



महाराष्ट्र MAHARASHTRA

2020

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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SHRI DNYANESH MAHAVIDYALAYA NAWARGAON
DIST-CHANDRAPUR 441223

&



Central Institute of Petrochemicals Engineering and
Technology (CIPET) Chandrapur

FOR

SKILL DEVELOPMENT, TRAINING OF STUDENTS AND FACULTY AND JOINT
COLLABORATION THROUGH INDUSTRY RELEVANT PROJECTS AND
CONSULTANCY SERVICES

प्रमाणित अधिकारी
निदेशक

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 30th day of January, two thousand and twenty-three (2023), by and between **SHRI DNYANESH MAHAVIDYALAYA NAWARGAON DIST-CHANDRAPUR 441223** herein by its **Principal, Dr. Suresh S. Bakare** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Central Institute of Petrochemicals Engineering and Technology, Plot No C 10-1, MIDC Tadali Industrial area, Chandrapur 442406 here in by its **Director & Head, Avneet Kumar Joshi** (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Private (Government Aided) Educational Institute named: **SHRI DNYANESH MAHAVIDYALAYA NAWARGAON (DMVN)** is a leading educational institution of the region and its various Arts & Science departments are entrusted with the responsibility of imparting quality education of students and upgrade their social & scientific skill sets by using the facilities of its infrastructure facilities. Institute also runs Skill Development certificate courses in 6 different disciplines. Students from backward communities and socio-economically weaker section of this rural and remote region are being provided dedicated service to avail higher education to fulfill their dreams. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

AND

Second Party **Central Institute of Petrochemicals Engineering and Technology, Plot No C 10-1, MIDC Tadali Industrial area, Chandrapur 442406**, herein after called as **CIPET: CSTS, Chandrapur** a premier academic institution for higher and technical education under the Ministry of Chemicals and Fertilizers, Government of India. The objective of the CIPET institute is to develop manpower in the domain of plastics namely Design, CAD/CAM, Tooling, Manufacturing and other aspects of Polymer and allied industries.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution**. The Parties shall keep each other informed of potential opportunities and shall share all relevant educational information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / skill enhancement systems, keeping in mind the needs of the industry, the Second Party.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding technicians from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge, without any prejudice to prevailing rules and regulations and without any disregard to any mechanism evolved and approved by the competent authorities of both parties. The areas of cooperation can be extended through mutual consent.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in the latest technologies used in their institutions and accordingly customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the emerging technology trends in Design, Tooling, Material Testing and Quality Assurance and necessary traveling allowances & remuneration shall be paid as per rules.
- 2.4 **Faculty Development Programmes:** Second Party to train the Faculties of First Party and vice versa as per the requirements. The mode of training will be in the form of conducting Seminar, Workshops and Guest lectures. The second party would also be providing exposure to the faculty members of the first party in CNC machines and microprocessor/PLC controlled processing machines on payment basis as per the guidelines of CIPET.
- 2.5 **Skill Enhancement/Placement Assistance of Students:** Second Party will actively engage in delivery of the training need of students of the First Party in

order to bridge the skill gap and make them industry ready. The second party will also provide the necessary support and assistance into internships and placements of students of the first party. The second will provide the skill training to the students of first party in the area of Design, CAD/CAM/CAE, CNC machining, Machine Maintenance Techniques and related Tooling. The necessary payment should be made by the First Party to Second Party.

- 2.6 Both Parties to obtain all internal approvals, consents, permissions, of whatsoever nature required for offering the programs on the terms specified herein.
- 2.7 There is no financial commitment on the part of the **DMVN**, the First Party or the second party **CIPET: CSTS, Chandrapur** to take up any programme mentioned in the MoU.

CLAUSE 3 VALIDITY

- 4.1 This Agreement will be valid for a period of Three year (03) until it is expressly terminated by either Party on mutually agreed terms, during which period **CIPET:CSTS, CHANDRAPUR** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **CIPET:CSTS, CHANDRAPUR** the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.
- 4.3 The skill training of the students will be organized **CIPET:CSTS, CHANDRAPUR** in various areas as required the First Party for the better employment of the students. All the payment related to the training of faculty and students organized at **CIPET:CSTS, CHANDRAPUR** shall be made in favour of **CIPET:CSTS, CHANDRAPUR**.
- 4.4 Students can undertake their project work at **CIPET:CSTS, CHANDRAPUR** in the area of Machining, CAD/CAM/CAE with support of faculties of Second Party

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Chandrapur District court.

For
Shri Dnyanesh Mahavidyalaya Nawargaon
Dist. Chandrapur

For
Central Institute of Petrochemicals
Engineering and Technology,
CIPET:CSTS Chandrapur

Authorized Signatory

Principal

Shri Dnyanesh Mahavidyalaya
Nawargaon, Dist. Chandrapur.



Authorized Signatory



Name of Institution:

SHRI DNYANESH MAHAVIDYALAYA
NAWARGAON

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Witness1:

H.B. Medharami

Witness 2:

B.R. Balbude

Witness1:

Sharada P. T. Shinde

Witness2:

Parag S. Bhagwan