MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Dr.-K. N. Modi Institute of Engineering & Technology, Modinagar

&

Advait Life-Education Foundation

R-5/119, Flat no. 11, Raj Nagar, Ghaziabad, UP - 201002

DIRECTOR
Dr. K.N. Modi Institute of
Engineering & Technology
Modinagar-201204

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 31st of – January – Two Thousand Nineteen (31st January, 2019),

BETWEEN

Dr. K. N. Modi Institute of Engineering & Technology, Modinagar, the First Party represented herein by its **Director- Dr. Varun Mittal** (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

Advait Life-Education Foundation, R-5/119, Flat no. 11, Raj Nagar, Ghaziabad, UP - 201002, the Second Party, and represented herein by its **Deputy Manager- Mr. Abhishek Agarwal** (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')

WHEREAS:

DIRECTOR
Dr. K.N. Modi Institute of
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Modinagar-201204

A) First Party is a Higher Educational Institutionnamed:

(i) **Dr. K. N. Modi Institute of Engineering & Technology, Modinagar**

B) 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 enhancedopportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education andResearch.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.

E) **– Advait Life-Education Foundation –** , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – ***Education/ Publishing*** - - and related fields

F) **– Advait Life-Education Foundation** – ,the Second Party is promoted by **Mr. Abhishek Agarwal – Deputy Manager; Advait Life-Education Foundation, R-5/119, Flat no. 11, Raj Nagar, Ghaziabad, UP - 201002,** and ***Education/ Publishing;***

G) **Advait Life-Education Foundation** - Advait is a unique organisation working towards promoting intelligence and innocence among individuals through rigorous life-education. To this effect, Advait harnesses the power of scriptures and works of saints. More than a million individuals have so far benefited from Advait's Development Programs and Learning Camps for students, faculty members, and professionals.

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

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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** and its related wings. 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.

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 / training systems, keeping in mind the needs of the industry, the SecondParty.

1.3 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 (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

2.1 The budding graduates 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.

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2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the

curriculum so that the students fit into the industrial scenariomeaningfully.

2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to 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 the First Party.

2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into Internships/jobs,as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - **Education, Placement & Guest Lectures- -.**

2.6 **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.

2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, ifavailable.

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2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

2.10 There is no financial commitment on the part of the **Dr. K. N. Modi Institute of Engineering & Technology, Modinagar**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealtseparately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 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.

CLAUSE 4 VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Advait Life Education Foundation**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Advait Life Education Foundation**, 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

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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

DIRECTOR
Dr. K.N. Modi Institute of
Engineering & Technology
Modinagar-201204
UPTU Code-077

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 Courts of **Ghaziabad.**

AGREED:

For Dr. K. N. Modi Institute of Engg. & Tech., Modinagar

For

Authorized Signatory

DIRECTOR
Dr. K.N. Modi Institute of
Engineering & Technology
Modinagar-201204
UPTU Code-077

Authorized Signatory

DIRECTOR
Dr. K.N. Modi Institute of
Engineering & Technology
Modinagar-201204

Dr. K. N. Modi Institute of Engg. & Tech., Modinagar	
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Contact Details: 8791082234	Contact Details
E-mails: director@knmiet.edu	E-mails
Web: www.knmiet.edu	Web

Witness1:

(Dr. Deepankar Sharma)
Addl. Director
Dr. K.N.M.I.E.T., Modinagar

Witness2:

Dharmendra Singh
(HOD M.E. Dept.)
Dr. K.N.M.I.E.T., Modinagar

Witness3:

Witness4:

Technical Association Foundation

DIRECTOR
Dr. K.N. Modi Institute of
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Modinagar-201204