



Confederation of Indian Industry

Gaurav Chawla
Yi Bhubaneswar Chapter Chair 2021 – 22



Confederation of Indian Industry (CII)
10 Balighar, Ratha Road, Bhubaneswar
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E : pratyush.bisoyi@cii.in
W : www.youngindians.net
M : 7328809009

Date: 05 June 2021

**MEMORANDUM OF UNDERSTANDING ("MOU")
BETWEEN
CONFEDERATION OF INDIAN INDUSTRY
AND
RADHAKRISHNA INSTITUTE OF TECHNOLOGY AND ENGINEERING (RITE)**
Agreed and executed on this 05 day of Saturday, 2021

Confederation Of Indian Industry ("CII"), a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "CII"), represented by its authorised signatory Ms Madhu Agarwal (Yuva Chair, Yi Bhubaneswar Chapter), which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

And

Radhakrishna Institute of Technology and Engineering (RITE) having its Head Office at Bhubaneswar (hereinafter referred to as "RITE") represented by its authorised signatory **Mr Vineet Mohan Gupta (Chairman)**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as CII or RITE, as it may be, and collectively referred to as the Parties.

WHEREAS:

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 3200 direct members in 46 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

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Radhakrishna Institute of Technology
and Engineering, Bhubaneswar



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WHEREAS:

RITE is an educational institution founded by the **JRG Educational Trust** which focuses primarily on **Education** in the field of Engineering and Management Studies

NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

ARTICLE I: Purpose and Objectives

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- i) The role of the institution would be to enroll All students or minimum of 250 students at the beginning of the year and increase the same substantially through the years.
- ii) The role of Yi would be to provide opportunities to the students towards enhancing their knowledge through exposure to industries under CII
- iii) Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)
- iv) Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- v) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- vi) Any other activities considered by both Parties to be potentially beneficial.

ARTICLE II: Financials

- i) Both the Parties shall, depending on availability of funds and resources and after mutual consensus, dedicate funds for specific arrangements, academic projects and all endeavours envisioned under this MOU. Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend


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to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

- ii) Both the Parties shall be free to collaborate with and seek financial support, donations from national and international organizations, partners for cooperative activities to be undertaken under this MOU.

ARTICLE III: Coordination Between Facilitators

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

ARTICLE IV: Intellectual Property Rights

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions researches and any outcomes resulting from joint activities undertaken under this MOU.

ARTICLE V: Confidentiality

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as 'Disclosing Party' and
- ii) either of the Parties, receiving such information shall be referred to as 'Recipient Party'.



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The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- i) is publicly available,
- ii) obtained by the other party from third parties without restrictions on disclosure,
- iii) independently developed by the other party without reference to confidential information, or
- iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

ARTICLE VI: Governing Law, Jurisdiction & Arbitration

- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.
- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

ARTICLE VII: Miscellaneous

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of One (1) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
- iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavours to fulfil their obligations and



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responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.

- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.
- v) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- vi) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

Ms Madhu Agarwal
Yuva Chair
Yi Bhubaneswar Chapter

Mr Vineet Mohan Gupta
Chairman
RITE (C/O JRGET)

Mr Pratyush Kumar Bisoyi
Yi (Executive Member)

Principal
Radhakrishna Institute of Technology
and Engineering, Bhubaneswar



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L 328461

Memorandum of Understanding

This Agreement is entered into on this 2nd day of March 2021,

BETWEEN

Electronics Sector Skill Council of India having its corporate office at #602, 604, 606 & 608 6th Floor, Ansal Chambers II, Bhikaji Cama Place, New Delhi – 110066 (hereinafter called "ESSCI" or "FIRST Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the FIRST part;

AND

JRG EDUCATIONAL TRUST having its Office/campus at IDCO PLOT NO-1, INDUSTRIAL ESTATE, BARUNEI, KHORDA-752057 India (hereinafter called "Host Institution" or the "SECOND Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the SECOND part;

"Electronics Sector Skill council of India" and "Host Institution", are hereinafter individually referred to as "Party" and collectively as "Parties".



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WHEREAS the Both parties have held discussion and agreed for collaboration for jointly offering and conducting Vocational Education Programmes in electronics sector for enhancing employability and promote Micro Entrepreneurship Development under the education scheme of the NVEQF.

Through this agreement, all the parties mutually agree to carry out the responsibilities stated in this document.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Objectives of the MOU

To develop a micro entrepreneurship ecosystem adopting the following

- i. Establishing the Centres of Excellence (COE) in collaboration with Industry Partners.
- ii. Capacity Building Training for Trainers, trainees, RPL training and micro entrepreneurs.
- iii. Conducting Industry integrated programs.
- iv. Connecting the trainees, and micro entrepreneurs with the distribution channel of the Industry Partner for last mile sales/service points.
- v. Promoting micro entrepreneurship and increasing employability of Indian youth.

2. Stakeholders Roles and Responsibilities

2.1 Electronics Sector Skill council of India:

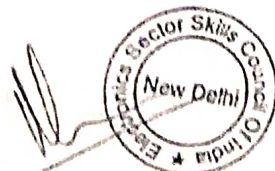
Electronics Sector Skill council of India shall

- a. Coordinate with Host Institute and Industry Partner for establishing Labs & COEs.
- b. Provide NSQF based Curriculum and content for training.
- c. Creating Training curriculum.
- d. Depute a Project Management Agency /Subject Matter Expert to help the Host Institution to establish the COE.
- e. Designing the technical specifications in consultation with Industry Partner for the Labs.
- f. Conducting Faculty Training and Certification.
- g. Conducting Trainee assessment and certification.
- h. Project Monitoring.

2.2 Host Institution

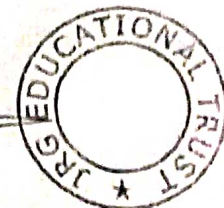
The Host Institution shall

- Set up Labs/COEs at its campus as per the standard defined by Industry Partner and ESSCI.



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- Procure the necessary equipments and machineries tools and consumables as required for the training from Industry Partner /other vendors as specified by Industry Partner.
- Affiliation and Empanelment with ESSCI
- Provide Training and other supporting infrastructure facilities.
- Depute teaching and allied staff for training.
- Promote the program and mobilize the candidates.
- Responsible for End to End Training Delivery.
- Impart Domain Skill & Entrepreneurship skills Training.
- Provide necessary help in setting up the micro enterprises.
- Handholding and Mentoring to make them established.
- Program Monitoring.
- Reimbursement of training related expenditure to Electronics Sector Skill Council.
- Reimbursement of expenditure to the industry partner.
- Collaborate with Industry partner and ESSCI during the training activities.

2.3 Industry Partner:

The Industry Partner shall

- Industry Partners shall act as Knowledge partner and define the skills and industry needs for skilled manpower in the respective sectors.
- Share training specifications, Standard operating procedures/Best Practices for sales, installation and service of various products that can be incorporated in training curriculum.
- Share the branding guidelines for establishing the COEs.
- Provide equipments and machineries for training at a subsidized rates/donate as CSR grant for setting up the Labs /COEs for training.
- Share the branding guidelines for setting up the Labs /COEs.
- Provide industry experts /resource persons for training faculty and mentoring students during training.
- Facilitate industry visits, internships and on the job training.
- Provide employment services as per the need.
- Facilitate the candidates to setup micro enterprises and appoint them as their last mile sales and service support points.

3. **Branding and Marketing:** Each partner shall strictly follow the branding norms of each other in all branding /marketing platforms.



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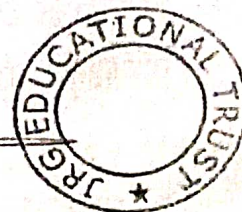
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4. **Duration:** The MOU shall be valid for 5 years from the date of signing.
5. **No Exclusivity:** Both parties shall have right to enter into similar arrangement with any third party for product or service during the term of this Agreement.
6. **Confidentiality:** The Parties agree to keep confidential, the content of this Agreement and any and all information shared with each other and designated confidential. This obligation shall be applicable till the expiry of this Agreement and for 1 year thereafter.
7. **Termination:** Either Party shall be entitled to terminate this Agreement by giving 3 months advance notice in writing. Either Party shall be entitled to terminate this Agreement by giving 3 months notice in case the other Party fails to fulfill its obligations enumerated in this Agreement and upon failure of the other Party to cure such failure within the said 3 months of the said other party being given a written notice of the same by the said Party. However, If this agreement is terminated for any reason by either party by giving the notice in writing or expires after 5 years, the education and financial responsibilities(if any) of both the parties shall continue till the last admitted batch of the students complete the proposed Program.
8. **Indemnification:** Each party shall protect and indemnify the other party against any direct damages, claims, suits, actions, judgments, costs and expenses directly arising out of or in any way connected with any act/ omission arising in relation to this Agreement or in case said party fails to fulfill its obligations enumerated in this Agreement Or breach of representation and warranty provided in the agreement.
9. **Dispute Resolution:** All disputes and differences howsoever arising out of or in connection with this agreement shall be mutually discussed and to be settled amicably.
10. **Severability:** In the event that any term, condition, or provision of this MOU is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this MOU and shall be of no force and effect and this MOU shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this MOU.
11. **Assignment:**
This Agreement or any rights, obligation under this agreement shall not be assigned by any party to a third party without prior written consent of the other party. However, each party shall have right to assign this agreement to any of its affiliates, associates, group companies with prior intimation to the other party. Further any party shall have right to sub contract part of its obligation requiring special skill, technology for fulfillment to third party.



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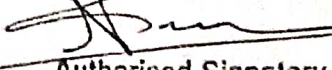


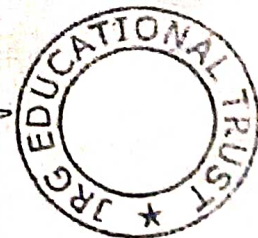
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12. **Force majeure:**
None of the Parties will be responsible for failure to carry out any obligations under this Agreement to the extent the failure is directly caused by a Force Majeure Event. Force Majeure event includes but not limited to Acts of God or State or of any sovereign authority or public enemy, pandemic and other such acts mandated by any applicable laws, regulation or order(whether valid or invalid).
13. **Independent Contractor:** The parties under this Agreement shall act as independent parties on principal to principal basis. Under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture or employment between the parties. No party has the authority to bind the other or to incur any liability on behalf of the other, not to direct the employees of the other Party.
14. **Warranties:** Each Party warrants to other Parties that (i) it has full right, power and authority to enter into this Agreement and carry out its obligations under this Agreement; (ii) its entry into this Agreement and its performance of its obligations hereunder will: (a) not conflict with Applicable Laws or any agreement by which it is bound; and (b) not infringe the Intellectual Property Rights or other rights of any third party; (c) each party has obtained and shall maintain required approval, permission, consent, from Statutory or other authorities as required to perform obligation under this MOU
15. **Legal Notices:** Any notice, demand or request under this agreement shall be in writing and shall be delivered or sent by Registered Mail to the addresses as indicated in the agreement.
16. **Limitation of Liability:** Notwithstanding anything contained in these Terms & Conditions, both parties shall in no event be liable for any special, indirect, consequential or incidental damages (including but not limited to damages for loss of business profits, business interruptions, loss of business information, and the like) arising out of this arrangement, agreement, any documents referenced this agreement, or any addenda or amendment hereto.
17. **Intellectual Property Rights**
"Content" means any and all information and data, which may include but not be limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, offers, advertisements, interactive features and other materials. Each party shall be the absolute owner of own the IPR for its own content created through the Program.



JRG EDUCATIONAL TRUST

Authorised Signatory



IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed and Delivered

For Electronics Sector Skill Council of India

Name of Authorized Signatory: M. S. Chatterjee

Designation:

In the presence of: _____



Signed and Delivered

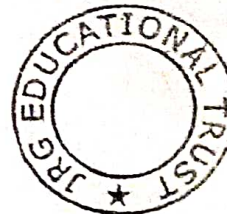
For JRG EDUCATIONAL TRUST
JRG EDUCATIONAL TRUST

Authorized Signatory: Captain Navin Chandra Sarma

Name of Authorized Signatory: CAPTAIN NAVIN CHANDRA SARMA

Designation: ADVISOR

In the presence of: [Signature]



6

[Signature]
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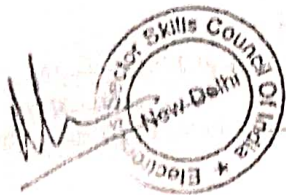
Annexure -1

List of COEs

1. Solar PV COE
2. RAC & HVAC COE
3. Consumer Electronics COE
4. Process Automation COE
5. Fibre Optics & FTTH COE
6. GIS & Smart City COE
7. IT Infrastructure & Cloud Computing COE

Financials:

- Training of Trainer and Trainer Certification: Rs. 10000/- Per Faculty
- Trainee Assessment Fee: Rs. 1200/- per Trainee



JRG EDUCATIONAL TRUST
[Handwritten Signature]
Authorized Signatory





India 110

115/29/2

Call

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51AA 212036

MEMORANDUM OF UNDERSTANDING

BETWEEN

FIRST PARTY:

Industrial Collaboration for Excellence (RITE ICE), Radhakrishna Institute of Technology and Engineering (RITE), having its registered office at JRG Educational Trust, IDCO Plot No. 1, Industrial Estate, Barunei, Dist-Khorda, Odisha-752057, hereinafter referred to as the "First Party".

AND

SECOND PARTY:

Mr. Praveen Changoiwala, Son of Shri O M Changoiwala, former General Manager at Navratana Bharat Electronics Ltd, Panchkula, a Public Sector Undertaking under Ministry of Defense, Government of India, residence of Flat No 503, Tower 5B, Suncity Parikrama Complex, Sector 20, Panchkula, Haryana, Pin-134116, hereinafter referred to as the "Second Party".

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered on this 26 day of Nov 2020.

Changoiwala

[Signature]
Principal
Radhakrishna Institute of Technology
and Engineering, Bhubaneswar

Whereas **Radhakrishna Institute of Technology and Engineering (RITE)** is a leading Pvt. Engineering college in Odisha. It is NAAC accredited and offers courses in Engineering and Management. **Industrial Collaboration for Excellence (ICE)**, RITE is a design centre which aims to ensure transfer of knowledge across the industry academic domains and address the technological changes and advancements in the industry to RITE for real time adoption in the curriculum being imparted to the students.

Whereas **Mr. Praveen Changoiwala, Former General Manager at Bharat Electronics Ltd.** is a Subject expert and has a huge experience of developing innovative products for Indian Armed Forces. He has been a successful achiever of consistent growth in turnover and a motivator of a team of more than 500 Aerospace and Defence professionals. Now he is willing to extend his consultancy support to ICE, RITE in terms of technical knowhow, design innovation, dissemination/ sharing domain experience in the Air Defence and Electronic warfare fields.

Whereas the **First Party ICE**, RITE is involved in the design and execution of multidisciplinary consultancy, design and executing multidisciplinary projects on a turnkey basis and the **Second Party** is to be their **Technical Advisor**.

And;

whereas to facilitate the aims and objectives set out herein the parties wish to enter into a Memorandum of Understanding, the contents, covenants and agreements of which are described herein below.

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements hereinafter set forth, the Parties agree as follows:


1. The parties acknowledge and understand the aims and objectives of the **First Party** and in furtherance of that objective the **Second Party** agrees to extend technical advisory services on as and when required basis, for Design Centre, ICE, RITE as an Honorary advisor to the **First Party**.
2. The Parties acknowledge and understand that in furtherance of its objective the **First Party** may need to advertise and extend its outreach; and, therefore the Parties agree that while availing the expertise of the **Second Party**, the **First Party** is free to publicise in all forms of media about this collaboration/MOU and its association with the **Second Party**. If the **Second Party**, wishes to limit the use of these collaborations they need to communicate the same and ICE, RITE will restrict the usage as directed within 3 working days of such communication.
3. The Parties acknowledge and understand the honorary & non-exclusive nature of this MOU and therefore agree that this MOU does not restrict either of the parties from entering into a collaboration with any other party/person/association for this particular service.



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4. To facilitate unlimited sharing of Knowledge and expertise for the aims and objectives set out herein the Parties agree to have regular interaction with each other as per convenience/consent of both parties.
5. Furthering its commitment to the objective set herein both the parties agree that they would endeavor to meet online on a quarterly basis.
6. It is understood and acknowledged by the Parties that the **First Party** may invite the **Second Party**, as per the convenience of the **Second Party**, for guest lectures, Seminars, Workshops and/or for any special occasion, to avail the expertise of the **Second Party**. In such conditions, **First Party** will be bearing the lodging and boarding charges of **Second Party**.
7. The **First Party** while acknowledging the efforts of the **Second Party** in fulfilling his role as a Honorary Technical Advisor agrees to bear all the costs of lodging and boarding of **Second Party** in the circumstance described in clause 6.
8. **Duration**
This MOU will be active for 2 years from the date of Agreement which can be renewed with the consent of both the parties.



The MOU, signed in duplicate with each party receiving one original document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

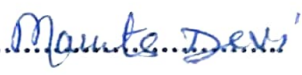

Gp. Capt. K. N. Venkatesh (Retd.)
Director, ICE
Radhakrishna Institute of Tech. and Engineering(RITE)
Idco Plot No-1, Idco Industrial Estate, Barunei,
Bhubaneswar-752057


Mr. Praveen Changoiwala
Former GM at Navratana Bharat
Electronics Ltd.
PSU, Ministry of Defence under GoI

Witnesses:

1. 
2. 

Witnesses

1. 
2.