



SYNERGEM



MEMORANDUM OF UNDERSTANDING

THE AGREEMENT

This AGREEMENT made and entered into on 12th of December, 2019 between

SYNERGEM (SYN), an Energy, Automotive, Design and Inspection Training institute registered in India under the Indian Companies Act 1956. Recognized by Central Electricity Authority, Under Ministry of Power, Govt of India from 2010 – 2015. Strategic associate partner of Jindal Institute of Power Technology for conducting specialized training modules on Energy Sector. Authorized training Partner of AUTODESK. Regional Partner for Formula-1 STEM Education (F1 in schools & Colleges). An ISO 9001:2015 Certified organization, having its head office at 40-6-31/A, 1st Floor, Sushma Plaza, Opp Fortune Murali Hotel, Labbipet, Vijayawada 520010, Andhra Pradesh (Hereinafter referred to as the "INSTITUTION" which expression shall where the context so admits include its successors and permitted assigns) of one part

and

Godavari Institute of Engineering and Technology (GIET)- an Autonomous institute Approved by AICTE, Permanently Affiliated to JNTU Kakinada, Accredited by NAAC - A+ and NBA. College was established in 1998 and having its campus at NH - 16, Chaitanya Knowledge City, Rajahmundry-533296 Andhra Pradesh, India. (Hereinafter referred to as "ASSOCIATE" which expression shall where the context so admits include its successors and permitted assigns) of the other part.

The agreement is operated through Chief Executive Officer of The INSTITUTION and Principal of The ASSOCIATE. This proposal is on establishing Center of Excellence on Non Destructive Testing- NDT and effective relationship in the larger interest of the sector.

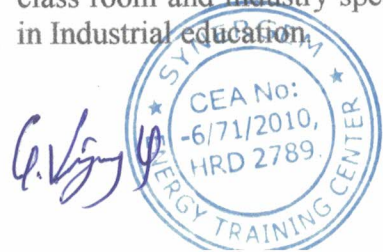
SCOPE

WHEREAS The INSTITUTION is engaged in providing industrial training, skill development, consultation and has strength in development and delivery, innovations and inspection technology trainings etc. particularly in the areas of Energy, Automotive, Inspection and Design. Institution has approached The ASSOCIATE to establish Center of Excellence on Non Destructive Testing- NDT and effective relationship in the larger interest of the both parties.

and

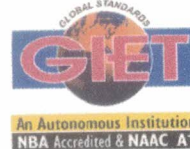
WHEREAS the ASSOCIATE is a premier professional educational society, devoted to the advancement of Science and Technology in Mechanical, Automotive, Mining, Civil, Electronics, Telecommunications, Information Technology, Computer Science and other related disciplines, has agreed for this mutual association.

Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting the Energy, Automotive & Design sector through skill enhancement of the Technical and Engineering students through class room and industry specific practical training ensuring quality delivery towards excellence in Industrial education.





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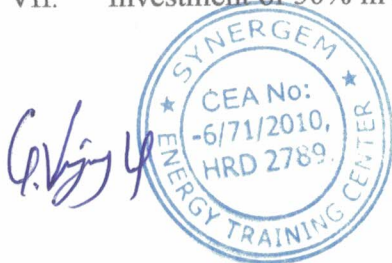


OBJECTIVES

- Design, develop and deliver programs ensuring required quality in QA/QC & NDT domain which in turn will lead to professional courses as per the industry requirements and making aspirants employable.
- To be quality skill enhancement partner and projects/ Inspection services provider for corporate and government agencies.
- Utilization NDT COE for doing Mini Projects, Academic Projects, Case studies, Live projects, M.Tech projects, Phdresearch etc.
- Organizing Faculty Development Programs or Faculty Deployment programs, workshops /conferences and personality development for institutions, corporate companies and individual faculty/ Students / Employee.
- Improve academia- Industry interaction by delivering special guest lectures by industrial experts.
- Working closely with industry for establishing the curriculum as per its requirements and also with academia in order to enhance the quality of Technical and Engineering education in the country.
- Enhancing skills of students/aspirants through internship and vocational training.
- Playing an effective role in implementing AICTE rule of providing internships for under graduate students.
- Also setting up a "Centre of Excellence" on NDT in order to enhance the competency level of aspirants and the faculty for Technical & Engineering education.
- Enhancing skills of students/aspirants through internship and vocational training.
- Playing an effective role in implementing AICTE rule of providing internships for under graduate students.
- Placement support to students in leading core industries.

ROLE OF THE INSTITUTION

- I. Establishment of NDT Laboratory with all set of machinery, Equipment's, Specimens, Standard blocks, Repot format sets etc in ASSOCIATE premises.
- II. Establishment of Library with all set of advanced books like NDT, Welding, Metallurgy, Mechanical Department, Industry Reports, Codes and Standards etc in ASSOCIATE Premises.
- III. The INSTITUTION shall utilize its strength to align with various skill development programs and initiatives to meet the objectives of The ASSOCIATE. It shall accordingly design and deliver various programs within the overall scope of MoU.
- IV. The quality delivery is the responsibility of The INSTITUTION and The ASSOCIATE would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the ASSOCIATE.
- V. The INSTITUTION shall design, develop and provide required course materials & practical training to the students.
- VI. The INSTITUTION shall market the programs to make them successful. It shall also guide and support the students for proper placement.
- VII. Investment of 50% in establishing NDT COE.





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ROLE OF THE ASSOCIATE

- I. The ASSOCIATE shall provide the available infrastructure & basic amenities such as electricity, water, telephone, etc.; suitable and ready for delivering the training courses and other activities in conjunction with the INSTITUTION in the scope.
The ASSOCIATE shall provide a workable space/ room with basic amenities for the staff of The INSTITUTION to facilitate marketing & related activities for successful outcome of joint activities.
- II. The ASSOCIATE shall help to develop market through its existing established network and would support in marketing exercise.
- III. The ASSOCIATE shall nominate a coordinator as a point of contact (POC) for INSTITUTION for proper operation of MoU.
- IV. The ASSOCIATE shall treat INSTITUTION as a training partner for joint activities for mutual benefits.
- V. Investment of 50% in establishing NDT COE.

JOINT RESPONSIBILITIES:

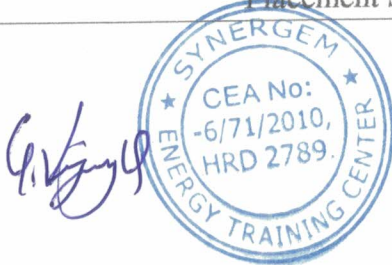
1. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
2. Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.
3. Technical workshops/ promotional workshops within the scope of the MoU.
4. Assessment of the courses shall be carried out jointly by both the parties.

MARKETING / PROMOTIONAL ACTIVITIES

1. INSTITUTION can promote ASSOCIATE logo & name as "Venue & Academic Partner"
2. ASSOCIATE can promote INSTITUTION logo & name as "Industry & Training Partner"
3. Both parties can do promotional activities for their individual / joint programs.
4. Both parties can do Direct Marketing activities (say advertisements in digital & print media platforms, arranging an event at the ASSOCIATE).

FINANCIAL MUTUAL ARRANGEMENT

S.No	Particulars	Duration	Charges
Industrial Training Programs / Activities for GIET Students & Faculty			
01.	ASNT Level II –NDT Training (Methods- LPT, MPT, RT, UT, VT)	As per ASNT-SNT-TC-1A standards	Rs. 1999/-
02.	Quality Assurance & Quality Control Training	As per ASME Standards	Nil
03.	B.Tech Projects	As per mutual discussion	Nil
04.	Seminar / Guest Lectures	As per mutual discussion	Nil
05.	Workshops	As per mutual discussion	Nil
06.	Faculty Training Program by Industry Experts in College	As per mutual discussion	Nil
	Industry Expert as Guest Faculty *	As per mutual discussion	YES
	Internship Support *	As per AICTE Norms	Nil
	Placement Support *	As per mutual discussion	Nil



Industrial Training Programs / Activities for other college Students & Faculty

07.	ASNT Level II –NDT Training	As per ASNT-SNT-TC-1A standards	Rs. 6,999/-
08.	Quality Assurance & Quality Control Training	As per ASME Standards	Rs 2,999/-
09.	B.Tech Projects	As per mutual discussion	Rs 1,999/-
10.	Seminar / Guest Lectures	As per mutual discussion	Yes
11.	Workshops	As per mutual discussion	Yes
12.	Internship Support at COE	As per AICTE Norms	Rs 499/-
13.	Faculty Training Program by Industry Experts in College	As per mutual discussion	Yes

1. Course fee shall be decided in mutual agreement by both the training partners for all the programs to be conducted jointly for outside colleges / Students by SYNERGEM (SYN) with Godavari Institute of Engineering and Technology (GIET).
2. For courses conducted for GIET students through COE will be provided at nominal charge mentioned above.
3. Accounts shall be maintained by The INSTITUTION, and by The ASSOCIATE.
4. Direct Marketing cost (say advertisements in newspaper, arranging an event at the INSTITUTION related to COE) shall be borne by ASSOCAITE.
5. Revenue sharing mechanism for Outside students / Colleges:
 - A. The INSTITUTION, FDNDT: 50%
 - B. The ASSOCIATE (GIET): 50%
6. The revenue sharing shall be done within 15 days once the payment is realized.
7. The INSTITUTION shall not be liable for discharging any financial commitments made by the ASSOCIATE or vice-versa.
8. Course fee and registration fee is non-refundable.
9. GST is applicable on all programs at actuals as per Government GST Policy.

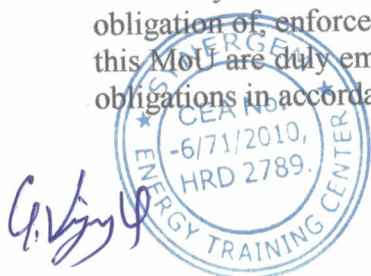
DURATION AND TERMINATION OF AGREEMENT

MOU shall be effective from the date of signing and shall remain in force for a period of Five years. It shall automatically be renewed for next three years until & unless discontinued by either party.

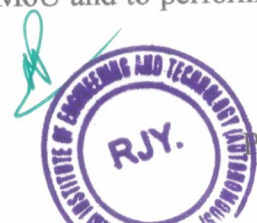
In case the ASSOCIATE intend to terminate the contract, it shall communicate the INSTITUTION six months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is obligation of the ASSOCIATE to make it successful.

GENERAL PROVISIONS

- I. Both the Parties have full power and authority to enter into this MoU and take any action execute any documents required by the terms hereof; and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.



Handwritten signature and circular stamp of SYNERGEM Energy Training Center, dated -6/71/2010, HRD 2789.



Handwritten signature and circular stamp of Godavari Institute of Engineering and Technology (GIET), dated RJY.



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- II. This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
- III. The ASSOCIATE & The INSTITUTION shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.
- IV. The ASSOCIATE shall strictly follow the INSTITUTION norms, rules and regulations for conducting the programs and shall maintain the INSTITUTION high standards.
- V. All courseware provided by the ASSOCIATE is its copy right. Confidentiality of same shall be maintained and the INSTITUTION should ensure it is not replicated in the other Centre's or outside.
- VI. Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
- VII. Both parties shall promote the arrangement and courses through respective websites

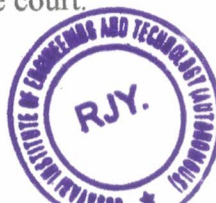
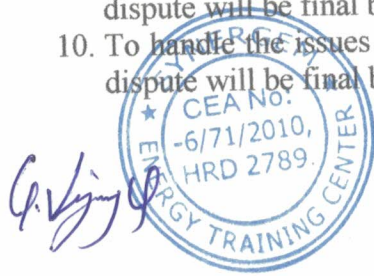
STEERING COMMITTEE

The MoU Provisions for constitution of a steering Committee with the following constitution with a view to operate the agreement quite meaningfully and successfully:

- | | |
|---|-------------------|
| 1. Chief Executive Officer, INSTITUTION | Panel Head Member |
| 2. Managing Partner, INSTITUTION | Member |
| 3. Managing Partner, INSTITUTION | Member |
| 4. Principal, ASSOCIATE | Panel Head Member |
| 5. HOD Mechanical, ASOCIATE | Member |
| 6. HOD Automobile, ASOCIATE | Member |
| 7. HOD Petroleum, ASOCIATE | Member |
| 8. HOD Mining, ASOCIATE | Member |

NB: The quorum of the meeting of the steering committee shall be the Principal plus FOUR members. In the absence of Panel Head Member's, other panel members shall chair the steering committee. The functions of the steering committee shall be to oversee the planning and meaningful execution of the Agreement as delineated below:

1. To ensure effective collaboration with industry for improved employability.
2. To participate effectively and get integrated with various companies and colleges.
3. To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to industry with updated employable knowledge.
4. To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
5. To work for certification & recognition of the programs and issuing certificates jointly.
6. To provide guidance, direction and approval regarding methodology for marketing of programs and training courses.
7. To carryout detailed period review of the progress made and handles the issue extension or termination of the agreement based on the review.
8. To suggest and approve amendments in MoU, if so required.
9. To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.
10. To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.



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FORCE MAJEURE

The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of Godavari Institute of Engineering and Technology, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitles to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

NOTICES

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).

ARBITRATION

- In the event of a dispute between the ASSOCIATE and the INSTITUTION arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations
- In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.
- Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Andhra Pradesh, India. Jurisdiction shall be Court of Rajahmundry.

Each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.


THE INSTITUTION

SYNERGEM




THE ASSOCIATE

Godavari Institute of Engineering
and Technology

