



RAK
CERAMICS

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**SKILL DEVELOPMENT DEPARTMENT
GIET (A) & RAK CERAMICS INDIA PVT., LTD.,**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS
AND RESEARCH**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 1st day of February, 2023 – Two Thousand and Twenty Three, by and between

Name and Address of Institution, the First Party represented herein by its Name of Competent Authority / Representative (hereinafter referred as '**First Party**', the Institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Name and Address of Institution, the Second Party, and represented herein by its Zonal / Divisional Head, **Name of Competent Authority / Representative**, (hereinafter referred to as '**Second Party**', company which expression, unless excluded by or repugnant to the subject or context shall include its successors– in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

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WHEREAS:

- A. First Party is GIET (A), Rajahmundry
Godavari Institute of Engineering & Technology (Autonomous)

Providing Skill Based Training, Education and Research in Rajahmundry, A.P., India.

- B. Second Party is RAK Ceramic India Pvt., Ltd.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

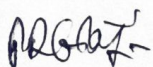
- 1.1. Both Parties are united by mutual interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information-that may be relevant to secure additional opportunities for one another.
- 1.2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the Faculty and students of First Party and Technicians and Engineers and other Executives of Second Party in providing significant inputs to them in developing suitable Teaching / Training systems, keeping in mind the knowledge and skill needs of the both Parties.
- 1.3. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate and collaborate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

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CLAUSE 2**SCOPE OF THE MOU**

- 2.1. Technological Support:** The budding Graduates from the GIET (A) will be supported in technological applications Research innovation and competitiveness for better careers. Both parties believe that close co-operation between the two would be of major benefit to the both parties to enhance the skills and knowledge particularly in the areas of Instrumentation, Ceramic Technology, Quality Initiatives, TQM (Total Quality Management), TPM (Total Productivity Management) etc.,
- 2.2. Curriculum Design:** Second Party will give valuable inputs to the First Party in Teaching and Training methodology and shall conduct interactive trainings so that the students fit into the industrial scenario meaningfully without losing much time.
- 2.3. Industrial Exposure:** Both organizations will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit their company and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and Faculty through this association will build confidence and prepare the students to have a smooth transition from academics to working career. The Second Party will provide its Labs / Workshops / Industrial Sites if possible as per their convenience for the hands-on training of the learners enrolled with the First Party.
- 2.4. Research and Development:** Both Parties have agreed to carry out the joint Research activities in the fields of Management, Training, Business & Entrepreneurship, Technology, Quality Initiatives, TQM, TPM, Ceramics Technologies etc., areas.
- 2.5. Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them Industry ready.
- 2.6. Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures and trainings to the students and Faculty Members of the First Party on the technology trends and in house requirements.
- 2.7. Faculty Development Programs:** Second Party to train the Faculty Members of First Party whenever possible for imparting training as per the Institution requirements considering the National Occupational Standards in the concerned sector, if available.
- 2.8. Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into Internships / jobs; and will facilitate placements whenever feasible.
- 2.9. Approvals:** Both Parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.



- 2.10. Financial Commitment:** There is no financial commitment on the part of the Second party, and the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt with separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1.** Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

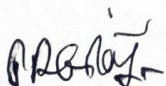
CLAUSE 4 VALIDITY

- 3.2.** Both Parties may terminate this MOU upon 30 calendar days notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 3.3.** It is expressly agreed that **First Party and Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a Partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party



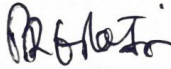
Second Party



Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Rajamahendravaram.**

AGREED:

For Skill Development Department,
GIET (A),
Rajahmundry - 533296.
Andhra Pradesh.



Dr. PRK RAJU
DIRECTOR (SKILL DEVELOPMENT)
GIET (A),
Chaitanya Knowledge City, NH-16,
Rajahmundry - 533296. Andhra Pradesh.

Dr. PRK RAJU
Director (Skill Development)
GIET (A), RAJAHMUNDRY.

For RAK CERAMICS INDIA PVT., LTD.,
Samalkot - 533440
Andhra Pradesh.



SHRI T. NIRAJ KUMAR
Head – HR & Administration,
ADBI Road,
Samalkot – 533 440.
Andhra Pradesh.

