# MEMORANDUM OF UNDERSTANDING (MoU)

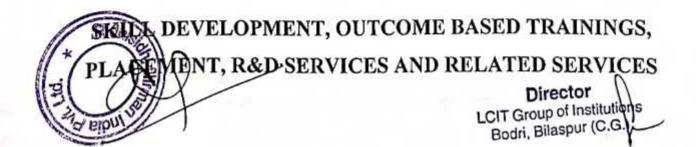
#### BETWEEN

## LCIT GROUP OF INSTITUIONS

&

RidhiSidhi Nirman India Pvt. Ltd.

FOR



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29 - October-2021, by and between

LCIT GROUP OF INSTITUTION, THE FIRST PARTY REPRESENTED herein by its Director LCIT Group of Institutions (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

RIDHISIDHI NIRMAN PRIVATE LIMITED, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, Er. A. K, Singh, (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') as

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) LCIT GROUP OF INSTITUTIONS
- 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.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) RIDHISIDHI NIRMAN PRIVATE LIMITED, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of -Civil, Electrical and Mechanical Services and relatedfields

RidhiSidhi Nirman Pvt. Ltd. the Second Party is promoted by Mr. A.K.SINGH Address-Sirgitti Industrial Area, Sector-2, bllaspur (Chhattisgarh)

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH
N THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:
Director

LCIT Group of Institutions Bodri, Bilaspur (C.G.)

### 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 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 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 group companies and also involve in Industrial Training Programs for the First Party. The industrial training and expected provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from acade nic to working cateer. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

LCIT Group of Institutions Bodri, Bilaspur (

- Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of RIDHISIDHI NIRMAN PRIVATE LIMITED, CIVIL, ELECTRICAL AND MECHANICAL FIELD.
- 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.
- 2.6 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.
- 2.7 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.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least .....% of the students. The Second Party will itself absorb at least ———— percentage of the trained students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the LCIT GROUP OF INSTITUTIONS, the First Party to take up any programme 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, Estoppel 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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period RidhiSidhi Nirman Pvt. Ltd., the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of RidhiSidhi Nirman Pvt. Ltd., the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in Williams in the event of Termination, both parties have to discharge their obligations.

4.2

## 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 Bilapsur.

AGREED:

For LCIT Group of Instituions

Authorized Signator

1 21T Group of Institutions

hi Nirman Pvt. Ltd.

Authorized Signatory

LCIT Group of Instituions	RidhiSidhi Nirman Pvt. Ltd.		
Raipur Road, Bodari Bilaspur (C.G.)	Sector2, Sirgitti Industrial Area, Bilaspur		
9522220113,9179080005	7024491978,7898332139		
Lcit.bsp@gmail.com	Acc.india@gmail.com		
www.lcit.edu.in	Web		

Witness 1: \$

Witness 2:

Witness 3:

Witness 4:

# MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MoU) is drafted, agreed and executed at Korba, Chhattisgarh on Friday, 15th Day of January 2021 between;

A. Central Institute of Petrochemicals Engineering & Technology (CIPET) Korba, represented by "Director & Head" having its office situated at "CIPET-Korba", Education Hub, Syahimudi, P.O. Jamnipali via Gopalpur, Korba - 495450 (C.G.), (hereinafter called 'CIPET-Korba', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.,

And

B. Laxmi Cand Institute of Technology (LCIT), represented by "Director" having its registered office at, Bodri, Near High Court, Raipur Road, Bilaspur - 495220, Chhattisgarh, (hereinafter called the 'LCIT, Bilaspur' which expression unless repugnant to the context shall mean and include its successors-in- interest assigns etc.) of the Second Part.

The above parties are hereby agreed upon to collaborate for providing Short-Term Training Programmes to "LCIT, Bilaspur" students as per the mutually agreed curriculum by "CIPET-Korba".

WHEREAS "LCIT, Bilaspur" is a renowned institute for providing Diploma, Post Graduate-Diploma, Bachelors & Masters in the various fields like, Engineering, Pharma, Law, Science, Commerce and Computers, and "CIPET-Korba" is well known national premier institute for providing various skill development short- and long-term training programmes to the Degree/ Diploma (Mechanical/Civil/Automobile/Mining Engineering) students apart from its regular Degree/ Diploma Programmes.

The above parties and agreed up on the following Terms & Conditions: -

1. Course Details: The Programmes contents and fee structure are as follows.

SR.	Course Title	Course fee	Duration	Eligibility
01	CAD Using AutoCAD (Online Mode)	Rs. 1500.00 (GST Extra)	, 40 Hours (2 Hrs./ day)	10+2 Students, ITI, Degree/ Diploma in Mechanical, Production, Civil, Automobile, Electrical & relevant fields
02	CAD Using CATIA CAD Using CREO CAD Using NX 12 (Online Mode)	Rs. 3,000.00 (GST Extra)	100 Hours (2 Hrs./ day)	Degree/ Diploma in Mechanical, Production, Civil, Automobile, Electrical & relevant fields

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- Course Duration of the training of AutoCAD course is 40 Hours, CAD using CATIA, CREO & NX-12 courses are 100 Hours each.
- Training Batch Size: "LCIT, Bilaspur" will be responsible to arrange the students and create a Training Batch. The list of students along with their database will be sent to CIPET Korba for starting the training Programme.
- Mode of Service: The Mode of services to provide training will be "Online" for the
  mutually agreed courses/ curriculum. To provide Online classes the lab infrastructure
  will be utilize as below;
  - a. For Trainer: The Trainer will be utilized the faculties available of CIPET-Korba.
  - b. For Students/ Participants: The participants may be used their own facility to take proper classes as provided by CIPET Korba or the lab facility will be provided by the "LCIT, Bilaspur".
- 5. Paymen't: CIPET will offer Training to the students of "LCIT, Bilaspur" and the cost of Training shall be borne by "LCIT, Bilaspur".
  - a. Basic Cost will be as follows:
    - i. Rs. 1500/- each Students for Auto CAD
    - Rs 3000/- each Student for CATIA, CREO and NX-12.
  - b. Taxes will be extra as applicable.
  - c. Certificate charges are inclusive.
  - d. Advance: 50% of order value will be provided on basis of Performa Invoice and balance 50% payment on the completion of training period or before issuance of the certificate.
  - e. Credit Period: Credit period will be 15-20 Days from invoice date.
- 6. Mode of Payment: The payment shall be in the form of online mode/DD/Cheque in favor of CIPET Korba, the bank accounts details are as under;

a. Account Holders Name : CIPET Korba

b. Bank Details : SBI, HTPS Vidyut Nagar, Darri, Korba (C.G.)

c. Bank Account No. : 38014-099322 (Current)

d. IFS Code :SBIN0007454

- Course Materials: The course materials will be provided by "CIPET-Korba" to the enrolled (registered) students of LCIT, Bilaspur.
- 8. Copyright: "CIPET Korba" will design and developed Training and Exercise Materials in respect to the agreed courses under this Training Schedule/ Curriculum and will be provided to the "LCIT, Bilaspur" to make available to the students. "LCIT, Bilaspur" has also agreed hereunder that all training and exercise materials developed pursuant to this (MoU) will be solely owned by "CIPET- Korba" which shall have all the control or ownership in any form or manner whatsoever in the title, copyright or other proprietary rights to the materials, products, methodologies & deliverables developed by its employees/ consultants pursuant to this MoU.
- Advertisement/ Publicity: Each college agrees not to issue press releases or public announcements concerning to the terms of this "MOU" without the prior written approval of the other party.

- 10.Validity: This agreement is valid for a period of one year from 15/01/2021 to 14/01/2022. Unless otherwise renewed, the agreement stands expired automatically on completion of the above period.
- 11.Cancellation of Order: The Order can only be cancelled before the commencement of the classes with prior notice and mutual agreement from both sides.
- 12.Amendments: This MoU can be amended by the mutual consultation of both the parties within the permissible limits of both the client and customer Administrations.
- 13.Jurisdiction: The jurisdiction for the Memorandum of Understanding (MoU) is within the jurisdiction of Korba. Chhattisgarh.
- 14.Conclusion: For any dispute arising out of this MOU between the two parties, the disputes shall be resolved amicably by mutual discussion.

In witness whereof both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Korba, Chhattisgarh in the presence of the witness.

For and on behalf of the "CIPET, Korba"

Director & Head

CIPET- Korba

Education Hub, Syahimudi,

Jamnipali, Korba – 495450 (C.G.)

Witness,

Sign

Land On behalf of the "LCIT, Bilaspur"

Director

LCIT Bilaspur

Rear High Court Raipur Road,

Bilaspur-495220, (C.G.)

Witness,

Sign

Land On behalf of the "LCIT, Bilaspur"

Director

LCIT Bilaspur

Rear High Court Raipur Road,

Bilaspur-495220, (C.G.)

Witness

Sign

Land On behalf of the "LCIT, Bilaspur"

Director

Director

LCIT Bilaspur

Rear High Court Raipur Road,

Bilaspur-495220, (C.G.)