



मध्य प्रदेश MADHYA PRADESH

BR 370886

MEMORANDUM OF UNDERSTANDING (MoU)

29/9/2021

BETWEEN

12th SEP 2021

School of Energy and Environmental Studies,
Devi Ahilya Vishwavidyalaya, Takshashila Campus,
Khandwa Road Indore-452001 (M.P.)

&

Manish Shah and Associates,
E- 2403 Sudama Nagar, Near FoothiKothi,
Indore-45209 (M.P.)

Mahesh Jaiswal
NOTARY
Distt INDORE (M.P.) INDIA



Head

School of Energy & Environmental Studies
Devi Ahilya Vishwavidyalaya
(Khandwa Road) Campus Indore - 45200

7586

17 SEP 2021

Mahesh Jaiswal
NOTARY
Dist. INDORE (M.P.) INDIA

~~शाखायण~~
~~रिचय वत रावराव~~

मलोनी जायशवाल
स्थापक वेंचर
फरदेभीपुरा, इन्दौर

BETWEEN

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School of Energy & Environmental Studies
Devi Ahilya Vishwavidyalaya
(Khandwa Road) - Amravati - 431 002



MEMORANDUM OF UNDERSTANDING

29/09/2021

21 SEP 2021

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered on 21th day of September 2021.

BETWEEN

School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya, Takshashila Campus, Khandwa Road, Indore (MP) – 452001 represented herein by its Dr. Ram Narayan Singh (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).

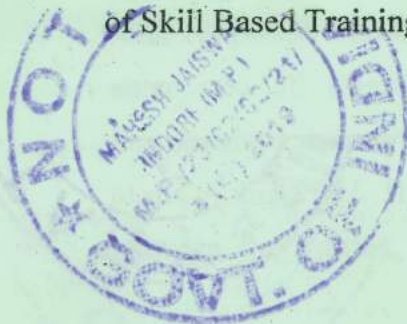
AND

Manish Shah and Associates, E-2403 Sudama Nagar, Near Foothi, Indore 452009, Madhya Pradesh, and represented herein by its Proprietor & Head, Er. Manish Shah Competent Authority / Representative, (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')

WHEREAS:

- A) First Party is a Higher Educational Institution named: **School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya, Indore**
- 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.



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- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- E) **Manish Shah and Associates**, the Second Party is engaged in Business, Industrial & Electrical Audits, Energy Audit, Environmental Audit, Technological Consultant in Field of Civil, Electrical & Mechanical Engineering, Sustainable Assessment, Skill Development, Education and R&D Services in the fields of Renewable Energy *and* related fields, A Class Electrical Contractor.
- F) **Manish Shah and Associates** is promoted by Er. Manish Shah, E 2403 Sudama Nagar Indore- 452009, Madhya Pradesh, India

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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 all 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 First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 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

Mahesh Jaiswal
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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 budding graduates 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.
- 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 industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of solar Energy Thermal.
- 2.6 **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



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industry ready.

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- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **Name of institution**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

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 **Manish Shah and Associates**, 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** or **Name of Industry**, 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.

4/9/21

Manish Shah And Associates
INDORE

Mahesh Jaiswal
NOTARY
Distr INDORE (M.P.) INDIA


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School of Energy & Environmental Studies
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In the event of Termination, both parties have to discharge their obligations

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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 Courts of **Indore**.



Mahesh Jaiswal
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21 SEP 2021

AGREED:

For Name of Institution

For Name of Industry

BAW
Head

MR. Sumy

School of Energy & Environmental Studies
Devi Ahilya Vishwavidyalaya
(Khandwa Road) Campus Indore - 452001

Authorized Signatory



School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya	Manish Shah and Associates
Address: Takshashila Campus, Khandwa Road, Indore (MP) - 452001	Address: E- 2403 Sudama Nagar Indore- 452009, Madhya Pradesh, India
Contact Details: 9893660149	Contact Details: 9752284244, 07313595114
E-mails: rnsingh.seema@gmail.com	E-mails: manishshahnassociates@gmail.com
Web: sees.dauniv.ac.in	Web: manishshahnassociates.com

Witness1: *Smaksh*
mahesh Jaisli

Witness2: *[Signature]*
vincenta Parmar

Witness3: *[Signature]*
Rajmcharan Kulkarni

Witness4: *[Signature]*
(Pradeep Yadav)

Witness/गवाह

Name... *Rajendra Yadav*
S/o D/o *Mr. Narayan Yadav*
Address... *g. Chandrabhaga*
Juni Indore



Mahesh Jaiswal
NOTARY
Distt INDORE (M.P.) INDIA



BAW
Head

School of Energy & Environmental Studies
Devi Ahilya Vishwavidyalaya
(Khandwa Road) Campus Indore - 452001