

**MEMORANDUM OF  
UNDERSTANDING (MOU)**

BETWEEN

Swami Vivekananda School of Engineering & Technology,  
Bhubaneswar-752054

AND

MANTRA UDYOG, Bhubaneswar-751030

## MEMORANDUM OF UNDERSTANDING

BETWEEN

**MANTRA UDYOG, Bhubaneswar**

AND

**SWAMI VIVEKANANDA SCHOOL OF ENGINEERING & TECHNOLOGY**



This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding and non-binding understandings, is effective as of the later of the dates in the signature block ("Effective Date"), and is made and entered into by and between the SWAMI VIVEKANANDA SCHOOL OF ENGINEERING & TECHNOLOGY (**SVSET**) and MANTRA UDYOG, Bhubaneswar (collectively "the Parties" or "the Party").

**A. PURPOSE:**

The purpose of this MOU is to begin and/or to expand a framework of cooperation between **SVSET, Bhubaneswar** and **MANTRA UDYOG Bhubaneswar**, hereinafter called MANTRA UDYOG, Bhubaneswar to support and/or develop educational programs, curricula, projects, and/or activities related to promoting, teaching or internship in the use of CADD (Computer Aided Design and Drafting) framework as more fully described in Exhibit A ("Purpose").

**B. PROPOSAL:**

MANTRA UDYOG, Bhubaneswar has submitted a detailed proposal ("Proposal") to **SVSET** on Centre of Excellence framework enclosed hereto as Exhibit B.

**C. ACTION ITEMS:**

The respective action items of each party are outlined in Exhibit C ("Action Items").

**D. FEE STRUCTURE:**

The same are mentioned in Exhibit D

**THE PARTIES MUTUALLY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS ALSO APPLY:**

- 1. COMMENCEMENT/EXPIRATION DATE:** This MOU begins on the Effective Date 01.04.2021 and expires on 31.03.2022 but mutually extendable for another 3 years, unless terminated earlier in accordance with this MOU.
- 2. TERMINATION:** Either party, upon thirty (30) days' written notice, may terminate the MOU in whole, or in part, at any time before the date of expiration without liability to the other party. Further, either party may terminate this MOU, if the other party is in breach of this MOU and fails to cure such breach within ten (10) days after written notice of the breach.
- 3. PRINCIPAL CONTACTS:** The principal contacts for this MOU are:

**Mr. Chittaranjan Routray,**  
Principal  
College: SVSET  
Address: Bhubaneswar

**Mr. J P Mohanta**  
Director  
MANTRA UDYOG,  
Address: Bhubaneswar





4. **FEES AND EXPENSES:** Unless otherwise agreed by both parties, each party shall bear its own costs and expenses with regard to all negotiations, performance and any other activities relating to the subject matter of this MOU.
5. **PUBLICITY:** The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written authorization by a duly authorized representative of the other Party, which authorization may be withheld for any or no reason in the sole discretion of the other Party.
6. **INTELLECTUAL PROPERTY:** Except for the permitted use of Confidential Information, each party acknowledges that, under this MOU, a party acquires neither any intellectual or other property, including without limitation copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content ("IP") from the other party and nor any right in IP from the other party.
7. **PRE-EXISTING PROPERTY:** All intellectual property and rights existing and owned by a Party prior to the date of this MOU or that is conceived, developed, created or put into practice by a Party independent of the activities pursuant to this MOU, and any enhancement, modification, customization or derivative work thereof, shall belong to the Party that owned such rights or conceived, developed, created or put to practice such rights. Neither Party shall gain by virtue of this MOU any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other Party.

If the Parties elect to undertake any joint development activities in the course of performing obligations under this MOU, any such joint development will be governed by a separate agreement to be negotiated and entered into good faith by the Parties.

8. **INDEPENDENT ACTORS:** Nothing in this MOU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MOU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind on account of or on behalf of the other party.
9. **LIABILITIES:** Neither party is liable for the unintentional or negligent acts or omissions of the other. Each party shall be responsible for its intentional or negligent acts or omissions and those of its officers, employees, agents, contractors, or students (if applicable), howsoever caused, to the extent allowed by applicable law.
10. **MODIFICATION:** Modifications to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.
11. **INDEMNITY:** Party 1 agrees to fully defend, indemnify and hold Party 2 and its officers, directors, employees and affiliates harmless from, and against, any and all costs, damages, expenses, liabilities, and other claims, including attorneys' fees and court costs (including costs of appeal), that arise as a result of the breach of any term of this MOU or any of the representations and warranties contained hereunder. This clause shall survive the termination of this MOU.
12. **DISPUTE RESOLUTION/ARBITRATION:** Any dispute and/or difference that may be arise with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement within 15 days of referral.



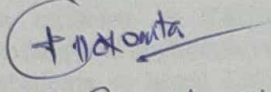


13. **JURISDICTION:** This Agreement shall be governed and interpreted by and construed in accordance with the laws of India and courts in Bhubaneswar alone shall have jurisdiction over all matters arising out of it or relating to this MOU.

14. **SURVIVAL:** The parties hereby agree that the provisions of Sections 1-15 are binding and shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the later written date below.

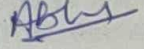
**MANTRA UDYOG,  
Bhubaneswar**

By:   
Name: J.P. Mohanta  
Title: CEO

Date: 01/04/2021




**Witness 1**

Name:   
Address: 1090 Jagmohan nagar  
Contact No: bhubaneswar 30  
Date: 9781349421

**Witness 2**

Name:  
Address:  
Contact No:  
Date:

**SVSET  
Bhubaneswar**

By:   
Name: Chittaranjan Routray  
Title: principal, SVSET

Date: 01/04/2021

**Witness 1**

Name: Shivam Prajapati  
Address: DDL-1665, Dumduma, BBSR  
Contact No: 7070580889  
Date:

**Witness 2**

Name: Prabhakar Kumar Singh  
Address: Aditya Nagar, Sunderpada.  
Contact No: 8249035429  
Date:





## **EXHIBIT A**

### **PURPOSE**

1. Create a sustainable partnership between **SVSET** and **MANTRA UDYOG**, as Industry & Technology partner to improve Internship Training in the State of Odisha.
2. **Faculty Development**
  - Facilitate engineering faculty to use CADD programming framework.
  - Expose faculties to latest industry concepts in CADD programming framework.
  - Prepare and benchmark faculties through continuous training programs.
3. **Empower Students**
  - Introduce students to CADD programming frameworks thereby improve students' understanding and application of concepts.
  - Expose students to latest CADD programming frameworks through augmented training programs and prepare students to be ready for Industry absorption.

## **EXHIBIT B**

### **PROPOSAL (AREAS OF ENGAGEMENT)**

#### **1. Software Access to SVSET**

MANTRA UDYOG, Bhubaneswar agrees to provide Internship Completion Certification (ICC) to all Intern Students from **SVSET** and the same is valid as per the MOU terms and conditions to be entered into between MANTRA UDYOG, Bhubaneswar and **SVSET** agrees to promote awareness of the same to all member institutions and support the other institutions in accessing the same.

#### **2. Introduction of Augmented Training Programs with MANTRA UDYOG, Bhubaneswar**

MANTRA UDYOG, Bhubaneswar agrees to work with **SVSET** to provide internship on latest industry trends for all Engineering disciplines. MANTRA UDYOG, Bhubaneswar agrees to work as a knowledge partner to support **SVSET** in developing Course content for the same. These courses will be offered by faculties of the nearby institutions to the student community. The courses are developed with the objective to prepare Students on latest industry Concepts and be globally competitive.

#### **3. Train the Trainer program**

MANTRA UDYOG, Bhubaneswar agrees to work with **SVSET** to conduct faculty training programs in the Engineering Colleges of nearby areas. **SVSET** agrees to identify colleges with Civil Engineering/Mechanical Engineering/Electrical Engineering branches.

#### **4. Immersive Learning for Students**

The courses are designed to encourage Applied learning where students are evaluated based on understanding concepts and applying programming knowledge into application areas. Student project is a representation of technology use in learning and to gain practical knowledge in the domain. **SVSET** agrees to facilitate organizing Competitions to evaluate understanding and use of various CADD software's by students.



## **EXHIBIT C**



### **1. ACTION ITEMS**

#### **MANTRA UDYOG, Bhubaneswar**

##### **a. Training:**

- To provide the training delivery content for smooth delivery
- To conduct assessments for the students enrolled in the training as per the details shared by the College.
- To issue Internship Completion Certificate (ICC) (minimum 70% attendance needed) for all students who successfully complete their Internship Training

#### **SVSET, Bhubaneswar**

- To provide competent faculty for delivery of training.
- To provide support in reviewing the student projects during Training Session.

##### **b. Lab Maintenance:**

- College agrees to help the Lab In-charge to maintain the labs

### **2. ACTION ITEMS**

#### **SWAMI VIVEKANANDA SCHOOL OF ENGINEERING TECHNOLOGY**

##### **a. Infrastructure: The College during the training agrees to provide**

- Fully equipped Air-Conditioned Computer labs with systems as per the requirement.
- a dedicated Projector, Printer, White Board and Markers
- Internet Connectivity
- Class rooms with LCD projector for the theory classes.
- A Counseling Room
- A Notice Board

##### **b. The College agrees to make it mandatory for all its students from Civil, Mechanical, Electrical Engineering and Architecture branches to have certificates of CADD software.**

##### **c. The College agrees to give a minimum commitment of 200 students for Internship Training and Certification per year.**

##### **d. The Internship Training & Certification fee will be paid by SVSET to MANTRA UDYOG, Bhubaneswar by Cheque/Draft/NEFT in favour of M/S MANTRA UDYOG payable at Bhubaneswar**

##### **e. The College agrees to arrange boarding & lodging of trainer recruited by MANTRA UDYOG, Bhubaneswar.**

##### **f. The College agrees to encourage the faculty members to use MANTRA UDYOG, Bhubaneswar framework in their regular learning.**

##### **g. Program Coordinator: The College/University will appoint a "Program Coordinator" from all departments, he/she would be the single point of contact between the Management & Students.**

### **3. MANTRA UDYOG, Bhubaneswar AND SVSET AGREE TO COOPERATE AS FOLLOWS**

#### **a. An official of SVSET to be nominated by mutual consent will coordinate the activities.**

#### **b. Both the parties shall permit their respective experts to contribute the expertise in the teaching/training programs conducted by either organization through mutual consent.**

#### **c. Both the parties shall obtain prior written permission from the other, prior to the use of respective name and logo in promotional literature and related advertising material.**