



CRISP

Memorandum of Understanding

Between

Centre for Research & Industrial Staff Performance (CRISP), Bhopal

and

Technocrats Institute of Technology (Excellence), Bhopal

This Memorandum of Understanding entered into on 12/01/2024 at Bhopal between Technocrats Institute of Technology (Excellence) in front of Hathaikeda Dam, Anand Nagar, Bhopal (hereafter referred to as TIT (E)), imparting and offering educational courses having their headquarters at Bhopal and being represented by its Director which expression shall unless repugnant to the context means 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 Opposite Manas Bhawan, Shyamla Hills, Bhopal, represented through the Director which expressions shall unless repugnant to the context mean and include its successors and assigns of the OTHER PART.

WHEREAS

TIT (E) has agreed to enter into an MoU with CRISP to recognize and conduct various industry/job-oriented courses to be taken up as Industrial/Major/Minor/Vocational Trainings/Faculty Development Programs for the students and faculty members of the various departments of TIT (E), on campus/off campus and offer expertise facilities and infrastructure as may be required by CRISP for various projects for design, analysis and execution as may be the case.

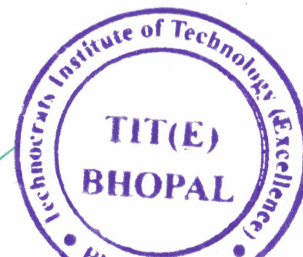
AND WHEREAS

CRISP an autonomous organization under 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 advanced technology areas through tailor-made courses/general comprehensive programmes of training as per needs of the other Party.

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.

Now this Memorandum of Understanding witnesses that:

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Objective:

The main objectives of the MoU between two Institutions are:

- To exchange of expertise for benefit of both the organizations.
- To impart mutually agreed programs of training to students and faculty members of TIT (E) in relevant field.
- To enhance knowledge, skills, attitudes and awareness among the students in their respective fields of specialization.
- To support students in the development of their Projects.
- To organize skill development courses in specified areas of Advanced Technology and Management Skills.
- To share laboratories for development of innovative projects.
- To facilitate BTech, MTech., MCA & MBA Projects/ dissertation work under joint guidance of the TIT (E) faculty members and experts from CRISP.
- To involve students of TIT (E) in the relevant R&D activities with an aim to transform these graduating and post graduating professionals who are usefully employable by the industry.
- To involve experts from CRISP in identifying specific training needs for students of TIT (E) and designing the modules for corresponding value-added courses in order to bridge the technological gap between industrial requirement and university curriculum.
- To organize Workshops, conferences, FDPs, Seminars and Symposia with joint participation.
- To arrange students' visits to CRISP Bhopal.

Scope of Agreement:

With a view to achieve the objectives set forth in the preceding paragraphs, both parties agree to discharge responsibilities meeting the above objectives.

Implementation Authority: On behalf of CRISP, the Director and on behalf of TIT (E) the Head of Institution (Director) or representative nominated by the Head of Institution shall act as the implementing authority, for operating the various provisions of this MoU on behalf of their respective organizations. All formal communications will be exchanged only through the nominated representatives.

General Terms Agreement:

- Both the parties agree that no action/ failure on the part of either party to in act relation to the above MoU will give rise to serve as the basis for any claim, obligation or liability on either side.
- The courses offered by CRISP could vary or strengthened/ amended from time to time as mutually agreed and new courses could be added in consultations between the two parties.

Validity of this MoU:

This MoU is valid initially for a period of **3 years** starting from the date of signing and can be renewed for a further period on mutually acceptable terms & conditions. This MoU can be terminated on either side by giving a **notice of three months** in writing to the other party. This MoU shall also stand terminated if either of the parties is declared as insolvent by a court of competent jurisdiction. Any termination as per this clause shall not affect the antecedent

liabilities of the two parties prior to the termination.

Confidentiality:

In the course of fulfilling the mutual responsibilities under this MoU, there will be a sharing of information of confidential nature. Both parties hereby agree to maintain such information relating to methods, trade secrets, ideas, products, services, processes, techniques and other proprietary information in strict confidence and not divulge such aspects in any manner to any other party besides the top Management.

Notices:

All notices and communications concerning this MoU shall be sent to the respective addresses of the parties as above.

Assignments:

Neither party shall assign any or all their rights and obligations under this MoU without the prior written consent of the other.

Amendments:

Any amendments to this MoU shall be in writing and duly signed by both the parties.

Ownership:

Intellectual property rights, titles of ownership of any products, proprietary information or technology shall not be transferred from one to another on account of use of the same as part of any work under this MoU and shall always remain with the original owner of the same.

Cost:

Both the parties shall bear their respective costs arising out of performance of their obligations under this MoU.

Resolution of Disputes:

Any dispute (s) arising out of or in connection with this MoU shall be resolved amicably between the authorized representatives of both the parties failing which such dispute(s) shall be addressed to a mutually agreed arbitrator whose decision will be final and binding on both the parties.

Commitments:

TIT (E) or CRISP shall make commitments of binding the other party in any manner with any customer only with prior written consent of the other party,

Force Majeure:

Neither TIT (E) nor CRISP shall be liable for non-performance of any or all their obligations under this MoU due to reasons of "Force Majeure" and / or reasons beyond their reasonable control.

Integration:

This MoU contains the entire understanding between the two parties and supersedes any

prior written or oral-MoUs between them.

Waiver:

No failure or delay on the part of either party in exercise of any right or privilege hereunder shall operate as a waiver thereof or on the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude the other or further exercise thereof in respect of any other right or privilege.

Severability:

If any provision of this MoU is held to be ineffective, unenforceable of illegal or any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

Non-Solicitation:

During the terms of this MoU or its termination, neither party shall, without the prior written consent of the other party, canvass or solicit for direct or indirect employment of any employee of each other or proceed with any application by or on behalf of that employee for direct or indirect employment. Neither party shall procure any third party to do any of the aforesaid acts.

Both the parties shall exchange between themselves the information as and when required, by any one or both Viz. PAN Details, Service Tax details etc.

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

For and on behalf of TIT (E)

K.K. Dwivedi
12/2/24

Dr. K.K. Dwivedi

Director
Director

Technocrats Institute of Technology
(Excellence)
Anand Nagar, Bhopal

For and on behalf of CRISP

Amol Vaidya

Amol Vaidya
Director

