

MEMORANDUM OF UNDERSTANDING FOR TECHNICAL TRAINING

BETWEEN

POWER PLANT ENGINEERING WORKS

AND

DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY
ANAKAPALLI

Date: 05-11-2021



மேற்ற இது அர்து ANDHRA PRADESH

பிற்ற முற்ற இது பிறியில் இது பிறியில் இது முறியில் மூறியில் மூறியி

DEPARTMENT OF ELECTRICAL AND ELECTRONICS ENGINEERING

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into and executed on this 5th November 2021, Visakhapatnam BY AND BETWEEN **DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY**, represented by its Principal, having its office at National Highway 16, Anakapalle, Visakhapatnam - 531002 which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

Power Plant Engineering Works, a company having office at PLOT NO. 83, E-BLOCK, AUTO NAGAR, VISAKHAPATNAM-530012, ANDHRA PRADESH, (INDIA) (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECOND PART.

WHEREAS, DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY has initiated to provide competency based employability enhancement skills for Engineering courses as approved / Recognized by appropriate Government Authority & WHEREAS Power Plant Engineering Works (Transformer Services) Training Point in Visakhapatnam is required to perform the role and function of providing hands on skill training to **B. Tech. students in EEE.** WHEREAS the First Party has to nominate the number of students for the various programs offered by Power Plant Engineering Works -TP and WHEREAS the Second Party has expressed its keen interest and desire to be a key partner in the execution of this program in terms of the objectives of the scheme and policy as highlighted and specified in the said program and particularly in view of the desire and interest of Power Plant Engineering Works to join and partner with DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY in providing competency based skills through its training Point in Visakhapatnam.

WHEREAS both parties have held discussions and agreed for collaboration for conducting training Under this MOU and in GENERAL for Engineering Courses whereby Power Plant Engineering Works will impart the requisite training and award credits for the training conducted on its own, to the registered students. Therefore, both the parties hereby agree that the Training Point at PLOT NO. 83, E-BLOCK, AUTO NAGAR, VISAKHAPATNAM-530012, ANDHRA PRADESH, (INDIA), as approved and recognized by Power Plant Engineering Works (Transformer Services) and DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY from time to time shall be known as an act / perform the role of "Training Providers" in GENERAL for Engineering Courses initiated by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY on the following terms and conditions:

- 1. That POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees that Training Point in Visakhapatnam set up by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) and herein after to be referred as "POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP" shall act and perform the role of Training Provider to provide hands on skill training in specific sector such as Telecommunications and Management courses and all its related areas.
- 2. That POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees and undertake that its "POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP" conduct skill training in specific sector such as Transformers Testing & Servicing and Management courses and all its related areas and shall perform following functions:
- a. Announce the schedule of skill training modules for calendar year.

- b. Register students for the modules and maintain a record of the same with POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) and Dadi Institute of Engineering and Technology
- c. Conduct the skill modular training.
- d. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP recognized and approved by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) may register students as provided by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY
- 3. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP as specified in the Memorandum of Understanding, may take flexible training timing and schedule in consultation with DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.
- 4. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP shall announce the schedule of the Skill Modules it plans to offer in the academic year concerned for the information of the prospective students and it shall accept the students as provided by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.
- 5. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP shall be entitled to the fees as mentioned below in academic structure program.
- 6. Priority should be given to POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) to send students for Internship, Project, Certified courses in Electrical Engineering during MoU period.
- 7. Interested students shall be encouraged for Internship, Project, Certified courses in Engineering and Management streams during MOU period.
- 8. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP will conduct appropriate training sessions as per the following pedagogy.
- a) These various programs on different topics under this project will focus on practical hands-on training in field / practical supplemented with structured academic content that shall be provided online and may be supplemented with appropriate theory sessions to the students of DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY in Technical streams.
- b) Practical sessions shall be held in flex-mode that shall expose the students to various Telecom equipment in terms of their operations.
- c) Academic content shall focus on the various operational procedures / facets of the transformer equipment / technologies present in the POWER PLANT ENGINEERING WORKS (TRANSFORMER

SERVICES) network related to the practical sessions in an attempt to provide the student with high end equipment handling practical skills as opposed to rote learning.

d) Academic Structure of Programs:

i. POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Certified Courses for Engineering Stream:

The complete spectrum of Telecom practical skill learning shall be divided into 2 modules. The duration of the skill-part of the program in POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) setups / training Points shall be incorporated into three academic semesters of conventional engineering education B. Tech. (EEE) starting with 5th semester.

I FREE INTERNSHIP / Project: The duration will be 1 week as per the College requirement. II. Industrial visit: Field visit at free of cost.

However, the new courses will be designed in accordance with the requirement / demand from DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY administration and with the both parties mutual concern accordingly.

- e) In brief, the training sessions shall introduce the trainee to various planning and operational aspects, e.g. transformer winding, core construction, quality detection, performance monitoring, fault rectification, etc.
- f) In addition to that an over view on improvement of communication skills, soft skills and preparation of curriculum vita etc., will be imparted as an additional advantage.

g) FORCE MAJEURE:

If at any time, during the continuation of this Memorandum of Understanding, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed, by reasons of war, or hostility, acts of public enemy, civic commotion, sabotage, act of state or direction from statutory authority, explosion, epidemic, quarantine restriction, strikes and lock-outs, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such events is given by the effected party to the other within 7 calendar days from the date of occurrence thereof, neither party shall, by reasons of such events be entitled to terminate the Memorandum of Understanding, nor shall other party have any such claims for damages against the other in respect of such non - performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The

decision of POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) as to whether service may be so resume (at the time frame within which the service may be resume) or not, shall be final and conclusive. However, the Force Majeure events noted above will not in anywhere cause extension in the period of the MOU.

h) Dispute resolution and arbitration:

- a. In case of dispute there shall be an arbitration committee comprising of representative/s nominated by Board of Management, DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, Vizianagaram and representative/s nominated by Head of Visakhapatnam POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Auto Nagar, Visakhapatnam. The decision of the arbitration committee shall be binding on both parties.
- b. The Memorandum of Understanding shall be subject to exclusive jurisdiction of courts at Visakhapatnam only.

i) Arbitration Clause:

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this MOU, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) (Visakhapatnam) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be Visakhapatnam.

1. **Duration of the Program**: 1 week during graduation and 2 weeks after semester exams: The training may be spaced between 5th, 6th, and 7th semesters, covering all certificate programs, for the enrolled students. The distribution of time slots may be decided in consultation with the technical campus. Fee will be decided in accordance with the mutual consent and as per the industrial requirement.

2. PAYMENT TERMS:

- a) For POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Certified courses, Internship and Project trainings, fee [If any] will be directly paid by the student to POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES).
- b) For On-Campus training fee will be paid directly by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY to POWER PLANT ENGINEERING WORKS (TRANSFORMER Visakhapatnam in the form of NEFT to AO (Cash) O/o POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Visakhapatnam before ten days. 30% fee concession for every student. (Share to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY shall be offered as concession to every student)
- c) Amount paid / deposited cannot be refunded under any circumstances.

d) On-Campus trainings:

DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY will arrange accommodation to conduct training classes in the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY premises and practical will be conducted in the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) premises. Transportation charges to the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Experts has to be paid by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY itself, provided the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees to conduct classes in college premises.

3. Relevant Documents

A Comprehensive report (Attendance / Evaluation etc.) of the training shall be furnished by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP, Visakhapatnam to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.

4. Process Methodology

- a. DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY may inspect the training programs randomly by authorized persons and binding on POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP, Visakhapatnam to extend all support to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, Visakhapatnam.
- b. POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP, Visakhapatnam will rectify any shortcomings observed during the visit on an immediate basis.

A summary of the all programs that shall be delivered under this Memorandum of Understanding are as per schedule II.

- 5. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP will evaluate the students for the Training Skills and award grades and such grade sheet be submitted to the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.
- 6. No Confidentiality: There shall not be any confidentiality of any information disclosed to by both parties to each other, either in operationalizing this Memorandum of Understanding or for the purposes of implementing this Memorandum of Understanding. The information sought under Right to Information Act or otherwise by any student, shall be promptly made available.
- 7. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees and undertakes that the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP as recognized and approved by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, shall act as Training Provider in terms of the Memorandum of Understanding signed by them with the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and the Memorandum of Understanding to be signed between the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and the Training Provider shall provide the details regarding the schedule of operation, in order to protect the interest of students and all concerned stakeholders.
- 8. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) shall participate, operate and execute the scheme strictly in accordance with the scheme in GENERAL for Technical & Management Courses initiated by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and shall not indulge in any violation of the scheme.
- 9. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this MOU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.
- 10. The present Memorandum of Understanding can be terminated by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY/ POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) by giving a notice of one month to POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) / DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY without assigning any reason in this regard and the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY/ POWER PLANT ENGINEERING WORKS

(TRANSFORMER SERVICES) shall have no claim against each and its officials on account of termination of such Memorandum of Understanding. However, the responsibilities and duties of both parties in respect of the common students already registered shall not end with the termination of the Memorandum of Understanding, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

11. Effective Date:

Date

This Memorandum of Understanding is effective from the date signed by both the parties will be valid for a period of FIVE years until determined, suspended or terminated earlier.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date first written above.

For DADI	For POWER PLANT
INSTITUTE OF	ENGINEERING WORKS
ENGINEERING	(TRANSFORMER SERVICES)
AND	

TECHNOLOGY Signed Signed Name Title Title ute of Date Technolog 531 002 1) Witnessed by 1) Witnessed by Signature Signature Name Date cal & Electronics Engg, Dadi Institute of Engg. & Tech, Anakapalle - 531 002 2) Witnessed by 2) Witnessed by . 73. Lok ehbaby. Signature Signature Name : CH. RAVI KUMAR

5/11/2021

Name

Date

: TS. LOKESH BABG.

: 5/11/2021