

Government of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: 31b820aba9407f66ebc5

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Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: Ranchi

Stamp Duty Paid By: CONSTRUCTION INDUSTRY

DEVELOPMENT COUNCIL CIDC

Purpose of stamp duty paid: AGREEMENT

First Party Name: CONSTRUCTION INDUSTRY

DEVELOPMENT COUNCIL CIDC

Second Party Name: JHARKHAND UNIVERSITY OF

TECHNOLOGY

GRN Number: 2503222511

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is signed at Ranchi on this 8th day of July 2025.

BETWEEN

Construction Industry Development Council (CIDC)

(Established in 1996 by the Planning Commission, Govt. of India) having its registered office at 801, Hemkunt Chambers, 89, Nehru Place, New Delhi – 110019, herein after called the "First Party" (which expression shall, unless repugnant to the context, include its successors and assignees of the First Party).

& Jharkhand University of Technology

(Jharkhand University of Technology (JUT), Ranchi has been established by the Jharkhand University of Technology, ACT, 2011 (Jharkhand ACT 18, 2015),)

JUT located at Science and Technology campus, Sirkhatoli, Namkum, Ranchi, Jharkhand- 834010, hereinafter called the "Second Party" (which expression shall, unless repugnant to the context, include its successors and assignees of the Second Party).

PREAMBLE

WHEREAS the parties are aware of the increasing importance of construction and its management, due to the advent of new technologies and techniques and skill gap between the available and required skills and desirous to contribute to the development of human resources in this field and that the high level of expertise developed by the Jharkhand University of Technology (JUT) on the one hand, and CIDC through its constituents in respect of training education, and research in the field of construction related areas.

WHEREAS Jharkhand University of Technology (JUT) and the CIDC recognizing the benefits of offering structured training and higher-level courses like Bachelor of Vocation (B.Voc), Diploma, B.Tech & M.Tech in the field of construction and related areas, are desirous of the furtherance and implementation of the Framework of Agreement in respect of human resource development at all levels in construction & allied Engineering sector agreed upon between the CIDC and Jharkhand University of Technology

AND WHEREAS **Jharkhand University of Technology (JUT)** and **CIDC** wish to enter into an agreement (hereinafter referred to as "the agreement") for the purpose of cooperating and working in the design and implementation of continuing and extension education programs for professionals, youth and construction workers respectively for the benefit of participants from India and abroad.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1. The objectives of this MoA are to contribute to the development of human resources in the field of construction related areas through joint design and implementation, by Jharkhand University of Technology (JUT) and the CIDC for continuing and extension education programs like B.Voc, Diploma, B.Tech & M.Tech for professionals, youth and construction workers respectively (hereinafter referred as "the programs") as per Annexure 1.
- 2. The parties to the agreement also agree to share the fee of the B.Voc in the ratio of 83:17, thereby 83% of the revenue shall go to the CIDC while 17% of the same shall go to the Jharkhand University of Technology. The parties shall keep their financial records in relation to the subject matter of the agreement to be clear up-to-date and transparent. The mode of sharing would be reviewed from time to time. The whole fee shall be deposited in a dedicated and separate account of CIDC and the share of 83:17 will be transferred to Jharkhand University of Technology as per the agreement within ten working days from the receiving of the fee.
- 3. Unless otherwise terminated by the written agreement between the parties or in terms of this agreement will remain in force for ten years initial.
 However, either party may terminate if by providing the other party with three calendar months advance notice, such termination shall take effect at the end of the three months or the end of the programme(s) in progress at that time whichever is earlier.
 - The termination of this agreement for whatever reason will not affect the rights of a party, which may have accrued at the date of termination and will further not affect any right, which specifically or by their nature survive the termination of this agreement.
- 4. The parties to MOA further agree that none of the parties shall suppress or withhold any matter/information which is in the best interest of the MoA required to be known to both parties.
- If there by any shortcomings, bottlenecks in the system to promote common goals the same
 is to be removed by mutual discussion or through the intervention of the coordination
 Council.
- 6. MoA may be reviewed after every ten years, if necessary, a fresh MOA may be entered by the parties, embodying terms and conditions mutually beneficial to both parties.
- 7. Jharkhand University of Technology and CIDC shall consider adequate speed, investment, for operation of this programme as per the directives of Coordination Council. The Jharkhand University of Technology may do the promotion and advertisement of the program and bear the expenses of the promotion and advertisement.
- 8. The learning centers, the administrative and disciplinary maintenance shall be held by CIDC.

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- 9. The Parties hereby represent and warrants to each other that:
 - a. It is duly established and existing under the laws of jurisdiction stated against its name in this Agreement and has the legal power and authority by virtue of statute/resolution to sign this Agreement, perform and comply with its duties and obligations under this Agreement.
 - b. This agreement constitutes legal, valid and binding obligations enforceable.
 - Against it in accordance with the term thereof: order decree of regulation of any court, Government instrumentality of function; or
 - ii. Any other documents or to the best of its knowledge any indenture, contract or agreement to which, it is a party or by which it may bound;
 - c. There are no actions, suits, writs, or proceedings pending or; to the best of its knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrain it from performing its duties and obligations under this agreement; and
 - d. No representation or warranty made herein contains any untrue statement based on the facts and circumstances.
- 10. The copyright for the course materials (Print, Audio and Video) shall be held jointly by Jharkhand University of Technology and CIDC exclusively.
- 11. A detailed Standard Operating Procedure (SOP) shall be framed by the Parties on mutual consultations.
- 12. Any law restraining the validity or enforceability of the remaining provision of this Agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision, that is valid and enforceable and similar to the original.
- 13. In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms of conditions of this Agreement for any cause set forth hereinabove, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

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- 14. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.
- 15. No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be made in English and executed by their respective duly authorized representatives on the day and year first above written.

For and behalf of Construction Industry Development Council

For and behalf of Jharkhand University of Technology

Authorized Signatory

Name: Dr. P. R. Swarup

Designation: Director General

In the presence of & Druhi

Designation: Registrar(I/C)

Name: Mr. Nishant KemarAR

Jharkhand University of Technol. Namkum, Ranchi-834010.

Authorized Signatory

In the presence of