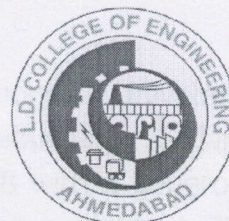




Confederation of Indian Industry



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") for academic research and cooperation has agreed and executed on this 16 day of April, 2019

Between

CONFEDERATION OF INDIAN INDUSTRY, a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi - 110003, and its Gujarat State office at CII House, Gulbai Tekra, Ahmedabad, 380006 (hereinafter referred to as "**CII**"), represented by its authorised signatory Mr Premal Dave, Head, CII Gujarat State which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

And

L. D. College of Engineering, a leading teaching and research university, established in 1948, at Opp. Gujarat University, Navrangpura, Ahmedabad 380015 (hereinafter referred to as LDCE) represented by its authorised signatory Dr. Ghanshyam P. Vadodaria, Principal LDCE which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as CII or LDCE, as it may be, and collectively referred to as the Parties.

WHEREAS:

- i) CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process. Founded in 1895, CII is India's premier business association and has over 7900 members, from public as well as private sectors and an indirect membership of over 200,000 enterprises from 240 national and regional sectoral industry bodies. CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages.
- ii) LDCE is a premier engineering institute in Gujarat State set with the objectives of imparting higher education, research and training in various fields of engineering

& technology. The institute is affiliated to Gujarat Technological University, Ahmedabad and administrated by Department of Technical education, Gujarat State, Gandhinagar. The institute was established in June 1948 with a generous donation of Rs. 25 lacs and 31.2 Hectres of land by the textile magnate Sheth Shri Kasturbhai Lalbhai. Hence College is named as Lalbhai Dalpatbhai College of Engineering. It is situated adjacent to Gujarat University building and is located at the nucleus of various national level institutes such as PRL, ATIRA, IIM etc.

- iii) Both the Parties are desirous of promoting mutual cooperation in areas of education and research and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- iv) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, research proposals etc.

NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

**ARTICLE I
PURPOSE AND OBJECTIVES**

The Parties wish to co-operate and assist each other to the extent appropriate to their means and capacities in the area of:

1. Faculty Development Program
2. Student Development Program
3. Developing Industry Responsive Curriculum through CII's representation on university's "Board of Studies"
5. Student Internships
6. Creation of avenues for greater involvement of faculty with industry
7. Exchange of staff between industry and academia
8. Utilisation of R&D facilities at the institute by the industry. Involvement of industry in R&D
9. Undertake research related to industry in collaboration with R&D department of industry
10. Keep the industry informed about new discoveries/ developments and innovative scientific work being undertaken
11. Any other which maybe discovered during the process

ARTICLE II FINANCIALS

- i) This is a Non-financial MoU and both the parties should mobilize or arrange for their own expenses, unless agreed in advance for a specific activity.
- ii) Both the Parties shall be free to collaborate with and seek financial support, donations from national and international organizations, partners for cooperative activities to be undertaken under this MOU.

ARTICLE III COORDINATION BETWEEN FACILITATORS

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

ARTICLE IV INTELLECTUAL PROPERTY RIGHTS

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions researches and any outcomes resulting from joint activities undertaken under this MOU.

ARTICLE V CONFIDENTIALITY

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as '**Disclosing Party**' and
- ii) either of the Parties, receiving such information shall be referred to as '**Recipient Party**'.

The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit

to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- (i) is publicly available,
- (ii) obtained by the other party from third parties without restrictions on disclosure,
- (iii) independently developed by the other party without reference to confidential information, or
- (iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

ARTICLE VI

GOVERNING LAW, JURISDICTION & ARBITRATION

- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.
- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

ARTICLE VII

MISCELLANEOUS

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of 2 (two) years from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
- iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavours to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.

- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.
- v) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- vi) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For **Confederation of Indian Industry**

Name : Premal Dave
Date: 17/June/19
Signature : Premal Dave

For **L. D. College of Engineering**

Name : Dr. G.P. Vadodare
Date: 17th June 2019
Signature : Dr. G.P. Vadodare

Witness 1

Name : DARSHAN SHAM
Date: 17 JUNE 2019
Signature : DSham

Witness 2

Name : Prof (Dr) J.M. Patel
Date: 17-06-2019
Signature : J.M. Patel