

उत्तर प्रदेश UTTAR PRADESH

GT 170923

### MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding ("MOU") is made and executed at HBTU Kanpur, dated \_\_\_\_\_\_\_, 2023.

By and between

Paint and Coating Technologists Association, commonly referred to as PACT, Registered under the Societies Registration Act 21, 1860 at No. 1113 dated 07.10.1998, and having its registered office at Department of Paint Technology HBTU Kanpur (with due permission of Administration of HBTI(now HBTU)). (First Party)

#### AND

Harcourt Butler Technical University, Nawabganj, Kanpur (U.P.) – 208 002, India commonly referred to as HBTU, is leading Residential University to become a Centre of Excellence with focus on Research and Development and Incubation in the field of Engineering, Technology, Basic & Applied Sciences, Humanities, Social Science & Management, Architecture and other professional courses. (Second Party)

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#### 2. Preamble

- 2.1 Whereas PACT is a renowned association of qualified Paint, printing ink, plastic, polymer Technologists/engineers, researchers and entrepreneurs. One of the chief objective of the association is to take care of the training, internship, placement, skill development of students of HBTU and to organised seminars, conferences, workshop, training programs, etc. to bring manufacturers, raw material suppliers, applicators and users, manufacturers of application machines and equipment on one platform for the exchange of views for overall development of students and industries.
- 2.2 HBTU is leading Residential University to become a Centre of Excellence with focus on Research and Development and Incubation in the field of Engineering, Technology, Basic & Applied Sciences, Humanities, Social Science & Management and other professional courses. HBTU aims to promote studies, research & innovation in Engineering areas of higher education, to enhance skill development through continuing education programme and knowledge and to achieve excellence in higher Technical education.

## 3 Objective of the MoU

The association is willing to establish laboratory (ies) in the University where in the testing and lab scale manufacturing equipment, apparatus, instruments etc. (related to paint and allied areas) would be installed for the students (B.Tech., M.Tech., Ph.D. etc. in paint and allied field) of HBTUK for their overall skill development and to explore potential opportunities contemplating cooperation for academic programs centring knowledge transfer activities in paint, printing inks and allied areas.

Whereas the association will bear the expenses of all equipment, machineries, instruments, civil work and furnishing the laboratories, which is approximately Rs. 1 to 2 crores, for 5 years. The first phase of facilities, as mentioned above, shall be started within 6 months of





taking possession of the proposed space by The Association. The students of paint, polymer, plastic streams can access the laboratories.

Whereas the laboratory (ies) will be furnished by HBTU in main building, as per the picture attached, and would be named as "PACT-EXCELLENCE"

Whereas, the names of donors would be depicted in the laboratories, office and the stone(nameplate) would be mounted at the entry point of the laboratory displaying the names of concerned authority of HBTU and PACT.

Whereas the laboratories will have a library and PACT Archive, duly maintained by PACT officials. There would be an office of PACT in the laboratory to hold meetings and make arrangements to organise various activities e.g. seminars, workshop, lectures, training etc., in collaboration with the Paint Technology Department to enhance the knowledge and skills of students and also to update the faculty members.

Whereas the university would provide, water, electricity and laboratory (ies) space (around 2000 sq.ft.), internet etc. as available in other laboratories. The laboratory staff (attendant/technical assistant) would be provided by association.

Whereas the association may replace or re-appoint its representative, from time to time, by informing to the University. The representative will work in coordination with Paint Technology Department.

Whereas recurring expenses, such as raw materials, glass apparatus, lab chemicals, etc., will be provided by The Association

Whereas the Association would look after the laboratory items and maintain it for 5 years and thereafter the items would be handed over to the Paint Technology department and would become the property of HBTUK.

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NOW THEREFORE, in consideration of the forgoing premises and of the mutual covenant contained herein, the Parties hereto, one with the other, do hereby agree as follows

#### 1. Commencement and duration

This **MOU** shall take effect from the date of its execution by the last of either of the Parties and will continue for a period of 5 years from that date ("**term**"), unless terminated on mutual discussion by serving upon the other party a prior notice in writing of 30 days or renewed in writing for a further term as agreed in writing by the Parties. The Parties may mutually agree in writing to extend/renew this MOU for further term(s).

#### 2. Variation

This MOU may only be mutually varied/modified in writing signed by authorized signatories of both Parties.

#### 3. Dispute Resolution

If any dispute or difference of any kind whatsoever arises by and between the Parties hereto or in connection with the terms of and stipulated conditions of the "MoU" including any question regarding its existence, validity or termination, the Parties hereto shall seek to resolve any such dispute or difference by mutual consultation in the first instance. As the Members of association are mostly Alumni of HBTI (HBTU), the dispute if any can be resolved amicably. In no case, the matter shall be resorted to court of law. In Kanpur Nagar's court the matter shall be decided by Kanpur Court's jurisdiction.

#### 4. Amendment

The parties may, by mutual consent in writing, modify any provisions of this MoU.

# Agreed

| Signed for and on behalf of Paint and )   |
|---|
| Coating Technologists Association )   |
| (PACT) by its duly authorised officer in Signature  |
| the presence of:  |
| Signature of witness  Name of authorised person (block letters)  Name of witness (block letters)  Name of witness (block letters)  Office held  |
| Office field  |
| Signed for and on behalf of Harcourt  Butler Technical University,  Nawabganj, Kanpur (U.P.) – 208  002 by its duly authorised officer in the presence of:  When the presence of the presence |
| RADHA SACHAN  Name of witness (block letters)  Office held  |

# **Photos of the Laboratory**

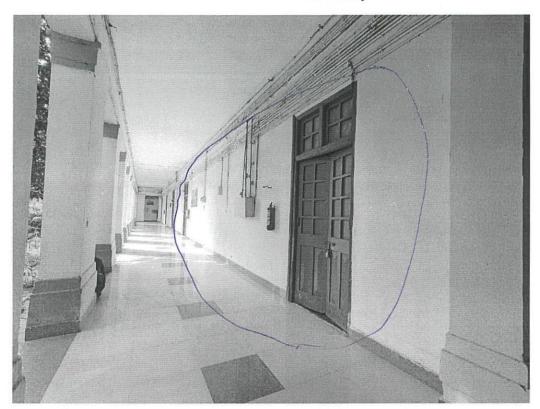


Photo of the Lab (From Right Side)

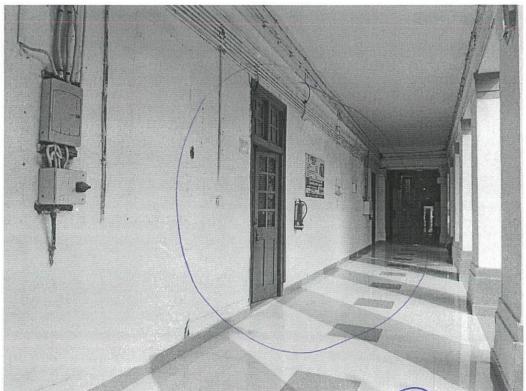


Photo of the Lab (From Left Side)

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