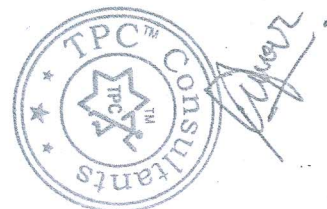


**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
ABES INSTITUTE OF TECHNOLOGY, GHAZIABAD & TPC CONSULTANTS
GHAZIABAD
For Personality Enhancement , Employability Skills & Pre-Placement
Training Programs**

TPC Consultants, Ghaziabad (here after referred as TPC) and ABES INSTITUTE OF TECHNOLOGY, Ghaziabad (here after referred as ABESIT) hereby enter into a Memorandum of Understanding, to mutually work towards to train the students of B.Tech. 2nd, 3rd & 4th year of ABESIT on Personality Enhancement, Employability Skills & Pre- Placement Training Programs in academic year 2016-17. Following are the broad guidelines of the MoU agreed by both parties:

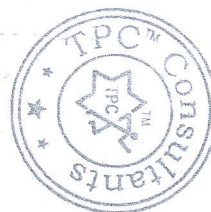
1. Mentioned below is the number of hours that TPC Consultants will provide the students of ABESIT in ODD Semester of academic year 2016-17
 - 20 periods (one period = 50 minutes) Personality Enhancement Program for B. Tech. 2nd year students.
 - 30 periods (one period = 50 minutes) Employ-ability Skills Program for B. Tech. 3rd year students.
 - 40 periods (one period = 50 minutes) Pre- Placement Program for B. Tech. 4th year (7th Semester) students.
2. TPC will strictly follow the Lecture Plans (as per the attached Enclosure-1; 4 pages) prepared on the basis of syllabus provided (as per the attached Enclosure-2; 3 pages) by ABESIT. The Lesson Plans are prepared by TPC for the following training programs.
 - Personality Enhancement Program for B. Tech. 2nd year students
 - Employ-ability Skills Program for B. Tech. 3rd year students
 - Pre- Placement Program for B. Tech. 4th year
3. ABESIT will depute a HoD/Coordinator who will be the Single Point of Contact (SPOC) for the training program and will support TPC trainers on different administrative matters.
4. TPC will depute a Project Manager/Training Coordinator for ABESIT to ensure the smooth conduction of training program and maintain the documents related to training program .
5. ABESIT will depute the faculty coordinators (as per the attached Enclosure-3; 1 page) for each session to facilitate the TPC trainers in order to maintain the discipline and smooth conduction of the classes. The faculty coordinators will also be responsible to take students' feedback on regular intervals and share the same with the HoD/Coordinator (SPOC) of ABESIT.
6. TPC will submit the Training Calendar in advance-on weekly basis for the coming week.
7. TPC will submit weekly reports in respect to the number of batches conducted, students present & the modules delivered.
8. TPC shall make arrangement for assessment and certification of the students undergoing their program.
9. That the TPC shall protect all assets of the ABESIT that come within its control and ensure that all information respecting to ABESIT that comes to its knowledge on account of this agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law after prior intimation of such proposed disclosure to ABESIT.
10. The TPC shall comply with "zero tolerance" practice of the ABESIT, towards bribery and corruption and ensure that any overt or covert attempt by any employee of seeking illegal gratification, whether in cash or in kind, is reported to the Coordinator (SPOC) of ABESIT immediately.
11. The trainers from TPC should possess the Photo-Visitor Pass of ABESIT during their daily visit in ABESIT campus.

Bhaskar K. Choudhary
DIRECTOR
ABES Institute of Technology
Ghaziabad



12. ABESIT will provide TPC the slots for training sessions which will be built in the Academic time table.
13. ABESIT will provide TPC the proper class rooms with all basic facilities like white/black board, marker/chalk – duster, LCD projector in their own premises for the training program.
14. The program would be conducted/ materialized at the ABESIT campus only. The facilitators (Trainers) of TPC Consultants would visit ABESIT campus to conduct the above training.
15. The Program would be for B Tech 2nd, 3rd & 4th year students of ABESIT having 21 batches (6 batches of B Tech 2nd year, 7 batches of B Tech 3rd year & 8 batches of B tech 4th year students)(as per the attached Enclosure-4; 1 page) in total for the above training program in academic year 2016-17. ABESIT would provide list of students, branch wise, before the commencement of training program.
16. Training delivery will take place in two or 3 periods taken back to back so as to bring better productivity of trainers and thereby students' performance.
17. Each student batch would consist of 80 students maximum.
18. The sessions conducted will be verified in return, on each day of the training, mutually by the Project Manager/Training Coordinator of TPC Consultants and HOD/coordinator of ABESIT.
19. TPC Consultants would ensure that its trainers reach before time & conduct quality training sessions at ABESIT.
20. The consultative mechanism between TPC Consultants and ABESIT would be devised to assess TPC Consultants trainers' performance. ABESIT will immediately inform Project Manager/Training Coordinator of TPC if any trainer does not perform well or creates any problem in smooth conduction of the program. Trainers who fail to perform satisfactorily will be substituted by TPC Consultants.
21. ABESIT has all rights to change trainers as per students' demands, adding/deleting modules to be delivered and to measure the training quality through different parameters and inform TPC immediately in case of dissatisfaction in any of the above said parameters.
22. TPC will submit the bills as per the signed number of hours & students.
23. ABESIT will ensure the proper communication/ information in advance if any deviation occurs in the academic calendar that may affect our training sessions.
24. ABESIT will not hire trainers/ managers/ coordinators whom TPC deputes on the training project at ABESIT by any mean (Full time, Part time, free lancing etc.) even if trainers approach the university on their own.
25. Regular feedbacks would be provided by both parties to each other regarding the program progress. In case of any perceived deficiency in quality of services, ABESIT would provide feedback immediately so that quick remedial action can be taken by TPC Consultants.
26. ABESIT will pay to TPC Consultants for the above mentioned training program:
 - INR 2000.00 per period (50 minutes) per batch of 80 students maximum for above mentioned training programme for different year B. Tech. students in academic year 2016-17.
 - Total Number of batches decided for the mentioned training programme are 21 (twenty one only).
 - Training periods to be delivered per week for all 21 batches are 65, 12 periods for B Tech 2nd year, 21 periods for B Tech 3rd year and 32 periods for B Tech 4th year.
 - Training will be imparted for as per the programme structure enclosed and the above mentioned cost is per batch/ per periods to be continued for B tech 3rd, 4th, 5th, 6th and 7th Semester, 10 weeks per semester.
27. ABESIT will make payment by 15th of every month for the training being imparted in the very same month. All the payment will be by cheque in favor of TPC Consultants, Ghaziabad.
28. TPC will ask for the payment ABESIT only. There will not be any role of students in making payments to TPC directly.
29. TPC will submit the invoice/ bills to ABESIT 5 days advance.

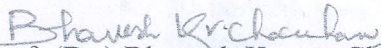
Bhavit K. Chakraborty
 DIRECTOR
 ABES Institute of Technology
 Ghaziabad




[Signature]

30. ABESIT students / batches enrolled in the program, as decided on program commencement (21 batches) for students of B Tech 2nd, 3rd, & 4th would be billable. The billed amount would be independent of the number of students actually attending the sessions.
31. In case sessions are not scheduled on any of the normally appointed days, ABESIT would intimate TPC Consultants in advance. If sessions do not take place even after the trainers have reached the campus, the sessions scheduled on that day would be deemed to have taken place and would be billed accordingly. In case the length of sessions is altered on some day on the request of ABESIT, it would be taken as a normal session and billed in the normal course.
32. This Agreement will come into effect from 8th August 2016 and expire on 31st May 2017, covering the anticipated term of the project. It can be extended by exchange of letters, noting the new expiration date of training program. Either party may terminate this MoU by giving 30 days Notice to the other party at the address mentioned hereinbefore.
33. The terms and conditions, not written above, will be discussed and met on the mutual consent of both the parties.

The MoU is agreed and signed by all concerned parties with the officers as mentioned below:


Prof. (Dr.) Bhavesh Kumar Chauhan
Director
ABES Institute of Technology, Ghaziabad
Campus-2, 19th KM Stone, NH-24, Vijay Nagar
Ghaziabad - 201009
8 August 2016

DIRECTOR
ABES Institute of Technology
Ghaziabad


Mr. Ajay Sharma
Chief Executive Officer & ED
TPC Consultants
CS- 33, 1st Floor, Ansal Plaza
Vaishali, Ghaziabad - 201010
8 August 2016

*Received
a copy of
MoU*

