

हरियाणा HARYANA

Memorandum of Understanding

L 207362

This **Agreement** is made on 19/9/2023.

BETWEEN

J.C. Bose University of Science and Technology, YMCA, Faridabad, Haryana (formerly known as YMCA University of Science and Technology), a Haryana State Government University, established by Haryana State Legislative Act No. 21 of 2009 & recognized by UGC Act 1956 u/s 22 to confer Degrees (hereinafter referred to as the "University", which expression shall, unless it be repugnant or inconsistent with the context hereof, mean and include its successors and permitted assignor) of the First Party

AND

Reckers Mechatronics Pvt. Ltd., having registered office at Plot No. 14 LGF, NRI Complex, Mandakini, Greater Kailash IV, New Delhi-110048 & having panel division & office at Plot No. 2050 HA, Sanjay Colony Industrial Area, Near Sharad Metals, Sector-23, Faridabad a company incorporated under the Indian Companies Act, which expression shall, unless it be repugnant or inconsistent with the context hereof, mean and include its successors and permitted assignor) of the Second Party.

WHEREAS in relation to the performance of the Authorized Purpose (as defined below), 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

For RECKERS MECHATRONICS PVT. LTD.

Director

Mehar
19/09/2023

Registrar

J.C. Bose University of Science
and Technology, YMCA, Faridabad

relation to the job oriented training for students subject to the terms and conditions hereinafter appearing.

Second Party is ready to provide IIOT solutions, Digitization solutions, Machine to Machine interface, Cloud computing Solutions, OEE Services etc. Industries Second party have gained technical competence include Automotive Industries, FMCG, Pharmaceutical, Process Industries, Thermal Power, Hydro electric, waste water treatment and many more. Second party is certified System Integrator for Rockwell Automation (Allen Bradley) & PTC (Leader in Digital transformation). An ISO 9001:2015 Certified Company. Second party is serving their diversified customers from office locations at Faridabad and Chandigarh. Few of their projects consist of Weldshop Digitization, Paint Shop Digitization, Variant Management, Integration of HPDC Machines for OEE and digital reporting in the tailor-made specific format etc.


They are team of well qualified technocrats who have rich experience of automation or digitization products and software, their integration to provide comprehensive solutions to the Industries starting from raw materials to finished goods through different sections that can help students and academia to acquire skills and become industry ready ("Program"). Following is detail of Program and required Scope and Responsibility of both parties to accomplish it:

1. Program

- **Workshops:** Second Party will conduct practical trainings, seminars, competitions, and technical courses to help students to gain skills 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.
- **Continuous Learning Internship Program:** Second Party will enable students to work on Industry products/projects assignments of Second Party and/or their customers.
- **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.


For RECKERS MECHATRONICS PVT. LTD.

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2

- **Industry Internship:** For selected students, Second Party can offer Industry internship and send students to their customer's office. In such case, rules and regulation of customer of Second party will supersede.
- **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.
- **Financials:** Second Party shall not charge any type of fee from First Party or their current Students for the program. Second Party will not be liable to pay for any expense incurred by First Party in providing the required facilities for conducting the program in their campus.

2. Assignment

No party can assign this agreement to any other party without the written consent of the each other.

3. Notices

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.

4. Severability

If any provisions of this Agreement became invalid unenforceable or prohibited by law such provisions shall be considered as inoperative and remainder will be operative and shall continue remain valid.

5. Force Majeure

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



For RECKERS MECHATRONICS PVT. LTD.

Director


 19/09/22
Registrar
J.C. Bose University of Science
and Technology, YMCA, Faridabad 3

6. Implementation of the Agreement

Specific details on the implementation of each area of collaboration shall be detailed in an "Agreement" done in writing. Such *Addenda* will include the specific activities to be conducted; responsibilities of each Party; participation, time and resources required; implementation procedures; and other details as necessary. The two parties agree that they will be free to participate in such projects acting either individually, or collectively.

7. 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, graphic, oral or other tangible or intangible forms, including, but not limited to: strategic plans; unannounced product information, specifications or designs; computer programs; documents, drawings, diagrams, models; studies, analyses, reports and processes.

Second Party charges their customers for the work done by enrolled users of their portal including Students. First Party will have no right and/or share on the earnings and/or business value created by Second Party.

8. 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.

9. Term and Termination

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


For RECKERS MECHATRONICS PVT. LTD.

Director


19/09/23

Registrar
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4


10. Miscellaneous

1. During this agreement neither party will enter into an agreement with a third Party on behalf of the other party.
2. No party shall have right to use the name and Logo of the other party without the prior approval of that party in writing.
3. This Agreement does not preclude either party from entering in to any similar arrangement with any other party.

IN WITNESS WHERE OF the parties hereto have executed this Agreement the day and year first above mentioned in a manner legally binding upon them.

For and on behalf of J.C. Bose University
of Science and Technology, YMCA, Faridabad

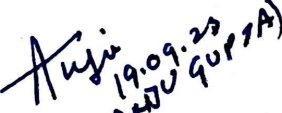
For and on behalf of Reckers Mechatronics
Pvt. Ltd

1. Signature 
Name: Dr. Meha Sharma
Date: 19.09.23


1. Signature 
Name: Raman Kumar Sood
19.09.2023
Director

Witnesses :

1. Signature


19.09.23
(Dr. Anil Gupta)

1. Signature


(Sandeep Singh)