

CRITERION-VI
**“GOVERNANCE,
LEADERSHIP AND
MANAGEMENT”**

6.2.1

**Perspective/Strategic plan and
Deployment documents are available
in the institution**

One of the Strategic initiatives of our Institute was to promote research and innovation work to attain this strategic objective ICEEM has successfully signed MOU with RUSA research Centre of Dr. Babasaheb Ambedkar Marathwada University

1. Purpose

This Memorandum of Understanding (MOU) serves as a written understanding of agreed upon Directors between RUSA-CAST, Dr. BAMU and ICEEM, Waluj, Aurangabad concerning a set of general research objectives.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this MOU.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties before work on any of the projects can commence.

2. Objectives, Scope and Major Activities

Both institutions agree to encourage the development of the following types of activities:

- Visits and informal exchanges of faculty, researchers and administrators in specific areas of research.
- Explore the possibilities for developing joint research programs and collaborations.

- Explore ways to cooperate in researcher education and training.
- Organize joint conferences, symposia, or other scientific meetings on subjects of mutual interest.
- Pursue avenues for undergraduate student exchange during the academic year or summer terms.
- Other exchange and cooperation programs to which both parties agree.

3. Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, spaces and other resources. Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two institutions. It is further expected that both parties will be compliant with all applicable state and federal laws and regulations and university policies.

4. Duration and Option to Amend, Extend or Terminate

This MOU will become effective when signed by both parties. This agreement will remain in effect for five years from the signature date, below and may be renewed or amended by mutual agreement of the parties. The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party.

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**‘DEEN DAYAL UPADHYAY KAUSHAL KENDRA (DDU-KK)
Dr. BABASAHEB AMBEDKAR MARATWADA UNIVERSITY,
AURANGABAD’**

&

**‘INTERNATIONAL CENTRE OF EXCELLENCE IN
ENGINEERING AND MANAGEMENT (ICEEM),
WALUJ, AURANGABAD’**

FOR

**‘SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES’**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MOU') is entered into on this the 28th of March Two Thousand and Eighteen (28/03/2018), between

- **DEEN DAYAL UPADHYAY KAUSHAL KENRDRA (DDU-KK)**, Dr. Babasaheb Ambedkar Marathwada University, the First Party represented herein by its DIRECTOR (hereinafter referred as 'First Party', which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

- **International Centre of Excellence in Engineering and Management**, Waluj, Aurangabad, the Second Party, and represented herein by its DIRECTOR (hereinafter referred to as "Second Party", 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')

WHEREAS:

- A) Deen Dayal Upadhyay Kaushal Kendra (DDU-KK), Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, the First Party is premier institute engaged in Vocational Education, Skill Development, and R&D Services in the fields of Industrial Automation, Automobile Technology and related fields.
- 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 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) Second Party is a Technical Educational Institution named:

**International Centre of Excellence in Engineering and Management
(ICEEM), Waluj, Aurangabad**

**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 and its related wings. The Parties shall keep each other informed of potential opportunities and shall share 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 / training systems, keeping in mind the needs of the Both Parties.
- 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

reasonably 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 students of Bachelor of Engineering (Electronics and Telecommunication, Computer Science and Mechanical Engineering) from the institution could play a key role at DDU-KK 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 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 skill development for industrial scenario meaningfully.
- 2.3 **Training & Visits:** DDU-KK 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 workshops/ laboratories as orientation or one day workshop sessions
The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party, if required, on regular basis against prescribed charges that will be fixed after discussion between first and second party.

2.4 Both Parties have agreed to carry out the joint research activities in **Research and Development:** the fields of Skilled Education.

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.

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, if required, on regular basis against prescribed charges that will be fixed after discussion between first and second party.

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, against prescribed charges that will be fixed after discussion between first and second party.

2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

2.7 There is no financial commitment on the part of the Parties. If there is any financial consideration, it will be dealt separately.

2.8 All the activity related to this MOU will be co-ordinated by Dr. Prasanta Ghosh from ICEEM and Dr. Kunal Datta from DDU-KK.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing 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 Deen Dayal Upadhyay Kaushal Kendra (DDU-KK), 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. 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 Aurangabad.

AGREED

For
ICEEM College

For
**Deen Dayal Upadhyay
Kaushal Kendra**

Authorized Signatory

Authorized Signatory

**International Centre of
Excellence in Engineering and
Management**

Waluj, Aurangabad
Contact Details : 0240-
2558101-10
E-mail:
director@iceemabad.com
Website: www.iceemabad.com

**Deen Dayal Upadhyay Kaushal
Kendra**

Dr. Babasaheb Ambedkar
Marathwada University, Aurangabad
Contact Details: 0240 2403266 (Ext.
26), 2100891, 2403386 Fax No.
0240 2403113
E-mail: d dukk@bamu.ac.in /
direrectorcvet@gmail.com

Website:
[http://bamu.ac.in/default.aspx?alias=
www.bamu.ac.in/d dukk](http://bamu.ac.in/default.aspx?alias=www.bamu.ac.in/d dukk)

Prof. Dilip Gour
Director, ICEEM,
Aurangabad (MS), India

Prof. Dr. Mahendra Shirsat
Director, DDU-KK,
Dr. B.A.M. University, Aurangabad
(MS), India

Dr. Prasanta Ghosh
Co-Ordinator, ICEEM

Dr. Kunal Datta
Co-Ordinator, DDU-KK