



## केयर्न उद्यमिता केन्द्र

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this 22<sup>nd</sup> day of February, 2016 ("Effective Date") by and between:

Cairn Enterprise Centre, a society registered under the Haryana Registration and Regulation of Societies Act, 2012 having its registered office at DLF Atria, Jacaranda Marg, Gurgaon 122 002, Haryana, India (hereinafter referred to as "CEC" which expression shall, unless repugnant to the context hereof, include its successor-in-interest and permitted assigns);

And

TUV Rheinland India Pvt. Ltd., a Registered Private Limited Company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at 82/A, 3rd Main, West Wing, Electronic City phase 1, Hosur road Bangalore-560 100 (hereinafter referred to as "TUV" which expression shall, unless repugnant to the context hereof, include its successor-in-interest and permitted assigns);

And

MNIT Jaipur (hereinafter referred to as "Institute" which expression shall, unless repugnant to the context hereof, include its permitted assigns).

CEC, TUV and Institute are collectively referred to as "Parties" and individually as "Party".

WHEREAS CEC is a registered society and is operating Cairn Centre of Excellence (CCoE), a technical education institute at Jodhpur imparting technical education for the benefit of local youth.

WHEREAS CCoE has tied up with TUV for various technical educational programs as TUV is known for imparting technical education internationally.

WHEREAS CEC has approached the Institute for the scope of work as more detailed in this MoU and Institute is willing to enter into a discussion with CEC with respect to implementation of scope of work.

WHEREAS CEC has also shared with TUV the scope of work and TUV is willing to extend all necessary support in this regard.

Considering this, CEC, TUV and Institute have agreed to enter into this MoU.

NOW THEREFORE it is hereby agreed:-

#### 1. OBJECTIVES OF THE MoU

The objectives of this MoU are:

- To promote knowledge sharing and develop areas of common interest in the overall interest of Parties under this MoU.
- To discuss and device the strategy for implementation of scope of work annexed as Annexure-A.

The Parties may mutually decide to further extend the objective of this MoU including the revisions in Annexure-A.

#### 2. PROPOSED MODES OF COLLABORATION

*[Handwritten Signature]*

*[Handwritten Initials]*

The Parties will discuss the proposed mode of collaboration. In this regard, meetings will be organized between the respective representatives of each Party. In case Parties agree to enter into a particular commercial relationship, a formal agreement will be signed containing all terms and conditions.

### 3. CONFIDENTIALITY

Each Party shall keep confidential all information disclosed by the other Party pursuant to this MoU and shall not disclose the same to any third party without the prior written consent of disclosing party.

### 4. NON-EXCLUSIVITY

This MoU is non-committal and the relationship of the Parties under this MoU is non-exclusive. Any Party may collaborate with any third party for the services/collaboration contemplated under this MoU without informing to each other.

### 5. TERMS AND TERMINATION

This MOU shall be valid for a period of 3 year from the Effective Date unless extended by mutual written agreement of the Parties. Either Party shall have the right to terminate this MoU by serving 60 days prior written notice to the other Party.

### 6. RELATIONSHIP

This MoU in non-binding and nothing in this MoU shall be construed to make either Party a partner, an agent or legal representative of the other Party for any purpose.

### 7. ASSIGNMENT

It is understood by the Parties that this MoU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MoU or rights or obligations arising hereunder, either wholly or in part, to any third party.

### 8. GOVERNING LAW

This MoU shall be governed by laws applicable in India and shall be subject to exclusive jurisdiction of courts at New Delhi, India.

The Parties have signed this MoU on the Effective Date:-

On behalf of

CAIRN ENTERPRISE CENTRE

By : SECRETARY

Name : SIDHARTH BALAKRISHNA

on behalf of

TUV

By :

Name :

On behalf of

MNIT Jaipur

By:

Name:

**Director**  
Malaviya National Institute of Technology Jaipur  
JAIPUR-302017 (Rajasthan)

Lava Bhargava  
(LAVA BHARGAVA)

M. J. Jain  
22/2  
(M. J. JAIN)

ANNEXURE-A

SCOPE OF WORK

- Faculty exchange and guest lectures at CCoE.
- Site visits to CCoE and interactions with CCoE trainees by MNIT students.
- Curriculum review as mutually agreed between the parties.
- Advisory support or knowledge sharing.
- CCoE students visiting MNIT campus.
- Practical exposure of MNIT students to engineering related vocational skills.
- CCoE students volunteering to help during fests and other events.
- Laboratory equipment sharing if agreed between the parties.
- Conferences and seminars related to skills and any other mutual area of interest.
- Any other area envisaged and mutually agreed by all parties.

*Jef*

*SL*