

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made on 1st December 2018

Between

L. D. College of Engineering, having its registered office at Navrangpura, Ahmedabad 380 009, here after referred to as "LDCE" as First Party.

And

Patel Infrastructure Pvt. Ltd., Anand having its registered office Indira Gandhi Statue, Nr. Siddhi Vinayak Temple, 80 feet Road, Anand Gujarat, India. as "Patel Infrastructure Pvt. Ltd.,." as Second Party.

("The Parties")

BACKGROUND

LDCE and Patel Infrastructure Pvt. Ltd., have reached an understanding in relation to a mutually beneficial relationship and wish to set out how they would like to work together in this Memorandum of Understanding (MoU).

LDCE and Patel Infrastructure Pvt. Ltd., wish to collaborate through this MoU with the aim of further developing cooperative arrangements to the benefit of all parties.

ABOUT LDCE

LDCE is an Institution imparting Technical Education established under the aegis of the Education Department of Government of Gujarat. It aims to prepare youth for the new knowledge based economy to stimulate the creation of world class knowledge resources by developing new competencies and skills.

LDCE's Vision is:

- To bridge the gap between the education system and industrial demands by providing qualified individuals.
- To impart skill training to students for building strong and efficient workforce equipped with a competitive edge.
- To be an important link between the students and industry that will be mutually beneficial.

ABOUT Patel Infrastructure Pvt. Ltd.

Patel Infrastructure Pvt. Ltd were founded in 1972, by the late Sh. Vithalbhai Gobarbhai Patel, as a partnership firm named as Patel Construction Company and were formally incorporated as a Private Limited Company in 2004. Patel Infrastructure Pvt. Ltd are promoted and managed by Chairman, Sh. Pravinbhai Vithalbhai Patel Managing Director, Sh. Arvind Vithalbhai Patel and our Whole Time Directors, Sh. Dineshbhai Pragjibhai Vaviya, Sh. Madhubhai Pragjibhai Vaviya and Sh.. Sureshbhai Pragjibhai Vaviya.

Patel Infrastructure Pvt. Ltd are an established construction, development and maintenance service company mainly involved in the business framework of construction of roads and highways, bridges, irrigation and mining projects, construction of commercial buildings, and other ancillary services like toll collection, operation and maintenance of highways.

GENERAL OBJECTIVES

The Parties agree as follows:

1. Recitals

- 1.1 This MoU provides the framework within detailed proposal for programmes in enhancing skills through training to be jointly considered by the parties on the basis of reciprocity and mutual benefits.
- 1.2 The parties will cooperate in identifying skill enhancing activities allowing for delivering across the state such as major courses and study tours.
- 1.3 This MoU is not intended to impose binding legal obligations on any parties.

SPECIFIC OBJECTIVES

The parties agree as follows:

2. Cooperation

2.1 Cooperation between the Parties under this MoU may include:

- (a) Facilitation of Exchange of Skill Development and training information between officers and teaching staff.
- (b) Facilitation of exchange of study delegations for which the parties will reach agreement on such matters as the number and make-up of personnel, the timing of the delegation and the itinerary.
- (c) Support for short term student tours where students can undertake skill enhancing programmes which assist in career choice or development.
- (d) Support and facilitation of training delivery programmes including award courses (subject to appropriate quality requirements).
- (e) Facilitation of curriculum and resource development to suit the needs of the industry.
- (f) Facilitation of introduction and recommendations to various reputable industry groups and organizations including representative bodies.
- (g) Other forms of innovative educational activity as may be agreed.
- (h) To assist in the final placements of the students of L.D.College of Engineering.

2.2 Where the parties agree to collaborate on specific projects, the terms and conditions will be set out in binding agreements.

2.3 The parties will each nominate a representative who will meet at least twice a year to guide the collaboration and oversee the implementation and objectives of the parties.

2.4 Each party will meet their own expenses for all costs of travel and accommodation for its delegates and students.

2.5 The parties will remain autonomous and independent entities. Their relationship is one of cooperation and mutual support. Each party has their own independent role within the MoU. Neither is a licensee, agent nor joint venture of or with, the other.

3.0 Intellectual Property

3.1 Each party shall continue to own the intellectual property that it had developed prior to the signing of this MoU ("Prior Intellectual Property")

3.2 Subject to any other agreement to the contrary, Patel Infrastructure Pvt. Ltd., shall be the owner of any intellectual property developed pursuant to this MoU whether or not such intellectual property owned by another party ("New Intellectual Property"), and Patel Infrastructure Pvt. Ltd., shall grant to the other Party an irrevocable, non-exclusive, royalty-free license to use the New Intellectual Property for internal purposes, not including any right to commercially exploit or sub-license the use of the New Intellectual Property.

4.0 Fees

Where the Parties agree to collaborate on specific projects, the terms and conditions including financial arrangements will be set out in separate agreements.

5.0 Confidentiality

5.1 All parties shall at all times keep confidentiality and procure their respective employees, agents, servants and/or independent contractors appointed by them to keep confidential any information disclosed by one to the other and shall not use or disclose any such information except as:

- i) Required or authorized by law to be disclosed; or
- ii) Required by a Party to disclose in exercise its statutory functions; or
- iii) Required for disclosure by the Party to another Party for a law enforcement purpose or for the purposes of this MoU.

5.2 Provided always that the provisions of clause 5.1 shall cease to any of this information coming into the public domain otherwise than by breach of a

Party's obligations hereunder or information which is independently developed by a Party or lawfully acquired by any Party from any third Party.

6.0 Dispute Resolution

6.1 In the event of a dispute arising that the Parties, they will use their best endeavor to negotiate resolution.


7.0 Variation and Termination


7.1 This MEMORANDUM OF UNDERSTANDING between L. D. College of Engineering and Patel Infrastructure Pvt. Ltd., will be for the period of 3 (Three) Year from the date of signing the documents, with renewal option with mutual consent of both parties. This MoU can be varied at any time by agreement between all the Parties in writing.

7.2 A Party may terminate its role in the MoU by 4 Weeks notice in writing at any time.

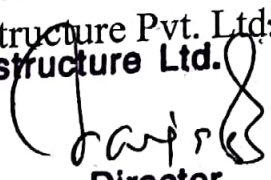
Execution of this Memorandum of Understanding

This MoU was signed by the Parties on _____
In the State of Gujarat
On behalf of
L. D. College of Engineering, Ahmedabad


11/12/18
Professor & Head
Civil Engineering


Dr. G. P. Vadodaria
Principal

And

On behalf of:
Patel Infrastructure Pvt. Ltd.,
Patel Infrastructure Ltd.

Director



Shri Dinesh P. Vaviya
(Director)