

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



RAIPUR

KALINGA UNIVERSITY, NAYA RAIPUR
VILLAGE KOTNI, NEAR MANTRALAYA, ATAL NAGAR,
CHHATTISGARH 492101

&



MGM's COLLEGE OF ENGINEERING, NANDED
NEAR AIRPORT, OFF, HINGOLI ROAD
NANDED 431605 MAHARASHTRA

FOR

**COOPERATION AND GUIDANCE IN THE FIELD OF
RESEARCH & DEVELOPEMENTAND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 22nd DAY OF – August – Two Thousand and Nineteen (22-08-2019), by and between

KALINGA UNIVERSITY, NAYA RAIPUR (VILLAGE KOTNI, NEAR MANTRALAYA, ATAL NAGAR, CHHATTISGARH 492101, THE FIRST PARTY) (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

MGM'S COLLEGE OF ENGINEERING, NANDED (NEAR AIRPORT, OFF, HINGOLI ROAD NANDED 431605 MAHARASHTRA), (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 Higher Educational Institution named:
(I)NAME OF INSTITUTION: - **KALINGA UNIVERSITY, NAYA RAIPUR**
- 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 enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **MGM'S COLLEGE OF ENGINEERING, NANDED** (NEAR AIRPORT, OFF, HINGOLI ROAD NANDED 431605 MAHARASHTRA), the Second Party is engaged in Education and R&D Services in the fields of Sciences, Engineering and Technology.
- F) **MGM'S COLLEGE OF ENGINEERING, NANDED** (NEAR AIRPORT, OFF, HINGOLI ROAD NANDED 431605 MAHARASHTRA), the Second Party is managed by **MAHATMA GANDHI MISSION'S TRUSTEES**; Mahatma Gandhi Mission, that started its journey in a modest way with a rural health care center at Naha



and a hospital in Nanded: has emerged as a 5000- member family with more than 50 educational organizations, health care centers and social welfare units functioning under its umbrella at 5 centers i.e. Aurangabad, Nanded, Navi Mumbai, Noida and Parbhani. Spanning a period of 35 years, MGM establishments prove the deep faith of her management in the power of education that leads the society towards Prosperity of the nation. Mahatma Gandhi Mission has endeavored providing value-based education in all streams of knowledge like Engineering, Medicine, Dental, Nursing, Management, Law, Mass Communication & Journalism, Library Science, Computer Science, Biotechnology, Bioinformatics, Fine Art, Indian classical dance with state-of-art technology and infrastructure. Many new disciplines have also been included in the chain of establishments preserving the old. MGM's University of Health Sciences has begun with exploring the new possibilities of imparting quality education. The founders of the trust are a group of ingenious Engineers, Doctors and Scientists having a high career profile and commitment to social interest. The Board of Management of the Trust is headed by Shri. Kamal Kishor N. Kadam, Member of legislative council of state of Maharashtra and ex. minister of education.

- G) **Related information, its branches, and dimensional information about concerned with whom the MoU is sworn:-** MGM's College of Engineering, Nanded started in 1984. The campus is situated on a hill top located near airport. MGM's campus can be easily distinguished with its greenery and beauty. The campus is spread over 20 Acres having built-up area more than 1.5 lakhs Sq. ft. Presently the college is affiliated with Dr. Babasaheb Ambedkar Technological University, Loner, Riagad (M.S). The college offers B. Tech Courses in the discipline of Civil Engineering, Mechanical Engineering, Computer Science and Engineering, Information Technology, and Electronics & Telecommunication Engineering. The college offers M. Tech Courses in Structural Engineering, Mechanical Engineering, Computer Science and Engineering, and Electronics & Telecommunication Engineering. The institute is recognized research center of Swami Ramanand Teerth Marathwada University of Mechanical Engineering and Computer Science and Engineering. The research center and departmental laboratories are equipped with all equipments and modern facilities.

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** 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 second Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the institute, the First Party.
- 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.
- 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 scenario meaningfully.
- 2.3 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Engineering, Science and Technology (ACTIVITIES AND SERVICES)**
- 2.4 **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.



- 2.5 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.7 There is no financial commitment on the part of the **KALINGA UNIVERSITY, NAYA RAIPUR**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

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 **M.G.M'S COLLEGE OF ENGINEERING, NANDED**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **M.G.M'S COLLEGE OF ENGINEERING, NANDED**, 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

CLAUSE 5

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 Courts of **Raipur**.

AGREED:

For Kalinga University, Naya Raipur

Santhi
22/08/2019

REGISTRAR
KALINGA UNIVERSITY
KOTNI, NEAR MANTRALAYA,
RAIPUR (CHHATTISGARH)
Authorized Signatory

For **M.G.M'S COLLEGE OF
ENGINEERING, NANDED**



Authorized Signatory

Kalinga University, Naya Raipur	MGM's COLLEGE OF ENGINEERING, NANDED
Village Kotni, Near Mantralaya, Atal Nagar, Chhattisgarh 492101	Near Airport, off, Hingoli Road, Nanded 431605 Maharashtra
Contact Details:- 9850601703	Contact Details:- 9850455553
E-mails:- harsha.patil@kalingauniversity.ac.in	E-mails:- director@mgmcen.ac.in
Web:- www.kalingauniversity.ac.in	Web:-www.mgmcen.ac.in

Abhay G. Hirekhan
Witness 1: Mr. Abhay G. Hirekhan
Mobile :- 8087103889

Amey R. Khedikar
Witness 2: Mr. Amey R. Khedikar
Mobile :- 7709973201