

Memorandum of Understanding

By and Between

As Party 1

Mewar University, Chittorgarh Rajasthan

As Party 2

Institution of Fire Engineers, India

Nature of Association

Admission Counseling and Training Partner

Signed on

15_ / February_ / 2022_

AGREEMENT OF AUTHORIZED STUDY TRAINING PARTNER

This Agreement cum Memorandum of Understanding (in short MOU) is made on **15th of February 2022** at **MEWAR UNIVERSITY, CHITTORGARH, RAJASTHAN** between **INSTITUTION OF FIRE ENGINEERS, INDIA**. Run By MEWAR EDUCATIONAL SOCIETY controlled by a Board of Management, constituted by the MES duly represented by its authorized Representative its Addl. Director / Chairman to execute this MoU on behalf of MEWAR UNIVERSITY here in after referred to as the MEWAR UNIVERSITY, Which expression shall unless repugnant to the context or meaning there of include its successors and assignees, of One Part as First Party.

AND

INSTITUTION OF FIRE ENGINEERS (INDIA), DELHI an NGO and professional body registered under the Societies Act, 1860 and having the Registration No. **5636** PAN NO. **AAATI3865K** Having its office At **719, Jaina Tower – I, 7th Floor, Janakpuri District Centre, New Delhi – 110058**, Represented by **Dr. U S Chillar S/o. Sh. Tekchand For Director General, Resident of 556, Sector – 31, HUDA, Gurugram, Haryana – 122001**. His successor and assignees, here in after referred as **TRAINING PARTNER** which expression shall unless repugnant to the context and meaning there of shall mean and include its present and future partners of the Other Part as Second Party.

I accept and agree to the above conditions given above in term 'I' and to any other text or annexure forming part of this agreement. I also declare that I am the authorized signatory of the **IFE (India) - (INSTITUTION OF FIRE ENGINEERS, (India))** and my signatures, as given below are my true signatures. We hope that you will try hard to fulfill the above criteria and make more students educate in the field of Fire Safety and Disaster Management, training and Technical Education. All disputes and differences, what so ever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at CHITTORGARH, RAJASTHAN, INDIA which shall be the courts having jurisdiction to Entertain and try the same.

***Terms & Condition applied to every Authorized Study and Training Partner**

His/her successor and assigns, hereinafter referred as individual **TRAINING PARTNER** which expression shall unless repugnant to the context and meaning thereof shall mean and include its present and future partners of the OTHER PART as Second Party: WHEREAS MEWAR UNIVERSITY is an autonomous body set up by the Government of Rajasthan through Act. No. 4 of 2009 passed by the Rajasthan Legislative Assembly (Government of Rajasthan). The University is recognized by the UGC u/s 2(f) of UGC Act with powers to confer degrees u/s 22(1) of the UGC Act, 1956 vide their letter no. F.9-15/2009(CPP-I) dated 30th March, 2009. This is the only private and self-financed University in Rajasthan which is also approved by the UGC u/s 12B of the UGC Act vide their letter No. F.9-15/2009 (CPP-I/PU). The University is also NAAC accredited and confers and imparts various certificate/diploma/Advance Diploma/Degree/Doctorate/Industrial and Vocational Training and Education in India By Ways of Various Course,

The Main Object of MEWAR UNIVERSITY :

1. To provide and promote education in India by way of various courses which are relevant to the current time through qualified, experienced teachers and professionals enable the student, to become self-dependent, and which are job oriented.
2. To provide Vocational training like Computer, Medical and Health, Fire and Safety, Teacher's training, Skill Development, Yoga, Sports, Engineering, Management, Agriculture, House interior, Industrial, Technical / Non-Technical, Vocational, and Community Development programs etc. and establish, Manage, maintain, educational, vocational and technical institutions in India.
3. That MEWAR UNIVERSITY is established under the section 12A of UGC Act. And has the power to provide education and provide certificate/Diploma/Degree/P.G and Doctorate
4. That Mewar University is entitles under NAAC Accreditation
5. No objects shall be carried out without obtaining prior approval / No-objection certificate of the designated authority, wherever required.
6. None of the objects of the trust carried out on commercial basis.

DR. U S CHILLAR has applied for being a **TRAINING PARTNER of MEWAR UNIVERSITY, RAJASTHAN** as **Director General of INSTITUTION OF FIRE ENGINEERS (INDIA)**. This agreement is being made for providing Expert Guidance, EDUCATION AND TRAINING IN THE FIELD OF FIRE AND SAFETY ENGINEERING AND DISASTER MANAGEMENT EDUCATION, INDUSTRIAL TRAINING EDUCATION, and SKILL DEVELOPMENT TRAINING EDUCATION run by MEWAR UNIVERSITY. AND WHEREAS the IFE (India) has group of professionals has agreed to do spread the programs and courses with the MEWAR UNIVERSITY as per the terms and conditions hereinafter referred in Annexure1.

The Institution of Fire Engineers (India) was established on the **recommendations of the Standing Fire Advisory Council constituted by the Chiefs of Fire Services in India and headed by DG CD, Ministry of Home Affairs, Govt. of India**. The Institution was founded in the year 1973 as a premier non-government organization (NGO) and professional body registered under the Societies Act, 1860 as resolved in one of the meeting held under the Chairmanship of the **then Dy. Home Minister, Ministry of Home Affairs, Govt. of India Sh. B.N. Datar**. IFE (I) is dedicated to the cause of fire engineers and fire engineering profession. The Graduate ship Examination conducted by the Institution is recognized by the Ministry of HRD, Department of Education, Govt. of India for appointment to the post of Divisional Officer/Asst. Divisional Officer and below in Central and State Govts./Public Sectors and Local Bodies & Industries Fire Services.

Our multi-disciplinary team of experts is equipped to advise and assist clients across a broad range of traditional as well as emerging security, safety and disaster related matters. The affairs of the Institution are managed by the Executive Council headed by a President and 17 elected members. Director General functions as Executive for running the affairs under the guidance of the Council.

The objectives of the Institution in force are as under: -

1. Conduct Graduate ship examination, which is recognized by Government of India.
2. Publishing quarterly technical journal "Fire Engineer".
3. To associate with all organizations engaged in Fire Protection work and making significant contribution in promoting Fire Engineering Science.
4. Organizing Conferences and Seminars and Training Workshops as well as Exhibitions.
5. Rendering technical advice on any specific problem related to Fire & Life Safety.

6. To take-up assignments to evaluate Fire Risks to carryout Fire Safety Audit and to provide Fire Protection Scheme of Industries and Commercial complexes.
7. To conduct training program for various levels and to conduct coaching classes, to prepare students for various Fire Service Examinations.

That the IFE(I) has the team of professionals to provide the training and education in the field of fire safety and can teach and make the amendments in the curriculum/ Syllabus of courses in fire safety as per the requirements of industry and present scenario.

NOW THEREFORE the parties, in consideration of the covenants undertaking and commitment set forth herein, NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Introductory Term's:- All the terms are mandatory in nature:-

A. Purpose:

The purpose of the MOU is only in initiative capacity for mutual understanding between both the parties to take/give the ADVICE to start required infrastructure/hardware/marketing survey/payment schedule etc. by TRAINING PARTNER before the appointment of Training Partner. This MOU shall not be treated as final agreement for appointing TRAINING PARTNER. The failure of any terms by second party under the garb of this MOU is not entitled for any claim because of signing of this MOU. The second party shall be entitled to provide Training and said to be TRAINING PARTNER of MEWAR UNIVERSITY only after signing of Agreement.

B. Payments:

All payments should be made by demand draft in favor of MEWAR UNIVERSITY OR / Online through website / NEFT / RTGS / IMPS / Other Mode. The details of fee/ payment necessarily have to be mentioned here. (The fee is non-refundable) IFE will not charge any amount of money from candidates on behalf of Mewar University.

C. Other ASTC Distance Criteria:

Mewar University has never affiliated any institution, nor has the University ever set up any study centre in any part of the country other than its main campus at Gangrar, Chittorgarh (Rajasthan).

D. INTELLECTUAL PROPERTY RIGHTS:

All the intellectual property rights, to and in the course name/curriculum, software framework for the delivery of study materials, whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this agreement, are the exclusive intellectual property of MEWAR UNIVERSITY, IFE is authorized to use such names only during its authorization by MEWAR UNIVERSITY programs only. MEWAR UNIVERSITY may take appropriate legal action on its unauthorized use.

1. INDEMNITY:

Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees, or agents, resulting from, arising out of or relating to:-

- 1.1 A breach or non – performance of any of the representations, warranties, covenants and / or assurances contained herein.
- 1.2 Failure to perform any obligations contained herein.
- 1.3 A breach of any law, rule, regulation, notification, or other statutory or legal provisions or requirements.
- 1.4 Any Willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

2. CONFIDENTIALITY:

- 2.1 Both the parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:
- 2.2 Inconsequential or obvious Already in its possession other than as a result of a breach of this clause.
- 2.3 In the hands of the public other than as a result of a breach of this clause.

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

3. VALIDITY:

- 3.1 This agreement embodies the entire, sole and exclusive agreement and understanding between the parties hereto with respect to the subject matter hereof and signing of this agreement shall result in cancellation and replacement of all past understandings, appointments, and agreements amongst the parties hereto whether in writing or otherwise with respect to the subject matter of this agreement.
- 3.2 This agreement shall be effective from the date of agreement and shall be valid for two year. The validity period shall be automatically stand extended subject to fulfillment of various norms defined by NPC&VB SKILL DEVELOPMENT for renewal of ASTC from time to time.
- 3.3 Any amendment or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by both the parties.
- 3.4 If any provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

4. JURISDICTION:

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the Construction thereof or otherwise shall be referred to the courts at Chittorgarh, Rajasthan , India, which shall be the courts having jurisdiction to entertain and try the same.

5. NOTICES:

Any notices, request and other communication required or permitted hereunder shall be in writing and shall be given by courier / registered mail followed by a confirmation letter by courier, registered mail, at or

to each of the parties at the addresses set forth below in this agreement or to address as intimated from time to time.

6. LEGAL TERMS:

In the event of any dispute or controversy whatsoever between the parties arising out this MOU in Connections with the right and obligations hereunder, the parties shall first endeavor to co-operate to resolve the dispute or controversy by mutual consultation. If such dispute or controversy could not resolve then parties are free to adopt appropriate legal resource after giving 60 days' notice to the other party. All disputes are subject to Chittorgarh Jurisdiction only.

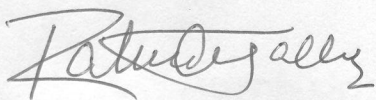
In respect to authorization of IFE, the application form filled by me, includes all the adequate and absolute information. If information in the form is found incorrect or unreliable then application should be immediately cancelled and I would have no objection regarding it.

I accept and agree to the above condition given in term A to Z, and all clauses above in term 'I' and to any other text or Annexures forming part of this agreement. I also declare that I am the authorized signatory of the IFE and my signatures, as given below are my true signatures.

We hope that you will try hard to fulfill the above criteria and make more students educate in the field of FIRE SAFETY AND DISASTER MANAGEMENT training and Technical education.

Signed by and on behalf of

Party of 1st Part

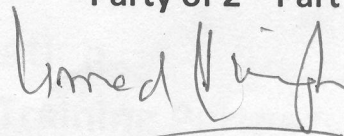


**Mr. Ratinder Jallu – Addl. Director
Mewar University,
Chittorgarh, Rajasthan**

Witness :



Party of 2nd Part



**Dr. U S Chillar - Director General
Institution of Fire Engineers
India**

Witness :

