



SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

(An Autonomous Institution)

Puducherry - 605 107



MEMORANDUM OF UNDERSTANDING (MoU)

Policy

Version 2.0



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(An Autonomous Institution)

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NOTIFICATION

Ref: **SMVEC / IQAC / ACAD / JAN 2023**

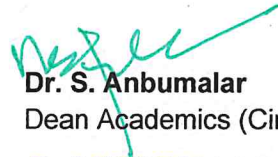
Date: **10-01-2023**

In the pursuance of the resolution passed by the Governing Body Meeting at its meeting held on December 31, 2022 in its resolution no. GB 2022.05.09 and the decision was taken by the Management of SMVEC

It is hereby notified for information of all concerned that the Sri Manakula Vinayagar Engineering College, Puducherry has published the Memorandum of Understanding (MoU) policy. This will come into force with immediate effect.


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 IQAC coordinator


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MEMORANDUM OF UNDERSTANDING (MoU) POLICY OF SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE, PUDUCHERRY

INTRODUCTION

Sri Manakula Vinayagar Engineering College envisions having collaborations with other Universities/ HEIs/ Industries and Research Institutions. This policy provides standard framework in preparing Memorandum of Understanding (MoU) during collaborations between Sri Manakula Vinayagar Engineering College and the Universities/ HEIs/ Industries and Research Institutions and named as Policy for Memorandum of Understanding (MoU). The Policy and the template is developed based on the suggestions provided by AICTE.

PREAMBLE

The primary objective of a Memorandum of Understanding (MoU) between two or more Universities/HEIs/Industries and Research Institutions is to create a means for cooperative efforts that positively contribute to academic and research activities of faculty, doctoral fellows, and students of all disciplines. A MoU is mutually beneficial to establish and promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.

The MoU can be chosen to be legally binding which is a general agreement between the participants that covers the broad understanding. The MOU can also be legally non-binding where participants may not be legally bound to comply with it but mere confirmation that participants will act on good faith in pursuit of the set targets.

Further, even in case of MoUs which are legally non-binding, participants may choose to have the obligations on confidentiality as binding since they may be sharing sensitive and confidential information with the other parties in order to enable them to carry out further investigations or due diligence before finalizing all the details of the set targets.

For MoU with Sri Manakula Vinayagar Engineering College, the participants may include individuals, government or private educational/research institutions, government or private companies/industries/Societies, NGOs etc.

ESSENTIALS FOR ENTERING MoU

- MoU shall be on mutually acceptable terms to all the participants.
- In case of MoU with an individual, the participant must be competent to enter into a contract.
- MoU should clearly indicate the mutual benefits of the participants.
- In case of financial and/or legal binding clauses, MoU should be discussed with the relevant statutory bodies or competent authority of the institution.
- For entering MoU with international bodies, guidelines of the Government of India should be strictly followed.

- For undergoing MoU with government agencies, it is required to get approval of the competent authority for adopting their standard terms and conditions.
- For renewal of MoU, a proposal containing detailed report of achievements of previous duration of the MoU, and justification for renewal should be approved by the competent authority.

The MoU can be broadly classified into following different types:

- MoU with academic/research institutions (government as well as private)
- MoU with various Ministries/Departments of Government of India/ State Governments.
- MoU with industrial partners or individuals.
- MoU with International bodies/Foreign Institutions.

Contents of MoU Document

A MoU should clearly state the following aspects:

- Details of parties involved
- The contact details of all relevant parties
- The context of the agreement
- The duration of MoU
- The broad purpose of the agreement
- Expected mutual benefits

Format for MoU

Clause 1 - Co-Operation

Clause 2 - Scope of the MoU

Clause 3 - Intellectual Property

Clause 4 - Validity

Clause 5 - Relationship between the Parties

Conclusion

In case of any specific Clause to be included beyond the template, on request of the concerned Universities/ HEIs/ Industries and Research Institutions and on mutual agreement with the institution, the specific clause can be added in the MoU.

Template for MoU

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the nth day of Name of Month Year (Year in Numerals),

BETWEEN

Name and Address of Institution, the First Party represented herein by its **Name of Competent Authority / Representative** (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

Name and Address of Industry, the Second Party, and represented herein by its Zonal / Divisional Head, **Name of 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:
- 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 interest.
- E) – **Name of industry** – , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - **name of trade and services under the industry concerned** - - and related fields
- F) – **Name of industry** – ,the Second Party is promoted by **promoter name** Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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 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 - - **Name of Industry specializations, activities and services** - -.
- 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 industry ready.
- 2.7 **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.
- 2.8 **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, 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 **Name of Industry**, 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. 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 **Name of City**.

AGREED:For **Name of Institution**For **Name of Industry**_____
Authorized Signatory_____
Authorized Signatory

Name of Institution	Name of Industry
Address	Address
Contact Details	Contact Details
E-mails	E-mails
Web	Web

Witness 1:

Witness 2:

Witness 3:

Witness 4: