

JPS ENGINEERING & SERVICES INDUSTRY

MECHANICAL • ELECTRICAL • CIVIL Manufacturing & Services

MEMORANDUM OF ASSOCIATION

The Memorandum of ASSOCIATION is executed on this day of 1ST July, 2018

BETWEEN

JPS Engineering & Services Industry here in after referred to as "JPS, Kakinada", is a Private Limited Organization making Presser vessels, columns, process industry equipment for various industries across India having its office situated in Plot No.5A-10 & 5A-17,IDA Peddapuram ,APPIIC, Kakinada, Andhra Pradesh, INDIA.

AND

CMR College of Engineering & Technology, an Educational Institution offering Engineering Programmes at UG,PG & Research under MGR Educational Society having registered under Registrar of Societies, Hyderabad With Registration Number 6352/2001 dated 19th September 2001 and having AICTE approval with Permanent ID-1-4879971 and EoA dated 25th April 2019 and permanently affiliated to JNTU Hyderabad with UGC Autonomous Status. Situated at Kandlakoya, Medchal Road, NH-44, Medchal District, Hyderabad – 501401

ARTICLE 1: PURPOSE OF THE MEMORANDUM OF ASSOCIATION

1.1 The purpose of this memorandum of ASSOCIATION is to facilitate broadly Industry Interaction with CMRCET and the members of JPS Engineering & Services Industry (JPS, KAKINADA).

ARTICLE 2: (A) ROLE OF CMRCET

- 2.1 CMRCET shall identify suitable Engineering and Management Students to visit JPS, KAKINADA for Study Tours, Internships and Employment opportunities.
- 2.2 CMRCET shall offer consultancy services to JPS, KAKINADA in problem areas.
- 2.3 CMRCET conducts a certificate program for students of CMRCET under a joint certificate program with JPS, KAKINADA.

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- 2.4 CMRCET conducts training programs to employees or trainees of JPS, KAKINADA in the selected areas as per mutual agreement.
- 2.5 CMRCET conducts skill development programs under Pradhan Mantri Kaushal Vikas Yojana (PMKVY) or NSDC in the areas which are in great demand in companies in general and the same is extended to JPS, KAKINADA as per the requirement or conduct special programs exclusively for JPS,KAKINADA.
- 2.6 CMRCET will conduct necessary training programs in theory and labs which will be followed by on the job training to JPS, KAKINADA. If the trainees are found suitable they can be absorbed by JPS, KAKINADA. But this will not bind over on JPS, KAKINADA to impart training to the candidates and to absorb them in JPS, KAKINADA.
- 2.7 CMRCET provides the testing facilities and library facilities available to JPS, KAKINADA.
- 2.8. CMRCET provides expertise in R&D and Consultancy to JPS, KAKINADA.

(B) ROLE OF JPS, KAKINADA

- 2.9 JPS, KAKINADA shall facilitate the engagement of Industry Interaction.
- 2.10 JPS, KAKINADA shall facilitate Industrial Visits / Study tours, Internships and employment opportunities for CMRCET subject to availability of vacancy/ies in JPS, KAKINADA.
- 2.11 JPS, KAKINADA shall facilitate to share their problematic areas where CMRCET has the strong capability to do consultancy.
- 2.12 JPS, KAKINADA shall facilitate joint certificate program.
- 2.13. JPS, KAKINADA can avail the expertise and laboratories of CMRCET for training of their employees or Trainees.
- 2.14 JPS, KAKINADA will associate with CMRCET for skill development programs under Pradhan Mantri Kaushal Vikas Yojana (PMKVY) or NSDC for developing skills for unemployed youth in the areas of great demand.

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2.15 JPS, KAKINADA can take advantage of Library, Testing facilities available with CMRCET and also avail R&D and Consulting activities with the expertise of CMRCET.

Article 3: General Terms, Restrictions and Limitations.

- 3.1 Nature of the Memorandum of ASSOCIATION: This Memorandum of ASSOCIATION is formulated as a statement of interest and intent to facilitate and develop mutually beneficial cooperative activities.
- 3.2 Independent Contractor Status of the Parties: In the performance of this Memorandum of ASSOCIATION, both JPS, KAKINADA and CMRCET shall be considered independent bodies. Neither of them is authorized or empowered to act as an agent for the other for any purpose. Neither of them shall enter into any contract, warranty or representation as to any matter on behalf of the other. Neither shall be bound by the acts or conduct of the other.
- 3.3 No Warranty: No warranties, representations or condition, express or implied, including, without limitation, any representations, warranties or conditions of accuracy or sufficiency are made by either party under this Memorandum of ASSOCIATION.

ARTICLE 4: VALIDITY OF THE MEMORANDUM OF ASSOCIATION

4.1 This Memorandum of ASSOCIATION is valid till 30th JUNE 2021 from the date of this MoA notwithstanding the date of execution covers all activities undertake from the commencement of this MoA and after which the parties may mutually agree to extend the Memorandum of ASSOCIATION. This Memorandum of ASSOCIATION may be modified or changed every year on mutually agreed terms.

In addition, by written consent of both sides, it can be modified or changed at any time. Either party shall have the right to terminate this Memorandum of ASSOCIATION, or any statement of work, without any cause by giving the other party minimum notice of 30 days. Notwithstanding such termination, any Program that commenced prior to such termination shall continue to the end of the normal term of the Program.

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4.2 This Memorandum of ASSOCIATION has been validated by the responsible authorized signatories of JPS, KAKINADA and CMRCET and is recorded in two original documents.

IN WITNESS WHEREOF the parties hereto have signed this Memorandum of ASSOCIATION on the date above mentioned.

APPROVED FOR ON BEHALF OF JPS,KAKINADA	APPROVED FOR ON BEHALF OF CMRCET
SIGNED D.M.	SIGNED
TITLE : Proprietor	TITLE :Principal
NAME: D Anjaneyulu	NAME: Dr.V A Narayana
DATE:	DATE:



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