

MEMORANDUM OF UNDERSTANDING (MOU)



BETWEEN

**Department Civil Engineering
Dr. D. Y. Patil Pratishthan's College of Engineering
Salokhenagar, Kolhapur. 416007**

&

**Prakruthi Institute of Environmental Studies,
93, 7th Cross Road, Lower Palace Orchards, Malleshwaram,
Bengaluru-56, Karnataka**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
INTERNSHIP, PLACEMENT, R&D SERVICES AND
RELATED ACTIVITIES.**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the **5th DAY June**–2022, by and between

Department Civil Engineering Dr. D. Y. Patil Pratishthan's College of Engineering Salokhenagar, Kolhapur. 416007, India represented herein by **Dr. Rashmi Jadhav**, Professor and HEAD, (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

Prakruthi Institute of Environmental Studies, 93, 7th Cross Road, Lower Palace Orchards, Malleshwaram, Bengaluru, Karnataka and represented herein by its President **Er. Ramesh Kumar B N**, here in after 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 here in after jointly referred to as “Parties” and individually as “Party”) as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Department Civil Engineering Dr. D. Y. Patil Pratishthan's College of Engineering Salokhenagar, Kolhapur. 416007.**
- 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, Internship, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) The Second Party is engaged in skill Development, Education and R&D Services in the fields of Civil-Environmental Engineering with special focus in the area of Sustainable Development and related fields

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 the 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. 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. The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the First Party.
- 1.3. The first party shall be providing the infrastructure and other facilities to conduct Conference, Seminars, Workshops, Training programs, Demonstration of new equipment etc.
- 1.4. The second party shall provide assistance in organizing field visits, training the students in various fields (including interdisciplinary/multidisciplinary), internships students projects, industrial visits and any other related programmes and also to conduct seminars/webinars, workshops, training programmes demonstrations etc. in the existing infrastructure.

CLAUSE 2: SCOPE OF THE MoU

- 2.1. 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. 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 meaning fully.
- 2.3. Industry and Institution interaction will give an insight to the latest developments / requirements of the industries; the Second Party to assist 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 / any such establishments for the hands-on training of the learners

enrolled with the First Party.

- 2.4. Both Parties have agreed to carry out the joint research activities in the fields of Civil-Environmental Engineering with special focus on sustainable development.
- 2.5. 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.
- 2.6. Second Party to extend the necessary support to deliver guest lectures, webinars and seminars to the students of the First Party on the technology trends and in house requirements.
- 2.7. Second Party to train the Faculties through Faculty Development Programs of First Party for imparting training as per the industrial requirements.
- 2.8. Both Parties to obtain all internal approvals, consents, permissions, and licenses of what so ever nature required for offering the Programmes on the terms specified herein.
- 2.9. *There is no financial commitment* on the part of the Civil Engineering Department of **Dr. Ambedkar Institute of Technology**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTERNSHIP

- 3.1. Internship Education is an academic concept designed to strengthen a student's learning experience by integrating on-campus studies with closely related work experience.
- 3.2. The period and itinerary of the internship to be engaged in by the student is to be agreed upon by both the Parties prior to the commencement of the internship.
- 3.3. The Second Party shall undertake the selection process from among the First Party recommended students in accordance with its policies and guidelines in the selection of the trainees for this purpose
- 3.4. The Second Party shall provide free relevant instruction, exposure, and training to the student, consistent with its policies, rules and regulations and with the established Internship Plan. It shall treat the student in a professional manner, and shall ensure that the student, in the course of training, shall not be exposed to any form of harassment / unethical practice or tasks and work assignments that are unreasonably risky, dangerous or unrelated to the purposes of the Internship Plan.
- 3.5. The Second Party is not obliged to employ the student upon completion of the training. The Second Party however, upon consultation with the First Party, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents

in support of their application.

CLAUSE 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, copyrights and designs) of the other Party.
- 4.2. Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.


CLAUSE 5: VALIDITY


- 5.1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 5.2. Any alteration, addition or modification in this MOU shall be in writing and signed by both the parties.
- 5.3. 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 6: RELATIONSHIP BETWEEN THE PARTIES

- 6.1. 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 anyway, 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.
- 6.2. 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 Bengaluru, Karnataka.


AGREED:


Dr. S. D. Mane,
Principal,
Dr. D. Y. Patil Pratishthan's College of
Engineering Salokhenagar, Kolhapur.
416007, Maharashtra.



Er. Ramesh Kumar B. N.,
Chairman,
Prakruthi Institute Of Environmental
Studies, Unit of Prakruthi Foundation (R),
93, 7th Cross Road, Lower Palace Orchard,
Bengaluru, Karnataka.

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Witness(es)


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