



अखिल भारतीय तकनीकी शिक्षा परिषद्  
All India Council for Technical Education



HCL SOFTWARE

**MEMORANDUM OF**  
**UNDERSTANDING (MoU)**

**between**

**All India Council for Technical**  
**Education (AICTE)**

**and**

**HCL Software**



This Memorandum of Understanding (MoU) is entered into and executed in New Delhi, India on this 30<sup>th</sup> day of July 2020 by and between **All India Council for Technical Education** (hereinafter called "AICTE"), a statutory body of Ministry of Human Resource Development, Government of India, established under the All India Council for Technical Education Act, 1987, having its registered office at Nelson Mandela Road, Vasant Kunj, New Delhi 110070 (which expression shall, where the context so admits, be deemed to include its executors, administrators and assigns) be the **FIRST PARTY**

AND

**HCL Software**, (which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns) which is a division of HCL Technologies Limited with Registered office address at 806, Siddhartha Complex 96, Nehru Place, New Delhi 110019, be the **SECOND PARTY**.

**HCL Software and AICTE** are referred to individually as a "Party" and collectively as "Parties".

WHEREAS, AICTE has initiated several schemes for students to get skilled on new technologies and industry wide exposure to enhance their employability across different industry domains in India covering the expanse of the country.

WHEREAS, HCL Software seeks to promote skilling on niche technologies like Cybersecurity, Endpoint Management, Test Automation and Dev-Ops for technical student in Delhi-NCR and Bengaluru to train them for undertaking research, design and execution of the projects in these areas.



NOW, THEREFORE in consideration of the foregoing, the parties have agreed to launch the skill enhancement Program “SUNSHINE”, and work together as per the following:

**Role of AICTE:**

1. To ensure smooth functioning for the SUNSHINE, AICTE will facilitate coordination between HCL Software and Partner Colleges.
2. AICTE will share the list of Colleges who will be part of pilot program for SUNSHINE as requested by HCL Software.
3. AICTE will provide a selection procedure for institutions and will ensure Meritorious students and /or student from weaker section to get priority for SUNSHINE program.

**Role of HCL Software:**

4. HCL Software will provide this sunshine certificate course to students of MCA and B Tech(All stream) from AICTE approved institutions free of any type cost and there will be no registration charges.
5. HCL Software will start SUNSHINE program with limited colleges as decided by AICTE in Bengaluru and NCR region on pilot program basis. In this pilot project HCL Software will be able to take 40 students for each region for each stream, as follows :

S.No	Steam Name	Bengaluru	NCR
1	DevOps	40	40
2	Test Automation	40	40
3	End Point Management	40	40
4	Cyber Security	40	40
	Total	160	160

6. HCL Software will provide focused and experienced faculty for specialized courses.

7. HCL Software will ensure specialized course consists of detailed level courseware with real time use cases.
8. License required during lab exercises for product will be provided by HCL for a specific time interval.
9. HCL Software will conduct certifications exam after the training course gets over and handover certifications to the qualified students.
10. HCL Software specialized course will have tutorials exercises on products mapped to course. E.g. for Cyber security, lab exercises will be done using HCL AppScan product.

**Confidentiality:** HCL Software and AICTE agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the other Party except that provided for under the Right to Information Act, 2005. As part of their confidentiality obligations, the parties agree that no intellectual property ownership rights are transferred in connection with this MoU.

**Steering Committee:** A Steering Committee comprising officials of both parties shall be created to review the progress of the program on a periodical basis. The said Committee will handle only exceptional matters pertaining to the program. The composition and frequency of convening shall be decided mutually by both parties.

**Collaboration:** The parties acknowledge and agree that areas of collaboration as listed here in are not exhaustive in nature and the parties shall in good faith, negotiate to elaborate upon the areas of collaboration along with the rights, responsibilities and obligations of each party in relation to each of the areas of collaboration. The parties may, from time to time, execute addenda or modifications to this MoU to incorporate such additional scope of collaborations or discussions.

**Non-Exclusive:** The Parties acknowledge and agree that the areas of collaboration under this MoU are being undertaken on a non-exclusive basis





and either Party shall be free to enter into or consummate transactions similar to the areas of collaboration with other parties in India or elsewhere subject to maintaining the confidentiality of matters as provided herein..

**Term and Termination:** The term of this MoU shall be for a period of three years from the date of execution, unless terminated earlier by a written notice of thirty (30) days by a Party seeking such termination to the other Party, hereto. However, all commitments and obligations till the date of termination will be honored by both the parties, and confidentiality obligations shall survive indefinitely.

**Changes:** Alterations or modifications to this MoU may arise during the course of the program and any such changes shall be mutually discussed and agreed upon in writing by both parties. No changes or additions hereof to this MoU shall be binding on either party unless set forth in writing and executed by the respective duly authorized representative of both parties.

**Liability:** Except for breach of confidentiality obligations hereunder, or a party's willful misconduct, both parties (and their affiliates) agree that they are not liable to each other (and their affiliates), or any other party not entering into the said MoU, for any damages hereunder including any special, incidental, consequential, direct or indirect damages arising from any claims arising out of this MoU, whether during or after the term hereof.

**Compliances:** Each Party agrees to perform its activities in compliance with all applicable statutes and regulations that are in force at that time or as revised from time to time.



**Dispute Resolution:** Any and all disagreements / differences / disputes arising hereunder shall be resolved amicably by the designated senior executives / officers of the good offices of both Parties, and this MoU shall be governed exclusively by the laws of India.

This MoU contains the entire understanding between the Parties hereto and supersedes all prior arrangements, understandings and agreements,



written or oral, on the subject hereof. Except for breach of confidentiality obligations hereunder, or a party's willful misconduct, the parties intend for this MoU not to be a legally binding contract between them. Any part of this MoU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MoU will continue to be valid and binding on the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this MoU by their duly authorized representatives.

V.V. Apparao For and on behalf of HCL Software	Prof Rajive Kumar For and on behalf of AICTE
Signature: 	Signature: 
Title: Chief Human Resources Officer	Title: Member Secretary
Date: 30.07.2020	Date: 30.07.2020

Witness:

  
P S Sriram

Witness:

  
Dr. Neetu Bhagat  
(Deputy Director, AICTE)

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