

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

RAJASTHAN TECHNICAL UNIVERSITY, KOTA (RAJ.)

&

NAME OF INDUSTRY/ORGANIZATION

FOR

**TRAINING, PLACEMENT, SKILL DEVELOPMENT,
R&D SERVICES AND OTHER ACADEMIC MATTERS**

(To be signed and sealed on each page by both the Parties)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the nth DAY OF - MONTH - Two Thousand and YEAR (DATE IN NUMERALS), by and between

Rajasthan Technical University, Kota (Raj.), THE FIRST PARTY represented herein by its Name of Competent Authority / Representative (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

NAME AND ADDRESS OF INDUSTRY/ORGANIZATION, THE SECOND PARTY, and represented herein by its AUTHORIZED SIGNATORY, Name of Competent Authority / Representative, (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

1. WHEREAS:

1.1 First Party, Rajasthan Technical University (RTU) is located in Kota in the state of Rajasthan. It was established in 2006 by the Government of Rajasthan to enhance the technical education in the state.

The university, located on the Rawatbhata Road, about 14 kms from Kota Railway Station and nearly kms from Kota Bus Stand. The university currently affiliates about 90 Colleges for the study of Bachelor of Technology, Master of Technology, Master of Business Administration, Master of Computer Applications, Bachelor of Hotel Management and Catering Technology, Bachelor of Architecture and Master of Architecture. The number of enrollments in the University is nearly one lakh at present. There is a conducive research environment for research in all the disciplines whose post graduate programs are being run. University has a number of research centers in the affiliated colleges and in the University Departments in Rajasthan Technical University, Kota to run the Ph.D. programs.

The University aims to provide quality technical education which may help the state in its technical development and will boost the technical environment in the country.

1.2 Second Party, **NAME OF INDUSTRY/ORGANIZATION**, located in the city of was established in the year... and is registered as vide..... Details of the domain and expertise of Second Party.

The objective or the roadmap of the Second Party.

1.3 The Parties 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.

1.4 The Parties intent to cooperate and focus their efforts on cooperation within area of Training, Placement, Education, Consultancy, Research and other Technical matters.

1.5 Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

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

2. CO-OPERATION

2.1 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 and its related wings.

2.2 The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

2.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of this MoU.

2.4 The terms of cooperation shall be mutually decided between the Parties on case-to-case basis. This MoU shall represent the entire understanding as to the subject matter hereof and shall encompass any prior understanding between the Parties on the subject matter hereof.

3. SCOPE OF THE MoU

3.1 The talented students from the institutions could play a key role in technological upgradation, innovation and competitiveness of an industry. Both Parties believe

that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 3.2 **Curriculum Design:** Second Party may participate in this process as and when the First Party extends invitation for such activity. The cooperation may be sought in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 3.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party may permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with First Party.
- 3.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of their expertise. The outcome of the R&D would be subject to the INTELLECTUAL PROPERTY section of this MoU.
- 3.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready and vice-versa.
- 3.6 **Expert Lectures:** Second Party to extend the necessary support to deliver expert lectures to the students of the First Party on the technology trends and in-house requirements and vice-versa.
- 3.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the requirement in concerned sector/specialization, if available and vice-versa.
- 3.8 **Training and Placement of Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for the students.
- 3.9 **Consultancies, R&D and other Academic Matters:** The Parties will extend cooperation to each other in such a manner that it is mutually beneficial but does not create a conflict of interest on either's part. If such situation arises, the terms mentioned in the ARBITRATION section of this MoU would be resorted to.

- 3.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 3.11 There is no financial commitment on the part of the First Party. However, in case of sponsored/financially supported or externally funded programs, the liability of the First Party will be limited to the extent of financial benefit of First Party or may be decided by the competent authority of First Party in the interest of students.
- 3.12 Each Party agrees that it shall not, at any time, after executing the activities of this MoU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both Parties.
- 3.13 It is expressly agreed that First Party and Second Party are acting under this MoU as independent entities, 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.

4. INTELLECTUAL PROPERTY

- 4.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 4.2 The rights of the First Party are reserved through the IPR Policy of the First Party. Notwithstanding anything, any consequence arising out of this MoU would not infringe/contravene any of the provisions of the IPR Policy of the First Party.

5. ARBITRATION

- 5.1 Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by both Parties.
- 5.2 In the event of non-resolution of disputes through mutual consultation, the Parties hereby submit to the exclusive jurisdiction of the Kota Courts of Law. The

arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 and the venue of the arbitration shall be in Kota jurisdiction of dispute.

6. FORCE MAJEURE:

6.1 In no event shall the Parties be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God.

6.2 It is being understood that the Parties shall use reasonable efforts which are consistent with accepted practices in the academia to resume performance as soon as practicable under the circumstances.

7. DURATION

7.1 This Memorandum of Understanding shall become effective upon signing by both Parties and shall remain in effect for a duration of THREE (3) years. It may be extended for another duration with mutual agreement.

7.2 The MoU may be terminated by either Party by giving three months' notice and settling all outstanding dues, if any, within that period.

7.3 If a sponsored or joint project is underway at the termination of this MoU, the MoU would be deemed to have been extended till the completion of the Project. At the termination of the MoU or any joint project, any property created in execution of joint projects shall remain *in-situ*.

AGREED and SIGNED

:

For, First Party
(RTU, Kota)

For Second Party
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Witness 1:

Witness 2:

Annexure

The nodal officer or the Contact Persons details:

A.1. For the first Party:

Name:

Designation:

Address:

Email:

Phone:

A.2. For the Second Party:

Name:

Designation:

Address:

Email:

Phone:

A.3. PERT Chart/Schedule/Time frame of activities: