



தமிழ்நாடு TAMILNADU
Ramco Institute of Technology
Rajapalayam

M. Ayyanarsamy
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Stamp Vendor
Licence No. 5730/A1/2010-20 30/12/2020
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Rajapalayam - 626 117.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 30th day of December Two Thousand Twenty,

BETWEEN

Ramco Institute of Technology, North Venganallur Village, Rajapalayam - 626 117, Virudhunagar District, Tamil Nadu, the First Party represented herein by its Head of the Institution **Principal** (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

M/s. Builders' Association of India (BAI), Tamil Nadu Centre, No.63/1, 1st Main Road, CIT Nagar, Chennai - 600 035, the Second Party, and represented herein by its, **State Chairman**, (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).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

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WHEREAS:

- A) First Party is a Higher Educational Institution named:

Name of Institution: Ramco Institute of Technology

Ramco Institute of Technology, (RIT) promoted by Raja Charity Trust, was established during the academic year 2013-14. It is fully supported by the Ramco Group to create quality Engineers for future needs. The Institution is approved by AICTE and is affiliated to Anna University, Chennai. Currently, RIT offers 4-year undergraduate Engineering programmes namely Civil Engineering, Computer Science and Engineering, Electrical and Electronics Engineering, Electronics and Communication Engineering and Mechanical Engineering, and plans to offer postgraduate and research programmes in Engineering and science. The overall management of the Institution is vested with the Governing Council under the able leadership of Shri. P.R. Venketrama Raja, Chairman, RAMCO Group of Industries. The Advisory Committee of the Institute is headed by Prof. M.S. Ananth, former Director of IIT Madras and is ably supported by leading Professors of IIT Madras, Prof.M.S.Palanichamy, former Vice-Chancellor of Tamilnadu Open University and other prominent academicians. The Advisory Committee plays a vital role in recruiting the best faculty, training them, promoting innovative teaching and encouraging research.

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to co-operate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

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- E) **M/s. Builders' Association of India (BAI), Tamil Nadu Centre** the Second Party is a most executors of infrastructure development programmers and builders of real estate, i.e. the construction companies in India, are under the umbrella of the over eight decades old Builders' Association of India (BAI). BAI is the only all India apex representative body of civil engineering construction companies. BAI was founded in 1941 under the guidance and blessings of Brig. C.V.S. Jackson of Military Engineering Services, 'Poona', now known as 'Pune', who suggested that builders working under his command, form a body for finding solutions to various problems. He went further and made available a piece of land inside the premises of Southern Command Headquarters in Pune, on which an office was constructed and aptly named 'Jackson Hut', which stands even today as a monument in BAI's name. During this journey of over 80 years, BAI's membership has grown from 250 members spread over 3 Centres, to more than 20,000 direct members spread over about 180 plus Centres across the length and breadth of the country. Various regional associations affiliated to BAI, add another 1,00,000 indirect members.
- F) **M/s. Builders' Association of India (BAI)**, has been instrumental for incorporation of Price Variation Clause in contract documents of various works authorities. BAI was instrumental in starting National Institute of Construction Management and Research (NICMAR) which has established campuses at Pune, Delhi and Hyderabad and is soon likely to get the status of a deemed university.
- G) **BAI** started Overseas Construction Council of India (OCCI) now known as Project Export Promotion Council of India (PEPCI), which through its members, initiated manpower export to Gulf counties and brought in a lot of foreign remittance. PEPCI is now actively pursuing project exports in it various formats under the aegis of Ministry of Commerce & Industry, Government of India.

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- H) BAI is one of the promoters of Construction Skill Development Council of India (CSDCI) formed under the National Skill Development Corporation, constituted by the Prime Minister's Office for encouraging the skill upgradation of unskilled workers.
- I) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

BAI offers the following services: Opportunity in the Indian Infrastructure and Real Estate Sector, Advertising in Indian Construction, Product Write-ups, Exhibition/Trade fairs, Conventions/Seminars/Conferences, Construction Industry Referencer, Website, Research gathering exercise.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive

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Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

- 2.1 The budding graduates from the Institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community of **Civil Engineering** offered at RIT to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Project Management specializations, activities and services.

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- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry-ready.

Similarly, the First Party will arrange the following training services to the Employee and Workers of the Second Party.

Software Training to the Engineers

- AutoCAD, Revit Architecture, STAAD.Pro, ETABS and Primavera

Training on Surveying

- Total Station, Theodolite and Levelling

Training on Soil Testing

- SPT Test, Compaction Test, Field density Test and Soil properties

Training on QA & QC

- Test on Reinforcement, Tests on Concrete and Tests on Aggregates

Guest lectures/Webinars/Awareness program

- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.

- 2.8 **Faculty Development Programs:** Second Party to train the Faculty of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

- 2.10 There is no financial commitment on the part of the **Ramco Institute of Technology**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, both parties will discuss and finalize at the time of execution.



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CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **M/s. Builders' Association of India (BAI)**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **M/s. Builders' Association of India (BAI)**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party.

Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

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First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Name of City: **Rajapalayam.**

AGREED:

For Ramco Institute of Technology

For M/s. Builders 'Association of India

Principal
Authorized Signatory

State Chairman
Authorized Signatory

Prof. Dr. L. GANESAN Ph.D.,
Principal
Ramco Institute of Technology
Rajapalayam - 626 117.
Tamil Nadu

Ramco Institute of Technology

M/s. Builders' Association of India

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Witness 1

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(S. RAJAKUMAR)
Vice Principal/ RIT

Witness 1

K. Venkatesan
State Secretary, T. Nadu.

Witness 2

S. Dhanraj
S. DHANRAJ
APCSO/CIVIL
KIT

Witness 2

S. R. Karthik
S. R. Karthik
Ry of clg am.

