

हरियार्जा HARYANA

Memorandum of Understanding

This agreement is made on $\frac{20|8|2021}{}$

Between

J.C BOSE University of Science & Technology, YMCA, Faridabad, Haryana (formerly referred to as YMCA University of Science and Technology, Faridabad) which is a State Govt. University established in 2009 vide Haryana Govt. Gazette notification No. 29 of 2009 dated 16.09.2009 (Haryana Act No. 21 of 2009) (Erstwhile, YMCA Institute of Engineering), Faridabad situated at sector 6, Faridabad-121006 acting through its authorized signatory, Registrar, which expression, unless its repugnant or inconsistent with the context or meaning thereof to be deemed mean and includes its successors in title and permitted assigns of the second Part.

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Rvm Cad Consultants having its office in 5R/5 behind Saluja Petrol Pump, NIT, Faridabad Pin-Code 121001, a company incorporated under the Indian Companies act, which expression shall unless it be repugnant or inconsistent with the context here of mean and include its successors and permitted assignors of the Second Party.

Where as in relation to the performance of the authorized purpose (as defined above) both parties will provide certain confidential information to the other party, including but not limited to student profile, technical and or business information of second party in relation to the job oriented training for student subject to the terms and conditions here in after appearing.

Second party is a company with expertise in Automation & Robotics field with manufacturing set up at its Faridabad location, RVM CAD Consultants certified centre with long history of its parent companies i.e. RVM CAD is renown brand in India.

RVM CAD Consultants provides training to budding engineers of industry to give hands on experience scope of work:

Program:

- 1. Workshop: Second party will conduct practical trainings, seminars, competitions and technical courses to help students to gain skill and become industry ready first party will allow second party to use classes, laboratories and network infrastructure to conduct these workshops from time to time for internal students and for external students on payment basis.
- 2. **Continuous learning internship program:** Second party will enable students to work on industry product/projects assignments of second party and/or their customers.

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- 3. **Student Assessment:** Second party will assess the students solely based on the performance. Second party can share such assessments with their customers and publish this to websites including job portals solely for the benefit of students and business needs of second party.
- 4. **Industry Internship:** When any student selected for internship by second party, the second party inform the first party and after the permission from the concerned Chairperson student can go for internship.
- 5. **Faculty Participation:** First party can encourage their faculty members to participate in the program. Second party will have no objection with faculty member using the acquired skills for non-profit academic purpose of guiding the students of first party.
- 6. Financials: Second party shall not charge any type of fee from its students for this program only without confirmation from first part. Second party will not be liable to pay any expense incurred by first party in providing the required facilities of conducting the program in their campus.
 - 7. Assignment: No party can assign this agreement to any other party.
- 8. <u>Notices:</u> All notices, approval, instructions, demand and other communications given or made under this agreement shall be made in writing on the registered address given in the preamble/ in first para.

9. Severability: If any provisions of this agreement became invalid unenforceable or prohibited by law such provisions shall be considered as inoperative and reminder will be operative and shall continue remain valid.

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10. Force Majeure: The parties shall not be liable for any failure or delay in its performance under this agreement due to acts of god, civil or military authority, fires, epidemics, floods, earthquakes, riots, sabotage disruptions of production facilitates, system failure technical mishaps, hacking, internet disruptions, loss of data, communications failure, strikes, work stoppages or other industrial disputes.

11. **Implementation of the Agreement**

· Specific details on the implementation of each area of collaboration shall , be detailed in an agreement done in writing. Such agenda will include the specific activities to be conducted responsibilities of each party. Participation time and resource required implementation procedures and the details as necessary. The two parties agree that they will be free to participate in such projects acting either individually or collectively.

12. **Intellectual Property Rights**

Second party will collect student data/information for functioning of their system including but not limited to their contact details, devices they have and usage of applications/products assigned as project work. Second party and/or their customer will own this data within legal · limits for required functioning of their business.

During interaction with students all artifacts of training and project work, produced and/or referred will be intellectual property of second party and first party will have no right on any of that. Artifacts agreed upon IP right of second party includes but not limited to training and project work whether or not student work product in written, graphics, oral or other tangible or intangible forms, including but not limited to strategic plans: unannounced product information, specifications or design, computer programs, documents, drawing, diagrams, models, BAR CONSULTANTE studies, analyses, reports and processes.

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Second party charges their customers for the work done by enrolled users of their portal including students. First party will have no rights and share on the earnings and business value created by second party.

13. Governing law and Jurisdiction

This agreement shall be governed and construed in accordance with the laws of India. The courts of Faridabad shall have exclusive jurisdiction in respect of any dispute between the parties under this agreement, which cannot be settled amicably.

14. Terms and Termination

This agreement shall be for a period of 3 years which can be further be renewed on mutual basis and the same can be terminated by any party by giving a prior notice of 30 days without assigning any reason.

15. <u>Miscellaneous:</u>

• During this agreement neither party will enter into an agreement with a third party on behalf of the other party.

 No party shall have right to use the name and logo of the party without the prior approval of that party in writing.

• This agreement does not preclude either party from entering in to any similar arrangement with any other party.

IN WITNESS WHEREOF the parties here to have executed this agreement that day and year first above mentioned in a manner legally binding upon them.

For and on behalf J.C. Bose University For and on Behalf of RVM CAD Consultants

1. Signature:

2. Signature:

Registrar Januaren - da Spienca -

Tachanicay, YMOA, Faridada



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UNDER THE APPRENTICS ACT 1961 STATE OF HARYANA

Name:

Date:

Address:

Witness:-

1. Signature

Name:

Dr Roomer English.

2. Signature

Name: With Goel

Name:

Date:

Address:

1. Signature Shakuntla, Name: (Dr. Shakuntla)

2. Signature: 📈 "

Name:

DR. AMZU GUPTA-

11.8 AUG 2021