

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on Day, 15/09/2021 Between

Rajkiya Engineering College Banda, an Engineering College run by (hereinafter referred to as "**Rajkiya Engineering College Banda**"), which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on **FIRST PARTY**

And

C-Core India Technosolution Pvt Ltd, a Company duly organized and existing under the laws of India (hereafter referred to as "**C-Core India Technosolution Pvt Ltd**"), which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on **SECOND PARTY**

AND WHEREAS, "**Rajkiya Engineering College Banda**" is among the noteworthy academic institutes of Banda offering various program in Engineering.

AND WHEREAS, **C-Core India Technosolution Pvt Ltd**, is a registered company, AND WHERE both "**Rajkiya Engineering College Banda**" and **C-Core India Technosolution Pvt Ltd** are desirous of associating with each other to expertise students **Rajkiya Engineering College Banda** will also help in conducting Expert Lectures/Seminars/Workshops/Internship/Industrial Visits/Consultancy (keep appropriate) as an addition to **Rajkiya Engineering College Banda** curriculum in co-ordination **Rajkiya Engineering College Banda** Faculties & HoD.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **Rajkiya Engineering College Banda** and **C-Core India Technosolution Pvt Ltd** as under.

Definitions and Interpretation

"MOU" shall mean this Memorandum of Understanding executed between **Rajkiya Engineering College Banda** and **C-Core India Technosolution Pvt Ltd** on 15/09/2021.

"Party" or "Parties" shall mean **Rajkiya Engineering College Banda** and **C-Core India Technosolution Pvt Ltd** individually and collectively as the context may require;

The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.

Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to

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'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 Focus Area

(You can keep, define, add and delete the appropriate issue of MoU) e.g.

Student Internship

Expert Lectures

Industrial Visits

Engineering Consultancy

Cost to all such Activities, Trainings, Industrial Lectures & Site visits 2.5(if mutually arranged) to be borne by _____ (Name of Party)

Responsibility Structure

Rajkiya Engineering College Banda shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures. Also the labs and other research equipment available in the lab.

C-Core India Technosolution Pvt Ltd shall be responsible for arrangements & co-ordination for supply of Industry Expertise, Design training programe, Process of necessary Appointments with Industries for Industry Internship Program, Expert Lectures as well as Visits in co- ordination with staff & HoD of **Rajkiya Engineering College Banda**.

Rajkiya Engineering College Banda shall create awareness amongst its students for promotion of the activity especially Internship Program.

Any correspondence for Internship will be done through the prior permission of the college authorities taking college authorities in loop.
In case of any paid Internship prior permission from **FIRST PARTY** should be taken by **SECOND PARTY**.

4.0 Certification

4.1. Upon completion of the Internship, **C-Core India Technosolution Pvt Ltd & Rajkiya Engineering College Banda** will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified with completion certificate.

5.0 Relationship

This MOU relates solely to the intention of the parties, wherein **Rajkiya Engineering College Banda** and **C-Core India Technosolution Pvt Ltd** jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or

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C-CORE INDIA TECHNOSOLUTION PRIVATE LIMITED**THE CORE OF INFORMATION TECHNOLOGY****6.0 Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

Confidential and Proprietary Information

"Confidential Information" shall mean all information, including the material and licenses or other information if any so given **Rajkiya Engineering College Banda**, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **C-Core India Technosolution Pvt Ltd** and disclosed by **C-Core India Technosolution Pvt Ltd** to **Rajkiya Engineering College Banda**, or its faculty which is related to **C-Core India Technosolution Pvt Ltd** information such as course material, training data, guidance notes, procedures, methodology, etc.

Rajkiya Engineering College Banda shall hold in trust and confidence for **C-Core India Technosolution Pvt Ltd** all confidential information provided by **C-Core India Technosolution Pvt Ltd** and **Rajkiya Engineering College Banda**, shall not disclose to any person or use such information for any purpose other than defined in this MOU. **Rajkiya Engineering College Banda** shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from **C-Core India Technosolution Pvt Ltd** and shall return/destroy all such information at the termination of the contract. By disclosing this information to **Rajkiya Engineering College Banda**, **C-Core India Technosolution Pvt Ltd** does not grant any expressed, implied or other license or right to **Rajkiya Engineering College Banda** to propagate the information. **C-Core India Technosolution Pvt Ltd** hereby grants to **Rajkiya Engineering College Banda** an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the **Rajkiya Engineering College Banda** students.

Rajkiya Engineering College Banda shall not disclose **C-Core India Technosolution Pvt Ltd** confidential information without first obtaining written consent from **C-Core India Technosolution Pvt Ltd**.

Rajkiya Engineering College Banda shall disclose **C-Core India Technosolution Pvt Ltd** confidential information only to **Rajkiya Engineering College Banda** employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and

Rajkiya Engineering College Banda obligations hereunder. **Rajkiya Engineering College Banda** shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **Rajkiya Engineering College Banda** shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **C-Core India Technosolution Pvt Ltd**. In the event of any loss, **Rajkiya Engineering College Banda** shall notify **C-Core India Technosolution Pvt Ltd** immediately.



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8.0 Termination

3 years from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party. This MoU is valid till 15th September 2024

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

Arbitration

All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **Rajkiya Engineering College Banda** and Partner, **C-Core India Technosolution Pvt Ltd** or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

13.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 15 September 2021

(CIN/MCA): U72900UP2015TC075186

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A. J. Gantam

For C-Core India Technosolution Pvt Ltd

Ashutosh

कुलसचिव

राजकीय इंजीनियरिंग कॉलेज

बान्दा (उ.प्र.)
Rajkiya Engineering College Banda

[Signature]

Incharge
Traming & Placement Cell
Rajkiya Engineering College
Banda (U.P.)