

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**Chameli Devi Group of Institutions, Indore (CDGI)**

AND



**Prakash Asphaltings & Toll Highways (India) Ltd.**  
*Paving our way to tomorrow's future...*

This Memorandum of Understanding (MoU) is effective as of 24<sup>th</sup> of April 2019 (Effective Date) to establish an affiliation by and between

**Chameli Devi Group of Institutions, Indore**, having expertise in the areas of engineering education and research, having its office at Gram Umarikheda, Khandwa Road, Indore 452020, India hereinafter referred to as CDGI, of the FIRST PARTY, represented herein by its **Group Director Dr. Joy Banerjee / Dr. Arvind Kumar Shrimali, Head, Industrial Training** (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

**Prakash Asphaltings & Toll Highways Pvt. Ltd., Mhow** having its office at 76, Mall Road, Mhow, Dist. – Indore (M.P.) India – 453441, hereinafter referred to as PATH or the Second Party, and represented herein by its General Manager (Skill Development) **Vinay Kopariha**, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

for the purpose of training/exchange of resources (faculty/staff/student). The aforesaid parties are hereinafter referred to individually as party and collectively as parties.

#### Introduction

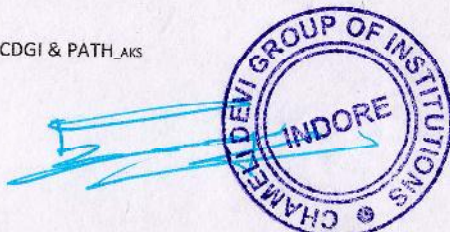
CDGI and PATH have many areas of common interest in Engineering Research and Training. In some of these areas, the degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research. Collaboration will be established within the principles set out in the following sections.

#### 1. Object:

Both CDGI and PATH agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity. The two parties shall seek to promote:

a. **Faculty/Scientist/Staff Training/Education** (to upgrade the skills and qualifications of the Faculty)

- (i) Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest,
- (ii) The exchange of academic materials and publications,
- (iii) Conducting lectures,
- (iv) Undertaking joint research,
- (v) Attachment of staff for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills,
- (vi) Participating in seminars, symposiums, and other types of academic discussions,



(vii) Conducting study tours and joint consultancy work. A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. The terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the parties. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

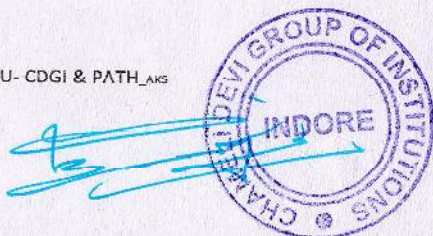
**b. Student Training / Exchanges** (for practical/academic exposure) Student exchange activities (at undergraduate level) cover visits to either institution for any of the following purposes:

- (i) participating in research;
- (ii) participating in taught courses;
- (iii) involvement in study tours;
- (iv) Industrial/academic trainings with a minimum period of 30 days.

(The terms and conditions of such exchange, including number of students, period of exchange, student selection criteria, programme of study, period spent in the host university, performance evaluation, technical report of the research carried, transfer of credits, accommodation, food, medical insurance, international travel, payment of tuition fees will be specifically mentioned.)

**c. Other Areas:** (of academic and research interests)

- (i) to exchange information on research and educational programs,
- (ii) to exchange information on teaching, learning material and other literature relevant to their educational and research programs,
- (iii) to jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,
- (iv) to organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
- (v) to propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein,
- (vi) to exchange, on a reciprocal basis, students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and /or research,
- (vii) the provision of cultural and intellectual enrichment opportunities for staff and students of both parties,
- (viii) to use laboratory facilities in specific cases for a limited period if permissible by the norms of the individual organisation.



**2. Coordination:**

Each party shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of (a) Head, Department of Industrial Training, programme coordinator from the side of CDGI, and (b) GM Skill Development, programme coordinator from the side of the second party, will periodically review and identify ways to strengthen cooperation between the two parties.

**3. Confidential Information:**

CDGI does not absolve any confidential information during the research activity.

**4. Intellectual Property Rights:**

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both parties to this Memorandum. Both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both parties shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, such consent not to be unreasonably withheld. CDGI shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational and publication purposes without the payment of royalties or other fees to the other party.

**5. Validity**

The Memorandum shall remain in force for a period of 03 years commencing from effective date. The parties may extend the term by written agreement signed by both after review.

**6. Termination**

Either institution may terminate the MoU by giving written notice of 30 days in advance to the other institution. Once terminated, neither CDGI nor PATH will be responsible for any losses, financial or otherwise, which the other parties may suffer. However, CDGI and PATH will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

**7. Amendments/Modifications**

This MoU may be amended or modified by a written agreement signed by the representatives of both parties.



8. Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and rules and regulations of the parties.
9. Nothing in this Memorandum shall be construed as creating any legal relationship between the parties. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.
10. **Dispute Resolution** In case, there be a dispute relating to any aspect of academic cooperation, Group Director, CDGI and Director, PATH will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. If such a settlement cannot be reached, the dispute will be settled in the courts of Indore (India).

CDGI and PATH welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

For and on behalf of **PATH**

Signature

Name : Vinay Kopariha

Designation : General Manager

Skill Development, PATH

Date : 2019

For and on behalf of **CDGI**

Signature

Name : Dr. Joy Banerjee

Designation : Group Director

CDGI

Date : 2019



<b>Chameli Devi Group of Institutions, Indore</b>	<b>Prakash Asphaltings &amp; Toll Highways Pvt. Ltd., Mhow (PATH)</b>
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Web: www.cdgi.edu.in	Web: <a href="http://www.pathltd.com">www.pathltd.com</a>

Witness:

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Witness:

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MoU- CDGI & PATH\_A



**CHAMELI DEVI GROUP OF INSTITUTIONS**  
Gram-Umerikheda, Near Toll Naka  
Khandwa Road, INDORE-452020



Page 4 of 5