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**Memorandum of Understanding
Between**



**All India Rubber Industries Association
Education Trust (AIRIA- ET)**

And



Tripura University

Date : 23rd day, September, 2016, at Delhi, India

Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 23rd day of _____ September in 2016 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

ALL INDIA RUBBER INDUSTRIES ASSOCIATION EDUCATION TRUST having its registered address at: 601, Pramukh Plaza, B Wing, 485, Cardinal Gracious Road, Chakala, Anderi (East), Mumbai, State- Maharashtra, Country- India; established under the _____ (being represented by its designated person, Shri/ Smt. _____ (authority ??? vide _____ No. _____ dated- _____) of one part.

.....hereinafter in short called as "(AIRIA -ET)" Party-A (which expression shall unless it be repugnant to the context or meaning thereof mean and include the legal representatives, successors-in-interest, administrators and permitted assignees) of the one part;

AND

TRIPURA UNIVERSITY (a Central University) having address at- P.O. Suryamaninagar, PIN-799022, P.S. Amtali, District: West Tripura, State- Tripura, Country- India; established under the Tripura University Act, 2006 being represented by it's REGISTRAR or Registrar designated (being empowered to do so).

.....hereinafter in short called as "TU" Party-B (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators and permitted assignees) of the other part.

About All India Rubber Industries Association Education Trust (AIRIA- ET) – Party A

The All India Rubber Industries Association (AIRIA) established in 1945 is the apex body of Indian Rubber industry. The registered office of the association is located at 601, Pramukh plaza, B Wing, 485, Cardinal Gracious Road, Chakala, Anderi (East), Mumbai. AIRIA established All India Rubber Industries Association Education Trust (AIRIA -ET) in 1989. The aim of AIRIA-ET is to extend assistance in any mode to Universities, Technical Institution for imparting training in Rubber Technology courses with a view to make available trained personnel at various levels to meet the demand of the rubber industries for manpower to accelerate the development of the rubber industries.

About Tripura University – Party B

Tripura University (TU) would be taking preliminary steps for the implementation of relevant programmes, mutually decided by both the parties, which would aim to enhance the employability of students of TU by equipping them with Industry / Business relevant skills.

Now it is hereby mutually agreed amongst both parties to this MoU and binds themselves to the terms and conditions enumerated in succeeding paragraphs:

I. The partners/ Parties have entered into this MoU because they:

1. **RECOGNIZE** the mutual interest in the fields of rubber education, rubber skill training & development and dissemination of knowledge in rubber technology/ polymer science.
2. **RECOGNIZE** the importance of AIRIA Education trust's role in promoting industry collaboration and increased contribution in the field of rubber technology.
3. **RECOGNIZE** the importance of the Rubber Industry Partner within its field of expertise.

II. This MoU will enable the parties to:

FOSTER education, skill development and research collaboration between AIRIA education trust, institutions and rubber industry

SET the ground for longer-term university-industry partnerships in the country

STRENGTHEN the innovative capacities of local industries and advance industry-driven research and innovation in the field of rubber

PROVIDE universities access to industrial environments for applied and problem-based research activities.

III. The parties hereby agree to establish collaboration (MoU) according to terms and conditions set out in the articles following hereunder:

- A. This MOU is not intended to, and does not create any right, benefit or trust, responsibility- substantive or procedural, enforceable by law or equity, by either party, (its officers, employees, or agents) against the other party- (its officers, employees, or agents).

Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.

The Party-B institute agrees to submit outcomes of their joint collaboration to the Party-A (AIRIA-ET), whilst safeguarding their own copyright and any patents that may be produced by their collaboration.

The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in the country.

B. SCOPE OF THE COLLABORATION

The general purpose of this MOU is to facilitate rubber education, rubber skill development and research cooperation between the parties herein based upon the principles of mutual benefit and may include the following general cooperation areas:

C. Roles and Responsibilities of AIRIA- ET

1. Assistance to the students of TU for higher studies in the field of rubber technology;
2. AIRIA-ET will facilitate students of TU, undergoing Rubber Technology course, with the member industries where student shall get Industrial Training;
3. To provide opportunities and assistance to the students of TU in member industries for placement of successful student.

D. Roles and Responsibilities of Tripura University

1. To provide all entitled amenities to students undergoing Rubber Technology course.
2. To Promote Rubber technology courses conducted by Tripura University (RSDC) - AIRIA in their promotional offerings through all the media channels.
3. To get necessary approvals, permissions and affiliations to run the rubber technology courses through the relevant Sector Skill Council (SSC) – RSDC.
4. Ensure that the programs are self supporting. Salaries, DA, TA, office expenses, supply of stationery and material, honorarium, etc will be met by the fees collected from students or from a general / special grant of MHRD/UGC or by the combination of both.
5. Onus of selection of students for admission on merit basis will be TU's (Party-B's) responsibility.

IMPORTANT NOTE: For rubber education and rubber skill development training Party-B must apply to _____ (RSDC) being the Sector Skill Council (SSC) for rubber education and skill training to be their affiliated partner.

E. Outcomes:

This joint venture will help-

1. The youth and/or existing work force in skill development related to rubber technology.
2. Getting certified in the skills through _____ (RSDC) making them employment ready/ employable.
3. In publications and obtaining of patents through collaborative research activities.
4. In Joint National/ International Conferences, Workshops, Seminars and Expo's.
5. In being an Academically Qualified Rubber Technologists.
6. The output will cater to the current gap of skilled and trained manpower in rubber technology at managerial/ supervisory and shop floor levels.

F. Arbitration.

If any dispute arises between the Parties hereto during the subsistence of this MoU or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this MoU or regarding a question, including but not limited to the question as to whether the termination of this MoU has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably. In the case of failure by the Parties to resolve the dispute amicably within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Parties, or in case of disagreement as to the appointment of the sole arbitrator, to a panel of 3 arbitrators with each Party nominating one arbitrator, and the two (2) arbitrators so appointed shall nominate a third presiding arbitrator who shall act as the chairman of the

arbitral panel. The decision of the arbitrator(s) shall be final and binding on the Parties. The place of arbitration shall be Agartala. The arbitration proceeding shall be governed by the prevailing Arbitration and Conciliation Act. The proceedings of arbitration shall be in the English language.

G. Notices.

All notices given pursuant to this Mou shall be in writing and delivered to the Party to whom such notice is directed at the address specified below or electronic mail address as such party shall have designated by notice hereunder:

Party-B's: Tripura University, (Central University)
Suryamaninagar, Tripura, Pin - 799022

Party-A's: All India Rubber Industries Association (AIRIA)
(Part A) Mumbai, Maharashtra (601, Prasmukh Plaza, B wing, 485
Cardinal Gracious Road, Chakla, Andheri, Mumbai)

This MoU shall be governed by and construed in accordance with the laws of India without giving effect to the conflict of laws principles thereof.

G. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of AIRIA's and Tripura University authorised/ competent officials. It shall be in force from day of 23rd September September 2016 to day of 22nd September, September 2021 (A.D.).

Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

[All India Rubber Industries Association]

[Tripura University]

PRESIDENT → ALL INDIA RUBBER
INDUSTRIES ASSOCIATION

O. S. Adhikari (O. S. Adhikari)
Registrar, TU
Tripura University
Suryamaninagar-799022

In Presence of

In Presence of

1.
(Secretary General)
SHASHANK KULKARNI

1.
(प्रो. ए. मुखर्जी)
Prof. A. Mukherjee
सम-कुलपति
2.
Pro-Vice Chancellor
त्रिपुरा विश्वविद्यालय
Tripura University

2.
(Manager - Admin)
SANDEEP SANYAL
5

(Prof. Anjan Kumar Ghosh)
Vice-Chancellor,
TRIPURA UNIVERSITY
Suryamaninagar - 799022
West Tripura.