



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**Malaviya National Institute of Technology Jaipur**

### AND

**Quality Council of India (QCI), New Delhi**

This Memorandum of Association (MoU) is being made and signed on this **TWENTY-SECOND** Day of **JUNE** of 2018 (Effective Date) at Jaipur.

Between

Malaviya National Institute of Technology Jaipur (hereinafter referred to as MNIT) having its offices at Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan 302017 (India) through its Director or any Nominee, which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees) of the **FIRST PART**.

And

The **Quality Council of India** (hereinafter referred to as QCI) having its office at the 2<sup>nd</sup> Floor, Institution of Engineers Building, 2, Bahadur Shah Zafar Marg, New Delhi - 110002 (India) through its Secretary General or any nominee, which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees) of the **SECOND PART**.

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

**Whereas** MNIT Jaipur is an Institute of National Importance under the Ministry of Human Resource Development (MHRD) have a mandate of imparting latest technical knowledge to our students, R&D, extension activities related to education and capacity building in the field of technical education.

And

**Whereas** QCI, as the national accreditation and apex quality facilitation body, establishes and operates national accreditation structure and promotes quality through National Quality Campaign. The promotion of quality encompasses all segments including laboratory accreditation, manufacturing, health, education and public services. QCI started eQuest which offers eLearning courses around themes that form the core areas of QCI.



Both the Parties agree and undertake that specific projects under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said projects; MNIT and/or QCI shall consider the same as part of this MoU.

**The two institutions will endeavor to cooperate as follows:**

## **ARTICLE 1**

### **AREAS OF COOPERATION**

This MoU aims to build a long- term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by and between the Parties. Activities related to education, training and capacity building which include the followings:

- QCI and MNIT Jaipur will work together to improve the manufacturing processes and quality parameters of the industries
- Joint Projects for process improvement and manufacturing excellence (to be carried forward with MNIT JAIPUR and QCI)
- Identification of Potential Industries for training and capacity building interventions via eLearning and physical trainings.
- Developing relevant eLearning course for students from MNIT Jaipur which can be converted as a credit-based programme to enhance employability

The individual Roles and Responsibilities of each institution are mentioned in Article 2.

## **ARTICLE 2**

### **SCOPE**

2.1 MNIT and QCI shall jointly work under the scope of the MoU. The scope, projects, roles and responsibility of the engagement shall be drawn up with mutual consent.

2.2 Both parties recognize the need for conducting educational and training programmes with blending of physical training and eLearning mode to improve the manufacturing processes and enhance the employability in India. Therefore the following activities and corresponding roles and responsibilities for the said purpose is outlined under this MoU.

### **2.3 The details are as under:**

- 2.3.1 MNIT will be responsible for the following areas:
- a. Providing expertise in the areas of quality improvement to the industries
  - b. Providing training assistance to the industries in the concerned area
  - c. Joint research projects with QCI
  - d. Preparing content for e-learning material for industry personnel
  - e. Propose programs for career growth of industry personnel



- 2.3.2 QCI will be responsible for the following areas:
- Designing and developing eLearning courses
  - Managing eLearning courses on eQuest
  - Identifying emerging areas to conduct training programmes with help from the blended learning
  - Providing the subject matter experts, assessors, trainers and speakers in the activities agreed
  - Facilitating, implementation and monitoring of the ZED Maturity Assessment Model programme for the MSMEs in Rajasthan
- 2.3.3 Joint responsibilities of QCI and MNIT:
- MNIT and QCI jointly aim towards funding of the initiatives
  - Developing relevant eLearning course for students from MNIT Jaipur if required
  - Mobilizing industries and industry bodies to propagate the ZED Certification Scheme in Rajasthan
  - Identification of tailor-made programmes for industry.

### ARTICLE 3

#### WORKING ARRANGEMENT

- 3.1 The Parties shall constitute a Joint Coordination Committee ("JCC") to facilitate cooperation, foster partnerships and review progress.
- 3.2 **Ranvijay Bihari** will be the Coordinator from Quality Council of India and **Dr. Gunjan Soni** will be the Coordinator from MNIT. The participants and Coordinators may change from time to time as decided by appropriate authority of the MNIT and QCI.
- 3.3 The JCC will be co-chaired by designated representatives of the Parties and either Party shall determine the composition of the JCC for its side.
- 3.4 The JCC will meet on a bi-yearly/ annual basis as may be required and deemed fit, virtually or in person as the case may be.
- 3.5 The parties agree to arrange regular meeting and communication with one another and with the other relevant stakeholder, to review and finalize the detailed plan for each stage of the programme.

### ARTICLE 4

#### FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources. The two institutions will consider allocating seed money to initiate this partnership by either making equal contribution or sponsored by any Industrial Organization. In addition, they will also approach international/national funding agencies and industries. Special attention will be given to obtain funded projects from industry as well as from alumni to support such collaborations.



## ARTICLE 5

### REPRESENTATION AND WARRANTY

Each Party to this MoU represent that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which each Party is bound.

## ARTICLE 6

### PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP

6.1 Each party will protect, within its territory, intellectual property rights of the other party in force. The Intellectual Property in the nature of Trade mark, Copyright, Design or Patent developed by each party during the subsistence of this present MOU will be claimed individually. But both parties in a joint effort developed such IPR then it shall be held jointly in ownership.

6.2 Both the parties will ensure appropriate protection of intellectual property rights obtained on the basis of this MoU, in accordance with laws and regulations in force to avert any infringement or passing off of each other's or any other's right or ownership in force.

## ARTICLE 7

### CONFIDENTIALITY

Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the others Party during the period of the implementation of the MoU or any other agreements made pursuant to this MoU.

## ARTICLE 8

### SUSPENSION

Each party reserves the right for suspension or termination of this present MoU if the terms of MOU are contrary to public laws or threat to national security, national interest, public order or public health to suspend temporarily either in part or whole, the implementation of this MoU.



## ARTICLE 9

### REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined and agreed by the parties.

## ARTICLE 10

### SETTLEMENT OF DISPUTES

10.1 The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, failing which such dispute or difference shall be referred to the courts of competent jurisdiction for adjudication. The courts of Jaipur shall have exclusive jurisdiction on matters relating to this agreement.

## ARTICLE 11

### EFFECTIVE DATE, DURATION AND TERMINATION

11.1 The MoU shall commence from the Effective Date and shall continue for a period of five (05) years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such terms as mutually agreed upon.

11.2 Notwithstanding Article 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least thirty (30) days in advance of such termination subject to settling of any overdue or exchange of necessary documents pertaining to this MoU.

11.3 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon to by the Parties on or before the date of the termination of the MoU.

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## ARTICLE 12

### AMENDMENT

The obligations of QCI and MNIT have been outlined in the MoU. However, during the operation of MoU, circumstances may arise which may call for alterations or modifications of this MoU. These amendments shall be mutually discussed and agreed upon in writing. The said amendments shall form part and parcel of this present MoU.

## ARTICLE 13

### INDEMNIFICATION

Both the parties shall indemnify and keep the either party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

## ARTICLE 14

### FORCE MAJEURE

14.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that the performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

14.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

## ARTICLE 15

### DISPUTES

In case any disputes arise in implementing the MoU, these shall be resolved through mutual consultations.

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## ARTICLE 16

### MISCELLANEOUS

16.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement contrary to this MoU which may reasonably be considered to be misleading.

16.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on Behalf of QCI

  
Dr. Ravi P. Singh  
Secretary General  
Quality Council of India  
2nd Floor, Institute of Engineers Bldg.

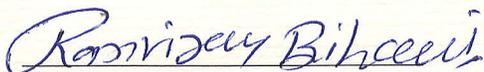
Dr. R P Singh Bahadur Shah Zafar Marg,  
Secretary General New Delhi-110002 (INDIA)  
Quality Council of India  
2nd Floor, Institute of Engineers Building  
2, Bahadur Shah Zafar Marg  
New Delhi - 110002

For and on Behalf of MNIT



Prof. A.P.S. Rathore  
Dean - International Affairs  
Malaviya National Institute of Technology  
Jaipur, JNN Marg Jaipur, Rajasthan - 302017

Witness



Ranvijay Bihari  
Deputy Director (In Charge - eQuest)  
Quality Council of India  
2nd Floor, Institute of Engineers Building,  
2, Bahadur Shah Zafar Marg  
New Delhi - 110002

Witness



Dr. Deepak Verma  
Assistant Professor  
Malaviya National Institute of Technology  
Jaipur, JNN Marg Jaipur, Rajasthan - 302017