

**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN

RAJKIYA ENGINEERING COLLEGE, AMBEDKAR NAGAR

&

OORJAgam India Pvt Ltd, Greater Noida

FOR

AGREEMENT UNDER THE NATIONAL

SKILL QUALIFICATION FRAMEWORK (NSQF)

OF THE

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION



OORJAgam India Private Limited

[Handwritten Signature]
Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as the MOU) is entered into on this 02 day of August Month, Year 2021 by and between **Rajkiya Engineering College, Ambedkar Nagar, Pin code 224122** the first Party represented herein by **Director, Rajkiya Engineering College, 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).

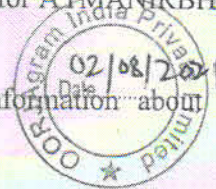
AND

OORJAGram India Pvt. Ltd., the Second Party, and represented herein by **Managing Director, OORJAGram India Pvt. Ltd.** (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).

WHEREAS:

- A) First & Second Party are a Higher Educational Institution named:
 - (i) **Rajkiya Engineering College, Ambedkar Nagar.**
 - (ii) **BHAGYODAYA - OORJAGram India Pvt Ltd, Greater Noida**
- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) OORJAGram India Pvt Ltd, Greater Noida is Rural Infrastructure Services and Co Management in the area of Energy Access and Energy Distribution using smart IoT based Solutions for O&M, Revenue Stream Management and Agribusiness from Aggregation, Upskill and Empowerment for Resource Creation for ATMANIRBHAR Bharat.
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.



Sandeep

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 common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective opportunities and shall share all information that may be relevant to their 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 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 terms 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 to the first party in teaching/training methodology so that the students fit into the industrial scenarios meaningfully by establishing a centre of excellence "BHAGYODAYA" at the campus of the First Party.
- 2.3 **Industrial training and visits:** Industry and Institutional interaction will give an insight to the latest developments/requirement of the industries, the Second party to permit the faculty and the students of the first party to visit its group companies and 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

Sandeep

Director
Ambedkar Nagar (U.P.)-224102

02/05/2020
Date provided us

Director
OORJA India Private Limited

- 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 a centre of excellence at the campus of First Party "BHAGYODAYA" train 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 **Faculty Development Programs:** Second party to train the faculties of the First party for imparting training as per the industrial requirement considering the National occupational standards in concerned sector, if available.
- 2.8 Both parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein.
- 2.9 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.

Sandeep



OORJAGRAM INDIA PRIVATE LIMITED

[Signature]
Director

CLAUSE-5
RELATIONSHIP BETWEEN THE PARTIES

5.1 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 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 party to pledge the other Party's credit, on to extend credit on behalf of the other Party.

Rajkiya Engineering College, Ambedkar Nagar. First Party

OORJAgam India Pvt Ltd, Greater Noida. 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.



Authorized Signatory

Rajkiya Engineering College, Ambedkar Nagar

Address:

Rajkiya Engineering College
Ambedkar Nagar,

U.P. Pincode.224122

e-mail: director@recabn.ac.in

Website: www.recabn.ac.in



For and on behalf of.

OORJAgam India Pvt Ltd, Greater Noida,



Authorized Signatory

OORJAgam India Pvt Ltd, Greater Noida



Address:

1G-804, AWHO Township, Gurjinder Vihar,
Chi-1, P-5, Greater Noida, NCR, India.

Phone: 0120 - 4299318

e-mail: reachus@oorjagram.in

Website: www.oorjagram.in

OORJAgam India Private Limited



Director