



A. J. Institute of Engineering and Technology Mangaluru

Approved by AICTE New Delhi, Affiliated to VTU Belagavi & Recognised by Govt. of Karnataka
(A unit of Laxmi Memorial Education Trust (R))



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Memorandum of Understanding

Between

Department of Mechanical Engineering,

A J Institute of Engineering and Technology.

&

Vinayaka Engineering Works

Plot No.254, 8th A road, New Mangalore, Industrial Area,

Baikampady, Mangalore, Karnataka 575011

Ph: +91 824-2407939/29

For

Skill Development, Outcome based Training,

Placement, R&D Services & Related Services

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (Hereinafter called as the 'MoU') is entered into on this 21st day of January Two thousand and Twenty One (21/01/2021) by and between.

Dept. of Mechanical Engineering, A J Institute of Engineering and Technology, Kottara Chowki, Mangaluru; Ph: +91 824-2407939/29 (hereinafter referred as "First Party")

And

Vinayaka Engineering Works, Plot No.254, 8th A road, New Mangalore, Industrial Area, Baikampady, Mangalore, Karnataka 575011; (hereinafter referred as "Second Party")

(First party and Second Party are hereinafter jointly referred to as 'Parties' and individual as 'Party' as

WHEREAS

- A. First party is Higher Education Institution named **A J INSTITUTE OF ENGINEERING AND TECHNOLOGY, KOTTARA, MANGALURU.**
- 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 co-operate and focus their on co-operation within area of Skill Based Training, Education and Research.
- D. Both parties, being legal entities in themselves desire to sign the MOU for advancing their mutual interests.
- E. **Vinayaka Engineering Works**, the second party is engaged in steaming solutions for manufacturing, installations, repairs, and maintenance of all types of steam boilers, boiler components, and specialized in cashew processing machinery.
- F. **NOW THEREFORE, IN CONSIDERATION OF MUTUAL PROMISE SET FORTH IN THIS MoU ,THE PARTIES HERE TO AGREE AS FOLLOWS:**

CLAUSE I

CO-OPERATION

- 1.1** Both Parties are united by common interest and objective 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.
- 1.2** The general term of co-operation shall be governed by this MoU. The parties shall co-operate with each other and shall as promptly as is reasonably practical enter into all relevant agreements, deeds and documents (the 'Definitive Documents') may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents , this MoU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on this 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 the close co-operation between the two would be major benefit to the student community to enhance their skill 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 Industrial Training & Visits: Industry and institution interaction will give an insight in to 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 smooth transition from academic to working carrier. The second party will provide its labs / workshop. Industrial sites for the hands-on training of the learners enrolled with the first party.
- 2.4 Research and Development: Both parties have agreed to carry out the joint research activities in the fields of Product Development, Engineering Design and Analysis.
- 2.5 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
- 2.6 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
- 2.7 Both parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the programmes on the terms specified herein
- 2.8 There is no financial commitment on the part of the AJIET, 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 Noting contained in this MoU shall , by express grant , implication ,Estoppels 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 **Name of Industry**, the second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner or Name of Industry**, 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 relations 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 authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of MoU shall be resolved by arbitration between the Parties as per the Arbitration Act,

Agreed:

For


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