

# GOYAL COMPUTERS

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

RAJKIYA ENGINEERING COLLEGE, AMBEDKAR NAGAR

&

Goyal Computers

FOR

AGREEMENT UNDER THE NATIONAL  
SKILL QUALIFICATION FRAMEWORK

(NSQF) OF THE

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION



H.O.: 4TH FLOOR, KAILASH KALA, 9-A, SHAH NAJAF ROAD, HAZRATGANJ,  
LUCKNOW - 226 001 PH.: (0522) 4006723, 4076823 FACSIMILE : 91-0522-4076823  
B.O.: C-85, RAJENDRA NAGAR, NEAR POLICE CHOWKI, BAREILLY

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as the MOU) is entered into on this the 19th day of February Month, Year 2019 by and between.

Rajkiya Engineering College, Ambedkar Nagar, Pin code 224122 the first Party represented herein by its Institution - Industry Cell (hereafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject of context shall include its successors in-office, administrators and assigns).

AND

Goyal Computers, the Second Party, and represented herein by Sashi Kant Goyal , Director, (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's ).

WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) **Rajkiya Engineering College , Ambedkar Nagar.**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources on further mutual agreements, 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) Goyal Computers, 4th Floor, Kailash Kala, 9-A, Shah Najaf Road, Lucknow the Second Party is engaged in Business/Manufacturing/Skill Development/Education/R&D Services in the Fields of Industrial automation Products and related fields.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.



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 opportunities and shall share all information that may be relevant to section 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 Second 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 reasonable 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 Training Methodology: Second Party will give valuable inputs to the First Party in teaching/ training methodology so that the students fit into the industrial scenarios meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments/requirement 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 may provide us Labs/Workshops/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 develop certain work practices to any out the joint research activities in the fields of Industrial Automation Products.
- 2.5 Skill Development Programs: Second Party to train the students of First Party through mutually decided programs 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 lecturers to the students of the First Party on the technology trends and in house requirements, if requested.
- 2.7 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.
- 2.8 Placement of Trained Students: Second Party will engage to help the delivery of the training and placement of students of the First Party into internship jobs. The Second Party may absorb the trained students in their organization.
- 2.9 Both Parties to obtain all internal approvals, consents, Permissions and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.10 There is no financial commitment on the part of any parties to take up any programme 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 rule, interest, or incense in or to the intellectual property (including but not limited to know-how, inventions, patents, copy right 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 Goyal Computers 4<sup>th</sup> Floor, Kailash Kala, 9-A, Shah Najaf Road, Hazratganj Lucknow-226001 the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Goyal Computers , 4<sup>th</sup> Floor, Kailash Kala, 9-A, Shah Najaf Road, Hazratganj Lucknow-226001 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 of 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.

Rajkiya Engineering College, Ambedkar Nagar. First Party

Goyal Computers, 4<sup>th</sup> Floor, Kailash Kala, 9-A, Shah Najaf Road,  
Lucknow, 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 Ambedkar Nagar.

**AGREED:**

For Rajkiya Engineering College, Ambedkar Nagar. For Name of Company

Authorized Signatory

  
  
Authorized Signatory

Rajkiya Engineering College Ambedkar Nagar	Goyal Computer
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