

Memorandum of Understanding (MoU)

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This Memorandum of Understanding is made and executed on 4th of July 2017 by and between

Syscom Corporation Pvt. Limited, a company incorporated under the Companies act 1956 having its head office at D-216 Sector 63, Noida 201301, (hereinafter called "Syscom" which expression shall unless repugnant to the context shall mean and include its administrative, executors and permitted assignees.

And

ABES Engineering College (henceforth referred to as ABES-EC), an educational institution having its address at Campus 1, 19th Km Stone, NH-24, Vijay Nagar, Ghaziabad, Uttar Pradesh, India 201009.

Agreement

1- Effective Date and Duration of Agreement

This MoU shall take effect on "4/07/2017" and shall continue for a period of three (3) years. It may be terminated formally by either party to the agreement with an advance written notice of three months to that effect.

2- Areas of Co-operation

1. Both parties agree to open an "Innovation Development Centre" at ABES-EC, Ghaziabad premises.
 - a) ABES-EC shall provide the entire infrastructure including building, electricity, furniture and other ancillary support.
 - b) ABES-EC shall provide appropriate space/room to Syscom for carrying out its activities at the said Centre.
 - c) Syscom may display its product or services at the centre for students studying in the ABES-EC.
 - d) Syscom shall conduct a qualifying test of the students permitted/participating in the activities at the Centre.
 - e) Syscom shall provide live innovative software product development experience to the shortlisted graduating (B.Tech) students.
 - f) The students who successfully complete the product phase shall be awarded an experience certificate and can be considered for Syscom campus hiring strictly based on performance and depending on business requirement and discretion of Syscom.

2. The parties will discuss opportunities for co-operation in the following areas with a view to develop and carry out collaborative activities of common interest:
 - a) Academic Co-operation involving collaborative research lectures and conferences in the areas of common interest.



- b) General Academic collaborations include the exchange of educational resource material and publication that are of mutual interest.
- c) Identification of Short term skill development programme and projects of mutual benefit.
- d) Industrial consultancy in line with capacities developed by ABES-EC.

3- Confidentiality

Each party shall keep confidential all information or material acquired or produced in connection with this agreement and shall not without prior written consent use or disclose or otherwise make available this information or material in any form to any person. This provision shall be binding upon the parties and shall survive for a period of two years the termination or expiry of this agreement.

4- Intellectual Property

Ownership of Intellectual Property shared by the parties pursuant to this agreement will remain with the contributor or creator. All such material should be treated as confidential and not for public circulation unless specifically agreed otherwise by both parties. This provision shall be binding upon the parties and shall survive the termination or expiry of this agreement.

5 Standards of Performance

The parties agree that all obligations under this MoU and any agreement resulting from this MoU shall be performed in a manner protective of and consistent with both party's reputation for excellence and integrity in education and research.

6 Governing Law and Jurisdiction.

The courts of Noida shall have exclusive jurisdiction to adjudicate any dispute arising out of the validity or interpretation of this MoU.

Sanjay



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[Signature]