



EXCEL ENGINEERING COLLEGE
(Autonomous)

Approved by AICTE, New Delhi & Affiliated to Anna University, Chennai
Accredited by NBA (AERO, CSE, ECE, MECH), NAAC with "A+" and Recognised by UGC (2f &12B)

KOMARAPALAYAM-637 303
DEPARTMENT OF BIOMEDICAL ENGINEERING
Academic Year: -2022-23

3.7.2 Details of functional MoUs with institutions of national, international importance, other universities, industries, corporate houses, etc., during the year (only functional MoUs with ongoing activities to be considered)

Sl. No.	Name of the institution/ industry/ corporate house	Month and Year of signing MoU	Duration	List of activities under each MOU	Number of students/teachers who benefitted from MoUs
1	Indian Biomedical Skill Consortium	15-10-2022	Three Years	Student training program	4


Academic Coordinator




HOD





MEMORANDUM OF UNDERSTANDING (MoU)

Between

Indian Biomedical Skill Consortium (IBSC)

having its office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O.,
Visakhapatnam – 530031, Andhra Pradesh, India,
(First party, hereinafter referred to as IBSC),
Represented by Dr. Jitendra Kumar Sharma, Chairman, IBSC
& Managing Director & CEO, AMTZ

And

Excel Engineering College (Autonomous)

having its office at NH-544, Salem Main Road, Sankari West, Pallakkapalayam,
Komarapalayam - 637 303, Namakkal District, Tamil Nadu, India,
(Second party, hereinafter referred to as EEC),
Represented by Dr.N.Mathan Karthick, Vice Chairman

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 15th day of October 2022, at Visakhapatnam

Between

Indian Biomedical Skill Council, is established by Andhra Pradesh MedTech Zone (AMTZ), having its office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O. Visakhapatnam - 530031, India, represented by Dr. Jitendra Kumar Sharma, Chairman, Visakhapatnam hereinafter referred to as “Party of the FIRST PART” or “IBSC” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;

And

Excel Engineering College (A) having its registered office at NH-544, Salem Main Road, Sankari West, Pallakkapalayam, Komarapalayam-637 303, Namakkal Dt. Tamilnadu, India, represented by Dr. N. Mathan Karthick, Vice Chairman here in after referred to as “Party of the SECOND PART” or “EEC” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign.

Both parties hereinafter shall collectively refer to as “Parties”

2. WHEREAS:

- I. The Party of the FIRST PART is a Council for Biomedical Engineering Skills in India promoted by the AMTZ, in collaboration with Medical Devices Industry stakeholders in India, which has the mandate to test and grade the competency of bio-medical engineering professional skills in India; IBSC is recognized by Ministry of Skill Development & Entrepreneurship, Government of India. IBSC has its independency & unique identity to certify biomedical professionals and deliver skill training programs.

- II. The Party of the SECOND PART is Excel Engineering College(A) at NH-544, Salem Main Road, Sankari West, Pallakkapalayam, Komarapalayam - 637303, Namakkal District, Tamil Nadu, India. Excel Engineering College (Autonomous), imparts futuristic technical education with a humane touch through our dedicated faculty, so that our students become trendsetting engineers of the modern era and responsible Citizens of the nation. We are concerned about the needs of the nation as well as of the world to be met with the help of technology that is tuned to ameliorating at the root level not only the monetary status but also the social as well as the spiritual requisites.
- III. The Parties hereby express their willingness to enter into a Memorandum of Understanding to set out the frame work to carry-out training of learners as per job roles(s) related to Medical Device Industry.

3. PREAMBLE

- 1.1 IBSC is engaged in Skill Development, Education, Hands-on-Trainings and R&D services in the fields of Medical Technology and related fields.
- 1.2 EEC is a higher educational institution established in the year 2007. Excel Group Institutions are moving, fulfilling the aims of Sri Rengaswamy Educational Trust. It feels happy whenever the students get the best of instructional inputs and the best of infrastructural benefits conducive to their all-round development and formation, making their parents and guardians satisfied in the process. Adherence to rules makes this possible and rules are in place only as a means to serve an end. The ultimate aim is to make a student who leaves our institutions to stand on his own feet, not only economically but also as a person possessing values which he / she can impart to the world, in the process of which the world becomes a better place to live in.
- 1.3 IBSC & EEC believes that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- 1.4 The Parties intended to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

- 1.5 The Parties hereby express their willingness to combine their resources for skill development in medical technology and related sectors, and work towards promoting the growth of the sector by creating necessary eco-system for the said purpose.

4. SCOPE OF MoU

The Parties have decided to enter into this Memorandum of Understanding to express their interest on collaborating on joint activities that will be described in various project agreements entered into by the parties:

4.1 ROLES AND RESPONSIBILITIES OF IBSC

1. IBSC shall undertake to collaborate with EEC on mutually agreed activities pursuant to project agreements entered into by the parties.
2. IBSC shall provide industrial-oriented trainings/courses for the EEC students.
3. IBSC will extend support for developing industrial-oriented curriculum development inputs.
4. IBSC will extend support for Guest faculty for delivering the courses.
5. IBSC will provide Faculty development programs (FDP)/ Short term training programs (STTP) for enriching the faculty/staff knowledge in the biomedical domain
6. IBSC shall facilitate industrial visits to the students.
7. IBSC will facilitate internship support for the students who have completed the required training modules of the IBSC programs.
8. IBSC will facilitate access to the Common Scientific Facilities (CSFs) other facilities to the university students / faculty / researches for medical device research purposes.
9. IBSC shall appoint a 'Point of Contact' for necessary coordination with EEC.

4.2 ROLES AND RESPONSIBILITIES OF EEC

1. EEC shall undertake to collaborate with IBSC on mutually agreed activities pursuant to project agreements entered into by the parties.
2. EEC shall facilitate interested student engagement in the IBSC training programs.
3. EEC shall facilitate interested faculty/staff engagement in the FDP/ STTP.

4. EEC shall provide the space and facility to conduct the training-related activities in their premises.
5. EEC shall facilitate the credit transfer option for the IBSC training programs.
6. EEC shall provide support for developing a Center of Excellence at University premises.
7. EEC shall encourage interested faculty engagement in research & consultancy work with AMTZ group of institutions and manufacturers.
8. EEC shall appoint a 'Point of Contact' for necessary coordination with IBSC.

4.3 JOINT ROLES AND RESPONSIBILITIES OF IBSC AND EEC

1. The Parties would provide support as mutually agreed upon in project agreements.
2. The Parties would undertake and execute the mutually agreed tasks within a stipulated time frame as detailed in project agreements.
3. The Parties would provide industrial ready Biomedical Engineers.
4. The parties would execute joint research collaboration activities for publishing research articles/patents
5. The Parties will organize the technical Events / Seminars / National Conference / International Conference / Symposia.
6. The parties will develop industrial-oriented courses/programs at the UG/PG level.
7. The Parties may also enter into a separate arrangement/agreement on a case-to-case basis, on such terms and conditions as may be mutually agreed by the parties.

5. DURATION OF MoU

The total time frame of the engagement would be for a period of 3 (three) years from the date of signing this MoU. The term of this MoU may be extended as may be mutually decided by the Parties.

6. DELIVERABLES

The deliverables would be as detailed in the scope of each task, mutually agreed between the parties, from time to time. Requisitions for a specific task could be given by any of the parties on mutually agreed terms of references that would be specific to identified projects.

7. FINANCIAL ARRANGEMENT

This will be undertaken by a separate financial terms & conditions on a project-to-project basis on mutually agreed terms by the parties. Each Party shall bear its expenses in discharge of its responsibilities mentioned in this MoU.

8. CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise contemplated by this MoU, each Party (the “receiving party”) undertakes that, in order to protect the proprietary interest of the other Party (the “disclosing party”) in the disclosing Party’s confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party’s confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors. Specific confidentiality and non-disclosure agreement will be a part of specific MoUs agreed by the Parties for each project.

8. AMENDMENTS TO MoU

In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the others of the same.

10. TERMINATION OF MoU

10.1 This MoU may be terminated by either of the parties forthwith if the any party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served on it by the other parties.

10.2 In addition to the reasons for termination as set forth above, this MoU may be terminated forthwith by any of the parties voluntarily by giving sixty (60) days' notice in writing to other parties OR involuntarily due to entering into composition, bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed and with the advance notice of 3 months by any of the parties.

11. FORCE MAJEURE

None of the parties shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, lockouts, Epidemics, Riots, Civil Commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other parties within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.

12. ASSIGNMENT OF MoU

The rights and / or liabilities arising to any party of this MoU shall not be assigned except with the written consent of the other parties and subject to such terms and conditions as may be mutually agreed upon.

13. DISPUTE RESOLUTION

In the event of any dispute arising between parties with regard to any terms/conditions or this MOU, the parties would refer the dispute to a two-member committee consisting of a representative of each of the parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MOU and cause of the Organizations.

14. ARBITRATION

In the event of the dispute remaining unsolved, in spite of the efforts of the committee, the parties may refer the dispute to a Sole Arbitrator. The Sole Arbitrator shall be jointly appointed by the Parties, who would conduct the Arbitration proceedings as per the Arbitration and Conciliation Act, 1996.

The place of Arbitration shall be Vishakhapatnam, Andhra Pradesh.

15. NOTICES

15.1 Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized, next-day courier service, or (iii) registered postal services, or (iv) or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to the address me

Party First Part (the "IBSC")
Dr. Jitendra Kumar Sharma
AMTZ Campus, Pragati Maidan
VM Steel Project S.O.,
Visakhapatnam – 530031, India

Party Second Part ("EEC")
Dr. N. Mathan Karthick
Excel Engineering College(A),
Komarapalayam - 637303
Tamil Nadu, India

15.2 Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 fifteen days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.

16. Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU

IN WITNESS WHERE OF the Parties here to have signed this MoU on the day, month and year mentioned here in before

For and on behalf of IBSC

For and on behalf of EEC



Dr. Jitendra Kumar Sharma
Managing Director & CEO



N. Mathan Karthick
Dr. N. Mathan Karthick

Vice-Chairman,
Dr. N. MATHAN KARTHICK
VICE CHAIRMAN & SECRETARY
SRI RENGASWAMY EDUCATIONAL TRUST
KOMARAPALAYAM - 638 183.

Witness: *[Signature]*

Witness: *[Signature]*

Date: 15-10-2022

Date: PRINCIPAL
XCEL ENGINEERING COLLEGE
KOMARAPALAYAM.