MEMORANDUM OF UNDERSTANDING

BETWEEN

Department of Mining Engineering M B M Engineering College Jai Narain Vyas University JODHUR

AND

Mining Engineers' Association of India Rajasthan Chapter, Jodhpur

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MEMORANDUM OF UNDERSTANDING

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This memorandum of understanding (hereinafter called as the "MoU") is entered into on this the 23rd day of September Two Thousand Twenty (23.09.2020), by and between

Department of Mining Engineering, Jai Narain Vyas University, Jodhpur, The first party represented herein by its Vice Chancellor (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

Mining Engineers' Association of India, Rajasthan Chapter, Jodhpur, presently having its office at 8, West Patel Nagar, Circuit House Road, Jodhpur-342011 (Raj.) and functioning as one of the chapter of the

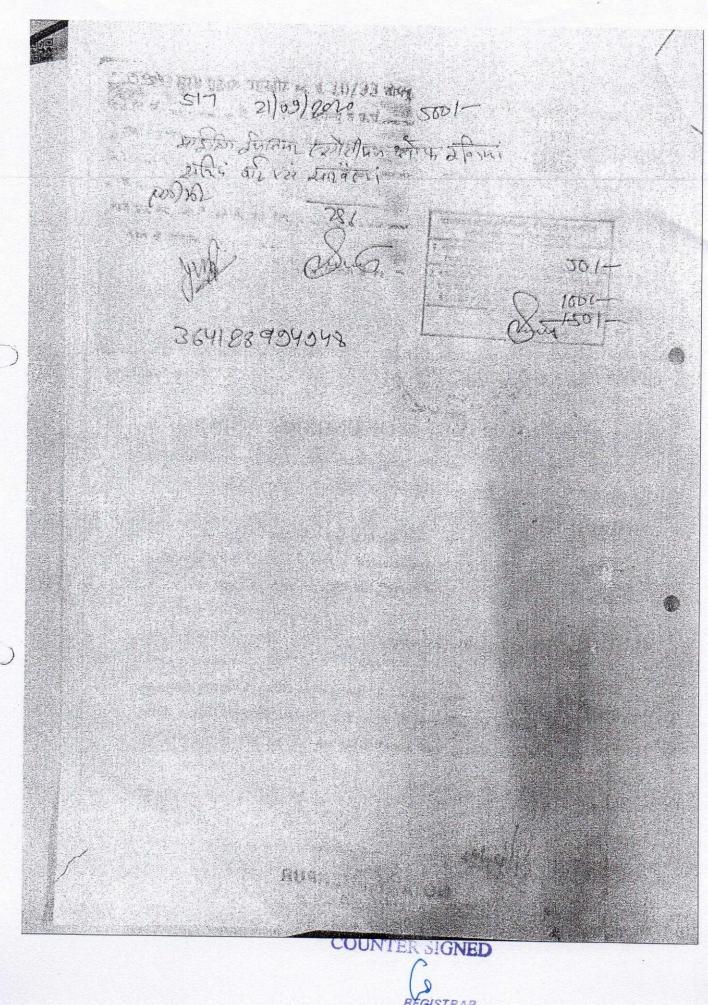
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Mining Engineers' Association of India, having its headquarter office at F-608 & 609, 6th Floor, Raghva Ratna Towers, 'A' Block, Chirag Ali Lane, Abids, Hydrabad-500001. The second party represented herein by its Chapter Chairman/ representative (hereinafter referred as "Second Party" which expression, unless excluded by or repugnant to the subject or context shall include its successors - in office, administrators and assigns),

(First and Second Party are hereinafter jointly referred as "Parties" and individually as "Party") and

WHEREAS:

First party is Higher Educational Institute named: A)

Do astment of Mining Engineering

M Engineering College Varnin Vyas University Second Party believe that collaboration and cotration be can themselves will promote more effective use of each resources to promote mining education in the state and provide each of them with enhanced opportunities.

- The parties' intent to cooperate and focus their efforts on cooperation C) within area of Skill Based Training, Education and Research in the field of mining industry.
- Both parties, being legal entities in themselves desire to sign this MoU D) for advancing their mutual interests.

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- E) "Mining Engineers' Association of India", Rajasthan Chapter, Jodhpur, the Second Party is engaged in providing a common platform to Mining Engineers, academician, researchers and entrepreneurs to share and discuss their views for the development of industry.
- F) "Mining Engineers' Association of India", Rajasthan Chapter, Jodhpur, the Second Party is promoted by "Mining Engineers' Association of India" from its headquarter office at F-608 & 609, 6 Floor, RaghvaRatna Towers, 'A' Block, Chirag Ali Lane, Abids, Hydrabad-500001...

CLAUSE 1: CO-OPERATION

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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 a variety their respective operation within the department and its in a The parties shall keep each other informed of potential operation and shall share all information that may be relevant to a particular opportunities for one another.

and Second party co-operation will facilitate effective utilization of the intellectual capabilities of the members and facultiesproviding significant inputs to them in developing suitable / training systems keeping in mind the needs of the industry.

1.3 The general term of co-operation shall be governed by this MoU. The parties shall cooperate with each other and shall, as promptly as

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neadonium Jai Narain Vois University reasonably practical enter into all relevant agreements, deeds and documents mutually decided by the parties.

1.4 This MoU shall supersede any prior understanding between the parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

The budding graduates, Mining Entrepreneurs and mining professional from the institutions and industry could play a key role in technological up-gradation, innovations and competitiveness of mining industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skill and knowledge.

2.1 Development of Infrastructure: Second party will help financiallyin creating and for the development of infrastructure supportive to education and skill training in various trades in mining industry & the department subjective to the demand from the department and internal

decision of the second party.

Resently looking in to the need, second party has decided to develop ship Development Centre (SDC) in the premises of First party's carry at Jodhpur with an initial expenditure of Rs. 10.0 lacs. For this, a space has been provided with the mutual consent of both the parties

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The centre will be used for the students of Mining Engineering Department, Mining Industry persons, Members of MEAI.

- 2.2 Curriculum Design: Second Party will give valuable inputs to the First party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully and mining professionals are updated about latest developments in the mining field and for effective academic-industry interaction.
- 2.3 Industrial Training and Visit: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second party to help in arranging the Faculty and Students of the First party to visit the industries and complete Industrial training Programs
- 2.4 Research and Development: Second party has agreed to help financially and technically for the joint research in the fields of Mining Engineering.

2.5 Skill Development Programs: Both parties have agreed extend cooperation to train the students of First party, mining industry personnel and meinthers of MEAI on the emerging technologies in order to bridge the skill cap and make them industry ready.

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- 2.6Guest Lectures: Second party to extend the necessary support to deliver guest lectures in the department on the technology trends and in house requirements.
- 2.7 Faculty Development Programs, Seminars, and Workshops: Both parties agreed train faculties of First party and other institutions, industry engineers/personnel and the students of first party by organizing such events in collaboration.
- 2.8 Placement of Trained Students: Second party will actively engage to help the delivery of the training and placement of students of the First party in to internships/jobs.

2.9 There, is no financial commitment on the part of the Department of Mining Engineering, M B M Engineering College, Jai Narain Vyas Chiveleity ODHUR, the First party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately

CLAUSE 3: VALIDITY

3.1 This agreement will be valid until it is expressly terminated by either party on mutually agreed terms, during which period Mining Engineers Association of India, Rajasthan Chapter, Jodhpur, the Second, Party as the case may be, will take effective steps or implementation of this MoU. Any act on the part of Mining Engineers Association of India, Rajasthan

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HEMSTRAH INI Narain Vyas University JODHFUR (Rai.) Chapter, Jodhpur, the Second Party, after termination of this agreement by way of communication, correspondence etc., shall not be constructed as an extension of this MoU.

3.2 Both parties can terminate this MoU upon 90 calendar days' notice in writing for the breach of conditions of MoU, which are to be communicated in writing. However, either party shall provide opportunity to other party to rectify the breach and if it is rectified within 90 days than this MoU cannot be terminated. In the event of termination both parties have to discharge their obligations.

CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

- 4.1 It is expressly agreed that First party and Second party are acting under this MoU as independent contractor, 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 representative or create any obligation or liability, expressed or implied on behalf of the other party, without the prior written consent of the other party. Neither party shall have, nor 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, or to extend credit on behalf of the other party.
- 4.2 Any divergence of difference derived from the interpretation or

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application of the MoU shall be resolved by arbitration between the parties as per Arbitration Act, 1996.

AND WHEREAS the First Party and Second Party has agreed on the above terms & conditions. Now both the parties shall be bound by these terms & conditions.

IN WITNESS WHERE OF these presents have been executed by the authorized representatives of the parties hereto the day and the year first above written.

For

Jai Narayan Vyas University

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Head 'HEAD Engineering Chairman Chairman

Department of Mining Engineering

Department of Engineering

Department of Adjustme Engineering, Mining Engineers' Association of M Bam Engineering College, Jai Narain Vyas University,

JODHUR Phone: 0291-2515154

RIPHUM

Head of mining@jnvu.edu.in

For

Mining Engineers' Association of India MINING ENGINEER'S ASSOCIATION OF INDIA

Chairman

India, Rajasthan Chapter, Jodhpur, 8-West Patel Nagar,

JODHUR M-9950970971

meai jodhpur@yahoo.co.in

(N80 with one Witness 1:

VICE CHAIRMAN MEA! Jodlpuy B-14 SIR PRATAP

Witness 2: Y. J. SANKHLA J Jodhpu Secretary MEND, NICHPH

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COLONY JO DHPUR

Jai Narain Vyas University JODHPUR (Raj.)

JAI NARAIN VYAS UNIVERSITY, JODHPUR (ACADEMIC SECTION)

No.JNVU/Aca/A/16903

Dated: 14/09/2020

The Head
Department of Mining Engineering
M.B.M.Engineering College
Jai Narain Vyas University
Jodhpur.

Dear Sir.

With reference to your letter No.JNVU/FE/MI/2020-21/67 dated 02.09.2020 for approval on the draft copy of MoU to be made between MEAI and Department of Mining Engg., JNVU, Jodhpur for development of Skill Development Centre in the premises of Mining Engineering Department. In this connection it is to inform you that as per orders of the Hon'ble Vice-Chancellor the draft submitted by you is approve and permitted to take further necessary action in the matter keeping in view no financial liability will be applicable at University level.

Yours faithfully.

REGISTRAR

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REGISTRAR

Jai Narain Vyas University

JODHPUR (Rai.)