



## GOVERNMENT COLLEGE OF ENGINEERING AMRAVATI

(An Autonomous Institute of Govt. of Maharashtra)

"Towards Global Technological Excellence"

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### Terms and Conditions of Expression of Interest for taking the services of industry person in the Center of Excellence

#### ➤ **Understanding of the words /Abbreviations in this report:**

Institute: - Government College of Engineering, Amravati

Industry Partner: - Person or Person from industry who submit the Letter of Indent

Internal Students: - student of the institute

External Student: - students other than the institute

Faculty: - Teachers of the institute

CoE: - Center of Excellence

Principal: - Principal of this institute

Hospitality: - Lodging and Boarding arrangement

MoU: - Memorandum of Understanding

Stake holder: - Institutes, Students and Faculties, etc.

Confidential Information: - Any and all information that is or has been received from the institute or developed under this MoU.

#### ➤ **Terms and Conditions**

Following terms and condition shall be applicable to both (industry partner and institute)

1. **Scope of Work** : The scope of work shall broadly cover the following:

- To provide the training and internship to the internal and external students
- To make wide publicity among the stakeholders
- To arrange faculty development program
- To provide consultancy to the industry and institute
- To generate patent, Copyright under the institute name
- To enhance industry institute linkages

2. **Partnership Understanding:** Following will be understanding between institute and industry partner

- **Institute:**

Institute will provide, infrastructure which includes, building, equipment's and software available in the CoE, Internet facility, furniture and fixture in the CoE. Industry

**Partner:**

- 1 Trainers for training courses shall be provided by industry partner
- 2 To maintain the equipment available in the CoE.
- 3 To arrange the training courses available slot of CoE.
- 4 To bring and installed any additional equipment's required, if any.
- 5 To design the courses and prepare the required study materials for the course.
- 6 Industry partner can update/buy any software if required on his own. In such cases institute shall not have any financial burden in this regard.
- 7 Industry partner will have ownership of any new item purchased and added in the CoE during MoU period.
- 8 Industry partner will be custodian of all equipment, software, furniture and fixture, handed over initially at the start of MoU. At the same time industry partner will be responsible for recovery of any theft, or damage of materials in the CoE

### 3. Revenue generation

Following will be understanding of revenue generation

- 1 Fees for courses to the internal and external students will be mutually decided by partner and head of the department of concern CoE, if any dispute arise in finalisation of fee structure, principal will have final authority in this regard
- 2 Revenue so generated from trainee's fees and testing consultancy will be maintained in the separate joint account of (Principal and Industry Partner)
- 3 Revenue and generated will be shared in the ratio of min. 50:50, The salary/ wedges/ honorarium and recurrence expenditure have to be paid by industry partner, however expenses on electricity and building maintenance will be paid by institute.
- 4 Hospitality expenses in the FDP/SDP will be borne by institute, however no hospitality and expenses of students / Internship program will be borne by institute unless it is permitted in writing by the principal.
- 5 Respective share will be transfer to both partner's individual accounts (i. e. Principal and Industry Partner) at the end of every quarter.

### 4. Duration of the MOU:

Eleven Months and extendable for one more terms of eleven months if found satisfactory

5. **Certification** : There will be joint authority of industry partner/'s and person/persons nominated by principal. However, partner shall take every care that there will not be any misuse of institute brand.
6. **Misconduct during the MoU Period** : If any person employed by industry partner found guilty in any way, Industry Partner shall act as per direction of the principal which may include Termination of his services/ penalization in the terms of wedges etc.
7. **Jurisdiction of student and faculty** :PAN India, However student from government institute will have priority over others.
8. **Confidentiality**: Industry Partner shall maintain the confidentiality of "Confidential Information" during the period of MoU. Any breach of confidentiality may lead to termination of this MoU.

### 9. Publicity:

Publicity of courses, CoE and Institute by the Industry partner can be made only with the explicit written permission of college.

### 10. Breach of Contract:


If the Industry partner commit a breach of any terms and conditions of the contract, then institute shall have option to terminate the contract by giving 15 days prior written notice to Industry Partner and in that event the institute will be entitled to complete the remaining work at the risks and cost of the Industry Partner and Industry Partner will be liable to make good the losses that Institute may

suffer / will be incurred on that account. If during the notice period the breach is remedied by the Industry Partner to the satisfaction of Institute or condoned by the Institute the contract shall remain in force.

**11. Prevailing of conditions:**

In case of any dispute arising out of dilemma of interpretation of terms & conditions, the wordings mentioned in this agreement will prevail over any terms/wordings mentioned in Letter of Indent.

**12. Governing Law and Jurisdiction :** Governing law of this autonomous institute will be only applicable under this MoU. All disputes under the Jurisdiction will be of the courts in Amravati city of Maharashtra State.

  
Principal  
Government College of Engineering,  
Amravati.

