



Varun Kumar Pandey
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CHHATTISGARH

M 932319

**Memorandum of Understanding for Providing Joint Certification /
Certification Courses/Short-Long Term Training/Internship in the Field of
Mutual Interest and Expertise**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on **December 16, 2021** between

MSME Technology Centre, Durg main campus at Plot-2D, Sector-B, Borai Industrial Growth Centre at Rasmada, Dist- Durg (C.G.)-491001 (hereinafter referred to as MSME TC Durg and 'First Party', which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or permitted assignees, as the case may be).

AND

Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur (C.G.) herein by its **Registrar**, (hereinafter referred to as GGV Bilaspur and 'Second Party', which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

First Party **MSME Technology Centre Durg** is a Government of India Society under the Ministry of Micro, Small and Medium Enterprises (MSME). The

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Management of affairs of the Society rests with the Governing Council constituted by the Government of India. It has been established under world Bank assisted Technology Centre System Program (TCSP) to support industries specially MSMEs by :

- Providing access to advanced manufacturing technologies
- Skilling of manpower by offering opportunities for technical skill development / enhancement to the youth at varying levels ranging from school dropouts to post graduate engineers
- Providing technical and business advisory/consultancy support to MSMEs & Industries

MSME Technology Centre Durg currently offers its quality skill development trainings in the area of Tool Design, CAD/CAM/CAE, CNC Programming & Machining, Hydraulics & Pneumatics, Mechatronics, PLC, SCADA, VLSI, Embedded System, and Automation etc. Apart from this, MSME Technology Centre Durg shall soon offer services in Tool Design, Manufacturing & Engineering Consultancy to the various MSMEs & industries in the catchment area.

AND

Second Party **Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.)** is a Central University located in Bilaspur, Chhattisgarh, India. It is one of the largest and oldest institutions of higher education of Chhattisgarh, established under Central Universities Act 2009, No. 25 of 2009. Formerly called Guru Ghasidas University (GGU), established by an Act of the State Legislative Assembly, was formally inaugurated on June 16, 1983. There are number of undergraduate, post-graduate and Ph.D. programs in the University. The university comprises of 32 University Teaching Departments under 11 Schools of Studies (SoS). Engineering and Technology (E&T) is one of the School among these 11 Schools. The SoS, E&T, GGV is one of the leading technological institute in the state of Chhattisgarh, presently offering bachelor degree courses in Chemical Engineering, Civil Engineering, Computer Science and Engineering, Electronics & Communication Engineering, Information Technology, Industrial & Production Engineering and Mechanical Engineering branches. The school also offers facilities for post-graduation, Ph.D. and under takes R&D activities, provides testing, consultancy and other extension services including continuing education to the industry through the Industry Institute Interaction Cell. The school is also contributing to the rapidly growing technological knowledge and professional excellence by undertaking industrial consultancy and projects. The school is committed to the challenging task of development of technical education by preparing seasoned graduates in highly sophisticated field of Engineering and Technology.

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.

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1. Objectives of MoU

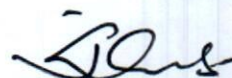
- 1.1 To develop skilled manpower in the specialised domain of Engineering, emerging technologies through conduction of certificate/short-long term training programmes for students, faculty and industry professionals.
- 1.2 To enhance the relationship between the two institutions through the promotion and development of collaborative research programs, academic and cultural exchange programs and other cooperative activities in areas of mutual interest and benefit.
- 1.3 To leverage the expertise of both the institutions to achieve scale and depth in the areas of operation.
- 1.4 To conduct collaborative research and joint academic programs, exchange of documentation, research materials, publications and information in fields of mutual interest.
- 1.5 To facilitate the awareness creation about new innovations/ emerging technologies in the sector and make it more accessible/ available for adoption by the MSMEs.
- 1.6 To impart industry-relevant skills to the manpower engaged in the industry at large.
- 1.7 To organize joint technical events or participate in the events being organized by the other institution in the capacity of technical partner.

2. Scope of MoU

The scope of this MoU shall be collaboration in the fields of skill development, research and consulting. This MoU outlines the broad areas of understanding between the institutions; specific understanding/ agreements could be drawn on a case-to-case basis whenever the need arises during the course of this MoU. The agreement shall be signed between the parties prior to the commencement of work on such cases in writing, defining the rights and responsibilities, time frame, financials, etc. pertaining to both the institutions. The scope broadly is outlined below:

- 2.1 To conduct joint programmes for technology transfer depending on the research and projects undertaken by the institutions.
- 2.2 To hold/conduct, whenever feasible, joint workshops, conferences, training courses within the areas of co-operation.
- 2.3 The concerned officials of both institutes will formulate Research & Development projects for joint work with due approval of both the participating institutions.
- 2.4 Technology transfer and imparting training and internship to staff, students and technical personnel within the areas of co-operation.

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- 2.5 Joint sponsored and consultancy projects could be undertaken, with both long term and short-term goals, keeping in view the interests and philosophies of the respective institutions.

3. Details of Programmes/Training/Certification

MSME Technology Centre, Durg and GGV, Bilaspur have jointly agreed for imparting education & training programmes in the field of Engineering & Emerging Technologies and offering related services in the approved premises of Institutions on mutually accepted terms and conditions based on approval of the competent authority.

4. Responsibility of GGV, Bilaspur

- 4.1 To provide expertise in designing and formulating the course structure and syllabus for mutually agreed on domains/technologies in consultation with the MSME Technology Centre Durg. This can be modified and finalised as per the needs of the programme based upon mutual consultation and agreement and the finalisation of the programme shall be done by a joint committee of MSME Technology Centre Durg and GGV Bilaspur.
- 4.2 GGV, Bilaspur shall mobilise and enrol students for such courses as per mutually agreed criteria and the number of students mentioned in the agreement.
- 4.3 The tuition and other fees/charges for these courses shall be prescribed by GGV Bilaspur from time to time with the concurrence of MSME Technology Centre Durg.
- 4.4 GGV Bilaspur shall be responsible to promote the certification/joint certification, short term, medium term, and long-term training programs.

5. Responsibility of MSME Technology Centre Durg

- 5.1 To jointly propose and engage in applied research or training programmes sponsored by funding agencies.
- 5.2 MSME Technology Centre, Durg to exchange information on teaching, learning material and other literature relevant to their educational & applied research programs.
- 5.3 Assess the technologies available with GGV Bilaspur and explore the possibility of commercialization of those technologies amongst the industry networks.
- 5.4 Facilitating interaction with the industry in case GGV, Bilaspur needs that as part of their projects.

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- 5.5 Customized courses/ training programs for students, faculty and industry professionals.
- 5.6 Provide internship to students of GGV, Bilaspur on mutually agreed terms and conditions.

6. Joint Responsibility

- 6.1 To decide on the number of programmes, curriculum, eligibility criteria, admission process, student intake in each course and fees to be charged from students etc.
- 6.2 To formulate the programme structure and syllabi of the courses to be taught in the said certification programmes and identify faculty from both institutions and industry as well for delivering the content of the programmes smoothly including the lab and project work. The delivery process shall be decided on mutual consultations for every batch.
- 6.3 Ensure direct interface with one another without involving any external agency or specialists.
- 6.4 Both the parties should work together to building up a long-term working relationship rather than associating for immediate benefits.
- 6.5 Both the parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligations agreed upon.

7. Sharing of Facilities

- 7.1 The two institutes agree to share their respective R&D facilities in order to promote academic and research interactions.
- 7.2 The two institutes agree to exchange software, other materials and components developed in house, if advisable within the framed rules governing the two institutes, subject to the conditions in article 10 below.
- 7.3 Accommodation facilities will be provided, subject to availability to faculty and research students by both the institutes as per the respective rules and regulations of the institutions and on preferable rates wherever feasible.

8. Joint Committee

- 8.1 A joint committee shall be formed consisting of members of MSME Technology Centre Durg and GGV Bilaspur. The programme coordinator shall be a member of the joint committee.

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8.2 GGV Bilaspur nominates the following members to be part of the joint committee

8.2.1 Name : Prof. T. V. Arjunan
Designation : Dean, School of Studies of Engineering & Technology
& Head of Mechanical Engineering
Email : arjun_nivi@yahoo.com
Tel. : +91-9894332446

8.2.2 Name : Dr. Ganesh Shukla
Designation: Assistant Professor, Department of Industrial &
Production Engineering, Co-ordinator Industry Institute
Interaction cell
Email : ganeshshukla2006@gmail.com
Tel.: +91-8889254445

8.3 MSME Technology Centre Durg, nominates the following members for the joint committee

8.3.1 Name: Mr. J K Mohanty
Designation: Senior Manager (Training)
Email : msmetcdurg@gmail.com
Tel.: +91-9438081475

8.3.2 Name: Mr. Abhinav Das
Designation: Manager (Mechanical)
Email: msmetcdurg@gmail.com
Tel.: +91-9030579747

9. Financial Aspects

9.1 The training programmes, workshop, and seminars can be conducted complying with all the stipulated requirements of the concerned schemes or sub-schemes under which the programs shall be conducted / organized.

9.2 Alternatively, the programs can be conducted on a self-sustainable basis. The fees shall be decided mutually which can be collected from the participants or sponsoring units.

9.3 Revenue Sharing if any, can be done based on mutual discussion and approval by the competent authority.

9.4 Commercial liabilities arising out of the specific joint activities will be agreed upon separately on case-to-case basis in writing along with terms of payments and deliverables subject to prior approval from the competent

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10. Confidentiality

- 10.1 Any confidential information received by either party, under and by virtue of this agreement, shall be maintained in the strictest confidence and trust.
- 10.2 Any information, software/ hardware material, product specifications, designs, financial, technical information, documents etc.; which is not in the public domain shall be deemed to be in the private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.
- 10.3 In the event, any of the parties become legally compelled to disclose any confidential information; such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such order or other relief cannot be obtained, the party is required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

11. Intellectual Property Rights (IPR)

The MoU will entail the development of ideas/projects by both organizations. The filing of a patent may be done jointly or individually, which shall be mutually discussed and decided on case-to-case basis.


12. Mutual Obligation

- 12.1 Each Party shall meet the expenses between them as mutually agreed terms on case to case basis.
- 12.2 Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trademark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.
- 12.3 Both Parties shall maintain confidentially about any information, course material, plan, discussion, strategies or any material, which shall be deemed to be confidential and marked accordingly. Any information, course material or like in the public domain shall not be part of this commitment.

13. Communication / Notice

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address. E-mail correspondence should not be taken as a substitute for any official signed hardcopy correspondence in all

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important documents such as but not limited to financial and performance-related documents.

Nodal Contacts :

Contact Person for MSME Technology Centre Durg:

Name : Mr. Ritesh Kumar Tandekar
Designation : Deputy General Manager
Email : dgm-tcdurg@dcmsme.gov.in
Contact : : 91-9900205674
Address : MSME Technology Centre Durg, Plot-2D,
Borai Industrial Growth Centre at Rasmada,
Durg (C.G.) - 491001

Contact Person for GGV Bilaspur:

Name : Dr. Ganesh Prasad Shukla
Designation : Assistant Professor,
Department of Industrial & Production Engineering,
Co-ordinator Industry Institute Interaction cell,
SoS, E&T, GGV Bilaspur
Email : ganeshshukla2006@gmail.com
Contact : : +91-8889254445
Address : Department of Industrial & Production Engineering,
School of Studies of Engineering & Technology
Guru Ghasidas Vishwavidyalaya,
Koni, Bilaspur, Chhattisgarh, 495009.

14. Force Majeure

Neither party shall be responsible or liable for any failure to perform any of the terms and conditions of the present agreement, due to unforeseen circumstances or causes beyond the reasonable control of either party, including but not limited to acts of god, war, riot, embargoes, acts of civil or military actions, fires, floods, accidents, terrorist activities, strike, quarantine, civil commotion, action of government in its sovereign capacity or shortage of transportation, facilities, fuel, energy, labour or materials. In the event of any such delays, the delivery date for a period equal of the time of such delay may be decided on the mutual understandable basis. If force majeure continues beyond six months, the parties will then decide the future course of action.

15. Effective Date and Duration of the MOU

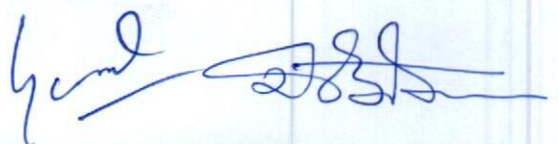
This MoU will be in force for a term of three years from the date of signing. Upon expiry of the Initial Term, this Agreement may be renewed with necessary modifications on mutually agreed terms and conditions in writing and signed by both the Parties for a

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period not exceeding three years at a time ("Renewal Terms"). Each Agreement will be for a cohort of students.

16. Termination of MoU

The MOU may be terminated by either party by giving written notice of one calendar month in advance to be issued through registered post/email/letter. The notice is to enable the parties hereto to assess the monetary impact and such other related factors impinging on the interests of both the parties by mutual consent Termination will be effective, subject to honouring of any financial/ academic / technical/ administrative and other commitments till the date and receipt of notice of termination.

17. Usage of Logo

All the parties hereby may agree to grant rights of usage of logo on one another's promotional material (brochure/ corporate presentation/ mailers/ proposals etc) based on explicit approval. The usage of the logo on the backdrop during an event etc will have to be approved by the respective parties.

18. Amendment

Amendment within the scope of the instrument shall be made by mutual consent of the parties, in writing, signed, and dated by all parties.

IN WITNESS WHEREOF, the aforementioned parties have affixed their signatures and seal on the date, month and year first above written.

AGREED:

For, MSME Technology Centre
Durg (C.G.)



Mr. R. K. Tandekar
Deputy General Manager

MSME Technology Centre, Plot-2D,
Sector-B, Borai Industrial Growth Centre
Rasmada, Dist- Durg (C.G.) - 491001

Contact Detail : +91-9438081475

E-mail : msmetcdurg@gmail.com

Web : www.msmetcdurg.org

For, Guru Ghasidas Vishwavidyalaya
Bilaspur (C.G.)



Prof. Shailendra Kumar
Registrar

Guru Ghasidas Vishwavidyalaya
Koni, Bilaspur (C.G.) - 495009

Contact Detail : +91-7752-260209

E-mail : registrar@ggu.ac.in

Web : www.ggu.ac.in

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Witness 1:



Mr. J. K. Mohanty
Senior Manager (Training)
MSME Technology Centre
Plot-2D, Sector-B, Borai Industrial Growth
Centre Rasmada, Dist- Durg (C.G.)

Witness 2 :

Mr. Abhinav Das
Manager (Mechanical)
MSME Technology Centre
Plot-2D, Sector-B, Borai Industrial Growth
Centre Rasmada, Dist- Durg (C.G.)

Witness 1:



Prof. T. V. Arjunan
Dean
School of Studies of Engg. and Tech.
Guru Ghasidas Vishwavidyalaya
Bilaspur (C.G.)

Witness 2:



Dr. Ganesh Prasad Shukla
Coordinator, III Cell
School of Studies of Engg. and Tech.
Guru Ghasidas Vishwavidyalaya
Bilaspur (C.G.)

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