

## Memorandum of Understanding

This Memorandum of Understanding is made on 10<sup>th</sup> July 2020

### Between:

1. **Shri Sant Gadge Baba College of Engineering and Technology**, an Institution / college incorporated and existing under the laws of **India**, having its registered campus at **ZTC, Bhusawal (“Institution”)**;  
AND
2. **Huawei Telecommunications (India) Co Pvt. Ltd.**, a company incorporated and existing under the laws of India and having its registered office at 7<sup>th</sup> Floor, Tower-A, Spaze I-Tech Park, Sohna Road, Sector – 49, Gurgaon – 122001, Haryana, India (**“Huawei”**)

Each party is referred to in this Memorandum of Understanding as a **“Party”** and collectively as the **“Parties”**.

### Recitals:

1. Whereas Institution desires to be appointed as ICT Academy of Huawei.
2. Huawei is considering the appointment of Institution as ICT Academy of Huawei.

### The Parties agree as follows:

#### 1. Objective

- 1.1 The Parties further to their discussion intends on the possibility of forming a cooperative relationship for the appointment of Institution as ICT Academy of Huawei. In order to facilitate this intention, the Institution has agreed to enter into the agreement (Annexure 1) with Huawei Technologies Co., Ltd. having its registered office at Huawei industrial Base, Bantian, Longang District, Shenzhen, P.R. China, and this agreement is under signature.
- 1.2 This Memorandum of Understanding is being signed between the parties to authorize the Institution to start the training batch for their students immediately and also assist the Institute to get support from Huawei for registering under ICT Academy of Huawei as per the terms and conditions agreed in the agreement.

#### 2. Non-binding nature

- 2.1 The Parties agree that this Memorandum of Understanding, continuing discussion, future exchange of information, past or future correspondence or other communications between the Parties shall not commit either Party to continue discussion or negotiation nor shall such be legally binding as an informal agreement or agreement to agree to a potential cooperative relationship. The only way the Parties shall be bound to a cooperative relationship, if at all, shall be by a definitive agreement in writing duly executed by the



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Parties. Any other action or expenses which either Party takes or incurs in anticipation that a cooperative relationship will be consummated shall be entirely at that Party's risk and expense and shall not impose any liability on the other Party.

- 2.2 This Memorandum of Understanding describes the intention of the Parties and is not intended to be (nor shall it be deemed to be) a legally binding contract or to have any legally binding effect on the Parties or create any legal rights or obligations, with the exception of Clauses 2 to 10 which shall be binding contractual terms between the Parties.

### **3. Scope of MoU**

- 3.1 Institution has shown interest to start the ICT Academy courses in the field of HCIA- R&S, HCIA-AI , HCIA-Cloud Computing
- 3.2 Institution has agreed to start the first batch from or before **July 2020**.
- 3.3 Institution shall embed the ICT Academy of Huawei courses in their regular curriculum as mandatory or elective courses.
- 3.4 Institution shall prepare the training environments and equipment and/or simulator to meet the experimental requirements of Huawei's training programs and only after such preparation is ready, will Huawei grant the certificate and the nameplate to ICT Academy of Huawei for Huawei Certified Training Programs.
- 3.5 Institution shall get at least two of their instructors certified by Huawei for certification for each course or use the services of an already certified instructor in order to be able to impart the ICT Academy of Huawei course education to its students before starting the ICT Academy Class as mentioned in clause 3.2 above.
- 3.6 Institution is expected to run batch of minimum 50 students every year and motivate at least 30 to take Huawei Global Exam certification.
- 3.7 Huawei shall grant usage of ICT Academy of Huawei logo to the Institution.
- 3.8 Huawei will provide electronic copy of Training Kit and authorize ICT Academy of Huawei to print the Training Kit for training courses.
- 3.9 Huawei shall provide simulators and free access to Huawei's e-learning content to enrolled students under Huawei ICT Academy program.
- 3.10 For Test Voucher, ICT Academy of Huawei shall purchase from Huawei nominated company (whenever required).
- 3.11 For the calendar year 2020, Huawei shall offer free Certification Exam access to the students of the ICT Academy (valid till 31<sup>st</sup> Dec 2020). This Policy may be updated from time to time.
- 3.12 Huawei shall provide Training participation certificate to all enrolled students who complete the course.
- 3.13 Huawei shall facilitate in internship for students undergoing ICT Academy of Huawei courses.



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3.14 Huawei shall facilitate placement support to only those students who attain Huawei Global certification.

#### **4. No publicity without mutual consent**

4.1 Neither Party shall undertake any promotion, advertising or propaganda relating to this Memorandum of Understanding or the subject matter of this Memorandum of Understanding without prior written consent of the other Party.

#### **5. Term and Termination**

5.1 This Memorandum of Understanding shall continue in force until the first to occur of the following events (“Term”):

- (a) the expiration of Twelve (12) months from the date of this Memorandum of Understanding;
- (b) either party shall be entitled to terminate this Memorandum of Understanding upon three-month prior written notice to the other Party;
- (c) either party committing a material breach of the provisions of this Memorandum of Understanding in which event the other Party shall be entitled forthwith to terminate this Memorandum of Understanding by written notice to the Party in breach;
- (d) Either Party shall be entitled forthwith to terminate this Memorandum of Understanding upon written notice in the event that the other Party has ceased or threatened to cease business or is or has been wound up.

#### **6. Parties not partners**

6.1 Nothing in this Memorandum of Undertaking shall constitute a partnership between the Parties. Except as set out in this Memorandum of Understanding, neither Party shall have express or implied authority to bind or represent the other Party for any purpose whatsoever unless expressly agreed in writing by the Party concerned.

#### **7. Assignment**

7.1 Neither Party shall assign or transfer its rights or obligations under this Memorandum of Understanding.

#### **8. Confidential Information**

8.1 Each Party acknowledges that it is in a confidential relationship with the other Party. Each Party also acknowledges that during the term of this Memorandum of Understanding, it may have access to privileged information deemed to be secret and confidential and which constitutes the exclusive property, trade secrets and confidential information of the other Party or one of such other Party’s affiliates (collectively “Confidential Information”).



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- 8.2 Confidential Information shall be used by the recipient only in connection with the provision of this Memorandum of Understanding and shall not be used for other purposes.
- 8.3 Each party shall maintain the confidentiality of the Confidential Information and to use the same degree of care as it uses with regard to its own Confidential Information to prevent the disclosure, publications or unauthorized use of the Confidential Information. Neither Party may duplicate or copy Confidential Information of the other Party other than to the extent reasonably necessary for legitimate business uses in connection with this Memorandum of Understanding.

### **9. Severability**

Subject to clause 2, if any provision of this Memorandum of Understanding is declared void, illegal, unenforceable or in conflict with any law of a state or government having jurisdiction over this Memorandum of Understanding, the validity or enforceability of the remaining provisions shall not be affected thereby.

### **10. Intellectual Property**

The electronic copy of Training Kit, e-learning courses, simulator, Huawei trademark/logo and the other information or materials (no matter it's tangible or intangible) shall be the perpetual Intellectual property of Huawei or it's licensor. Institution only have the right to exploit those IPRs for the purpose of this MOU, otherwise Huawei shall have the right to immediately revoke the right of Institution to use those IPRs without prejudice to Huawei's rights and remedies provided by the applicable laws and regulations.

### **11. Notices**

All notices and other communications under or in connection with this Memorandum of Understanding shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient (and a signature from an authorized recipient is obtained); when sent, if transmitted by facsimile transmission (electronic transmission report confirmed) during normal business hours of the recipient; or on the third business day following mailing, if mailed by certified or registered mail, postage prepaid; in each of the above cases to the address set out in this Memorandum of Understanding or fax number as may be notified by one Party to the other Party from time to time.

### **12. Applicable law**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India and the Parties agree in the event of any dispute arising hereunder or any other question as to interpretation, existence or validity of this Memorandum of Understanding

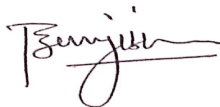


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to submit such matter to the exclusive jurisdiction of New Delhi courts.

### Authorized Signatories


*for and on behalf of Shri Sant Gadge Baba College of Engineering and Technology, Bhusawal*

Signature : 

Name : Dr. R.B. Barjibhe

Position : Dean Academics and Administration

*Witness*

Signature : 

Name : Prof. Izzhak Devid Paul

Position : Training and Placement Officer

Date : 10 July 2020

*for and on behalf of Huawei Telecommunications (India) Co. Pvt. Ltd.*

Signature :

Name :

Position :

*Witness*

Signature :

Name :

Position :

Date :