

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**DEEN DAYAL UPADHYAY KAUSHAL KENDRA
DR. BABASAHEB AMBEDKAR MARATHWADA UNIOVERSITY
AURANGABAD 431004
MAHARASHTRA**

&

**3D TECHNOLOGIES,
MOHALI 160002, PUNJAB, INDIA**

FOR

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

RECORDS OF THE BOARD OF DIRECTORS

MEMORANDUM

TO: THE BOARD OF DIRECTORS

FROM: [Name]

SUBJECT: [Subject]

[Text]

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TO: THE BOARD OF DIRECTORS

FROM: [Name]

FOR

STATEMENT OF WORKS AND SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 7TH DAY OF – JULY – Two Thousand and Sixteen (07-07-2016), by and between

DEEN DAYAL UPADHYAY KAUSHAL KENDRA, DR. BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY AURANGABAD 431004, MAHARASHTRA represented herein by its

Dr. M. D. Shirsat, Director, DDUKK (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

3D TECHNOLOGIES, MOHALI 160002, PUNJAB, INDIA and represented herein by its Zonal / Divisional Head, Mr. Indarprit Singh, Managing Director, 3D TECHNOLOGIES, MOHALI (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) DEEN DAYAL UPADHYAY KAUSHAL KENDRA, DR. BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY AURANGABAD 431004, MAHARASHTRA
- 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) 3D TECHNOLOGIES, MOHALI, PUNJAB, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – **CNC & Motion control Application Requirements , Tool room applications.**
- F) 3D TECHNOLOGIES, MOHALI, PUNJAB, the Second Party is promoted by Mr. Indarprit Singh, Managing Director, 3D TECHNOLOGIES, Plot No : 56, Industrial Area, Phase 9, Mohali 160002, Punjab, India
- G) 3D TECHNOLOGIES is a fast growing organization catering to Northern India Industry for all its CNC & Motion control Application Requirements , Tool room applications and also catering to batch production requirements for various OEMs of the industry. With a Strong Presence in North India.

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

THE HISTORY OF THE UNITED STATES

The history of the United States is a story of the struggle for freedom and justice for all. It is a story of the founding fathers who created a new nation, and of the people who have fought to make it a better place for everyone.

The story begins with the first settlers who came to the Americas in search of a better life. They found a land of opportunity, but also a land of conflict. The struggle for land and power between the different groups of settlers led to the American Revolution.

The American Revolution was a turning point in the history of the United States. It was a fight for independence from Great Britain, and for the right of the people to govern themselves. The result was the creation of a new nation, the United States of America.

The history of the United States is a story of progress and achievement. It is a story of the people who have built this nation, and of the challenges they have overcome.

The story continues with the westward expansion of the United States. The pioneers who moved west in search of a better life, and the conflicts that arose as a result of their actions, are an important part of the nation's history.

The American Civil War was another major event in the history of the United States. It was a fight for the right of states to secede from the Union, and for the right of all people to be treated as equals.

The Reconstruction period was a time of great change and progress. It was a time when the United States began to heal the wounds of the Civil War, and when the rights of African Americans were being established.

The history of the United States is a story of the people who have made this nation what it is today. It is a story of the struggles and triumphs of a great people.

The story of the United States is a story of hope and possibility. It is a story of the people who have built a nation that is a beacon of freedom and justice for all.

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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 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.

CHAPTER 1 OPERATION

The first of these is the fact that the system is not a simple one. It is a complex system, and the operation of it is not a simple one. It is a complex system, and the operation of it is not a simple one. It is a complex system, and the operation of it is not a simple one.

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CHAPTER 2 DESIGN

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- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Robotics and Automation**.
- 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 10 % of the students. The Second Party will itself absorb at least 10 % 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 **DEEN DAYAL UPADHYAY KAUSHAL KENDRA**, 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

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **3D TECHNOLOGIES, MOHALI, PUNJAB**, 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 **3D TECHNOLOGIES, MOHALI, PUNJAB**, 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.

First Party

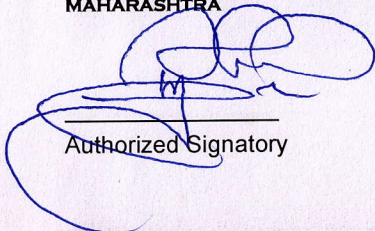
Second Party

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 **Aurangabad**.

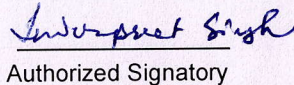
AGREED:

For
**DEEN DAYAL UPADHYAY KAUSHAL KENDRA,
DR. BABASAHEB AMBEDKAR MARATHWADA
UNIVERSITY AURANGABAD 431004,
MAHARASHTRA**

For
**3D TECHNOLOGIES,
PLOT No : 56, INDUSTRIAL AREA, PHASE 9,
MOHALI 160002, PUNJAB, INDIA**

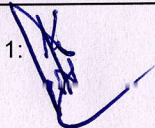


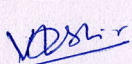
Authorized Signatory

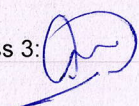


Authorized Signatory

DEEN DAYAL UPADHYAY KAUSHAL KENDRA, AURANGABAD	3D TECHNOLOGIES, MOHALI, PUNJAB
ADDRESS: UNIVERSITY CAMPUS, NEAR SONERI MAHAL JAISINGPURA, AURANGABAD -431004 MAHARASHTRA-(INDIA)	ADDRESS PLOT No : 56, INDUSTRIAL AREA, PHASE 9, MOHALI 160002, PUNJAB, INDIA
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Web: http://bamu.ac.in/	Web: http://3dtechnologies.in/

Witness 1: 

Witness 2: 

Witness 3: 

Witness 4: 