

Bond



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Haryana Government



Date : 26/02/2024

Certificate No. P0Z2024B173



Stamp Duty Paid : ₹ 101

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(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Haryana knowledge corporation Limited

H.No/Floor : Plot/1 Sector/Ward : 22

Landmark : 4th floor hsiidc it park

City/Village : Panchkula District : Panchkula

State : Haryana

Phone : 87*****68



Purpose : AGREEMENT to be submitted at Concern

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING

This Agreement is made at Mahendergarh, Haryana on the 25th April 2024

BETWEEN

The Central University of Haryana was established by the Ministry of Human Resource Development, Government of India (GoI) under the Central University Act-2009 of the Parliament and having its permanent campus at Jant-Pali Village, Mahendergarh district of Haryana, herein referred to as the "University" (which expression shall mean and include its executors and assignees), as the party of the First part;

AND

Haryana Knowledge Corporation Limited, a Company incorporated under the Companies Act, 1956, having CIN U80904HR2013PLC050331 and having its registered office at, 4th Floor, HSIIDC IT Park Plot No 1, Sector 22, Panchkula, Haryana - 134109 India, hereinafter referred to as the "HKCL" or "Company" (which expression shall mean and include its executors and assignees), as the party of the Second part;

WHEREAS the Central University of Haryana, is one of the premier institutes of higher education in India and has been accredited with an 'A' Grade by NAAC. The University has been listed among the top 150-200 Universities in the NIRF ranking. Also, the University is fully funded by the University Grants Commission (UGC).

WHEREAS HKCL has been promoted jointly by the Government of Haryana, INDIA ("the Government"), Maharashtra Knowledge Corporation Ltd. ("MKCL"), Board of School Education ("BSEH"), Haryana, Haryana State Electronics Development Corporation (HARTRON) and four State Universities named Deen Bandhu Chhotu Ram University of Science & Technology, Murthal, Sonipat; Bhagat Phool Singh Mahila Vishvavidyalaya, Khanpur Kalan, Sonipat; Kurukshetra University, Kurukshetra; Guru Jambheshwar University of Science & Technology, Hisar to provide interalia IT enabled education and IT enabled services,

AND WHEREAS a Mass IT Literacy Movement has been launched by HKCL in the form of the HKCL Certificate Courses in the State of Haryana ("the State") during the last decade,

For Central University of Haryana

Prof. (Dr.) Tankeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

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AND WHEREAS the University has recognized that with the rapid transformation of societies in social, political, economic, technological, governance, business and education spheres, there has been a change in the perspectives on the need for and nature of IT literacy. New challenges have begun to emerge, and old ones to reemerge,

AND WHEREAS the University has recognized that it is now imperative that due importance be given to computer penetration and IT literacy, as a result of which there is an effort to bridge the Digital Divide resulting in the Knowledge Divide and the Opportunity Divide,

AND WHEREAS the University has decided that it can forge a collaborative endeavour with HKCL to launch and implement on an urgent basis a Mass IT Literacy Movement in the form of HKCL Career Oriented Courses (HCOC), modelled on the successful pattern of HKCL and with necessary adaptations across the state of Haryana by seeking necessary support of HKCL on a mutually agreed basis by avoiding the expense of time and resources in reinventing the essentials, and

NOW THEREFORE the parties hereto agree to enter into an Agreement specifying their rights, duties, and responsibilities for the promotion and propagation of the state-wide IT literacy movement in the state of Haryana in particular as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Without limiting any other terms defined elsewhere herein as used in this Agreement, the following terms shall, unless the context otherwise require, have the following respective meanings:

- a) ALC means Authorized Learning Center which is authorized by HKCL as per its norms issued from time to time for conducting HCOC.
- b) Learner means the individual registered at the ALC for HCOC after full payment of the course fee and certification fee and receipt by HKCL of these fees within the specified period and after issuance of valid login id and password to him/her by HKCL to access eLearning framework installed at the ALC.
- c) HCOC means "HKCL Career Oriented Courses" started by HKCL and these courses are NSQF aligned with 120/240 hrs of duration. List of courses is given at Annexure 'A' of this MOU.

2. RIGHTS & RESPONSIBILITIES OF UNIVERSITY

The University as the Joint Certifying Authority shall undertake the following broad responsibilities for the implementation/delivery of HCOC in the University Campus.

- a) Establish an ALC in the university premises for delivery of HCOC to the students of various courses running in different departments of the University.
- b) In order to accomplish the long-term developmental objectives described in the Preamble stated above, take a policy decision to launch the certification on a state-wide scale for the propagation of Skill Development in the form of the HKCL Career Oriented Courses (HCOC) with the overall academic, management and assessment support of HKCL.
- c) Send appropriate official communications, circulars, and notifications to all the departments, and newly admitted students/learners about the necessity, benefits, and availability of HCOC in the University.
- d) Annually provide the inputs to HKCL about the revision of curriculum and continuous comprehensive assessment process proposed by HKCL in July every year so as to launch the revised curriculum in the month of January of the subsequent calendar year.

For Central University of Haryana

Prof. (Dr.) Tanu Keshwar Kumar
Vice-Chancellor



For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

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e) Carry out periodic supervision of the Final (Course End) Online Examination of HCOC at the established center in the University premises in consultation with HKCL and offer guidance and advice in the improvement of the quality of assessment from time to time.

f) The Certificates given to the successful Learners will have printed signatures of the designated official of the University and HKCL.

g) Identify and appoint/nominate/designate with adequate authority and accountability a Project Leader for the implementation of Skill Development in the form of HCOC who will act as a single point contact with HKCL for successful implementation of the mission in a time-bound manner and participate in monthly review meetings convened by HKCL.

3. RIGHTS & RESPONSIBILITIES OF HKCL

HKCL shall undertake the following broad responsibilities for the implementation/delivery of HCOC in the University Premises:

3.1 Appointment of Project Leader

HKCL shall appoint with adequate authority and accountability a Project Leader with requisite support staff for the implementation of the Skill Development in the form of HCOC and who will act as a single point of contact with the university for the successful implementation of the mission in a time-bound manner and convene and participate in the monthly review meetings with University.

c) HKCL shall undertake periodic training of the various categories of the staff of ALCs such as coordinators, learning facilitators, counsellors, System Administrators, etc. so as to keep them updated about HKCL's norms and revisions thereof and thereby keep them equipped with state-of-the-art technology and management practices. HKCL shall undertake the entire process of the Online Certification Test for learning facilitators, System Administrators, and various other service providers.

d) HKCL shall host and maintain the web-based management software framework for the smooth conduct of HCOC and its all-other allied aspects.

e) HKCL shall regularly seek feedback from the learners and implement improvements in the services, wherever necessary. HKCL shall organize regular coordination meetings, training, and orientation programs with the University as and when necessary.

3.3 Launch of Courses

HKCL shall launch the Courses at ALC established in the University Premises in a mutually agreed date and shall undertake the overall management of the conduct of the HCOC.

3.4 Marketing & Promotion

HKCL in collaboration with the University shall undertake the marketing, advertisement and promotional programs through various media to give wider publicity to HCOC. HKCL shall create, host and maintain the website for HCOC.

3.5 Conduct of HCOC and Associated Methodologies

a) HKCL will offer the necessary leadership, technological, academic, assessment-related, and managerial support and guidance from time to time to the ALC for the smooth conduct of HCOC.

b) HKCL shall manage the web servers and database servers as well as their hosting and maintenance for the conduct of HCOC.

c) HKCL shall specify the academic, continuous comprehensive assessment and management methodology for HCOC, including the processes for marketing and promotion, learner intake capacities per computer per day, application, selection, admission, fee collection, academic, assessment-related administrative and

For Central University of Haryana

Prof. (Dr.) Parkeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

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financial schedule/calendar for the HCOC, requisition of stationery and study material distribution among the learners.

d) HKCL shall specify academic delivery and continuous comprehensive assessment model as well as final online examination including the use of requisite software's and the HCOC eContent provided therein by HKCL

e) HKCL shall ensure carrying out of the installation, commissioning, up-gradation, from time to time, if necessary, and uninterrupted operations of the server and client computer hardware, operating system software, application software's, and the HCOC eContent provided therein by HKCL, and in adherence to the specifications as specified by HKCL from time to time.

f) HKCL shall create the login id of each Learner on the provided framework and ensure weekly upload of the learner's progress profile to the HKCL server by using the Internet facility at the ALC. HKCL shall analyse this data and take corrective action to ensure satisfactory completion of the course by the Learners. HKCL shall also provide supervisory Login to the University's Project Leader for monitoring the continuous comprehensive assessment of all the learners undergoing the HCOC as well as the status of results of the Final Online Examination.

3.6 Syllabus

a) HKCL shall undertake to conceive the course content of HCOC and prescribe its syllabus.

The syllabus will be revised every year to match the state-of-the-art by responding to the emerging trends in technology and market and emerging aspiration of the learners. HKCL shall obtain the academic inputs from the College for curriculum revision and revision in the continuous comprehensive assessment process every year in the month of July to launch the revised curriculum from the month of January of the subsequent calendar year.

3.7 Admissions

a) HKCL shall design the stationery required for the admission process like brochures, forms, receipts, etc., and send it to ALC. The specifications of the stationary will be revised from time to time whenever felt necessary by HKCL.

b) HKCL shall provide the licenses of Admission software on ALC LAN as well as on the HKCL website and support thereof to the ALC from time to time.

3.8 Assessment and Joint Certification

a) HKCL shall undertake smooth, impartial, and trustworthy conduct of the continuous and comprehensive assessment of the Learners at the ALC throughout the duration of HCOC under periodic supervision of the University. The final online examination at the end of the course will also be conducted at the ALC where the Learner is registered himself in the last week of every month as per HKCL norms.

b) HKCL shall on a monthly basis electronically transfer the data of successful learners to the University for joint certification.

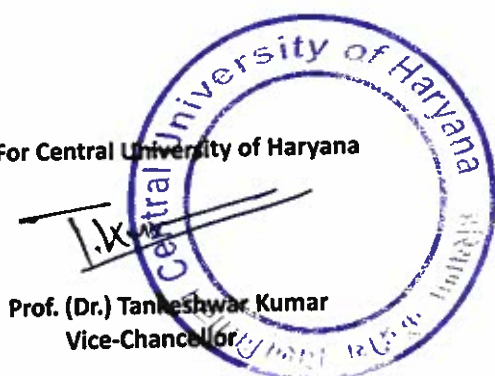
c) The certificates printed by HKCL for the successful Learners on a monthly basis will have printed signatures of the designated authority of the College and HKCL.

d) HKCL shall arrange to deliver the certificates to the successful learners through the concerned ALC.

3.9 Feedback

a) HKCL shall collect feedback from the university as well as the learners for improvement of the admission process, study material, academic delivery, assessment, and certification process Analyse the data, and make appropriate improvements accordingly.

For Central University of Haryana



For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

A circular blue ink stamp of Haryana Knowledge Corporation Limited is positioned over a handwritten signature. The signature is in black ink and appears to be 'Abhijeet'. Below the signature, the text 'Abhijeet Kulkarni' and 'Managing Director & CEO' is printed in black. The stamp contains the text 'INDIA' and 'Haryana Knowledge Corporation Ltd.' around the perimeter.

3.10 Finance & Accounts

- a) The fees applicable for the registered course will be paid by the learner at the ALC situated on the university premises.
- b) The fees can also be borne out by the university itself.
- c) In case of the payment done by the learner, HKCL shall disburse for each successful learner the certificate fee to the University on a monthly basis as per share specified in the financial terms below and mode of payment as mutually agreed, after deducting the taxes as applicable.

4. FINANCIAL TERMS

- a) HKCL shall forward the data of successful learners (who have completed the course and passed the examination successfully as per HKCL norms) to the University by 10th day of the succeeding month. HKCL shall authenticate the data and issue the certificates by 15th day of the same month.
- b) HKCL shall accordingly pay share of Rs.75/- (Rupees Seventy-Five only) for each successful learner, to the University before the 25th day of the next month as certification fee for all learners for whom certificates have been issued in the previous month by University and HKCL.
- c) Applicable Taxes, deductions i.e TDS, etc; shall be deducted while making payments to the University and the same shall be duly intimated to it in writing along with every payment made.
- d) All necessary expenses for the performance of individual responsibilities of parties hereto shall be incurred by them on their own, unless specifically being understood to be otherwise.
- e) University shall submit the Tax Invoice of Certification Fee on monthly basis in case Regular GST Certificate is obtained by it.
- f) The certification fee may be made revised with mutual consent between both the parties in the form of an amendment to its agreement, if and when necessary.

5. INTELLECTUAL PROPERTY RIGHTS

- a) Intellectual Property in the context of this agreement shall refer to all such patents, trademarks, and copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of this agreement.
- b) Intellectual Property also includes study material, course material, educational and promotional content whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this Agreement.
- c) The software frameworks for the delivery of HCOC are developed by a third party. As such, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of any third-party components licensed by HKCL, if any, and shall remain the property of those respective third parties only.
- d) All the intellectual property rights, to and in the content, methodologies, processes, assignments, question banks, etc. concerning HCOC are the exclusive intellectual property of a third party and any third-party components licensed by it shall remain the property of that third-party only.
- e) All the intellectual property rights, to and in the course name "HCOC" (HKCL Career Oriented Courses) is the intellectual property of HKCL. HKCL's Company Logo is exclusive property of HKCL.

For Central University of Haryana


Prof. (Dr.) Tankeshwar Kumar
Vice-Chancellor



For Haryana Knowledge Corporation Limited


Abhijeet Kulkarni
Managing Director & CEO



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f) The data (including learner profile, assessment results, learner assignments) regarding the learners registered with HKCL for HCOC, shall be the property of HKCL and the College shall have right of access thereto only to the extent of and for performing its responsibilities hereunder.

g) Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to cooperate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

5. CONFIDENTIALITY

a) Both the parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:

- Inconsequential or obvious;
- Already in its possession other than as a result of a breach of this clause; or
- in the hands of the public other than as a result of a breach of this clause.

b) 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 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.

6. INDEMNITY

Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to

(a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;

(b) failure to perform any obligations contained herein.

(c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements.

(d) any wilful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

7. CONTRACT INTERPRETATIONS

In this agreement unless otherwise specified:

- All words/terms denoting the singular shall include the plural and vice-versa;
- All words/terms denoting any gender shall include all genders.

8. HEADINGS

The Headings used under this agreement for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the Agreement.

For Central University of Haryana



Prof. (Dr.) Tankeeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited



Abhijeet Kulkarni
Managing Director & CEO

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9. WAIVER

The party that is entitled to the benefit hereof may waive any term or condition of this Agreement at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion.

10. VALIDITY

- a) This Agreement embodies the entire sole, and exclusive Agreement and understanding between the parties hereto with respect to the subject matter hereof.
- b) Signing of this Agreement shall result in cancellation and replacement of all past understandings, appointments, and agreements amongst the parties hereto whether in writing or otherwise
- c) Any amendment or modification or waiver in connection with this Agreement will not be effective unless made in writing and signed by both parties.
- d) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- e) This Agreement shall be effective from the date of its signing and shall remain valid unless terminated by either of the party.

11. TERMINATION

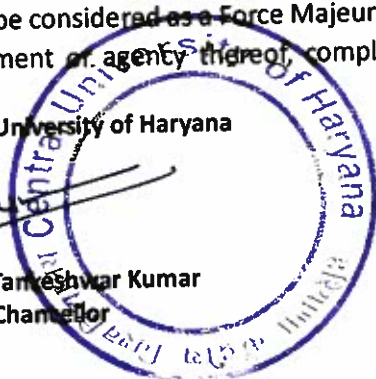
- a) This Agreement may be terminated by either party by giving the other party a notice in writing of three months of its intention to do so, but without dishonouring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the Learners.
- b) The Agreement shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.
- c) The Agreement may be terminated by both parties by mutual consent.
- d) Both parties shall honour commitments made prior to the date of notice, complete the ongoing commitments to avoid major inconveniences.
- e) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- f) The Clauses of this Agreement, which by nature are intended to survive termination of this Agreement shall remain in effect after such termination.

12. FORCE MAJEURE

- a) Neither party to this Agreement shall be liable for any failure or delay on its part in performing any of its obligations under this Agreement 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.
- b) Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this agreement, 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

For Central University of Haryana


Prof. (Dr.) Tanvishwar Kumar
Vice-Chancellor



For Haryana Knowledge Corporation Limited


Abhijeet Kulkarni
Managing Director & CEO



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 Agreement then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.


13. JURISDICTION

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Panchkula, INDIA which shall be the courts having jurisdiction to entertain and try the same.

14. NOTICES

Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by courier/registered mail or by facsimile/e-mail followed by a confirmation letter by courier, registered mail, at or to each of the parties at the addresses set forth below in this Agreement or to address as intimated from time to time.


For Central University of Haryana

Signature: 
Name: Prof. (Dr.) Tankeshwar Kumar
Designation: Vice-Chancellor

For Haryana Knowledge Corporation Limited


Signature:  25/4/24
Name: Abhijeet Kulkarni
Designation: Managing Director & CEO

Witness

Signature: 
Name: Ashish Kumar, Program Manager

Signature: 
Name: Ashish Kumar, Program Manager

Signature: 
Name: Tarun Singh

Signature: 
Name: VIKAS BISHNOI, Business Analyst

For Central University of Haryana


Prof. (Dr.) Tankeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited


Abhijeet Kulkarni
Managing Director & CEO



Annexure 'A': List of HKCL Courses

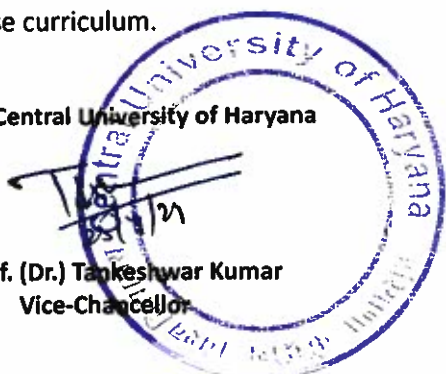
Sr. No.	Course Name	Proposed Fees (INR)	HKCL Share (INR)	Authorised Learning Centre Share (INR)	Duration	NSQF Level	QP Code
1	Certificate in Information Technology (HS-CIT)	Rs.4,500/-	Rs.1,325/-	Rs.3,175/-	132 Hours	3	2019/ITES/HKCL/3552
2	Certificate in Financial Accounting	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/BFSI/HKCL/3551
3	Certificate in Advanced Accounting	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/BFSI/HKCL/3550
4	Certificate in Advanced Excel	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3553
5	Certificate in AutoCAD	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3554
6	Certificate in IT Network Support	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3557
7	Certificate in IT Desktop & Hardware Support	Rs.9,000/-	Rs.2,100/-	Rs.6,900/-	240 Hours	4	2019/ITES/HKCL/3561
8	Certificate in IT Security Support	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3558
9	Certificate in Office Assistance	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/OAFM/HKCL/3549
10	Certificate in Photo Editing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ME/HKCL/3546
11	Certificate in Coral Draw (DTP)	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3560
12	Certificate in Adobe (DTP)	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3560
13	Certificate in Graphic Designing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3556
14	Certificate in Web Designing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3562
15	Certificate in Video Editing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ME/HKCL/3547
16	Certificate in C & C++ Programming	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3555
17	Certificate in English Communication & Soft Skills	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/OAFM/HKCL/3548

*Rates mentioned above are inclusive of all taxes as applicable.

Note: As per NEP 2020 policy 1 credit can be awarded for each 30 hours of duration of NSQF aligned course curriculum.

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