



தமிழ்நாடு தமில்நாடு TAMIL NADU

25/8/2021 Hindustan College of  
Engineering and Technology  
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#### MEMORANDUM OF UNDERSTANDING (MoU)

This MoU is entered between **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED**, No.198/2A 2B, 199/2B, SNMV college road, Malumichampatti; Coimbatore-641 050.

AND

**Hindusthan College of Engineering and Technology**, Othakkalmandapam, Post, Coimbatore – 641 032, established in the year 2000, an institution approved by AICTE New Delhi, and affiliated to Anna University, hereinafter called 'HCET'

  
Mr. Harinhan V  
GM-Operations & CR

  
Mr. Govardhana Naidu  
Chief Finance Officer

  
Dr. K. Karunakaran  
CEO & Principal

MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED

HINDUSTHAN COLLEGE OF ENGINEERING  
& TECHNOLOGY



## PREAMBLE

Through the Memorandum of Understanding (hereafter referred to as the "MoU"), **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** and **HCET** Intend to develop a special relationship.

This MoU is made and entered into on this the 27 Day of August 2021.

Whereas

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** is a German company, manufacturer of Thermal Cutting machines for more than 117 years. The company is active in more than 95 countries, with more than 900 employees in 5 main production sites (Germany, U.S.A, China, Brazil, and India) to fulfill the requirement of industrial needs.

Whereas

**HCET** is an Educational Institution imparting education in the field of Engineering Technology of various branches to the students who have completed their higher secondary education.

### 1. Purpose of this Memorandum

This MoU is intended to recognize the general basis for a cooperative and collaborative working relationship between the two parties.

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** and **HCET**, have entered into this agreement to their mutual intentions to jointly work on projects required for industries and research needs. Work, benefiting MSMEs of Coimbatore region and the details are given in this MoU for future reference.

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** and the **HCET**, which has learned faculty with good industrial experience and promising students, jointly agree to exchange their expertise for mutual benefit and growth, on the areas specified here under:

1. Industrial Visit
2. Inplant Training & special technical training to make the students industry ready
3. Guest Lectures
4. Faculty Development Programs
5. Mini Projects and Major Projects
6. Research & Development if possible
7. Problem solving
8. Studies & Survey
9. Placements wherever and whenever possible
10. Internships
11. Establishing advanced Thermal cutting and welding labs

  
Mr. Hariharan V  
GM-Operations & CR

  
Mr. Govardhana Naidu  
Chief Finance Officer

  
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## 2. Nature of memorandum

Through this MoU, Messer Cutting Systems India Private Ltd., Coimbatore and HCET intend to develop a special relationship, whereby effective Knowledge sharing to the extent possible from time to time, exchange of technical skills, bridging the platform between industry and institution, to enhance students and faculty to fill their skill gaps and to create a conducive atmosphere for the betterment of the society.

## 3. Terms Agreed

### 3.1 Industrial Visit

Subject to operational feasibility, **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** will allow students for industrial visits for the benefit of practical exposure on hi-tech machines and equipments.

### 3.2 In-plant Training & Certificate and other necessary training

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** will facilitate the students to undertake inplant training and allow them for special trainings in CNC cutting machineries, cutting technologies in the areas of Oxyfuel, Plasma and Laser, Machine Operations, Quality Related Areas, Tool and Die making (if any) in their facilities to get firsthand practical experience. The course will be conducted in the premises of **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED**.

The traveling expenses stay and food arrangements for the visiting faculty members of the college and their students shall be borne 'either by the individuals or by the Engineering College as the case may be.

The students deputed for the training courses as mentioned in paras 3.1 & 3.2 above will ensure that the security of **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED**, is not hampered by any means.

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** shall not bear any expenditure for the above Industrial Visits / In-Plant training courses.

### 3.3 Guest Lecture

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** will facilitate and arrange guest lectures or specialized training courses to students periodically to get them motivated to become successful professionals and vice versa; this training program is on payment basis as per terms and condition of **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED**. **HCET** will provide expertise and its facilities like utilization of **HCET** library and materials for higher studies to **MESSER CUTTING SYSTEM INDIA PRIVATE LIMITED**. It is agreed to have periodical presentation of papers from the learned faculty members of the Institution and **MESSER CUTTING SYSTEM INDIA PRIVATE LIMITED**, on mutual consent.

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GM-Operations & CR

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### 3.4 Faculty development programs

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** may depute industry experts to deliver lectures to faculty and help them undertake field visits in Faculty Development Programs conducted by **HCET**.

### 3.5 Project Work

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** may allow students of the **HCET** for live project works aimed at building confidence to get prepared for smooth transition from academic to a professional working environment and help the students to do their mini & main projects as part of their academic requirements.

### 3.6 Research & Development

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** may allow students and faculty members of the **HCET** for Research and Development work related in their fields wherever appropriate and feasible.

### 3.7 Problem Solving

Problems identified in thrust areas during the course of interaction between the **HCET** and **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** will be addressed through collaborative work between the **HCET** and **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** for further research and problem solving.

### 3.8 Studies and Survey

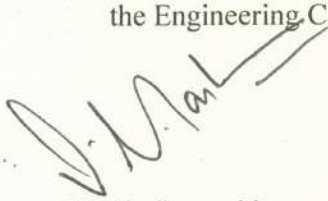
**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** may provide opportunities and inputs to the students of the **HCET** to undertake field studies and provide inputs for surveys related to the field of Management, Technology Development and Marketing.

### 3.9 Placements

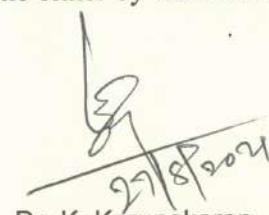
As and when deemed necessary, **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** may absorb the eligible students of the **HCET** for their manpower requirement strictly as per **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** conditions and placement procedures.

### 3.10 Internships

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** may allow students to undergo internships based on the project's availability for the eligible students of **HCET**. The traveling expenses stay and food arrangements for the students shall be borne either by the individuals or by the Engineering College as the case may be.

  
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GM-Operations & CR

  
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### 3.10 Monitoring

A steering committee will subsequently be formed to decide policy direction for working together. The steering committee shall meet at least once in six months to review the progress in the terms contained in this MoU. Two of the members of the steering committee, one each from the **HCET** and **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** will function as its Secretaries for the purpose of communication and coordination.

### 3.11 Establishment of Labs

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** will support **HCET** for establishment of an advanced Thermal Cutting Lab and or Advanced Thermal cutting and welding lab at HCET premise.

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** shall continually visit HCET in a defined interval (mutually agreed) to develop and train the faculties in managing the lab.

**MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** shall even visit on a monthly basis in predefined date to interact with students to clarify their queries, if any.

### 4. Arbitration

Any dispute arising out of or in relation to this MOU including interpretation of this MOU shall be subject to the exclusive jurisdiction of Coimbatore. The parties in the dispute will share equally the cost of arbitration as intimated by the arbitrator.

### 5. Confidentiality

Both the Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this MoU and agreed not to disclose the same to any third party. **HCET** agreed for not allowing any competitors of **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** inside the cutting technology lab (if established) and will not share any information's with them. However, each Party shall be free to disclose such information as is Part of the public domain at the time of disclosure or required to be disclosed by official authorities in accordance with the applicable law.

### 6. Validity and Termination

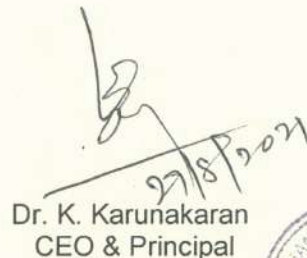
This MoU takes effect from 27-08-2021 and is valid for a period of Three years from the date of signing with option for automatic renewal. Thereafter either party may terminate the MoU by giving to the other party 90 days notice in writing. In addition, either party may terminate this agreement forthwith if the other party has committed a material breach and failed to remedy the same despite 14 days written notice, but without prejudice to antecedent breaches.



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GM-Operations & CR



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This joint arrangement is aimed at providing facilities and service on mutually beneficial basis, focused towards increasing the employability of the Students and makes them suitable to serve Micro Small and Medium Enterprises (MSMEs) of this region. While these common facilities of **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** is intended for Common Use of Members and others, wherever applicable, any cost will have to be borne by the benefiting students or others. The said cost in the form of fees etc will be finalized by **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** upon mutual consent.

**HCET** is to ensure that the students are such people aimed to get benefited and **HCET** must give priority to **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** in the routine outbound learning and training related activities. In the event of any damage or loss incurred by **MESSER CUTTING SYSTEMS INDIA PRIVATE LIMITED** by reason of allowing students to take up training during training, the same must be reimbursed on a cost-to-cost basis by **HCET**.

Read, Understood and Consented

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING

ON 27-08-2021, AT COIMBATORE.

Mr. Hariharan V  
GM-Operations & CR

MESSER CUTTING SYSTEMS INDIA PRIVATE  
LIMITED

Mr. Govardhana Naidu  
Chief Finance Officer

HINDUSTHAN COLLEGE OF ENGINEERING  
& TECHNOLOGY

  
27/8/2021  

Dr. K. Karunakaran  
CEO & Principal

Witness:

Mr. D. DAVID

DGM, R&D.

MESSER CUTTING  
SYSTEMS INDIA PVT LTD

  
27/08/2021

Mr. SIVA  
HOD/MECH

HINDUSTHAN COLLEGE OF  
ENGINEERING &  
TECHNOLOGY

  
Dr. J. JAYA  
27/08/21  
(Dr. J. JAYA)

HINDUSTHAN COLLEGE  
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