

# **RESEARCH, INNOVATION AND EXTENSION**

## **TRIDENT ACADEMY OF TECHNOLOGY (TAT), BHUBANESWAR CRITERIA - 3**



### *3.5 Collaboration*



**TRIDENT ACADEMY OF TECHNOLOGY (TAT),  
BHUBANESWAR-751024**

The revised data of functional MoU can be checked through the link <https://tat.ac.in/best-practices/quality-practices/mou/?preview=true>

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3.5.1. Number of functional MoUs/linkages with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years

Sl. No.	Name of the MoU / linkage	Name of the institution / industry with whom the MoU / linkage is made, with contact details	Year of signing MoU / linkage	Purpose of the MoU/Linkage (nternship, on-the-job training, project work, student / faculty exchange and collaborative research)	Duration of MoU / linkage	List the actual activities under each MOU/ Linkage and web -links year-wise	Summary
1	Agreement - Victoria University (Australia) & TAT (Trident Academy of Technology)	Victoria University	16.05.2023	On Job Training	16.05.2023 - 15.05.2024	Faculty Training Program	Provide SAP training to Faculties
2	MoU between SAP SE & TAT	SAP SE	29.04.2023	Academic research and teaching purpose	29.04.2023-28.04.2024	Academic research and teaching purpose	Trident conducts training programs for faculty members where they learn to develop and promote advanced computing technologies.
3	MoU between NBCC & TAT (Trident Academy of Technology)	NBCC Limited	22.02.2023	Skill development and Industry oriented Internship Training	22.02.2023-21.02.2028	Skill development and Industry oriented Internship Training	Student Internship Program are being conducted for the final year B.tech & MBA Students
4	MoU – Nasscom Foundation & TAT for thingQbator Programme 2022-23	Nasscom Foundation	1.4.2022	ThingQbator	1.4.2022-28.2.2023	Student Innovation Project	Cisco funded, Nasscom operated makers face that helps students conceptualize an idea, build the same as a project till its launching in the market. Tat Thingqbator is in itself a innnovation center for its students which has been running successfully since its establishment. The renewal of the MOU is done on regular basis . However the process was affected during Pandemic Situation 2020 & 2022
5	MoU between ZIROH LABS PVT LTD, BANGALORE & TAT (Trident Academy of Technology)	ZIROH LABS PVT LTD	22.09.2021	Improving Quality Teaching,Research & Consultancy	22.09.2021-21.09.2024	Student Internship Program	Student Internship/ training Program are being conducted for the final year students.
6	Instructor Training Center Membership Agreement – CISCO Networking Academy (Membership agreement)	CISCO Networking Academy	21.10.2019	Instructor Training Center	21.10.2019 -20.10.2022	Student Training Program	It aims at training both the trainers and the students get an exposure to new technologies through more intelligent, software-driven and programmable networking.

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7	Agreement between UiPath & TAT (Trident Academy of Technology)	UiPath	01.09.2019	Student Training	01.09.2019 - till date	Academic Alliances Program	Course Development, Deliver Course to Student
8	MoU between NASSCOM Foundation & TAT – For the thingQbator program	Nasscom Foundation	01.8.2019	ThingQbator	01.8.2019-31.7.2020	Student Innovation Project	Cisco funded, Nasscom operated makers face that helps students conceptualize an idea, build the same as a project till its lanching in the market. Tat Thingqbator is in itself a innnovation center for its students which has been running successfully since its establishment. The renewal of the MOU is done on regular basis . However the process was affected during Pandemic Situation 2020 & 2024
9	MoU – between C-DAC & TAT	C-DAC	16.2.2019	Faculty Training	16.2.2019 -15.2.2021	Computer Training	Trident conducts regular training programs especially its faculty members where they learn to develop and promote advanced computing technologies with a focus on high performance computing software technologies and cyber security.
10	MoU between ISTD(Indian Society of Training & Development) & TAT (Trident Academy of Technology)	ISTD	24.11.2018	Faculty Training	24.11.2018-23.11.2023	Center of Excellence – ISTD Center of Innovative Training & Skill Development	This MOU was signed for five years to work collaboratively in imparting training to the faculty members so that they can disseminate their knowledge and skill to the students.
11	ESSCI – MoU with TAT (DF) e-Stamp Certificate no.IN-DL9905606668475Q	ESSCI	1.11.2018	Industry Connect	1.11.2018-31.10.2025	Faculty Development Program	This MOU was signed for three years to work collaboratively in imparting training to the faculty memcers in power system so that they can disseminate their knowledge and skill to the students.
12	MoU between ESSCI – DF(TAT)	ESSCI	14.9.2018	Industry Connect	14.9.2018-14.9.2020	Center of excellence	This MOU was signed for two years to work collaboratively in imparting training to the faculty members so that they can disseminate their knowledge to the students.
13	MoU – ESSCI – DF(TAT) -	ESSCI	14.9.2018	Industry Connect	14.9.2018-14.9.2020	Student Chapter	This MOU was signed for two years to for skill development of students.
14	MoU – CGSC – DF(TAT)	CGSC	15.11.2018	Collaborative Research	15.11.2018-14.11.2023	CoE – Industry 4.0 & Precision Engineering	This MOU was signed for three years to work collaboratively in imparting training to the faculty memcers in power system so that they can disseminate their knowledge and skill to the students.
15	MoU – SCGJ-Skill Council for GREEN Jobs – DF(TAT) – Center of Excellence – Renewable Energy	SCGJ	13.10.2018	Collaborative Research	13.10.2018-12.10.2023	Training of Trainer	The MOU was signed to work collaboratively in the field of Renewable energy ( Solar Energy) and conductextensive research in the field of Renewable energy.

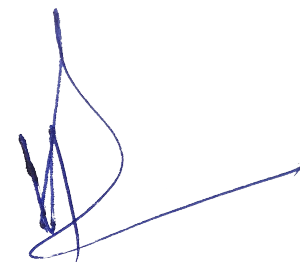
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16	MoU – PSSC(Power Sector Skills Council) – DF(TAT)	Power Sector Skill Council	13.10.2018	Faculty Training	13.10.2018-12.10.2021	PSSC Smart Energy System COE	This MOU was signed for three years to work collaboratively in imparting training to the faculty members in power system so that they can disseminate their knowledge and skill to the students.
17	MoU – between Power Sector Skills Council – DF(TAT) NSQF courses	Power Sector Skill Council	13.10.2018	Faculty Training	13.10.2018-12.10.2021	NSQF Courses	This MOU was signed for three years to work collaboratively in imparting training to the faculty members in power system so that they can disseminate their knowledge and skill to the students.
18	MoU – TSSC – DF(TAT)	Telecom Sector Skill Council	29.9.2018	Industry Connect	29.9.2018-28.09.2023	Student Club	This MOU was signed for five years to for skill development of students.
19	MoU – TSSC – DF(TAT)	Telecom Sector Skill Council	29.09.2018	Collaborative Research	29.09.2018-28.09.2023	CoE for Smart City Technology	This MOU was signed for five years to work collaboratively in imparting training to the faculty members in power system so that they can disseminate their knowledge and skill to the students.
20	MoU – IIT KGP – (TAT)	IIT Kharagpur	30.08.2018	Research	30.08.2018 - 31.03.2019	Virtual Lab	Centers will organize workshop as an outreach activity of Virtual Labs and the expenses of the workshop up to Rs 5000/- will be reimbursed by Vlabs, IIT Kharagpur on submission of bills and workshop report.
21	MoU – between Microchip &	Microchip	25.02.2019	Faculty Training	25.02.2019-24.02.22	Training of Trainer	The MOU was signed to work collaboratively in the field of Semiconductor device and conduct extensive research in the field of Chip development.

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# **MOU'S ACTIVITY**

# TRIDENT ACADEMY OF TECHNOLOGY BHUBANESWAR



MoU's  
INNOVATION CELL  
(GOVERNMENT OF ODISHA)



Odisha State Innovation Council



## INSTITUTIONAL INNOVATION COUNCIL

### Workshop on Design Thinking, Critical thinking and Innovation Design

TAT IIC organized two days Design innovation competition "HACKDAY" on the 15th and 16th of January, 2023 through the "ThingQbator" team (CISCO + NASSCOM Foundation). It was held at the TRIDENT Auditorium campus. They trained our students on developing solutions using "Artificial Intelligence" and "Internet of Things" technologies and conducted a 3 hr long Micro-Hackathon "HACKDAY" and on the 2<sup>nd</sup> day a panel discussion was organized where panelists were from Start-up Odisha, NASSCOM and the Startup Bookinggini and the chief mentor of Trident Academy of Technology, SEBI Accredited Angel investor. Close on the heels of the NASSCOM organised and CISCO funded thingQbator HACKDAY event in TRIDENT.

No. of Participants: 120

No. of Faculty members: 25

No. of Outside participants: 12

The workshop cum Design innovation competition paved the path in orienting the students in developing critical thinking and solving real world problems.

*Millee Panigrahi*

Dr. Millee Panigrahi  
Asso. Professor and IIC IPR Activity

*Manas Ranjan Chowdhury*

Dr. Manas Ranjan Chowdhury  
Associate Prof  
Convener TAT IIC

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Trident Academy of Technology  
Bhubaneswar-751024



## TRIDENT ACADEMY OF TECHNOLOGY BHUBANESWAR



AICTE'S  
INNOVATION CELL  
(GOVERNMENT OF INDIA)



INSTITUTIONAL  
INNOVATION  
COUNCIL



ASOPE  
Association of State  
Open Universities



## INSTITUTIONAL INNOVATION COUNCIL

HOW TO PLAN SARTUP  
14th MAY 2023

On May 14th, Trident Academy of Technology celebrated world technology day and also thereafter hosted a Deep Tech Talk, 'From School to Startups,' inspiring young minds to innovate and create. Students and faculty members were apprised of various aspects of startup ecosystem and how to plan for a startup and its process of registration and the legal aspect of its and various benefits one can avail by Dr. Mamata Mohapatra, Scientist IMMT and Dr. Pavan Kumar, Scientist and in charge of Innovation cell of IMMT

TAT IIC Members present are

- 1) Prof(Dr) Deba Narayan Pattanayak, Principal and President, TAT IIC
- 2) Prof(Dr) Kalpana Mahapatra, Dean SoE and Vice president, TAT IIC
- 3) Dr.Manas ranjan Chowdhury, Associate Prof, Convener, TAT IIC
- 4) Dr.Arup Sarkar, Prof, Dept of Biotechnology, Startup Coordinator, TAT IIC
- 5) Dr.Milee Panigrahi, Associate Prof & HoD ETC, IPR Activity Coordinator TAT IIC
- 6) Mr. Sumanta Sahoo, DGM Tech and Social Media Coordinator TAT IIC
- 7) Er.S.K.Mohammed Ali, Asst Prof, ETC Dept, Innovation Activity Coordinator TAT IIC
- 8) Dr.Diptimayee Sahoo, Associate Prof, Sustainability, Member TAT IIC
- 9) Mr.Bimal Mohapatra, HoD BBA, Member TAT IIC
- 10) Er.Arпита Nibedia, Asst Prof and HoD CST, Member TAT IIC
- 11 Mr.Sumanta Sahoo, DGM(tech), Member TAT IIC
- 12) Er.Ashis Ku Barik, Asst.Prof, Mech, Member TAT IIC
- 13) Er.Satya Sundar Mishra, Asst Prof EEE, Member TAT IIC
- 14) Er huvendra Tripathy, Asst. Prof, ETC, Member TAT IIC
- 15) Er Biswajit Nayak, Asst.Prof, Civil, Member TAT IIC

*Manas Ranjan Chowdhury*

Dr. Manas Ranjan Chowdhury  
Associate Prof  
Convener - TAT IIC

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Principal  
Trident Academy of Technology  
Bhubaneswar-751024



# TRIDENT ACADEMY OF TECHNOLOGY BHUBANESWAR



INNOVATION CELL  
(UNIVERSITY OF INDIA)



GOVERNMENT OF ODISHA



STARTUP ODISHA



## INSTITUTIONAL INNOVATION COUNCIL

DEMO DAY  
06th APRIL 2023

On April 06th, Trident Academy of Technology hosted a demo day along with some demonstrations by tech and bio startups. attended by students and academicians. It was quite inspiring for the academicians and young minds to innovate and create. A mentorship program was conducted graced by Dr. Omkar Rai, Executive Chairman of Startup Odisha. Students and faculty members and startup units gained valuable inputs from his insightful talk and guidance on various aspects of startup and its ecosystem. He appreciated the startup units who have exhibited their qualitative innovative work.

TAT IIC Members present are

- 1) Prof(Dr) Deba Narayan Pattanayak, Principal and President, TAT IIC
- 2) Prof(Dr) Sakuntala Mahapatra, Dean SoE and Vice president, TAT IIC
- 3) Prof(Dr) Abhaya Ku Samal, Dean, SoC, TAT
- 4) Dr. Manas ranjan Chowdhury, Associate Prof, Convener, TAT IIC
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Manas Ranjan Chowdhury

Dr. Manas Ranjan Chowdhury  
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Convener - TAT IIC

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# TRIDENT ACADEMY OF TECHNOLOGY BHUBANESWAR



STATE INNOVATION CELL  
GOVERNMENT OF INDIA



Approved by All India Council of Technical Education (AICTE)

## INSTITUTIONAL INNOVATION COUNCIL

### Organizing an Inter Institutional Innovation Competition

An Intra Institutional Innovation Competition was held on 19.02.2023 & 20.02.2023. two different competitions namely Line following robot and robo-soccer were conducted. Nearly 22 teams from various institutes participated in the competition. A few institutes namely Silicon Institute of Technology, GITA Autonomous College, OUTR-Bhubaneswar, and C V Raman Global University participated in the competitions. Participating teams built a line-following robot, an autonomous robot designed to follow a visible path or line on the ground. The primary goal of a line-following robot is to navigate a predefined path accurately without human intervention. In addition to line following robot teams built robots for Robo Soccer competition, where teams of autonomous robots play a soccer-like game on a specially designed field. The playing field is usually an enclosed area resembling a soccer field. The field has markings and goalposts.

Total Number of Teams Participated = 22 nos.

Jury Members: 1. Dr. B. B. Panigrahi, Chief Mentor- TGI  
2. Mrs. Smitarani Panigrahi, Chairperson-TGI

The following faculty members were present

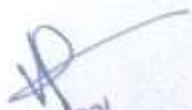
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Prof (Dr.) Sakuntala Mahapatra, Dean, SOE and TAT IIC Vice President  
Dr. Manas Ranjan Chowdhury, Associate Prof, and TAT IIC Convener  
Dr Millee Panigrahi, HoD ETC and IPR coordinator TAT IIC  
Er. Sk. Md Ali , Asst Prof and TAT IIC Innovation Coordinator  
Er Shuvendra Kumar Tripathy, Asst Prof and TAT IIC Member

Sk mohammed Ali

Mr. Shaik Mohammed Ali  
Assistant Prof.  
Innovation Coordinator, TAT IIC

Manas Ranjan Chowdhury

Dr. Manas Ranjan Chowdhury  
Associate Prof  
Convener TAT IIC

  
Principal  
Trident Academy of Technology  
Bhubaneswar-751024



## TRIDENT ACADEMY OF TECHNOLOGY

Bhubaneswar

**ACTIVITY: Technological Advance Training**

**ORGANISED BY: KIIT-DST Technology Enabling Centre**

**DATE: 14 /03/ 2023**

**TOTAL PARTICIPATED: 115**

**VENUE: Trident Academy of Technology ,Auditorium BBSR**

### INTRODUCTION

The Memorandum of Understanding (MoU) between KIIT-DST Technology Enabling Centre and Trident Academy of Technology was signed with the objective of fostering academic and research collaboration. The partnership aims to facilitate joint research projects, knowledge exchange, industry-driven innovations, and technology development. This MoU will serve as a bridge to enable students and faculty members to work on real-world challenges and contribute to technological advancements in various engineering and scientific domains.

### ACTIVITY

The signing of the MoU between KIIT-DST Technology Enabling Centre and Trident Academy of Technology marks a significant milestone in strengthening research and academic cooperation. This partnership is expected to create new opportunities for students and faculty members to engage in innovative projects and industry collaborations, ultimately contributing to technological and societal advancements.

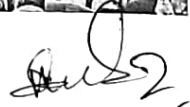


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Trident Academy of Technology  
Bhubaneswar-751024



Sidharth S. Mohapatra  
IQAC, Coordinator

**COORDINATOR**  
**IQAC**  
Trident Academy of Technology



**TRIDENT ACADEMY OF TECHNOLOGY**  
**(TAT) Bhubaneswar**

**ACTIVITY: Training Program**

**ORGANISED BY: ISTD(Indian Society of Training & Development)**

**DATE: 11/02/21**

**TOTAL PARTICIPATED: 130**

**VENUE: Trident Academy of Technology , Auditorium BBSR**

**INTRODUCTION**


The primary objective of this training program was to enhance the skill set of students and faculty members by introducing industry-relevant knowledge and best practices in professional development, leadership, and technical expertise. The program aimed to bridge the gap between academic learning and real-world industry requirements, preparing students for future career opportunities.

**ACTIVITY**


The event commenced with a welcome speech by Namrata Misra emphasizing the importance of training and skill enhancement in academic institutions. Practical training sessions focused on technical and soft skills essential for professional success. The ISTD training program at Trident Academy of Technology was a significant step toward equipping students and faculty with industry-relevant skills. The interactive sessions, hands-on workshops, and expert insights provided a valuable learning experience, fostering professional growth and career readiness. This initiative marks the beginning of further collaborations with ISTD for future training and skill development programs.



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## TRIDENT ACADEMY OF TECHNOLOGY (TAT) Bhubaneswar

ACTIVITY: Faculty Development Program by Microchip Technology

ORGANISED BY: TRIDENT ACADEMY OF TECHNOLOGY

DATE: 13/01/20

TOTAL PARTICIPATED: 68

VENUE: Trident Auditorium, Bhubaneswar

### INTRODUCTION

Trident Academy of Technology organized a Faculty Development Program (FDP) in collaboration with Microchip Technology Inc. to enhance the technical expertise of faculty members in embedded systems, microcontrollers, and advanced microelectronics. The program aimed to equip educators with cutting-edge knowledge and hands-on training, enabling them to integrate modern technology into academic curricula effectively. To offer hands-on experience with Microchip development tools and software. To enhance the quality of technical education by aligning it with industry standards and research advancements.

### ACTIVITY

The FDP witnessed enthusiastic participation from faculty members across various departments, including Electronics & Communication Engineering, Electrical Engineering, and Computer Science. Expert trainers from Microchip Technology and academic professionals led the sessions, providing valuable insights into the latest advancements in microelectronics. Faculty members gained advanced knowledge of Microchip microcontrollers and their applications. Hands-on sessions helped participants gain experience with real-world embedded system development. Faculty members were encouraged to incorporate newly learned concepts into syllabus design and laboratory experiments.



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## TRIDENT ACADEMY OF TECHNOLOGY (TAT) Bhubaneswar

**ACTIVITY:** Instructor Training Programme

**ORGANISED BY:** CISCO Networking Academy and Trident Academy of Technology

**DATE:** 03/02/20

**TOTAL PARTICIPATED:** 43

**VENUE:** Seminar Hall, Trident.

### Introduction

Cisco Networking Academy (NetAcad) is a globally recognized educational program that provides training in networking, cybersecurity, and IT-related skills. The **Instructor Training Center (ITC)** is a specialized initiative aimed at equipping our Trident Academy of Technology faculty members with the necessary expertise to deliver Cisco-certified courses such as Core networking and security fundamentals and Concepts of the Internet of Things (IoT) and its applications

The **Instructor Training Center (ITC)** by Cisco Networking Academy serves as a pivotal initiative in equipping faculties of various branches with advanced IT and networking skills. By certifying instructors, institutions can bridge the skill gap in the IT industry and provide students with globally recognized training.



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**COORDINATOR**  
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**TRIDENT ACADEMY OF TECHNOLOGY  
(TAT) Bhubaneswar**

**ACTIVITY:** STUDY OPPORTUNITY OUTSIDE INDIA AFTER GRADUATION

**ORGANISED BY:** TRIDENT ACADEMY OF TECHNOLOGY

**DATE:** 17/05/23

**TOTAL PARTICIPATED:** 126

**VENUE:** Auditorium, Trident.

**INTRODUCTION**

The Trident Academy of Technology (TAT), in collaboration with Victoria University, Australia, conducted an insightful session on study opportunities outside India after graduation. This initiative aimed to provide students with valuable information regarding higher education, scholarships, and career prospects in Australia. To guide students on scholarship opportunities, admission criteria, and visa procedures.

**ACTIVITY**

Presentation by Victoria University Representatives from Victoria University delivered a detailed presentation covering Overview of Victoria University's academic programs, Admission criteria and required qualifications for international students and Scholarship options and financial aid for meritorious students. The session on study opportunities abroad was a great success, offering students a clear pathway for pursuing their higher education outside India. The collaboration between Trident Academy of Technology and Victoria University will further facilitate knowledge exchange and academic growth. Future initiatives may include scholarship programs, student exchange initiatives, and collaborative research opportunities.



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Trident Academy of Technology



**TRIDENT ACADEMY OF TECHNOLOGY  
(TAT) Bhubaneswar**

**ACTIVITY:** FDP on Research Proposal Writing

**ORGANISED BY:** TAT and SAP

**DATE:** 30/04/23

**TOTAL PARTICIPATED:** 52

**VENUE:** Seminar Hall, Trident.

**INTRODUCTION:**

The Faculty Development Programme (FDP) on Research Proposal Writing was successfully conducted on 30th April 2023 at Trident Academy of Technology (TAT) in collaboration with SAP SE. The programme aimed to enhance the research capabilities of faculty members by equipping them with essential skills in writing effective research proposals.

**ACTIVITY**

The programme witnessed active participation from faculty members across various disciplines. Professors, assistant professors, and research scholars attended the event, making it a highly engaging and interdisciplinary session. The FDP featured expert speakers from SAP SE and senior faculty members from Trident Academy of Technology. Introduction to Research Proposal Writing Covered the essential components of a research proposal, including problem statement, objectives, methodology, and expected outcomes. A practical session where participants drafted research proposals under expert guidance. The event concluded with a vote of thanks to the organizers, speakers, and participants for their valuable contributions.



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**IQAC**  
Trident Academy of Technology



**TRIDENT ACADEMY OF TECHNOLOGY  
(TAT) Bhubaneswar**

**ACTIVITY:** Internship Training on Industry oriented skill development

**ORGANISED BY:** NBCC (National Buildings Construction Corporation)

**DATE:** 21/04/23

**TOTAL PARTICIPATED:** 162

**VENUE:** Auditorium, Trident.

**INTRODUCTION:**

An internship program focused on skill development was successfully conducted as part of the Memorandum of Understanding (MoU) between NBCC (National Buildings Construction Corporation) and Trident Academy of Technology (TAT). This initiative aimed at enhancing students' practical knowledge and industry readiness by providing hands-on experience in the construction and infrastructure sector.

**ACTIVITY:**

The primary objectives of the internship program were to bridge the gap between academic learning and industry requirements. To provide students with practical exposure to real-world projects. To enhance technical skills and professional competencies in construction management and engineering. To encourage innovation and problem-solving skills among students. The internship program witnessed active participation from students across multiple engineering disciplines, particularly Civil Engineering, Mechanical Engineering, and Electrical Engineering. The duration of the internship varied from 4 to 8 weeks, depending on the specific project and department.



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**COORDINATOR  
IQAC**

Trident Academy of Technology



## TRIDENT ACADEMY OF TECHNOLOGY (TAT) Bhubaneswar

**ACTIVITY:** Faculty Development Program (FDP) on the Use of ICT in Teaching-Learning Process  
**ORGANISED BY:** ZIROH LABS PVT LTD, Bangalore & Trident Academy of Technology (TAT)

**DATE:** 11/09/22

**TOTAL PARTICIPATED:** 45

**VENUE:** Seminar Hall, Trident.

### INTRODUCTION:

The Faculty Development Program (FDP) on the "Use of ICT in Teaching-Learning Process" was conducted jointly by ZIROH LABS PVT LTD, Bangalore, and Trident Academy of Technology (TAT). The program aimed to equip faculty members with modern digital tools and techniques to enhance teaching efficiency and student engagement in the classroom. To familiarize faculty with Information and Communication Technology (ICT) tools for effective teaching.

### ACTIVITY:

Representatives from ZIROH LABS PVT LTD highlighted their mission to transform education through technology. Overview of ICT and its relevance in education. Role of digital tools in enhancing teaching methodologies. Use of Learning Management Systems (LMS) like Moodle, Google Classroom, and MS Teams. Interactive teaching using tools like Kahoot, Mentimeter, and Padlet. Hands-on training on PowerPoint, Prezi, and Canva for impactful presentations. Faculty members gained hands-on experience with various ICT tools. Improved digital literacy and enhanced competency in e-learning techniques. Integration of ICT tools in classroom teaching for better student engagement. Faculty committed to implementing the learnings in their respective courses.



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**COORDINATOR**  
**IQAC**

Trident Academy of Technology



**TRIDENT ACADEMY OF TECHNOLOGY  
(TAT) Bhubaneswar**

**ACTIVITY:** Student Training Programme

**ORGANISED BY:** CISCO Networking Academy and Trident Academy of Technology

**DATE:** 03/05/22

**TOTAL PARTICIPATED:** 132

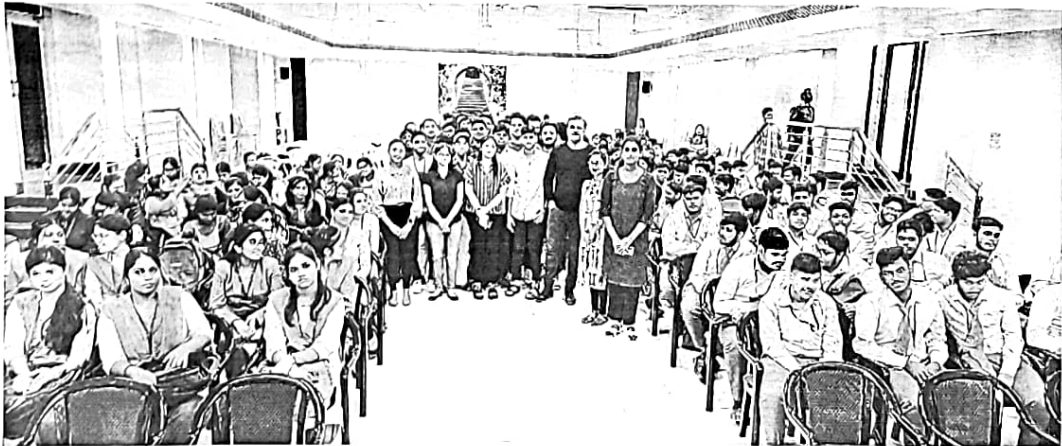
**VENUE:** Seminar Hall, Trident.

**INTRODUCTION:**

The Student Training Programme, conducted in collaboration with the Instructor Training Center Membership Agreement – CISCO Networking Academy and Trident Academy of Technology, aimed at equipping students with essential networking skills and hands-on experience in CISCO technologies. This initiative was designed to bridge the gap between academic learning and industry requirements in the field of networking and cybersecurity.

**ACTIVITY:**

The Student Training Programme, organized by CISCO Networking Academy in collaboration with Trident Academy of Technology, was a significant step towards enhancing students' practical skills and industry preparedness. The programme received positive feedback from participants, who expressed appreciation for the interactive sessions and hands-on training. This initiative has set a strong foundation for future networking professionals and encouraged further collaborations in technical education.



**ATTESTED**

Principal  
Trident Academy of Technology  
Bhubaneswar-751024

Sidharth S. Mohapatra  
IQAC, Coordinator

**COORDINATOR**  
**IQAC**  
Trident Academy of Technology



**Skill India**  
कौशल भारत - कुशल भारत



SCGJ  
SKILL COUNCIL FOR  
GREEN JOBS



**N.S.D.C**  
National  
Skill Development  
Corporation  
Transforming the skill landscape

# Certificate of Completion

This is to certify that

**YASHOBANTA PANDA**

(Aadhaar No- 449128368976)

Sponsored By

**TRIDENT ACADEMY OF TECHNOLOGY**

has successfully completed

the Training of Trainers program

on the following Qualification Packs

Solar PV Installer Suryamitra (SGJ/Q0101)

For Domain Skills & Platform Skills (MEP/Q2601)

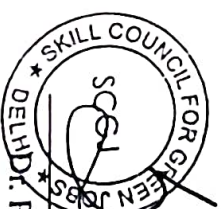


Date of Issuance: 09-Feb-2019  
Trainer Id: SCJ/Q0101/TT-409

**ATTESTED**

*[Signature]*

Skill Council for Green Jobs  
E-Mail: [info@scgjin.com](mailto:info@scgjin.com), [www.scgjin.com](http://www.scgjin.com)



*[Signature]*  
Chief Executive Officer  
Skill Council for Green Jobs

Trident Academy of Technology  
Bhubaneswar-751024

Skill India  
श्रद्धा धरता - क्षमता धरता

SCGJ SKILL COUNCIL FOR  
GREEN JOBS

N.S.D.C  
National  
Skill Development  
Corporation  
Transforming the skill landscape

# Certificate of Completion

This is to certify that

**MOHAMMED NADEEM IQBAL**


(Aadhaar No- 640748290246)

Sponsored By

**TRIDENT ACADEMY OF TECHNOLOGY**

has successfully completed  
the Training of Trainers program

on the following Qualification Packs  
Solar PV Installer Surpanmitra (SCJ/Q0101)  
For Domain Skills & Platform Skills (MEP/Q2601)

  
Dr. Praveen Saxena  
Chief Executive Officer  
Skill Council for Green Jobs

**ATTESTED**



Date of Issuance: 09-Feb-2019  
Trainer Id: SGJ/Q0101/FT-905

Skill Council for Green Jobs  
E-Mail: info@scgja.com, www.scgja.com

Principal  
Trident Academy of Technology  
Bhubaneswar-751024

CERTIFICATE



## Master Trainer Class

Didactics and Enhanced Teaching Methods

Mohammed Nadeem Iqbal

successfully completed the above 5 day seminar in Bhubaneswar, India  
from 5 February 2019 - 9 February 2019.

The seminar covered the following topics:

- Reflecting on the trainer's role as a learning facilitator
- Giving and receiving feedback
- Describing basics of learning and different learner types
- Evaluating teaching methods and ways to activate participants
- Using media and visualisations effectively
- Developing and delivering new training concepts
- Assessing the learning outcomes and success factors of trainings

ATTESTED

Berthold Breid, 9 February 2019

Place, date



Berthold Breid, CEO



GIZ  
GLOBAL INSTITUTE FOR  
GREEN JOBS

giz  
Institute for  
International  
Cooperation in  
Sustainable  
Development

Principal  
Trident Academy of Technology  
Bhubaneswar-751024



**Skill India**  
कौशल भारत • कृशल भारत



**SCGJ** SKILL COUNCIL FOR  
**GREEN JOBS**



**N.S.D.C**  
National  
Skill Development  
Corporation  
Transforming the skill landscape

# Certificate of Completion

This is to certify that

**SMRUTIREKHA MOHANTA**

(Aardhaar No. 938735266122)

Sponsored By

**TRIDENT ACADEMY OF TECHNOLOGY**

has successfully completed  
the Training of Trainers program  
on the following Qualification Packs  
Solar PV Installer Suryamitra (SGJ/Q0101)  
For Domain Skills & Platform Skills (MEP/Q2601)



Date of Issuance: 09-Feb-2019  
Trainer Id: SGJ/Q0101/FT-908

**ATTESTED**

*[Signature]*  
Managerial

Skill Council for Green Jobs  
E-Mail: info@scgjin, www.scgjin



*[Signature]*  
Dr. Praveen Saxena  
Chief Executive Officer  
Skill Council for Green Jobs

Trident Academy of Technology  
Bhubaneswar-751024

# CERTIFICATE

## Master Trainer Class

Didactics and Enhanced Teaching Methods

**Smrutirekha Mahanta**

successfully completed the above 5 day seminar in Bhubaneswar, India  
from 5 February 2019 - 9 February 2019.

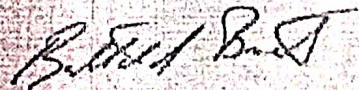
The seminar covered the following topics:

- Reflecting on the trainer's role as a learning facilitator
- Giving and receiving feedback
- Describing basics of learning and different learner types
- Evaluating teaching methods and ways to activate participants
- Using media and visualisations effectively
- Developing and delivering new training concepts
- Assessing the learning outcomes and success factors of trainings

**ATTESTED**

Berlin, 9 February 2019

Place, date



Berthold Breid, CEO





**Skill India**  
कौशल भारत - कशल भारत




**N.S.D.C**  
National  
Skill Development  
Corporation

## POWER SECTOR SKILL COUNCIL

### *Trainer Certificate*

This is to certify that Mr. Lohit Kumar Sahoo S/O Mr. Jnyanendra Kumar Sahoo has successfully cleared the assessment as Trainer for the Qualification pack of Junior Engineer Power Distribution (PSS/Q3004) conforming to National Skill Qualification Framework Level 5

**ATTESTED**

  
Principal


Trident Academy of Technology  
Bhubaneswar-751024



Date of Issuance : 29-June-2019  
Trainer Id : PSS/ Q3004/FT-08



(Valid for two years from the Date of Issuance)

  
Vinod Behari  
Chief Executive Officer  
Power Sector Skill Council



**Skill India**  
कौशल भारत - कुशल भारत



**N · S · D · C**  
National  
Skill Development  
Corporation

## POWER SECTOR SKILL COUNCIL

### *Trainer Certificate*

This is to certify that Mr. Mohammed Nadeem Iqbal S/O Mr. Mohammed Iqbal has successfully cleared the assessment as Trainer for the Qualification pack of Junior Engineer Power Distribution (PSS/Q3004) conforming to National Skill Qualification Framework Level 5

*[Signature]*  
**ATTESTED**



Date of Issuance : 29-June-2019  
Trainer Id : PSS/ Q3004/FT-06



*[Signature]*  
**Vinod Behari**  
Chief Executive Officer  
Power Sector Skill Council

(Valid for two years from the Date of Issuance)



**Skill India**  
कौशल भारत - कुरुल भारत



**N.S.D.C**  
National  
Skill Development  
Corporation

## POWER SECTOR SKILL COUNCIL

### *Trainer Certificate*

This is to certify that Mr. Kalidatta Pattnaik S/O Mr. Surya Narayan Pattnaik has successfully cleared the assessment as Trainer for the Qualification pack of Junior Engineer Power Distribution (PSS/Q3004) conforming to National Skill Qualification Framework Level 5

**ATTESTED**



Date of Issuance : 29-June-2019

Trainer Id : PSS/Q3004/FT-03

  
Principal

Trident Academy of Technology

Bhubaneswar-751024

(Valid for two years from the Date of Issuance)





Vinod Behari

Chief Executive Officer

Power Sector Skill Council



**Skill India**

कौशल भारत - कुशल भारत



**N.S.D.C**  
National  
Skill Development  
Corporation

## POWER SECTOR SKILL COUNCIL

### *Trainer Certificate*

This is to certify that **Mr. Mir Manjur Elahi S/O Mr. Mir Zafran**

has successfully cleared the assessment as Trainer for the Qualification pack of

**Junior Engineer Power Distribution (PSS/Q3004) conforming to National Skill Qualification Framework Level 5**

**ATTESTED**




Date of Issuance : 29-June-2019

Trainer Id : PSS/Q3004/FT-05

  
Principal



  
Vinod Behari  
Chief Executive Officer  
Power Sector Skill Council

Trident Academy of Technology

Bhubaneswar-751024 (for two years from the Date of Issuance)



**Skill India**  
कौशल भारत - कुशल भारत



**N.S.D.C**  
National  
Skill Development  
Corporation

## POWER SECTOR SKILL COUNCIL

### *Trainer Certificate*


This is to certify that Mr. Satya Sundar Mishra S/O Mr. Bibhuti Bhusan Mishra has successfully cleared the assessment as Trainer for the Qualification pack of

**Junior Engineer Power Distribution (PSS/Q3004) conforming to National Skill Qualification Framework Level 5**

**ATTESTED**



Date of Issuance : 29-June-2019  
Trainer Id : PSS/Q3004/FT-04

  
Principal



Trident Academy of Technology  
Bhubaneswar-751024 (For two years from the Date of Issuance)



**Vinod Behari**  
Chief Executive Officer  
Power Sector Skill Council



**Skill India**  
कौशल भारत - कुशल भारत



**N.S.D.C**  
National  
Skill Development  
Corporation

## POWER SECTOR SKILL COUNCIL

### *Trainer Certificate*

This is to certify that Mr. Shitya Ranjan Das S/O Mr. Late Prafulla Chandra Das has successfully cleared the assessment as Trainer for the Qualification pack of Junior Engineer Power Distribution (PSS/Q3004) conforming to National Skill Qualification Framework Level 5

**ATTESTED**



Date of Issuance : 29-June-2019

Trainer Id : PSS/ Q3004/FT-07

*[Signature]*  
Principal



Trident Academy of Technology  
Bhubaneswar-751024 (for two years from the Date of Issuance)

*[Signature]*  
Vinod Behari  
Chief Executive Officer  
Power Sector Skill Council

## AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is made on 16 May 2023

**BETWEEN** **VICTORIA UNIVERSITY** a body politic and corporate pursuant to the  
**(VU)** *Victoria University Act 2010* of Ballarat Road, Footscray, Victoria  
ABN 83 776 954 731

**AND**  
**(Organisation)** **Trident Academy of Technology**  
Trident Academy of Technology, F2/A, Chandaka Industrial Estate,  
Infocity Area, Chandrasekharpur, Bhubaneswar, Odisha, India. Pin-  
751024

### BACKGROUND:

- A. SAP is enterprise software to manage business operations and customer relations
- B. The Organisation provides SAP training.
- C. The Organisation requires the provision of the services described in item 1 of Schedule A (**Services**).
- D. VU has agreed to provide the Services in accordance with the terms of this agreement.

### AGREED:

#### 1. SERVICES

- 1.1 VU will provide the Services in the manner specified in this agreement, with due care, skill and judgment, during the Term set out in item 5 of Schedule A.

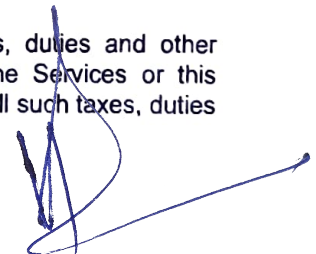
#### 2. CONTRACT MANAGERS

- 2.1 Each party appoints the person listed as Contract Manager in item 4 of Schedule A as its authorised representative in respect of this agreement. The Contract Managers will manage and administer this agreement on behalf of the party he or she is representing and has the authority to give and receive notices.

#### 3. FEES

- 3.1 The Organisation will pay VU the fees specified in item 2 of Schedule A (**Fees**) (plus any applicable GST) in return for VU providing the Services.
- 3.2 The Organisation is responsible for, and must pay, all taxes, duties and other government charges imposed or levied in connection with the Services or this agreement. The Organisation indemnifies VU from and against all such taxes, duties and other government charges.

**ATTESTED**

  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

#### 4. ORGANISATION'S RESPONSIBILITIES

4.1 The Organisation agrees that:

- (a) it is responsible for the hard- and software of the frontend;
- (b) it must bear any Internet connection fees.
- (c) it must not modify the SAP software;
- (d) it will comply with the SAP software terms of use;
- (e) the SAP University Competence Center (**UCC**) does not take any responsibility for the functional reliability of the Organisation's own developments in the context of lectures and research projects;
- (f) it must ensure that sufficient Internet bandwidth is available;
- (g) VU must be informed about incident and problem reports in a comprehensible and precise manner;
- (h) it is responsible for the management of user accounts and installation of the SAP GUI;
- (i) in the event that the Organisation requires installation of SAP products, it must follow instructions from the UCC;
- (j) it must inform VU about scheduled lecture dates and times, so that VU can provide this information to the UCC on request;
- (k) resource-intensive activities (for example larger batch runs) will require timely coordination with the UCC.

#### 5. CONFIDENTIAL INFORMATION AND PRIVACY

5.1 In the context of this agreement, the contracting parties mutually agree to treat their knowledge about confidential information and operational secrets of the other with utmost discretion. This non-disclosure obligation is not time-limited and also includes information not clearly marked as confidential, timely unlimited confidential, as long as the information is not obviously or generally accessible by the public.

5.2 The contracting parties shall act in order to ensure that all employees and auxiliary persons involved in the execution of this contract maintain the confidentiality described above.

5.3 Notwithstanding any other clause of the agreement, if VU becomes aware that the provision of the Services conflicts with any intellectual property rights, then VU will inform the UCC.

5.4 The parties are obligated to immediately inform one another of all claims by third parties with respect to infringements of intellectual property rights in relation to the SAP software.

5.5 In addition to its own use of the Organisation's registration data (meaning the Organisation's full name, postal and email address, telephone and fax numbers, name of institution, name of department, and professional specialisation (the Organisation's "Personal Data")), VU will also

forward the Organisation's Personal Data to SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany ("SAP"). SAP will only use the Organisation's Personal Data for the following purposes in connection with its SAP University Alliances Program:

- preparation of and invitation to events, including but not limited to train-the-trainers, conferences, and similar global, regional and local events,
- preparation of and information about learning materials, SAP certification opportunities, curricula, tours or programs,
- verification of individual's affiliation with a SAP University Alliances Program member institution,
- contact for support, surveys, feedback requests, contract matters and customer service for the SAP University Alliances Program,
- combination with data about used clients, systems, class details, number and type of lecture participants, lecture details, used solutions, used data sets, date and time of use, in connection with the SAP University Alliances Program by you and/or your institution for analysis and/or optimization of utilization of educational material and licenses.

SAP will process the Organisation's Personal Data inside the European Union but also outside of the European Union in countries which do not feature the same level of data protection as member states of the European Union.

In case you require information about the Organisation's Personal Data or want to correct or delete the Organisation's Personal Data or if you want to revoke the consent granted hereunder, please contact [uasupport@sap.com](mailto:uasupport@sap.com).

## 6. LIABILITY

- 6.1 VU's liability to the Organisation in relation to any matter connected to this agreement is limited to an amount equivalent to the Fee.

## 7. TERMINATION

- 7.1 This agreement will terminate once the Services have been completed.
- 7.2 VU may terminate this agreement for its convenience on 30 days' written notice to the Organisation.
- 7.3 Either party may terminate this agreement immediately by written notice if:
- (a) the other party breaches any term of this agreement and fails to remedy such breach within 14 days of notice requiring such breach to be remedied; or
  - (b) the other party becomes the subject of bankruptcy, liquidation or winding up procedures, is placed under any form of external administration or otherwise becomes or threatens to become insolvent.
- 7.4 If this agreement is terminated, the Organisation will pay VU any Fees for Services provided before the date of termination.
- 7.5 If Victoria University terminate the contract, the Organisation will be refunded in pro rata basis.

## 8. DISPUTES

- 8.1 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute. Each party must use all reasonable endeavours to resolve the

dispute without commencing legal proceedings, including, without limitation, meeting with the other party within 7 days of receiving a dispute notice.

**9. PARTIES' STATUS**

- 9.1 This agreement will not create between the parties any agency, employment relationship or partnership of any kind whatsoever. VU is an independent contractor and will not be considered to be an agent or employee of the Organisation by virtue of this agreement.

**10. NOTICES**

- 10.1 All notices required to be given under this agreement will be in writing sent to the address of the party as set out in item 4 of Schedule A. Any notice may be delivered by email or post.

**11. GENERAL**

- 11.1 This agreement may only be varied by written agreement signed by the parties.
- 11.2 This agreement will be governed by the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State.
- 11.3 A waiver of one breach of a term of this agreement does not operate as a waiver of another breach of the same term or any other term.

**ATTESTED**



**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**

**EXECUTED AS AN AGREEMENT**

SIGNED for and on behalf of  
**VICTORIA UNIVERSITY** in the  
presence of:



\_\_\_\_\_  
Witness Signature

Shahid Abbasi

\_\_\_\_\_  
Witness Name

16 May 2023

\_\_\_\_\_  
Date

Signed for and on behalf of by: Trident  
Academy of Technology



\_\_\_\_\_  
Signature of Director

DR. BISWABIDJOYEE PANEGRAHI  
Name of Director

16/05/23

\_\_\_\_\_  
Date

Sumantra Sahoo  
Witness Signature

SUMANTA SAHOO  
Witness Name



\_\_\_\_\_  
Signature

Scott Bingley (ACC Director)  
Name and position

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director/Secretary

**ATTESTED**

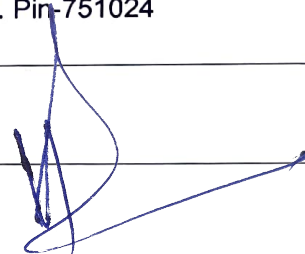


**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

## SCHEDULE A

1.	<b>SERVICES</b>	<p>In respect of SAP software, VU will provide the organisation with:</p> <ul style="list-style-type: none"> <li>• Allocation of curricula and program related information</li> <li>• Software support assistance, being             <ul style="list-style-type: none"> <li>○ Email support with a response time of up to 5 Melbourne business days depending on the urgency of the request</li> <li>○ Telephone support on one working day per week (day to be nominated by VU)</li> </ul> </li> <li>• Training materials for the organisation's lecturers (which may be delivered online or in person, at VU's election).</li> </ul>														
2.	<b>FEES</b>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Package/Product</th> <th style="text-align: right; border-bottom: 1px solid black;">Australian Dollars (AUD) Price</th> </tr> </thead> <tbody> <tr> <td>Introduction Package</td> <td style="text-align: right;">\$5,000.00</td> </tr> <tr> <td>1 GBI on S/4 HANA,</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>1 SAP HANA,</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>1 SAP Analytics Cloud (100 users)</td> <td style="text-align: right;">\$2,500.00</td> </tr> <tr> <td>GST</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td><b>Total:</b></td> <td style="text-align: right;"><b>\$7,500.00</b></td> </tr> </tbody> </table> <p>Please refer to clause 3.2 for pricing details.</p>	Package/Product	Australian Dollars (AUD) Price	Introduction Package	\$5,000.00	1 GBI on S/4 HANA,	Included	1 SAP HANA,	Included	1 SAP Analytics Cloud (100 users)	\$2,500.00	GST	N/A	<b>Total:</b>	<b>\$7,500.00</b>
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1 SAP Analytics Cloud (100 users)	\$2,500.00															
GST	N/A															
<b>Total:</b>	<b>\$7,500.00</b>															
3.	<b>PAYMENT AND INVOICING</b>	<p>The Organisation will pay the Fee within 45 days from the date it receives an invoice. Interest will accrue at 6% per annum (compounding weekly) on any invoiced amounts that the Organisation has not paid by the due date.</p>														
4.	<b>CONTRACT MANAGERS</b>	<p><b>Address for Notices: Victoria University</b>            Contract Manager: Scott Bingley            Position: ACC Director            Address: Victoria University Business School PO Box 14428 Melbourne            Victoria, Australia 8001</p> <p><b>Address for Notices Trident Academy of Technology</b>            Contract Manager: Sumanta Sahoo            Address: Trident Academy of Technology, F2/A, Chandaka Industrial Estate, Infocity Area, Chandrasekharpur, Bhubaneswar, Odisha, India. Pin-751024</p>														
5.	<b>TERM</b>	<p>Start Date: 17 May 2023            Expiry Date: 16 May 2024</p>														

ATTESTED



Principal  
 Trident Academy of Technology  
 Bhubaneswar-751024

SAP  
University  
Alliances



**SAP® Software License Agreement for Academic Research and Teaching  
Purposes**

**Working with an SAP University Competence Center (UCC)**

**University Alliances Program - Teaching Membership**

Between SAP SE  
Dietmar-Hopp-Allee 16  
69190 Walldorf  
Germany

(herein: SAP)

And Trident Academy of Technology  
F-2/A, Chandaka Industrial Estate, Chandrasekharpur  
751024, Bhubaneswar  
India

(herein: Educational Institution)

SAP grants to Educational Institution the right to use SAP Software Products (herein: SAP Software) for academic research and teaching purposes (as defined below). SAP will provide the required SAP Software to the SAP UCC nominated by SAP to run it subject to the restrictions agreed between SAP and Educational Institution.

This Agreement completely replaces all previous University Alliances Program Full Membership agreements that the parties have entered into together and such previous software license contracts are of no effect.

Now therefore the parties agree as follows:

**Article 1 Object of Agreement**

- (1) The object of this Agreement is a license to use SAP Software subject to the provisions of this Agreement, the list of prices and conditions valid from time to time, and SAP's general terms and conditions valid from time to time (General Terms and Conditions of SAP; herein: GTC (<http://www.sap.com/company/legal/index.epx>)).
- (2) SAP will make certain SAP Software and corresponding user documentation available for Educational Institution's use through the SAP UCC. Depending on geographical location, hosted SAP product or category of Educational institution, the contracting party of the Educational Institution can be an ACC (Academic Competence Center) instead. In this case, services will be provided entirely by the ACC or partly by the contracting ACC and a dedicated UCC.
- (3) This Agreement does not include any other goods, works, or services (for example software modifications, installation, testing, or consulting), but their supply and provision may be agreed in a separate contract subject to SAP's general terms and conditions.

**ATTESTED**

**Principal**

**Trident Academy of Technology**  
Bhubaneswar-751024



**Article 2 Terms of Educational Institution's license**

Contrary provisions in SAP's GTC, section 2, notwithstanding, the following additional provisions apply to the license:

- (1) SAP grants to Educational Institution a limited license, without the rights to sublicense, during the term of the Agreement to use SAP Software solely for academic research and teaching purposes. "Academic research and teaching purposes" are defined as
  - (i) activities in the furtherance of Educational Institution's own research or creation and publication of academic publications subject to further limitations of article 2 (2) or
  - (ii) non-productive use in a classroom setting to further education, and specifically exclude any use for commercial purposes.
  - (iii) internal training for teaching staff, research, and the preparation of dissertations, theses, and other papers required of candidates for qualifications.

Educational Institution is not permitted to modify, enhance or alter the SAP Software or to create add-ons or extensions. The required system configuration to enable this permitted use by the Educational Institution is realized and provided by the UCC.

- (2) Academic publications, notably results of performance tests and other benchmarking procedures, requires SAP's written consent. SAP recognizes Educational Institution's duty in principle to publish information on the nature, subject, and results of research conducted at Educational Institution. Publication relating to and during a dissertation or thesis project requires SAP's prior agreement. SAP must not refuse consent for academic publication except for just cause. SAP is deemed to consent to academic publication of a manuscript submitted to it if it does not refuse consent within four weeks of receipt of the complete documents. Where work on a doctoral or professorial dissertation or thesis is affected by work on the project, SAP must have proper regard to the legal duties and rightful interests of the doctoral or professorial candidate. However, SAP is always entitled to refuse its consent to any publication that would make SAP's trade secrets, notably the source code of SAP Software, accessible to others.
- (3) Educational Institution must ensure that only sufficiently qualified teaching staff teach classes relating to SAP Software.
- (4) The use of SAP Software in professional training requires specific agreement in writing, which SAP reserves the right to refuse.
- (5) No use of SAP Software is permitted for any commercial purpose, including but not limited to use on or to prepare for any consulting project, any development project, any project to train third parties, or any operational application.

**ATTESTED**

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**



- (6) For the permitted purposes, Educational Institution is entitled to access to the SAP UCC installation(s) for an unlimited number of users. Teaching staff are entitled to access SAP Software from work centers outside of Educational Institution to prepare for their classes. Students are not entitled to access SAP Software from work centers outside of Educational Institution except during a class using SAP Software or for the purpose of creating academic works. Educational Institution must take its customary care to ensure that students access SAP Software from work centers outside of Educational Institution only for the purposes permitted in this Agreement. To this end, students must be bound to an undertaking to comply with these license provisions.
- (7) Educational Institution must not permit any third party to use the SAP Software for any purpose whatsoever. Cooperative use by educational institutions in the SAP UA program is a permitted exception, provided each of the cooperating educational institutions has a license for the software used.
- (8) Teaching staff at educational institutions that are not members of the SAP UA program in accordance with article 4 (4) to (6) herein are excluded from use of the SAP Software. Exceptions require SAP UA's written consent. Application should be made to SAP UA in written form.

### Article 3 Title and rights

- (1) This Agreement does not assign to Educational Institution any copyright or other title to the SAP Software by way of patent, trade secret, or otherwise.
- (2) Educational Institution, as a member of University Alliances program, is permitted to use the SAP University Alliances logo (herein, "UA Member Logo") for the purposes of publications, presentations, own variants of the SAP UA Academic Education Material, web appearances, correspondence. Educational institution is permitted to use the UA Member Logo for self-produced certifications after written approval by SAP UA. Educational Institution's right to use the UA logo is automatically terminated if this Agreement is terminated under article 10 (2, 3). In addition, SAP has discretion to revoke the right of Educational Institution to use the UA logo at any time, by sending a written notice of revocation to Educational Institution. In the event that Educational Institution's right to use the UA logo is revoked, either by contract termination or by written notice being sent, Educational Institution shall apply logo changes or remove the logo from any location where it is being used, within 90 days of the date of the notice of termination or notice of revocation. Educational Institution is not permitted to use or display any other logos of SAP, unless SAP gives its express permission in writing, in advance of any such use or display.
- (3) SAP is permitted to use the Educational Institution's name and logo for purposes of the SAP University Alliances Program only, e.g. in the UA Program member list. Any other use requires Educational Institution's written approval in advance. SAP's right to use the Educational Institution's logo is automatically terminated if this Agreement is terminated under article 10 (2, 3).

**ATTESTED**

A handwritten signature in blue ink, appearing to be a stylized name.

**Principal**

**Trident Academy of Technology**  
Bhubaneswar-751024



**Article 4 Terms of Educational Institution's license; Educational Institution's duties**

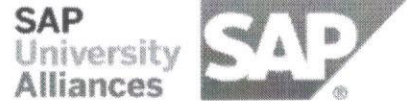
- (1) Educational Institution will use the SAP Software only for the purposes in article 2 (1). Classes may be officially listed in the curriculum with a reference to the relevant SAP Software.
- (2) Educational Institution undertakes to use only the newest SAP Software version run by SAP UCC from time to time.
- (3) In the context of its teaching work, Educational Institution may refer to SAP and SAP products. Educational Institution must not remove, alter, or otherwise render unrecognizable any SAP trademark, notably the SAP logo, from or on SAP material or software. The SAP trademark license agreement current at the time of Agreement must be observed.
- (4) Educational Institution must at all times have enough nominated qualified contacts who have adequate technical knowledge to ensure that the prerequisites are in place at the Educational Institution for the SAP Software to be used to proper effect (for example, SAP GUIs installed, user authorizations managed, connection set up to SAP UCC).
- (5) Educational Institution must at all times have enough nominated qualified contacts who have adequate knowledge to ensure that the educational prerequisites are in place at the Educational Institution for the SAP Software to be used to proper effect (for example, teaching programs and materials created, student learning supported, service tickets accepted and processed).
- (6) Only those teaching staff is entitled to use the SAP Software in the context of classes who have previously been approved by the responsible Educational Institution's head of department or SAP main contact at the respective Educational Institution. All teaching staff needs to be suitably qualified to teach the planned class.
- (7) Educational Institution undertakes to promptly notify SAP if a nominated member of the teaching staff leaves Educational Institution or ceases to teach classes using SAP Software.
- (8) Educational Institution shall not provide any personal data to the UCC that are beyond personal data required to fulfill the relevant contractual obligations.
- (9) To run the SAP Software properly, it is necessary to set up a remote connection of satisfactory quality between the SAP UCC and Educational Institution. The required connection must be agreed with the SAP UCC in advance.
- (10) Educational Institution must ensure that all students and teaching staff using the SAP Software are notified of the provisions of this Agreement as necessary.
- (11) Educational Institution ensures that Educational Institution's staff contributions to SAP University Alliances driven by curricula are licensed to SAP UA for usage in the UA program.

**ATTESTED**

A handwritten signature in blue ink, appearing to be "V. S. S.", written over a horizontal line.

**Principal**

**Trident Academy of Technology  
Bhubaneswar-751024**



**Article 5 Training courses**

- (1) Educational Institution's permanent staff that teaches the classes that utilize SAP software is entitled to attend SAP training courses offered by SAP in cooperation with the SAP UCCs (Train-the-Trainer workshops). Attendance on the first day of training is obligatory for all teaching staff offering classes using the SAP Software or assisting in their delivery.

**Article 6 Remuneration**

- (1) Provided Educational Institution complies with its licensee duties in article 4, no remuneration is payable to SAP in consideration of the SAP Software license or of the use of the installations of the SAP UCC.

**Article 7 Agreement with SAP UCC**

- (1) Educational Institution and the respective SAP UCC should agree all details in respect of technical requirements for access to the SAP installations at the SAP UCC, organizational procedures, software maintenance, support, consulting, and remuneration for the services of the SAP UCC.
- (2) SAP does not accept any responsibility for the duties of or services provided by the SAP UCC.

**Article 8 Hardware; System software; Database management system**

- (1) Educational Institution must ensure that it has sufficiently powerful hardware and the appropriate software installed locally to access the SAP Software.
- (2) Use of the database management system is restricted in accordance with this Agreement and with the terms required by the database management system supplier. Any other use requires a separate license from the database management system supplier.

**Article 9 Reviews & Feedback**

- (1) SAP UA and Educational Institution may conduct reviews together to improve cooperation. The purpose of the reviews is to assess together the progress of cooperation between Educational Institution and SAP. To this end Educational Institution will prepare a curriculum overview with the following information: user organizations (departments, schools, and so on, of Educational Institution); teaching staff; classes (title, topics, number of teaching units per semester); number of participants in the class. Educational Institution and SAP UA will use the review to determine how their work together should proceed. Educational Institution undertakes to participate in such a review at SAP's request with not less than two months' advance notification.
- (2) SAP may request from Educational Institution a curriculum overview as described in article 9 (1). Educational Institution must then provide it to SAP in writing within two months.

**ATTESTED**

A handwritten signature in blue ink, appearing to be "W. S.", written over a horizontal line.

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**

SAP  
University  
Alliances



- (3) If it is consistent with the statutes of Educational Institution to do so, SAP and Educational Institution will, at SAP's request, together conduct an assessment of the SAP Software deployed.
- (4) During the course of this Agreement, Educational Institution may provide or SAP may solicit Educational Institution's input regarding SAP's Software, products, services, business and/or technology plans provided to Educational Institution under this Agreement or otherwise relating to this Agreement (hereinafter, "Feedback"). This Feedback includes, without limitation:
  - a. comments or suggestions by Educational Institution regarding the possible creation, modification, correction, improvement or enhancement of SAP Software, products and/or services provided to Educational Institution under this Agreement, and/or
  - b. input as to how Educational Institution uses SAP's offerings under the University Alliances program, the value gained by Educational Institution from its University Alliances membership, and suggestions by Educational Institution for improving the program.

All Feedback is provided at the sole discretion of Educational Institution, except where another provision of this Agreement explicitly permits SAP to conduct surveys, reviews, or other discussions, in which case Educational Institution's responses under that provision will also be considered part of Feedback.

In order for SAP to utilize such Feedback, Educational Institution grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under all relevant Educational Institution intellectual property rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Educational Institution and/or its representatives. Except for the license granted above to use Feedback provided by Educational Institution, SAP acquires no title or interest in any pre-existing or independently developed data, information, or intellectual property of Educational Institution under this Agreement. Educational Institution acknowledges that the information related to SAP's Software, products, services, business and/or technology plans disclosed to Educational Institution under this Agreement is only intended as possible strategies, developments, and functionalities of the SAP products or services and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

**Article 10 Delivery date, term, and termination**

- (1) Educational Institution should agree the delivery date with the appropriate SAP UCC separately.

**ATTESTED**

**Principal**

**Trident Academy of Technology**  
**Bhubaneswar-751024**



- (2) This Agreement comes into force when signed and extends for an initial term of 12 months. Thereafter it extends from year to year unless terminated by either of the parties' giving six months' written notice to the other. From the time termination notice takes effect, Educational Institution is not entitled to offer classes or other services relating to the SAP Software for the next semester. Educational Institution is entitled to continue to their conclusion on the terms of this license classes running at the time of termination notice and examinations relating to them.
- (3) Termination notice must be in written form.
- (4) This Agreement ends automatically when the cooperation agreement ends between SAP and the SAP UCC running the SAP Software.
- (5) This Agreement ends automatically when the cooperation agreement ends between Educational Institution and the SAP UCC running the SAP Software.
- (6) At the end of the license, Educational Institution must return all delivered goods and copies and erase all stored programs.

#### **Article 11 Warranty**

- (1) SAP will not provide any warranty service.

#### **Article 12 Maintenance**

- (1) SAP will not provide any maintenance service under this Agreement. Educational Institution will receive maintenance services via the SAP UCC. The cooperation agreement between Educational Institution and the SAP UCC sets out the terms and detail.

#### **Article 13 Liability**

- (1) Neither SAP nor the Educational Institution is liable except in cases of intent or gross negligence. This does not affect liability in product liability law.

#### **Article 14 Regulatory Matters**

- (1) With respect to any SAP Software provided to a UCC for access and use by Educational Institution subject to the terms of this Agreement, Educational Institution acknowledges that SAP may be obliged under German, US and other export laws, trade sanctions and embargoes applicable to SAP to limit, suspend or terminate Educational Institution's access to the SAP Software through the UCC.
- (2) Educational Institution acknowledges and agrees that Educational Institution is responsible to ensure compliance with applicable embargoes, trade sanctions and restrictions, including without limitation those imposed by the UN, the EU and the US, and that Educational Institution is obliged (i) to deny and prevent access to SAP Software from any location prohibited by such embargoes, trade sanctions and restrictions; and to (ii) continuously check any users to which it grants access to SAP Software against applicable sanctioned party lists, including without limitation

**ATTESTED**

**Principal**

Page 10  
**Trident Academy of Technology**  
Teaching Member  
**Bhubaneswar-751024**



European Union Sanctions List, US Specially Designated National (SDN) lists, US Denied Persons List, United Nations Security Council Sanctions; and (ii) that Educational Institution must not grant access to any user listed on those lists.

**Article 15 Ineffectiveness**

- (1) Should any provision of this Agreement be or become wholly or partly invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed to have been replaced by such valid, effective and enforceable provision as comes as close as possible to the economic intent and purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall also apply to any gap in this Agreement.

**Article 16 Governing Law**

- (1) This Agreement shall be governed exclusively by and construed in accordance with the laws of Germany. Exclusive venue shall be Karlsruhe, Germany.

**Article 17 Written Form**

- (1) Any amendments or supplementations to this Agreement, including this provision, shall be valid only if made in writing, except where a more stringent form (e.g. notarization) is required under applicable law. There are no parol collateral Agreements.

**Article 18 Terms and conditions**

- (1) In all other respects, the provisions in the GTC apply.
- (2) In the event of any discrepancy between English and a translated version, the English version shall prevail.

**ATTESTED**

A handwritten signature in blue ink, consisting of a stylized, cursive name.

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**



IN WITNESS WHEREOF and intending to be legally bound, the Parties have caused this Agreement to be signed by their authorized representatives as of the date shown below.

**Educational Institution**

Bhubaneswar  
(Place)  
April 29, 2023  
(Date)

DocuSigned by:  
  
9D342BB92C1F444...  
(Signature)  
Signee Name: Dr Biswabijoyee Panigrahi  
Signee Title: Chief Mentor

**SAP SE**

Walldorf, Mai 5, 2023  
(Place, date)

DocuSigned by:  
  
DD31B8FD58AA49D...

i. V. Dr. Katharina Schaefer  
Global Head of University Alliances  
SAP University Alliances  
SAP Office of the CEO  
SAP SE

DocuSigned by:  
  
EA1D2E9909ED44E...

i. V. Dr. Michael Nuernberg  
Head of University Alliances Partner Success  
SAP University Alliances  
SAP Office of the CEO  
SAP SE

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

**Certificate Of Completion**

Envelope Id: 8B643E80F73E4A1BB2D66C4BDBE768F8 Status: Completed  
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 CASE\_GUID: B883036DEDB81EDDB9B6585F6BB8A46E  
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 Entity Name:  
 Source Envelope:  
 Document Pages: 9 Signatures: 3  
 Certificate Pages: 2 Initials: 0  
 AutoNav: Enabled Envelope Originator:  
 Ho Cecilia  
 Dietmar-Hopp-Allee 16  
 Walldorf, Baden-Württemberg 69190  
 cecilia.ho@sap.com  
 IP Address: 155.56.44.133  
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 Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna


**Record Tracking**

Status: Original Holder: Ho Cecilia Location: DocuSign  
 4/28/2023 1:00:27 PM cecilia.ho@sap.com

**Signer Events**

Dr Biswabijoyee Panigrahi  
 cm@tat.ac.in  
 Security Level: Email, Account Authentication (None)

**Signature**

  
 DocuSigned by:  
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 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 111.93.170.66

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 Signed: 4/29/2023 12:05:56 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Frederic Kohlhepp  
 frederic.kohlhepp@sap.com  
 SAP SE  
 Security Level: Email, Account Authentication (None)

**Completed**

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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign


Dr. Michael Nuernberg  
 michael.nuernberg@sap.com  
 Vice President  
 SAP SE  
 Security Level: Email, Account Authentication (None)

  
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 Dr. Michael Nuernberg  
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Dr. Katharina Schaefer  
 katharina.schaefer@sap.com  
 Global Head of University Alliances, SAP SE  
 Security Level: Email, Account Authentication (None)

  
 DocuSigned by:  
 Dr. Katharina Schaefer  
 DD31B8FD58AA49D...  
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**ATTESTED**



**In Person Signer Events**

**Signature**

**Timestamp**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Rahul Sachdev r.sachdev@sap.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 4/29/2023 12:06:02 PM
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	5/5/2023 8:00:43 PM

Payment Events	Status	Timestamps
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**ATTESTED**



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

# MOU


Between



A Navratna CPSE  
**NBCC (India) Limited**

&



  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

## TAT

**(Trident Academy of Technology)**

FOR

**Skill Development and Industry Oriented Internship Training for TAT students  
with focus on SC/ST and students from financially weaker section**

This Memorandum of Understanding hereinafter referred to as "MOU" is entered on this 22<sup>nd</sup> day of February 2023 between:

NBCC (India) Limited, a Navaratna CPSE, a leader in the Construction Sector having its head office at NBCC Bhawan, Lodhi Road, New Delhi, INDIA – 110003, hereinafter called NBCC which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the First Party.

AND

The Trident Academy of Technology (TAT) having its office at F-2A, Chandaka Industrial Estate, Chandrasekharapur, Bhubaneswar – 751024, hereinafter called as TAT which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

Whereas

Both NBCC and TAT are desirous of working together with mutual cooperation for Industry Oriented Apprenticeship and Internship Programs. The Industry Oriented Apprenticeship and Internship Program shall be a mutually beneficial program for both the organisations. It shall be a step in the right direction of fulfilling the vision of the Indian Government to make India a skilled country. We see an inherent synergy in the proposed engagement with NBCC being the premier construction company having operations across length and breadth of the country and having requirement of skilled manpower at its sites and TAT being in partnership with the Govt of India in skill development projects and having a sufficiently large pool of technically educated and groomed manpower, which, once skilled with industry exposure, shall be an national asset ready to be deployed at construction sites.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS :

The NBCC – TAT Engagement Areas :

- **Paid Apprenticeship and Internship:** B. Tech. passed out students are eligible for apprenticeship training under apprentice Act to undergo training for one year with stipend of Rs.14,000/- per month. Internships

**ATTESTED**

*[Signature]*

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

would also include undergraduate and post graduate degree level relevant on-the-job learning, ideally shadowing and assisting the supervisor level and above across various aspects of on-site work. While shortlisting the candidates for the apprentice and internship, focus shall be kept for SC / ST candidates or students coming from financially weaker sections of society.

- **Subject Matter Expert** : Depending on the need NBCC shall allow its Senior Engineers / Officers to visit TAT for Guest Lectures on construction related topics as SME's.
- **Lab Partner** : NBCC shall approve TAT Labs for appropriate testing certifications.
- **Academic Advisory** : NBCC shall allow its staff to be part of the TAT Academic Advisory Committee and in the project/seminar guidance / evaluation committees in MBA and B Tech streams in Civil / Mechanical / Electrical Engineering
- **Industrial / Project Visit** : NBCC shall allow TAT's MBA and Engineering students to visit for hands-on training / practical exposure on their job sites.
- Explore new areas of collaboration as mutually agreed by both the parties.

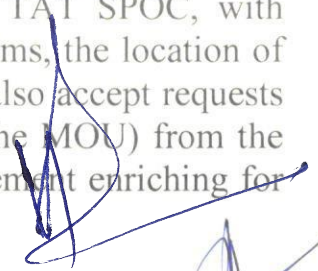
**Role of TAT :**

TAT will circulate and create awareness among hundreds of students regarding NBCC Apprenticeship and Internship. It will also identify and shortlist the students eligible for the Internship. Once shortlisted, TAT will share the list of candidates with NBCC SPOC.

**Role of NBCC India :**

NBCC will share the requirement of Internship with the TAT SPOC, with details like no. of positions open and at what level and streams, the location of open positions, start date of the Internship etc. NBCC shall also accept requests which are in purview of this MOU (As outlined below in the MOU) from the TAT and provide solutions for the same to make the engagement enriching for both the parties.

*Ratopad*

**ATTESTED**  
  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

## SPOC For NBCC – TAT Engagement

There shall be SPOC from both sides to keep a single channel for all communications and to avoid any confusion among both the parties. To do this, it is proposed to have one SPOC from each side as below.

### **From TAT :**

Name : Prof. (Dr) Sakuntala Mahapatra  
Email : [deansoe@tat.ac.in](mailto:deansoe@tat.ac.in)  
Ph : 9437171395

### **From NBCC India Pvt. Ltd :**

Name : Debasis Satapathy  
Email : [debasis.satapathy@nbccindia](mailto:debasis.satapathy@nbccindia)  
Ph : 8130000050

### **Eligible Students :**

TAT students studying MBA and B.Tech in Civil / Electrical / Mechanical streams.

### **Tentative No. of candidates eligible annually to participate in Apprenticeship and Internship :**

NBCC can provide / accommodate approximately 50 students as below.

B.Tech (Civil) : 20  
B.Tech(Mechanical) : 10  
B.Tech(Electrical) : 10  
MBA : 10

### **Duration of Apprenticeship and Internship**

The duration of the Apprentice will be for one year & Internship will be maximum for a period of **6 months**.

### **Schedule of Apprenticeship & Internship In a Year :**

Apprentice would be from the date they would join. Internship training would be starting from December / January of the year to May/June of the subsequent year i.e. 5/6 months or as per convenience based on the time of declaration of the result of the students.

*Sakuntala Mahapatra*

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

### Location of Internship

NBCC shall deploy these interns at various NBCC locations across India based on the need and suitability of the candidates.

### Stipend During Internship :

NBCC shall provide stipend to the Apprentice & Interns as below :

Student Stream	B. Tech.	MBA
Stipend Per Month	14,000.00	14,000.00

### Review & Escalation Mechanism :

There shall be annual review of the activities undertaken under this MOU. For any issue which might hamper the smooth implementation of the MOU the same may be escalated as per the escalation matrix below.

Level	NBCC Side	TAT Side
Level- 1	Name : Debasis Satapathy Email : <a href="mailto:debasis.satapathy@nbccindia.com">debasis.satapathy@nbccindia.com</a> Ph : 8130000050	Name : Prof. (Dr) Sakuntala Mahapatra Email : <a href="mailto:deansoe@tat.ac.in">deansoe@tat.ac.in</a> Ph. : 9437171395
Level - 2	Name : Sr. ED HR Email : <a href="mailto:hrm@nbccindia.com">hrm@nbccindia.com</a> Ph : 8130985222	Name : Prof.(Dr) D. N. Pattanayak Principal Email : <a href="mailto:pri@tat.ac.in">pri@tat.ac.in</a> Ph. : 9437122660

### Effective Date and Duration of the MOU :

This MOU shall come into effect for all its intents and purposes with immediate effect and shall remain valid for a period of 5 years unless terminated earlier by mutual consent by either party by giving 60 days notice in writing to the other party. This may be further extended for another period of 5 years with mutual consent of both the parties.

*Debasis Satapathy*

**ATTESTED**  
*[Signature]*  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**


**Dispute Resolution**


Both the parties agree for resolving any dispute, claim or interpretation relating to the terms and conditions of the MOU through their authorised representatives and subsequently, if any, at the party level. If the dispute is a major one and could not be solved at the party level, the same may be referred to a sole Arbitrator to be appointed on mutual consent. Provisions of the Arbitration and Conciliation Act, 1996 and subsequent Amendments would follow.


Cause of Action would determine the territorial jurisdiction of the courts.


For NBCC

For TAT


  
**Mr. Debasis Satapathy**  
GM HR  
NBCC (India) Ltd.

  
**Dr. Biswabijoyee Panigrahi**  
Chief Mentor  
Trident Group of Institutions  
Bhubaneswar

  
(Signature of Witness-1)  
Name :  
Designation :

  
(Signature of Witness-2)  
Name : Bimal Pr. Mohapatra  
Designation : Asst. Professor

**ATTESTED**

  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



# ZIROH LABS TRIDENT ACADEMY OF TECHNOLOGY

## Academic Alliance Program

### MEMORANDUM OF UNDERSTANDING BETWEEN ZIROH LABS PVT LTD, BANGALORE AND TRIDENT GROUP OF INSTITUTIONS, BHUBANESWAR.

IN RESPECT OF INTERACTION OF ACADEMIA AND INDUSTRY FOR IMPROVING THE QUALITY OF TEACHING, FOR IMPARTING PRACTICAL SKILLS TO STUDENTS, UNDERTAKING RESEARCH AND CONSULTANCY

#### PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING entered into on 22<sup>nd</sup> September 2021 between ZIROH LABS PVT LTD having its office at '#21, GoodWorks Infinity Park, Tower 1, 2nd Main Road, Electronics City Phase 1, Electronic City, Bengaluru, Karnataka 560100, (hereinafter referred to as "Ziroh Labs"), mostly mentioned as Ziroh Labs of the FIRST PART and Trident Group of Institutions having its campus on Technology Corridor, Infocity, Chandrasekharpur, Bhubaneswar, Odisha 751024 (hereinafter referred to as TGI ) of the SECOND PART;

WHEREAS, Ziroh Labs is a Company registered under Company Law and basically working on the development of new cryptographic and distributed system techniques that preserve the privacy of information being stored in cloud computing storage infrastructure.

AND WHEREAS TGI, Academic Institutions offering B.Tech. [ CSE, CST, CSE (AI &ML), CS & IT, ETC, EEE, EEE, Mechanical, Civil, Bio Technology], MCA, MBA, BCA,BBA, B.Sc. ( Bio Technology) & M.Sc. (Bio Technology).

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of their agreement in writing as follows:

1. The subject matter of this MOU is to do research and development on cryptography, networks, and distributed systems with Ziroh Labs.
2. Ziroh Labs is authorized to use the services of TGI,Bhubaneswar in terms of this MOU.
3. TGI will do research and development on cryptography, networks, and distributed systems together with Ziroh Labs.

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



# TRIDENT ACADEMY OF TECHNOLOGY

## ARTICLE 1:

### MODES OF COLLABORATION

It is mutually agreed that upon the mutual consent of the institutions, collaboration shall be carried out to the extent feasible through such activities as listed below.

1. TGI. will do Research and Development on projects related to Cryptography, Computer Networks, and Distributed Systems with Ziroh Labs. There will be a separate agreement to be signed by the parties for each such project.
2. TGI. will provide students to Ziroh Labs as an intern, and Ziroh labs will provide priority selection of TGI students for internship.
3. Ziroh Labs will provide their products to TGI for test or trial under an academic license agreement from time to time.
4. Ziroh Labs will provide academic inputs as requested by TGI and may also conduct seminars, workshops, and tutorials for TGI students. All such activities will be finalized by the designated officials of TGI and Ziroh Labs.

## ARTICLE 2:

### IMPLEMENTATION

In terms of such mutual collaboration envisioned and activity implemented under the terms of this agreement, the programs will be mutually discussed and jointly agreed upon in writing by authorized officials of either institution prior to the initiation of a particular program or activity.

## ARTICLE 3:

### PROCEDURES AND FUNDING

1. The overall program will be coordinated by the office of TGI, Bhubaneswar and office of Ziroh Labs, Bangalore.
2. The financial arrangements for conducting the activities will be negotiated in an agreement through designated officials for each activity after it is finalized.

## ARTICLE 4:

### AMENDMENTS TO THIS MOU

Amendments to this agreement may be made at any time during its validity through mutual written consent of Ziroh Labs and TGI.

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



# TRIDENT ACADEMY OF TECHNOLOGY

## ARTICLE 5:

### DURATION OF THIS MOU

This MOU will remain operative for a period of three years from the date of formally signing the MOU. There will be a review of the MOU at the end of each year and will be renewed with mutual consent.

## ARTICLE 6:

### MOU ADMINISTRATORS

Said otherwise provided in the MOU all actions to be taken and all notices to be given or taken hereunder on behalf of Ziroh Labs, Bangalore by the Managing Director or his authorized representative and on behalf of TGI, to be taken or given by the Director, T&P.

## ARTICLE 7:

### TERMINATION

Any of the Parties may terminate this Agreement by serving a written notice on the other Party three months prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project.

## ARTICLE 8:

### NOTICES

All communications by the Founder & Managing Director of Ziroh Labs involving financial, administrative, key technical objectives & decisions and other matters shall be sent to the Director, T&P, TGI. All communications by The Director, T&P, TGI involving financial, administrative, key technical objectives & decisions and other matters shall be sent to the Managing Director, Ziroh Labs.

## ARTICLE 9:

### GENERAL

1. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
2. Ziroh Labs will have the right to continue to utilize the Information from its web application for its rubber sales purposes.
3. This Agreement and its Appendices constitute the entire agreement amongst the Parties and supersede all other representations, understandings, or communication, whether written or verbal, with respect to the subject matter hereof.
4. Neither this MoU nor any activities described herein shall be construed as creating a partnership, joint venture, agency, or other such relationship. Both parties agree that this MoU represents a non-exclusive relationship between the parties, and nothing contained herein shall preclude either party from participating/initiating a similar relationship with third parties.
5. The term confidential shall not include information available through prior expertise or lawfully obtained or available from a third party or other legally available sources.

**ATTESTED**

**Principal**

**Trident Academy of Technology**

**Bhubaneswar-751024**

Plot No.- F2/A, Chandaka Industrial Estate, Infocity Area, Chandrasekharpur, Bhubaneswar-751 024, Odisha.

Phone : (0674)-6649037, 6649038, 6649041, Fax : (0674)-6649043, 6649002, E-mail : info@trident.ac.in, Website : www.tat.trident.ac.in



# TRIDENT ACADEMY OF TECHNOLOGY

## ARTICLE 10:

### ARBITRATION

This MOU is based on mutual trust, confidence, and faith. Both the parties hereby agree to carry out the assignment in good faith. All matters will be kept confidential and will not be divulged to any other party. The MOU administrators will settle differences of opinion arising out of and in connections with the MOU, based on mutual consultation by the administrators. Finally, this MOU is wholly meant to contribute to the learning process and of the faculty and the students belonging to TGI and possible R&D, & developmental activity of Ziroh Labs and not any other purpose.

If the differences of opinion cannot be resolved by the said MOU administrators, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each party shall appoint one arbitrator, and the two arbitrators will select a third arbitrator. The arbitration shall be conducted by a panel of three arbitrators. The venue of arbitration shall be exclusively in Bangalore. The decision of the panel of arbitrators shall be binding on both parties.

This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts at Bangalore.

## ARTICLE 11

### FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Epidemics, etc. provided on the occurrence and cessation of any such event the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

This memorandum is executed in the English Language in two originals, and each party holds one original.

**ATTESTED**

**Principal**

**Trident Academy of Technology**

**Bhubaneswar-751024**



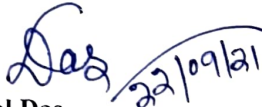
# TRIDENT ACADEMY OF TECHNOLOGY

## Signatories of the MOU

For **ZIROH LABS PVT LTD**

For **TRIDENT GROUP OF INSTITUTIONS**


**Surabhi Das**  
Co-Founder & Director  
Ziroh Labs.

  
**Nanigopal Das**  
Director, Training & Placement  
Trident Group of Institutions.  
Director T & P Dept.  
Trident Group of Institutions

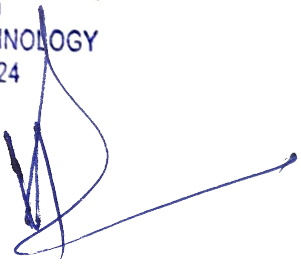
**Witness**

**Sumukh Rao**  
Associate Director of Sales  
Ziroh Labs.

**Witness**

  
**Dr. Deba Narayan Pattanayak**  
Dean (Academics)  
Trident Academy of Technology.  
DEAN (ACADEMICS)  
TRIDENT ACADEMY OF TECHNOLOGY  
BHUBANESWAR-751024

**ATTESTED**

  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



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# Agreement

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Before You Begin

## Membership Agreement

Before you can access NetAcad.com, you must accept the Membership Agreement.

[Print Agreement](#)

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Enter Academy Contact Details

**ATTESTED**

Institution Legal Name: Trident Academy of Creative Technology (TACT)

Institution ID: 3054803

Street Address: Trident Academy of Creative Technology, Infocity

[Skip to main content](#)

**Principal**

**Trident Academy of Technology  
Bhubaneswar-751024**

Bhubaneswar

State/Province: Odisha

Country: India

Postal Code: 751024

Agreement Accepted Date: 2017-09-21

First Name \*

SHUBHAJIT

Last Name \*

JAGADEV

Title \*

HEAD, Cisco ASC and ITC

Email \*

shubhajit@tat.ac.in

[sites/default/files/agreement\\_guide/en/netacad\\_membership\\_guide\\_may\\_2018\\_v3.5\\_v1\\_english.pdf](#))

Please open and read the Membership Guide before accepting the Membership Agreement. Guide will open in a new window.

*NetAcad, a [Cisco Corporate Social Responsibility program](http://csr.cisco.com/) (<http://csr.cisco.com/>), is an IT skills and career building program available to learning institutions and individuals worldwide.*

Terms and Conditions

([https://www.netacad.com/portal/sites/default/files/resources/terms/cisco\\_networking\\_academy\\_terms\\_and\\_conditions\\_july\\_2016](https://www.netacad.com/portal/sites/default/files/resources/terms/cisco_networking_academy_terms_and_conditions_july_2016))

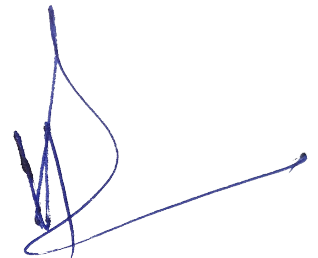
Cookie Policy ([http://www.cisco.com/web/siteassets/legal/privacy\\_full.html#cookies](http://www.cisco.com/web/siteassets/legal/privacy_full.html#cookies))

Privacy Statement (<http://www.cisco.com/web/siteassets/legal/privacy.html>)

Data Protection (<https://www.netacad.com/data-protection>)

Trademarks (<http://www.cisco.com/web/siteassets/legal/trademark.html>)

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Trident Academy of Technology  
Bhubaneswar-751024**



**Academy Support Center Membership Agreement**

IMPORTANT: PLEASE READ CAREFULLY THIS CISCO NETWORKING ACADEMY MEMBERSHIP AGREEMENT FOR ACADEMY SUPPORT CENTERS (THIS "AGREEMENT"). YOU WARRANT AND REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE ENTITY, FULLY EMPOWERED TO EXECUTE THIS AGREEMENT. CLICKING "I AGREE" AT THE END OF THIS AGREEMENT CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. BY CLICKING "I AGREE," YOU ARE BINDING THE ENTITY THAT YOU REPRESENT TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL OR ANY PART OF THIS AGREEMENT, DO NOT PRESS "I AGREE," AND YOU WILL NOT BE ADMITTED AS AN ACADEMY SUPPORT CENTER TO THE CISCO NETWORKING ACADEMY.

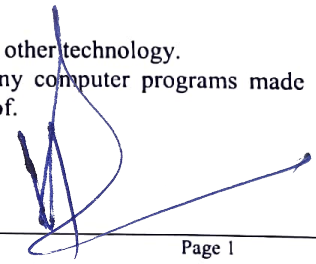
IN CONSIDERATION OF THE MUTUAL PROMISES GIVEN HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

**Cisco Networking Academy Terms and Conditions**

**1. Definitions**

- 1.1 "ASC" shall mean an Academy Support Center
- 1.2 "Academy" or "Academies" shall mean institutions teaching the Curriculum to Students.
- 1.3 "Academy Administrator" shall mean the person designated by an Entity as most responsible for the day-to-day operation of the Program at the Entity.
- 1.4 "Agreement" shall mean these Membership Agreement Terms and Conditions.
- 1.5 "Cisco" shall mean Cisco Systems, Inc.
- 1.6 "Cisco Networking Academy" shall mean the suite of web sites Cisco has established for the Program at the following URL: <http://cisco.netacad.com> or any successor site designated by Cisco.
- 1.7 "Confidential Information" shall mean: (i) the terms and conditions of this Agreement; (ii) information clearly marked as "Confidential," "Proprietary" or a similar legend if disclosed in writing (or other tangible form); (iii) information clearly identified as confidential, proprietary or the like at the time of disclosure if disclosed orally; or (iv) information Entity knows or reasonably should know is confidential, proprietary or a trade secret of Cisco.
- 1.8 "Course Material" shall mean all educational material, including Curriculum, lab exercises, instructor guides, simulation tools, and similar material or data made available to an Entity by Cisco for use in connection with the Program.
- 1.9 "Curriculum" shall mean the web-based instructional courses provided by Cisco as part of the Program.
- 1.10 "Effective Date" shall mean the date Cisco executes this Agreement.
- 1.11 "Entity" shall mean the Academy Support Center entering into this Agreement.
- 1.12 "Expiration Date" shall mean three (3) years from the Effective Date.
- 1.13 "Networking Academy Membership Guide" (or "NAMG") shall mean the operating rules for every Entity in the Program. The NAMG is posted in Cisco Networking Academy or will otherwise be made available to Entity by Cisco upon request.
- 1.14 "Parties" shall mean Cisco and the Entity entering into this Agreement.
- 1.15 "Program" shall mean the Cisco Networking Academy program.
- 1.16 "Products" shall mean commercially available Cisco hardware, Software or other technology.
- 1.17 "Software" shall mean all machine readable (object code) versions of any computer programs made available by Cisco to the Entity, and any copies, updates, or upgrades thereof.

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**Trident Academy of Technology**  
**Bhubaneswar-751024**



- 1.18 "Software License Agreement" shall mean the terms and conditions governing use of the Software, packaged or downloaded with the Software or found at the following URL: [http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN\\_.html](http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html).
- 1.19 "Student" or "Students" shall mean any person(s) enrolled in the Program as a student.
- 1.20 "Termination Date" shall mean the date designated by a terminating party as the last day of the Agreement pursuant to the terms hereof.

2. **Scope**

This Agreement sets forth the terms and conditions for the Entity's participation in the Program.

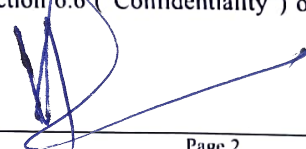
3. **Grant of License**

- 3.1 **Course Material.** Cisco hereby grants Entity a nonexclusive, nontransferable license to use the Course Material solely for the purpose of fulfilling their obligations as an ASC during the term of this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. Entities shall not make any copies, duplicates, or derivative works of Course Material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in the Course Material and any modifications or improvements, including but not limited to translations and localized versions of Course Material. All licenses not expressly given by Cisco herein are reserved.
- 3.2 **Software.** Except as set forth in any separate license, purchase, loan, or donation agreement involving Products, Entity's rights and obligations with respect to any Software provided in connection with the Program shall at all times be subject to the Software License Agreement.
- 3.3 **Product Identification.** Entity shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Course Material or any Products made available in connection with the Program.

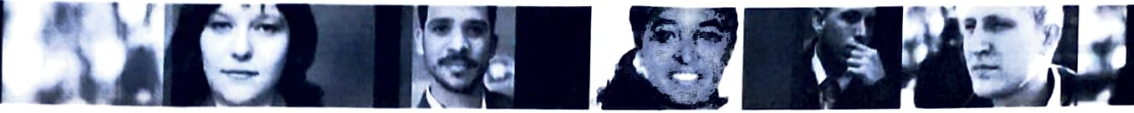
4. **Term and Termination**

- 4.1 **Term.** The Agreement shall commence on the Effective Date and automatically terminate on the Expiration Date, or if either party exercises its rights to terminate as provided in this Agreement, this Agreement shall conclude on the Termination Date. Nothing in this Agreement establishes an obligation on the part of either party to renew or extend the Agreement.
- 4.2 **Termination for Convenience.** Either party may terminate this Agreement for convenience (any reason or no reason) by providing at least sixty (60) days prior written notice to the other.
- 4.3 **Termination for Default.** Either party may terminate this Agreement due to default by the other party. The party alleging default must identify the event of default as described below and in accordance with Section 13.6 ("Notice").
- 4.4 **Events of Default by Entity:**
  - 4.4.1 **Breach of Agreement:** This Agreement shall be terminated immediately if Entity fails to observe and comply with any term, condition, or warranty of this Agreement and such failure is incapable of remedy or, where such failure is capable of remedy, that failure continues for thirty (30) days following receipt of written notice from Cisco.
  - 4.4.2 **Breach of Cisco's Software License Agreement, Grant of License, or Confidential Information:** Notwithstanding the foregoing, this Agreement may be terminated at Cisco's option effective upon written notice by Cisco in the event of: (i) Entity's breach of the Software License Agreement; or (ii) in the event of breach of any term or condition listed in Section 3 ("Grant of License") or Section 6.6 ("Confidentiality") of this Agreement.

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**Trident Academy of Technology**  
**Bhubaneswar-751024**



**4.4.3 Insolvency, Assignment, or Bankruptcy:** Cisco may terminate this Agreement immediately at any time by providing written notice if the Entity ceases business operations, or becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets, or an act similar to any of the forgoing occurs under applicable law.

**4.5 Events of Default by Cisco:**

**4.5.1 Breach of Agreement:** This Agreement may be terminated immediately if Cisco fails to observe any material term or condition in this Agreement and such failure continues for thirty (30) days following receipt of written notice from Entity.

**4.5.2 Insolvency, Assignment, or Bankruptcy:** Entity may terminate this Agreement immediately at any time by providing written notice if Cisco ceases to carry on business as a going concern, or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets or an act similar to any of the forgoing occurs under applicable law.

**4.6 Effect of Termination:**

**4.6.1 Licenses.** Upon termination of this Agreement for any reason, all rights and licenses granted to Entity hereunder shall terminate effective as of the Termination Date.

**4.6.2 Return of Material and Equipment.** Upon termination or expiration of this Agreement for any reason, Entity shall immediately return to Cisco all Course Material and Cisco Confidential Information. Entity's obligation(s) to return any Products, Software, or other materials donated, sold, or licensed to Entity shall be subject to any separate, written agreement covering such donation, sale, or license.

**4.6.3 Claim to Compensation.** In the event of termination or expiration of this Agreement, Entity expressly waives and renounces any claim to compensation or damages for any termination of a business relationship or franchise which may be alleged to exist.

**4.6.4 Entity Transition.** In the event of termination or expiration of this Agreement, Entity agrees to provide reasonable assistance in the transition of duties and responsibilities to any successor Entity identified by Cisco.

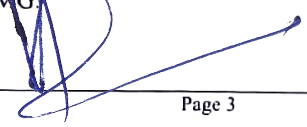
**4.6.5 Pre-Termination Obligations.** Except as expressly noted herein, termination or expiration of this Agreement shall not relieve either party from obligations or duties owing but unfulfilled under this Agreement.

**5. Cisco Responsibilities**

**5.1 Course Material.** Cisco shall provide Entity access to the Course Material at no charge. Course Material may be downloaded by the Entity from Cisco Networking Academy. The Entity acknowledges and agrees that Cisco may modify the Course Material at any time in its discretion.

**5.2 Program Policies.** Cisco shall create, maintain and make available to Entity the Networking Academy Membership Guide. The NAMG is hereby incorporated by reference for all purposes as if fully set forth. If there is a conflict between any of the clauses of this Agreement and the NAMG, then the clauses of this Agreement shall prevail solely to the extent of that inconsistency. As the Program evolves, changes to the NAMG may be appropriate. Entity acknowledges and agrees that Cisco may amend or supplement the NAMG from time to time in its sole but good faith discretion. Cisco will exercise commercially reasonable efforts to provide advance notice via Cisco Networking Academy of any material change to the NAMG.

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**Trident Academy of Technology**  
**Bhubaneswar-751024**



**6. Entity Responsibilities**

- 6.1 Resources.** Entity warrants and represents that, while this Agreement is in effect, Entity shall obtain and maintain all certifications, equipment, facilities, services and other resources necessary to support the Program in the Cisco-defined coverage area in accordance with the NAMG.
- 6.2 Duties/Program Quality/Reports.** To the satisfaction of Cisco, Entity agrees to perform the duties and meet or exceed the policies and quality standards applicable to Entity as set forth in the NAMG. Entity shall provide such information (including but not limited to financial information) as Cisco requests to confirm Entity's compliance with the NAMG. Subject to applicable privacy laws, Entity shall also provide within a reasonable time (not to exceed thirty calendar days) of Cisco's request such information as Cisco reasonably requests about the operations of the Entity, including but not limited to enrollment numbers, class schedules, Program evaluations or survey results.
- 6.3 Electronic Connectivity.** During the term of this Agreement, Entity shall ensure that its Internet connectivity provides the minimum dedicated bandwidth required in the NAMG. Further, Entity shall ensure that it meets the minimum web server capabilities as described in the NAMG. Entity shall ensure to a reasonable certainty that its Program personnel access Cisco Networking Academy regularly in order to remain current with the Program's operating practices. Additionally, Entity shall be liable for any violation of the Cisco Networking Academy Website Usage Agreement (AWUA) by Entity personnel. A breach of the AWUA shall constitute a breach of this Agreement.
- 6.4 Course Material Security.** Entity shall limit access to Curriculum or other Course Material made available via Cisco Networking Academy using password protection or other authentication measures identified or approved by Cisco. Entity will also adhere to any other security requirements identified in the NAMG. Entity shall use reasonable efforts to limit access to the Curriculum to those of its Students enrolled in the Program.
- 6.5 Compensation and Benefits.** Notwithstanding anything to the contrary herein, Entity is solely liable for any costs or expenses it incurs because of the Program. Cisco has no liability for such expenses. Further, Cisco shall have no liability for any compensation or benefits claim made by or on behalf of Entity instructors or other personnel.
- 6.6 Confidentiality.** Entity shall not disclose Confidential Information to any third party or use Confidential Information for any purpose except as necessary to perform in accordance with this Agreement or as otherwise approved by Cisco in writing. Entity shall have no obligation to protect as confidential any information which (i) was legally in its possession or known to Entity without any obligation of confidentiality prior to receiving it from Cisco; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is legally obtained by Entity from a third party source without any obligation of confidentiality; or (iv) is developed by or for Entity without use of the Confidential Information and such independent development can be documented. Entity may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that Entity provides to Cisco: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

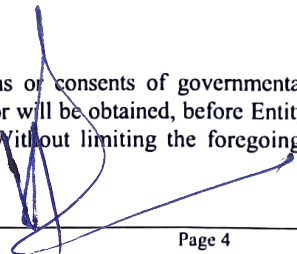
**7. Misrepresentation Warranty**

Entity shall not make any warranty, representation, or commitment concerning the Program, whether written or oral, on Cisco's behalf except as expressly set forth herein.

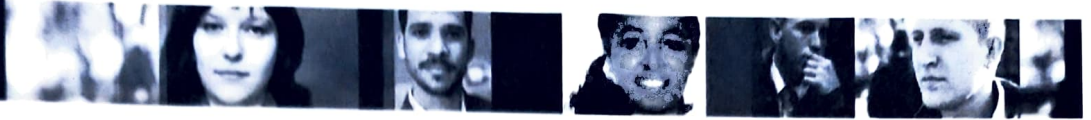
**8. Compliance with Laws**

Entity represents and warrants that all licenses, permissions, authorizations or consents of governmental officials necessary for the Entity to perform hereunder have been obtained, or will be obtained, before Entity participates in the Program or delivers the Course Material to Students. Without limiting the foregoing,

**ATTESTED**



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



Entity represents and warrants that its policies for soliciting, collecting, storing, and forwarding of any personal data comply with local laws and regulations. Entity shall not distribute, including forwarding to Cisco, any personal data in violation of any laws or regulations and will immediately notify Cisco of any request from Cisco it reasonably believes to violate such laws or regulations. Entity shall perform under the Program, at its own expense, in compliance with all applicable laws, regulations and ordinances.

**9. Program websites and Data Protection**

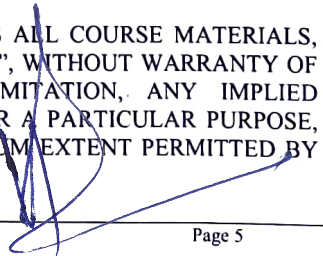
This clause governs Entity's use of any Program websites, including Cisco Networking Academy, and treatment of personal data, including Entity's obligations to protect the personal privacy of its employees, students, instructors, administrators, or any other Program participants.

- 9.1 By signing this Agreement, Entity represents that it has read and agrees to comply with Cisco Networking Academy Privacy Policy located at <http://www.cisco.com/web/siteassets/legal/privacy.html> and to ensure that its employees, agents, students, instructors, administrators, or any other Program participants also comply with that policy.
- 9.2 Individual users and Entity administrators have ultimate control over the collection and publication of personal data. If the Entity's own policies or agreements conflict with this Agreement, this Agreement shall control. Therefore, the possibility exists that a person's disclosure of personal data to Cisco Networking Academy will supersede the Entity's own disclosure practices and /or policies.
- 9.3 During the term of this Agreement, Cisco may provide Entity with access to personal data in connection with the Program. Entity shall implement and maintain all appropriate technical, physical and organizational security measures as needed to protect that personal data. Entity acknowledges that it is not permitted to use that personal data except for the limited purpose in connection with this Agreement. In addition, Entity represents it will not transfer or process that personal data outside of the jurisdiction in which that personal data has been made available to Entity by Cisco.
- 9.4 With respect to any other personal data, Entity shall obtain any necessary consent to solicit, collect, store, forward, or allow access of any type to any personal data (whether of employees, agents, students, instructors, administrators, or any other Program participants or otherwise), including the transfer of such information to the United States and/or another country outside the European Economic Area. Entity shall maintain proof of consent in a legally acceptable format in the relevant jurisdiction and shall provide such proof of consent to Cisco upon reasonable demand. In addition, Entity agrees to comply with its obligations as data controller under applicable laws and regulations.
- 9.5 To the maximum extent permitted by law, Entity shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of any breach of applicable laws relating to the treatment of personal data, including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal data.

**10. No Warranty**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CISCO PROVIDES ALL COURSE MATERIALS, SERVICES, WEBSITES OR OTHER DELIVERABLES HEREUNDER "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY

**ATTESTED**



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



LAW. ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

**11. Limitation of Liability**

Cisco's entire liability and Entity's sole and exclusive remedy for any claims arising out of or relating to the Program are as follows:

EXCEPT AS PROHIBITED BY APPLICABLE LAW, ALL LIABILITY OF CISCO OR ITS SUPPLIERS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN ALL SITUATIONS INVOLVING CLAIMS ASSOCIATED WITH THE COURSE MATERIAL, ENTITY'S SOLE AND EXCLUSIVE REMEDY IS THE CORRECTION OR REPLACEMENT OF THE COURSE MATERIAL BY CISCO, AT CISCO'S SOLE DISCRETION.

**12. Exclusion of Damages**

IN NO EVENT SHALL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PROGRAM OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CISCO WILL NOT BE LIABLE TO ENTITY BASED ON ANY THIRD PARTY CLAIM. Nothing in this Agreement shall limit or exclude Cisco's liability for the tort of deceit, for personal injury or death caused by its negligence or for any other liability to the extent that it cannot be excluded or limited under applicable.

**13. General Provisions**

**13.1 Force Majeure.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, wars, fires, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

**13.2 Export, Re-Export, And Transfer Controls.** Entity agrees to comply with applicable laws or regulations governing export, re-export, and transfer related to the performance of this Agreement and shall obtain all required U.S. and local authorizations, permits, or licenses. Cisco and Entity agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with U.S. export, re-export, transfer, and use laws is located at: [http://www.cisco.com/wl/export/compliance\\_provision.html](http://www.cisco.com/wl/export/compliance_provision.html).

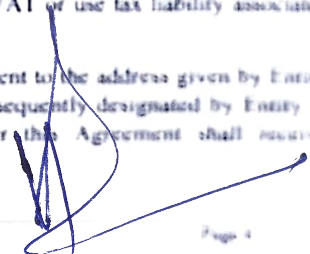
**13.3 Waiver.** No waiver of any right or remedy on one occasion by either party shall constitute a subsequent waiver of such right or remedy on any other occasion.

**13.4 Assignment.** This Agreement is not assignable by Entity, in whole or in part.

**13.5 Sales Tax Liability.** Entity shall be responsible for all sales, VAT or use tax liability associated with the delivery of any training, services or products hereunder.

**13.6 Notice.** All communications from Cisco to the Entity will be sent to the address given by Entity when enrolling in the Program or such address may be subsequently designated by Entity to Cisco. Entity Administrator email address provided under this Agreement shall receive

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**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



Program-related announcements, surveys or other communications that may be relevant to Entity. Entity hereby consents to receipt of such communications via the email address(es) so provided, subject to Program opt-out or unsubscribe procedures. Any notice required under this Agreement shall be deemed given when:

- 1) Delivered personally;
- 2) Sent by confirmed telex or facsimile (followed by the actual document in air mail/air courier);
- 3) Three (3) days have passed since notice was sent by registered or certified mail, return receipt requested, postage prepaid; or
- 4) One (1) day has passed since deposit with a commercial express courier specifying next-day delivery, with written verification of receipt.

**13.7 Severability.** If any provisions of this Agreement are held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

**13.8 Relationship Between the Parties.** This Agreement does not create any agency, partnership (in the legal sense), joint venture or franchise relationship between the Parties and neither the Entity nor its employees shall be deemed to be a legal representative, agent, or employee of Cisco. Neither party has the right nor authority to, and shall not assume or create any obligations of any nature on behalf of the other party, or bind the other party in any respect.

**13.9 Applicable Law.** The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of California, United States of America, as if performed wholly within the State and without giving effect to principles of conflicts of laws. The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.

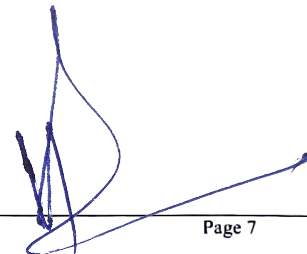
**13.10 Headings.** The headings provided in this Agreement are for convenience only and will not be used in interpreting or construing this Agreement.

**13.11 Modification of Agreement.** Except as expressly set forth herein, this Agreement may only be modified by a written document executed by the Parties' authorized representatives (in the case of Cisco, an authorized representative must be a Director level or higher).

**13.12 Previous Communications and Agreements.** This Agreement is the complete agreement between the Parties concerning the subject matter hereof and replaces any prior Program-related oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated by reference herein.

**13.13 Survival of Terms.** All definitions shall survive any termination or expiration of this Agreement, as do the following: Sections 4 (Term and Termination), 6.5 (Compensation and Benefits), 6.6 (Confidentiality), 8 (Compliance with Laws), 9 (Program websites and Data Protection), 10 (No Warranty), 11 (Limitation of Liability), 12 (Exclusion of Damages), 13 (General). For the avoidance of doubt, expiration or termination of this Agreement shall not affect any separate purchase, license or support agreement in effect between the Parties or their related entities.

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Trident Academy of Technology  
Bhubaneswar-751024**



Cisco Networking Academy®  
Meet With Open

## Instructor Training Center Membership Agreement

IMPORTANT: PLEASE READ CAREFULLY THIS CISCO NETWORKING ACADEMY MEMBERSHIP AGREEMENT FOR INSTRUCTOR TRAINING CENTERS (THIS "AGREEMENT"). YOU WARRANT AND REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE ENTITY, FULLY EMPOWERED TO EXECUTE THIS AGREEMENT. CLICKING "I AGREE" AT THE END OF THIS AGREEMENT CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. BY CLICKING "I AGREE," YOU ARE BINDING THE ENTITY THAT YOU REPRESENT TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL OR ANY PART OF THIS AGREEMENT, DO NOT PRESS "I AGREE," AND YOU WILL NOT BE ADMITTED AS AN INSTRUCTOR TRAINING CENTER TO THE CISCO NETWORKING ACADEMY.

IN CONSIDERATION OF THE MUTUAL PROMISES GIVEN HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

### Cisco Networking Academy Terms and Conditions

#### 1. Definitions

- 1.1 "Academy" or "Academies" shall mean institutions teaching the Curriculum to Students.
- 1.2 "Academy Administrator" shall mean the person designated by an Entity as most responsible for the day-to-day operation of the Program at the Entity.
- 1.3 "Agreement" shall mean these Membership Agreement Terms and Conditions.
- 1.4 "Cisco" shall mean Cisco Systems, Inc.
- 1.5 "Cisco NetSpace" shall mean the suite of web sites Cisco has established for the Program at the following URL: <http://netacad.com> or any successor site designated by Cisco.
- 1.6 "Confidential Information" shall mean: (i) the terms and conditions of this Agreement; (ii) information clearly marked as "Confidential," "Proprietary" or a similar legend if disclosed in writing (or other tangible form); (iii) information clearly identified as confidential, proprietary or the like at the time of disclosure if disclosed orally; or (iv) information Entity knows or reasonably should know is confidential, proprietary or a trade secret of Cisco.
- 1.7 "Course Material" shall mean all educational material, including Curriculum, lab exercises, instructor guides, simulation tools, and similar material or data made available to an Entity by Cisco for use in connection with the Program.
- 1.8 "Curriculum" shall mean the web-based instructional courses provided by Cisco as part of the Program.
- 1.9 "Effective Date" shall mean the date Cisco executes this Agreement.
- 1.10 "Entity" shall mean the Instructor Training Center entering into this Agreement.
- 1.11 "Expiration Date" shall mean three (3) years from the Effective Date.
- 1.12 "ITC" shall mean an Instructor Training Center.
- 1.13 "Networking Academy Membership Guide" (or "NAMG") shall mean the operating rules for every Entity in the Program. The NAMG is posted at the Cisco NetSpace or will otherwise be made available to Entity by Cisco upon request.
- 1.14 "Parties" shall mean Cisco and the Entity entering into this Agreement.
- 1.15 "Program" shall mean the Cisco Networking Academy program.
- 1.16 "Products" shall mean commercially available Cisco hardware, Software or other technology.
- 1.17 "Software" shall mean all machine readable (object code) versions of any computer programs made available by Cisco to the Entity, and any copies, updates, or upgrades thereof.
- 1.18 "Software License Agreement" shall mean the terms and conditions governing use of the Software, packaged or downloaded with the Software or found at the following URL: <http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN.html>.
- 1.19 "Student" or "Students" shall mean any person(s) enrolled in the Program as a student.
- 1.20 "Termination Date" shall mean the date designated by a terminating party as the last day of the Agreement pursuant to the terms hereof.

#### 2. Scope

This Agreement sets forth the terms and conditions for the Entity's participation in the Program.

#### 3. Grant of License

- 3.1 **Course Material.** Cisco hereby grants Entity a nonexclusive, nontransferable license to use the Course Material solely for the purpose of fulfilling their obligations as an ITC during this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. Entities shall not make any copies, duplicates, or derivative works of Course Material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in the Course Material and any modifications or improvements, including but not limited to translations and localized versions of Course Material. All licenses not expressly given by Cisco herein are reserved.
- 3.2 **Software.** Except as set forth in any separate license, purchase, loan, or donation agreement involving Products, Entity's rights and obligations with respect to any Software provided in connection with the Program shall at all times be subject to the Software License Agreement.
- 3.3 **Product Identification.** Entity shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Course Material or any Products made available in connection with the Program.

#### 4. Term and Termination

- 4.1 **Term.** The Agreement shall commence on the Effective Date and automatically terminate on the Expiration Date, or if either party exercises its rights to terminate as provided in this Agreement, this Agreement shall conclude on the Termination Date. Nothing in this Agreement establishes an obligation on the part of either party to renew or extend the Agreement.
- 4.2 **Termination for Convenience.** Either party may terminate this Agreement for convenience (any reason or no reason) by providing at least sixty (60) days prior written notice to the other.
- 4.3 **Termination for Default.** Either party may terminate this Agreement due to default by the other party. The party alleging default must identify the event of default as described below and in accordance with Section 13.6 ("Notice").
- 4.4 **Events of Default by Entity:**
  - 4.4.1 **Breach of Agreement:** This Agreement shall be terminated immediately if Entity fails to observe and comply with any term, condition, or warranty of this Agreement and such failure is incapable of remedy or, where such failure is capable of remedy, that failure continues for thirty (30) days following receipt of written notice from Cisco.
  - 4.4.2 **Breach of Cisco's Software License Agreement, Grant of License, or Confidential Information:** Notwithstanding the foregoing, this Agreement may be terminated at Cisco's option effective upon written notice by Cisco in the event of: (i) Entity's breach of the Software License Agreement; or (ii), in the event of breach of any term or condition listed in Section 3 ("Grant of License") or Section 6.6 ("Confidentiality") of this Agreement.
  - 4.4.3 **Insolvency, Assignment, or Bankruptcy:** Cisco may terminate this Agreement immediately at any time by providing written notice if the Entity ceases business operations, or becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets, or an act similar to any of the foregoing occurs under applicable law.
- 4.5 **Events of Default by Cisco:**
  - 4.5.1 **Breach of Agreement:** This Agreement may be terminated immediately if Cisco fails to observe any material term or condition in this Agreement and such failure continues for thirty (30) days following receipt of written notice from Entity.
  - 4.5.2 **Insolvency, Assignment, or Bankruptcy:** Entity may terminate this Agreement immediately at any time by providing written notice if Cisco ceases to carry on business as a going concern, or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets or an act similar to any of the foregoing occurs under applicable law.
- 4.6 **Effect of Termination**
  - 4.6.1 **Licenses.** Upon termination of this Agreement for any reason, all rights and licenses granted to Entity hereunder shall terminate effective as of the Termination Date.
  - 4.6.2 **Return of Material and Equipment.** Upon termination or expiration of this Agreement for any reason, Entity shall immediately return to Cisco all Course Material and Cisco Confidential Information. Entity's obligation(s) to return any Products, Software, or other materials donated, sold, or licensed to Entity shall be subject to any separate, written agreement covering such donation, sale, or license.
  - 4.6.3 **Claim to Compensation.** In the event of termination or expiration of this Agreement, Entity expressly waives and renounces any claim to compensation or damages for any termination of a business relationship or franchise which may be alleged to exist.
  - 4.6.4 **Entity Transition.** In the event of termination or expiration of this Agreement, Entity agrees to provide reasonable assistance in the transition of duties and responsibilities to any successor Entity identified by Cisco.
  - 4.6.5 **Pre-Termination Obligations.** Except as expressly noted herein, termination or expiration of this Agreement shall not relieve either party from obligations or duties owing but unfulfilled under this Agreement.

#### 5. Cisco Responsibilities

- 5.1 **Course Material.** Cisco shall provide Entity access to the Course Material at no charge. Course Material may be downloaded from the Entity from Cisco NetSpace. The Entity acknowledges and agrees that Cisco may modify the Course Material at any time without notice.
- 5.2 **Program Policies.** Cisco shall create, maintain and make available to Entity the Cisco Networking Academy Membership Guide. The terms hereby incorporated by reference for all purposes as if fully set forth. If there is a conflict between any of the clauses of this Agreement and the NAMG, then the

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Cisco Networking Academy of Technology  
Bhubaneswar - 751024

clauses of this Agreement shall prevail solely to the extent of that inconsistency. As the Program evolves, changes to the NAMG may be appropriate. Entity acknowledges and agrees that Cisco may amend or supplement the NAMG from time to time in its sole but good faith discretion. Cisco will exercise commercially reasonable efforts to provide advance notice via Cisco NetSpace of any material change to the NAMG.

#### Entity Responsibilities

- 6.1 Resources.** Entity warrants and represents that while this Agreement is in effect, Entity shall obtain and maintain all certifications, equipment, facilities, services and other resources necessary to support the Program in the Cisco defined coverage area in accordance with the NAMG.
- 6.2 Duties/Program Quality/Reports.** To the satisfaction of Cisco, Entity agrees to perform the duties and meet or exceed the policies and quality standards applicable to Entity as set forth in the NAMG. Entity shall provide such information (including but not limited to financial information) as Cisco requests to confirm Entity's compliance with the NAMG. Subject to applicable privacy laws, Entity shall also provide within a reasonable time (not to exceed thirty calendar days of Cisco's request) such information as Cisco reasonably requests about the operations of the Entity, including but not limited to enrollment numbers, class schedules, Program evaluations or survey results.
- 6.3 Electronic Connectivity.** During the term of this Agreement, Entity shall ensure that its Internet connectivity provides the minimum dedicated bandwidth required in the NAMG. Further, Entity shall ensure that it meets the minimum web server capabilities as described in the NAMG. Entity shall ensure to a reasonable certainty that its Program personnel access the Cisco NetSpace website regularly in order to remain current with the Program's operating practices. Additionally, Entity shall be liable for any violation of the Cisco Networking Academy Website Usage Agreement (AWUA) by Entity personnel. A breach of the AWUA shall constitute a breach of this Agreement.
- 6.4 Course Material Security.** Entity shall limit access to Curriculum or other Course Material made available via Cisco NetSpace using password protection or other methods and measures identified or approved by Cisco. Entity will also adhere to any other security requirements identified in the NAMG. Entity shall use reasonable efforts to limit access to the Curriculum to those of its Students enrolled in the Program.
- 6.5 Compensation and Benefits.** Notwithstanding anything to the contrary herein, Entity is solely liable for any costs or expenses it incurs because of the Program. Cisco has no liability for such expenses. Further, Cisco shall have no liability for any compensation or benefits claim made by or on behalf of Entity instructors or other personnel.
- 6.6 Confidentiality.** Entity shall not disclose Confidential Information to any third party or use Confidential Information for any purpose except as necessary to perform in accordance with this Agreement or as otherwise approved by Cisco in writing. Entity shall have no obligation to protect as confidential any information which (i) was legally in its possession or known to Entity without any obligation of confidentiality prior to receiving it from Cisco; (ii) is or subsequently becomes legally and publicly available without breach of this Agreement; (iii) is legally obtained by Entity from a third party source without any obligation of confidentiality; or (iv) is developed by or for Entity without use of the Confidential Information and such independent development can be documented. Entity may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that Entity provides to Cisco: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

#### Misrepresentation Warranty

Entity shall not make any warranty, representation, or commitment concerning the Program, whether written or oral, on Cisco's behalf except as expressly set forth herein.

#### Compliance with Laws

Entity represents and warrants that all licenses, permissions, authorizations or consents of governmental officials necessary for the Entity to perform hereunder have been obtained or will be obtained before Entity participates in the Program or delivers the Course Material to Students. Without limiting the foregoing, Entity represents and warrants that its policies for soliciting, collecting, storing, and forwarding of any personal data comply with local laws and regulations. Entity shall not distribute, including forwarding to Cisco, any personal data in violation of any laws or regulations and will immediately notify Cisco of any request from Cisco it reasonably believes to violate such laws or regulations. Entity shall perform under the Program, at its own expense, in compliance with all applicable laws, regulations and ordinances.

#### Program websites and Data Protection

This clause governs Entity's use of any Program websites, including Cisco NetSpace, and treatment of personal data, including Entity's obligations to protect the personal privacy of its employees, students, instructors, administrators, or any other Program participants.

9.1 By accepting this Agreement, Entity represents that it has read and agrees to comply with Cisco Networking Academy Privacy Policy located at <http://www.cisco.com/web/siteassets/legal/privacy.html>, and to ensure that its employees, agents, students, instructors, administrators, or any other Program participants also comply with that policy.

9.2 Individual users and Entity administrators have ultimate control over the collection and publication of personal data. If the Entity's own policies or agreements conflict with this Agreement, this Agreement shall control. Therefore, the possibility exists that a person's disclosure of personal data to Cisco NetSpace will supersede the Entity's own disclosure practices and/or policies.

9.3 During the term of this Agreement, Cisco may provide Entity with access to personal data in connection with the Program. Entity shall implement and maintain all appropriate technical, physical and organizational security measures as needed to protect that personal data. Entity acknowledges that it is not permitted to use that personal data except for the limited purpose in connection with this Agreement. In addition, Entity represents it will not transfer or process that personal data outside of the jurisdiction in which that personal data has been made available to Entity by Cisco.

9.4 With respect to any other personal data, Entity shall obtain any necessary consent to solicit, collect, store, forward, or allow access of any type to any personal data (whether of employees, agents, students, instructors, administrators, or any other Program participants or otherwise), including the transfer of such information to the United States and/or another country outside the European Economic Area. Entity shall maintain proof of consent in a legally acceptable format in the relevant jurisdiction and shall provide such proof of consent to Cisco upon reasonable demand. In addition, Entity agrees to comply with its obligations as data controller under applicable laws and regulations.

9.5 To the maximum extent permitted by law, Entity shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of any breach of applicable laws relating to the treatment of personal data, including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal data.

#### No Warranty

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CISCO PROVIDES ALL COURSE MATERIALS, SERVICES, WEBSITES OR OTHER DELIVERABLES HEREUNDER "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

#### Limitation of Liability

Cisco's entire liability and Entity's sole and exclusive remedy for any claims arising out of or relating to the Program are as follows: EXCEPT AS PROHIBITED BY APPLICABLE LAW, ALL LIABILITY OF CISCO OR ITS SUPPLIERS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN ALL SITUATIONS INVOLVING CLAIMS ASSOCIATED WITH THE COURSE MATERIAL, ENTITY'S SOLE AND EXCLUSIVE REMEDY IS THE CORRECTION OR REPLACEMENT OF THE COURSE MATERIAL BY CISCO, AT CISCO'S SOLE DISCRETION.

#### Exclusion of Damages

IN NO EVENT SHALL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PROGRAM OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CISCO WILL NOT BE LIABLE TO ENTITY BASED ON ANY THIRD PARTY CLAIM. Nothing in this Agreement shall limit or exclude Cisco's liability for the tort of deceit, for personal injury or death caused by its negligence or for any other liability to the extent that it cannot be excluded or limited under applicable law.

#### General Provisions

**13.1 Force Majeure.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, wars, fires, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

**13.2 Export, Re-Export, And Transfer Controls.** Entity agrees to comply with applicable laws or regulations governing export, re-export, and transfer related to the performance of this Agreement and shall obtain all required U.S. and local authorizations, permits, or licenses. Cisco and Entity agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with U.S. export, re-export, transfer, and use laws is located at: [http://www.cisco.com/ww/export/compliance\\_provision.html](http://www.cisco.com/ww/export/compliance_provision.html).

**13.3 Waiver.** No waiver of any right or remedy on one occasion by either party shall constitute a subsequent waiver of such right or remedy on any other occasion.

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**13.5 Sales Tax Liability.** Entity shall be responsible for all sales, VAT or use tax liability associated with the delivery of any training, services or products hereunder.

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- 1) Delivered personally;
- 2) Sent by confirmed telex or facsimile (followed by the actual document in a separate courier);
- 3) Three (3) days have passed since notice was sent by registered or certified mail, return receipt requested, postage prepaid; or
- 4) One (1) day has passed since deposit with a commercial express courier specifying next-day delivery, with written verification of receipt.

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**13.9 Applicable Law.** The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of California, United States of America, as if performed wholly within the State and without giving effect to principles of conflicts of laws. The Parties specifically agree to the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation and enforcement of this Agreement.

**13.10 Headings.** The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

**13.11 Modification of Agreement.** Except as expressly set forth herein, this Agreement may only be modified by a written document signed by the Parties' authorized representatives (in the case of Cisco, an authorized representative must be a Director).

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Principal  
Bhubaneswar 751004

**13.12 Previous Communications and Agreements.** This Agreement is the complete agreement between the Parties concerning the subject matter hereof and replaces any prior Program-related oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated by reference herein.

**13.13 Survival of Terms.** All definitions shall survive any termination or expiration of this Agreement, as do the following: Sections 4 (Term and Termination), 6.5 (Compensation and Benefits), 6.6 (Confidentiality), 8 (Compliance with Laws), 9 (Program websites and Data Protection), 10 (No Warranty), 11 (Limitation of Liability), 12 (Exclusion of Damages), 13 (General). For the avoidance of doubt, expiration or termination of this Agreement shall not affect any separate purchase, license or support agreement in effect between the Parties or their related entities.

Cisco Networking Academy ITC Membership Agreement/ June 2014

institution-id: 3054803  
Institution Legal Name: Trident Academy of Creative Technology (TACT)  
city-name: Bhubaneswar  
state-name: Odisha  
Country/Region \*: India  
agreement-accepted-date: 2017-03-08  
First Name: SHUBHAJIT  
Last Name: JAGADEV  
Email: shubhajit@tat.ac.in  
Title: Head, ASC

**Back**

Membership Guide

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**Trident Academy of Technology**  
**Bhubaneswar-751024**



**TRIDENT**  

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**ACADEMY OF  
TECHNOLOGY**

### UiPath Academic Alliance Program Agreement

This Agreement is entered by and between the following parties for the purpose of entering into the UiPath Academic Alliance Program.

- (A) **UiPath SRL**, a company registered under the laws of Romania and having its registered office at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, Bucharest 010639, Romania (hereinafter referred to as "**UiPath**") which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns); and
- (B) **Trident Academy of Technology**, an *Autonomous College* registered under Indian law and having its registered address at F-2, Technology Corridor, Near Infocity, Patia, Bhubaneswar, Odisha, 751024, India (hereinafter referred to as the "**Partner**") which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns)

Both **UiPath** and the **Partner** shall individually be referred to as "Party" and jointly as "Parties".

#### 1. DEFINITIONS

- 1.1. "**Academic Alliance Program**" means the program developed by UiPath whereby UiPath enters into partnerships with universities, educational institutes, high schools or governmental educational authorities for the purpose of raising awareness, promoting and providing resources for enabling robotic process automation software courses, trainings and any other educational programs.
- 1.2. "**Courses**" means the courses made available by the Partner, which may include access to the UiPath Academy website and related Teaching Resources;
- 1.3. "**UiPath Community Edition Platform**" means the free version of the UiPath RPA Platform, that may be used by the Partner for the purpose of delivering the Courses, subject to the terms set out herein;
- 1.4. "**Qualified Educators**" means an individual employed by, or collaborator of, the Partner who has successfully completed the qualification requirements stated in this Agreement;
- 1.5. "**Student**" means any individual enrolled in a Course, including full time or part time students and continuing education students of the Partner;
- 1.6. "**Logo**" means the UiPath Academic Alliance Program logo and/or trademark;
- 1.7. "**Teaching Resources**" means the teaching, training, evaluation and other materials that UiPath makes available to the Partner in electronic or hard copy formats to be used by the Partner in providing the Courses;
- 1.8. "**Term**" has the meaning specified in Section 7 of this Agreement.
- 1.9. "**UiPath Academy**" means the platform available at the following web address <https://www.uipath.com/rpa/academy> and subject to the terms set out therein;
- 1.10. "**UiPath RPA Platform**" means the suite of software components (UiPath Studio, UiPath Orchestrator, UiPath Robot) and UiPath Activities (meaning any software templates for automation projects) and other software, made available or published by UiPath and licensed to the Partner under this Agreement, including Manuals, together with all improvements.

All capitalized terms not otherwise defined here will have the meaning specified in the UiPath Community Terms.

#### 2. LICENSE GRANTS

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**Trident Academy of Technology**  
**Bhubaneswar-751024**

- 2.1. The UiPath Community Edition Platform may be used subject to the terms located at the following web address: <https://www.uipath.com/developers/community-edition/license-agreement> (or successor website) (the "UiPath Community Terms"). The UiPath Community Terms are incorporated herein by reference, provided that if there is any inconsistency between such terms and any terms of this Agreement, this Agreement shall prevail.
- 2.2. Subject to the terms of this Agreement, UiPath hereby grants to Partner a limited, non-exclusive, non-transferable, and non-sublicensable license during the Term to: (i) deliver the Courses to Students; (ii) reproduce a reasonable number of copies of the Teaching Resources for use in providing Services subject to any restrictions in the UiPath Community Edition Terms; and (iii) display and internally distribute the UiPath Teaching Resources to Students taking the Courses, provided that such resources retain all proprietary markings of UiPath. Subject to this license, the Partner may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in non-production environments. The Partner retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from the Partner's use of the UiPath Community Edition Platform, in accordance with this Agreement.
- 2.3. UiPath acknowledges that each Student may individually download the UiPath Community Edition Platform subject to the UiPath Community Terms.

3. **FEES AND TAXES.** UiPath does not charge any license fees in connection to the Academic Alliance program under this Agreement

4. **PUBLICITY.**

- 4.1. The Partner authorizes UiPath to publicly identify the Partner as a partner in the Academic Alliances Program and include the Partner's name and logo on the UiPath's website and other promotional and marketing materials. The Partner is authorized to use UiPath's trademarks and logos as provided in the Teaching Materials for the delivery of the Courses and to identify UiPath as a partner within the Academic Alliance Program.
- 4.2. UiPath authorizes the Partner to use the Logo subject to the guidelines attached hereto in Exhibit B.

5. **QUALIFIED EDUCATORS.** The Partner shall ensure that the Qualified Educators meet the following qualification criteria:

- a) participate in and complete readiness curriculum provided by UiPath with exercises and projects to prepare for initial class delivery. The curriculum may include self-learning courses, study material, page-turn sessions, in-person or live workshops. The goal is for the Qualified Educators to be very familiar and confident to deliver the classes to the students.
- b) keep up-to-date with different courses or documents provided as a part of the Academic Alliance Program or Qualified Educator community from time to time, especially after UiPath releases a new update or version of the UiPath RPA Platform.

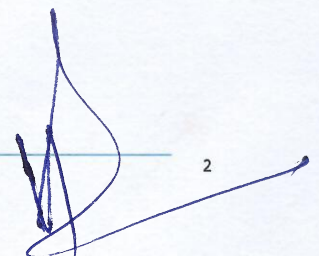
6. **COVENANTS.** The Partner agrees that:

- a) it shall assign and identify at least one, but preferably two Qualified Educators on staff who will learn, develop expertise and deliver the Courses to the Students. UiPath is not, in any event, responsible for providing personnel to the Partner in connection with the Courses;
- b) it shall run at least one full Course in a calendar year for regular, enrolled Students; and
- c) it shall be solely responsible for fulfilling the terms of any agreement between the Partner and its Qualified Educators, and UiPath shall not be obligated to perform, or be deemed liable for the Partner's nonperformance of, any of the Partner's obligations thereunder.

7. **COURSES.**

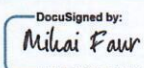
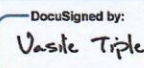
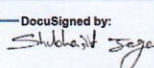
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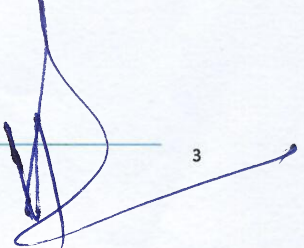


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**Bhubaneswar-751024**

- 7.1. The Partner represents that the Courses' number, structure, duration and other relevant information is accurately set out in the Exhibit A of this Agreement.
- 7.2. The Partner shall be responsible for the following with respect to the Courses:
- The Partner shall deliver the Courses to the quality standards and in accordance with all other requirements stated in this Agreement;
  - The Partner agrees to provide UiPath with periodic reports concerning the Partner's compliance with the terms and conditions specified in this Agreement. Such reports may include, but are not limited to, providing UiPath the name of the Partner's class(es) and the number of students enrolled in each class;
  - The Partner agrees to actively promote the Courses. Such promotion may include course catalogues, school web site and the like or more active promotion such email notifications to students.
8. **TERM & TERMINATION.** This Agreement is effective on the date the last Party signs ("Effective Date") and shall be effective for two (2) years from the Effective Date, subject to one (1) year automatic renewals and unless earlier terminated by either Party with a 60 (sixty) days prior written notice. UiPath can terminate the UiPath Community Edition Platform access, website or any service immediately as part of a general shut down of UiPath service. All rights granted under this Agreement shall terminate immediately on the effective date of termination of this Agreement.
9. **EXPORT.** Notwithstanding anything from the above, each Party acknowledges that the UiPath Enterprise RPA Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and reexport of the UiPath Enterprise RPA Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the UiPath Enterprise RPA Platform (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.
10. **CONSENTS.** The Partner undertakes to obtain all relevant consents required under the applicable laws in order for the Partner and UiPath to be able to monitor the progress of the Students using the UiPath Community Edition Platform and for the Students to register on the UiPath website. For the avoidance of any doubt, the Partner will obtain the parental consent for the Students for which such consent is necessary in accordance with the local applicable laws.

Signatures		
<b>UiPath Inc.</b>	<b>UiPath SRL</b>	<b>Trident Academy of Technology</b>
Address: 90 Park Ave 20th floor, New York, NY 10016, USA	Address: 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, Bucharest	Address-F-2, Technology Corridor, Near Infocity, Patia, Bhubaneswar, Odisha, 751024, India
By: Mihai Faur	By: Vasile Tiple	By: Shubajit Jagadev
Title: Chief Financial Officer	Title: General Counsel	Title: Associate Director
Authorized Signature:  DocuSigned by: Mihai Faur A33CEA558A0A4A9...	Authorized Signature:  DocuSigned by: Vasile Tiple FC08D417BB4F462...	Authorized Signature:  DocuSigned by: Shubajit Jagadev C548C86D21114D1...
Date: 1/10/2019	Date: 1/9/2019	Date: 1/9/2019

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**EXHIBIT A**  
Courses

<b>Course Title</b>	<b>Robotic Process Automation Design &amp; Development</b>
<b>Abstract/Course Overview:</b>	This course aims at providing knowledge of basic concepts of Robotic Process Automation to University students. It further builds on these concepts and introduces key RPA Design and Development strategies and methodologies specifically in context of UiPath products. The student undergoing the course shall develop the competence to design and develop a robot for a defined process.
<b>Course Level:</b>	201
<b>Duration:</b>	One Semester – Approximately 60 hrs of content in the form of Lecture, Lab and Demos
<b>Delivery:</b>	Self-learning via portal and / or Formal Class room sessions
<b>Course Outcome:</b>	<ul style="list-style-type: none"> <li>• Learn the basic concepts of Robotic Process Automation;</li> <li>• Understand processes which can be automated, associated business documentation basics, RPA journey of an organization;</li> <li>• Develop familiarity and deep understanding of UiPath tools;</li> <li>• Develop ability to independently design and create robots for business processes;</li> <li>• Learn the business best practices;</li> </ul>
<b>Student Profile:</b>	This course is intended for University Engineering students who want to acquire the skills of designing and developing robots for process automation
<b>Adoption Model</b>	Integration to University curriculum
<b>R Required Prior Knowledge</b>	<p>Required:</p> <ul style="list-style-type: none"> <li>• Students should have successfully completed computer programming 101 level course.</li> </ul> <p>Good to Have (Not mandatory but shall accelerate the learning):</p> <ul style="list-style-type: none"> <li>• Lean six sigma;</li> <li>• .Net, VB, C#, JavaScript, HTML, SQL queries;</li> <li>• Knowledge of key terminologies (OCR, Process flow, Exception handling, Bots, Algorithms).</li> </ul>

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EXHIBIT B



# Logo Usage Guideline

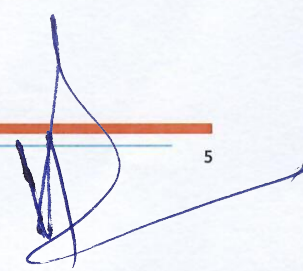
UiPath authorizes the Partner to use the UiPath Academic Alliance Logo subject to the following conditions:

- not use the Logo with objectionable material (for example, material that is defamatory, scandalous, pornographic or illegal) or create derivative works based on the Logo.
- use the Logo only in the manner, for the purpose, and in the media stated in contractual agreement.
- the Logo should never be locked up with any other logo of either universities or other partner's logo.
- include the legend, "®" or "™", as appropriate next to the Logo.
- not change or alter the Logo in any way, combine it with any other trademark, or use it with any other word, design, logo or other element, unless permitted in writing by UiPath.
- not use the UiPath corporate logo with the "Academic Alliance" description unless formally approved for specific activity.
- not use the Logo in a manner that suggests your product or service is provided under the Logo of, or by, UiPath.

UiPath may revoke the rights in this section at any time either without cause in its sole discretion.



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Memorandum of Understanding (MoU)

L 270531

Between

NASSCOM Foundation

and

Trident Academy of Technology, Bhubaneswar

For the thingQbator Program

This Memorandum of Understanding is made at Delhi on 1st day of August 2019.

**BETWEEN**

**NASSCOM Foundation**, a trust registered under the Indian Trust Act 1882, whose vision is to leverage Information and Communication Technologies (ICT) for empowering and transforming the lives of the underserved. It runs various programs to take a multipronged approach to development through technology - gives a platform for visibility to the NGOs and social impact organizations, helps companies to learn and implement CSR projects, a Social innovation forum, hereinafter referred to as "NF" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the First Part.

**AND**

**Trident Academy of Technology** located at Bhubaneswar, Odisha (India) hereinafter referred to as "TAT" or "the University" (which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the Second Part,

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Bhubaneswar

NF and TAT are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, NASSCOM Foundation has agreed to partner with TAT, for the conduct of the Cisco thingQbator program ("thingQbator") at the University (project details as per annexure 1). Cisco thingQbator is a Cisco funded program for skill and entrepreneurship development of young people in India under its CSR Mandate and implemented by the NASSCOM Foundation through its authorised partners.

AND WHEREAS this is a non-financial MOU and both the parties shall incur their part of expenses for the roles and responsibilities as enumerated on their part elsewhere in the MOU. Both the parties shall not be liable to the other party for any reimbursement of expenses. NASSCOM Foundation is funding the program costs based on the CSR grants received from CISCO whereas University shall be responsible to cater to its own budget of expenses.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### 1. Introduction

thingQbator is a CISCO funded program for the skill development of young people in India under its CSR Mandate and the expectations are that thingQbator will help the beneficiaries also develop their entrepreneurship skills. The program will be implemented by NASSCOM Foundation.

#### 2. The University Responsibilities:

- 2.1. Shall nominate /Identify executive sponsor, Director/ HoD, as the SPOC, with adequate accountability and responsibility to be the executive face of the program in the university. This person must attend monthly review call with NF for updates and assessments of the program. This person shall ideally be a member of the university faculty.
- 2.2. Coordinate with existing student body which will take care of the following activities in the program:
  - **Evangelism/ Outreach** - Going out and talking about the space, bringing people in, conducting workshops outside in the community
  - **Communication** - Sharing with the world what is happening in the space
  - **Event Management** - Planning & Coordinating in-person & Virtual Events with the MMs such as Technical Workshops, Design Thinking & Ideation Sessions, Hackathons, Hackdays and Peer Demo Days
  - **Inventory Management** - Continuously Document Materials provided to Cohort Members, Updating Delivery of new items, Collating Local Purchase Requirements for MMs

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- **Impact Reporting** - Collecting & Uploading info needed like footfall, photos, milestones, outreach etc
  - **Debugging** - Helping local makers find solutions to day to day tech problems
  - **Keyholding**- Responsible for keeping the space open and accessible
  - **Partner Relations** - Sharing info and Conferring with the University
  - **Treasury** - Handling money and Reporting Expenses/Revenue
  - **Fundraising** - Raise funds for projects, events, competitions
- 2.3. Shall allocate a full time Lab Admin to help manage makerspace operations such as makerspace access, attendance, equipment inventory and takes care of day to day operations along with the Makerspace Manager. The JD for the Lab Admin is in annexure-III. The salary of the Lab Admin shall be paid by the University.
- 2.4. Shall support with publicity of the Program through the University website.
- 2.5. Shall encourage the Program in a manner so that students selected for the Program will take part in the program on a voluntary basis with flexible timings.
- 2.6. Shall make available the infrastructure and value added services (including IT infrastructure, applications and connectivity) required to run the Program on its own cost. The details of such infrastructure to be provided is detailed at Annexure II to this MOU.
- 2.7. Shall provide all the support services and facilities to NF and its Partners during the conduct of the said Program.
- 2.8. Shall coordinate with NF and its Partners and facilitate the conduct of events and other engagement programs as per shared plan.
- 2.9. Provide lodging, wherever required to NF and its Partners during the course of the MOU period as per reasonable standards. (The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.)

### 3. NF Responsibilities:

- 3.1. Ensure the set up the virtual thingQbator space in the space provided in the University in accordance with the description in (Annexure I)
- 3.2. NASSCOM Foundation will implement the program and will be in direct liaison with the Makerspace manager and lab admin.
- 3.2.1. NASSCOM Foundation will appoint the above mentioned Makerspace Manager.
- 3.2.2. University's single point of contact (SPOC) will be in direct liaison with NF, Cisco and its partners and broader ecosystem for program operations and ecosystem development.
- 3.3. Will be responsible for the overall execution of the program along the lines described in Annexure 1 and also for collecting and collating program related data from the University for submission to Cisco.

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3.4. Run the Cisco thingQbator virtual makerspace and manage the program for the year. This would include

- 3.4.1. Operate program for theyear,
- 3.4.2. Running the makerspace over 1 year
- 3.4.3. Running training programs to acquaint participants with IoT technologies
- 3.4.4. Together with the university counterpart - organize events, demo days, tech talks, and hackathons
- 3.4.5. Perform knowledge transfer to train university personnel for ongoing sustainable operations
- 3.4.6. Identify themes for targeted innovation with inputs from our government partners and experts

3.5. Will enrol students into the program after the due selection

3.6. Will conduct training programs and hands on workshops for participating students over the course of the program

3.7. Will setup a Student Body who will take up makerspace operations of the program

3.8. Will conduct regular meetings with SPOC and Cisco and partners – physical and telephonic for governance and project updates.

3.9. Will keep the university informed of any changes in the program plan

#### 4. Other Terms & Conditions for Engagement

The following are other terms and conditions of engagement:

4.1. NASSCOM Foundation signs a MOU with the partner university, connecting it to the E-cell or the Incubation center of that University.

4.1.1. Awareness campaigns are launched for students of that university about the program and interested students apply to the program through an idea submission portal.

4.1.2. A competent jury set up by NASSCOM Foundation reviews the ideas submitted by students from all partner universities.

4.1.3. Best 150 ideas across all universities are selected and given a place in the cohort for mentoring.

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4.1.4. Students will work on their technology & business plan and present it via a peer review where the top 75 teams are selected by NF through a process of stack ranking.

4.2. Cohort teams or students owning the selected ideas have access to:

4.2.1. Series of live workshops and webinars to learn new technology, resolve their problems and enable their progress in their projects.

4.2.2. Hard touch mentoring via WebEx video conferencing and collaboration tool

- Maker Experts from NASSCOM Foundation for regular guidance & catchup
- High Quality Industry Experts for domain specific requirements
- Access to Cisco engineers and executives as mentors

4.2.3. Provision of lab-type space for project work

4.2.4. Access to Cloud Hosting Services and IoT hardware (Sensors, Transceivers etc)

4.2.5. Prototype Manufacturing Services (PCBA, 3D Printing etc)

4.3. At the end of the program, top 10 teams are selected through a process of stack ranking, elimination and demo days.

4.4. The selected teams are provided financial support and connected with an Incubation center recognised by the Government to continue their journey towards becoming a start-up.

4.5. The final decision on the selection of candidates to be admitted in the cohort shall lie with NASSCOM Foundation.

4.6. Eliminations: Students who show a lack of interest, engagement or progress in the program would be eliminated from the cohort on a monthly basis and replaced by others who will be selected at NASSCOM Foundation's discretion.

4.7. Terms of engagement: This MoU is valid from 1<sup>st</sup> of December 2020 to 30<sup>th</sup> November 2021, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Training Fees: The University, NF and Partners will not charge any amount on whatsoever account/name from the students in relation to the Program

4.9. Limitations and Warranties: Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

4.10. Termination: In case the parties to this MoU commit any breach of the terms and conditions of this MoU or violates any statutory provisions or any Government or statutory

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guidelines or any guidelines issued by the controlling authority, then, in addition to any other remedy available as per law, the other parties shall have the right to terminate this agreement by serving at least 15 days' written notice to the other parties. However, on such termination, all the parties shall continue to be liable to each other for completion of their mutual rights and obligations under this MoU, which were there on the date of the termination of this agreement. Both parties in the MoU reserve the right to terminate the MoU with one-month prior notice if in their opinion the project is not being implemented as per the MoU or the specific aims.

4.11. Branding: Both parties shall not use the name and brand of other party or even that of Cisco in any advertisement or make any public announcement without the prior written approval of the respective party whose name is intended to be used in any advertisement or branding.

4.12. Operational Responsibilities:

The cohort operations will be managed by the student body, appointed by NF to carry out the following roles:

1. Treasurer - Handle money / budget, report expenses
2. Fundraiser - Raise funds for projects, events, ops
3. Inventory management & materials replenishment
4. Event organiser - Organises events
5. Evangelism/ Outreach - Go out and talk about the space, bring people in, plan workshops outside in the community
6. Impact/Data person - Collects info needed like footfall, milestones, outreach etc.
7. Debugger - Helps others find solutions to day to day tech problems
8. Communication & Social Media - Shares with the world what is happening in the space
9. Keyholders - Responsible for keeping the space open
10. University relations - Talks and shares info with university

**Students will be responsible for appointing the student body for the following year**

4.13. Assets Ownership:

The assets provided in thingQbator Makerspace shall belong to NASSCOM Foundation and shall be moved out of the University, if NASSCOM Foundation decides to discontinue its engagement with the University in the Program. The University, however, can continue to retain the Makerspace assets for the next 4 years if:

- it agrees to sustain the program without any funding support from NASSCOM Foundation;
- it agrees to maintain the brand name of the program as Cisco thingQbator;
- it agrees to follow the same processes and operational activities of cohorts as demonstrated in year 1;
- it agrees to a monthly engagement of NASSCOM Foundation with the students of cohorts;

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- it agrees to facilitate the participation of students from cohorts in events organized by NASSCOM Foundation and Cisco;
- it agrees to engage with the outreach activities;

The performance of University on the above points will be monitored by NASSCOM Foundation regularly. The program will be allowed to continue only on satisfactory assessment of the performance of University on the above points by NASSCOM Foundation

## 5. General terms

- 5.1. **Indemnification:** Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.
- 5.2. Any claim, compensation, case initiated by any student against NASSCOM Foundation/ Cisco in relation to the Program due to any acts or omissions of University and/or Implementation partner shall be defended and contested by the University and Implementation Partner at their sole expenses and cost keeping NASSCOM Foundation /Cisco indemnified from the same.
- 5.3. **Waiver:** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either Party of its right to terminate this MOU or to enforce any provision of this MOU for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.
- 5.4. **Severability:** If any section or paragraph, or part thereof, of this MOU or any document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of this MOU, then it is the intention of the Parties that the remainder of the MOU, or any document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this MOU to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the MOU, or enter into suitable amendatory or supplementary MOUs, as will best preserve for the Parties the benefits and obligations under such provision.
- 5.5. **Amendment of MOU:** The terms and conditions contained in this MOU may be amended or modified only with the mutual consent in writing of both Parties.

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5.6. **Relationship:** The relationship between the Parties is that of principal to principal. Nothing in this MOU shall be taken as constituting a Party an employee or agent of the other Party. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them.

**6. Limitation of Liability:**

6.1. Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

**7. Intellectual Property Rights**

7.1. Neither Party shall be entitled to use the trademarks, logos or any intellectual property belonging to the other Party and its affiliates in any manner without prior written approval from the other Party. The ownership of all proprietary rights in relation to ideas / products developed created, in the maker labs will lie with the creator/creators of the said property.

**8. Notices:**

8.1. Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

**9. Force Majeure:**

9.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

9.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force.Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

**10. Governing Law and Jurisdiction:**

This agreement shall be governed by the laws of India and the parties to this MoU hereby agree that the Courts at Delhi shall have exclusive jurisdiction to try any dispute or difference arising

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between the parties out of this MoU and the parties further agree that no other Courts shall have jurisdiction to decide any dispute between the parties, arising out of this agreement.

IN WITNESS WHEREOF, to show their assent, the duly authorized representatives of the parties hereto have signed the MoU and set their seals as below: -

**Party of the First Part**

**For NASSCOM Foundation**

Stamp of the Party :



Signature of Authorised Signatory:

Name of Authorised Signatory :

**Ashok Pamidi**


Designation:

**Chief Executive Officer  
NASSCOM Foundation**

**Witness**

Signature of Witness :

Name of Witness :

  
**Inbakumar Joshua**  
**Makerspace Operations**  
**NASSCOM Foundation**

**Party of the Second Part**

**For Trident Academy of Technology**

Stamp of the Party:

Signature of Authorised Signatory :

Name of Authorised Signatory :

  
**Dr. B. B. Panigrahi**  
**Chief Mentor**  
**Trident Group of Institutions**


Designation :

**Chief Mentor**  
**Trident Group of Institutions**

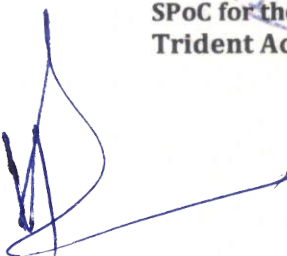
**Witness**

Signature of Witness :

Name of the Witness :

  
**Dr. Abhaya Kumar Samal**  
**Professor (CSE), Dean (Project & Consultancy)**  
**SPOC for the Cisco-thingQbator at TAT**  
**Trident Academy of Technology**

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## Annexure 1

### About thingQbator

As a part of its CSR initiatives Cisco Systems has decided to set up network of “thingQbator” makerspaces in Indian universities to further digital skills development and entrepreneurship enablement in these student communities. Cisco has chosen NASSCOM Foundation as the grantee and implementation agency for this program in FY 2019.

The thingQbator program is conceived as makerspace and incubator for IoT ideas coming from the student community in the host universities. With the central belief that none of us is smarter than all of us, the aim is to create a space and a program where university students could work together with like-minded colleagues, get exposure to the latest IoT technology - and turn their ideas into working prototypes in an environment that encourages a hands-on culture.

Cisco/ University can partner with specific government departments/ministries for providing project themes, problem statements, expert talks for the cohort participants. NF may have to work with Cisco and government officials on these as needed.

### Guiding Principles

1. **Geek Playground** – the elements of community and fun are central to the design of the thingQbator makerspace. The idea is to have a space where experimentation and exploration is encouraged and celebrated.
2. **High tolerance for failure** – We believe that to get the most of the innovative energy of the participants, the space has to encourage out of the box thinking. Acceptance of failure as a possible outcome is key to achieve that.
3. **Rapid prototyping** – high tolerance for failure is only possible if we manage the cost of failure i.e. reduce it to such an extent that it does not matter. Rapid prototyping is a key tool to achieve that objective.
4. **Community ownership** – to maintain an informal and fun atmosphere we believe that the makerspace has to be ‘for the makers and by the makers’. In that regard we advocate a model where the student community has a strong say in operations of the makerspace with faculty and university management playing the role of mentors and overseeing operations.
5. **Open environment and Interdisciplinary collaboration** – The makerspace should be so located and designed that it is accessible to the community (ideally 24/7) so that the voluntary participants can use it whenever it is convenient for them.
6. **Global community with operational autonomy** – In that sense every “thingQbator” is meant to be an autonomous entity as far as day to day operations go and are encouraged to evolve their own process while benefitting from membership of a global community and from the operational experience of their peers

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**Bhubaneswar-751024**



- 7. Intellectual Property belongs to Innovators** –NASSCOM Foundation or Cisco does not make any claim on the IP developed by the participants of “thingQbator” and wishes to work with partner universities who believe in the same.

**Basics**

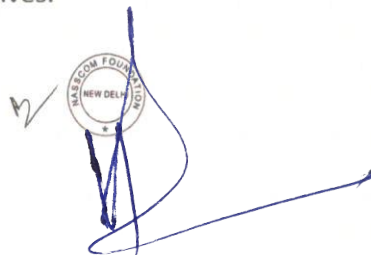
- **Makerspace** – the makerspace is the central aspect of the thingQbator program. The makerspace is typically an enclosed physical space (1000+ sqft) equipped with the latest IoT technologies
- **Program** – as part of the thingQbator program a rotating cohort of about ~80 engineers joins the program. Over the course of the cohort, they get 24/7 access to the makerspace and all the equipment and tools therein as well as mentorship and training. The cohort culminates with a demo-day wherein decisions are made on how to proceed with the prototypes built by the cohort.
- **Community** – building a community of IoT enthusiasts, developers, designers and mentors is one of the key intents as well as outcomes of thingQbator. The makerspace is a physical manifestation of the community, as in a space where they can meet, brainstorm and build.

**Innovation Lifecycle**

**Cohort model to encourage rapid prototyping** – We advocate a cohort model wherein a group of participants (depending on the size of the cohort and the interest levels in the community) join the program every year (to coincide with the University’s academic calendar). Over the course of the cohort, the participants are given unlimited access to the makerspace and the equipment therein, together with mentorship and training to help them turn their ideas into working prototypes. The following is an illustration of how the Cohort Mode may work in the “construct of thingQbator”

- **Idea generation** – In this phase an idea portal is used by prospective participants to solicit interest from prospective participants. Typically, participants apply as a team and with an idea that they want to prototype. It is usually good to have teams which have a good mix of technical, design and business skills (or interests). There might be people who are interested in IoT and digital, but don’t think they have an idea they feel strongly about. There also might be domain experts who have a great idea but need a team to execute on it. In these cases, the organizers may facilitate the formation of teams by way of mixers. Based on the response, the organizers can then apply some kind of selection process to whittle down the list of applicants to a manageable cohort size for their facility
- **Idea to prototype** - over the course of the cohort, participants have unlimited access to the makerspace as well as mentoring and training that the organizers help arranging. The stress is on getting to a minimum viable prototype that can be tested with a user group in the duration of the cohort.
- **Demo Day** – The cohort culminates with a demo day where the participants present the result of their efforts to high level stakeholders of the program – including University and Cisco representatives.

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- After the Demo Day
  - Teams that feel they need to further refine their prototype can apply for the program again
  - Teams whose prototypes are well received in the demo day and beyond and who feel that it is something that they can take up as a startup business themselves can continue to use the facilities of the makerspace to refine their prototype
  - The intent is to tie up with existing startup incubators, venture capital and local Cisco initiatives, where the participants can pursue their startup idea further

### Scope of Work

1. Makerspace Preparation: Work with the University representatives to Scope out Civil works (space preparation, electrical and network cabling, furniture and fixture, passive etc.)
2. Makerspace setup
  - a. Cisco equipment as a part of this setup will include
    - i. Lab networking
    - ii. Collaboration video endpoint
    - iii. IoT gateways
    - iv. IoT platforms
    - v. Access to hosted platforms
  - b. Third party equipment will include
    - i. Development boards
    - ii. Sensors and actuators
    - iii. Electronic components
    - iv. Soldering and rework tools
    - v. 3D printer
    - vi. other misc. kits
  - c. Unpack, perform inventory, Sort, label and store based on categories as defined in the makerspace setup guide
3. Conduct thingQbator launch event in partnership with the university for formal opening and to generate awareness using a standard launch plan template
  - a. Together with Cisco, NASSCOM Foundation and University representatives finalize on list of dignitaries, dates and venue (November 2020)
  - b. Create and execute to a communication plan to create awareness
  - c. Arrange logistics together with University
4. Conduct the cohort for the thingQbator makerspace together with the university
  - a. Open Applications to the cohort, for participants to apply in a team of 2-4 with an idea they want to build on
  - b. Shortlist ideas based on clearly defined selection criteria
  - c. Monitor participants progress in their respective projects, connect participants to relevant mentors in University/Cisco/others
  - d. Organize regular weekly meetups where all participants can come together, share progress and share concerns

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- e. Organize tech talks bringing in subject matter experts in the university ecosystem. Record and upload tech talks
  - f. Organize training workshops across the duration of the cohort over WebEx
  - g. Organized final demo day at the end of the cohort.
  - h. Organize mid cohort demo day at the culmination of the mid cohort hackathon – ensure relevant guests are present
  - i. Replenish makerspace with components/consumables required (to the tune of \$500/ month), using recommended procurement methods, and well documented receipts.
  - j. Maintain and manage inventory of the makerspace using some kind of inventory management system. Conduct complete inventory reviews once every 3 months.
5. Work with university SPOC to seamlessly transition operations of the makerspace to the University at the end of 1-year period
- a. Provide adequate documentation of processes in the form of makerspace operations guidebook
6. Monitor and report metrics of training programs to University and Cisco



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## Annexure II

### Job Description – thingQbator Lab Admin

The thingQbator Lab Admin (TLA) plays a supportive role at the thingQbator, to assist the thingQbator Manager (MM) and the students in day-to-day running of the thingQbator, and manage specific logistics and information requirements.

### Roles/responsibilities of Lab admin

- Procurement of local purchase of materials within the city, based on the requirements of student projects.
- Overseeing and ensuring cleanliness and safety at the thingQbator, through the cleaning staff, and regular maintenance of tools and equipment.
- Recording the attendance of participants daily, and compiling at the end of the week.
- Recording and managing other local participant or thingQbator files, reports and documentation.
- Managing local printing, and other miscellaneous requirements as may come up during events.
- Updating and managing Inventory Excel Sheet when new inventory is received or current inventory is used up.
- Keeping the thingQbator open in the short-term absence of Makerspace Manager.
- Learning and understanding the basic working and safety standards of thingQbator tools, to assist students during the course of the year, and for managing/procuring equipment as and when needed.

### Skills required

- Basic English proficiency in reading, writing and speaking
- Basic knowledge of computers
- Knowledge of Office applications, CAD software, Google apps, etc. is a bonus.
- Interested in learning new concepts and technology

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Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob: 9861006174

F 021073

## MEMORANDUM OF UNDERSTANDING

Centre for Development of Advanced Computing(C-DAC), India

*In an Understanding*

*With*

**TRIDENT ACADEMY OF TECHNOLOGY(TAT)**

**Bhubaneswar, India**

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Trident Academy of Technology  
Bhubaneswar-751024

Date: 16/02/2019 | Bhubaneswar, India

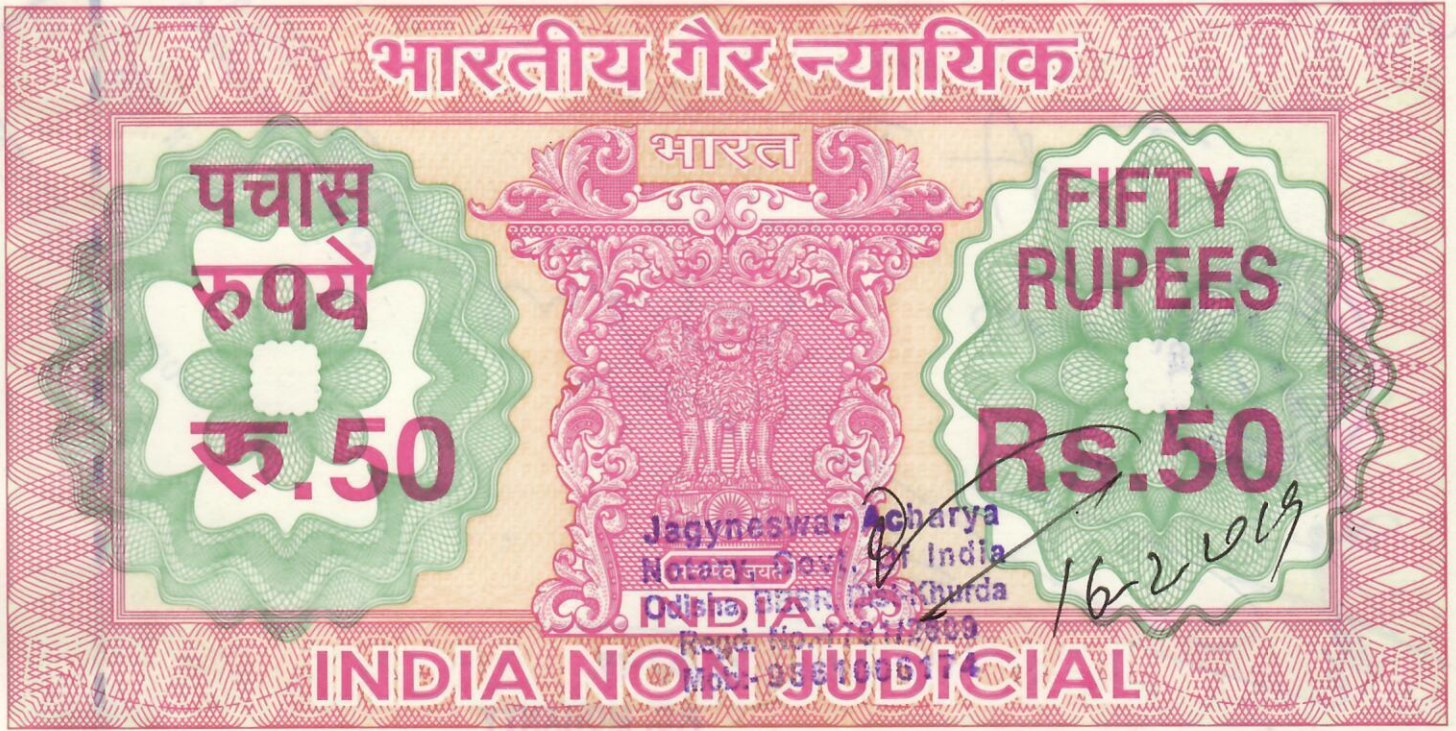


16/2/2019



डॉ. नबारुण भट्टाचार्य  
Dr. Nabarun Bhattacharyya  
वरिष्ठ निदेशक एवं केंद्र प्रमुख Sr Director & Centre Head  
सी-डेक, कोलकाता C-DAC, Kolkata  
भारत सरकार Govt of India  
सॉल्ट लेक, कोलकाता-91 Salt Lake, Kolkata-91





ଓଡ଼ିଶା ओडिशा ODISHA MEMORANDUM OF UNDERSTANDING

F 021074

This Memorandum of Understanding is made and executed on this 16<sup>th</sup>, February, 2019, at Bhubaneswar, Odisha.

**BY AND BETWEEN**

**Centre for Development of Advanced Computing**, an autonomous Scientific Society of Ministry of Electronics & Information Technology, Government of India, registered under the Societies' Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office in the Campus of University of Pune, Pune 411007, hereinafter referred to as "**C-DAC**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

**....PARTY OF THE FIRST PART**

And

**Trident Academy of Technology**, F2, Technology Corridor, Infocity Area, Chandrasekharapur, Bhubaneswar – 751024 hereinafter referred to as "**TAT**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

**ATTESTED**  
**....PARTY OF THE SECOND PART**



डॉ. नबारुण भट्टाचार्य  
Dr. Nabarun Bhattacharyya  
वरिष्ठ निदेशक एवं केंद्र प्रमुख Sr Director & Centre Head  
सी-डैक, कोलकाता C-DAC, Kolkata  
भारत सरकार Govt of India  
सॉल्ट लेक, कोलकाता-91 Salt Lake, Kolkata-91

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**Trident Academy of Technology**  
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WHEREAS C-DAC was set up to emerge as a premier R&D institution for the design, development and deployment of electronic and ICT technologies and applications for socio economic advancement with the mission of expanding the frontiers of Information and Communication Technologies, evolving technology solutions, architectures, systems and standards for nationally important problems, achieving rapid and effective spread of knowledge by overcoming language barriers through application of technologies, sharing experience and know-how to help build advanced competence in the field of Information Technology, bringing benefits of Information Technology to society, and utilizing the Intellectual Property generated by converting it to business opportunities.

C-DAC has been engaged in multiple areas of ICTE, more specifically in the areas of High Performance Computing, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health etc.; Cyber Security including data security and cyber forensics, and in Education and Training pertaining to high end computing.

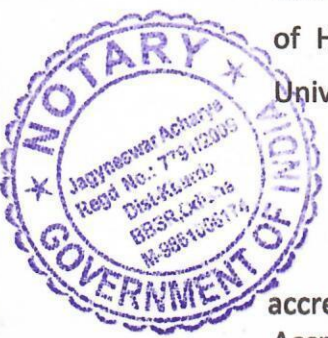
WHEREAS TRIDENT ACADEMY OF TECHNOLOGY (TAT), duly approved by AICTE, Ministry of Human Resource Development (MHRD), Govt. of India, affiliated to Biju Pattnaik University of Technology (BPUT), recognized by Govt. of Odisha,

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accredited to National Board of Accreditation (NBA) & National Assessment and Accreditation Council (NAAC) and also recognised as SIRO by DSIR, Govt of India is engaged in Teaching, Research and Consultancy activities in the fields of Technology and Management.

As a result of the interactions between C-DAC and TAT at various levels, it has been decided that TAT will set up a "Tech Centre" at TAT, Bhubaneswar comprising the following activities at their own premises by self funding:



Dr. Nabarun Bhattacharyya  
C-DAC, Kolkata  
Salt Lake, Kolkata-91

- (A) Cyber Security and Cyber Forensics  
(B) Agricultural and Environmental Electronics  
(C) e-Governance and Smart City Applications

Since C-DAC has profound experience and expertise in all these areas, TAT shall procure hardware and software tools and instruments developed by C-DAC by paying appropriate cost of the respective products to C-DAC.

**Objectives scope of activities of these Tech Centres would be as follows:**

- 1) Relevant Laboratories (Cyber Security, Cyber Forensic, Data Science and Environmental & Agri-electronics) are to be set up by TAT phase-wise where C-DAC products will be procured by TAT as per their requirement. List of C-DAC's products expected to be procured by TAT for their laboratories along with proposed current unit prices is given below:

Sr. No.	Name of C-DAC's Equipment	**Unit Price in Rs.
1	Electronic Nose & Vision (ENOVISION) System	5,00,000.00
2	Electronic Nose (E-Nose)	3,00,000.00
3	Handheld Electronic Nose (HEN)	3,50,000.00
4	Electronic Nose for Aromatic Rice (AMMAR)	8,50,000.00
5	Electronic Nose for detection of obnoxious odors	1,00,000.00
6	Electronic Tongue	3,00,000.00

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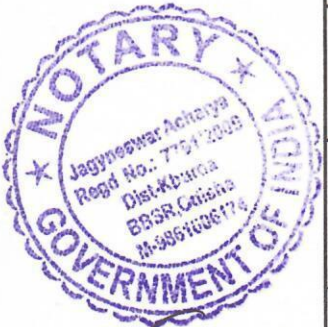
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Bhubaneswar-751024



डॉ. नवारुण भट्टाचार्य  
Dr. Nabarun Bhattacharyya  
सिनिदेशक एवं केंद्र प्रमुख Sr Director & Centre Head  
सी-डैक, कोलकाता C-DAC, Kolkata  
सरकार, भारत Govt. of India  
सॉल्ट लेक, कोलकाता 91 Salt Lake, Kolkata-91

16.2.2019

7	CT-VIEU for Quality Analysis of Dry Red Chilli	12,00,000.00
8	Annadarpan <sup>DYNAMIC</sup> for Rice	8,00,000.00
9	Annadarpan <sup>DYNAMIC</sup> for Pulses	9,00,000.00
10	Annadarpan <sup>SMART</sup> for Rice	2,50,000.00
11	Annadarpan <sup>SMART</sup> for Pulses	3,50,000.00
12	Bio <sup>SCAN</sup> & Pest <sup>SCAN</sup>	5,00,000.00
13	Resham Darshan for Tasar Silk Yarn	3,50,000.00
14	Pebrine-O-Scope for Tasar Silk	3,75,000.00
15	Portable Kit for Wireless Sensor Network	5,50,000.00
16	eQuality <sup>VEG</sup> for gradation of Vegetables and Fruits	12,50,000.00
17	Param Savak (VR)	1600000.00



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*(Signature)*

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\*\* GST @ 18% will be added extra on the unit price. Rates are inclusive of installation and training.

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2) C-DAC will train TAT faculties, students etc. in emerging areas of ICT, electronics and advanced computing and TAT will pay C-DAC for such time bound training programs.  
List of C-DAC's proposed Training Courses for faculties and students of TAT along with duration and current rate of charges for C-DAC are given below:



Sr. No.	Name of C-DAC's Training Courses	Course Duration	Charges per Faculty in Rs. (Min <sup>m</sup> No. of Faculty Candidate: 15)	Charges per Student in Rs. (Min <sup>m</sup> No. of Student Candidate: 60)
1	Agri-Electronics	05 days	5,000.00	1,250.00
2	Internet of Things (IoT)	05 days	5,000.00	1,250.00
3	Embedded Systems	05 days	5,000.00	1,250.00
4	Image Processing	10 days	10,000.00	2,500.00
5	Big Data Analytic	05 days	5,000.00	1,250.00
6	Cyber Security	05 days	5,000.00	1,250.00
9	Sensors, Sensing Technology & Bio Sensor	05 days	5,000.00	1,250.00



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GST will be added extra as per applicability.

3) TAT is to support with local hospitality and TA for C-DAC representatives who will be engaged in such training programs.

4) Both the parties would pursue International collaborations with globally renowned Universities and R&D organizations.

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Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9881006174

1. FINANCIAL ASPECTS:

This MoU is an umbrella that broadly outlines intention of collaboration between C-DAC and TAT. Specific activities would be brought under the purview of specifically drawn up projects and specific Agreement executed between the parties prior to the commencement of the work. Financial aspects will be decided on project to project basis in due course as per guidelines of this umbrella MoU and with due approval of the Competent Authorities of C-DAC and TAT.

2. COMMUNICATION:

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

3. NODAL CONTACTS:

Contacting Person for TAT:

<Prof.(Dr.) Rabinarayan Satpathy , Executive Director ( Mob No - +91-9437571307 , E-Mail ID – [ed@tat.ac.in](mailto:ed@tat.ac.in)) , Trident Academy of Technology, F2, Technology Corridor, Infocity Area, Chandrasekharpur, Bhubaneswar – 751024

Contacting Person for C-DAC:

Dr. Nabarun Bhattacharyya, Centre Head

Centre for Development of Advanced Computing (C-DAC), Kolkata, Block  
– GP, Sector – V, Salt Lake Electronics Complex, Bidhan Nagar, Kolkata-751024



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Bhubaneswar, 751024

16.2.2019



डॉ. नबारुण भट्टाचार्य  
Dr. Nabarun Bhattacharyya  
वरिष्ठ निदेशक एवं केंद्र प्रमुख Sr Director & Centre Head  
सी डैक, कोलकाता C-DAC, Kolkata  
भारत सरकार Govt of India  
सॉल्ट लेक, कोलकाता-91 Salt Lake, Kolkata-91



#### 4. CONFIDENTIALITY AND NON-DISCLOSURE:

Any software/hardware material, product specifications, designs, financial information, documents, training material, courseware, syllabus, schedule etc. shall be deemed to be in private domain and Receiving Party shall not make public or shared with any other party without the prior written consent of the party which owns it.

The material shall be treated as confidential for a **minimum period of two years** after this MOU comes to an end or as agreed from time to time in writing.

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

#### 5. INTELLECTUAL PROPERTY RIGHTS:

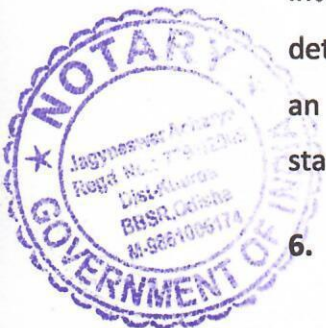
Any and All intellectual property created solely in relation to or arising out of this MoU, by C-DAC during the validity of MOU, or prior to the MOU, or after the termination of MOU shall be under the sole and exclusive ownership of C-DAC. Ownership of any and all intellectual property created / developed through collaborations under this MOU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/ agreement separately on a case-to-case basis prior to starting of work.

#### 6. EFFECTIVE DATE AND VALIDITY:

This MOU shall be valid for a period of 3 (Three) years from the date of signing of the MOU.

The validity of the MOU may be extended by mutual agreement in writing and signed by both the parties .

This MOU may be terminated by either party by giving prior notice in writing to other party through Registered Post with AD / Speed Post with AD.



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Trident Academy of Technology  
Bhubaneswar-751024



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Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174



**7. DISPUTE RESOLUTION AND ARBITRATION:**

In case any dispute/claim arises between the Parties with respect to the MOU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MOU by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably.

If the Parties fail to bring about an amicable settlement within a period of 90 (thirty) days, dispute shall be referred the sole arbitrator appointed mutually by the disputing parties.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Kolkata.

The award given by the arbitrator shall be final and binding on the Parties.

The language of arbitration shall be English.

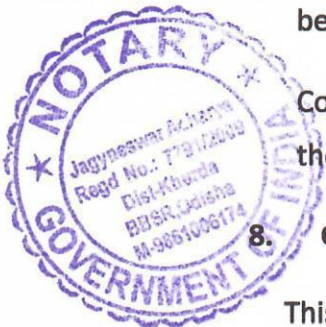
The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide.

Courts in Kolkata only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act .

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**8. GOVERNING LAW:**

This MOU shall be governed by and interpreted in accordance with the laws of India



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Trident Academy of Technology  
Bhubaneswar-751024



डॉ. नवारुण भट्टाचार्य  
Dr. Nabarun Bhattacharyya  
वरिष्ठ निदेशक एवं केंद्र प्रमुख Sr Director & Centre Head  
सी डैक, कोलकाता C-DAC, Kolkata  
भारत सरकार Govt of India  
सॉल्ट लेक, कोलकाता-91 Salt Lake, Kolkata-91



John  
16.2.2019

Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

**9. FORCE MAJEURE:**

No party to this MOU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MOU resulting from Force Majeure situations like any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of Workmen, material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action etc.

Both the parties shall promptly notify in writing of such condition and the cause thereof. Unless otherwise directed in writing, each party shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**10. NOTICES:**

Any notices to be given hereunder except for termination, shall be given by either party to the other may be effected either by personal delivery in writing or by fax with a second copy sent by airmail, registered or certified, postage prepaid with return receipt requested, or by recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

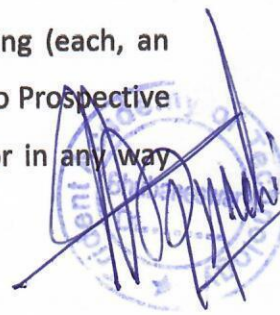
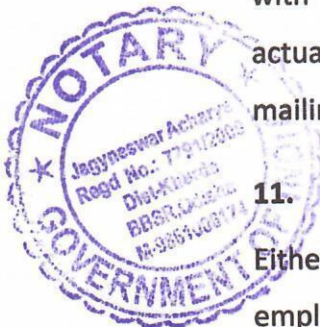
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Principal  
Trident Academy of Technology  
Bhubaneswar-751024

**11. INDEMNIFICATION:**

Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, consultants indemnified, defend and hold harmless against all claims, losses, and expenses (including, but not limited to, reasonable fees of attorneys) what so ever arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) there from or any incidental matter or in any way arising there from

डॉ. नगरुण भट्टाचार्य  
Sr Director & Centre Head  
C-DAC, Kolkata  
Govt of India  
Salt Lake, Kolkata-91



**12. ASSIGNMENT AND TRANSFER:**

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

**13. NON WAIVER:**

The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

**14. SEVERABILITY:**

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

**15. LIMITATION OF LIABILITY:**

In no event will C-DAC or TAT be liable to the other party for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages, if the same is unintentional and beyond reasonable control.

**16. MODIFICATION:**

No modification to this MOU, will be effective unless agreed to in writing by both Parties and duly signed by the authorised signatories of the Parties.

**17. NO PARTNERSHIP:**

Nothing in this MOU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

**18. HEADINGS:**

The headings shall not limit, alter or affect the meaning of the Clauses provided by them and are solely for the purpose of easy reference.

डॉ. नवारुण भट्टाचार्य  
Dr. Nabarun Bhattacharyya  
वरिष्ठ निदेशक एवं केंद्र प्रमुख Sr Director & Centre Head  
सी-डैक, कोलकाता C-DAC, Kolkata  
भारत सरकार Govt of India  
सॉल्ट लेक, कोलकाता-91 Salt Lake, Kolkata-91

ATTESTED

Principal

Trident Academy of Technology  
Bhubaneswar-751024



*Jahn*  
*16.2.2019*

**Jagyneswar Acharya**  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

**19. ENTIRE MOU:**

This MOU, sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

In witness whereof the parties hereto have signed this MOU in duplicate, on the day, month and year mentioned herein before.

**For and on Behalf of C-DAC**

**For and on Behalf of Trident Academy of  
Technology , Bhubaneswar , Odisha**



*[Signature]*

**Dr. Nabarun Bhattacharyya**  
**Sr. Director & Center Head (C-DAC , Kolkata )**

डॉ. नबारुण भट्टाचार्य  
**Dr. Nabarun Bhattacharyya**  
वरिष्ठ निदेशक एवं केंद्र प्रमुख Sr Director & Centre Head  
सी-डैक, कोलकाता C-DAC, Kolkata  
गो. ऑफ इंडिया Govt of India  
सॉल्ट लेक, कोलकाता-91 Salt Lake, Kolkata-91

**Witness:**

*[Signature]*

**Dr. Amit Chaudhuri**  
**Associate Director (C-DAC , Kolkata )**



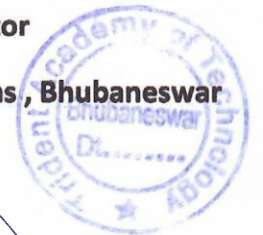
*[Signature]*

**Dr. B. B. Panigrahi**  
**Chief Mentor**

**Witness:**

*[Signature]*  
**Prof.(Dr.) R N Satpathy**  
**Executive Director**

**Trident Group of Institutions , Bhubaneswar**

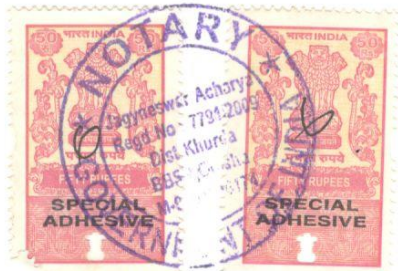


**IDENTIFIED BY ME**  
*16/2/19*  
**ADVOCATE, BBSR**



**ATTESTED**

*Jahn*  
*16.2.2019*  
**Jagyneswar Acharya**  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
**Principal**  
**Trident Academy of Technology**  
Bhubaneswar-751024



*Jha*  
24-11-2018  
Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

## MEMORANDUM OF UNDERSTANDING

Between

Indian Society For Training and Development(ISTD)

And

Trident Group of Institutions

(Trident Academy of Technology & Trident Academy of Creative Technology )

For The Establishment of

Centre of Excellence – < ISTD centre of Innovative Training and Skill Development >

*Principal*  
Trident Academy of Technology  
Bhubaneswar-751024

Date: 24<sup>th</sup> , November , 2018 | Bhubaneswar | India



*Ray*  
24/11/18



Jagyneswar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurd  
Regd. No. 7791/2009  
Mob : 9861006174

24/11/18



## Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 24th day of November in 2018 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Indian Society of Training and Development (ISTD)**, is a National level professional & non-profit society registered under the Societies Registration Act, 1860. having its registered office at B-23, Qutab Institutional Area, New Mehrauli Road, New Delhi - 110016 represented by **Dr. Nataraj Ray, National Vice-President - ISTD** herein after referred to as ISTD, which expressions shall, unless it be repugnant to the subject or context thereof, include its successors and administrators, permitted assigns, nominees and secretariat created for implementation) of the **FIRST PARTY**.

AND

**Trident Group of Institutions, (Trident Academy of Technology Under Dinabandhu Foundation and Trident Academy of Creative Technology)** herein after called **Trident**, both are registered under the Indian Trust Act 1882, having its registered office at A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha and it is represented by **Dr. B.B.Panigrahi, Chief Mentor** (hereinafter referred to as "**Trident**" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the **SECOND PARTY**

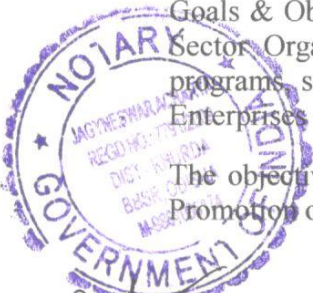
ISTD

Indian society for Training and Development (ISTD) at New Delhi, has been promoting academic activity with appropriate platform for studies. Over a period of time, ISTD has emerged as one of the top Institutes in India working for empowerment through suitable educational initiatives in training and development of human resources.

The Indian Society for Training & Development (ISTD), established in April 1970, is a national level professional & non-profit society registered under the Societies Registration Act, 1860. It has a large membership of individuals and institutions involved in the area of training and development of Human Resource from Government, Public and Private Sector Organization & Enterprises: Educational and Training Institutions and other Professional Bodies. The Society is affiliated to the International Federation of Training and Development Organizations (IFTDO), Geneva and Asian Regional Training and Development Organizations (ARTDO), Manila.

ISTD Organizes Training Programs, all over the country both at Chapter and National Levels. The programs cover selected areas of HRD with special emphasis on Training of Trainers, Training Goals & Objectives and Training tools & Technologies. A very large number of Public & Private Sector Organizations, Training Institutions Central and State Government Participate in these programs, some of which have been in collaboration with planning Commission, Bureau of Public Enterprises and the Training Division of Department of Personnel, Government of India.

The objective of the partnership is to fulfill a common vision. Promotive academic activity, Promotion of education and employability of youth will also be a top priority.



24-11-2018

24/11/18

ATTESTED

Principal  
Trident Academy of Technology  
Bhubaneswar-751024





Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khorda  
Regd. No.-7791/2009  
Mob:- 9861006174

24/11/18



In addition to the above objectives, both the parties are desirous of establishing a working relationship to provide guidance and research for building resilient rural India. The first and second parties will collaboratively conduct capacity building workshops with shared faculty and material resources as mutually agreed upon.

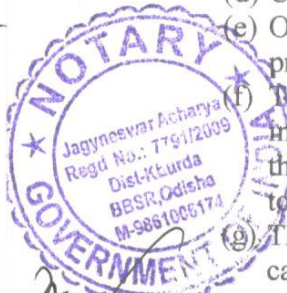
WHEREAS this MOU is to set out the framework for working relationship between **ISTD** and **Trident** to support **Centre of Excellence (COE)** in “ Innovative Training and Skill Development “(to operate in **Trident Group of Institutions** premises, **Bhubaneswar , Odisha , India** . This **COE** will showcase latest facilities for training the students for related Industry aligned Job roles . The main focus will be to train the trainer to facilitate multiple location and sufficient capacity of trained manpower.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Joint Roles & Responsibilities**

Both parties while recognizing the strengths of each other, will work together to enhance the skills of the beneficiaries, thus increasing their employability. In that, both parties will work together to:

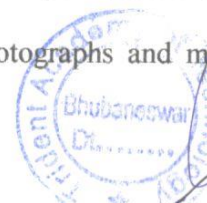
- Conduct Training of Trainers and Training of Assessors programmes periodically .
- Engage with industry for guest lectures and placement support .
- Create a process of assessment and certification of the existing engineering students with a particular focus on mechanical engineering stream .
- Carry out periodic labour market surveys by engaging the students .
- Organise skill / industry specific seminars, workshops and other capacity building programmes .
- The workshops and academic programs will take place at any place of mutual convenience including the central offices at Hyderabad and New Delhi and also at other locations within the country where the parties have their branches or chapters, as mutually agreed from time to time.
- The parties will make available their existing infrastructure in their present and future campuses i.e., Classrooms, Hostel and Guest House at such costs as admissible for Faculty members, Students and Scholars of both parties for the workshops to be conducted in collaboration.
- Both parties also agree that they can bring and take back relevant workshop material as and when required.
- Both parties will take care of the infrastructure support and other facilities in **Principal** and for those who are involved in the above tasks.
- The aspects of research and field engagement will be mutually agreed by both parties in relevant aspects of rural engagement. The amount of research grant and the process of reporting will be mutually decided from time to time. The publication of the research findings would be jointly undertaken by both parties.
- Each party shall facilitate the other party to take the photographs and make films and documentaries during the workshops.



24/11/18

24/11/18

**ATTESTED**



**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**



**Jagyneshwar Acharya**  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

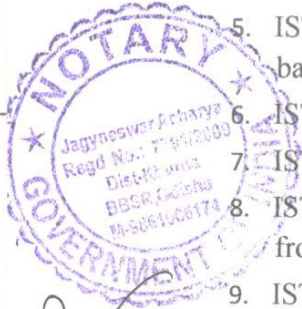
*24/11/18*



- (l) The parties shall procure the workshop resource materials and books in consultation with each other on the aspects found relevant by both parties for which funds will be pooled or from project funds.
- (m) The parties shall take the responsibility of the participant discipline during the workshops and various academic programmes in the hostels.
- (n) Bothe parties shall arrange the display of workshop announcement/banner/poster and information in Campus where the workshops are conducted (Name of both the parties will be mentioned).
- (o) The honorarium for resource persons, documentation, travel, food and accommodation expenses of the participants from outside the organizations will be borne as per the mutual agreement separately for each programme.

### Roles & Responsibilities of ISTD

1. ISTD will support Trident , Bhubaneswar in development of their training eco-System for imparting skill based training .
2. ISTD will support Trident , Bhubaneswar in training their faculty under Training of Trainer (ToT) program. for imparting skill based training.
3. ISTD will help , guide and align the training requirement of Trident , Bhubaneswar to industry requirements .
4. ISTD will create awareness about the skills program among the Trident , Bhubaneswar students and teaching community.
5. ISTD will take / propose other measures as may be considered necessary to promote skill based industry focused programs in the larger interest.
6. ISTD will assist for Industry alignment support .
7. ISTD will assist for the absorption of the trained manpower in related Industries.
8. ISTD will assist Trident under CSR Program of industries or any other funding agencies from time to time .
9. ISTD will assist Trident for Higher Research, Incubation facilities and Programs connecting to Modern Technologies related to COE linked with industries.
10. ISTD and Trident will jointly apply for consulting tenders / works in PAN India
11. ISTD and Trident will jointly apply for International CSR Funding or any other International Funding time to time .
12. ISTD and Trident will work in accordance with the latest version of the process manual as defined by ISTD on project to project basis ,
13. ISTD will monitor the Quality & Outcome of Training Delivery by Trident
14. ISTD should publish through its media and internet coverage the events time to time .



*24/11/18*

*24/11/18*

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

24/11/2018

**TRIDENT**

GROUP OF INSTITUTIONS

### Roles & Responsibilities Trident :-

1. Trident and ISTD will jointly operate the Centre of Excellence (COE)
2. Trident will create infrastructure for training and ToT /ToA .
3. Training facility as per requirement of job role will be made available .
4. Trident will also assist ISTD for Industry alignment support
5. Trident should publish the events related to COE through its media and internet coverage
6. Trident shall mobilize trainees; register the trainees with a record of their details as per required format of ISTD.
7. Trident in association with ISTD will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.
8. Trident will give the details of the trainers for roll out of courses.

### **Certification:**

The programmes organized jointly would be certified jointly or as agreed to by both the parties.

### **Payment Process:**

The payment for each programme shall be made by the parties as mutually agreed upon with 15 days on submission of programme report along with all the relevant documents as agreed through RTGS/NEFT. The mutually agreed detailed budget estimate for each workshop/programme shall be submitted before 10 days of the commencement of each programme to facilitate the party to sanction and release the funds.

### **Duration / Term of the MoU:**

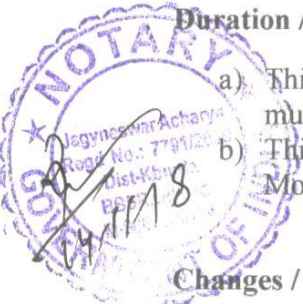
- a). This MoU shall be valid for Five (5) years from the date of its entering into and may be mutually extended from time to time in writing by the parties.
- b). This Memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on a six monthly basis.

### **Changes / Amendment:**

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU and be deemed to be part of this MoU.

### **Termination:**

The parties can terminate this MoU after serving 6 (six) months' notice in writing if there is a breach of understanding or default by either party other than on the above grounds. At the time of termination neither party shall be liable to other hereunder or in relation to more than the fees paid, including the amounts invoiced but not yet paid.



**ATTESTED**

*[Signature]*

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**

24/11/18





Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

24/11/18



### Force Majeure:

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

### B. Governing Law and Dispute Resolution

This Agreement shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between Client and the Service Provider in connection with this Agreement shall be referred to the designated officials of ISTD and the Service Provider for mutual discussions and negotiations.
- ii. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either Client or the Service Provider delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:
  - a. The arbitration proceedings shall be conducted in English;
  - b. The place of arbitration shall be [Delhi/Bhubaneswar];
  - c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi/Bhubaneswar] shall have exclusive jurisdiction;
  - d. The costs of arbitration shall be borne as determined in the arbitration award; and
  - e. The decision of the arbitrator(s) shall be final and binding on the Parties.



24/11/18

For effective implementation and monitoring of the scheme as envisaged in the MoU, Chairman MGNCRE or his nominee will be the Nodal Officer on behalf of the "FIRST PARTY" & Director ISTD, Indian Society for Training and development or his Nominee will be the Nodal Officer or on behalf of the "SEDOND PARTY"

ATTESTED

24/11/18

Principal  
Trident Academy of Technology  
Bhubaneswar-751024



Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurd  
Regd. No. 7791/2009  
Mob - 9861006174



The publication of the research findings will be jointly initiated by both parties. Both the parties will facilitate wider dissemination of this collaborative initiative and its impacts. The certification, all signage, press releases and communication will include the names of both the parties.

This is memorandum is non-exclusive in nature and both the parties are free to enter into similar MoU with any other entities.

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU.

This memorandum of Understanding (MOU) will be effective from September 8<sup>th</sup> 2018 to September 8<sup>th</sup> 2021, unless either party notifies to the other its intention to terminate the MoU by giving to the other party thirty (30) days notice prior to the end of the initial term. The MoU can be renewed with the mutual consent of both the parties for a similar period or can be converted into definitive agreement if both the parties so decide.

This document is a statement of understanding and not indented to created legal and binding obligations on either party.

All the above terms & conditions have been read understood & shall abide by the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be signed by their respective authorized representatives on 24<sup>th</sup> November, 2018.

IDENTIFIED BY ME  
24/11/18  
ADVOCATE, BBSR

Indian Society For Training and Development (ISTD)

Dr. Nataraj Ray  
National Vice-President, ISTD  
Witness:

Dr A S Senthivadivel  
National Hony Treasurer, ISTD

Trident Group of Institutions )- Trident

Dr. B. B. Panigrahi  
Chief Mentor - Trident

Witness:

  
Prof. (Dr.) RN Satpathy  
Executive Director - Trident

In presence of



1. Dr(Ms) Ruma Gomes  
Regional Vice-President(East)

ATTESTED

2. Dr. Ashok Panda – Chairman  
Bhubaneswar Chapter

Principal

Trident Academy of Technology  
Bhubaneswar-751024

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurd  
Regd. No. 7791/2009  
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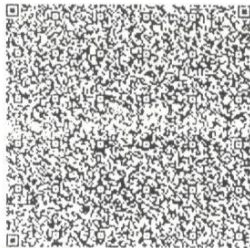
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL99056066668475Q
Certificate Issued Date	: 01-Nov-2018 05:26 PM
Account Reference	: IMPACC (IV)/ dl806603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL80660303439426179676Q
Purchased by	: ELECTRONICS SECTOR SKILLS COUNCIL OF INDIA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ELECTRONICS SECTOR SKILLS COUNCIL OF INDIA
Second Party	: Not Applicable
Stamp Duty Paid By	: ELECTRONICS SECTOR SKILLS COUNCIL OF INDIA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



**Jagyneswar Acharya**  
 Notary, Govt. of India  
 Odisha, BBSR, Dist-Khurda  
 Regd. No.-778112809  
 Mob:- 9861006174

*16.2.2019*



### Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this date 7<sup>th</sup> of January 2019 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Electronics Sector Skills Council of India (ESSCI)**, a not-for-profit Company under Section 25 of the Companies Act 1956 having its registered office at 602, Ansal Chambers 2, Bhikaji Cama Place, New Delhi – 110 060 represented by its C.E.O, Mr. N.K. Mohapatra (hereinafter referred



*16/2/19*



*[Signature]*



1. The authenticity of this Stamp Certificate should be verified at [www.essential.gov.in](http://www.essential.gov.in). Any discrepancy in the details on this Certificate and/or available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.: 7751/2009  
Mob:- 9881008174

16-2-2019

to as "ESSCI"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Institute's Secretariat, created for implementation, executors and administrators of the FIRST PARTY.

WITH

**Trident Academy of Technology** under the trust ( legal entity ) Dinabandhu Foundation For Educational Research And Socio Economic Development, herein after called **TRIDENT** , the trust Dinabandhu Foundation is registered under the Indian Trust Act 1882, having its registered office at A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha & its campus at ( F2/A , Near Infocity, Technology Corridor , Chandaka Industrial Estate , Chandrasekharpur , Bhubaneswar , Odisha , Pin – 751024 ) it is represented by **Dr. B.B.Panigrahi, Chief Mentor** (hereinafter referred to as "**TRIDENT**" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the **SECOND PARTY**

WHEREAS this MOU is to set out the framework for working relationship between Electronics Sector Skills Council of India (ESSCI) and TRIDENT

**THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

The purpose of the MoU is to meet the requirement to transform Engineering Campuses into ESDM Product Innovation Center by creating entrepreneurial ecosystem and ESDM products on college campus in India through Industry partnership.

### Campus Engagement for Higher Education

ESSCI has crafted a Structured Technical Enhancement Program (STEP) for Students of Engineering in Electronics.

The Primary Objective of this Program is to develop an eco-system inside the Colleges to bridge the widening gap between academic curriculum and industry expectations.

The 4 years of STEP develops a thinker, ideator, innovator and problem solver. The series of Short Online Course add-ons are intended to support multi-dimensional aspects of an engineer inculcating communication skills, business sense and leadership.

**ATTESTED**

Principal  
**Trident Academy of Technology**  
Bhubaneswar-751024

  
Jagyneshwar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.: 7751/2009  
Mob:- 9881008174

  
NOTARY  
Jagyneshwar Acharya  
Regd No.: 7751/2009  
Dist-Khurda  
BBSR, Odisha  
M-9881008174  
GOVERNMENT OF INDIA

  
Principal  
**Trident Academy of Technology**  
Bhubaneswar-751024

16/2/2019

1. Program complements the Engineering Education with Industry Relevant Courses and Projects. The Course Content is designed, & developed as per requirements from Industry
2. **Faculty Development Program** to pick Faculty up to the requirements of the Content being proposed
3. **Access to Industry Connects** of ESSCI, along with IESA, Ministry of Electronics and Information Technology; which will provide
  - a. Guidance on Technology Trends and market needs
  - b. Supporting Schemes and Policies to extend benefits to all deserving candidates
  - c. Course Material and workshops/seminars on subjects
  - d. Mentor, review and Assess project ideas
  - e. Guide Campus to setup Smart Infrastructure for ESDM Product Development and Innovation Center, Inclusive Incubation Centers, Tinkering Labs, IoT labs
  - f. Support to Start ups within Campus in terms of Funding, Market Research, Mentoring, and a well formulated Exit policy
  - g. Framework for latest research and industry problems; guidance and checklist, mentoring, faculty training and assessment
  - h. Guidance and support for establishing laboratory for Mechatronics/Robotics and forthcoming technology trends
4. **Assessment and Certification** of All programs conducted in the campus by ESSCI, authorized body operating under Ministry of Skills Development and Entrepreneurship
5. Program promotes Idea formulation and innovation orientation in students leading to **Start-Ups eco-system**

### Deliverables by ESSCI

- A. ESSCI will provide the course content based on QP (Qualification Pack) / NOS (National Occupational Standards) aligned with the elective course chosen by the candidate.
- B. ESSCI will guide and support campuses on initiating and developing ESDM product development & Innovation Center
- C. ESSCI will help create entrepreneurial ecosystem in few chosen campuses with Training, research and productization centered around incubation
- D. ESSCI will leverage its industry connects to facilitate the STEP elements deployment in Campus
- E. ESSCI will conduct Faculty Development Program across India as a part of master trainer program and other programs to engage campuses
- F. ESSCI being a body under Ministry of Skills and Entrepreneurship will be responsible for all Assessments and Certification for the programs conducted on Campus by ESSCI.
- G. ESSCI to adopt an integrated approach from training to products, with a specific focus on Semiconductor & ESDM sector and strong presence in campuses.

ATTESTED

Principal

Trident Academy of Technology  
Bhubaneswar-751024



## Deliverables by TRIDENT

Jagyneshwar Acharya  
Secretary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9881006174

- A. Trident will establish Smart Campus Infrastructure
- B. Trident will create Engineering Exploration Laboratories for All Students from 1<sup>st</sup> Year to Final Year of Course
- C. Trident will launch Incubation Center in Campus by funding thru Self or Industry/Alumni connects
- D. Trident will promote active participation in the Annual Idea Contest & Conference of best Project Ideas which are filtered and selected based on criteria established by the ESSCI
- E. Trident will explore and establish In Chip development program as the faculty and student talent matures in to semiconductor and VLSI design excellence
- F. IP rights for Ideas and Products developed by Students and Faculty will be under purview of discussion on case by case basis
- G. Trident will extend all logistical and administrative support to visiting Fellows visiting the Campus
- H. Trident will allow ESSCI extension center in campus

### Financials:

The provision if any, will be worked out mutually between ESSCI and Trident as the relationship progresses and these provisions will be respected by both the parties after the same is finalized.

### Duration / Term of the MoU:

- a) This MoU shall be valid for seven (7) years from the date of it's entering into and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on a six monthly basis.

### Changes / Amendment:

Regular Renewal of Deliverables will be initiated after deliberation of both parties and based on Review and Assessment Report provided by ESSCI to the College Board. No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form agenda to this MoU, and be deemed to be part of this MoU.

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



Jagyneswar Acharya  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

16-2-2019

**Termination:**

The parties can terminate this MoU after serving 6 (six) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

**Force Majeure:**

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or Labor troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

**B. Governing Law and Dispute Resolution**

This Agreement shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between ESSCI and <Trident> in connection with this Agreement shall be referred to the designated officials of ESSCI and <Trident> for mutual discussions and negotiations.
- ii. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either ESSCI or Trident
- iii. Delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

**ATTESTED**

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**

*M. Manoj Kumar*  
Electricity Sector Skills Council of India  
New Delhi

**NOTARY**  
Jagyneswar Acharya  
Regd No: 7791/2009  
Dist: Khurda  
BBSR, Odisha  
M-3861006174  
16-2-2019

*[Signature]*  
Trident Academy of Technology  
Bhubaneswar  
Dist: Khurda

**Jagyneswar Acharya**  
Notary, Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174

16-2-2019

- a. The arbitration proceedings shall be conducted in English;
- b. The place of arbitration shall be [Delhi];
- c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi] shall have exclusive jurisdiction;
- d. The costs of arbitration shall be borne as determined in the arbitration award; and
- e. The decision of the arbitrator(s) shall be final and binding on the Parties.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of first written above.

Electronics Sector Skill Council of India  
(ESSCI)

*Mr. N. K. Mohapatra*  
Mr. N. K. Mohapatra  
C.E.O.  
ESSCI

Witness:

*Sampada Pachaury*  
Sampada Pachaury  
Vice President - Campus Engagement for  
Higher Education, ESSCI



Trident Academy of Technology (Trident)

*Dr. B. E. Panigrahi*  
Dr. B. E. Panigrahi  
Chief Mentor  
Trident

Witness:

*Prof. (Dr.) RN Sengupta*  
Prof. (Dr.) RN Sengupta  
Executive Director  
Trident

**ATTESTED**



**Principal**  
Trident Academy of Technology  
Bhubaneswar-751024

**Jagyneswar Acharya**  
Notary, Govt. Of India  
Odisha, BBSR, Dist-Khurda  
Regd. No.-7791/2009  
Mob:- 9861006174



**IDENTIFIED BY ME**  
*[Signature]*  
**ADVOCATE, BBSR**



उड़ीसा ORISSA

ANMEJAYA RAUTRA  
 NOTARY BHUBANESWAR  
 REGD. NO. O/11/2017  
 GOVT. OF ODISHA 27844  
 PH-9737121277

## MEMORANDUM OF UNDERSTANDING

Between

**Electronics Sector Skills Council of India (ESSCI)**

And

**Dinabandhu Foundation For Educational Research And  
 Socio Economic Development (Dinabandhu Foundation),  
 (Trident Academy of Technology)**

Date: 14<sup>th</sup> , September , 2018 | Bhubaneswar | Indi

This Memorandum of Understanding (MOU) made on the 14 September 2018 at New Delhi between:

**Electronics Sector Skills Council of India (ESSCI)**, a not for profit Company incorporated under Section 25 of the Companies Act 1956 having its registered office at 602-608, 6<sup>th</sup> Floor, Ansal Chambers-II, Bhikaji Cama Place, New Delhi-110066 and is represented herein

*[Signature]*  
*[Circular Stamp]*

**ATTESTED**  
*[Signature]*  
**Principal  
 Trident Academy of Technology  
 Bhubaneswar-751024**  
 1 | 8

NOTARY SUBANESWAR  
REGD NO OH-86/2012  
JAMES JAYA  
BHUBANESWAR  
ODISHA

this by Mr. ~~Mr. Mahapatra~~ who is duly authorized to sign this document  
referred to "ESSCI" which expression shall unless excluded by or repugnant to the context  
be deemed to mean and include his successor in office or assigns) of the First Part.

AND

Dinabandhu Foundation For Educational Research And Socio Economic Development,  
(Trident Academy of Technology) herein after called **Dinabandhu Foundation** , registered  
under the Indian Trust Act 1882 having its registered office at **A/127, Sahid Nagar,  
Bhubaneswar 751009, Dist. Khurda, Odisha** and it is represented by **Dr. B.B.Panigrahi,**  
Chief Mentor who is duly authorized to sign this document "hereinafter referred to as  
"Training Partner" which expression shall, unless it is repugnant to context or meaning  
thereof be deemed to mean and include its successors-in-interest and assigns) of the  
Second Part

WHEREAS this MOU is to set out the framework for working relationship between ESSCI  
and **Dinabandhu Foundation** to carry-out training of learners across India as per National  
Occupational Standards (NOS), specifically for the job role(s) as given in Annexure 1 which is  
subject to modifications based on assessment by ESSCI of **Dinabandhu Foundation** for  
conducting the training on additional job roles and which could be listed in addendum(s) for  
a period of two year commencing from the date of this agreement:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED  
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**A. Roles & Responsibilities**

**Electronics Sector Skills Council of India (ESSCI)**

1. ESSCI will verify course alignment as per the applicable Qualification packs (QPs) or National Occupational Standards (NOS).
2. ESSCI will verify the credentials of Trainers.
3. ESSCI will verify Training Partners arrangement for Master Trainer and their credentials.
4. ESSCI will verify the laboratory infrastructure and tools along with capacity as per Qualification packs (QPs) and National Occupational Standards (NOS).  
ESSCI will verify Training Partner industry connect for placement and will support in industry interaction (if required).  
ESSCI will develop the assessment framework / tools including questions banks, for competence assessment of trainees, aligned with Qualification packs (QPs) and National Occupational Standards (NOS).  
ESSCI and **Dinabandhu Foundation** shall work in accordance with the latest version of the process manual defined by ESSCI on project to project basis as per PMU requirements.



**ATTESTED**

*[Handwritten signature]*



*[Handwritten signature]*  
**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**

ANMEJAYA, BHUBANESWAR  
NOTARY, BHUBANESWAR  
REGD. NO. ON 86/2012  
GOVT. OF ODISHA  
24/03/2012

8. ESSCI will validate the results of the assessment undertaken by assessors and share the results and soft copy of the certificates with **Dinabandhu Foundation** as per PMU requirement.
9. ESSCI will address the grievances of **Dinabandhu Foundation** related to performance, assessment or any other issue.
10. ESSCI will share the PMU guidelines to participate in the scheme.
11. ESSCI will share the Assessment fee details on project to project basis.
12. ESSCI will monitor the Quality & outcome of Training delivery by **Dinabandhu Foundation**.

**Dinabandhu Foundation For Educational Research And Socio Economic Development (Trident Academy of Technology)**

1. **Dinabandhu Foundation** shall mobilize trainees; register the trainees with a record of their details as per required format of PMU.
2. **Dinabandhu Foundation** shall verify the credentials of candidates.
3. **Dinabandhu Foundation** will be liable for any wrong or misleading information.
4. **Dinabandhu Foundation** will mobilize the candidates with planned utilization to achieve employability requirement as per PMU.
5. **Dinabandhu Foundation** will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.
6. **Dinabandhu Foundation** will be responsible to align the training delivery as per Qualification Packs (QPs) and National Occupational Standards (NOS).
7. **Dinabandhu Foundation** will give the details of the trainers for roll out of courses.
8. **Dinabandhu Foundation** shall ensure that the start and end date of every batch is entered into the Information system as per PMU requirement before commencement of training.
9. **Dinabandhu Foundation** should pay the assessment fee in advance or as per scheme in the PMU requirements, to ESSCI for planning the required assessment.



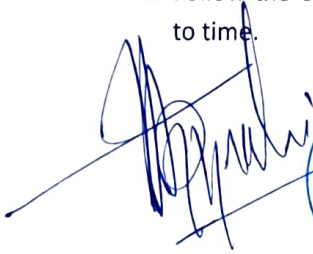
**ATTESTED**



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

JANMEJAYA KAULI  
NOTARY BHUBANESWAR  
REGD. NO. ON. 862/10  
GOVT. OF ODISHA  
04-912-1212

10. **Dinabandhu Foundation** (Training Partner) will be held responsible for wrong practices / information and will be liable for automatic de-affiliation
11. During the assessment, **Dinabandhu Foundation** has to ensure that the necessary facilities and adequate laboratory infrastructure and consumables (if any) are made available for assessment.
12. Reassessment of failed and "did not appear" candidates will be considered as the fresh Assessment.
13. It will be the responsibility of **Dinabandhu Foundation** to printout the color certificates on A4 size sheet with 160 to 180 GSM.
14. **Dinabandhu Foundation** needs to ensure that the trainee is meeting the entry level requirements of the project as per PMU.
15. **Dinabandhu Foundation** will inform the Trainees clearly the exact transaction of funds and the training process up to certification & reward if any.
16. **Dinabandhu Foundation** will regularly update the progress report as per required MIS format of ESSCI.
17. **Dinabandhu Foundation** shall support any online audit or regular audit by ESSCI or ESSCI nominated agencies.
18. Whenever **Dinabandhu Foundation** will share any information pertaining to ESSCI to Govt. Body or Industry, it has to be marked or shared with ESSCI.
19. It will be the responsibility of **Dinabandhu Foundation** to promote and conduct only NSQF based Training and SSC certification.
20. **Dinabandhu Foundation** have to follow all the Monitoring Guideline specified by the SSC or Govt.
21. Follow the Course outline supplied by the ESSCI, as may be amended from time to time.





**Principal**  
Trident Academy of Technology  
Bhubaneswar-751024

ANMEJAYA RAO  
 NOTARY, BHUBANESWAR  
 REGD. NO. ON. 86/2012  
 GOVT. OF ODISHA  
 PH. 9437121277

**B. Commercial Terms & Conditions**

1. **Dinabandhu Foundation** undertakes to pay ESSCI affiliation fees as given below:

Affiliation Related Services	Charges	When Applicable
Application fee	INR 5,000/-	At the time of affiliation
Affiliation fee	INR 20,000/-	For 1 Center
Course alignment for each Job role	INR 7,000/-	At the time of initial affiliation or during the review of additional courses

- 2. Assessment fee for the courses will be charged by ESSCI as per project requirements.
- 3. A minimum batch size of 25 trainees needs to be ensured by **Dinabandhu Foundation** or as per PMU requirements.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of first written above.

**C. Governing Law and Dispute Resolution**

This Agreement shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such dispute or the date such event comes to the notice of the applicable party. Any dispute between ESSCI and the Training Partner in connection with this Agreement shall be referred to the designated officials of ESSCI and the Training Partner for mutual discussions and negotiations.

If no settlement can be reached through mutual discussions and negotiations within [15 days] of either ESSCI or the Training Partner delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach a Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral



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**ATTESTED**

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**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

ANMEJAYA KAUTIKAY  
NOTARY, BHUBANESWAR  
REGD. NO. ON. 86/2012  
04-9-2012

person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- a. The arbitration proceedings shall be conducted in English;
- b. The place of arbitration shall be [Delhi];
- c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi] shall have exclusive jurisdiction;
- d. The costs of arbitration shall be borne as determined in the arbitration award; and
- e. The decision of the arbitrator(s) shall be final and binding on the Parties.

All the above terms & conditions have been read understood & shall abide by the same. In case of violation of any term or if the quality of the training is not satisfactory, the affiliation will be cancelled by Electronics Sector Skills council of India.

In case of any dispute, the decision taken by ESSCI shall be final & acceptable to us.

#### D. Indemnity Clause

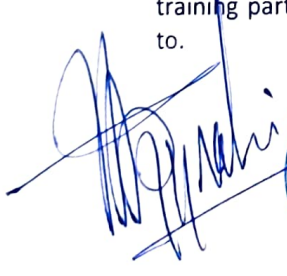

Training Partner hereby agrees Jointly and severally to indemnify Manage, their representatives, administrators, and properties from and against all action, demands, proceedings, prosecutions, attachments and the like arising out of its liabilities and all charges, taxes etc.

Similarly, ESSCI shall be liable to indemnify/Compensate the training Centre on account of any losses arising due to fault of ESSCI.

#### E. Liabilities

The ESSCI shall not, however be liable for:

- a) Any claim of payment made by employee of the Training Partner.
- b) Discharging any financial commitment made by Training Partner.
- c) Any suit on account of demands for infringement of copyright and other laws by the training partner which have no nexus with the object of the MOU being entered in to.




Principal  
Talent Academy of Technology  
Bhubaneswar-751024

The Training partner shall ensure that all its software is legal. ESSCI shall not be responsible in any way for any liabilities arising out of pirated software.

ANMEJAYA RAUTKAL  
NOTARY, BHUBANESWAR  
REGD. NO. ON. 86/2012  
GOVT. OF ODISHA  
04-9237121277

**Electronics Sector Skills Council of India**

**Dinabandhu Foundation For  
Educational Research And Socio  
Economic Development,  
(Trident Academy of Technology)**

Signature NK Mohapatra

Name: **NK Mohapatra**  
Title: **CEO, ESSCI**  
Date:

Witness: **NEERAJ SHARMA**  
Name: **MANAGER - TRAINING & QA**  
Address: **602-608, 6<sup>th</sup> Floor,  
Ansal Chambers-II, Bhikaji Cama Place  
New Delhi-110066**

Neeraj Sharma

Signature:



Signature Dr. B. B. Panigrahi

Name: **Dr. B. B. Panigrahi**  
Title: **Chief Mentor, Dinabandhu Foundation**  
Date: **14.09.2018**

Witness: Prof. (Dr) R.N. Satpathy  
Name: **Prof. (Dr) R.N. Satpathy**  
Executive Director  
Address :  
Trident Group of Institutions  
Bhubaneswar-751024



Signature:



ANMEJAYA RAUTKAL  
NOTARY, BHUBANESWAR  
REGD. NO. ON. 86/2012  
GOVT. OF ODISHA  
04-9237121277

**ATTESTED**

[Signature]

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

ANMEJAYAKAUIKA  
 NOTARY BHUBANESWAR  
 REGD NO. ON. 86/2012  
 GOVT. OF ODISHA  
 049337121077

**Annexure 1**

List of job roles for conducting training in centers located all India by **Dinabandhu Foundation For Educational Research And Socio Economic Development (Trident Academy of Technology)** as agreed on 14.09.2018.

S.No.	Job Roles
<b>HIGHER JOB ROLES ( COE – Model Center )</b>	
1	Systems Design Engineer (PCB Design)(ELE/Q8702) - Level 5
2	Systems Analyst (PCB Design)(ELE/Q8701) - Level 5
3	FPGA Design Engineer(ELE/Q8201) - Level 6
4	PCB Design Engineer(ELE/Q8703) - Level 4
5	Product Engineer (ELE/Q4201)- Level 5
<b>TECHNICIAN JOB ROLES (Base Level )</b>	
6	Field Engineer – RACW(Refrigerator, AC, Washing Machine) - 5
7	LED Light Repair Technician – Level 4
8	Solar Panel Installation Technician – Level 4
9	Mobile Hardware Repair Technician - Level 4
10	DTH Set up Box Technician – Level 4
11	Field Technician Networking and Storage - Level 4
12	Field Technician – Computing and Peripherals – Level 4
13	TV Repair Technician – Level 4
14	Field Technician – Other Home Appliances – Level 4
15	CCTV Installation Technician – Level 4

**Electronics Sector Skills Council of India**

Signature NK Mohapatra

Name: **NK Mohapatra**  
 Title: **CEO, ESSCI**  
 Date:

Witness:  
 Name: **NEERAJ SHARMA**  
 Address: 602-608, 6<sup>th</sup> Floor, **MANAGER - TRAINING**  
 Ansal Chambers-II, Bhikaji Cama Place  
 New Delhi-110066

Signature: Neeraj Sharma



**Dinabandhu Foundation For Educational Research And Socio Economic Development, (Trident Academy of Technology)**

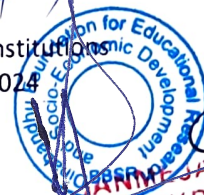
Signature Dr. B. B. Panigrahi

Name: **Dr. B. B. Panigrahi**  
 Title: **Chief Mentor, Dinabandhu Foundation**  
 Date: 14.09.2018

Witness:  
 Name: **Prof. (Dr) R.N. Satpathy**

Executive Director  
 Address :  
 Trident Group of Institutions  
 Bhubaneswar-751024

Signature



ANMEJAYAKAUIKA  
 NOTARY BHUBANESWAR  
 REGD NO. ON. 86/2012  
 GOVT. OF ODISHA

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

29 SEP 2018



उड़ीसा ORISSA

## MEMORANDUM OF UNDERSTANDING

Between

**Electronics Sector Skills Council of India (ESSCI)**

And

**Dinabandhu Foundation For Educational Research And  
Socio Economic Development(Dinabandhu Foundation),**

**(Trident Academy of Technology)**

Date: 14<sup>th</sup> , September , 2018 | Bhubaneswar | Indi

This Memorandum of Understanding (MOU) made on the 14 September 2018 at New Delhi between:

Electronics Sector Skills Council of India (ESSCI), a not-for-profit Company incorporated under Section 25 of the Companies Act 1956 having its registered office at 602-608, 6<sup>th</sup> Floor, Ansal Chambers-II, Bhikaji Cama Place, New Delhi-110066 and is represented herein

*[Handwritten signature]*



*[Handwritten signature]*  
Principal  
Trident Academy of Technology  
Bhubaneswar-751024

JANKI DEVI RAUIKS  
NOTARY BHUBANESWAR  
REGD NO. 01/2401  
GOVT. OF ODISHA  
01/917721277

this by Mr. NK Mohapatra, who is duly authorized to sign this document (herein after referred as "ESSCI" which expression shall unless excluded by or repugnant to the context be deemed to mean and include his successor in office or assigns) of the First Part.

AND

**Dinabandhu Foundation For Educational Research And Socio Economic Development, (Trident Academy of Technology) herein after called Dinabandhu Foundation**, registered under the Indian Trust Act q882, having its registered office at **A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha** and it is represented by **Dr. B.B.Panigrahi, Chief Mentor**, who is duly authorized to sign this document "hereinafter referred to as "Training Partner", which expression shall, unless it is repugnant to context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS this MOU is to set out the framework for working relationship between ESSCI and **Dinabandhu Foundation** to carry-out training of learners across India as per National Occupational Standards (NOS), specifically for the job role(s) as given in Annexure 1 which is subject to modifications based on assessment by ESSCI of **Dinabandhu Foundation** for conducting the training on additional job roles and which could be listed in addendum(s) for a period of two year commencing from the date of this agreement:

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**A. Roles & Responsibilities**

**Electronics Sector Skills Council of India (ESSCI)**

1. ESSCI will verify course alignment as per the applicable Qualification packs (QPs) or National Occupational Standards (NOS).
2. ESSCI will verify the credentials of Trainers.
3. ESSCI will verify Training Partners arrangement for Master Trainer and their credentials.
4. ESSCI will verify the laboratory infrastructure and tools along with capacity as per Qualification packs (QPs) and National Occupational Standards (NOS).
5. ESSCI will verify Training Partner industry connect for placement and will support in industry interaction (if required).
6. ESSCI will develop the assessment framework / tools including questions banks, for competence assessment of trainees, aligned with Qualification packs (QPs) and National Occupational Standards (NOS).
7. ESSCI and **Dinabandhu Foundation** will work in accordance with the latest version of the process manual as defined by ESSCI on project to project basis as per PMU requirements.



*[Signature]*

**ATTESTED**

*[Signature]*

**Principal** 2 | 8  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

*[Handwritten Signature]*  
NOTARY, BHUBANESWAR  
REGD. NO. ON 01/02/2012  
ODISHA  
PIN-751022

8. ESSCI will validate the results of the assessment undertaken by assessor and share the results and soft copy of the certificates with **Dinabandhu Foundation** as per PMU requirement.
9. ESSCI will address the grievances of **Dinabandhu Foundation** related to performance, assessment or any other issue.
10. ESSCI will share the PMU guidelines to participate in the scheme.
11. ESSCI will share the Assessment fee details on project to project basis.
12. ESSCI will monitor the Quality & outcome of Training delivery by **Dinabandhu Foundation**.

**Dinabandhu Foundation For Educational Research And Socio Economic Development (Trident Academy of Technology)**

1. **Dinabandhu Foundation** shall mobilize trainees; register the trainees with a record of their details as per required format of PMU.
2. **Dinabandhu Foundation** shall verify the credentials of candidates.
3. **Dinabandhu Foundation** will be liable for any wrong or misleading information.
4. **Dinabandhu Foundation** will mobilize the candidates with planned utilization to achieve employability requirement as per PMU.
5. **Dinabandhu Foundation** will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.
6. **Dinabandhu Foundation** will be responsible to align the training delivery as per Qualification Packs (QPs) and National Occupational Standards (NOS).
7. **Dinabandhu Foundation** will give the details of the trainers for roll out of courses.
8. **Dinabandhu Foundation** shall ensure that the start and end date of every batch is entered into the Information system as per PMU requirement before commencement of training.
9. **Dinabandhu Foundation** should pay the assessment fee in advance or as per scheme in the PMU requirements, to ESSCI for planning the required assessment.

*[Handwritten Signature]*  
**Principal** 3 | 8  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

JANMEJAYA KAUTIKA  
NOTARY BHUBANESWAR  
REGD. NO ON 86/2012  
ODISHA  
06-93311222

10. **Dinabandhu Foundation** (Training Partner) will be held responsible for all the practices / information and will be liable for automatic de-affiliation
11. During the assessment, **Dinabandhu Foundation** has to ensure that the necessary facilities and adequate laboratory infrastructure and consumables (if any) are made available for assessment.
12. Reassessment of failed and "did not appear" candidates will be considered as the fresh Assessment.
13. It will be the responsibility of **Dinabandhu Foundation** to print out the color certificates on A4 size sheet with 160 to 180 GSM.
14. **Dinabandhu Foundation** needs to ensure that the trainee is meeting the entry level requirements of the project as per PMU.
15. **Dinabandhu Foundation** will inform the Trainees clearly the exact transaction of funds and the training process up to certification & reward if any.
16. **Dinabandhu Foundation** will regularly update the progress report as per required MIS format of ESSCI.
17. **Dinabandhu Foundation** shall support any online audit or regular audit by ESSCI or ESSCI nominated agencies.
18. Whenever **Dinabandhu Foundation** will share any information pertaining to ESSCI to Govt. Body or Industry, it has to be marked or shared with ESSCI.
19. It will be the responsibility of **Dinabandhu Foundation** to promote and conduct only NSQF based Training and SSC certification.
20. **Dinabandhu Foundation** have to follow all the Monitoring Guideline specified by the SSC or Govt.
21. Follow the Course outline supplied by the ESSCI, as may be amended from time to time.




Principal 4 | 8  
Trident Academy of Technology  
Bhubaneswar-751024

JANMIL JAYA PALLUA  
 NOTARY, BHUBANESWAR  
 REGD. NO. ON. 8022013  
 GOVT. OF ODISHA  
 04973772177

**B. Commercial Terms & Conditions**

1. **Dinabandhu Foundation** undertakes to pay ESSCI affiliation fees as given below:

Affiliation Related Services	Charges	When Applicable
Application fee	INR 5,000/-	At the time of affiliation
Affiliation fee	INR 20,000/-	For 1 Center
Course alignment for each Job role	INR 7,000/-	At the time of initial affiliation or during the review of additional courses

2. Assessment fee for the courses will be charged by ESSCI as per project requirements.

3. A minimum batch size of 25 trainees needs to be ensured by **Dinabandhu Foundation** or as per PMU requirements.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

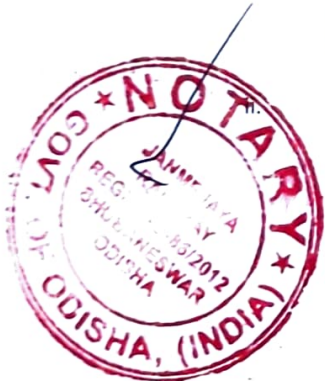
IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of first written above.

**C. Governing Law and Dispute Resolution**

This Agreement shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such dispute or the date such event comes to the notice of the applicable party. Any dispute between ESSCI and the Training Partner in connection with this Agreement shall be referred to the designated officials of ESSCI and the Training Partner for mutual discussions and negotiations.

If no settlement can be reached through mutual discussions and negotiations within [15 days] of either ESSCI or the Training Partner delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the court by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral



*[Handwritten signature]*

**ATTESTED**

*[Handwritten signature]*  
 Principal  
**Trident Academy of Technology**  
 Bhubaneswar-751024

*[Handwritten Signature]*  
JANMEJAYA SULTANA  
NOTARY, BHUBANESWAR  
REGD. NO. 012012011  
GOVT. OF ODISHA  
PH-9337121277

person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- a. The arbitration proceedings shall be conducted in English;
- b. The place of arbitration shall be [Delhi];
- c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi] shall have exclusive jurisdiction;
- d. The costs of arbitration shall be borne as determined in the arbitration award; and
- e. The decision of the arbitrator(s) shall be final and binding on the Parties.

All the above terms & conditions have been read understood & shall abide by the same. In case of violation of any term or if the quality of the training is not satisfactory, the affiliation will be cancelled by Electronics Sector Skills council of India.

In case of any dispute, the decision taken by ESSCI shall be final & acceptable to us.

**D. Indemnity Clause**

Training Partner hereby agrees Jointly and severally to indemnify Manage, their representatives, administrators, and properties from and against all action, demands, proceedings, prosecutions, attachments and the like arising out of its liabilities and all charges, taxes etc.

Similarly, ESSCI shall be liable to indemnify/Compensate the training Centre on account of any losses arising due to fault of ESSCI.

**E. Liabilities**

The ESSCI shall not, however be liable for:

- a) Any claim of payment made by employee of the Training Partner.
- b) Discharging any financial commitment made by Training Partner.
- c) Any suit on account of demands for infringement of copyright and other laws by the training partner which have no nexus with the object of the MOU being entered in to.

*[Handwritten Signature]*

*[Handwritten Signature]*  
  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

The Training partner shall ensure that all its software is legal. ESSCI shall not be responsible in any way for any liabilities arising out of pirated software.

JANMEJAYA RAUT  
NOTARY BHUBANESWAR  
REGD. NO. OD/16/2017  
GOVT. OF ODISHA  
04-9337121277

**Electronics Sector Skills Council of India**

**Dinabandhu Foundation For  
Educational Research And Socio  
Economic Development,  
(Trident Academy of Technology)**

Signature NK Mohapatra

Signature Dr. B. B. Panigrahi  


Name: **NK Mohapatra**  
Title: **CEO, ESSCI**  
Date:

Name: **Dr. B. B. Panigrahi**  
Title: **Chief Mentor, Dinabandhu Foundation**  
Date: **14.09.2018**

Witness: **NEERAJ SHARMA**  
Name: **MANAGER - TRAINING & SA**  
Address: **602-608, 6<sup>th</sup> Floor,  
Ansal Chambers-II, Bhikaji Cama Place  
New Delhi-110066**

Witness: Prof. (Dr) R.N. Satpathy  
Name: **Prof. (Dr) R.N. Satpathy**  
Title: **Executive Director**  
Address :  
**Trident Group of Institutions  
Bhubaneswar-751024**

Neeraj Sharma



Signature:

Signature:



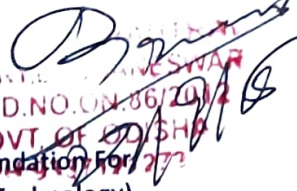
JANMEJAYA RAUT  
NOTARY BHUBANESWAR  
REGD. NO. OD/16/2017  
GOVT. OF ODISHA  
04-9337121277

**ATTESTED**

Principal

**Principal** 7 | 8  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

**Annexure 1**

  
 REGD. NO. ON 06/2012  
 GOVT. OF ODISHA  
 BHUBANESWAR


List of job roles for conducting training in centers located all India by **Dinabandhu Foundation For Educational Research And Socio Economic Development (Trident Academy of Technology)** as agreed on 14.09.2018.

S.No.	Job Roles
<b>HIGHER JOB ROLES ( COE – Model Center )</b>	
1	Systems Design Engineer (PCB Design)(ELE/Q8702) - Level 5
2	Systems Analyst (PCB Design)(ELE/Q8701) - Level 5
3	FPGA Design Engineer(ELE/Q8201) - Level 6
4	PCB Design Engineer(ELE/Q8703) - Level 4
5	Product Engineer (ELE/Q4201)- Level 5
<b>TECHNICIAN JOB ROLES (Base Level)</b>	
6	Field Engineer – RACW(Refrigerator, AC, Washing Machine) - 5
7	LED Light Repair Technician – Level 4
8	Solar Panel Installation Technician – Level 4
9	Mobile Hardware Repair Technician - Level 4
10	DTH Set up Box Technician – Level 4
11	Field Technician Networking and Storage - Level 4
12	Field Technician – Computing and Peripherals – Level 4
13	TV Repair Technician – Level 4
14	Field Technician – Other Home Appliances – Level 4
15	CCTV Installation Technician – Level 4

**Electronics Sector Skills Council of India**

**Dinabandhu Foundation For Educational Research And Socio Economic Development, (Trident Academy of Technology)**


Signature 

Signature 


Name: **NK Mohapatra**  
 Title: **CEO, ESSCI**  
 Date:

Name: **Dr. B. B. Panigrahi**  
 Title: **Chief Mentor, Dinabandhu Foundation**  
 Date: 14.09.2018

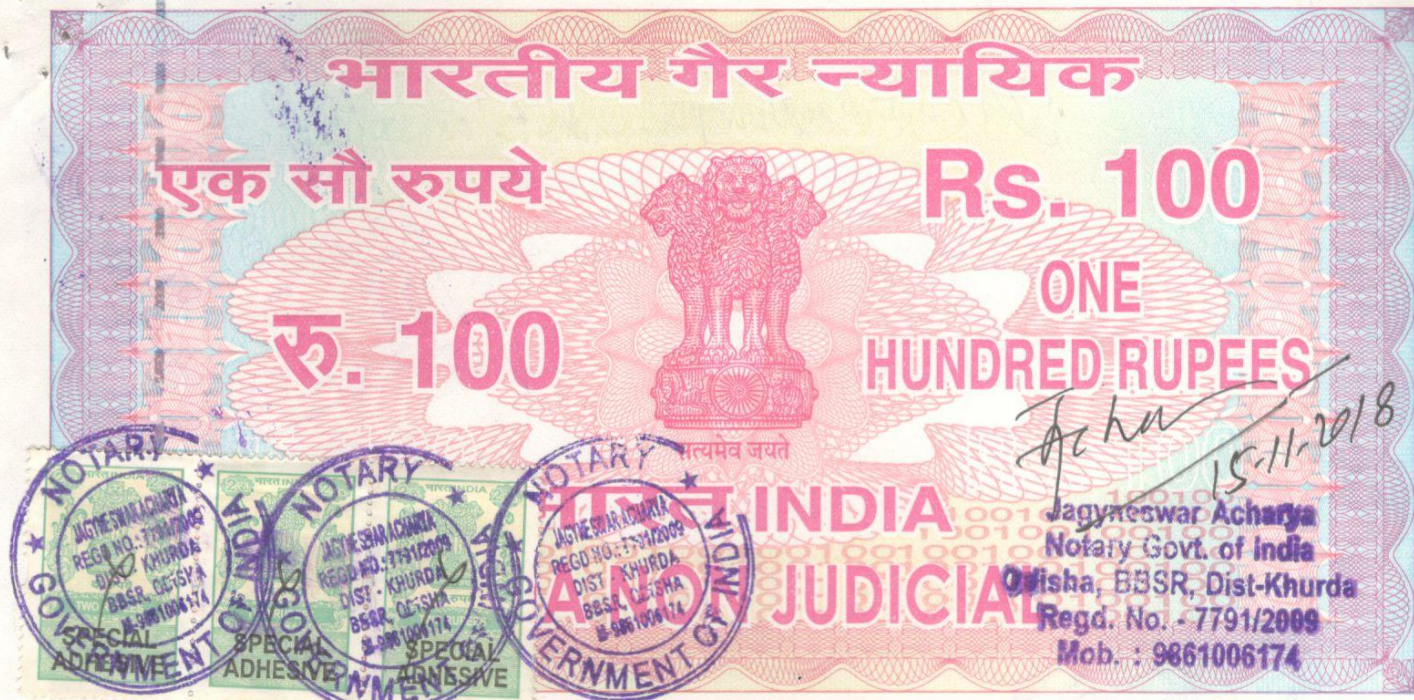
Witness:  
 Name: **NEERAJ SHARMA**  
 Address: 602-608, 6<sup>th</sup> Floor, **MANAGER - TRAINING**  
 Ansal Chambers-II, Bhikaji Cama Place  
 New Delhi-110066

Witness:   
 Name: **Prof. (Dr) R. N. Satpathy**  
 Executive Director  
 Address :  
 Trident Group of Institutions  
 Bhubaneswar-751024

Signature:   


Signature:   
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**  
 04-933712125





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# MEMORANDUM OF UNDERSTANDING

Between

Capital Goods Sector Skill Council(CGSC)

And

Dinabandhu Foundation For Educational Research And Socio Economic Development(Dinabandhu Foundation),

(Trident Academy of Technology)

For The Establishment of

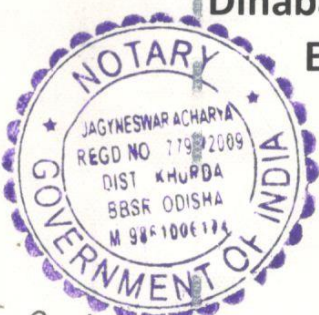
Centre of Excellence – < Industry 4.0 & Precision Engineering >

Date: 15<sup>th</sup>, November, 2018 | Bhubaneswar | India

**ATTESTED**



*[Signature]*  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



*[Signature]*  
 15-11-18

10572

14.11.18

100

Dinabandhu Foundation

1882 Agreement

DISTRICT TREASURER  
KHURDA, BHUPANESWAR

23 OCT 2018

ADDL. TREASURY OFFICER

Signature

Foundation for Educational, Social & Economic Development

SRI MURALI DHAR SAHOO  
STAMP VENDOR, REGD. NO. 1882  
SUB-COLLECTOR OFFICE RD. NO. 9  
BHUPANESWAR, KHURDA

ATTESTED

Signature

Principal  
Trident Academy of Technology  
Bhubaneswar-751024



Jagynesar Acharya  
 Notary Govt. of India  
 Odisha, BBSR, Dist-Khurda  
 Regd. No. - 7791/2009  
 Mob. : 9861006174

*J. Acharya*  
 15-11-2018



## Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 29th day of September in **2018** by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Capital Goods Sector Skill Council (CGSC)**, is a Not-for-Profit Organization, registered under the Societies Registration Act, 1860 having its registered office at Federation House, 1 Tansen Marg, New Delhi and its operating office at L-29, 1st Floor, C/O AWFIS, Outer Circle, Connaught Place New Delhi 110001. The Council has been promoted by Federation of Indian Chambers of Commerce and Industry (FICCI) and Department of Heavy Industries (DHI), Government of India, with financial support by National Skill Development Corporation (NSDC). The supporting organizations include leading industry and industry associations representing both public and private sector and represented by Mr IS Gahlaut, CEO, hereinafter referred to as CGSC, which expressions shall, unless it be repugnant to the subject or context thereof, include its successors, administrators, permitted assigns, nominees and secretariat created for implementation) of the FIRST PARTY.

AND

**Dinabandhu Foundation For Educational Research And Socio Economic Development, (Trident Academy of Technology)** herein after called **Dinabandhu Foundation**, registered under the Indian Trust Act 1882, having its registered office at A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha and it is represented by **Dr. B.B.Panigrahi, Chief Mentor** (hereinafter referred to as **Dinabandhu Foundation**" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the SECOND PARTY



*J. Acharya*  
 15-11-18

WHEREAS this MOU is to set out the framework for working relationship between **Capital Goods Sector Skill Council (CGSC)** and **Dinabandhu Foundation** to support **Centre of Excellence (COE)** in " **Industry 4.0 and Precisions Engineering** " (to operate in **Trident Academy of Technology** premises, **Bhubaneswar, Odisha, India** . This **COE** will showcase latest facilities for training the students for **Industry 4.0 & Precision Engineering** related Job Roles as per National Occupational Standards (NOSs) with National Skill Quality Framework (NSQF) levels. The main focus will be to train the trainer to facilitate multiple location and sufficient capacity of trained manpower.

**ATTESTED**

*NSC*



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





*Jagan*  
15.11.2018  
Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174



**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

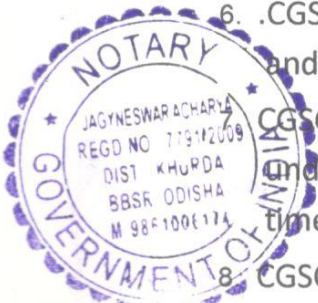
**A. Joint Roles & Responsibilities**

Both parties while recognizing the strengths of each other, will work together to enhance the skills of the beneficiaries, thus increasing their employability. In that, both parties will work together to:

- (a) Embed additional NSQF aligned skill qualifications, both in the existing technologies and future technologies of Industry 4.0 to support the regular approved degree / diploma courses.
- (b) Conduct Training of Trainers and Training of Assessors programmes periodically
- (c) Set up a CoE focused on Industry 4.0 technologies
- (d) Engage with industry for guest lectures and placement support
- (e) Create a process of assessment and certification of the existing engineering students with a particular focus on mechanical engineering stream
- (f) Carry out periodic labour market surveys by engaging the students
- (g) Organise skill / industry specific seminars, workshops and other capacity building programmes

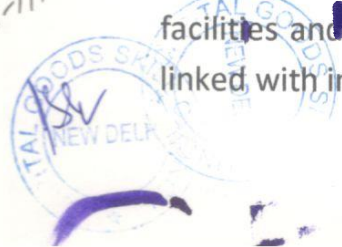
**Roles & Responsibilities of Capital Goods Sector Skill Council (CGSC)**

- 4. CGSC will take / propose other measures as may be considered necessary to promote skill based industry focused programs in the larger interest.
- 5. CGSC will assist for Industry alignment support .
- 6. CGSC will assist for the absorption of the trained manpower in Industry 4.0 and precision engineering related Industries.
- 7. CGSC will assist for the required equipments, instruments and consumables under CSR Program of industries or any other funding agencies from time to time.
- 8. CGSC will help to arrange Industry 4.0 and Precision Engineering related funded job roles - QPs time to time.
- 9. CGSC will assist in abandhu Foundation for Higher Research, Incubation facilities and Programs connecting to Modern Technologies related to COE linked with industries.

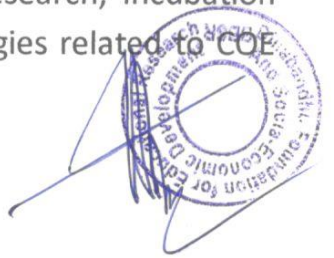


*Jagan*  
15-11-2018

**ATTESTED**



**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**





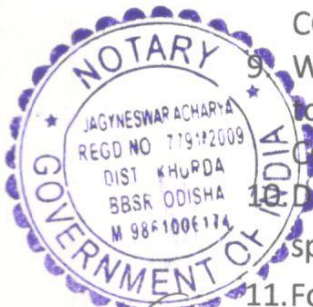
Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174  
15-11-2018



10. CGSC and Dinabandhu Foundation will jointly apply for consulting tenders / works in PAN India
11. CGSC and Dinabandhu Foundation will jointly apply for International CSR Funding or any other International Funding time to time .
12. CGSC should publish through its media and internet coverage ..

**Roles & Responsibilities Dinabandhu Foundation For Educational Research And Socio Economic Development (Trident Academy of Technology) – Dinabandhu Foundation**

1. Dinabandhu Foundation and CGSC will jointly operate the Centre of Excellence (COE)
2. Dinabandhu Foundation will share the demand to CGSC to develop / identify the Qualification Packs (QP) / National Occupational Standards (NOSs)
3. Dinabandhu Foundation will allow its infrastructure for ToT /ToA / RPL.
4. Dinabandhu Foundation should publish through its media and internet coverage
5. Dinabandhu Foundation will propose up gradation of existing QPs or new QPs as per evolving requirement .
6. Dinabandhu Foundation shall mobilize trainees; register the trainees with a record of their details as per required format of PMU.
7. Dinabandhu Foundation in association with CGSC will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.
8. Dinabandhu Foundation shall support any online audit or regular audit by CGSC or CGSC nominated agencies.
9. Whenever Dinabandhu Foundation will share any information pertaining to CGSC to Govt. Body or Industry, it has to be marked or shared with CGSC.
10. Dinabandhu Foundation have to follow all the Monitoring Guideline specified by the SSC or Govt.
11. Follow the Course outline supplied by the CGSC , as may be amended from time to time.
12. Dinabandhu Foundation will propose up gradation of existing QPs or new QPs as per evolving requirement



15/11/2018

KSe



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





Jagyneswar Acharya  
 Notary Govt. of India  
 Odisha, BBSR, Dist-Khurda  
 Regd. No. - 7791/2009  
 Mob. : 9861006174

*15-11-2018*



**Financials:**

The provision will be worked out mutually between CGSC and Dinabandhu Foundation on each of the engagement areas as per scope of this MOU. These provisions will be respected by both the parties after the same is finalized

**Duration / Term of the MoU:**

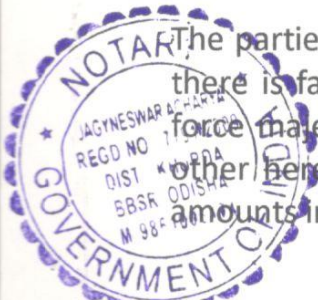
- a) This MoU shall be valid for Five (5) years from the date of its entering into and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on a six monthly basis.

**Changes / Amendment:**

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

**Termination:**

The parties can terminate this MoU after serving 6 (six) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to the other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.



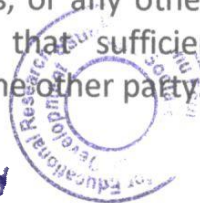
**Force Majeure:**

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

**ATTESTED**



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



*[Handwritten signature]*



Jagynesar Acharya  
 Notary Govt. of India  
 Odisha, BBSR, Dist-Khurda  
 Regd. No. - 7791/2009  
 Mob. : 9661006174

*Acharya*  
 15-11-2018



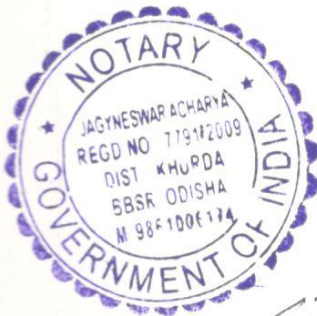
**B. Governing Law and Dispute Resolution**

This Agreement shall be governed by and constructed in accordance with the laws of India

i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between Client and the Service Provider in connection with this Agreement shall be referred to the designated officials of CGSC and the Service Provider for mutual discussions and negotiations.

ii. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either Client or the Service Provider delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- a. The arbitration proceedings shall be conducted in English;
- b. The place of arbitration shall be [Delhi/Bhubaneswar];
- c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi/Bhubaneswar] shall have exclusive jurisdiction;

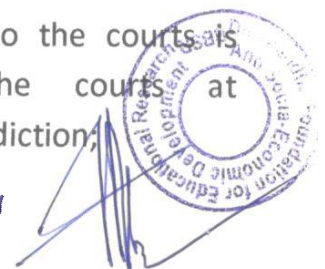


*Acharya*  
 15-11-2018

**ATTESTED**



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





Jagyneswar Acharya *Acharya*  
 Notary Govt. of India  
 Odisha, BBSR, Dist-Khurda 15-11-2018  
 Regd. No. - 7791/2009  
 Mob. : 9861006174



- d. The costs of arbitration shall be borne as determined in the arbitration award; and
- e. The decision of the arbitrator(s) shall be final and binding on the Parties.

All the above terms & conditions have been read understood & shall abide by the same. In case of violation of any term or if the quality of the training is not satisfactory, the affiliation will be cancelled by Electronics Sector Skills council of India.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

Capital Goods Sector Skill Council  
(CGSC)

*[Signature]*  
 Mr Inder S Gahlaut  
 C.E.O.  
 Capital Goods Sector Skill Council  
(CGSC)

Witness:

*[Signature]*  
 Mr. Nirbhay Srivastava  
 Head , Standards and Quality  
 Assurance  
 Capital Goods Sector Skill Council  
(CGSC)

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**

IDENTIFIED BY ME  
*[Signature]*  
 15/11/18  
 ADVOCATE BBSR

Dinabandhu Foundation For Educational  
 Research and Socio Economic Development  
 ( Trident Academy of Technology)-  
 Dinabandhu Foundation

*[Signature]*  
 Dr. B.B. Panigrahi  
 Chief Mentor  
 Dinabandhu Foundation

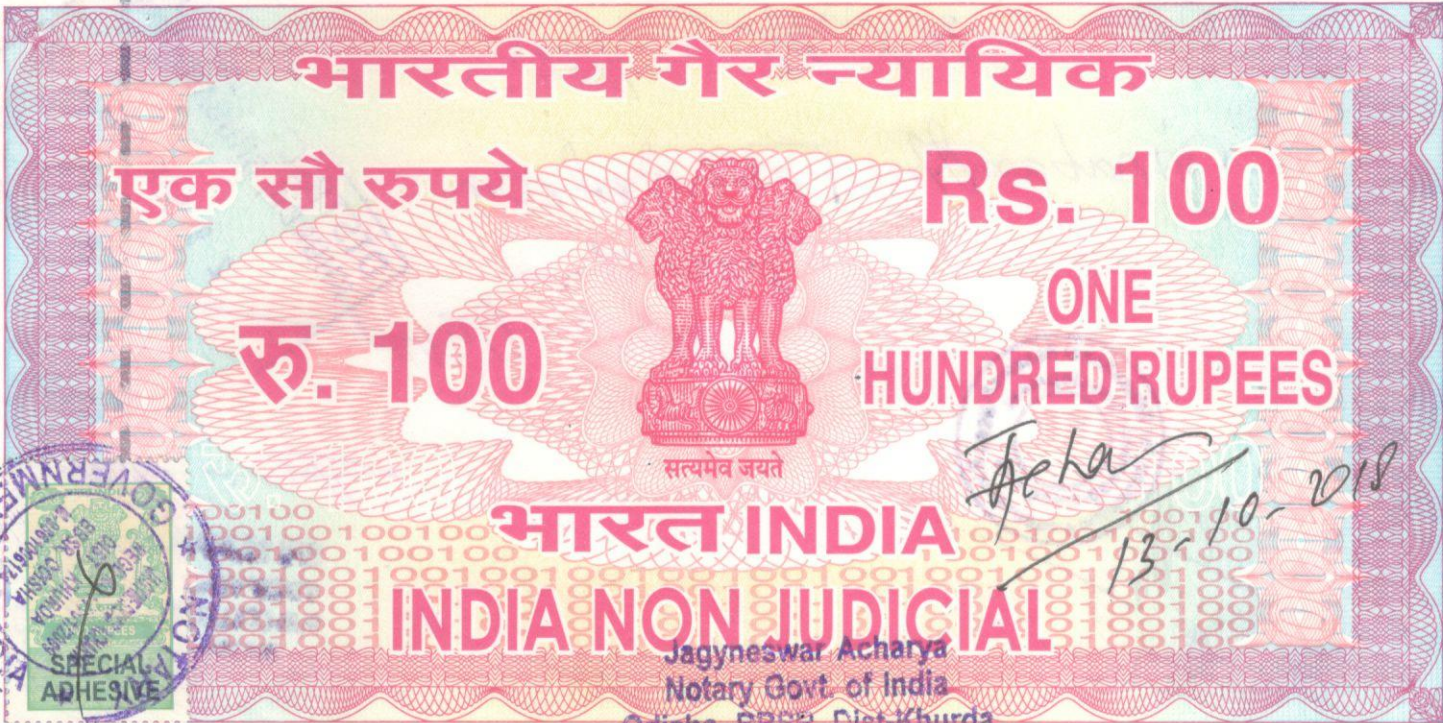
Witness:

*[Signature]*  
 Prof.(Dr.) RN Satpathy  
 Executive Director  
 Trident Group of Institutions ,  
 Bhubaneswar  
 ( UnderDinabandhu Foundation)

**Executed in  
 Presence of Witness**



*Acharya*  
 15/11/2018  
 Jagyneswar Acharya  
 Notary Govt. of India  
 Odisha, BBSR, Dist-Khurda  
 Regd. No. - 7791/2009  
 Mob. : 9861006174



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Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

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## MEMORANDUM OF UNDERSTANDING

Skill Council For Green Jobs(SCGJ)

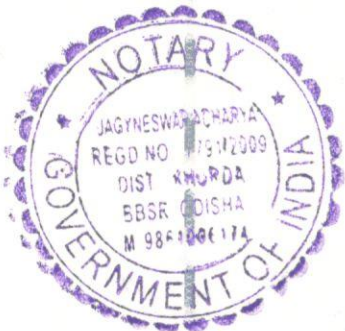
And

Dinabandhu Foundation For Educational Research And  
Socio Economic Development (Dinabandhu Foundation),

(Trident Academy of Technology)

On

Centre of Excellence – < Renewable Energy >



Date: 13<sup>th</sup>, October, 2018 | Bhubaneswar | India

**ATTESTED**

*Sare*



Principal  
Trident Academy of Technology  
Bhubaneswar-751024



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Dinabandhu Foundation  
Trust

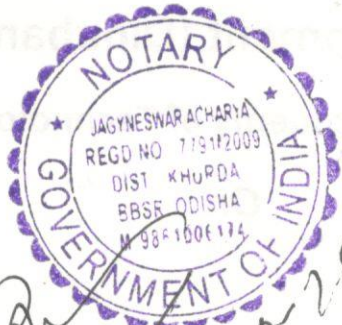
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DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
29 SEP 2018  
*[Handwritten initials]*



*[Handwritten signature]*

*[Handwritten signature]*  
SRI NURALI DHAR SAHOO  
STAMPENDOR, REGD. NO. 1862  
SUB-COLLECTOR OFFICE ID. NO. 4  
BHU/TRANS/STAMP/18/1875A



*[Handwritten signature]*  
13-7-28

ATTESTED

*[Handwritten signature]*



Principal  
Trident Academy of Technology  
Bhubaneswar-751024

*Jagyneshwar Acharya*  
Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

## Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 13<sup>th</sup> day of October in 2018 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Skill Council For Green Jobs (SCGJ)**, is a not-for-profit, autonomous, industry-led society, was incorporated under the Societies Registration Act XXI, 1860 its registered office at 3rd Floor, CBIP Building, Malcha Marg, Chanakyapuri, New Delhi - 110021, represented by its **C.E.O, Dr. Praveen Saxena**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Institute's Secretariat created for implementation, executors and administrators of the **FIRST PARTY**.

AND

**Dinabandhu Foundation For Educational Research And Socio Economic Development, (Trident Academy of Technology)** herein after called **Dinabandhu Foundation**, registered under the Indian Trust Act 1882, having its registered office at A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha and it is represented by **Dr. B.B.Panigrahi, Chief Mentor** (hereinafter referred to as "**Dinabandhu Foundation**" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the

**SECOND PARTY**

WHEREAS this MOU is to set out the framework for working relationship between **Skill Council For Green Jobs (SCGJ)** and **Dinabandhu Foundation** to set up **Centre of Excellence (COE)** to be operated in **Trident Academy of Technology** premises, **Bhubaneswar, Odisha, India**. This **COE** will showcase latest facilities for training the students for **Renewable Energy** related Job Roles as per National Occupational Standards (NOSs) with National Skill Quality Framework (NSQF) levels. The main focus will be to train the trainer to facilitate multiple location and sufficient capacity of trained manpower.



*Sax*



**ATTESTED**

*[Signature]*  
Principal  
Trident Academy of Technology  
Bhubaneswar-751024





SCGJ

SKILL COUNCIL FOR  
GREEN JOBS

Jagyneswar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

**TRIDENT**  
GROUP OF INSTITUTIONS

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**A. Roles & Responsibilities**

**Skill Council For Green Jobs (SCGJ)**

1. SCGJ will technically support operate the Centre of Excellence (COE)
2. SCGJ will develop the Qualification Packs (QP) / National Occupational Standards (NOSs) as per the market need in the renewable energy area.
3. SCGJ will facilitate timely Assessments and joint Certification with Dinabandhu Foundation of the trainers of the COE being trained in renewable energy and Smart City Technology related job roles .
4. Training facility as per requirement of job role will be made available by Dinabandhu Foundation.
5. SCGJ will assist for Industry alignment support.
6. Dinabandhu Foundation may propose and will help in up gradation of existing QPs or new QPs as per evolving industry requirement.
7. SCGJ will assist for the absorption of the trained manpower in Renewable Energy Sector and its related Industries.
8. SCGJ will facilitate for the supply of required equipment, instruments and consumables under CSR Program of industries or any other funding agencies from time to time.
9. SCGJ will help in conducting Training of Trainers (ToTs) Program.
10. SCGJ will help to arrange Renewable Energy related funded job roles - QPs time to time.
11. SCGJ will help Dinabandhu Foundation for Higher Research, Incubation facilities and Program connecting to Modern Technologies linked with industries.
12. SCGJ and Dinabandhu Foundation may jointly apply for consulting tenders / works in PAN India. The role of each organization would be mutually decided on project by project basis.
13. SCGJ and Dinabandhu Foundation may jointly apply for International CSR Funding or any other International Funding time to time on mutually agreed terms.
14. SCGJ will verify course alignment as per the applicable Qualification packs (QPs) or National Occupational Standards (NOS).
15. SCGJ will verify the credentials of Trainers .
16. SCGJ and Dinabandhu Foundation will work in accordance with the latest version of the process manual as defined by SCGJ on project to project basis as per PMU requirements.
17. SCGJ will validate the results of the assessment undertaken by assessors and share the results, and soft copy of the certificates with Dinabandhu Foundation as per PMU requirement.
18. SCGJ will address the grievances of Dinabandhu Foundation time to time.
19. SCGJ will share the PMU guidelines to participate in the scheme.
20. SCGJ will monitor the Quality & outcome of Training delivery by Dinabandhu Foundation .
21. SCGJ will publish the activities through its media and internet coverage



*Das*



**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





SKILL COUNCIL FOR  
GREEN JOBS

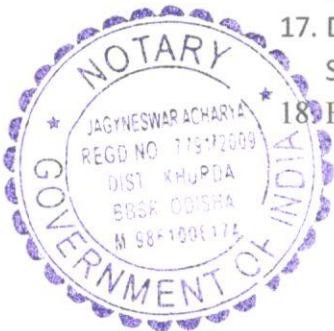
Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

13/10/2019

**TRIDENT**  
GROUP OF INSTITUTIONS

**Dinabandhu Foundation For Educational Research and Socio Economic Development  
(Trident Academy of Technology) – Dinabandhu Foundation**

1. Dinabandhu Foundation will operate the Centre of Excellence (COE)
2. Dinabandhu Foundation will share the demand to SCGJ to develop / identify the Qualification Packs (QP) / National Occupational Standards (NOSs)
3. Dinabandhu Foundation will allow its infrastructure for ToT /ToA / RPL.
4. Training facility as per requirement of job role will be made available.
5. Dinabandhu Foundation will also assist SCGJ for Industry alignment support
6. Dinabandhu Foundation will also publish the activities through its media and internet coverage
7. Dinabandhu Foundation will suggest, if required up gradation of existing QPs or new QPs as per evolving requirement .
8. Dinabandhu Foundation shall mobilize trainees; register the trainees with a record of their details as per required format of PMU.
9. Dinabandhu Foundation in association with SCGJ will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.
10. Dinabandhu Foundation will give the details of the trainers for roll out of courses.
11. Dinabandhu Foundation shall ensure that the start and end date of every batch is entered into the Information system as per PMU requirement before commencement of training .
12. Reassessment of failed and “did not appear” candidates may be considered.
13. Dinabandhu Foundation needs to ensure that the trainee is meeting the entry level requirements of the project as per PMU.
14. Dinabandhu Foundation will regularly update the progress report as per required MIS format of SCGJ.
15. Dinabandhu Foundation shall support any online audit or regular audit by SCGJ or SCGJ nominated agencies.
16. Whenever Dinabandhu Foundation will share any information pertaining to SCGJ to Govt. Body or Industry, it has to be marked or shared with SCGJ.
17. Dinabandhu Foundation have to follow all the Monitoring Guideline specified by the SSC or Govt.
18. Follow the Course outline supplied by the SCGJ , as may be amended from time to time.



*Law*



**ATTESTED**

*[Signature]*

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**





SKILL COUNCIL FOR GREEN JOBS

Jagyneswar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

13/10/28



**Financials:**

The provision will be worked out mutually between SCGJ and Dinabandhu Foundation once the academic matters are in progress. These provisions will be respected by both the parties after the same is finalized.

**Duration / Term of the MoU:**

- a) This MoU shall be valid for Five (5) year from the date of it's entering into and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on a six monthly basis.

**Changes / Amendment:**

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

**Termination:**

The parties can terminate this MoU after serving 6 (six) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

**Force Majeure:**

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.



Sau  
**ATTESTED**



*[Signature]*

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





SKILL COUNCIL FOR GREEN JOBS

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khorda  
Regd. No. - 7791/2009  
Mob : 9861006174

15/10/19



**B. Governing Law and Dispute Resolution**

This Agreement shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between Client and the Service Provider in connection with this Agreement shall be referred to the designated officials of SCGJ and the Service Provider for mutual discussions and negotiations.
- ii. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either Client or the Service Provider delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:
  - a. The arbitration proceedings shall be conducted in English;
  - b. The place of arbitration shall be [Delhi/Bhubaneswar];
  - c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi/Bhubaneswar] shall have exclusive jurisdiction;
  - d. The costs of arbitration shall be borne as determined in the arbitration award; and
  - e. The decision of the arbitrator(s) shall be final and binding on the Parties.



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**ATTESTED**

*[Signature]*



**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**



SKILL COUNCIL FOR GREEN JOBS

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

13-10-2018



All the above terms & conditions have been read understood & shall abide by the same. In case of violation of any term or if the quality of the training is not satisfactory, the affiliation will be cancelled by Electronics Sector Skills council of India.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of first written above.



Skill Council For Green Jobs(SCGJ)

*Saxena*



Dr. Praveen Saxena  
C.E.O.  
Skill Council For Green Jobs (SCGJ)

Dinabandhu Foundation For Educational Research and Socio Economic Development ( Trident Academy of Technology) - Dinabandhu Foundation

*Ramgrahi*

Dr. B. B. Ramgrahi  
Chief Mentor  
Dinabandhu Foundation



Witness:

*Patra*

Sangeeta Patra .  
Head , business Development  
Skill Council For Green Jobs (SCGJ)

Witness:

*Satpathy*

Prof.(Dr.) RN Satpathy  
Executive Director  
Trident Group of Institutions  
Bhubaneswar  
( UnderDinabandhu Foundation)



Executed in Presence of Witness

IDENTIFIED BY ME  
13/10/2018  
ADVOCATE, BBSR  
**ATTESTED**

*Acharya*

Principal  
Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

13-10-2018

भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

*[Handwritten Signature]*  
13/10/2018



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# MEMORANDUM OF UNDERSTANDING

Between

Power Sector Skills Council

And

Dinabandhu Foundation for Educational Research and  
Socio Economic Development

For & Behalf of

Trident Academy of Technology,  
Bhubaneswar, Odisha

For the establishment of

Centre of Excellence—< PSSC Smart Energy System COE — (PSSC SESCOE)>

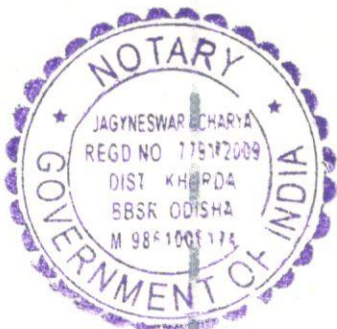
**ATTESTED**

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Date: 13<sup>th</sup>, October, 2018 | Bhubaneswar

Principal

Trident Academy of Technology  
Bhubaneswar-751024



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Dinebanthu Foundation

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
29 SEP 2018

BBP Agent Trust



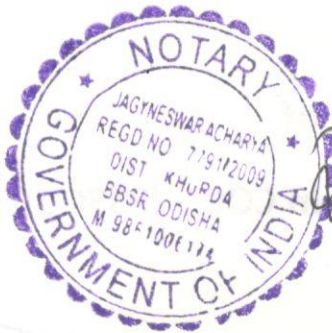
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SRI MURALI DHAR SAHOO  
STAMPVENDOR, REGD. NO. 18/92  
SUB-COLLECTOR OFFICE ID. NO. 6  
BHIRAMESWAR, KHURDA

ATTESTED

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Principal  
Trident Academy of Technology  
Bhubaneswar-751024



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विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7491/2009  
Mob. : 9861006174

**TRIDENT**  
GROUP OF INSTITUTIONS

## Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this \_\_\_\_\_ October 2018 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Power Sector Skill Council (PSSC)**, a society, registered under Societies Registration Act 1860 and having its registered office at **Plot No. 4, Institutional Area, CBIP Building, 2<sup>nd</sup> Floor, Malcha Marg, Chanakyapuri, New Delhi – 110 021** is a nominated entity that will promote skill development and vocational education in the Power Sector (hereinafter referred to as the Power Sector Skill Council, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assignees) acting through **Mr. Vinod Behari, CEO, PSSC**, authorised by Governing Board of PSSC, as the **First Party**.

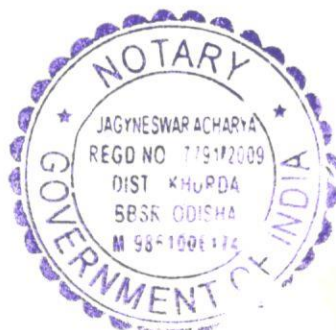
AND

**Dinabandhu Foundation For Educational Research And Socio Economic Development**, registered under the Indian Trust Act 1882, having its registered office at **A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha** being the parent entity, acting for and on behalf of **Trident Academy of Technology** (which expression shall unless repugnant to the context or meaning thereof will include its successor in office and permitted assignees) as the **Second Party**.

**WHEREAS** this MOU is to set out the framework for working relationship between **Power Sector Skills Council (PSSC) and Dinabandhu Foundation For Educational Research and Socio Economic Development for Trident Academy of Technology, Bhubaneswar** for roll out industry focused NSQF aligned courses for Engineering students and others, and including setting up Center of Excellence ( COE ) in "Smart Energy System "(**power Generation, Transmission, Distribution, Industrial Automation & Smart Grid** ) in **Trident Academy of Technology** premises.

**THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

The **MoU** is intended to meet the requirement of, **Trident Academy of Technology, Bhubaneswar** for introduction of new skill based education and training and also to train existing faculty and trainers through suitable Training of Trainer (ToT) in chosen skills domains of the Power Sector and to take such other measures as may be necessary for successful delivery of selected programs ( i.e. roll out of Qualification Packs/National Occupational Standards (QP/NOS) based courses for Engineering Students, and initiatives in Smart Energy System (**power Generation, Transmission, Distribution**), **Industrial Automation & Smart Grid** etc.



**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





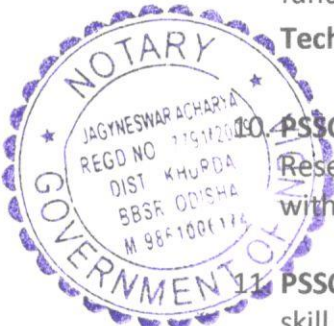
विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

**TRIDENT**  
GROUP OF INSTITUTIONS

**A. Roles & Responsibilities: Power Sector Skills Council (PSSC)**

1. PSSC will enable introduction of QP/NOS based & NSQF aligned courses for the students of **Trident Academy of Technology, Bhubaneswar**.
2. PSSC will explore the creation or alignments of its existing Qualification Packs (QP) / National Occupation Standards into the curriculum decided by **Trident Academy of Technology, Bhubaneswar**. PSSC and **Trident Academy of Technology, Bhubaneswar** will jointly work for mapping Skills requirements of the industry.
3. PSSC will support, **Trident Academy of Technology, Bhubaneswar** in development of their training eco-System for imparting skill based training in power sector.
4. PSSC will support **Trident Academy of Technology, Bhubaneswar** in training their faculty under Training of Trainer (ToT) program. for imparting skill based training under the QPs of the NSQF.
5. PSSC and, **Trident Academy of Technology, Bhubaneswar** will mutually explore possibility of spreading the skilling model in other academic institutions affiliated or relate to **Trident Academy of Technology, Bhubaneswar** .
6. PSSC will help, guide and align the training delivery system of **Trident Academy of Technology, Bhubaneswar** to industry requirement
7. PSSC will create awareness about the skills program among the **Trident Academy of Technology, Bhubaneswar** students and teaching community.
8. PSSC will support **Trident Academy of Technology, Bhubaneswar** with suitable industry connect for OJT, job placement etc.
9. PSSC along with **Dinabandhu Foundation For Educational Research and Socio Economic Development** will jointly explore the possibility of availing Government funding and CSR funding for running skill development initiative at **Trident Academy of Technology, Bhubaneswar**.
10. PSSC will guide **Trident Academy of Technology, Bhubaneswar** towards high end Research, Incubation facilities and Program connecting to Modern Technologies linked with industries, and jointly explore possibility of offering consultancy services.
11. PSSC will propose such other measures as may be considered necessary to promote skill based, industry focused programs at **Trident Academy of Technology, Bhubaneswar** in the larger interest.



**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





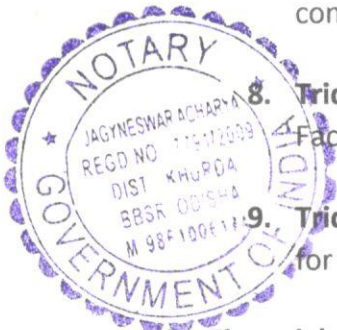
विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR Dist Khurda  
Regd. No. - 7731/2009  
Mob. : 9861006174

**TRIDENT**  
GROUP OF INSTITUTIONS

**B. Roles & Responsibilities: Trident Academy of Technology on behalf of Dinabandhu Foundation , Bhubaneswar**

1. **Trident Academy of Technology, Bhubaneswar** will adopt Qualification pack ( QP ) for training for different job roles as agreed mutually including roll of out courses for Engineering student in consultation with PSSC to provide industry focused skill oriented education.
2. **Trident Academy of Technology, Bhubaneswar** will request requirement of new QPs as per specific needs.
3. **Trident Academy of Technology, Bhubaneswar** Colleges will create labs, working classrooms and teaching infrastructure as advised by PSSC for each QP.
4. **Trident Academy of Technology, Bhubaneswar** will develop requisite infrastructure for imparting training in specific QPs and deploy all tools and aids as suggested by PSSC.
5. **Trident Academy of Technology, Bhubaneswar** will provide all faculty for imparting the training and PSSC will support in capacity building of the faculty for teaching the QPs.
6. **Trident Academy of Technology, Bhubaneswar** will share its expertise and best practices in training, forecasting, trends, and research and development etc. in power sector.
7. **Trident Academy of Technology, Bhubaneswar** will take other measures as may be considered necessary to promote skill based, industry focused educational programs.
8. **Trident Academy of Technology, Bhubaneswar** will facilitate organization of ToT, ToA, Faculty Workshop etc. as may be required.
9. **Trident Academy of Technology, Bhubaneswar** will set up **Centre of Excellence (CoE)** for promotion of ToT, ToA, high end teaching, research etc.



**C. Financials:**

The provision will be worked out mutually between PSSC and Dinabandhu Foundation For Educational Research And Socio Economic Development for **Trident Academy of Technology, Bhubaneswar** as the relationship progresses and these provisions will be respected by both the parties after the same is finalized.

**ATTESTED**



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**





विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

Jagyneswar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174



**D. Duration / Term of the MoU:**

- This MoU shall be valid for three (3) years from the date of it's entering into and may be mutually extended from time to time in writing by the parties.
- This Memorandum of Understanding is a document of good faith. Its implementation would be monitored by **Monitoring Committee** comprising representatives of **PSSC, Dinabandhu Foundation** and **TRIDENT** on a six monthly basis.

**E. Changes / Amendment:**

No change can be made to this MoU without written consent of all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

**F. Termination:**

The parties can terminate this **MoU** after serving 6 (six) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid. Further, in such a case, it will be ensured that batches running are completed in all respect before termination of relationship.

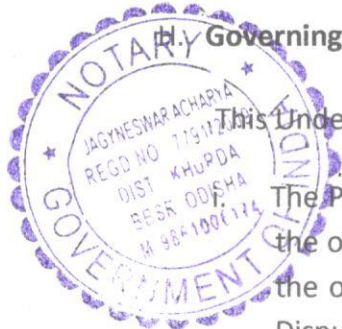
**G. Force Majeure:**

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, riots, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

**H. Governing Law and Dispute Resolution**

This Understanding shall be governed by and constructed in accordance with the laws of India

The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) of the occurrence of the event which gives rise to such Dispute or the date the event comes to the notice of the applicable Party. Any dispute between PSSC and **Trident Academy of Technology, Bhubaneswar** in connection with this Agreement shall be referred to the designated officials of PSSC and **Trident Academy of Technology, Bhubaneswar** for mutual discussions and negotiations.



**ATTESTED**

**Principal**

**Trident Academy of Technology  
Bhubaneswar-751024**





विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

Jagyneswar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174



IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding (MoU) as of the date of first written above.

Power Sector Skill Council (PSSC)

Dinabandhu Foundation For Educational  
Research And Socio Economic  
Development for Trident Academy of  
Technology, Bhubaneswar

  
Mr. Vinod Behari  
C.E.O.  
Power Sector Skill Council (PSSC)

  
Dr. B. B. Panigrahi  
Chief Mentor  
Dinabandhu Foundation

Witness:


  
Mr. P. C. Jain  
Head – QANC (Certification and  
Quality Assurance)  
Power Sector Skill Council(PSSC)

Witness:

  
Prof.(Dr.) RN Satpathy  
Executive Director  
Trident Group of Institutions  
Bhubaneswar  
( Under Dinabandhu Foundation)

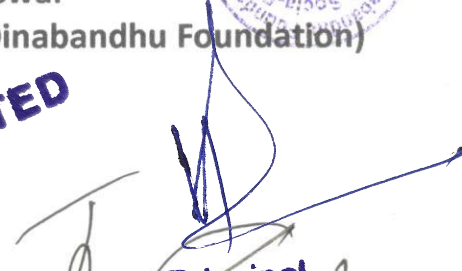
Executed in  
Presence of Witness

ATTESTED

IDENTIFIED BY ME  
  
ADVOCATE, BBSR



Jagyneswar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

  
Principal  
Trident Academy of Technology  
Bhubaneswar-751024



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Jagyneshwar Acharya  
 Notary Govt. of India  
 Odisha, BEBSR, Dist-Khurda  
 Regd. No. - 7791/2009  
 Mob. : 9861006172  
 H 967605

## MEMORANDUM OF UNDERSTANDING

Between

**Power Sector Skills Council**

And

**Dinabandhu Foundation for Educational Research  
 and Socio Economic Development**

( Trident Academy of Technology , Odisha)



Date: 13<sup>th</sup>, October, 2018 | Bhubaneswar | India

**ATTESTED**



Principal  
 Trident Academy of Technology  
 Bhubaneswar-751024





विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

Jagyneshwar Acharya  
Notary Public of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

**TRIDENT**  
GROUP OF INSTITUTIONS

### Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 13<sup>th</sup>, October, 2018 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party"

**Power Sector Skill Council (PSSC)**, a society, registered under Societies Registration Act 1860 and having its registered office at **Plot no.4, Institutional Area, CBP Building, 2<sup>nd</sup> Floor, Malcha Marg, Chanakyapur, New Delhi-110 021** is a nominated entity that will ensure and promote skill development and vocational education in the Power Sector (hereinafter referred to as the Power Sector Skill Council, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through **Mr. Vinod Behari, CEO, PSSC, authorized by Governing Board of PSSC, as First Party**

AND

**Dinabandhu Foundation for Educational Research and Socio Economic Development**, registered under the Indian Trust Act 1882, having its registered office at **A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha** being the parent entity ( **A Trident Academy of Technology, F-2, Chandaka Industrial Estate, in front of Infocity, Bhubaneswar, Odisha, Pin-7521024** ) (hereinafter referred to as "Dinabandhu Foundation ") which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns on the **SECOND PARTY**

WHEREAS this MOU is to set the frame work for working relationship between Power Sector Skill Council (PSSC) and, Dinabandhu Foundation, Bhubaneswar

THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

The purpose of the MoU is intended to meet the requirement of, Dinabandhu Foundation, Bhubaneswar for introduction of new based skill based education and training and also to train existing faculty and trainers through suitable ToT in chosen skills domains of the Power Sector and to take such other measures as may be necessary for successful delivery of selected programs.



Principal  
Trident Academy of Technology  
Bhubaneswar-751024





विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

**TRIDENT**  
GROUP OF INSTITUTIONS

Jagyneshwar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khorda  
Regd. No. - 7791/2008  
Mob. : 9861006174

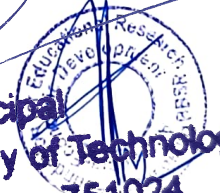
### A. Role and Responsibilities

#### Power Sector Skill Council (PSSC)

1. PSSC will enable in position of QP/NOS based and NSQF aligned courses into Dinabandhu Foundation, Bhubaneswar
2. PSSC will explore the creation or alignments of its existing Qualification Packs (QP) / National Occupation Standards to the curriculum decided by Dinabandhu Foundation, Bhubaneswar PSSC and Dinabandhu Foundation, Bhubaneswar will jointly work for mapping skills requirement of the Industry.
3. PSSC will support, Dinabandhu Foundation, Bhubaneswar in development of their training eco-system for imparting skill based training in power sector.
4. PSSC will support Dinabandhu Foundation, Bhubaneswar in training their faculty under Training of Trainers (ToT) program for imparting skill based training under the QP of the NSQF.
5. PSSC and Dinabandhu Foundation, Bhubaneswar will mutually explore possibility of spreading the skilling model in other academic institutions affiliated or related to Dinabandhu Foundation, Bhubaneswar.
6. PSSC will help and guide , align the training requirement of Dinabandhu Foundation, Bhubaneswar to Industry requirement.
7. PSSC will create awareness about the skills program among the Dinabandhu Foundation, Bhubaneswar students and teaching community.
8. PSSC will take / propose other measures as may be considered necessary to promote skill based, industry focused programs in the large interest.



Principal  
Trident Academy of Technology  
Bhubaneswar-751024





विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

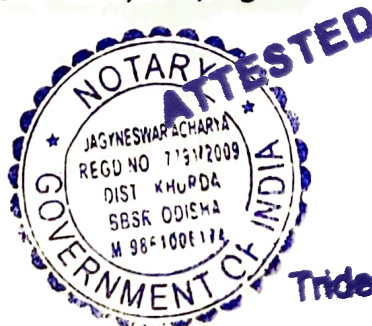
*[Handwritten Signature]*

**TRIDENT**  
GROUP OF INSTITUTIONS

Jagyneswar Acharya  
Notary Govt. of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Moba : 9861006174

## Dinabandhu Foundation , Bhubaneswar

1. **Dinabandhu Foundation, Bhubaneswar** will adopt Qualification Pack (QP) for training for different job roles as agreed mutually.
2. **Dinabandhu Foundation, Bhubaneswar** will request requirement of new QPs as per specific needs
3. **Dinabandhu Foundation, Bhubaneswar** colleges will create labs, working classrooms and teaching infrastructure as advised by PSSC for each QP
4. **Dinabandhu Foundation, Bhubaneswar** will develop requisite infrastructure for imparting training in specific QPs and deploy all tools and aids suggested by PSSC.
5. **Dinabandhu Foundation, Bhubaneswar** will provide all faculty for imparting the training and PSSC will support in capacity building of the faculty for teaching the QPs
6. **Dinabandhu Foundation, Bhubaneswar** will take other measures as may be considered necessary to promote skill based, industry focused educational programs.
7. **Dinabandhu Foundation, Bhubaneswar** will facilitate organization of ToT, ToA, Faculty Workshop etc. as may be required.
8. **Dinabandhu Foundation, Bhubaneswar** will endeavour to set up Centre of Excellence for promotion of ToT, ToA, high and teaching, research etc.



*[Handwritten Signature]*  
Principal  
Trident Academy of Technology  
Bhubaneswar-751024





विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

**TRIDENT**  
GROUP OF INSTITUTIONS

Jagyneshwar Acharya  
Notary Govt. of India  
Cuttack, BBSR, Dist-Khorda  
Regd. No. - 7791/2009  
Mob. : 9861006174

### Financials

The provision will be worked out mutually between PSSC and Dinabandhu Foundation, Bhubaneswar as the relationship progresses and these provisions will be respected by both the parties after the same is finalized.

### Duration / Term of the MoU:

- This MoU shall be valid for three (3) years from the date of It's entering into and may be mutually extended from time to time in writing by the parties.
- This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on a six monthly basis.

### Changes/ Amendment:

No change can be made to this MoU without written consent and duly signed by all parties. Additions, deletions and / or alterations to this MoU may be affected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and / or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

### Termination:

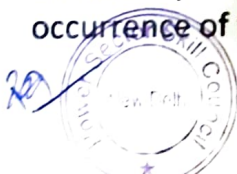
The parties can terminate this MoU after serving 6 (Six) month's notice in writing if there is failure/breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid. Further, in such a case, it will be ensured that batches running are completed in all respect before termination of relationship.

### Force Majeure:

Neither party shall be liable to the other for failure or delay on the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of GOD, Natural Disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or Labour troubles, or any other cause beyond the affected party's reasonable control provided that sufficient notice of such occurrence of force majeure is communicated to the other party.



Principal of such  
Trident Academy of Technology  
Bhubaneswar-751024





विद्युत क्षेत्रीय कौशल परिषद  
Power Sector Skill Council

Jagyneshwar Acharya  
Notary Govt of India  
Odisha, BBSR, Dist-Khurda  
Regd. No. - 7791/2009  
Mob. : 9861006174

13/10/18



**B. Governing Law and Dispute Resolution**

This understanding shall be governed by and constructed in accordance with the laws of India

The parties shall attempt to amicably settle all dispute arising out of this Agreement and the obligations hereunder ("Dispute"). Enter Party may give written notice of a dispute to the other party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between PSSC and **Dinabandhu Foundation, Bhubaneswar** in connection with this Agreement shall be referred to the designated officials of **PSSC and Dinabandhu Foundation, Bhubaneswar** for mutual discussions and negotiations.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

**IN WITNESS WHEREOF** the Parties here to have executed this Agreement as of the date of first written above.

**Power Sector Skill Council (PSSC)**

**Dinabandhu Foundation For Educational Research And Socio Economic Development for Dinabandhu Foundation, Bhubaneswar**

Executed in Presence of Witness

Mr. Vinod Behari  
C.E.O.  
Power Sector Skill Council (PSSC)

Dr. B. B. Panigrahi  
Chief Mentor  
Dinabandhu Foundation

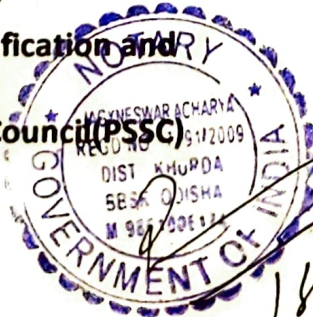
Witness:

Witness:

Mr. P. C. Jain  
Head – QANC (Certification and Quality Assurance)  
Power Sector Skill Council (PSSC)

Prof. (Dr.) RN Sarpathy  
Executive Director  
Trident Group of Institutions  
Bhubaneswar  
Principal  
Trident Academy of Technology  
Bhubaneswar 751024  
Regd. No. - 7791/2009  
Mob. : 9861006174

IDENTIFIED BY ME  
ADVOCATE, BBSR





ଓଡ଼ିଶା ओड़िशा ODISHA

## MEMORANDUM OF UNDERSTANDING

Between

Telecom Sector Skill Council (TSSC)

And

Dinabandhu Foundation For Educational Research And Socio  
Economic Development(Dinabandhu Foundation),

(Trident Academy of Technology)

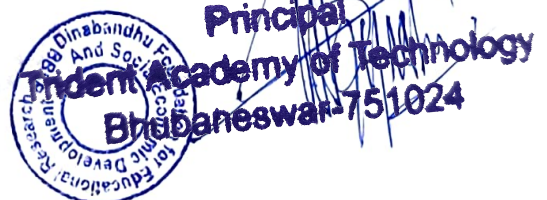
For

The establishment of

TSSC STUDENT'S CLUB

**ATTESTED**

Date: 29<sup>th</sup>, September, 2018 | Bhubaneswar | India



## Memorandum of Understanding

ANMEJAYIPASTRA  
NOTARY BHUBANESWAR  
REGD. NO. 0148612012  
GOVT. OF ODISHA  
29/9/18

This Memorandum of Understanding (MoU) made and entered into on this 29th day of September in 2018 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Telecom Sector Skill Council (TSSC)**, is a Society incorporated under the Society's Act 1950 having its registered office at Plot No - 105, 2<sup>nd</sup> Floor , Institutional Area , Sector - 44 , Gurgaon , 122002 , represented by its **C.E.O, Lt Gen Dr. SP Kochhar** , which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Institute's Secretariat created for implementation, executors and administrators of the **FIRST PARTY**.

AND

**Dinabandhu Foundation For Educational Research And Socio Economic Development, (Trident Academy of Technology)** herein after called **Dinabandhu Foundation** , registered under the Indian Trust Act 1882, having its registered office at A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha and it is represented by **Dr. B.B.Panigrahi, Chief Mentor** (hereinafter referred to as "**Dinabandhu Foundation**" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the **SECOND PARTY**

WHEREAS this MOU is to set out the framework for working relationship between **Telecom Sector Skill Council (TSSC)** and **Dinabandhu Foundation** to set up **TSSC Student's Club** in **Trident Academy of Technology** premises, **Bhubaneswar , Odisha , India**. This **CLUB** will showcase latest students activities to develop an entrepreneurial mindset and to facilitate exchange of knowledge and industry interface for the student community



Principal  
Trident Academy of Technology  
Bhubaneswar-751024



## DELIVERABLES FROM THE COLLEGE

- The college will form a TSSC Student's Club which along with the administration would act as an interface between TSSC and college.
- The college will encourage involvement of staff and students in holding periodic meetings and focus group discussions to ensure total involvement and commitment to the club.
- The college will share the records and other details related to the students with TSSC pertaining to all programs as and when required.
- The college and TSSC will promote and encourage enrolment of students in TSSC value added courses. This activity will include a press release, sharing information on its website, mass e-mailing to students and actively promoting the engagement on other social media platforms, as and when required.
- The college will allow its logo to be used in events organized by the TSSC and would ensure attendance as and when possible.

### Financials:

The provision will be worked out mutually between TSSC and Dinabandhu Foundation once the academic matters are in progress. These provisions will be respected by both the parties after the same is finalized.

### Duration / Term of the MoU:

- a) This MoU shall be valid for Five (5) year from the date of it's entering into and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on a six monthly basis.

### Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.



Principal  
Trident Academy of Technology  
Bhubaneswar-751024

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**OBJECTIVE:** Encourage students to develop an entrepreneurial mindset and to facilitate exchange of knowledge and industry interface for the student community.

**TARGET STUDENTS:** Technical students with a keen interest in learning the dynamics of the Telecom Industries. The club can be represented by a team of 5 students and the total number of prospective students to join the club can be decided by this team in consultation with TSSC.

### **DELIVERABLES FROM TSSC**

- TSSC will facilitate Workshops/Seminars/Guest lectures by connecting the TSSC Student's Club to relevant Industry leaders.
- TSSC will float periodic live projects for the students to help the students in simulating real life work problems and encouraging a problem solving mindset. TSSC will ensure recognition in form of letters of Recommendations/Certificates/Rewards.
- TSSC will float reward based competitions like Application Development, Paper presentations. The top performers will be given opportunities to showcase their efforts during TSSC events to various top stakeholders of the industry.
- TSSC will facilitate livelihood opportunities in terms of entrepreneurship.
- TSSC will provide access to plethora of free and subsidized value added courses through our partners.
- TSSC will facilitate placements through TSSC's Recruitment Management System and varied industry connections.
- TSSC will allow its logo to be used in events organized by the student club and would ensure attendance as and when possible





TRIDENT GROUP OF INSTITUTIONS  
 NOTARY: BHUBANESWAR  
 REGD. NO. ON. 8512002  
 GOVT. OF ODISHA  
 29.09.13/21977

**Termination:**

The parties can terminate this MoU after serving 6 (six) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

**IN WITNESS WHEREOF** the Parties here to have here unto set their respective hands the day and the year first here in above written.

**IN WITNESS WHEREOF** the Parties here to have executed this MOU as of the date of first written above.

**Telecom Sector Skill Council (TSSC)**

  
 Lt. General Dr. S. P. Kochar  
 C.E.O.

**Telecom Sector Skill Council (TSSC)  
 Gurgaon**

**Witness:**


  
 Brig Vinod Pant (Retd)  
 Head Operations & Technology  
 Telecom Sector Skill Council (TSSC)  
 Gurgaon

**Dinabandhu Foundation For Educational  
 Research and Socio Economic Development  
 (Trident Academy of Technology)-  
 Dinabandhu Foundation**

  
 Dr. B. B. Panigrahi  
 Chief Mentor  
 Dinabandhu Foundation



**Witness:**

  
 Prof. (Dr.) RN Satpathy  
 Executive Director  
 Trident Group of Institutions  
 Bhubaneswar  
 Under Dinabandhu Foundation)



**Principal  
 Trident Academy of Technology  
 Bhubaneswar-751024**



ଓଡ଼ିଶା ओड़िशा ODISHA

JANMEJAYA TRIDENT  
 NOTARY, BHUBANESWAR  
 REGD. NO. OH/862012  
 GOVT. OF ODISHA 6559  
 PH 933712773

## MEMORANDUM OF UNDERSTANDING

Between

Telecom Sector Skill Council (TSSC)

And

Dinabandhu Foundation For Educational Research And Socio Economic Development (Dinabandhu Foundation),

(Trident Academy of Technology)

For The Establishment of

Centre of Excellence – < Smart City Technology >



Date: 29<sup>th</sup>, September, 2018 | Bhubaneswar | India

**ATTESTED**



Principal  
 Trident Academy of Technology  
 Bhubaneswar-751024



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of Forest

388

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
20 SEP 2018  
ADL. TREASURY OFFICER

SRI MURALI DHAR SAHOO  
STAMP VENDOR, REGD. NO. 18162  
SUB-COLLECTOR OFFICE ID. NO.-9  
BHUBANESWAR, KHURDA

REGD. NO. 18162  
NOTARY, BHUBANESWAR

MEMORANDUM OF UNDERSTANDING

ATTESTED

Principal  
Trident Academy of Technology  
Bhubaneswar-751024

NOTARY PUBLIC  
GOVT. OF ODISHA, INDIA  
Bhubaneswar

## Memorandum of Understanding



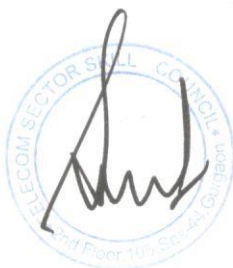
This Memorandum of Understanding (MoU) made and entered into on this 29th day of September in **2018** by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Telecom Sector Skill Council (TSSC)**, is a Society incorporated under the Society's Act 1950 having its registered office at Plot No - 105, 2<sup>nd</sup> Floor , Institutional Area , Sector - 44 , Gurgaon ,122002 , represented by its **C.E.O, Lt Gen Dr. SP Kochhar** , which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Institute's Secretariat created for implementation, executors and administrators of the **FIRST PARTY**.

AND

**Dinabandhu Foundation For Educational Research And Socio Economic Development, (Trident Academy of Technology)** herein after called **Dinabandhu Foundation** , registered under the Indian Trust Act 1882, having its registered office at A/127, Sahid Nagar, Bhubaneswar-751007, Dist- Khurda, Odisha and it is represented by **Dr. B.B.Panigrahi, Chief Mentor** (hereinafter referred to as "**Dinabandhu Foundation**" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the **SECOND PARTY**

WHEREAS this MOU is to set out the framework for working relationship between **Telecom Sector Skill Council (TSSC)** and **Dinabandhu Foundation** to support **Centre of Excellence (COE)** to operate in **Trident Academy of Technology** premises, **Bhubaneswar, Odisha , India**. This **COE** will showcase latest facilities for training the students for **Smart City Technology** related Job Role as per National Occupational Standards (NOS) with National Skill Qualification Framework (NSQF) levels. The prime focus will be to train the trainer to facilitate multiple location and sufficient capacity of trained manpower.



Principal  
Trident Academy of Technology  
Bhubaneswar-751024

Dhbaneswar  
Odisha

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**A. Roles & Responsibilities**

**Telecom Sector Skill Council (TSSC)**

1. TSSC will develop the Qualification Packs (QP) / National Occupational Standards (NOSs) and conduct Assessments and joint Certification with Dinabandhu Foundation of the trainers being trained in Smart City Technology related job roles.
2. TSSC will assist in Industry alignment support
3. TSSC will assist in the conduct of Train the trainers (ToTs) Program
4. TSSC will assist in arranging the funding sources for development of skilled man power for Smart City Technologies job roles from time to time.
5. TSSC will assist Dinabandhu Foundation for Higher Research, Incubation facilities and Program connecting to Modern Technologies linked with industries, and jointly apply for consulting tenders / works PAN India
6. TSSC and Dinabandhu Foundation will jointly apply for International CSR Funding or any other International Funding from time to time.
7. TSSC will verify the credentials of Trainers and carry out Training of trainers as per its protocol.
8. TSSC and Dinabandhu Foundation will work in accordance with the latest version of the process manual as defined by TSSC on project to project basis as per PMU requirements.
9. TSSC will validate the results of the assessments, share the result and issue soft copy of the certificates to Dinabandhu Foundation.
10. TSSC will share the Assessment fee and other fee structure on project to project basis as per TSSC Protocols.



**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



*[Handwritten Signature]*

JANMEJAYA  
NOTARY PUBLIC  
REGD. NO. 86/2012  
GOVT. OF ODISHA  
OH-9337121273

11. TSSC will monitor the Quality & outcome of Training delivery by Dinabandhu Foundation.
12. TSSC will publicize the COE through its media and internet coverage.

**Dinabandhu Foundation For Educational Research And Socio Economic Development (Trident Academy of Technology) – Dinabandhu Foundation**

1. Dinabandhu Foundation will operate the Centre of Excellence (COE)
2. Dinabandhu Foundation will share demand with TSSC to develop / identify any new Qualification Packs (QP) / National Occupational Standards (NOSs) that may be required from time to time.
3. Dinabandhu Foundation will allow its infrastructure for use in the ToT /ToA / RPL program.
4. Training facility, as per requirement of job role, will be made available to TSSC or its partners.
5. Dinabandhu Foundation will assist TSSC for Industry alignment support.
6. Dinabandhu Foundation will publicize the COE through its media and internet coverage
7. Dinabandhu Foundation will propose up gradation of existing QPs or new QPs as per evolving requirement.
8. Dinabandhu Foundation shall mobilize trainees; register the trainees with a record of their details as per required format of PMU
9. Dinabandhu Foundation in association with TSSC will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.
10. Dinabandhu Foundation will give the details of the trainees out of courses.

**ATTESTED**

*[Handwritten Signature]*

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**

*[Handwritten Signature]*  
Teteram Sector Skill Council  
2nd Floor, 105, Sector-11, Bhubaneswar

**NOTARY PUBLIC**  
JANMEJAYA  
REGD. NO. 86/2012  
BHUBANESWAR  
ODISHA

*[Handwritten Signature]*  
Bhubaneswar  
Odisha

11. Dinabandhu Foundation shall ensure that the start and end date of every batch is entered into the Information system as per PMU requirement before commencement of training.
12. Dinabandhu Foundation will pay Assessment and Certification Fee as intimated by TSSC in advance, prior to the assessment.
13. Reassessment of failed and "did not appear" candidates will be considered as the fresh Assessment.
14. Dinabandhu Foundation needs to ensure that the trainee is meeting the entry level requirements for a job role as per PMU.
15. Dinabandhu Foundation will regularly update the progress report as per required MIS format of TSSC.
16. Dinabandhu Foundation shall support any online audit or regular audit by TSSC or TSSC nominated agencies.
17. Whenever Dinabandhu Foundation shares any information pertaining to TSSC to Govt. Body or Industry, it will also be shared with TSSC.
18. Dinabandhu Foundation will follow all the Monitoring Guideline specified by the TSSC or Govt.
19. Dinabandhu Foundation will follow the Course outline supplied by the TSSC, as amended from time to time.

**Financials:**

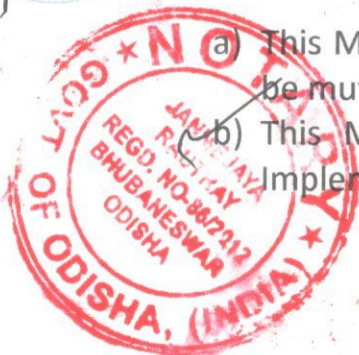
The provision will be worked out mutually between TSSC and Dinabandhu Foundation once the academic matters are in process. These provisions will be respected by both the parties after the same is finalized.

**Duration / Term of the MoU:**

- a) This MoU shall be valid for Five (5) year from the date of its signing and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on a six monthly basis.

**ATTESTED**

  
**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



### Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

### Termination:

The parties can terminate this MoU after serving 6 (six) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

### Force Majeure:

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

## B. Governing Law and Dispute Resolution

This Agreement shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between the two parties in connection with this Agreement shall be referred to the designated officials of both parties for mutual discussions and negotiations.

**ATTESTED**

Principal  
Trident Academy of Technology  
Bhubaneswar-751024



ii. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either party delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

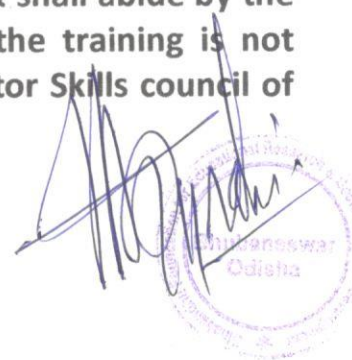
- a. The arbitration proceedings shall be conducted in English;
- b. The place of arbitration shall be [Delhi];
- c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- d. The costs of arbitration shall be borne as determined in the arbitration award; and
- e. The decision of the arbitrator(s) shall be final and binding on the Parties.



**ATTESTED**

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**

All the above terms & conditions have been read understood & shall abide by the same. In case of violation of any term or if the quality of the training is not satisfactory, the affiliation will be cancelled by Electronics Sector Skills council of India.





ANNE JAYA PAUL  
NOTARY, BHUBANESWAR  
REGD. NO. CN. 86/2012  
GOVT. OF ODISHA  
OH-9337121273

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and the year first hereinabove written.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of first written above.

Telecom Sector Skill Council (TSSC)



Lt. General Dr. S. P. Kochar  
C.E.O.  
Telecom Sector Skill Council (TSSC)  
Gurgaon

Witness:



Brig Vinod Pant (Retd)  
Head Operations & Technology  
Telecom Sector Skill Council (TSSC)  
Gurgaon

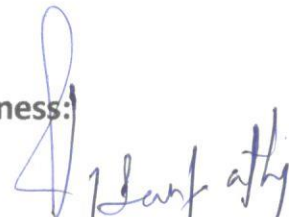
Dinabandhu Foundation For Educational  
Research and Socio Economic Development  
(Trident Academy of Technology)-  
Dinabandhu Foundation



Dr. B. B. Panigrahi  
Chief Mentor  
Dinabandhu Foundation



Witness:



Prof. (Dr.) RN Satpathy  
Executive Director  
Trident Group of Institutions ,  
Bhubaneswar  
( Under Dinabandhu Foundation)



Principal  
Trident Academy of Technology  
Bhubaneswar-751024



भारतीय प्रौद्योगिकी संस्थान खड़गपुर  
खड़गपुर - 721 302

Indian Institute of Technology Kharagpur  
Kharagpur - 721 302



To  
The Director  
Trident Academy of Technology  
Technological Corridor, Chandaka Industrial Estate, Bhubaneswar -751024. Odisha

Ref No: VLT/AL/3/2018

Date: 30/8/18

**Sub: Virtual Labs Nodal Centre**


With reference to your Expression of Interest for Virtual Labs, it gives me immense pleasure to designate your college as a Nodal Centre for Virtual Labs in West Bengal. As nominated by you, Prof Alok Hota has been accepted to act as the Nodal Coordinator from your college. This approval is valid up to 31<sup>st</sup> March, 2019 subject to the following Terms and Conditions and any subsequent directives as issued by MHRD from time to time:

1. Approved status of AICTE/STEB/UGC is mandatory for your college.
2. The necessary infrastructure (dedicated space having personal computers with 1 Mbps broadband internet connectivity) to be maintained at your own cost for Virtual Labs.
3. Nodal centers will get operational technical as well as financial support as given below.
4. Nodal Coordinator will get an honorarium of Rs 5000/- at the end of semester after submission of Vlabs usage report from the Institute, duly signed by the Director/Principal of the Institute.
5. Each Nodal Centers will organize at least one workshop per semester as an outreach activity of Virtual Labs and the expenses of the workshop up to Rs 5000/- will be reimbursed by Vlabs, IIT Kharagpur on submission of bills and workshop report.
6. Students are not to be charged any extra fee for providing Virtual Labs facility for their usage.
7. Nodal Coordinator will be required to attend meetings held at IIT Kharagpur and a semester wise report of Vlabs usage and feedbacks by the faculty members and students should be submitted.
8. Strict adherence to the standard lab procedures and cyber security laws need to be followed.
9. Any violation of the above will result in automatic cancellation of Nodal Centre status for your college without giving any notice.


**Kindly acknowledge the receipt of this letter and the acceptance of the Terms & Conditions mentioned above.**

We thank you for your interest in the Virtual Labs project and appreciate your endeavour in the service of the student community. Wish you all the best !

Thank You,  
Sincerely,

  
Prof. A K Deb  
Outreach Coordinator,  
Virtual Labs Phase II (VLT)  
IIT Kharagpur - 721302  
alokkanti@ee.iitkgp.ernet.in

**ATTESTED**

  
**Principal**  
Trident Academy of Technology  
Bhubaneswar-751024

**Fwd: Microchip Instructor Trainer Qualification**

1 message

Chief Mentor Trident Group of Institutions <cm@tat.ac.in>  
To: Sumanta Sahoo <sumant@tat.ac.in>

Mon, Oct 21, 2019 at 7:31 PM

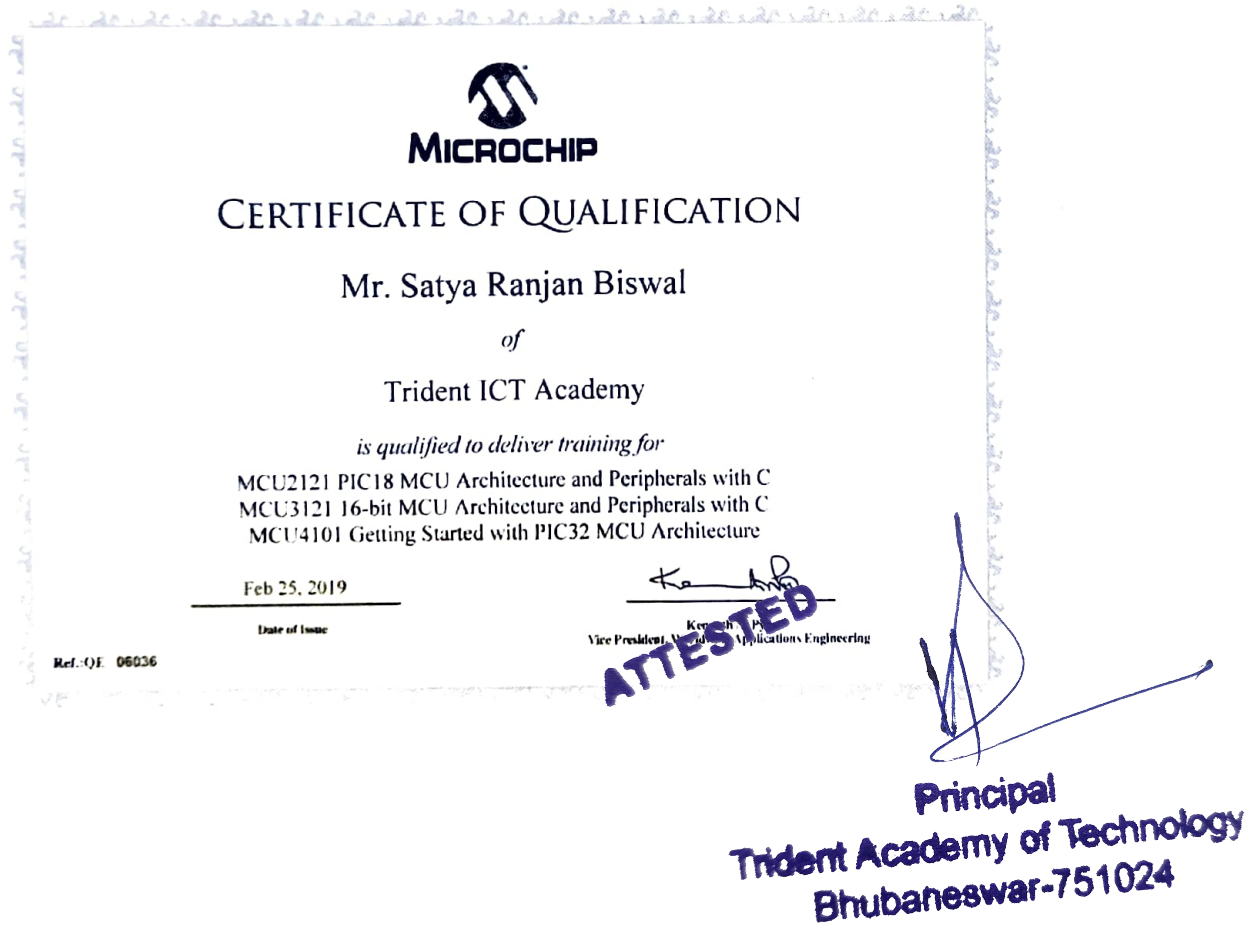
----- Forwarded message -----

From: **SHUBHAJIT JAGADEV** <shubhajitjagadev@gmail.com>  
Date: Sat, Mar 16, 2019 at 12:51 AM  
Subject: Microchip Instructor Trainer Qualification  
To: Satyaranjan Biswal <satyabiswal@tat.ac.in>, Sakuntala Mahapatra <mahapatra.sakuntala@gmail.com>, <hodeto@tat.ac.in>, Shuvendra Tripathy <shuvendra12478@gmail.com>, Mohammed Ali <alimohammed4@gmail.com>  
Cc: Chief Mentor Trident Group of Institutions <cm@tat.ac.in>

Congratulations Satya sir, Sakuntala madam, Suvendra sir & Ali sir.....

You have successfully completed Microchip Instructor Trainer Qualification Process (PIC-18 & PIC- 32)

Thank you all for your support and hard-work.



**MICROCHIP**

**CERTIFICATE OF QUALIFICATION**

Mr. Satya Ranjan Biswal

of

Trident ICT Academy

is qualified to deliver training for

MCU2121 PIC18 MCU Architecture and Peripherals with C  
MCU3121 16-bit MCU Architecture and Peripherals with C  
MCU4101 Getting Started with PIC32 MCU Architecture

Feb 25, 2019

Date of Issue

Ref: O/E 06036

**ATTENDED**

K. K. Sahoo  
Vice President, Microchip Applications Engineering

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



## CERTIFICATE OF QUALIFICATION

Dr. Sakuntala Mahapatra

of

Trident ICT Academy

*is qualified to deliver training for*

MCU2121 PIC18 MCU Architecture and Peripherals with C  
MCU3121 16-bit MCU Architecture and Peripherals with C  
MCU4101 Getting Started with PIC32 MCU Architecture

Feb 25, 2019

Date of Issue

Kenneth N. Pye  
Vice President, Worldwide Applications Engineering

Ref.:QK 06037



## CERTIFICATE OF QUALIFICATION

Mr. Suvendra Tripathy

of

Trident ICT Academy

*is qualified to deliver training for*

MCU2121 PIC18 MCU Architecture and Peripherals with C  
MCU3121 16-bit MCU Architecture and Peripherals with C  
MCU4101 Getting Started with PIC32 MCU Architecture

Feb 25, 2019

Date of Issue

Kenneth N. Pye  
Vice President, Worldwide Applications Engineering

Ref.:QE 06038

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



## CERTIFICATE OF QUALIFICATION

Mr. S. M. Ali

of

Trident ICT Academy

*is qualified to deliver training for*

MCU2121 PIC18 MCU Architecture and Peripherals with C  
MCU3121 16-bit MCU Architecture and Peripherals with C  
MCU4101 Getting Started with PIC32 MCU Architecture

Feb 25, 2019

Date of Issue

Kenneth N. Pye  
Vice President, Worldwide Applications Engineering

Ref:QA 06039



Best Regards,  
Shubhajit Jagadev  
B.Tech, LLB., MBA, Ph.D (Cont..)

COO, Trident ICT Academy  
Associate Director, Trident Group  
Head, Cisco Academy Support Center & ITC India, Trident  
Head, Ui-Path Regional Automation Educator Academy, Trident  
Advisor, Microchip Academy RTC India, Trident  
Advisory Board Member - Cisco Networking Academy Global Team  
Life Member, Odisha Bar Association  
**+91- 9438668887, 7064432000**

Thanks & Regards,

Dr. B. B. Panigrahi  
Chief Mentor



Bhubaneswar

**ATTESTED**

**Principal**  
**Trident Academy of Technology**  
**Bhubaneswar-751024**



Dear Satya Ranjan,

Your Academic Partner Number (APN) is AP-1072

- Enter your APN as the "coupon code" to enjoy free hands-on technical training from our Regional Training Centers (RTCs).
- Use your APN during registration to receive the Academic Discount at Microchip's Annual MASTER's Conference

**Discounts, Donations and Teaching Material**

We offer free unrestricted versions of our MPLAB® X IDE, 8-, 16- and 32-bit XC compilers, the Microchip Code Configurator graphic code generation environment and Harmony Integrated Software Framework. Go to [www.microchip.com/mplab](http://www.microchip.com/mplab) to get started.

With our acquisition of Atmel, we are now also able to offer Atmel Studio and other Atmel development software at no cost as well. These tools and devices have been fully integrated into [www.microchip.com](http://www.microchip.com).

Additionally, educators and students receive 25% off of Microchip development tools when they purchase through [microchipDIRECT.com](http://microchipDIRECT.com). Simply create an account with your university-issued email address and our system will automatically recognize you as being affiliated with a learning institution. Your discount will be reflected at checkout. Please note that this discount does not apply to silicon devices or modules, and may not apply to certain third-party hardware and software products.

Educators and students can request free silicon samples in small quantities. For donations of larger quantities of devices or tools for evaluation to support the development of new courses and labs, please send a request to [academic@microchip.com](mailto:academic@microchip.com) and reference your APN.

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Thanks,

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**ATTESTED**

**Principal  
Trident Academy of Technology  
Bhubaneswar-751024**