MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on **Day**, **DD/MM/YYYY**

Between

Purnea College of Engineering, a Government Engineering College run under Department of Science, Technology & Technical Education, Patna Bihar (hereinafter referred to as "**PCE**, **Purnea**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

And

Name of the Company, a Company duly organized and existing under the laws of India having its registered office at ______(address of company) (hereafter referred to as "<u>Name of the Company</u>", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legalrepresentative and permitted assignees) on SECOND PART

AND WHEREAS, "**PCE**, **Purnea**" is among the noteworthyEngineering institutes of Bihar offering UG program in Civil Engineering, Mechanical Engineering, Electrical Engineering, Electronics & Communication Engineering, Computer Science Engineering, Computer Science(AI) Engineering and Mechatronics Engineering.

AND WHEREAS, "Name of the Company", is a registered company, engaged in (Portfolio of company) AND WHERE both "PCE, Purnea" and "Name of the Company" are desirous of associating with each other to expertise students of **PCE**, **Purnea** on _ (possible area/subject of working) will also help in conducting Expert Lectures/Seminars/Workshops/Internship/Industrial Visits/Consultancy (keep appropriate) as an addition to PCE, Purnea curriculum in co-ordination with PCE, Purnea Training & Placement Office.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by **PCE**, **Purnea** and "<u>Name of the Company"</u> as under.

1.0 <u>Definitions and Interpretation</u>

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between PCE, Purnea and <u>Name of the Company</u> on <u>DD/MM/YYYY.</u>
- **1.2** "**Party**" or "**Parties**" shall mean **PCE**, **Purnea** and <u>Name of the</u> <u>Company</u> individually and collectively as the contextmay require;
- **1.3** The headings/subheadings/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.

2.0 Focus Area

(You can keep, define, add and delete the appropriate issue of MoU)

e.g.

- 2.1. Student Internship [Company must have authorization from AICTE]
- 2.2. Expert Lectures
- 2.3. Industrial Visits
- 2.4. Engineering Consultancy
- 2.5. Placement Assistance
- 2.6. Cost to all such Activities, Trainings, Industrial Lectures & Site visits to be borne by <u>"Name of Company"</u>

3.0 <u>Responsibility Structure</u>

- **3.1 PCE, Purnea** shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures and seminar. (**as per the availability within PCE, Purnea campus**)
- **3.2** <u>Name of the Company</u> shall be responsible for arrangements & coordination for supply of Industry Expertise, Design training program, Process of necessary Appointments with Industries for Industry Internship Program, Expert Lectures as well as Visits in co-ordination with TPO of PCE, Purnea.
- **3.3 PCE, Purnea** shall create awareness amongst its students for promotion of the activity especially Internship Program.

4.0 <u>Certification</u>

4.1. Upon completion of the Internship, The students qualifying the technical assessment (to be conducted by "<u>Name of the Company</u>" and details to be shared with PCE, Purnea) shall be certified with completion certificate.

5.0 <u>Relationship</u>

This MOU relates solely to the intention of the parties, wherein **PCE**, **Purnea** and "<u>Name of the Company</u>" 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 <u>Authority to Bind</u>

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 <u>Termination</u>

One 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.

8.0 <u>Assignment</u>

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.

9.0 Disputes and Governing Laws

9.1 All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights or interpretation of this MOU between the parties shall be resolved by amicable settlement and the place of this is Purnea, Bihar.

9.2 The MOU shall be governed by the Law of the Land.

10.0 <u>Notices</u>

10.1 Any notice and other communications provided for in the Agreement shall be in writing in English through proper channel.

In the case of notices to:

Name of the Company.

Reg.Office Address:

Office Address:

College Address

Purnea College of Engineering, Near Polytechnic Chowk Purnea Pin – 854303, Bihar Email – <u>tnp.pcepurnea@gmail.com</u>

11.0 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.

12.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this **Current Date**.

For

Name of the Company

Purnea College of Engineering

Name: Designation: Name: Dr. Manoj Kumar Designation: **Principal PCE, Purnea**

Witness 1:

Witness 1:

Name:

Name: