



छत्तीसगढ़ CHHATTISGARH

M 935307

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on 11th October 2021, by and between

School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) herein by its Dean, (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

Jhajharia Nirman Limited, Jhajharia Mansion, Jagmal Block, Bilaspur Chhattisgarh herein by its General Manager, (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 Central University Institute named: School of Studies of Engineering and Technology, 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,

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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. The School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) 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. 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.

AND

Jhajharia Nirman Limited, Jhajharia Mansion, Jagmal Block, Bilaspur, Chhattisgarh, is one of the leading Civil Engineering companies in the nation, has its operation in over six states, which include Chhattisgarh, Madhya Pradesh, Maharashtra, Orissa, Delhi, and West Bengal. The company holds a turnover of over 500 crores, a work in hand value over 2000 crores, and a workforce in excess of a thousand, which collectively make it one of the most prestigious firms in the nation. In addition to its traditional role of main contractor, Jhajharia Nirman Limited play a leading role in the application of Latest software-based designs, new technologies, latest machineries etc. They have the experience and in-house facilities to undertake any traditional or turnkey project by whatever procurement method clients may require. All Jhajharia Nirman Limited projects showcase the best standards in architectural plans, design layouts and quality of construction. The diversity of our projects has been critical to our success. Not only has a leader in the area of construction of major buildings for our clients and portfolio of projects reflected all sectors of the building industry, like earthworks. Railway sidings, construction of major bridges, railway track works, supply of track ballast, transportation and infrastructure development in both the public and private sector. A large portion of Jhajharia Nirman Limited work is repeat business from satisfied clients like Railways, SAIL, CPWD, Rites, KSK MPCL, Mosebaer Power Ltd, Adani Power, RVNL Etc.

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. The Parties shall keep each other informed about the potential opportunities and shall share all relevant educational 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 both parties providing significant inputs to them in developing suitable teaching / skill enhancement systems, keeping in mind the needs of the industry.

CLAUSE 2 : SCOPE OF THE MoU

- 2.1 The budding technicians 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, without any prejudice to prevailing rules and regulations and without any disregard to any mechanism evolved and approved by the competent authorities of both parties. The areas of cooperation can be extended through mutual consent.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in the latest technologies used in their institutions and accordingly customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the emerging technology trends in civil engineering design, structural design, construction management, tooling, material testing and quality assurance and necessary traveling allowances & remuneration shall be paid by the first party as per rules.
- 2.4 **Faculty Development Programs:** Second Party to train the Faculties of First Party and vice versa as per the requirements. The mode of training will be in the form of conducting Seminar, Workshops and Guest lectures. The second party would also be providing exposure to the faculty members of the first party.
- 2.5 **Skill Enhancement/Placement Assistance of Students:** Second Party will actively engage in delivery of the training need of students of the First Party in order to bridge the skill gap and make them industry ready. The second party will also provide the necessary support and assistance into

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11/10/2021

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internships and placements of students of the first party. The second party will provide the skill training to the students of first party in the area of civil construction and mechanical maintenance area.

- 2.6 Both Parties to obtain all internal approvals, consents, permissions, of whatsoever nature required for offering the programs on the terms specified herein.
- 2.7 There is no financial commitment on the part of School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya, Bilaspur the first party to take up any program mentioned in the MoU. If there is any financial consideration, that will be dealt separately.
- 2.8 The skill training of the students will be organized in various areas as required the First Party for the better employment of the students. The training fees of the students to be decided and mutually agreed upon by the Dean of first party and the Director of the second party as per norms.
- 2.9 Students can undertake their project work at second part in the area of Civil Construction, Mechanical maintenance and the necessary expenditure toward raw material cost and machining cost shall be paid by the first party to the second party.

CLAUSE 3 : INTELLECTUAL PROPERTY

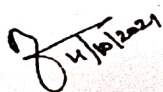
- 3.1 Nothing contained in this MoU shall, by express grant, implications, estoppels or otherwise, create in either party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other party.

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 **Jhajharia Nirman Limited, Bilaspur** 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** 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

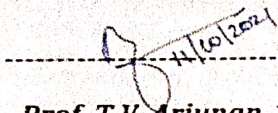
Second Party

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 Bilaspur District court.

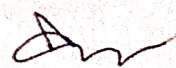
AGREED:

For School of Studies of Engineering and
Technology,
Guru Ghasidas Vishwavidyalaya,
Bilaspur, Chhattisgarh - 495009


For Jhajharia Nirman Limited,
Jhajharia Mansion, Jagmal Block,
Bilaspur, Chhattisgarh - 495001

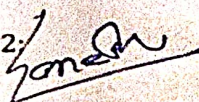

Prof. T.V. Arjunan
Dean

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Mr. Aby Mathew
General Manager

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Web: www.jhajharianirman.com

Witness 1: 
Dr. M.C. Rao

Witness 2: 

Witness 1: 

Witness 2: 

NO. 11 OCT 2021
SOLEMNLY AFFIRMED OR SWORN
BEFORE ME BY THE WITHIN NAMED
Signature/Thumb Impression


R. McDubey
Notary
Civil Dist. Bilaspur (C.G.)

