# MEMORANDUM OF UNDERSTANDING BETWEEN VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY, BURLA AND SKF INDIA LIMITED, TRAINING SOLUTIONS PUNE

This Memorandum of Understanding (hereinafter referred to as MoU) is made and entered into force this (..Date..) between Veer Surendra Sai University of Technology, Burla (hereinafter referred to VSSUT) and SKF India Ltd. Training Solutions, Pune (hereinafter referred to as SKF).

Preamble:

(In view of the challenging environment and the need to provide students with better learning opportunities it is essential to form more industry-academia partnerships. Such an initiative provides students with excellent learning opportunities and helps in disseminating knowledge) that SKF has gained in being the market leader in rolling element bearings over the past 100 years. This helps the students get up to date with the latest in Condition Monitoring Method's like Vibration Analysis, Reliability Maintenance and Bearing Technology without undue pressures on their time schedules and the need to join any external courses or Training Institutes. There are also benefits to VSSUT in becoming a Knowledge Partner with SKF which are specifically mentioned herewith. This agreement identifies the areas of activities, terms & conditions regarding financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of SKF India Ltd and VSSUT.

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Objective:

The objective of the MoU is to enhance the competence of students and faculty in areas of Bearing and Condition Monitoring Technology and also provide SKF with the opportunity to carry outjoint programme and exchange programs with VSSUT.

This Memorandum of Understanding is an expression of agreement between SKF India Ltd. Training Solutions and VSSUT.

Scope and Terms of MoU:

Identification and working on collaborative development for institutional and industrial interaction for enhancing the competence of students/faculty of VSSUT.

Installation of Self Learning Tools (SLT) developed by SKF in VSSUT.

Self Learning Tools to be loaded in VSSUT to provide students with learning opportunities. (Refer Annexure , page 5-6 for SLT details)

On completion of payment, the SLT's to become the sole proprietorship of in VSSUT.

5. VSSUT can also provide the facility to employees of small scale and local industries to undergo the SLT courses at a nominal fee per course title on a 50(VSSUT):50(SKF) sharing basis with SKF inclusive of examination fee. The fee will be decided by mutual arrangement.

Sharing best available case studies and technical study materials from both in VSSUT and SKF side.

Faculty exchange(guest lecture) programs between VSSUT and SKF

Development of new courses (PG certificate/diploma/degree) and help in syllabus setting by SKF

9 Advanced courses for the meritorious including sponsorship for Training at SKF, Pune

- 10. VSSUT and SKF will hold programs to enrich the knowledge and awareness of students and also local industries in the field of Condition Monitoring, Bearing Maintenance Technology, Reliability Maintenance, RCM for plant maintenance etc. by mutual agreement.
- 11. Certification courses to be initiated for students and launched for students and employees of local industries.
- 12. VSSUT and SKF will jointly market all activities and when required also publish the same in local news papers.
- SKF will assist inproviding training and project work to VSSUT students (UG & PG) wherever possible.
- 14. Setting up Reliability Training cell by VSSUT- The training cell envisages <u>use of special tools and rigs</u> which better the understanding of personnel by giving hands on experience to various maintenance problems. It uses a mix of practical demo tools and rigs, maintenance products and computer based training tools to together form a training cell that allows people to get trained as per the best methodology available

(Refer Annexure 1, page 7-14 for detailed offer)

The training Cell tools will be utilized during joint training organized at VSSUT.

- 15 VSSUT can also provide the facility to employees of small scale and local industries to undergo the classroom training courses at a fee of minimum Rs. 8000/- per day on a 50(VSSUT):50(SKF) sharing basis with SKF inclusive of examination fee.
- Certificate: Joint certificate will be issued to participants on successful completion of training at VSSUT.

#### .I) Modalities and Tenure:

The implementation of the provisions of the MoU will be monitored by a core team comprising of designated team from SKF and VSSUT.

MoU will come into effect the date of signing by both SKF and VSSUT.

MoU will be valid for 3 years. At the end of 3 years the committee will review the achievements and will extend on mutual agreement with any changes in the scope of MoU.

The activities of the core team:

- 1. To meet at least twice in a year
- 2. To examine the activities already undertaken and /or completed
- 3. To examine new proposals and activities
- 4. To identify the resources-human, equipment and finance related

# II. Financial and PR Activities:

The parties shall not impose any financial obligations except for the products/software's supplied. Both parties will share the revenues generated out of all the joint activities as mutually agreed upon-on case to case basis.

## III. Confidentiality:

Both the parties hereunder agree that any information generated out of any of the provisions of the MoU should basically remain with them. This disclosure of any' of such information could be given to a third party only with mutual concurrence of the two parties.

### IV. Force Majeure:

Neither SKF nor VSSUT shall be liable to the other for any delay in or failure of their respective obligations under this MoU caused by occurrences beyond their control, including occurrences of fire, floods, Acts of God, acts of public enemies, wars, insurrections, riots. Strikes, lock-outs, sabotage, act or regulation of the Government or any compliance therewith: and that either party shall promptly, but not later than seven days notify the other party of the commencement and cessation of such contingency and prove that such is beyond the control and affects the implementation of

this Memorandum adversely; and, further, that if such contingency continues beyond one months. Both parties agree to discuss and arrive upon an equitable solution for determination of the Memorandum, or otherwise decide the course of action to be adopted.

#### I. Non Exclusivity:

Both parties are at liberty to explore and identify new areas of co-operation with each other or with third parties whether jointly or singly so long as such cooperation does not detract from the provisions of this Memorandum.

#### VI. Disclaimer:

Each Party will be solely responsible for its own acts and omissions (and the acts and omissions of its employees and other agents) and neither Party will have the authority nor will purport LO act for, or legally binding, the other Party in this project with a third party except as agreed in writing by the Parties.

#### Amendments' of MoU

No amendment(s) to this MoU shall be effective unless it is in writing and signed by duly authorized representatives of both the parties.

## VIII.Settlement of disputes:

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MoU, the parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation. This shall be first settled by discussion within the core committee. If that is not successful, it should be done by arbitration in accordance with the provisions of arbitration and conciliation act 1966 and the award made in pursuance thereof shall be binding.

# Jurisdiction:

All legal disputes shall be subject to the jurisdiction of the courts in Pune.

# Seal of Parties:

This agreement has been executed in two originals - with one of them retained by SKF INDfA LTD and the other by VSSUT.

For and on behalf SKF India Ltd

Name: Rahul E Deshpande

Training Manager

For and on behalf of VSSUT, Buria

Name: Dr. J. R. Mohanty.

Title: Registrar I/c

Date: 14.07.14

Sign:

REGISTRAR alversity of Technology;

Orissa, Burla