर

## ANNEUXRE 1

### Programmes, Duration and Fee Structure

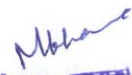
SL NO	PROGRAMME	TUITION FEE *1	COURSE WARE FEE *2	DURATION	FEE PLAN
1.	Course on Computer Concepts (CCC)  (includes NIELIT 'CCC' Programme)	Rs: 1800.00	Rs: 500.00	03 Months	Rs. 500 (C/W Fees) + Rs. 1800 (Tuition fees)
3.	Tally .ERP 9 (Including GST)	Rs: 1800.00	Rs: 500.00	02 Months	Rs. 500 (C/W Fees) + Rs. 1800 (Tuition Fees)

\*1 Tuition Fee is the recommended fee, College may Charge more or less fee. However, UPTEC's share will remain as mentioned Point no. 15.

\*2 Courseware fee is to provide study material for the students and also for the subscription for using the learning material and become a member of the learning community at teachmate.in. It is charged in the beginning of the course and is subject to change as per the applicable revisions.

Note : The student will have to additionally pay NIELIT (DOEACC) registration and examination fee for the NIELIT programme.

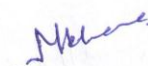
  
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 गढ़वा नगर, कोनपुर

**SERVICES TO BE PROVIDED BY THE COLLEGE**

1. To make available 20 Nos of Computer Systems, Printers, UPS and other related equipment, requisite software as per the configuration, specifications etc advised by UPTEC alongwith power conditioning equipment and auxiliary power equipment and shall equip the Class Rooms, Laboratory, Faculty Room etc with infrastructure facilities like Furniture, White Board, OHP, Video Projector (DLP/LCD), electricity, etc and shall run and maintain the same in good working condition.
2. To promote the training courses to its students.
3. To provide a minimum number of 20 students per programme per batch.
4. To manage operations of the Value HUB at the College.
5. To provide feedback on course content to enable improvement and collaborate on creation of web content for other subjects.
6. To maintain the accounts of the students enrolled for the Programme and prepare a batch-wise statement of account and give a copy of the same to UPTEC under the seal and signature of the Principal or a person authorized by the Principal and informed to UPTEC in writing alongwith share of amount of UPTEC and the College by 16<sup>th</sup> day of every calendar month.
7. To install signboard and other signages of Value Hub Centre prominently at appropriate place.

  
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संस्थान, कानपुर

ANNEXURE 3

**SERVICES TO BE PROVIDED BY UPTEC**

1. To assist/ provide consultancy for establishing the Class / Lab facility for the courses.
2. To assist in implementation and successful running of the program at the college.
3. To provide Faculty.
4. To assist in course/program promotion in the College.
5. To provide study material for students.
6. To provide web based learning content to registered students and manage the web based learning services.
7. To facilitate examination registration of the participants enrolled for the Programmes after completion of the Programme and completion of necessary formalities including payment of examination fees etc.
8. To issue Certificates after completion of the course/Examination to the students duly signed by UPTEC. UPTEC shall also help in getting the Certificate issued From NIELIT directly to the students who have enrolled for the courses of NIELIT.

  
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