# MEMORANDUM OF UNDERSTANDING (MoU)

### **BETWEEN**

RAJKIYA ENGINEERING COLLEGE, AMBEDKAR NAGAR

&

LCB FERTILIZERS PRIVATE LIMITED

**FOR** 

AGREEMENT UNDER THE NATIONAL

SKILL QUALIFICATION FRAMEWORK (NSQF)

OF THE

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION







# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as the MOU) is entered into on this 07 day of October, Year 2021 by and between Rajkiya Engineering College. Ambedkar Nagar, Pincode 224122 the first Party represented herein by Director, Rajkiya Engineering College (REC), Ambedkar Nagar (hereafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject of context shall include its successors in-office, administrators and assigns).

#### AND

LCB Fertilizers Pvt. Ltd., the Second Party, and represented herein by Shri Akshay Kumar Shrivastav, Managing Director, LCB Fertilizers Pvt. Ltd. Gorakhpur Uttar Pradesh (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').

#### WHEREAS:

- A) First & Second Party are a Higher Educational Institution and Agriculture Business fertilizers named as:
  - (i) Rajkiya Engineering College, Ambedkar Nagar.
  - (ii) LCB Fertilizers Private Limited, Gorakhpur, UP 273015
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources on further mutual agreements and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Joint Development of Projects Technical Proposals in the area of Agriculture/ Agribusiness.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

Second party LCB Fertilizers Private Limited, Gorakhpur is Agriculture Agribusiness company producing crop specific, time specific one time use agriculture practice products such as biofertilizers, organic insecticides, nano-coated seeds, capsules other electronic and hardware devices for agriculture sector. LCB also help farmers by providing consultancy in sector of agriculture from sowing to market outreach pagribusiness.

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F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

#### CLAUSE - 1 CO- OPERATION

- Both Parties are united by common interests and respective objectives, and they shall establish channels of communication and co-operation that will promote and advance them with respective opportunities and shall share all information that may be relevant to section additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculties of both institutions providing significant inputs to each other in developing suitable teaching/training systems, keeping in mind the needs of the industry and society.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall as promptly as is reasonablypractical 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.

#### CLAUSE-2 SCOPE OF THE MOU

- 2.1 The budding graduates from the Institution could play a key role in technological upgradation, innovation and competitiveness of any industry. Both parties believe that close cooperation between the two would be of a major benefit to the student community and enhance their skills and knowledge.
- 2.2 **Training Methodology**: Second party will give valuable input tot the first party in teaching/training methodology through offer of projects internships/ industrial training and placements along with social connectivity with different FPC/ FPO, NGOs and other organisations so that the students fit into the industrial scenarios meaningfully by registering themselves a centre of innovation and excellence "BHAGYODAYA" as established at the campus of the First Party.

Industrial training and visits: Industry and Institutional interaction will give an insight to the latest developments/requirement of the industries, the Second party permit the faculty and the students berillitz training to visit its group companies and z

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- also involve in the industrial training programs for the first party through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second party may provide us labs/ workshops/ industrial sites for the hands-on training of the learners enrolled with the First party.
- 2.4 **Research and Development**: Both parties have agreed to develop certain work practices to lay out the joint research activities in the related domains.
- 2.5 Skill Development Programs: Second party shall establish under the umbrella of centre of innovation and excellence at the campus of First Party "BHAGYODAYA" to train and expose the students of the First party through mutually decided programs 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 to the students of the First party on the technology trends and in house requirements, if requested.
- 2.7 Both parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein.
- 2.8 There is no financial commitment on the part of any parties to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

## CLAUSE-3 INTELLECTUL PROPERTY

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

#### CLAUSE-4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period" First Party Rajkiya Engineering College, Ambedkar Nagar, will take effective steps for implementation of this MoU. Any act on the part of First Party and the Second Party post termination of this Agreement by way of communication, correspondence etc. shall not be construed as an extension of this MoU.
- 4.2 Both Parties may terminate this MoU upon 60 calendar days' notice in writing. In the event of termination, both parties must discharge their obligations.

LCB FERTILIZERS PVT. LTL

Authorised Signatory

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## CLAUSE-5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MoU as 5.1 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 of liability, expressed or implied, on behalf of the other party without the prior written consent of the other party. Neither Party shall have, not 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 partyto pledge the other Party's credit, on to extend credit on behalf of the other Party.

Rajkiya Engineering College, Ambedkar Nagar. First Party

LCB Fertilizers Pvt. Ltd Gorakhpur. 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 High court Allahabad.

#### AGREED:

For and on behalf of.

Rajkiya Engineering College, Ambedkar Nagar.

For and on behalf of.

LCB Fertilizers Pvt. Ltd Gorakhpur,

Authorized Signatory

Rajkiya Engineering College, Ambedkar

**Authorized Signatory** 

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Nagar

Address:

Ambedkar Nagar,

Address:

H.NO. 657/x SHYAM VIHAR PHASE 2, RANI SATI MANDIR ROAD.

LCB Fertilizers Pvt. Ltd Gorakhpur,

LACHCHHIPUR, GORAKHPUR-27. Phone-7905756156, 9454273086

e-mail: lcbfertilizers(a)gmail.com

Website: lcbfertilizers.com

Website: www.recabn/ac./n

U.P. Pincode, 224122

Rajkiya Engineering College

e-mail: director@recabnad.in

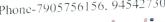
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# LCB Fertilizers Private Limited

H.NO. 657/x SHYAM VIHAR PHASE 2,

RANI SATI MANDIR ROAD, LACHCHHIPUR, GORAKHPUR-273015 Phone-7905756156. 9454273086







Dear Sir,

This is with reference to our discussion during the entrepreneurship development workshop at REC Ambedkar Nagar on  $7^{th}$  of October 2021, please find attached the MOU as shared to work with REC Ambedkar Nagar, please find the action plan of activity which shall define our collaboration

#### **Action Plan of Activities**

- 1. LCB Fertilizers will adopt all the green plants in the campus and will provide our products for the period one year through its regional office as established.
- 2. Provide project/technical, marketing, and field internship to college students
- 3. To serve as a hub for agriculture technology & related development techniques
- 4. Create & develop skills specifically to the field of sustainable agriculture and waste management.
- 5. To work under the umbrella of centre of innovation and excellence "BHAGYODAYA" as established at REC a local start-up hub to guide entrepreneurs & small scale industries of the region & provide them networking & skill development opportunities & also the engage with each other.
- 6. Encouraging social sector interventions like in Swachh Bharat Abhiyan, forestation & rural development
- 7. Facilitating visits by students to active work sites & business studies to give them a real world exposure.
- 8. Inform about various technologies & processes used in the company or that the company has knowledge
- 9. Making students understand the role of social, historical & ethical sides of Business & commercial
- 10. Working towards developmental schemes& business models for the weaker sections of the society& rural development.
- 11. To scout innovations available in a rural and urban setup & develop them into successful products & services as a Business incubator.
- 12. To promote interdisciplinary research with the involvement of all the available research capabilities of the university

Looking forward to your guidance and cooperation, please find enclosed three sets of MOU duly singed and stamped on behalf of LCB Fertilizers Pvt Ltd

Thanking you

Your truly

Akshay Kumar Shrivastav

