

This Memorandum of Understanding entered into on 16th of July 2024 at Bhopal between **ITM University Gwalior**, Bhopal (hereafter referred to as **ITM University Gwalior**), imparting and offering educational courses having their headquarters at Bhopal and being represented by its Director which expression shall unless repugnant to the context means and include its successors and assigns of the ONE PART.

And

Centre for Research and Industrial Staff Performance, Bhopal (hereafter referred as **CRISP**), an autonomous organization under the Department of Technical Education & Skill Development, Government of Madhya Pradesh established under Indo-German Technical Cooperation agreement as a registered Society having its registered office Opp. Manas Bhawan, Shyamla Hills, Bhopal, represented through the Director which expression shall unless repugnant to the context mean and intrude its successors and assigns of the OTHER PART.

WHEREAS

The ITM UNIVERSITY has agreed to enter into an MOU with CRISP to recognize and conduct various student centric activities like **Job oriented courses to be taken up as Industrial/Major/Minor/Vocational Trainings, Project Works, Research Methodologies, Seminars, Webinars, Industrial Visit, Placement Assistance** by the students of ITM UNIVERSITY and **FDP** On campus/Off campus.

AND WHEREAS

The parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties have, therefore, agreed now to include in writing these areas of consensus, under this Memorandum of Understanding.

Now this Memorandum of Understanding witnesses the below objective:

Objective:

The main objectives of the MOU between two Institutions are:

- To impart mutually agreed **programmes of trainings, Industrial Visits, Seminars, Webinars and Project works** and other student centric activities like placement assistance in terms of sessions on Resume Writing, Career Counseling through DMIT and as mentioned in WHEREAS for the students of ITM UNIVERSITY.
- To enhance knowledge, skills, attitudes and awareness among the students of ITM UNIVERSITY in their respective fields of specialization for achieving placement.

Scope of Agreement:

With a view to achieve the objectives set forth in the preceding paragraphs, both parties agree to discharge the following responsibilities:

CRISP shall:

- Provide Industrial/Major/Minor/Vocational/Internship training and over all personality development trainings to the students of ITM UNIVERSITY including placement related assistance as mentioned in objective.
- Offer trainings and provide regular information to ITM regarding any upcoming events at CRISP viz. FDP/Seminar/Workshop/Training/Webinar.
- Also offer trainings on the campus of ITM UNIVERSITY, if agreed by both parties on case-to-case basis.
- Extend the benefit of the available infrastructure facilities including classrooms, laboratories, equipment, analytical tools and aids, library besides qualified and experienced faculty.
- Take post training assessment and provide certificates of attainments to the participants on successful completion of the trainings.
- Conduct Webinar/Seminar, Industrial Visit for the students of ITM UNIVERSITY.
- Assist students for attaining the goal of placement through career counseling and resume writing sessions etc.
- CRISP will prepare a calendar in consultation with nominated person from ITM UNIVERSITY for all above mentioned services.

ITM UNIVERSITY shall:

- ITM UNIVERSITY will form batch of *students for Internship/Industrial trainings/ Projects/Seminar/Webinar/Career Counseling* to be conducted by CRISP.
- ITM UNIVERSITY shall send at least 50 trainee students of each branch for training by CRISP in each semester.
- ITM UNIVERSITY has to forward letter to **Director, CRISP** along with list of students in batch and fee details.
- Bring students to CRISP campus for *industrial visit* with prior intimation. CRISP
- Intimate the students to abide by the systems, rules, discipline prevalent on the campus of CRISP.

Implementation Strategy

- Trainings at CRISP will be taken care by CRISP faculties on agreed upon timings and durations in consultation with HoD or faculties of ITM UNIVERSITY.

- Onsite trainings i.e., trainings at ITM UNIVERSITY can be conducted on mutual discussion with HoD of respective branch subject to availability of faculty and feasibility with batch size.
- Certificate will be provided by CRISP after final assessment.
- Students of ITM UNIVERSITY can further visit CRISP of any consultation or discussion with respect to technology, project guidance or career guidance.

Financial Model:

Financial model will be discussed in mutual discussion between both parties on case-to-case basis.

Implementation Authority: On behalf of CRISP, the Director will nominate a representative and on behalf of ITM UNIVERSITY, a representative nominated by the Director shall act as the implementing authorities, for operating the various provisions of this MoU on behalf of their respective organizations. All formal communications will be exchanged only through the nominated representative.

General Terms Agreement:

- Review will be done by the nominated representative in every 3 months on implementation status of activities.
- Both the parties agree that no action/ failure on the part of either party to in act relation to the above MOU will give rise to serve as the basis for any claim, obligation or liability on either side.
- The courses offered by CRISP could vary or strengthened / amended from time to time as mutually agreed and new courses could be added in consultations between the two parties.
- Course fee may change and CRISP will inform change of fees well before in writing to the signing and implementing authority.

Validity of this MOU:

This MOU is valid initially for a period of 12 months starting from the date of signing and can be renewed for a further period on mutually acceptable terms & conditions. This MOU can be terminated on either side by giving a notice of one month in writing to the other party. This MOU shall also stand terminated if either of the parties is declared as insolvent by a court of competent jurisdiction. Any termination as per this clause shall not affect the antecedent liabilities of the two parties prior to the termination.

Confidentiality:

In the course of fulfilling the mutual responsibilities under this MOU, there will be a sharing of information of confidential nature. Both parties hereby agree to maintain such information relating to methods, trade secrets, ideas, products, services, processes, techniques and other proprietary information in strict confidence and not divulge such aspects in any manner to any other party besides the top Management at the ITM UNIVERSITY.

Notices:

All notices and communications concerning this MOU shall be sent to the respective addresses of the parties as above.

Assignments:

Neither party shall assign any or all their rights and obligations under this MOU without the prior written consent of the other.

Amendments:

Any amendments to this MOU shall be in writing and duly signed by both the parties.

Ownership:

Intellectual property rights, titles of ownership of any products, proprietary information or technology shall not be transferred from one to another on account of use of the same as part of any work under this MOU and shall always remain with the original owner of the same.

Costs:

Both the parties shall bear their respective costs arising out of performance of their obligations under this MOU.

Resolution of Disputes:

Any dispute (s) arising out of or in connection with this MOU shall be resolved amicably between the authorized representatives of both the parties failing which such dispute(s) shall be addressed to Director, CRISP & Director ITM UNIVERSITY whose verdict will be final and binding on both the parties.

Commitments:

ITM UNIVERSITY or CRISP shall make commitments of binding the other party in any manner with any customer only with prior written consent of the other party.

Force Majeure:

Neither ITM UNIVERSITY nor CRISP shall be liable for non-performance of any or all their obligations under this MOU due to reasons of "Force Majeure" and / or reasons beyond their reasonable control.

Integration:

This MOU contains the entire understanding between the two parties and supersedes any prior written or oral MOUs between them.

Waiver:

No failure or delay on the part of either party in exercise of any right or privilege hereunder shall operate as a waiver thereof or on the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude the other or further exercise thereof in respect of any other right or privilege.

Severability:

If any provision of this MOU is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

Non-Solicitation:

During the terms of this MOU or its termination, neither party shall, without the prior written consent of the other party, canvass or solicit for direct or indirect employment of any employee of each other or proceed with any application by or on behalf of that employee for direct or indirect employment. Neither party shall procure any third party to do any of the aforesaid acts.

Both the parties shall exchange between themselves the information as and when required, by any one or both Viz. PAN Details, GST details etc.

MoU CRISP & ITM University

In witness whereof the parties have signed this Memorandum of Understanding on the day, month and year first hereinabove written.


For ITM UNIVERSITY


REGISTRAR
ITM UNIVERSITY
WARRIOR (M.P.)
DR. OMVEER SINGH
(REGISTRAR)


For CRISP


MR. RAJESH MAHESHWARI
(CMO)


Witnesses:


Dr. Shyam Akashe
@cam ICP

Witnesses:


Chetan Chauhan
9981181567