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MEMORANDUM OF UNDERSTANDING

BETWEEN



GALGOTIAS UNIVERSITY, GREATER NOIDA, GAUTAM BUDH NAGAR,
(STATE OF UTTAR PRADESH)

AND



South Asia

TUV SUD SOUTH ASIA PVT LTD

(INCORPORATED UNDER THE COMPANIES ACT, 1956)

MEMORANDUM OF UNDERSTANDING



South Asia

Choose certainty.
Add value.

Galgotias University, Greater Noida
and

TUV SUD South Asia Pvt Ltd, Solitaire, 4th Floor, ITI Road, Aundh, Pune, Maharashtra 411007

Galgotias University, a [private university] registered under [Indian] law and having its registered address at Plot No.2, Sector 17-A, Yamuna Expressway, Gautam Buddha Nagar, Greater Noida, Greater Noida, Uttar Pradesh 201310, Galgotias University is fully Government recognized and established & approved by the State Government. Galgotias University Uttar Pradesh Act has been notified by Government Notification No. 309(2)/LXXIX-V-1-11-1(Ka)7-2011.

Galgotias University is devoted to excellence in teaching, research and innovation, and to develop leaders who'll make a difference to the world. The University, which is based in Greater Noida, has an enrollment of over 15,000 students across more than 100 Undergraduate and Post Graduate programs.

The 'students-first' philosophy is a big reason why Galgotias University is consistently ranked among India's top universities. The focus of Galgotias University is on low student-to-faculty ratio that promotes plenty of personal attention and mentoring opportunities. The record breaking placement at Galgotias this year is an apt testimony to its focus on upholding the highest academic standards right from selecting top faculty, introducing world-class pedagogical practices to personality development of the students.

TÜV SÜD South Asia was established as TÜV Bayern India, a branch office of TÜV Qualitats Management GmbH, in 1995. In 1999, it became a wholly owned subsidiary of **TÜV SÜD Group, Germany**.

Today, TÜV SÜD South Asia is the leading certification, testing, auditing, inspection and training company with a strong presence in India, Bangladesh and Sri Lanka. TÜV SÜD South Asia has an extensive network of over 33 offices including 14 labs across the three countries. The company caters to a client base of over 10,000 companies across a wide range of sectors that include automotive, plant engineering, environmental technology, Information technology, food safety, textile & leather, health care, infrastructure consultancy and technical as well as non-technical skill development training.

TÜV SÜD's team of specialists, partner with clients to enhance their competitive strengths. Key objectives at TÜV SÜD are to provide customers with solutions based on reliability, safety, quality, environmental protection as well as cost effectiveness.

We understand the importance of impartiality and neutrality in carrying out our activities. Our management pays utmost heed to conflict of interest and ensures objectivity in all the activities that include management system certification, testing, inspection, auditing, training and personal certification and products, processes & services certification

GALGOTIAS UNIVERSITY, GREATER NOIDA and **TUV SUD South Asia Pvt Ltd** have now intend to further pursue into areas of collaboration and cooperation between themselves which will promote more effective



04/06/2019

Signature



use of each of their resources, and provide each of them with enhanced opportunities.

Both, **GALGOTIAS UNIVERSITY, GREATER NOIDA** and **TUV SUD SOUTH ASIA PVT LTD** are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings.

GALGOTIAS UNIVERSITY, GREATER NOIDA and **TUV SUD SOUTH ASIA PVT LTD** plan to cooperate in the following areas:

1. The budding graduates from the institution could play a key role in technological up-gradation, innovation and competitiveness of an industry. **GALGOTIAS UNIVERSITY, GREATER NOIDA** and **TUV SUD SOUTH ASIA PVT LTD** believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
2. **TUV SUD SOUTH ASIA PVT LTD** will give valuable inputs to **GALGOTIAS UNIVERSITY, GREATER NOIDA** in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
3. **Industry and Institution interaction** will give an insight in to the latest developments / requirements of the industries; **TUV SUD SOUTH ASIA PVT LTD** to permit the Faculty and Students of **GALGOTIAS UNIVERSITY, GREATER NOIDA** to visit its group companies and also involve in Industrial Training Programs for **GALGOTIAS UNIVERSITY, GREATER NOIDA**. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. **TUV SUD SOUTH ASIA PVT LTD** will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with **GALGOTIAS UNIVERSITY, GREATER NOIDA**.
4. **GALGOTIAS UNIVERSITY, GREATER NOIDA** and **TUV SUD SOUTH ASIA PVT LTD** to cooperate in the area of Skill Based Training, Education and Research.
5. **Skill Development Programs:** **TUV SUD SOUTH ASIA PVT LTD** to train the students of **GALGOTIAS UNIVERSITY, GREATER NOIDA** on the emerging technologies in order to bridge the skill gap and make them industry ready.
6. **Guest Lectures:** **TUV SUD SOUTH ASIA PVT LTD** to extend the necessary support to deliver guest lectures to the students of **GALGOTIAS UNIVERSITY, GREATER NOIDA** on the technology trends and in house requirements.
7. **Faculty Development Programs:** **TUV SUD SOUTH ASIA PVT LTD** to train the Faculty of **GALGOTIAS UNIVERSITY, GREATER NOIDA** for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
8. For all the financial commitment on the part of **GALGOTIAS UNIVERSITY, GREATER NOIDA**. The consideration will be dealt separately with supporting annexure document.
9. This understanding will be valid for a period of 2 (two) years from the date of signing this document.

For **GALGOTIAS UNIVERSITY, GREATER NOIDA**

(Signature)

Name:

Designation:

Date: 03/06/2019



For **TUV SUD South Asia Pvt Ltd, Pune**

(Signature)

Name: Mr. Virat Dhebar

Designation: Assistant Vice President

Date: 03/06/2019



Annexure I

CYBER SECURITY PROGRAM

TÜV SÜD - SCOPE OF WORK

Phase 1

1. Development of student internship program on Cyber security subject for B.Tech 4th & 6th semester of 100 Hours which includes classroom training, group assignment & project, industrial visit, examination & certification.
2. Development of Master Trainer Program (Train the trainer) on Cyber Security subject for the faculties of Galgotias University. Trainers will be evaluated and certified by TÜV SÜD as certified trainers.
3. Development of Job Role based Advance Modules which will be offered to students in Year 3 and Year 4
4. Provide internship platform within TÜV SÜD Group and its clients where ever possible.
5. Development of detailed syllabus and its vetting by a cross-functional team; representatives from TÜV SÜD South Asia, University, and Industry.
6. Conducting Faculty Development Program in the subject of Cyber Security to enable Galgotias to remain self-sufficient to run this programs.
7. A joint certificate with Logo of TÜV SÜD South Asia's and Galgotias University would be issued by TÜV SÜD South Asia to all participants.

Phase 2:

8. Development of Two Years Program in Cyber Security which will get integrated with first two years of Engineering curriculum (4 years' degree program)
9. Detailed induction to University's computer science / information technology faculty in order to review the course outline and exchange the know-how in developing syllabus.
10. TÜV SÜD Personal Certification Cell to perform regular assessment, examination and certification of the students for both - Basic and Advanced Modules.
11. Development of classroom training and e-Learning content for all the modules including exam, rules, certificate template.
12. Will provide advisory support in setting up Cyber Security Lab in the University.
13. TÜV SÜD would be authorized to audit any time the material, delivery and feedback of the courses which are delivered by certified faculties of Galgotias University.

Galgotias University - SCOPE OF WORK

1. This Memorandum of Understanding is specific to students enrolled directly with Galgotias University.
2. Galgotias University would ensure minimum student enrolments to any program executed by TÜV SÜD to ensure the economic feasibility and success of the program.
3. Galgotias University would give in writing to TÜV SÜD one month before the commencement of the program, the number of students with their application forms, who would undergo the training and



4. Galgotias University would nominate one person who would be a single point of Contact with TÜV SÜD for all Administrative purposes.
5. Galgotias University Would Monitor the attendance of the students and share the same with TÜV SÜD for certification purpose.
6. 80% of attendance for the designated program would be mandatory as an eligibility to attend the examination and certification of TUV SUD.
7. Galgotias University would support with the infrastructure required for organizing workshops, Faculty Development program and Seminars.
8. Faculties who have attended the Train the Trainer Workshop and have been successfully certified by TUV SUD would further train the students of Galgotias University.
9. These Trained students of Galgotias University would be assessed by TUV SUD Personnel Certification cell and those who meet the passing standards would be provided a joint certificate from TUV SUD and Galgotias University.

BASIC TERMS & CONDITIONS:

1. Students

List of students wanting to undertake the Training should be sent to Academy Division of TÜV SÜD one month in advance. The name of students mentioned in the list, shall be used for Certification purpose by TÜV SÜD.

2. Attendance

Attendance will be monitored by the project Coordinators of TÜV SÜD on a regular basis and will be utilized before issuing of certificates.

3. Quotation and Payments

All payments to TÜV SÜD would follow guidelines as mentioned below:

a. Galgotias University would make payment 50% in advance to initiate the programs and balance 50% will be paid after the completion of the program. **Galgotias University will guarantee minimum of 60 students in a batch to start the internship training program.**

Phase 1 – Cyber Security Industry Ready Program

S.No	Particulars	Value in INR
1	Master Trainer Program (Train The Trainer) for Faculty (Maximum batch strength 15) including class room learning and lab exposure. Trainers will be evaluated and certified as CERTIFIED TRAINER BY TUV SUD. Master Training Program will be of 5 Days (40 hours)	2,50,000/- (For Batch of 15 Faculties maximum)
2	Internship Program for B.Tech semester 4 th & 6 th Total 100 Hours Program includes: <ul style="list-style-type: none"> • Classroom training • Project & Group assignment • Industrial visit • Examination & Certification 	4000/- per student+GST

b. Payment will be collected from the management of Galgotias University.

c. All Taxes present and future and any other additional Taxes / Duty levied by authorities etc, shall be to the account of Galgotias University.



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4. **Obligation to Maintain Secrecy, Copyright, Data Privacy & Protection**

a. TÜV SÜD shall be authorized to maintain record of written documents which have been made available to it for review and which are important for conducting the Training and examination.

b. TÜV SÜD, its staff and any experts who may be called in, shall not disclose and use, trade and business matters of Galgotias University about which they have gained knowledge of during the performance of their work without proper authorization.

c. Galgotias University and its students shall not re-produce, disclose or alter the content given to them for the purpose of training and examination. TÜV SÜD solely reserves the right for the same

5 **Training Certificates**

a. Certificates will be issued by TÜV SÜD to the successful students on receipt of full payment.

b. Students who appear and clears a written test in the Pre-defined subject would be awarded **TÜV SÜD's Certified (Subject) Professional certificate.**

Notice: Certification, Subject and level of certificate as stated above to be provided would be the sole discretion of TÜV SÜD and is liable to change upon the recommendation of the TÜV SÜD Advisory Council with the approval of the TÜV SÜD Executive Committee and the Certification Administrator.

6. **Study Guide / Study Materials**

1. Relevant study materials, syllabus and learning objectives would be jointly developed by TUV SUD and Galgotias University for all modules. The Jointly developed material would be provided by Galgotias University to the students. TÜV SÜD however does not guarantee the printing quality of the study materials and TÜV SÜD shall not be held responsible for any non - handing over of study materials.

2. Any Change in the syllabus, training methodology should be subject to review and approval from TUV SUD and Galgotias University

NOTICE: Note all examination questions as prepared by TÜV SÜD SOUTH ASIA for the purposes of this MOU and are necessarily based on the contents of the study materials. Self-experience in the industry and education may also be the basis for some questions.

7. **Jurisdiction, and Applicable Law**

This MOU shall be governed by India laws and courts in Mumbai alone shall have exclusive jurisdiction to try any suit arising out of this MOU.

8. **Use of the Certification of TÜV SÜD**

a. The use of the certification is limited to those students who have successfully completed the written tests and passing criteria will be decided mutually in advance.

b. The use of the TÜV SÜD Certification shall not be used in promotion or advertising efforts.

9. **The TÜV SÜD Certification Program Amendments**

Policy and Procedures, as contained herein, may be amended upon the recommendation of the TÜV SÜD Advisory Council with the approval of the TÜV SÜD Executive and Legal Committee and the



Certification Administrator.

10. Commencement, Term & Renewal

This MOU shall remain valid for a period of two years from the date of execution of this MOU, unless terminated earlier.

11. Use of the name of TÜV SÜD SOUTH ASIA South Asia (P) Ltd

Galgotias University or any college/institutions or organizations associated with Galgotias University and the students **would not be entitled to use TÜV SÜD logo** in any form. However, Galgotias University can use the name of TÜV SÜD South Asia (P) Limited in whole in their brochures and catalogues only. In case of any breach of the same by any college/institutions or organizations associated with Galgotias University and the students, Galgotias University shall be responsible for the same.

12. Representations and Warranties

The Parties represent and warrant to each other as follows:

- a The execution and performance of this MOU does not conflict with other MOUs of the warranting Party and will not conflict with restrictions of governmental authorities including the applicable laws;
- b The execution and performance of this MOU is within the power of the warranting Party and have been duly authorized by the said Party;
- c Galgotias University agrees to indemnify and keep indemnified TÜV SÜD and its successors against all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, arbitrations, assessments, and reasonable costs and expenses (including without limitation, reasonable attorney's fees), arising out of any third party claims lodged against the TÜV SÜD SOUTH ASIA or TÜV SÜD has suffered any loss or damages by the statements, representations and assurance made by Galgotias University .

13 Confidentiality

The Parties will, at all times, maintain the utmost confidentiality regarding the contents of this MOU and any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential (hereinafter the "**Confidential Information**"). None of the Parties will make any announcement to the public or to any third Party regarding the arrangements contemplated by this MOU without the consent of the other Party, provided such consent shall not be unreasonably withheld or delayed. Any statement or disclosure which may be required by law or called for, by the requirements of any regulatory authority and any such statement or disclosures shall be no more extensive than is usual or necessary to meet the requirements imposed upon the Party making such statement on disclosure.

- b. The receiving Party shall not be liable for disclosure or use of any Confidential Information if the same;
 - i. Is in or enters the public domain;
 - ii. Is known to the receiving Party at the time of first receipt, or thereafter becomes known to the receiving Party prior to such disclosure without similar restrictions from a source other than the disclosing Party, as evidenced by written records;



iii. Is disclosed pursuant to any law or order of any court or regulatory authority having jurisdiction over the receiving Party;

c. The provisions of this Clause shall survive the termination of this MOU.

14. Termination & Consequences of Termination

a. In the event either party hereto commits a breach of any of its obligations under this MOU and/ or any other rules made applicable to Galgotias University hereto, the TÜV SÜD may terminate this MOU without giving the defaulting party any notice to remedy the default.

b. Either Party may terminate this MOU forthwith if the other Party becomes insolvent or bankrupt or makes an arrangement with its creditors or goes into liquidation.

c. Either party may terminate this MOU after giving the other party 30 (thirty) days' notice in writing.

d. Upon termination, all accounts shall be taken and settled between the parties within a period of 15 days from the date of termination

e. Termination of this MOU under this article will not prejudice any rights of either Party, which have arisen on or before the date of termination.

15. Intellectual Property Rights

a. Galgotias University acknowledges all proprietary rights including any intellectual property right in the Material provided to the Galgotias University for the purpose of training and certification shall vest and continue to vest TÜV SÜD. Nothing in this Agreement or in any other document shall construe transfer of any intellectual property rights in favour of the Galgotias University

b. Violations in any form by the Galgotias University shall lead to termination of this Agreement

16. Miscellaneous

a. Notices

All notices, waivers and other communications required or permitted hereunder shall be in writing, in English language, and communicated to either party at the addresses stated above or such other address or addresses as any such Party may from time to time designate by written notice. All such notices may be given by personal delivery, Telefax or by courier mail.

Any notice, waiver or other communication shall be deemed to have been duly given:

i. On the expiry of 10 days after posting, if transmitted by registered mail;

ii. On the date of delivery, if delivered personally or by courier;

iii. On the date immediately after the date of transmission with confirmed answerback if transmitted by facsimile, whichever shall first occur?



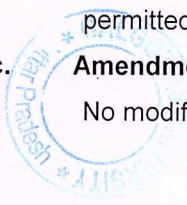
b. Partial Invalidity

If any provision of this MOU or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this MOU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

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c. Amendments

No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof



shall be valid or binding unless made in writing by all Parties.

d. Assignment

Any party shall not assign the benefit of any of its rights and/or obligations under this MOU without the prior consent in writing of the other parties.

e. Relationship

Nothing in this MOU shall create, or constitute or be deemed to create or constitute a partnership or joint venture between the Parties or any of them, or between the Parties or any one of them nor constitute or create or be deemed to create or constitute a Party as an agent of any other Party/Parties for any purpose whatsoever. The relationship between the parties is strictly on a principal to principal basis and no Party shall have any authority or power whatsoever to bind or commit, act or represent or hold itself out as having authority to act as an agent of, or in any way bind or commit the other Party or Parties to any obligations. The rights, duties, obligations and liabilities of the Parties shall be several and not joint or collective, each Party being individually responsible only for its obligations as set forth in this MOU.

f. General Compliance


The Parties agree that they shall, in the performance of this MOU, comply with all legal and regulatory requirements as may be applicable from time to time.

g. Counterparts

This MOU shall be executed in any number of counterparts, all of which shall be deemed to be an original, but when taken together shall be one and the same MOU


Both the parties hereto have agreed for all the terms and conditions as herein above and IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the date set forth above

For Galgotias University

By : 
Name : Registrar (mk hawl)
Title : Registrar
Date : 10/6/2019



For TÜV SÜD SOUTH ASIA South Asia Pvt Ltd.

By : 
Name : VIRAT KUMAR DHEBAR
Title : ASST. VICE PRESIDENT
Date :
ACADEMY
TÜV SÜD South Asia



June, 2019