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37/DH/2024/MOU(3T)
26/2/2024

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Harcourt Butler Technical University TBI Foundation Kanpur
-208002**

AND

**PROFESIONAL SERVICES
117/178 A 1 Q BLOCK,
SHARDA NAGAR , KANPUR**

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9/Apr/24
4:00 pm



MEMORANDUM OF UNDERSTANDING



Between

HBTU- TBI FOUNDATION and PROFPERSONAL SERVICES

This Agreement made and entered into on this 20.day of Feb 2024 between **HBTU-TBI Foundation** and having its offices at HBTU Kanpur 208002, and **PROFPERSONAL SERVICES** hereinafter called "**PROFPERSONAL SERVICES**" having office at 117/178 A 1 Q BLOCK , SHARDA NAGAR, KANPUR 208025 which expression shall include its successors and permitted assignees and associates.

1.0 HBTU TBI FOUNDATION, a company incorporated under the Companies Act-8 (No: U80904UP2022NPL164475 dated 20/05/2022) existing under the laws of India and having its principal place of business / registered office / located at HBTU East Campus, Nawabganj, Kanpur 208002. This company is promoting various objectives of Harcourt Butler Technical University Kanpur which is set up by the Act of Assembly of U.P/ Government of Uttar Pradesh), as communicated by its Governing Body or its representatives from time to time. HBTU-TBI foundation have following objectives but not limited to:

- a) Establishing/ promoting new technology/ knowledge/ innovation based startups, building of a vibrant startup ecosystem by establishing network, to provide training and certification services, services to startups like mentoring, legal, financial, technical services
- b) Nurturing translation of ideas and innovations emerging from the scientific, technological and knowledge capital, to generate commercial and social impact and to contribute to the economic development and social well being.
- c) Fostering the spirit of innovation and entrepreneurship in individuals and group to address the current and emerging societal needs.
- d) Facilitating cooperation and interaction between academia and industry and promote innovation.

- e) Providing training, education, certifications, short term courses or otherwise or conduct exhibitions, promotional events/ activities or otherwise, in parlance to the objects as stated above, after obtaining required approval from HBTU Kanpur Nagar

2.0 “PROPERSONAL SERVICES” a Partnership Firm registered with MSME (Ministry of Micro , Small and Medium Enterprises) UDYAM Registration no **UDYAM-UP-43-0055200** is a service provider with focus on soft skills , personality and other aspect of students success in corporate world oriented solutions to the Nation.

Four Focus Areas of .. company:

- Curate and develop the content for the startup development course.
- Arrange for the delivery of course materials and resources as necessary.
- Organize guest speakers or experts, when required, to enhance the learning experience.
- Conduct evaluations of the course participants and provide certification upon successful completion.

3.0 OBJECTIVES OF THE MOU

Aims and objectives of the M.O.U. –

- a) Providing training, education, certifications, short term courses or otherwise for overall developmental needs of students including their personality , etiquettes etc for being ready for corporate placements, and building vibrant startup ecosystem ,by establishing network or conduct exhibitions, promotional events/ activities after obtaining required approval from HBTU-TBI Foundation.
- b) Nurturing translation of ideas & innovations and fostering the spirit of innovation and entrepreneurship in individuals and group to address the current and emerging societal needs.



4.0 ROLES & RESPONSIBILITIES OF PARTIES FOR EXECUTION OF M.O.U.

To achieve the objectives of this MOU, collaborating parties shall share the responsibility as outlined in the following paragraphs-

Sl No.	Parties of MOU	Roles for conducting joint training or certification courses.
1.	HBTU-TBI Foundation	<ol style="list-style-type: none">1. To provide the infrastructure for fulfilling objectives of MOU as mentioned in objective section, without suffering academic activity of HBTU Kanpur. HBTU-TBI Foundation will monitor the quality of content and training through its representatives. Infrastructure as Example - Classroom /furniture, Projector ,Podium, and Internet Connectivity/Electricity /water/ security.2. HBTU-TBI will help in promoting course through its means.
2.	PROFERSONAL SERVICES	<ol style="list-style-type: none">1. The role of Profersonal Services will be organize the Training activity / course by all means. All course material will be given PROFERSONAL SERVICES. The HBTU TBI Foundation will support as stated above.2. All course material will be designed and prepared by Profersonal Services in consultation with HBTU TBI Foundation and cost associated will be borne by ProfersonalSevices.

Note: Certification of Courses will be done jointly by HBTU-TBI Foundation and PROFERSONAL SERVICES.

5.0 ENGAGEMENT OF RESOURCES FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a) The treatment of intellectual property and data rights, including patents,



industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration, or which belong to either of the two parties and are used in for the research collaboration.

- b) Other provisions may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6.0 SHARING OF REVENUE

The sharing of revenue will be done for joint training courses and as following:

Sl No	Company Name	Share % of revenue
1.	Share of PROFERSONAL SERVICES	75%
2.	Share of HBTU-TBI Foundation	25%

Transfer & Execution

1. 70% of HBTU-TBI share will be transferred within 10 days of the start of course and transfer of the rest of share will be transferred just before the issuance of certificates to participants.
2. Sharing of revenue post tax (if any)

7.0 CONFIDENTIALITY

During and for a period of MOU from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed, confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

8.0 INTELLECTUAL PROPERTY RIGHTS:

Both partner organizations will ensure that any results and publications originating from this collaboration will be available in both India and (partner organization) will ensure that all results are discussed with each other and due credit is given while filing patent application or publishing articles.

9.0 NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a



particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

10.0 TERMS OF COLLABORATION AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire **01 (one)** year after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party.

11.0 MODIFICATIONS

The modification in the Agreement can be done with the mutual consent of both the parties.

12.0 RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

13.0 ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

14.0 COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

15.0 JURISDICTION

This agreement shall be governed by the Laws of India Union in force. Both the parties here in agree that all disputes between them shall be subjected to the jurisdiction of courts in Kanpur Nagar district of Uttar Pradesh.

16.0 ARBITRATION OR MEDIATION


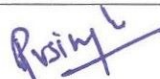
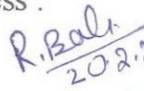



Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties.

17.0 SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of HBTU -TBI Foundation, Kanpur	On behalf of PROFERSONAL SERVICES
By :  Name : Prof Jitendra Bhaskar Designation : Chief Executive officer HBTU-TBI Foundation	By :  Name : Dr Rao Vikram Singh Designation: Partner PROFERSONAL SERVICES
Date : 20/02/2024	Date : 20/02/2024
Witness : 1.  R. Bal 202.2024 2.  R. Ram 20/2/24	Witness: 1. POOJA SINGH Singh 2. BJAHAN SINGH Singh