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Memorandum of Understanding (MoU)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this day of 23rd Sept......, 2020 at Gandhinagar, Gujarat

BETWEEN

Gujarat Knowledge Society (GKS) having its registered office at commissioner ate of Technical Education, Block No.2,6th Floor, Karmyogi Bhavan, Sector -10A, Gandhinagar-382010, here after referred to as "Gujarat Knowledge Society" as First Part

And

Central Institute of Petrochemicals Engineering & Technology (CIPET), Plot No.: 630, Phase-IV, G.I.D.C., Vatva, Ahmedabad - 382 445, Gujarat registered under Certificate of Certification of Societies. 152 of 1968, having its Principal/Registered Office at Central Institute of Petrochemicals Engineering & Technology (CIPET). Head Office, Guindy, Chennai - 600 032, Tamil Nadu (hereinafter referred to as "CIPET or the SECOND PARTY which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors, administrator, heirs, assigns and nominees of SECOND PARTY).

WHEREAS Gujarat Knowledge Society as per the Government of Gujarat is desirous of providing training as per the courseware and examination system setup by content Development partners and Assessment and Certification partner appointed by Gujarat Knowledge Society, to the youth of Gujarat and is looking for Training Partners.

WHEREAS Central Institute of Petrochemicals Engineering & Technology, is an accredited premier national institution under Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Government of India, devoted to Skill Development, Academic, Technology Support Services & Research (STAR) activities for the growth of plastics & allied industries in the country.

This institute offers AICTE approved Diploma, BE & ME in Plastics & Manufacturing Technology & M.Sc (Polymer Science). The BE & ME programs are affiliated to Gujarat Technological University (GTU) & M.Sc Programme is affiliated with Gujarat University. The

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institute also conducts 6 months employment oriented Skill Development Program on Plastic Product Manufacturing and Basic & Advanced Machining Techniques for unemployed & underprivileged youth candidates of Gujarat State since 2009

The terms and conditions of this Indenture between Gujarat Knowledge Society and CIPET:IPT Ahmedabad shall be as under:

- 1) The activities/initiatives/training programme / Courses under the monitoring of Gujarat Knowledge Society may include: Skill based Training programme in the domain of Plastics Mould Design and Development, Plastics Product Manufacturing. The List of the training programmes are specified in Annexure 1. Gujarat Knowledge may amend the Programmes/courses from time to time in consultation with CIPET-Ahmedabad.
- 2) A prior will be desirable from the Chief Executive Officer of the Gujarat Knowledge Society for implementation of any initiatives or for arranging any training programme, workshop, meetings etc for Skill Development purpose/s.
- 3) All the activities and initiatives or training programmes etc delivered by the Society shall be Student-centric.
- 4) All the activities and initiatives or training programme will be conducted Online/offline in the Government Engineering colleges, Government Polytechnics. And if felt necessary, may be run in other Government / Grant-in-Aid / other Institutions as and when decided by the Chief Executives Officer of the Society.
- 5) The practices being held by the partners should be regularly be monitored by the Society and suggestions/changes will be made as and when required with due permissions of the Chief Executives Officers, Gujarat Knowledge Society.
- 6) The Memorandum of Understanding (MoU) between the Gujarat Knowledge Society and the partner will be valid for 3 Years effective from 23.09.2020 to 22.09.2023
- 7) The activities or training rendered by the partner will be reviewed by the office of Gujarat Knowledge Society after the completion of a year and after having found the satisfactory work. The Memorandum of Understanding (MoU) will be continued for the subsequent years without payable of any additional partnership renewed.

[Signature]

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- 8) After completion of the MoU tenure, the activities or training rendered by the partner will be evaluated by the third party decided by the Gujarat Knowledge Society and after getting the satisfactory reports from the party, the MoU will be renewed.
- 9) GKS will facilitate the partners with infrastructural facilities, computer laboratory, library, classrooms etc. if required.
- 10) The fixation and collection of fees amount will strictly be the purview of the GKS, The CEO, GKS will be the final authority.
- 11) The total course fee (100%) will be released by GKS to training partner soon after certification and completion of course.
- 12) No Training fees or other fees either in case/cheque from any candidate shall be collected by any college or training partner or its representative or its authorized center.
- 13) The batch size for any programme or courses or training will be set to 20 to 25 students among which minimum 15 students from the college and 10 outsiders may be enrolled. In the case of non-enrollment of the college students, the remaining seats may be enrolled by the outsiders.
- 14) Students will be nominated by the concerned Diploma/Engineering College
- 15) In case if students need Boarding and lodging, training partner may arrange the same and charge the nominal fees as per their norms. GKS will not assist any financial support in this.
- 16) A third party/agency may be appointed by the Gujarat Knowledge Society for the evaluation of the practices of the partners at each center of the Society. The Evolution partner will be appointed through the office process. The decision of the Chief Executive Officer, Gujarat Knowledge Society will be the final one in such regard.
- 17) The uniform publicity material shall be designed only by the GKS and training partner will have to use the same layout without any changes.
- 18) The Content for holding Trainings/workshops/courses etc. will be put up by the Training partner to the CEO, GKS and CEO, GKS will finalized the same. No changes after such finalization will be allowed without due approval of the CEO, GKS.



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- 19) The assessment and certification will be done by CIPET
- 20) After successful completion of training, a combined course completion certificate will be given to candidates with GKS and training partner logo.
- 21) Training partner will guide the students and provide placement assistance for the students.
- 22) The Partner will have to keep track record of the students starting from their registration to the course completion. The Partners will have to Provide any data in a hard or a soft copy as and when asked by the GKS Office. The devastate of the data whether a hard copy or the soft copy, without in due knowledge of the GKS will be punishable.
- 23) The Partner will be responsible for the responsible outcomes.
- 24) Violation of any of the Terms & Conditions of the MoU shall be in any case liable for strict actions by the Gujarat Knowledge Society.
- 22) The agreement shall also be terminated in case the training partner :
- a) Is declared insolvent or turns bankrupt in the eyes of law.
 - b) Is criminally convicted or indulges in any criminal activity.
 - c) In case of death of proprietor if the said firm is proprietary in nature.
 - d) In case Gujarat Knowledge Society finds the training partner incapable fo fulfilling its roles & responsibilities.

23) This agreement will be non transferable in any case.

24) The mistreatment or misuse of the GKS logo, title or nay of the GKS properties or anything will be punishable and partner maybe penalized for it as deemed by the CEO of Gujarat Knowledge Society.

25) The training partner and or its authorized representative shall abide by all conditions described above & those which may be added from time to time. In case of any dispute, the decision of the CEO, GKS shall be final and binding on all parties. The CEO, GKS at his discretion may either waive/modify/alter or add any conditions laid above without assigning any reason whatsoever. His decision shall be abided by the training partner or his authorized representative/centre without any reason.

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30) Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions and without affecting the validity or enforceability of such provisions in any other jurisdiction.

31) That in respect of any and all disputes in relation to, concerning or otherwise arising out of this agreement, the parties hereto shall promptly in good faith, negotiate with a view to reach at an amicable resolution and settlement, however, if no settlement, is reached within a period of 30 days from the date of disputes, such disputes arising out of or in connection with this Memorandum of Undertaking shall be adjudicated in accordance with of the Arbitration and Conciliation Act, 1996 and rules made there under. The venue of such arbitration shall be Ahmedabad without prejudice to the above, it is clarified that the courts of Gujarat alone shall have the jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Memorandum of Undertaking and the same is being entered upon at Ahmedabad.

32) Force Majeure

a. Notwithstanding anything contained elsewhere in the contract, the Training Partner / Authorized Representative of Training partner shall not be liable for any damages whatsoever or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b. For purpose of this Clause, "Force Majeure" means an event beyond the control of the Training Partner / Authorized Representative of Training Partner and not involving the fault of negligence of Training Partner / Authorized Representative of Training Partner and events that are not foreseeable, Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, Training Partner / Authorized Representative of Training Partner shall promptly notify the Gujarat Knowledge Society in writing of such conditions and the cause thereof. Unless otherwise directed by the Gujarat Knowledge Society in writing, Authorized Representative of Training Partner shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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The Gujarat Knowledge Society may terminate this contract, by giving a written notice of a minimum 30 days to Authorized Representative of Training Partner if as a result of Force Majeure, the Authorized representative of Training Partner in unable to perform a material portion of the services for a period of more than 60 days.

Date: 23-09-2020
Place: GANDINAGAR

For and on behalf of GKS, Gandhinagar



(Authorized Signatory)
Name: Prof. T. J. Revure
Designation: Addl CEO - GKS.
Stamp:

For and on behalf of CIPET: IPT Ahmedabad
(Training Partner)

(Authorized Signatory)

Name: RATAN KUMAR
Designation: MANAGER (T)
Stamp:



1. Witness
Name: Dr. S. M. Mehler
Designation: OSD GKS (Students Training)
Stamp



2. Witness

Name: PARITOSH P DIWASARI
Designation: MANAGER (TS)
Stamp

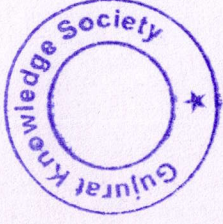
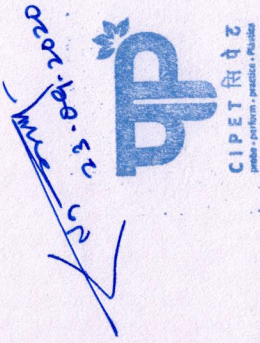


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Annexure-I (For the period of MoU)

S.No	Description	Duration	Amount (Rs.)
01	CAD-Solidworks	60 hrs	8000/-
02	CAD-Siemens NX	60 hrs	8000/-
03	MasterCAM	90 hrs	10000/-
04	Moldflow Analysis of Injection Moulding Plastics Parts.	60 hrs	6000/-
05	Project work on ANSYS software	60 hrs	10000/-
06	Programming & operations of CNC Milling Machine	72 hrs	10000/-



23-04-2020
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