

गुजरात गुजरात GUJARAT

23 MAR 2018

E 585960

नं. २५५६८
तारीख: २३ मार्च २०१८
नाम: ए. डी. कोलेज ऑफ इंजिनियरिंग
उत्तरे: ए. डी. कोलेज ऑफ इंजिनियरिंग
ठेकापुं: ए. डी. कोलेज ऑफ इंजिनियरिंग
दिनांक: २३/०३/२०१८
आमदावात: ए. डी. कोलेज ऑफ इंजिनियरिंग
संभव वेतन: ए. डी. कोलेज ऑफ इंजिनियरिंग

Dr. G. P. Vede daria,

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SAEINDIA

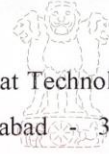
AND

L. D. College of Engineering

This MOU is entered into on 24th day of March 2018 by and between SAEINDIA, having its Head Office Situated at No.1/17 Ceebros Arcade, 2nd Floor, Kasturba Nagar, Adyar, Chennai 600020 (Herein after referred to as "SAEINDIA") represented by its undersigned of the FIRST PART

K. J. AND

002



L. D. College of Engineering, a government institute affiliated to Gujarat Technological Institute, situated Opp. Gujarat University, Navrangpura, Ahmedabad - 380015 (hereinafter referred to as "LDCE") represented by its undersigned of the SECOND PART.

WHEREAS, the FIRST PART is established in year 1994 as a non-profit society whose membership represents practically every engineering and scientific discipline. Its members combine their specialized abilities to further advance the research, development, design, manufacture and utilization of vehicles which operate on land, water, air and space. Its vision is to Continuously Enrich Knowledge Base of Practitioners in Mobility Industry and Institutions, in the Service of Humanity. Mission is to Enhance the knowledge base of members who are mobility practitioners within India. The membership base includes Students, Academia and Industry Professionals in the field of Mobility Engineering. (hereinafter referred to as "SAEINDIA").

WHEREAS, the SECOND PART is a premier Government engineering institute in Gujarat State set with the objectives of imparting higher education, research and training in various branches of engineering & technology.

AND WHEREAS, it has been considered to agree in writing to participate jointly in academic activities requiring expertise from SAEINDIA and LDCE on mutually agreeable basis.

SAEINDIA and LDCE are referred to individually as "Party" and collectively as "Parties".

1. Objectives

The main objectives of this MOU are as follows

- I. To cater to needs of the members more effectively, SAEINDIA wants to have a Division in Gujarat for the members in Gujarat.
- II. Continuously Enrich Knowledge Base of Practitioners in Mobility Industry and Institutions, in the Service of Humanity.
- III. Enhance the knowledge base of members who are mobility practitioners.

   2

- IV. Conduct seminars, conferences, competitions, eminent speaker series, Tech talk, etc.,
- V. Conduct meetings with an aim to review events, membership base, technology, student activities, etc.,

2. Terms and Conditions (Terms of Reference)

- a) LDCE shall provide office space which can house two to four staff. Remuneration and expenses of appointed staff of SAEINDIA will be borne by SAEINDIA.
- b) The infrastructure required for arranging workshops, seminars and lectures shall be arranged by LDCE and SAEINDIA shall lend its support. LDCE will not charge any money for the office space, electricity, water, internet, taxes, security and other expenses incidental thereto.
- c) In lieu of 2.2 above, SAEINDIA will take care of LDCE branding and will allow LDCE faculty to attend program conducted by SAEINDIA at LDCE free of cost.
- d) Both the parties will honor the interests of each and other organization.

3. Co-ordination

LDCE and SAEINDIA may jointly appoint SAEINDIA Gujarat Division Governing Board members, which will have at least one member from LDCE for communication between LDCE & SAEINDIA and successful implementation of the MOU. It will also have one member from Commissionerate of Technical Education (CTE). Later on, these nominated Governing Board members would be elected through an election process of SAEINDIA.

4. Publicity Limitations

The parties mutually agree not to release press statements or any other written statements in connection with work performed under this Agreement intended to use in public media without the other party's consent, which shall not be unreasonably withheld. Social media would not be under the purview of the same.

King .  

5. Confidentiality

The parties agree to hold in confidence all the information/data shared or designated by the other party as being confidential which is obtained from either parties or created during the performance of this MOU and will ensure not to disclose the same to any third party without prior consent of the other party.

6. Duration and Renewal

This MOU shall take effect for a period of 5 (five) years upon the date of signatures appended and will remain valid until one party notifies the other of its wish to terminate the MOU, the minimum notice for such termination being three months. Further continuance of this MOU will be subject to review by both the parties to be undertaken prior to the expiry of this MOU.

7. Indemnity

Each Party agrees to jointly and severally indemnify and hold harmless the other Party, its agents and their officers, directors, employees promptly upon demand at any time and from time to time, from and against any and all losses to which an Indemnified Party may become subject, insofar as such losses arise out of, or are in any way relate, or result from any claim or proceeding by any third party against the Indemnified Party arising out of any act, deed or omission by the Indemnifying Party.

8. Non-Compliance and Breach

- a) Each Party shall be responsible for compliance with all applicable laws and this Agreement. In the event of non-compliance or breach of any of the provisions of this Agreement by either Party for which recovery of money as damages would be inadequate, the other Party shall be entitled to seek relief from the competent courts in order to protect its rights under this Agreement.
- b) Each Party shall undertake to bear their own expenses with regard to taxes under applicable tax laws and shall be personally liable for non-compliance of the same.

9. Arbitration Clause



If any dispute or difference shall arise between the parties hereto touching any clause matter or thing herein contained or the operation or construction thereof or any matter or thing in any way connected with this Agreement or the rights, duties or liabilities of either party hereto in connection with this MOU then and in every such case the dispute or difference shall be referred to an arbitrator to be appointed by parties mutually or by court, in accordance with The Arbitration and Conciliation (Amendment) Act, 2015 or any modification thereof or the rules for the time being in force. Such arbitration shall be held in Chennai. The language of the Arbitration shall be English and the Award of the Arbitrator shall be final and binding on the parties.

10. General

- a) This MOU may only be amended or modified by a written agreement signed by the Governing Board Members.
- b) The parties may disclose certain confidential information to the other in relation to any future proposal made under this MOU.
- c) This MOU will be signed subject to the approval by respective authorized bodies.
- d) This MOU will be governed by and construed in accordance with the laws in force in Chennai and the parties shall be subject to the jurisdiction of the Courts in Chennai alone.
- e) If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this MOU.

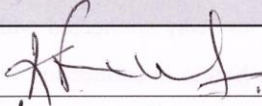
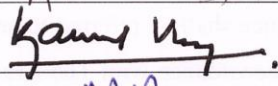
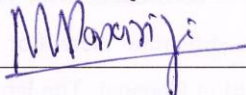
The parties hereby agree to execute the objectives of the MOU within the framework of Terms of Reference of this Agreement.

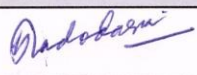

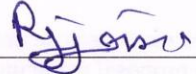
This MOU is written in English, in two identical originals, both of equal validity.

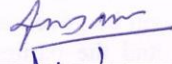
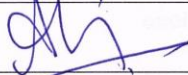
Signing up and declaration:

We all members of the joint steering group are aware of our responsibilities and shall abide by norms and terms of reference as mutually agreed upon.



Name and Designation	Signature
(SAEINDIA)	
Mr. K. Venkatraj	
Dr. K.C.Vora	
Mr Ramesh Pasarija	

Name and Designation	Signature
(L. D. College of Engineering)	
Prof Dr. G. P. Vadodaria, Principal	
Prof Shyam Vaghare	
Prof R. J. Jari	

Name and Designation	Signature
(Witness)	
Bq. P. C. Vasani Jt. director DTE	
Anur Varikawa, Vestas	
NISHITH BHATT	