

Memorandum of Understanding

This Memorandum of Understanding entered into on 01/02/2024 at Hingoli, Maharashtra.

Between

S.G.G.S. Institute of Engineering & Technology, Nanded (hereafter referred to as SGGSI&T), imparting and offering educational courses having their campuses in Ro. Vishnupuri, Nanded Maharashtra - 431606 (INDIA) and being represented by its Director which expression shall unless repugnant to the context mean and include its successors and assigns of the ONE PART.

And

Centre for Research and Industrial Staff Performance, Bhopal (hereafter referred as CRISP), a registered Society having its registered office Opp. Manas Bhawan, Shyamla Hills, Bhopal, represented through the Managing Director which expression shall unless repugnant to the context mean and intrude its successors and assigns of the OTHER PART.

WHEREAS

The SGGSI&T has agreed to enter into an MOU with CRISP to organize and conduct various training courses to be taken up as Internship/Industrial/Vocational Trainings/Faculty Development Programmes/Training of Teachers for the students, faculties, industries, etc. On campus/Off campus.

AND WHEREAS

The parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties have, therefore, agreed now to include in writing these areas of consensus under this Memorandum of Understanding.

AND WHEREAS

CRISP, an autonomous organization of the Department of Technical Education & Skill Development, Government of Madhya Pradesh established under Indo - German Technical Cooperation Agreement is engaged in technical consulting & IT solutions and Training in job oriented advanced technology areas through tailor-made courses/general comprehensive programs of training as per needs of the other Party.

A. Objectives and Modes of Collaboration

1. The goal of this Memorandum of Understanding is to foster collaboration, and provide opportunity for professional, scholarly and academic interaction in matters relating to Technical, Managerial Training, Skill development, Capacity building, Vocational Education, Innovation, Incubation, Industrial research, and related areas, and to facilitate advancement of knowledge in these areas, based on reciprocity and mutual benefit. SGGSI&T and CRISP agree to explore the possibility of engaging in the following modes of collaboration as per mutually agreed terms and prevailing norms at both the institutions:
 - Holding collaborative programmes in the form of lectures, seminars, workshops, panel discussions, symposia, webinars, training programmes and the like in Technical, Managerial Training, Skill development, Capacity building, Vocational Education, Innovation, Incubation, Industrial research, and related areas.
 - Extending cooperation to each other in the areas of teaching, research, publication and other activities associated with Technical, Managerial Training, Skill development, Capacity building, Vocational Education, Innovation, Incubation, Industrial research, and related areas.
 - Publication of Proceedings of jointly-organized Seminars, Conferences, Workshops, Webinars, etc., as well as white papers, dossiers, policy documents and the like, on topical issues related to Technical, Managerial Training, Skill development, Capacity building, Vocational Education, Innovation, Incubation, Industrial research, and related areas.
 - Mutual sharing of infrastructure, resources and expertise in the organization of programmes and activities described above.

2. SGGSIE&T and CRISP, Bhopal agree that the following technical descriptions will guide each proposed activity identified and agreed upon by the two parties.

B. Collaboration for Research and Development

1. The Parties agree to investigate ways of identifying and inviting serving and retired civil servants, academicians, researchers, faculty members, and other competent persons from the other Parties to participate in ongoing training, research, or development of programmes of mutual interest as per agreed terms.
2. Further, the Parties agree to jointly identify and pursue opportunities for formulation and submission of new research project proposals or training programmes for possible funding by government and external agencies, if needed.
3. It is foreseen that when a member of either institution visits the other institution on invitation, or as part of such joint research project, or to organize a collaborative programme, such a visit will be subject to the regulations of the other Parties.
4. The Parties agree to involve the students of two Parties under apprentices/internships/research associates in various projects arising from time to time as per prevailing norms at both institutions.
5. The Parties also agree to launch of the joint online/offline/hybrid certificate programs on various topics as required from time to time, which can be on sharing model.
6. CRISP Bhopal may be associated with _____ as Registration Centre, Examination Centre and Work Centre for hands on training under PMKVY 4.0. The Parties may jointly develop counselling and trainer training programmes to facilitate students' enrolments, train the staff of the identified centres to handle the enrolments and counselling, and mentor the management of registrations as required in PMKVY 4.0. It will also provide self-learning material (SLM) in digital form, undertake the comprehensive evaluation and conduct term-end examinations for its own components, and issue certificates to successful learners as per the prevailing norms at both institutions.

C. Exchange of Human Resources

The Parties agree to explore ways of encouraging collaboration between researchers/faculty members from the two Parties. Specifically, the two Parties would identify appropriate researchers/faculty members as Principal Investigator(s)/Principal Co- Investigator(s) at their respective ends, and encourage members of their researchers/faculty to undertake short visits for lectures, facilitate research projects at either end, etc. The terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, would be worked out between the partner Parties. The resource sharing of the reading/training materials at library can also be accessed mutually among the parties as per existing norms at both the institutions.

D. Intellectual Property

SGGSIE&T and CRISP agree to respect each other's rights to Intellectual Property (IP). All background IP used in connection with this MoU shall remain the property of the Parties that introduces it. No license is granted to any Parties to use another Party's Background IP, unless specifically agreed to in writing. Further, the IP rights that arise as a result of any collaborative research or joint activity under this MoU would be subject to separate written agreement/s on the ownership and management of such IP. Each Parties agrees to respect the ownership of IP of the other Parties in all dealings, consistent with officially laid down IPR policies of the partner Parties.

No Party to this Memorandum shall use the name, logo, or any other designation of any of the other Parties in any manner including print media, social media, brochures, etc. without prior written consent.

E. Commercial

Applicable commercial terms as per the engagement for respective intervention/courses shall be finalized mutually by SGGSIE&T and CRISP, Bhopal.

F. Tenure and Termination

This MoU will take effect from the date it is signed by representatives of the two Parties. It will remain valid for a period of five (5) years. This MoU will be reviewed after

depending upon the requirements if any; Any extension to this MoU will be formally agreed to, in writing, by the Parties. Either Parties may terminate the MoU by giving written notice to the other Parties, **three (3) months** in advance. Once terminated, neither Parties will be responsible for any losses, financial or otherwise, which the other Parties may suffer. However, SGGsIE&T and CRISP, Bhopal will ensure that all activities in progress are allowed to be completed successfully.

G. Arbitration

Any issues that are not addressed or stipulated in the MoU shall be discussed and resolved through negotiation in good faith and such resolution will be incorporated as written amendments to the MoU by mutual agreement between two Parties.

No disputes are foreseen in the implementation of this MoU. The two Parties, however, agree that if any dispute arises between them, efforts will be made to settle the same as amicably as possible. If the dispute still remains unsettled, it will be referred for resolution bilaterally to Director, SGGsIE&T and Managing Director, CRISP, Bhopal. The decisions so arrived at shall be final and binding on the Parties.


E. Financial Implications

The Parties explicitly acknowledge and agree that this MoU does not involve any financial commitments, obligations, or implications for either Party. Each Party shall be responsible for its own costs and expenses incurred in relation to the activities outlined in this MoU.

Implementation Authority: On behalf of CRISP, the Managing Director and on behalf of SGGsIE&T the Director shall act as the implementing authorities, for operating the various provisions of this MoU on behalf of their respective organizations. All formal communications shall be exchanged only through the representatives nominated by each party.

In witness whereof the parties have signed this Memorandum of Understanding on the day, month and year first hereinabove written.


On behalf of SGGSI&T


Director
SGGSI&T


On behalf of CRISP


Managing Director
CRISP

Witness:



Witness:



01/02/2024

Date:

Date: