



SHIVAAY
CONSULTANCY SERVICE



(AN ISO 9001:2015 CERTIFIED COMPANY)

Material Testing Laboratory & Engineering Services
(Mechanical, Chemical, NDT)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on **Day, 15/04/2016**

Between

Shivaay Technocrat Service, a Company duly organized and existing under the laws of India having its registered office at 48 Shri Ji Nagar, Durgapura, Jaipur (hereafter referred to as "**Shivaay Technocrat Service**", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on FIRST PART

And

Civil Engineering Department of **Rajasthan College of Engineering For women**, Jaipur- 302026 (hereinafter referred to as "**RCEW, JAIPUR**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on SECOND PART

AND WHEREAS, "**Rajasthan College of Engineering For women**" is among the noteworthy academic institutes of Jaipur offering UG program in Civil Engineering, and UG and PG programs in Electrical Engineering, Electronics and Telecommunication Engineering and Computer Engineering.

AND WHERE AS, **Shivaay Technocrat Service**, is a company, engaged in Civil Engineering consultancy service and where both "**Rajasthan College of Engineering For women**" and **Shivaay Technocrat Service** are desirous of associating with each other to expertise students of Rajasthan College of Engineering For women

On Material testing and Non Destructive testing of structures as an addition to curriculum in co-ordination with Faculties & HoD.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **Rajasthan College of Engineering for Women** and **Shivaay Technocrat Service** as under.

1.0 Definitions and Interpretation

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between **Rajasthan College of Engineering for Women** and **Shivaay Technocrat Service** on 15/04/2016.
- 1.2 "Party" or "Parties" shall mean **Rajasthan College of Engineering for Women** and **Shivaay Technocrat Service** individually and collectively as the context may require;
- 1.3 The headings/sub headings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 Focus Area

- 2.1. **Student Internship of Final Year**
- 2.2. **Engineering Consultancy**
- 2.3. Cost to all such Activities, Trainings, Industrial Lectures & Site visits to be borne by student of Rajasthan College of Engineering for Women



3.0 Responsibility Structure

- 3.1 **Rajasthan College of Engineering for Women** shall provide transportation for student to reach at shivaay's office.
- 3.2 **Shivaay Technocrat Service** shall be responsible for arrangements & co-ordination for supply of Industry Expertise, Design training program, with the labs and other research equipment available in the lab.
- 3.3 Process of Industry Internship Program as well as Visits in co-ordination with staff & HoD Civil Department of Rajasthan College of Engineering For women
- 3.4 **Rajasthan College of Engineering for Women** shall create awareness amongst its students for promotion of the activity specially Internship Program.

4.0 Certification

- 4.1. Upon completion of the Internship, Shivaay Technocrat Service & Rajasthan College of Engineering For women will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified with completion certificate.

5.0 Relationship

This MOU relates solely to the intention of the parties, wherein **Rajasthan College of Engineering for Women** and Shivaay Technocrat Service jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.



6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

7.0 Confidential and Proprietary Information

7.1 "Confidential Information" shall mean all information, including the material and licenses or other information if any so given to **Rajasthan College of Engineering For women**, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **Shivaay Technocrat Service** and disclosed by **Shivaay Technocrat Service** to **Rajasthan College of Engineering For women** or its faculty which is related to **Shivaay Technocrat Service** information such as course material, training data, guidance notes, procedures, methodology, etc.

7.2 **Rajasthan College of Engineering For women** shall hold in trust and confidence for **Shivaay Technocrat Service** all confidential information provided by **Shivaay Technocrat Service** and **Rajasthan College of Engineering for Women** shall not disclose to any person or use such information for any purpose other than defined in this MOU. **Rajasthan College of Engineering For women** shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from **Shivaay Technocrat Service** and shall return/destroy all such information at the termination of the contract. By disclosing this information to **Rajasthan College of Engineering for Women**, **Shivaay Technocrat Service** does not grant any expressed, implied or other license or right to **Rajasthan College of Engineering for Women** to propagate the information. **Shivaay Technocrat Service** hereby grants **Rajasthan College of Engineering for Women** an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the **Rajasthan College of Engineering for Women** students.



7.3 **Rajasthan College of Engineering for Women** shall not disclose **Shivaay Technocrat Service** confidential information without first obtaining written consent from **Shivaay Technocrat Service**.

8.0 Termination

5 year from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be in valid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted bylaw.

12.0 Arbitration

12.1 All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.



12.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **Rajasthan College of Engineering for Women** and Partner, **Shivaay Technocrat Service** or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

12.3 The place of arbitration shall be Pune. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Law of the Land.

14.0 Notices

14.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to **Shivaay Technocrat Service**,

**Office Address:48
Shri ji Nagar, Durgapur, Jaipur**

College Address
Rajasthan College of Engineering for Women, Bhankrota, Jaipur
pin-302026

14.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.



15.0 Entire understanding

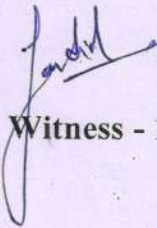
This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

For Shivansh Technocrat Service



Name : Mr. Arihant Khicha
Designation: Training & Placement Office,
RCEW




Witness - 1

Witness - 2

Name:
Jaydish Nayden

Name: