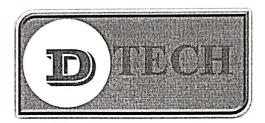
# **MOU** BETWEEN

D TECH



&

# RAMGARH ENGINEERING COLLEGE



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on the 07.05.2024

By and Between

D TECH having its office at Office No-4, THE PRIDE APARTMENT, LANE NO. 1

JAYPRAKASH NAGAR, BEHIND LIC BUILDING, NEAR BUS STAND, DHANBAD,

JHARKHAND 826001. (Hereinafter referred as "CAD DESK, DHANBAD" for the sake of brevity).

Which expression shall mean and include its successors and assigns.

#### And

Ramgarh Engineering College having its campus at Murbanda P.O - Barkipona,

P.S - Rajarappa Project, Dist - Ramgarh, Jharkhand PIN - 825101 and represented

by its <u>(Principal) Dr. Sharbani Roy</u>, Which expression shall mean and include its successors in office and assigns.

"RAMGARH ENGINEERING COLLEGE" and "D TECH" are hereinafter, wherever the context so admits, collectively referred to as the "Parties" and individually as a "Party".

The purpose of MOU is to establish an understanding of mutual cooperation between "RAMGARH ENGINEERING COLLEGE" and "D TECH", providing a common platform for promoting Computer-Aided Design (CAD), Computer Aided Engineering (CAE), Computer Aided Manufacturing (CAM), and Project Management.

#### Article I: Objectives and Scope

Both the Parties will work towards deriving the mutual advantages and "D TECH" to provide project work/ training/ internship/ opportunities of higher learning and improve the employability of students under CAD DESK, DHANBAD umbrella and "RAMGARH ENGINEERING COLLEGE" to provide access and encourage students to associate with CAD DESK, DHANBAD through online and virtual solutions.

The proposed activities within the scope of the current MOU are:

- 1. To provide employable skills to the students
- 2. Make the student aware of the latest tools and techniques in order to keep them industry-ready at the end of their course.
- 3. Offer the course at an affordable price to the students
- 4. Increase the employability of the student and maximize on the placement opportunities available.
- 5. To build/improve the confidence level of the student to face the challenges of real-time.
- **6. D TECH** to provide online/virtual exposure to selected students of "RAMGARH ENGINEERING COLLEGE" by way of project work/training/internship/opportunities to the extent of feasibility and requirement.
- 7. D TECH to nominate technical & professional skill expert(s) to deliver virtual guest lectures to students/ faculty on mutual agreement.
- 8. Conducting joint seminars/workshops or conferences with mutually beneficial scope and interests.
- 9. "RAMGARH ENGINEERING COLLEGE" may offer consultancy assignments and R&D projects to D TECH for further enhance in terms of software, platforms, and tools.

8.5

- 10. "RAMGARH ENGINEERING COLLEGE" will publish and promote D TECH & CAD DESK as their MOU partner on their official website, social media pages like Facebook, LinkedIn etc & vice versa.
- 11. "RAMGARH ENGINEERING COLLEGE" will provide opportunity at no charges to participate and represent D TECH and its programs in student events / forum, seminars, online events, sports activities, notice boards etc.
- 12. D TECH may consider absorption of "RAMGARH ENGINEERING COLLEGE" students working on D TECH projects based on student performance, extent of feasibility and requirements of D TECH.
- 13. Defining new areas of collaboration that have not been foreseen, but can be beneficial to the Parties.

# Article II: CAD DESK, DHANBAD Dhanbad through its Business Partner (D TECH) Shall Provide

- a. Comprehensive CAD DESK, DHANBAD reference books to all students for each course as part of the course.
- b. The qualified trainers for the course and the training program would be led by qualified Trainers.
- c. Periodical assessment of the progress of students for their further improvements.
- d. The 'Certificate of Completion' to every student who successfully completes the training program every semester.
- e. The "Certificate of Completion" will carry the logos of CAD DESK, DHANBAD.
- f. "Certificate of Association" from CAD DESK, DHANBAD
- g. A "link to Ramgarh Engineering College website" from D TECH & CAD DESK, DHANBAD website <a href="https://caddeskindia.com">https://caddeskindia.com</a> & <a href="https://caddeskindia.com">http://caddeskindia.com</a>
- h. Provide Permission to use CAD DESK, DHANBAD logo as the Skill Development Partner.
- i. Provide Assistance to install all the necessary CAD related software.
- j. D TECH will provide assistance to setup a CAD learning Excellency centre with relevant live projects in college premises.
- k. Welcome Ramgarh Engineering College to use D TECH (CAD DESK, DHANBAD) strategically based on the need. In the event of any deviation from the profile of the trainers or CAD DESK, DHANBAD not being able to cover the syllabus in the scheduled time provided by Ramgarh Engineering College, then proportionate deduction shall be made by Ramgarh Engineering College. However, all endeavours shall be made to ensure the highest quality of the course materials supplied, classes undertaken, training done, etc. by CAD DESK, DHANBAD.

## Article III: Ramgarh Engineering College Shall Provide:

- a. The required number of computer systems in the lab and other required infrastructure for the practice
- b. The Classrooms with LCD projector for the theory classes.
- c. The Schedule with the classes for this training.
- d. The support to ensure, all students who have signed up for the class, attend the training programs scheduled for them.
- e. The relevant software (Except training software) and computer systems for training purposes.
- f. One Faculty (Associate Professor) having total experience of not less than 14 years as SPOC and one Faculty (Associate Professor) having total experience of not less than 12 years as centre Coordinator.
- g. Disciplinary support for the smooth conduct and timely completion of the entire course.

8.2

h. Minimum 40 Hours of Training time.

i. Provide all support to **D TECH** (CAD DESK, DHANBAD) in the marketing initiatives undertaken by CAD DESK, DHANBAD to enroll students in the courses offered by CAD DESK, DHANBAD.Ramgarh Engineering College will provide all infrastructural facilities for the marketing initiatives undertaken by CAD DESK, DHANBAD.

### **Article IV: PARTICIPANTS:**

"The participants would be the Ramgarh Engineering College Students of specified branches from MECHANICAL, CIVIL, ELECTRICAL & ELECTRONICS and ELECTRONICS & COMMUNICATION to all Semesters".

#### **COURSE CONTENTS:**

**D TECH**(CAD DESK, DHANBAD) and its Business Partner in consultation with Ramgarh Engineering College Shall finalize the courses and fees for the skills Development program.

### **Article V: Confidentiality / Secrecy**

Each Party shall ensure that its students, its employees, and anyone acting under it for the purpose of this MOU shall maintain strict confidentiality of the information belonging to the other party that may have come into its / their possession of knowledge because of the collaboration activities under this MOU. Such information shall not be divested or disclosed to any other third party under any circumstances, whatsoever, without obtaining prior written approval from the other party.

"Confidential Information" in this MOU shall mean confidential information and proprietary information concerning both parties including and without limitation to: products, protocols, trade secrets, secret information, technical processes, finances, software language codes, any research material, text, dealings, and methods of dealings with the clients or the customers and its employees together with similar information of confidential or proprietary nature relating to their suppliers, employees, agents, distributors, customers and relationship of special trust and confidence with the clients or customers and employees.

"RAMGARH ENGINEERING COLLEGE" & D TECH agrees that during and after the term of this MOU, it shall use the confidential information solely for the purpose of performing its obligations and/ or exercising its rights under this MOU, and shall not disclose to any third party any confidential information without the prior written consent of the other party.

This clause shall survive the termination/expiration of this MOU.

#### **Article VI: Non-Exclusivity**

The relationship of the Parties under this MOU shall be non-exclusive and both Parties, including their affiliates, subsidiaries, and divisions are free to pursue other collaborations of any kind with third parties also.

#### **Article VII: Duration, Termination and Amendment**

- 1. The MOU will be effective from the date of signing by both parties for a period of up to THREE (3) years and may be subject to extension by mutual consent of the Parties, expressed in writing.
- 2. Either party may terminate this MOU by giving ONE-month advance notice in writing to the other Party.
- 3. The provisions of the MOU may be amended at any time with the mutual consent of the

8.5

Parties in writing.

- 4. The amendment of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, unless otherwise agreed upon between the Parties.
- 5. No action undertaken shall diminish the full autonomy of either institution, nor will either party impose any constraints upon the other in carrying out the agreement.
- 6. If there is a dispute relating to any aspect of this MOU, respective heads of each of the Parties will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. Further, ANY unresolved dispute shall be referred to a sole Arbitrator to be appointed by the parties mutually herein, in accordance with the provisions of the Arbitration & Conciliation Act 1996. Arbitration proceedings shall be conducted in English only; venue of the arbitration proceedings shall be at New Delhi. Courts situated at Delhi shall have exclusive jurisdiction over the disputes.

#### **Article VIII: Special Provisions**

During the term of this MOU each party may make any press release about the association between the parties.

During the term of this MOU each party agrees to supply information to the other for inclusion in that party's promotional material and agrees to such information being used in each other's promotional material in accordance with such terms as may be specified, but at no cost to the other.

Detailed modalities of individual forms of collaboration, activities associated with them and financial aspects of each shall be mutually agreed upon on a case-by-case basis, and specified, with all necessary details, in separate Agreements.

Separate agreement may be executed with regard to specific project/work initiated in furtherance of this MOU. Financial and other obligations of both the institutions shall be as per the terms agreed mutually between the Parties.

#### **Article IX: Contact Persons**

The Nodal officers for the said MOU from both the sides would be as follows-

For Ramgarh Engineering College

SPOC-Dr.Nazmul Islam Contact Number-7063697080

For: D TECH

DEEPAK KUMAR Mob: +91 7004352722

The Centre Coordinator for Ramgarh Engineering College – Dr.Ashish Narayan

For: Ramgarh Engineering College

for:

D TECH

(Authorized CAD DESK, DHANBAD

Partner)

Affix the Seal)

Name: DR. SHARBANI FOY

Designation: Principal

Date: 07.05.2024

Name: Mr. DEEPAK KUN

Designation: MANAGING DIRECTOR

Date: 07.05.2024

Principal