



ECONSTRUCT Design & Build Pvt. Ltd.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Econstruct Design and Build PvtLtd

AND

TO EMPOWER BUDDING CIVIL
ENGINEERING STUDENTS

Through

INDUSTRY & ACADEMIC INTERACTION



Venkatdhari heights, 2nd floor Parappana Agrahara main road, Kudlu, Bangalore-560068
Mobile: 9036744017 | Email : mou@e-construct.in
www.e-construct.in



ECONSTRUCT Design & Build Pvt. Ltd.

WHEREAS:

- a) The COMPANY is in the business of Engineering Consultancy, Contracting or Construction services and corporate trainings.
- b) The details of the Industry-Academic Interaction conducted by the COMPANY are mentioned in their Table attached herewith as **Annexure – 1**.
- c) COLLEGE is a leading Institution offering a wide range of courses in different fields of study. Established in the year _____ and looking for the companies that can provide Insights about the Industry Requirements and expectations from the budding Civil Engineers.
- d) COMPANY assures to the COLLEGE that they have the necessary experience and they are interested to spread awareness among the Civil Engineering Students so that they can prepare well for the placements according to the expectations of the Industry with the tips and tricks shared by the COMPANY during 12 webinars program.
- e) Parties had several discussions on the Offer submitted by the COMPANY and Parties also had discussions on the terms and conditions, based on the representations by the COMPANY, COLLEGE has accepted the Offer. Accordingly, Parties are desirous in executing this MOU with the terms and conditions mentioned hereinafter:



ECONSTRUCT Design & Build Pvt. Ltd.

NOW THEREFORE in consideration of mutual undertakings and covenants as set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS:

Capitalized terms used in this MOU have the meanings given to them in this Section 1 (the "Definitions") or as otherwise specified in this MOU.

1.1. **"Applicable Laws"** means all laws in force and effect as of the date hereof and or which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs, orders of any court or notifications/official gazettes issued by appropriate authorities, as may be in force and effect during the subsistence of this Contract.

1.2. **"Interaction"** shall mean Online webinars/workshop/meetings with the whole civil engineering department students at least once in a month to interact with students and make them aware about the projects life cycle in the civil Industry and the Interaction Schedule is attached herewith as table - 1.3 **"Effective Date"** shall mean the date of execution of this MOU by the Parties and more specifically mentioned in clause 7 of this MOU.

1.3. **"Intellectual Property and Proprietary Rights"** shall mean any intellectual property or the proprietary information that is currently owned by the COMPANY or the COLLEGE. The names, marks, titles, logos, insignias, and trade names, the Technical Information related to the patent applications made by the COLLEGE or the COMPANY.

2. INTERPRETATION:



2.1 If there is any ambiguity between the terms and conditions and the offer mails, these terms and conditions shall prevail.

2.2 If there is any ambiguity between the terms and conditions of this MOU and the Annexures, the terms and conditions mentioned in this MOU shall prevail.

3. APPOINTMENT:

3.1. Upon acceptance of this MOU by the COLLEGE, the COLLEGE shall provide the list of students who are participating in the **12W12M** program.

3.2. COMPANY shall provide access to all the students got enrolled on the platform.

3.3. COMPANY shall give the detailed session schedule along with timings on the agenda for the 12 webinars in 12 months.

4. SCOPE OF WORK:

4.1. COMPANY shall conduct at least one interaction program between Industry Expert and the Students every month consecutively for 12 months starting from 5th September 2020 to 31st August 2021. Whole Civil Engineering Department will be eligible to attend this interaction program including students from 1st year to final year from Diploma/B.E/B.Tech/M.E/M.Tech (Civil/Structures/CTM/CAD Structures etc.). Faculties, HOD,



ECONSTRUCT Design & Build Pvt. Ltd.

Placement officers are also welcome to join the interaction program.

- 4.2.COMPANY will provide insights about the various departments in the Civil Engineering Company. Latest Technologies used under most of the departments.
- 4.3.COMPANY will also provide awareness about the **department's v/s the skillsets** expected by the company in respective department so that students can choose their department and prepare accordingly for the final Placement.
- 4.4.COMPANY will provide **live presentations and live demo on live projects** of the Company. This will help students to understand how exactly projects are executed from start to end in each dept.
- 4.5.COMPANY will provide List of software's used in each sub-department of CIVIL ENGINEERING. This will help students to **choose right combination of software** instead of learning random software.
- 4.6.COMPANY will provide a **step by step learning plan** to align skills of the students to the requirements of the Industry. This will help students to prepare better for the final placements in the campus or outside of Campus after passing out.
- 4.6 COMPANY will provide **mock Technical interview session** in various depts. Like Drafting, BIM, Structures, Project Management, Contracts Management, etc.
- 4.7.COMPANY will provide awareness on **soft skills requirements** in the Corporate World. This will include dress code, Business writing



ECONSTRUCT Design & Build Pvt. Ltd.

& communication skills, CV/Resume/Personal Portfolio writing skills, and Technical reporting and presentation skills.

4.8. COMPANY will provide awareness on how students can plan their career in order to start their **Entrepreneurship Journey**

4.9. COMPANY will **suggest research topics** to the students for working on the research projects during their vacation.

5.0. COMPANY will **suggest Topics for the final year projects.**

5.1. COMPANY shall consider all the participants of **12W12M** Program for attending the ON-JOB, Online or offline, Full-Time or Part-time, Internship Drive conducted by Econstruct, once in a year. This is strictly subject to the availability of the vacancy / requirements in the Company. Those who have attended all the events of 12w12m will only be eligible to attend the Internship drive conducted by Econstruct.

5.2. COMPANY shall provide certificates to all the participants of the 12W12M Program in a softcopy format. COMPANY will email the certificates to the designated COLLEGE Coordinator who will in turn distribute the certificate to the respective students.

5. OBLIGATIONS OF THE PARTIES:

5.1 OBLIGATION OF THE COLLEGE:

5.1.1. The COLLEGE will **nominate one coordinator** to coordinate this **12W12M** event with the COMPANY. This coordinator will be a single



ECONSTRUCT Design & Build Pvt. Ltd.

point of contact for all the coordination between the COMPANY and THE COLLEGE. Registration link for the placement officer: <https://zfrmz.com/pl7ELJm1WbK6PlnuZOIx> (please do not share it with the students).

5.1.2. The COLLEGE will nominate **either HOD or TPO or Faculty as a single point of contact** to represent on behalf of the whole Civil Department of the COLLEGE.

5.1.3. The COLLEGE shall **provide the list of the students** participating in the **12W12M** program to the COMPANY. Students registration link <https://zfrmz.com/qlHHIRHpNFifPVY7n7vV>

5.1.4. The COLLEGE shall make sure that the registered students are attending the program on the designated dates as per the scheduled shared with the COLLEGE in advance by the COMPANY.

5.1.5. The COLLEGE shall distribute the certificates to their students at the end of the 12w12m program. COMPANY will send softcopy of the certificate to the designated COLLEGE Coordinator will in-turn distribute the same to the students

5.1.4. The COLLEGE coordinator would create a WhatsApp group with all the students and also add one coordinator from the COMPANY side in the group. COMPANY shall update all the updates in the WhatsApp group as well as by sending email to the COLLEGE Coordinator.

5.1.5. College will authorize the Company to send the 12w12m program details in WhatsApp group, email and through SMS to the registered students.



6.2 OBLIGATIONS OF THE COMPANY:

6.2.1. COMPANY shall conduct the 12W12M program as per the **annexure 1**

- 7 COMPANY shall provide certificate only to those participants who will attend all the workshops of 12W12M program and the company will maintain the attendance through an online registration link which is shared at the end of each workshop.

6.3. CERTIFICATIONS OFFERED BY THE COMPANY

6.1 COMPANY shall provide a appreciation certificate to the designated 'Co-coordinator'

6.2 COMPANY shall provide a 12W12M program participation certificate to all the students who will attend all the 12 webinars in 12 months.

7. CONSIDERATIONS AND GENERAL TERMS AND CONDITIONS OF THE MoU

7.1. 12W12M program is purely an Interaction program to spread awareness among Civil Engineering Students at the early stage.

- 7.2 This Interaction or Awareness program is conducted by the COMPANY to give clarity to the Civil Engineering Students about the expectations of the Industry from them. This will help them to know about how exactly the Industry functions. This interaction will burst myths about making career in the Civil Industry. This clarity will help students prepare well for the core technical placements. This program is an attempt by the COMPANY to reduce the struggle time of a student which arises due to lack of clarity about the Civil Industry.



ECONSTRUCT Design & Build Pvt. Ltd.

72. Students will get a step by step personal career plan during this **12W12M** program. They can prepare according to the plan to get a core technical Job.

73. COMPANY shall provide certificates to only those who have attended all the 12 webinars in 12 months. COMPANY reserves the right to remove the students from the program if they are not regular to each event of 12W12M program.

74. COMPANY shall conduct Internship drive only once in a year based on the requirements and vacancies available at the COMPANY and all the students of **12W12M** program will be eligible to attend the drive irrespective of their marks or grades. COMPANY has its own selection criteria and the selection is strictly based on that. COMPANY shall not entertain any references for the Internship.

75. COMPANY reserves the right to give admission to the 12w12m program.

76. COMPANY does not support any type of software piracy. COMPANY has purchased licensed version of the software and COMPANY will give demo on projects on the Licensed version.

77. COMPANY is providing an awareness program to spread the knowledge about how Industry functions. This program is only an interaction program to spread awareness among budding Civil Engineering Students. This is not a training program.

8. **EFFECTIVE DATE AND COMPLETION DATE:**

8.1. The Effective Date of this MOU will be from the date of execution of this MOU by the Parties and this understanding will be valid for a



ECONSTRUCT Design & Build Pvt. Ltd.

period of 1 years from the date of execution of the MOU and the assignments will be mutually agreed with the assignment sheets as per this MOU terms and conditions.

82. This MoU will be effective from 5th September 2020 to 31st August 2021

10. FEES :

COMPANY is conducting this program to empower the Civil Engineers from across the Nation. This **12W12M** program is a **FREE** program. Hence there is no fees obligation on the students as well as the COLLEGE for the 12W12M Program.

The budding graduates from the Institutions could play a role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge through this awareness Interaction program. Hence, COMPANY would not charge any fees to the Students or COLLEGE.

ECONSTRUCT is voluntarily conducting such kind of events to spread the opportunities and awareness in the area of Civil Engineering.



10. CONFIDENTIALITY:

10.1. Both the Parties shall ensure that the confidential information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by either of the Parties or inconsistent with the MOU thereof. The confidential information shall be safeguarded and both the Parties will take all necessary action to protect it against misuse, loss, destruction, decompiling, breaking down into components, reverse engineer, alteration, deletion or any other likewise harmful effects thereof.

10.2. On expiry or termination of this MOU and related arrangements thereto (including but not limited to Project Sub-contracts), or at any time upon request made by Disclosing Party in its sole and absolute discretion both the Parties shall with immediate effect hand over or cause to be handed over, destroyed or dealt in a manner directed by the Disclosing Party, all confidential and proprietary information, including documents, material, software, documentation, applications, papers and statements and all other materials in the possession of the other Party to the Authorized Person of the Party or such other person as the party may nominate, following other provisions of this MOU.

11. LIMITATION OF LIABILITY & CONSEQUENTIAL LOSSES:

11.1. Limitation of Liability: Notwithstanding any other provision to the contrary, to the extent permitted by Applicable Law, Parties total



liability under this MOU whether that liability arises in MOU (including any indemnity), tort (including negligence), equity, under statute or otherwise, for breach or injury, death, loss, damage or expense arising out of or in connection with the performance of its obligations under this Contract, shall be limited in aggregate to the revenue shared by the COMPANY to the COLLEGE.

112. **Consequential Losses:** Notwithstanding any other provision to the contrary, to the extent permitted by Applicable Law, Parties shall not be liable under this Contract, whether that liability arises in contract (including any indemnity), tort (including negligence), equity, under statute or otherwise, for loss or damage (whether direct or indirect) of profits, revenues, use, production, contracts, corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever.

12. **FORCE MAJEURE:**

121. **"Force Majeure"** shall mean an event or circumstance that may occur beyond the reasonable control of the Parties which could not have been foreseen, prevented or mitigated by Parties using their reasonable diligence and which makes it impossible for Parties to perform the whole or part of his obligations under this MOU, including but not limited to:

- (i) Act of God (ii) An act of war, hostile's invasion, armed conflict or an act of foreign enemies, blockade, embargo, military action or sabotage
(iii) Contamination by radioactivity from any nuclear fuel, waste, etc.



(iv) Riot, civil commotion, act of terrorism, (v) National or regional industrial disputes which part of national or regional campaign is and which is not reasonably within the powers of a party to prevent (vi) Operation of the forces of nature such as earthquake, hurricane, lightning, tidal, tsunami, typhoon, volcanic activity.

12.2. On occurrence of any such event mentioned above, either Party shall notify to the other in writing about such Force Majeure event within 3 days by mentioning the following: (a) a description of the Force Majeure event that has occurred; (b) the date of commencement of the event of Force Majeure and estimated cessation of such event of Force Majeure (c) the obligations affected and the manner in which the Force Majeure event affect the affected Party's obligations under this MOU; (d) the nature and extent of the event of Force Majeure; (e) the measures which the affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure event and to resume performance of such of its obligations affected thereby; (f) any other relevant information.

11.3. After issuing the Force Majeure notice as mentioned above, Parties shall coordinate for meeting and after the meeting between the Parties, Accordingly, Parties shall decide as to continue the MOU or to suspend or to terminate this MOU.

13. SUSPENSION & TERMINATION:



ECONSTRUCT Design & Build Pvt. Ltd.

131. If there is an occurrence of any Force Majeure event as mentioned in Clause 11 above, either Party can issue the Suspension notice to the other Party and suspend the **12W12M** program till further instructions.
132. If there is an order from the Court or any statutory authorities on account of whatsoever reasons, the Party who has received notice will instruct the other Party to suspend the 12W12M program
133. **Right to Terminate Upon Notice:** Either party may terminate this MOU by issuing 7 days written notice to the other Party in the event of a breach of any provision of this MOU by the other Party or on occurrence of any Force Majeure Event, provided that, during the 30 days, the breaching party fails to cure such breach.
- 13.4 Econstruct Design & Build Pvt Ltd. Company shall have all the rights to alter or change / cancel the dates (in case of any emergency) of the events. Such information shall be provided to the Authorized person of the college/Institute/Universities.
- 13.5 Econstruct Design & Build Pvt Ltd. holds all the rights to ban or cancel or terminate any of the student/college in case of any malpractices of using any abusive language/indecent and unprofessional behavior observed during the event.
- 13.6 Econstruct Design & build Pvt Ltd. Does not encourage any piracy software. It neither supports it nor distribute it. Any such kind of pirated software used by any of the student neither Econstruct nor College or institution holds any of its responsibility.



ECONSTRUCT Design & Build Pvt. Ltd.

14. **GOVERNING LAW & JURISDICTION:** This MOU shall be governed by the laws of India. In respect of all matters arising out of or relating to this MOU, the Courts at Bangalore shall have exclusive jurisdiction.

16. **MISCELLANEOUS:**

16.1. This MOU is not intended to nor shall be interpreted or construed to create any employer-employee relations, any association of person, partnership (whether general or limited), joint venture, agency or any other similar form between the Parties or to impose any liability attributable to such a relationship upon either Party, other than as expressly contained in this MOU.

16.2. **Severability:** If any provision(s) of this MOU become unenforceable by law or for any reason whatsoever, the rest of the MOU shall remain in full force and unaffected by such invalidity.

16.3. **Execution in Counterparts:** This MOU may be executed in one or more counterparts and by one or more Parties to any counterpart, each of which shall be deemed an original and all of which together shall constitute the same MOU.

16.4. **Non-Assignment:** This MOU or any rights duties and obligations hereunder shall not be assigned or transferred by either Party without the prior consent in writing of the other Party.



ECONSTRUCT Design & Build Pvt. Ltd.

16.5. **Amendment**: No addition to or modification of any provisions of this MOU shall be binding on the Parties unless mutually agreed and made in writing and signed by the signatories to this MOU or their duly authorized representatives.

16.6. **Entire MOU**: This MOU, including all its counterparts, schedules, annexures, attachments, supplements, addendums and appendages thereto (together the "Contract Documents"), which constitutes integral part of the same and one MOU, sets out the entire MOU and understanding of the Parties and is in substitution of any previous written or oral MOU between the Parties, which stands superseded hereby. All the contract documents are an integral part of the MOU and are mutually explanatory and shall be read and construed together unless the context otherwise or specifically requires.

Please note:

- 1 12W12M program is an awareness program.
- 2 12W12M program is not an Internship program.
- 3 However, Econstruct will select interns from registered 12w12m participants whenever we have vacancy for interns.
- 4 12W12M Program is a CSR Activity and there is no financial obligation for the students or the management of the college.
- 5 We have fixed MoU format, Since, it's a free awareness program. There is no provision for the college to edit the MoU in any way.
- 6 We have 500+ colleges registered for this and 1000+ students have registered, hence Econstruct cannot allow the MoU Edits from the college side. It will become very difficult for Econstruct to track the edits as there are too many colleges registered for this.



ECONSTRUCT Design & Build Pvt. Ltd.

- 7 MoU stands cancelled if the students are not attending the live webinar on monthly basis. Students have to attend the Live session and fill the attendance form at the end of the session.
- 8 MoU will stand cancel if the students are not attending the program.
- 9 Certificate is provided to only those who have attended all the programs from 1st webinar to last webinar.
- 10 Econstruct reserves the rights to maintain the attendance

[Handwritten signature]



ECONSTRUCT Design & Build Pvt. Ltd.

IN WITNESS of which the Parties have signed this MOU

SIGNED, SEALED AND DELIVERED by COMPANY	SIGNED, SEALED AND DELIVERED by COLLEGE
Econstruct Design and Build Pvt Ltd	
Signature:	Signature: 
Name: SHRADDHA PINGALE	Name:
Designation: JOINT MANAGING DIRECTOR	Designation:
Date:	Date:

ENCLOSURES:



Annexure – 1

5th & 6th September 2020	• How to get Core Technical Job in the Civil Industry? • What are the Expectations of the Industry from Civil Engineering Graduates?
30th & 31st October 2020	• Foundation of 12w12m Program (Planning of your career) • Planning Phase of any project
30th November 2020	• Modelling Techniques
31st December 2020	• Structural Analysis (in detail)
31st January 2021	• Post Processing Techniques
28th February 2021	• Structural Design and Detailing
31st March 2021	• Sub Structure Design
30th April 2021	• Project Management
31st May 2021	• Estimation and Costing
30th June 2021	• BIM Technology in Building Sector
31st July 2021	• BIM Technology in Infrastructure
31st August 2021	• ePMC



Annexure – 2

Add on Activities	
1 Month Internship opportunity	From 7th Sep 2020 to 7th Oct 2020
7 Days Training	From 10th Dec 2020 to 16th Dec 2020
Mock Interviews	Mock Interviews for Various job positions will be conducted based on the availability of the technical team of Econstruct. (Mock Interview are conducted to give an Interview experience to the students so that they can prepare well for the core technical placements)

---End of the Document---