



उत्तर प्रदेश UTTAR PRADESH

GP 313792

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 7th day of February, 2024.

BETWEEN

Deen Dayal Upadhyaya Gorakhpur University represented herein by its Vice Chancellor, **Prof. Poonam Tandon** or any other signing (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

Twintech Engineering & Design Technology Pvt. Ltd., Bhubaneswar, Orissa represented herein by its Director, **Mr. Niranjana Kumar Singh** (here in after 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) The First Party is a Deen Dayal Upadhyaya Gorakhpur University, established in 1957 and the first University to be established in Uttar

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Kumar
7/2/24

Handwritten signature and date:
Kumar Singh
7/2/24

Uttar Pradesh after Independence has been approved by the Uttar Pradesh state university Act 1973.

- B) The Second Party is Autodesk authorized training provider company in different fields of engineering. The company was established in 2007 and is a private limited ISO certified company. The registered office of the company is situated in Bhubaneswar, Odisha.
- C) Both Parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- D) Both Parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- E) Both Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

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

CLAUSE 1: SCOPE OF 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 operations to achieve their Institutional objectives. They 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 Co-operation between the two Parties will facilitate effective utilization of the learning resources providing significant inputs in developing suitable teaching/training systems, keeping in mind the needs of the industry. It will help the faculties of First Party suitably customize the course curriculum so that the students fit into the industrial scenario meaningfully.
- 1.3 Both Parties shall plan the Skill/Technology/Entrepreneurship training for the students with mutual consultation. The fees for training programmes shall be mutually decided based on the relevant factors and considering the

long term objectives of the Business Agreement. A certificate will be issued by the Second Party to the students on the successful completion of the training programme.

- 1.4 Second Party shall extend its support and facilities to the students of the First Party to design/complete their final year projects. First Party shall appoint a suitable guide as a mentor for such students.
- 1.5 Second Party will assist to the extent possible in providing Internship and Placement opportunities to the students of First Party.
- 1.6 Second Party will permit the Faculties of First Party to utilize its facilities to carry out the joint research/project/consultancy activities in the field of engineering.
- 1.11 Both Parties shall appoint a nodal officer for mutual correspondence and coordinating the activities under this MOU.
For First Party: Director, Institute of Engineering and Technology, Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur
For Second Party: Director, Twintech Engg. & Design Tech., Bhubaneswar

CLAUSE 2: GENERAL AGREEMENT

- 2.1 There is no financial commitment on the part of either Party to take up any programme mentioned in this MOU. If there is any financial consideration, it will be dealt separately.
- 2.2 It is expressly agreed that both the Parties are acting under this Understanding as independent contractors, and their relationship established under this MOU shall not be construed as a partnership.
- 2.3 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.
- 2.4 Neither Party shall have, nor represent itself as having, any authority under the terms of this Understanding 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.
- 2.5 This MOU is valid with effect from the date of the last signature at the end of the document.

- 2.6 This agreement may not be amended without the prior written consent of both the Parties.
- 2.7 This Agreement will be valid for five years. However, it can be extended by mutual agreement. During the agreement period both parties will take effective steps for implementation of this MOU.
- 2.8 Either Party may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.
- 2.9 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved amicably between the Parties through mutual consultations. This MOU does not create any legal rights or obligations under any international or domestic law upon either Party.

AGREED:

For Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur

For Twintech Engineering & Design Technology Pvt. Ltd.

Poonam Tandon
7/2/24

Niranjan Kumar Singh
07/02/24

(Prof. Poonam Tandon)
Vice Chancellor

(Mr. Niranjan Kumar Singh)
Director

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Bhubaneswar, Odisha - 751 001
Contact: 9040008820



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Web: www.twintech.co.in

Vice Chancellor:
D.D.U. Gorakhpur University,
Gorakhpur (U.P.) -273009

Witness where both the parties have set their hands here to on 7th day of February, 2024.

Witness 1: *Umesh Yadava*
7/2/24
(Prof. Umesh Yadava)
Director, IET

Witness 1: *Niranjan Kumar Singh*
07/02/2024

Witness 2: *[Signature]*
7/2/24
Coordinator (Coll. & Cons)

Witness 2: *[Signature]*
7/2/24