



BRAC's
Vishwakarma Institute of Information Technology
(An Autonomous Institute Affiliated to Savitribai Phule Pune University)
(Approved by AICTE, New Delhi)
NAAC Accredited With 'A' Grade, An ISO 9001:2015 Certified Institute
S.No. 3/4, Kondhwa Bk., Pune - 411048. MAHARASHTRA, INDIA
Tel.: + 91 - 20 - 26950200, 26950400, Fax : + 91 - 20 - 26950450
E-mail : director@vilit.ac.in Website : www.vilit.ac.in

Memorandum of Understanding

This Memorandum of Understanding (herein referred to as MoU) executed on 10th May 2019 is a formal agreement between

Vishwakarma Institute of Information Technology, located at 666, Kapil Nagar, Kondhawa budruk, pune-48

AND

Automaton AI Infosystem Pvt. Ltd., located at Office No 505A, Fifth Floor, Suratwala Mark Plazoo, Hinjewadi, Taluka - Mulshi, District - Pune Maharashtra India 411 057
(Herein referred to as *Automaton.AI*)

(VIIT and Automaton.AI are collectively referred to as 'Parties' and individually as 'Party'.)

Preamble:

VIIT strongly believes in harnessing the power of knowledge by combining learning with extensive application-based study and professional ethics, thus maximizing one's overall potential and nurturing a winning mentality in each of our students.

VIIT believes in a radical approach towards education with in-depth study and international teaching techniques that encourage a practical application of knowledge along with a code of ethics, hence developing one's inner self and providing the perfect edge.

Muthuram P.A.

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VIIT has formed an Industry Internship initiative to impart practical and result oriented experience to all students working on live projects of industry along with the faculty guide to produce usable technology solutions as output of projects activity.

This memorandum is signed by authorised signatories, to establish collaborative relationship for **Internship and Project development** as per the following proposed terms of understanding.

NOW THIS MoU WITNESSES AS FOLLOWS:

1. RELATIONSHIP BETWEEN THE PARTIES

1.1 Neither *VIIT* nor *Automaton.AI* is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other.

1.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

2. Areas of Collaboration

2.1 *Automaton.AI*

2.1.1 As per industrial requirement, *Automaton.AI* shall visit VIIT in the beginning of the semesters for internship / placement opportunities for students.

2.1.2 Depending on requirement and skill set, *Automaton.AI* will offer internship opportunity to students for a semester long Internship for every semester with or without stipend. **It will also offer an EDAD project statements for two student groups per semester.** In both the ventures, students will work in mutually agreeable areas identified by the both organizations. It will be institutes responsibility for projects successful accomplishment within stipulated time period from students or associates (if any), In case students decline/fail to deliver

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project during its execution or development , VIIT will transfer or get project done from other students or associates.

- 2.1.3 After successful completion of internship and EDAD project, students will be awarded with Certificate.
- 2.1.4 Automaton.AI will require accomplishing the project given to VIIT within time and project should not be halted due to students academic activity (like practical/oral /internal/external exams or other extra activity) because it will create delay in execution, so both parties needs to plan development timeline promptly for mutual benefit.
- 2.1.5 VIIT students to sign legal NDA with Automaton.AI for data security.
- 2.1.6 Automaton.AI shall appoint its representative to guide/ mentor the EDAD project/ internship development.
- 2.1.7 Automaton.AI may conduct one guest lecturer once a semester for VIIT Students.
- 2.1.8 Automaton.AI shall offer industry visit for students every semester.
- 2.1.9 Automaton.AI will offer internship opportunity to one faculty member for two months during summer period subjected to availability of projects.
- 2.1.10 Automaton.AI will offer summer training of two months for two students based on availability of projects.
- 2.1.11 Automaton.AI will provide helpful suggestions and contribute in the academic curriculum revision as and when required.

2.2 VIIT

- 2.2.1 Its responsibility of VIIT for successful accomplishment of project within stipulated time. In case students decline/fail to deliver project during project execution or development, in such cases VIIT will transfer or get project done from other students or team or associates/faculty
- 2.2.2 VIIT, VIIT students, other associates/faculty will keep confidentiality for Automaton.AI's project data and will not disclose any type of tangible or intangible project data to any other third people/individual/organization.
- 2.2.3 VIIT will prevent the unauthorized disclosure of Applicant's confidential information and intellectual property.

Muthiyar P.A.

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- 2.2.4 VIIT will provide classroom and laboratory with minimum 20 computers to Automaton.AI technical expert during campus visit for expert sessions.
- 2.2.5 VIIT will support Automaton.AI in conducting the workshop / sessions for students in the college.
- 2.2.6 Both the parties agree to hold/conduct, whenever feasible, national events, Joint workshops, conferences, training programs within the areas of mutual interest.

3. MONITORING OF IMPLEMENTATION

A Coordination Committee consisting of two faculty members of VIIT, and one Senior Official nominated by Automaton.AI will do the planning and follow-up of the implementation of the various aspects of this MoU.

4. GENERAL

- 4.1 This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is not satisfied by reasons beyond its control from going ahead with the implementation of the provision of this MoU.
- 4.2 Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
- 4.3 It is understood that during the internship program it may be necessary for either party to disclose confidential / proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.

SUMMARY

This document outlines a strategic understanding between VIIT and Automaton.AI to work together for student internship and project development. The scope of MoU is to define a mechanism to promote interdisciplinary research; impart internship and skill oriented training and other programs to benefit student and staff of both organizations; joint research and academic activities leading to academic excellence; new knowledge generation; innovative technology development; professional skill and competence development through collaboration and networking of VIIT and Automaton.AI

Muthiyar P.A. *PC*

Contact Information

- a) **Partner name:** Vishwakarma Institute of Information Technology, pune

Representative: Dr. Mrs. B.S. Karkare

Position: Director

Address: 666, Kapil nagar, Kondhwa Budruk, Pune-411048

Telephone: 020-26950200

Fax: -

E-mail: director@viit.ac.in

Representative: Dr. S.V. Kulkarni

Position: Head, Department of E & TC

Address: 666, Kapil nagar, Kondhwa Budruk, Pune-411048

Telephone: 020-26950254

Fax: -

E-mail: hodetc@viit.ac.in

- b) **Partner name:** Automaton AI Infosystem Pvt. Ltd., Pune

Representative: CA Pankaj A. Muthiyan

Position: CFO

Address: Office No 505A, Fifth Floor, Suratwala Mark Plazoo, Hinjewadi, Taluka -

Mulshi, District - Pune Maharashtra India 411 057

Telephone: 8806399699

E-mail: pankaj@automatonai.com

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Institute Name: BRAC's Vishwakarma Institute of Information Technology.

Pune-411048

Signature with seal

Date: 10th May 2019

Name: Dr. Mrs. B.S. Karkare

Title: Director



Signature

Date: 10th May 2019

Name: Dr. S.V. Kulkarni

Title: Head, Department of E & TC

Automaton AI Infosystem Pvt. Ltd.

Signature with seal

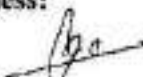
Date: 10th May 2019

Name: CA Pankaj A. Muthiyan

Title: CFO



Witness:


Dr. T.R. Jadhav

MEMORANDUM OF UNDERSTANDING BETWEEN

**RWTH International Academy and Vishwakarma Institute of Information Technology,
Pune, India**

The RWTH International Academy gGmbH, Germany, represented by the Managing Director Dr. Helmut Dinger, (hereafter referred to as **RWTH IntAc**) with registered address at Campus-Boulevard 30, 52074 Aachen, Federal Republic of Germany, as official Academy for continuing and international education attached to **RWTH Aachen University**

and

the Vishwakarma Institute of Information Technology, Pune, India, represented by the Board of Management, (hereafter referred to as **VIIT**) with registered address at Survey No. 3/4, Kondhwa (Budruk), Pune – 411048, Maharashtra, India.

Purpose of the Memorandum of Understanding (MOU)

With reference to the academic relations between RWTH IntAc and VIIT, both parties emphasize the extraordinary academic value of scientific interaction between Indian and German universities. Both parties agree to initiate a visiting program for students to attend the International Summer and Winter Schools in Engineering of RWTH Aachen University.

International Summer and Winter Schools in Engineering

Summer and Winter Schools, usually two to four weeks in duration, will normally be held in summer or winter. The programs will facilitate visits by students to learn about engineering (mechanical, electrical, civil, etc.) and culture in Germany. A course fee will be charged for these programs, as they are held in addition to the regular semester teaching.

Amendments

This MOU may be amended or modified by mutual consent and the exchange of letters between the two parties. Such amendments, once approved by both parties, will become part of this MOU.

Duration and Termination

This agreement shall be effective upon the date of signature by the representatives of both parties and shall be in force for 1 year.

This agreement may only be renewed if the parties agree in writing on a renewal.

This MOU has been signed by/on:

Date: June 7, 2019

For RWTH International Academy gGmbH

RWTH International Academy gGmbH
Campus-Bühlweg 10
52074 Aachen GERMANY
Tel. +49 241 80 93367
Email: info@academy.rwth-aachen.de

Dr. Helmut Dinger
Managing Director

Witness

Katja Walter
Head of Summer & Winter Schools

Date: 07 July, 2019

For Vishwakarma Institute of Information
Technology, Pune, India

Dr. BILAVARI KARKARE, Director
Board of Management

Witness

Board of Management

(Dr. SATISH S. CHINCHANILKAR)
Dean Academics, V.I.T. pune.



General Guidelines related to the Summer and Winter Schools

1. Please note that we can usually accept a maximum of 3 to 8 visiting students from VIIT for each of the individual Summer and Winter School programs. RWTH IntAc reserves the right to limit the number of visiting students admitted to the respective Summer and Winter Schools because each program has a limited number of places available.
2. Credit points earned during the course of the programs will be determined by the sending institution based on a grade report from RWTH IntAc.
3. Visiting students will be subject to the rules and regulations of RWTH IntAc. In addition, they may be subject to specific rules and regulations of the host country.
4. Visiting students will normally arrive on the day prior to the start of the respective Summer and Winter School programs.
5. RWTH IntAc will inform VIIT about any academic or other problems that may arise during the period of the student's attendance of Summer and Winter School programs. RWTH IntAc will take appropriate action under its established policies and procedures in consultation with the home institution to deal with such problems.
6. Application deadline will be March 1 (Summer Schools) and November 1 (Winter Schools) of each year.
7. Course fees:
For customized programs, RWTH IntAc will calculate the regular course fees on an individual basis.
8. Payment schedule:
There are two options for making a payment, of which one option has to be agreed upon by RWTH IntAc and VIIT. Option one: Students can pay individually using the online shop of RWTH IntAc. Option two: VIIT can pay by making a bank transfer of the combined fees of all visiting students. In case of option two, RWTH IntAc requires a payment of 100% of the fees by April 1 (Summer Schools) and December 1 (Winter Schools).

Selection Criteria

Applicant's profile

- ≥ 18 years
- enrolled B.Sc./B.E. student (engineering or a related field of study)
- 1st year of studies completed
- Please note: Depending on the respective Summer and Winter School programs, the completion of specific courses and/or knowledge in certain areas may be required. For further information, please refer to our homepage (summerschool-in-germany.com).
- Since the programs are taught in English, students require sufficient academic English language skills, allowing them to follow the academic program. As reference, we strongly suggest the completion of one of the following English language tests with a *recommended score* of:
 - TOEFL iBT ≥ 72 points
 - TOEFL PBT ≥ 530 points
 - IELTS ≥ 5 band score
 - TOEIC ≥ 775 points

Students whose native language is English as well as students whose official language of study is English are excluded from this policy (e.g. Australia, Canada, UK, U.S., Hong Kong).

Required Documents

1. Students applying individually are required to apply with the following documents:
 - Curriculum vitae
 - Cover letter (stating your motivation, study plans and career goals)
 - Academic records (transcript of records)
 - Proof of competency in English (not mandatory, but recommended)
 - Additional documents to support your application (e.g. certificates for (extra)curricular activities)
 - A color photo of yourself
2. Students applying as part of a group are required to apply with the following documents:
 - Academic records (transcript of records)
 - Cover letter (only for selected programs)

VIIT will preselect applications according to the selection criteria of RWTH IntAc. After a preselection has been made, VIIT will forward a list of nominees and the students' academic records to RWTH IntAc (a template of the list will be provided by RWTH IntAc in the form of an Excel sheet).

3. RWTH IntAc entrusts VIIT to evaluate and determine the nominees' suitability for preselection. The final decision on admission to Summer and Winter School programs is given by RWTH IntAc.

Selection Process

The criteria of the RWTH IntAc are the following:

- A contact person representing the sending institution who will act as main contact for RWTH IntAc.
- Support in the selection process of your visiting students (preselection according to the criteria of the RWTH IntAc).
- Completion of a list of nominees with all information required for admission.

Your advantages:

- A contact person from RWTH IntAc who will be at your service.
- The fees cover*: all lectures and laboratory courses, course material, a student handbook with all information about the program and student life in Aachen, excursions and social events, accommodation, breakfast and lunch on weekdays, snacks or meals during selected social events, a local public transport ticket for the respective time in Aachen, and an emergency contact number (24 hours).
- Free choice: All of our programs are open for your institution and visiting students can individually decide which subject they would like to specialize in.
- The possibility to combine two or more different programs.
- In each Summer School, places will be reserved for our partners. This results in less competition for your students.
- Your students will have to provide fewer documents than regular applicants when applying as part of a group: We only require the students' transcript of record (and a cover letter for selected programs).
- Your students do not require an English language proficiency test.

***Please note:**

Not included are particular travel expenses to and from Aachen. Participants have to provide their own meals on weekends and in the evening and have a personal budget for their individual needs.



QUANTAZONE

Great Palette of Technologies

MEMORANDUM OF UNDERSTANDING

Between

Quantazone Software Private Limited ,Suratwala Mark Plazzo,Hinjewadi Phase 1, Pune,
Maharashtra -411057

and

VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY, PUNE
(VIIT)

This MoU is signed with an objective to bridge the gap between Industry & Institution.

This MoU will foster collaboration between both organizations in the areas of professional development and research activities mutually beneficial to both organizations.

It is mutually agreed by VIIT, PUNE & Quantazone Software Pvt Ltd, that

1. Both the parties have agreed to collaborate in the following areas:-

- a) Industry Visits,
- b) Guest Lectures
- c) Workshops / Seminars / Conferences
- d) Faculty Development Programs / Management Development Program
- e) Research Projects.

f) Summer Internship / Winter Internship

g) Placements

h) Training Program

2. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, classrooms, library facilities, and computer and communication facilities as may be required for the various programs to be offered.
3. Data of Students to be shared at the Starting of Academic session of New Batch. (We assure that, the data will be kept Confidential, it will not get shared out of the Office.)
4. Both the organizations pursue relationship based on transparency, persistence, mutual trust and Integrity.
5. This Collaboration is non exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.

The MoU hereunder shall commence on 23rd JULY 2019 and extend until terminated in writing by either party hereunder.

For & on behalf of

Quantazone software Pvt Ltd

Signature 


Authorized Signatory Name:
Mrs. Dhanshri Khatri

Director HR Manager

Date 23rd July 2019

For & on behalf of

VISHWAKARMA INSTITUTE OF
INFORMATION TECHNOLOGY, PUNE

Signature 

Authorized Signatory Name:
Dr. B. S. KARKARE

Designation DIRECTOR

Date 23rd JULY 2019




Industry Academia Partnership Program



**Memorandum of Understanding
Between
B.R.A.C.T's Vishwakarma Institutes
&
Windals Precision Pvt. Ltd**

For Vishwakarma Institutes


Authorized Signatory

For Windals Precision Pvt. Ltd.


Authorized Signatory

Day & Date of Signing: Tuesday, 20th August 2019

Venue: Windals Precision Pvt. Ltd, Chakan



Windals Precision Pvt. Ltd.

Memorandum of Understanding

Between

B.R.A.C.T's Vishwakarma Institutes & Windals Precision Pvt. Ltd.

Day & Date of Signing : Tuesday , 20th August 2019

Venue : Windals Precision Pvt. Ltd , Chakan

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 20th day of August Two Thousand Nineteen (20/08/2019),

BETWEEN

B.R.A.C.T's Vishwakarma Institutes, an Engineering Institutes comprises of Vishwakarma Institute of Technology, Vishwakarma Institute of Information Technology and Vishwakarma University run by Bansilal Ramnath Agarwal Charitable Trust, Pune- 411 048 (hereinafter referred to as "VI", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART.

And

Windals Precision Pvt. Ltd. a Company duly organized and existing under the laws of India having its registered office at Gat No 357 , Plot no 58 , Waghjai Nagar , Near Kharabwadi , Chakan , Taluka Khed , Pune (Maharashtra) India Pin Code : 410501 , (hereafter referred to as "WPPL", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, VI is among the noteworthy academic institutes of Pune offering UG, PG and Ph. D. programs in Mechanical Engineering, Production engineering, Industrial Engineering, Instrumentation and control Engineering, Civil Engineering, Electronics and Telecommunication Engineering, Computer Engineering and Information Technology.

AND WHEREAS, WPPL is a leading axle manufacturing company in India manufacturing Front axle assembly , Rear Axle , Tag axle , Lift Axles & Grader Axle and components for the Farm equipment , HCV , LCV & Construction equipment Industry. Partners of the top Tractor OEM's and Truck Manufacturers in India, we have six state of art facilities across Pune, Nagpur, Bhopal and Rudrapur (Two facilities) and is headquartered in Mumbai (India).

Now, in consideration of the association, it is agreed by both VI and WPPL as a part of Industry Academia Initiative.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the Industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in

Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE Internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research wherever deemed fit during the course of association
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part either party in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.11 List of identified areas of partnership are attached as a part of **Annexure A**

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that VI and Second WPPL are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

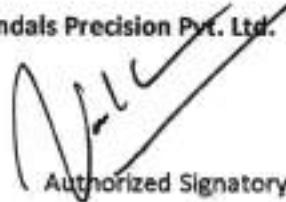
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Name of City : Pune (Maharashtra)**

AGREED:


For Vishwakarma Institutes


Authorized Signatory


For Windals Precision Pvt. Ltd.



Authorized Signatory


Name of Institution	Name of Industry : Windals Precision Pvt. Ltd.
Address	Address : Gat No 357 , Plot no 58 , Waghjai Nagar , Near Kharabwadi , Chakan , Taluka Khed , Pune (Maharashtra) India Pin Code : 410501
Contact Details	Contact Details : 9823036227
E-mails	E-mails : mayuri.dhavale@windalsprecision.com
Web	Web : www.windalsprecision.com

Witness 1: 
Dr. B. S. Karkare
Director, VIIT


Witness 3: 
Dr. A. P. Kulkarni
Dean, IIT,


Prof. Dr. Ganesh Dongre
Dean (R & D), VIT, Pune.



Dr. A. R. Mache, Head-Mech, VIIT Pune

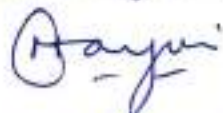

M. B. Chaudhori
VIT Pune.

Witness 2:


Vijay Kumar Anantpur.

Witness 4: 
Pravin Deshmukh


e.m. Anjinappa


Jayu


Pravin

Annexure A

S.No	Activity	No of interfaces	Location	Target audience
1	Exposure visit for students	1 every quarter	WPPL Pune	Students
2	Internships	6 months : Details required (10 students per location)	WPPL Pune WPPL Nagpur Win Axle,Bhopal WPPL Rudrapur 1 WPPL Rudrapur II	Students
3	Trainings at WPPL	one / quarter	WPPL Pune	Students
4	Guest lectures by WPPL Faculty (technical)	1 / 2 month	VIT / VIIT	Students
5	Guest lectures by WPPL Faculty (Soft skills / College to campus)	1/ 2 month	VIT / VIIT	Students
6	Lectures by VIT / VIIT faculty at WPPL	1 every quarter	WPPL Pune	WPPL Staff
7	Projects : In manufacturing , IT , Machining , Tooling & Fabrication etc.	As per agreement	All WPPL Locations	Students
8	WPPL Participation in VIT / VIIT event Technology day / Exhibition	once in six months	VIT / VIIT	Students
9	3 D printing lab exposure visits	1 / quarter	VIT / VIIT	WPPL Staff
10	Higher education opportunities for WPPL Employees	To be discussed	VIT / VIIT	WPPL Staff
11	Collaborative CSR	Once in six months	NGO Location	WPPL Staff & Students
12	Projects with faculty & WPPL Staff : For e.g. ;Tooling project with Dr. Kulkarni	Once in six months	WPPL Pune	WPPL Staff & Faculty
13	Syllabus : Participation in Design improvements : Industry input	As per VIT / VIIT requirement	VIT / VIIT	WPPL Staff & Faculty

14	Entrepreneurship Sessions for Students	four batches	VIT / VIIT	Students
15	Final Placements	as per WPPL requirement . Day 1 opportunity for presentation & interviews	All WPPL Locations	Students
16	White papers : Axles industry	To be discussed	Offsite	Students
17	Research Projects : industry & technology	1 / year	Offsite	Students
18	Industry speaker placements : WPPL Customers & Industry experts as speakers at VIT (Tedx) : Open house , Vit speake list for WPPL	Once in six months	VIT / VIIT	Students
19	Participation in Board of advisory : If needed	To be discussed	VIT / VIIT	WPPL Management
20	M-Tech / PHD Students to take WPPL at study for their projects	To be discussed	WPPL Pune	Students
21	Invitation of VIIT faculty for our In-house trainings : To upgrade skills & knowledge	Based on training calendar	WPPL Pune	VIIT / VIT Faculty

413, A22 Galaxy, Kuasarbaugh, Kondhwa, Pune 411048
7020203133 | iotsolutionz@gmail.com

**IOT
SOLUTIONS**

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

**Vishwakarma Institute of Information
Technology**

&

IoT Solutions

IOT SOLUTIONS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 10th day of - September - Two Thousand Nineteen (Date in Numerals),

BETWEEN

BRAC's Vishwakarma Institute of Information Technology, Pune represented herein by its IoT Forum, VIIT (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

IoT Solutions and represented herein by its Zonal / Divisional Head, Mr. Umair Shaikh (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

BRAC's Vishwakarma Institute of Information Technology, Pune

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

E) **IoT Solutions**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - *Rapid Prototyping, IoT Development, 3D Printing* - and related fields

F) **IoT Solutions**, the Second Party is promoted by **Umair Shaikh**; 415 A22, Galaxy, Kaurkarbaugh, Kondhwa - Pune-48;

G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to

students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - **IoT Solutions specializations, activities and services** - -.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Vishwakarma**

Institute of Information Technology, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **IoT Solutions**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **IoT Solutions**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any

representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

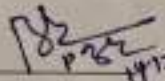
FirstParty

SecondParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Pune.**

AGREED:

For
**Vishwakarma Institute of
Information Technology**

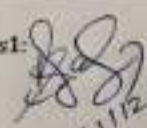

11/12/19
Authorized Signatory

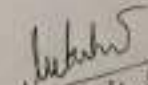
For IoT Solutions


IoT SOLUTIONS
Authorized Signatory

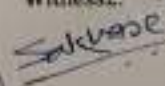
Proprietor


Name of Institution: Vishwakarma Institute of Information Technology	Name of Industry IoT Solutions
Address: Sr. 3/4 Kondhwa Bk., Pune	Address 415, A22, Galaxy, Kondhwa
Contact Details: Dr. Sachin Sakhare (9850315601) Nitin Sakhare (8657258947) E-mails: nitin.sakhare@viitac.in	Contact Details Umair Shaikh 7020203133 E-mails: iotsolutionsx@gmail.com
Web: www.viitac.in	Web: iotsolutionsindia.com

Witness1: 
11/12/19

Witness3: 
Dr. A. A. Kulkarni



Witness2: Nitin H. Sakhare

11/12/2019

Witness4: 
S. B. Tatekar

**Memorandum of Understanding (MoU)
between**

**The University of Huddersfield,
Queensgate, Huddersfield, West Yorkshire, HD1 3DH,
United Kingdom ("UoH")**

and

**Vishwakarma Institute, Pune,
Maharashtra, India**



Memorandum of Understanding (MoU)

This agreement is made on Tuesday, 8th October, 2019

Between

(1) The University of Huddersfield, Queensgate, Huddersfield, West Yorkshire, HD1 3DH, United Kingdom ("UoH");

and

(2) Vishwakarma Institute, is having its registered office at 34/A/1, Suyog Centre, 7th Floor, Gultekadi, Market Yard Road, Girdhar Bhavan, Pune, Maharashtra- 411037, India (hereinafter referred to as 'VISHWAKARMA INSTITUTE' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and permitted assigns),

Both hereafter referred to as the "Parties" collectively or "Party" individually.

1. Introduction

The purpose of this MoU is to foster collaboration between the University of Huddersfield and VISHWAKARMA INSTITUTE. The aim is to establish an academic link between the institutions for mutual benefit and in a spirit of friendship and co-operation.

2. Areas of Co-operation

The parties agree to promote the collaboration in the following areas to further the common interests of the two parties:

- a. Exploration of collaborative research projects
- b. Exchange of teaching and research staff
- c. Organisation of joint academic activities such as seminars, lectures, conferences
- d. Exchange of academic materials and other information of common interest
- e. Progression and exchange of students

Senior staff from University of Huddersfield and VISHWAKARMA INSTITUTE will communicate and meet regularly in order to promote the collaboration.

3. Intellectual Property

Ownership of intellectual property shall vest in the party who creates it and shall be treated as confidential information unless specifically agreed otherwise by the parties.

4. Use of Names, Logos, Marketing and Publicity

Neither party shall use the name or logo, or any variation thereof, of the other without first obtaining written consent from the other party.



5. Review

This agreement will be reviewed annually but may only be varied in writing, signed by the parties (or their authorised representatives).

6. Validity and Termination

This agreement shall remain valid for 5 years unless terminated by:-

- a. mutual agreement between the two parties; or
- b. either party by 6 months written notice.

Signed on behalf of
University of Huddersfield



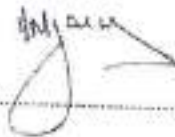
Date 08/10/19

Endorsed by
Professor Dave Taylor, Pro Vice-Chancellor (International)
University of Huddersfield



Date 7/11/2019

Signed on behalf of
Vishwakarma College Of Arts, Commerce & Science



Date 08/10/19



**Memorandum of Understanding (MoU)
Between**

**Yewon Arts University,
117 Changin-ro, Sinpyeong-myeon, Imsil-gun,
Jeollabuk-do, North Jeolla, (South Korea)
and**

**Vishwakarma Institute, Pune,
Maharashtra, India**





Memorandum of Understanding (MoU)

This agreement is made on Tuesday, 8th October, 2019

Between

- (1) Yewon Arts University, 117 Changin-ro, Sinpyeong-myeon, Imsil-gun, Jeollabuk-do, North Jeolla, (South Korea);
and
- (2) Vishwakarma Institute, is having its registered office at 34/A/1, Suyog Centre, 7th Floor, Gultekadi, Market Yard Road, Giridhar Bhavan, Pune, Maharashtra- 411037, India (hereinafter referred to as 'VISHWAKARMA INSTITUTE' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and permitted assigns),

Both hereafter referred to as the "Parties" collectively or "Party" individually.

1. Introduction

The purpose of this MoU is to foster collaboration between the **Yewon Arts University** and **VISHWAKARMA INSTITUTE**. The aim is to establish an academic link between the institutions for mutual benefit and in a spirit of friendship and co-operation.

2. Areas of Co-operation

The parties agree to promote the collaboration in the following areas to further the common interests of the two parties:

- a. Exploration of collaborative research projects
- b. Exchange of teaching and research staff
- c. Organisation of joint academic activities such as seminars, lectures, conferences
- d. Exchange of academic materials and other information of common interest
- e. Progression and exchange of students

Senior staff from **Yewon Arts University** and **VISHWAKARMA INSTITUTE** will communicate and meet regularly in order to promote the collaboration.

3. Intellectual Property

Ownership of intellectual property shall vest in the party who creates it and shall be treated as confidential information unless specifically agreed otherwise by the parties.

4. Use of Names, Logos, Marketing and Publicity

Neither party shall use the name or logo, or any variation thereof, of the other without first obtaining written consent from the other party.

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This agreement will be reviewed annually but may only be varied in writing, signed by the parties (or their authorised representatives).

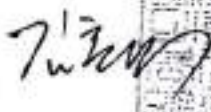
6. Validity and Termination

This agreement shall remain valid for 5 years unless terminated by:-

- a. mutual agreement between the two parties; or
- b. either party by 6 months written notice.

Signed on behalf of
Yewon Arts University

Signature



Name : KIM HONG DAE

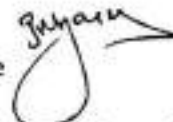
Designation : President

Date :

Seal : Dr. KIM JINHO

Signed on behalf of
VISHWAKARMA INSTITUTE

Signature



Name: Bharat R. Agarwal

Designation: Managing Trustee

Date :

Seal :



Contact Person: Dr. Arun R. Patil





L&D INFOTECH PVT. LTD.
CONNECTIVITY WITH WORLD

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 10th day of - December - Two Thousand Nineteen (12-10-2019),

BETWEEN

Vishwakarma Institute of Information Technology, Survey No 2/3/4 Laxmi Nagar, Kondhwa (Bk), Pune-411048 hereinafter referred as 'First Party'.

AND

L&D Infotech Pvt. Ltd. the Second Party, Santashri Apartment, Pune-411041 hereinafter referred to as "Second Party".

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Vishwakarma Institute of Information Technology
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **L&D Infotech Pvt. Ltd.**, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of **Web Development, Machine Learning, and Cloud Computing.**
- F) **L&D Infotech Pvt. Ltd.** ,the Second Party is promoted by **Mr. Santosh Darade, Mr. Somnath Lomte**; Santashri Apartment, Vetalbuwa chowk, Narhe, Pune 411041

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is

reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of

the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Web development, Machine Learning, Data Science, Cloud Computing.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Vishwakarma Institute of Information Technology, Pune**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-

how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

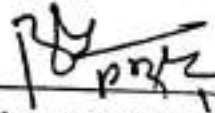
- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Vishwakarma Institute of Information Technology, Pune**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **L & D Infotech Pvt. Ltd.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES


- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

AGREED:

For Vishwakarma Institute of
Information Technology, Pune


11-12-19
Authorized Signatory

For L&d Infotech Pvt. Ltd.


Lomte & Darade Infotech Pvt. Ltd.
Authorized Signatory
Director

Vishwakarma Institute of Information Technology, Pune	L&d Infotech Pvt. Ltd.
Survey No 2/3/4 Laxmi Nagar, Kondhwa (Bk), Pune-411048	Santashri Apartment, Vetabluwa chowk, Narhe, Pune 411041
020-26950200/400	+91 9223621234
director@viit.ac.in	info@lndinfotech.co.in
www.viit.ac.in	www.lndinfotech.co.in


Witness1:


Dr. S. L. Sakhar

Witness2:


S. B. Talekar

Witness3:


Dr. A. P. Kulkarni

Witness4:


N. S. Bhinde



GENERAL AGREEMENT FOR ACADEMIC COOPERATION

Between

VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY

Pune, India

And

ATHLONE INSTITUTE OF TECHNOLOGY

Dublin Road, Athlone, Co. Westmeath, Ireland

WHEREAS, both parties are higher education institutions with full legal capacity to establish commitments, and whose mission includes providing quality learning opportunities for their students and communities, as well as promoting academic research;

WHEREAS, both parties consider the promotion and support of teaching, research and community outreach to be of primary importance in the fulfilment of their mission, goals and objectives;

WHEREAS, both institutions consider that increasing opportunities for international cooperation and exchange increases cultural understanding and appreciation;

VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY, Pune, Maharashtra, India (hereafter use VIIT) on behalf of its Board of Management and ATHLONE INSTITUTE OF TECHNOLOGY, Dublin Road, Athlone, Co. Westmeath are pleased to cooperate with Ms. Victoria Sukhia, Managing Director, Southern Sees Education located at 6 BJ Road, Rowshini Bungalow, Next to Hotel Woodland / Godrej Showroom, Near Sadhu Waswani Chowk, Pune 411001, Maharashtra, India to assist students on application procedures to AIT and visa application process.

VIIT on behalf of its Board of Management and AIT agree to promote mutual cooperation in education, scientific research and outreach, according to following clauses;

FIRST: This general agreement ATHLONE INSTITUTE OF TECHNOLOGY, Dublin Road, Ireland will carry out joint collaborative activities of mutual interest.

SECOND: Both parties are agreeing to pursue the following forms of cooperation, within areas that are mutually acceptable:

- a) Study tours to Vishwakarma Institute Of Information Technology, Pune, India and vice versa to Athlone Institute Of Technology, Dublin Road, Ireland
- b) Exchange of postgraduate / graduate / undergraduate students

- c) Twinning / Dual Degree Programs
- d) Summer School Programs
- e) Exchange of Academic personnel / faculty
- f) Cooperative research and development activities
- g) Cooperative design of courses, conferences, Symposia or academic programs
- h) Joint research activities
- i) Exchange of academic or scientific material and publications of common interest, and / or
- j) Any other mutually agreed activity that would benefit both the parties

THIRD: All proposed projects, programs or work agreements including anything contemplated under a) through i) above, arising from this General Agreement, will be implemented as "Specific Agreements" of collaboration after they have been agreed upon and duly authorized by the official representatives of Vishwakarma Institute Of Information Technology, Pune, India and Athlone Institute Of Technology, Dublin Road, Ireland

FOURTH: The parties agree to define and manage questions related to intellectual property such as ownership of industrial rights, patents, certificate of innovation, registry of models, and copyright of written materials, that may result from cooperative research, through the corresponding Specific Agreement.

FIFTH: all cooperative activities associated with academic courses and programs must be consistent with the accreditation requirements of both institutions. Consistency with accreditation principles will be included in all Specific Agreements associated with the implementation of academic course and programs. This inter-institutional General Agreement does not imply the extension of accreditation from one institution to the other.

SIXTH: Any student, academic personnel, faculty or scholar exchanges associated with this General Agreement must comply with all the legal administrative requirements, including immigration, insurance and other applicable requirements, of the home and host institution, the specific requirements for the visits, as well as the financial implications for each institutions must be approved in the writing by duly authorized personnel at each institution. The above reference exchanges must be established through separate Specific Agreement

SEVENTH: Each party will designate its own personnel to administer the activities associated with this General Agreement. The personnel designated by each party to implement activities that arise from this agreement must hold current employment with the institution, and will be solely responsible to the institution to which it is employed.

EIGHTH: The parties may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organizations for the development of activities associated with the implementation of any Specific Agreement.

NINTH: Any research generated in conjunction herewith (as further described on a Specific Agreement) shall be subject to unrestricted publications or dissemination, provided that such publication or dissemination will not compromise patent rights or inadvertently divulge proprietary information. Any pre-publication or

dissemination review shall be limited to consideration of such patent rights and proprietary information concerns and shall be concluded within a period not to exceed thirty (30) days.

TENTH: The present General Agreement will become valid upon signature by both parties and shall remain in effect for a period of three years from its effective date. It will be automatically extended by periods of two years unless either party informs the other party in writing three months before expiry that does not seek an extension. The agreement may be amended at any time by a written agreement signed by authorized representatives of both parties.

ELEVENTH: This General Agreement may be terminated by either party upon three (3) months prior written notice to the other party; however, termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of its clauses, and agree to carry out the actions necessary to implement it.

Contents of this MoU are subject to approval of the 'their General Council'

VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY
Kondhwa (Bk), Pune, Maharashtra

ATHLONE INSTITUTE OF TECHNOLOGY
Dublin Road, Athlone, Co. Westmeath, Ireland

Dr. Bilavari S. Karkare
Director, VIT, Pune

Signature: _____

Date: 17-10-2019

Professor Ciarán Ó Catháin
President

Signature: _____

Date: 17.10.19

In the presence of:

Signature: _____

Mr. Karl Turley

Deputy Director of International Relations

Date: 17.10.2019

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 01/02/2020

Between

Vishwakarma Institute of Information Technology, Survey No. 3/4, Kondhwa(Budruk), Pune - 411048, Maharashtra (hereinafter referred to as "VIIT", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

And

HCL Technologies Ltd, a Company duly organized and existing under the laws of India having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India (hereafter referred to as "HCL", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, "VIIT" is among the noteworthy academic institutes of Pune offering UG, PG and PhD programs in Mechanical Engineering, Civil Engineering, Electronics and Telecommunication Engineering, Computer Engineering and other dept.

AND WHEREAS, HCL is a registered company, engaged in providing services related to the software engineering services, software training and the development, implementation and integration of computer software.

AND WHERE both "VIIT" and HCL are desirous of associating with each other to expertise students of VIIT on HCL's proprietary products (DFMPro and Geometric Stack up) as an addition to VIIT curriculum. HCL will provide academic license of these products to VIIT ("Course").

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both VIIT and HCL as under.

1.0 Definitions and Interpretation

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between VIIT and HCL on 01/02/2020
- 1.2 "Party" or "Parties" shall mean VIIT and HCL individually and collectively as the context may require;
- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 The Course

- 2.1 The course shall be conducted on DFMPPro , CAMWorks and Geometric Stackup
- 2.2 The course contents mutually agreed may be subject to change as and when necessary and mutually agreed
- 2.3 The course shall include Software demo, Lab work material, technical information and career guidance from HCL.
- 2.4 With reference to above point the first three activities i.e lectures, practical and technical assessment shall be under HCL. The career guidance from HCL shall be part of value-added activities from HCL.
- 2.5 This Course will be free of cost for the students of engineering.

3.0 Responsibility Structure

- 3.1 VIIT shall provide the infrastructure of systems, LCD projector etc.
- 3.2 HCL shall be responsible to provide online support for software demo/training to faculty, academic licenses, course materials and career guidance.
- 3.3 VIIT shall create awareness amongst its students for promotion of the course

4.0 Certification

- 4.1 Upon completion of the Course, HCL will conduct technical assessment for students. The students qualifying the technical assessment shall be certified with course completion certificate. Rights to conduct assessment is reserved by HCL.

5.0 Relationship

This MOU relates solely to the intention of the parties, wherein VIIT and HCL jointly offer a course on "DFMPPro, CAMWorks and Geometric Stackup" and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

7.0 Confidential and Proprietary Information

- 7.1 "Confidential Information" shall mean all information, including the Course material and academic licenses so given to VIIT, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by HCL, and disclosed by HCL to VIIT or its faculty which is related to HCL information such as course material, training data, guidance notes, procedures, methodology, etc.
- 7.2 VIIT shall hold in trust and confidence for HCL all confidential information provided by HCL, and VIIT shall not disclose to any person or use such information for any purpose other than defined in this MOU. VIIT shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from HCL and shall return/destroy all such information at the termination of the contract. By disclosing this information to VIIT, HCL does not grant any expressed, implied or other license or right to VIIT to propagate the information. HCL hereby grants to VIIT an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the VIIT students.
- 7.3 VIIT shall not disclose HCL confidential information without first obtaining written consent from HCL.
- 7.4 VIIT shall disclose HCL confidential information only to VIIT employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and VIIT obligations hereunder.
- 7.5 VIIT shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. VIIT shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by HCL. In the event of any loss, VIIT shall notify HCL immediately.

8.0 Termination

5 (Five) years from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Limitation of Liability

Except for losses or damages which cannot be capped by applicable law, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

12.0 Arbitration

12.1 All disputes, differences or claims arising out of or in relation within this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

12.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of VIIT and Partner, HCL or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

12.3 The place of arbitration shall be Pune. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Laws of India.

14.0 Notices

14.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to

HCL Technologies Limited.,

806 Siddharth, 96, Nehru Place, New Delhi, Delhi, India

For attention of: Legal Head and Mr. Yogiraj Dama

Phone: 02040283542 E-mail: Yogiraj.Dama@hcl.com

College Address

Vishwakarma Institute of Information and Technology,

Survey No. 2/3/4 Kondhawa (Bk.), Pune- 411 048

For attention of: Dr. Atul P. Kulkarni

Dean- Industry Institute Interaction Cell

Associate Professor, Mechanical Engineering

Office Phone: 02026950419

Mobile +91 9922914460

- 14.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice

15.0 Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

16.0 Waiver

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

17.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 01/02/2020.

For HCL Technologies Limited

Designated by:

Harshdeep Arora

Designated by:

Name: Harshdeep Arora

Title: Authorised signatory

Vishwakarma Institute of Information Technology

Name: Dr. Vivek Deshpande

Title: Director

Witness

Witness: Yograj Dama
Product Manager

Witness: Prof. Dr. Atul Kulkarni
Dean- Industry Institute Interaction Cell

Witness: Dr. Ashok R. Machi
H O D Mech





Memorandum of Understanding

Between

Healthy Globe Smart Virtual Education Pvt Ltd and
B.R.A.C.T's Vishwakarma Institute of Information
Technology

Thursday & 13 Feb 2020

Venue: Padhega Bharat, Pune

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING dated February 2020 (.....February, Two Thousand and Twenty) made at Pune.

BY & BETWEEN

I. HEALTHY GLOBE SMART VIRTUAL EDUCATION PVT LTD. a company duly incorporated under the Companies Act, through its managing Director Miss. Venu Amar Sable, having its office at 3rd Floor, Town Hall Committee, Deccan Club, Shukrawar Peth, Tilak Road, Hirabaug, Pune, Maharashtra, INDIA - 411002, hereinafter referred to as 'Healthy Globe' Party of the First Part.

AND

II. VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY, having its College at: Survey No. 2/3/4, Kondhwa (Budruk) Pune – 411048, Maharashtra, India, hereinafter referred to as 'VIIT' Party of the Second Part.

WHEREAS Healthy Globe Smart Virtual Education Pvt. Ltd. a Company duly incorporated under the Companies Act, 2013 has decided to improve access to quality and economical skill-based education and training to the socially and economically disadvantaged and access compromised student populations through virtual mode across Maharashtra and later India. That all the videos which will be beamed live and recorded for the above-mentioned purpose will be shot at the studio of Healthy


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Globe.

WHEREAS, The Vishwakarma Institute of Information Technology is an autonomous institute of engineering in Pune, India established in the year 2002 through its having there is an undergraduate and postgraduate PhD course is offered at doctorate level. All courses are pursued under full-time basis college located in, Pune.

WHEREAS, The Party of the First part providing Internship for enhancing future growth of such Intern. The internship tasking is depending upon their domain. The party of the Second part will provide Interns to the Party of the First Part.

WHEREAS the Parties have agreed for internship program of for enhancing future growth of intern specifically for Students of Party of the Second Part and the same has been mentioned in the Annexure.

WHEREAS the parties entered into a protracted negotiation with each other with respect to the terms of such engagement and reached a mutual Memorandum of Understanding and to record the same decided to execute these presents.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Memorandum of Understanding (MOU), the parties hereto agree as follows:

1. RULES, RESPONSIBILITIES DUTIES AND LIABILITIES OF CONCERN PARTIES OF CONCERNS

Roles and Responsibility of HEALTHY GLOBE

HEALTHY GLOBE shall be responsible for:

1. The party of the First Part will be responsible for Intern only for period till the time intern available as per the scheduled timetable.

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2. The party of the First Part shall ready to pay fixed Stipend to the intern. The intern will get the internship Stipend of ₹ 5,000/- (RUPEES Five Thousand ONLY) per month from the party of the First Part.
3. The party of the First part may offer placement to the Intern, such placement is subject to the performance given by such Intern during the internship period.
4. The party of the First part will provide training, direction and progress feedback to the intern. After completion of the internship, the party of the First part will provide an experience letter to the intern.
5. The party of the First part will provide project heads to each intern and interns have to report their In – Out time and other details to their respective project head the same shall be communicated to one contact number as a matter of policy. In the case of Ladies, they shall communicate via message after reaching home for safety purposes.
6. A POSH committee is established to deal with any kind of Sexual harassment cases apart from legal remedies available in the Law. As the party of the First part strives to empower and protect the woman.

Roles and Responsibility of VIIT

VIIT shall be responsible for:

1. Before sending Batch of interns to the Party of First part, the parties of the Second Part have to share in advance INTERNS all list of documents, ID and address proof, at least two emergency contact numbers. The said basic information will not be utilized for any other purposes and shall be subject to and adhere to the Data Protection Policy.
2. The Party of the Second part has to share medical information, i.e. blood group or allergies report if any and the contact number of their respective doctor/hospital. Though basic first aid kit is

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available at the party of First part but for safety reasons and to avoid any sort of accident or problem the above information is asked. The party of First part has high standard of safety and has also equipped the premises for the same.

3. The Party of the Second part will inform in advance to the Party of the First part when the interns are not available for the internship.
4. Two numbers of the concerned college shall be given to the party of First part for communicating within the secluded hours and in case of emergency after the secluded hours. The point of contact from The Party of the Second part shall be provided in advance and the same shall be available at requisite required time.
5. The Party of the Second part will inform the Party of the First part (concerns Team leaders or HR) when the interns are not available for the internship.

Roles and Responsibility of THE INTERNS

THE INTERNS shall be responsible for:

1. During the internship period, the Interns have to carry their own laptop at their own risk and the party of First part shall not liable for any loss theft or any other problem subject to sufficient precaution to be taken.
2. The party of The First part shall not put any sort of compulsion about the time. Interns are free to work as per their time subject to schedule and working time.
3. Interns have to complete their Task as per deadline given by the party of the First Part. Reports of these Tasks will be share on a "Monthly basis".
4. The party of First Part strictly restricts the Interns to comment or participate, negative perception, sentiment or actions on such being Anti-national or against any religious belief or thoughts any political or personal comment. Any views expressed by any person shall be considered of personal view of the said person

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and the party of first part and the party of first part shall not be liable for any such things as The party of the First part expressly does not encourage such thing and the said intern shall be removed forthwith without any explanation and delayed.

5. Any sort of physical assault or threat or intimidation or causing nuisance or any act which is against the policies of the Party of First Part any sort of destruction or damage to the property of party of first part be liable for damages compensation or fine. The interns are supposed to behave as per the standard the code of conduct expected out of such student Including etiquette and manners and to certain extend a bit of soft skills will be dealt with by strict action which may include removal of the Intern without any notice.
6. The party of The First part is not responsible for travelling & food expenses of these interns the same has to be manage by the student themselves.
7. Any Sort of Hacking, cracking, phishing or any other offence as per IT Act or any other law or as per the policy shall be punishable with fine/damages/compensation as the party of the First part strictly adheres to a Data protection policy.
8. The Undertaking Letter is to be signed by the intern towards the party of the First part and the party of the Second part and the same shall be countersigned by the Parent of the Interns.

2. SCHEDULED, TIME AND PLACE:

The duration for this internship is for the (6) Six months, there will be in such a way where the party of the First part will conduct internship program and timing of such program is fixed as per scheduled provided by the party of First part and the same has been mentioned in the Annexure.

3. OWNERSHIP AND COPYRIGHT OF COURSE MATERIALS

Dr. K. K. S. S.
13/2/2020

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The copyright for the academic Course Materials (Learning material as well as Evaluation material-print and digital) designed- by party of the First part pursuant to this Memorandum of Understanding shall rest with party of the First part and it shall be binding on the Party of the Second part and the Interns to use this purely for their own registered interns.

4. CONFIDENTIAL INFORMATION

Definition of Confidential Information.

'Confidential information' shall means (a) any technical and non-technical related to the party of First part business and current, future known products and services of each of the parties. Products, course including for example and without limitation the party of First part respective information concerning research, development, design details and specifications, financial information, business forecast, sales information market plans. (b) any information a party has received from the party of First part that may be made known to the party of Second part and which a party is obligated to treat as confidential or proprietary, except that information disclosed by a party to this Memorandum of Understanding (the "Discloser/party of First part") will be considered Confidential Information of Discloser by the other party (the "Recipient/party of Second part"), only if (a) the information would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with the Discloser's business and the industry in which Discloser operates or (b) the information (i) is provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail, SMS, Whats App. Through any other form), or recorded in Video or via Phone) is conspicuously designated as "Confidential" (or with some other similar legend) or (ii) if provided orally, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

Nondisclosure and Nonuse Obligations. Recipient will not use any Confidential Information except to the extent necessary for the purpose

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described above (the "Purpose") and Recipient will not disseminate or in any way disclose any Confidential Information to any person, firm, business or governmental agency or department, except as such disclosure is expressly permitted in this Memorandum of Understanding. Furthermore, the party of Second part may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any person, firm or business or to any form of public media without the prior written approval of the party of First part. Recipient shall treat all of Discloser's Confidential Information with the same degree of care as Recipient accords to Recipient's own Confidential Information, but not less than reasonable care. Recipient shall disclose Discloser's Confidential Information only to those of Recipient's employees, consultants and contractors who need to know the information to assist Recipient with respect to the Purpose. Recipient certifies that each of its employees, consultants and contractors will have agreed, either as a condition of employment or in order to obtain Discloser's Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Memorandum of Understanding. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Discloser's Confidential Information. Recipient shall assist Discloser in remedying the unauthorized use or disclosure of Discloser's Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. The party of the Second Part and the Intern's obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall not apply to any of Discloser's Confidential Information that the party of the Second Part (the Interns) and the Recipients can document: (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to the party of the Second Part (the Interns) and the Recipients by Discloser through no fault of the party of the Second Part (the Interns) and the Recipients; (b) was rightfully in the party of the Second Part and the

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Intern's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to the party of the Second Part (the Interns) and the Recipients by the Discloser; (c) was developed by employees or agents of the party of the Second Part (the Interns) and the Recipients independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by the party of the Second Part (the Interns) and the Recipients of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Memorandum of Understanding shall not be considered to be a breach of this Memorandum of Understanding by the party of the Second Part (the Interns) and the Recipients; provided, however, that the party of the Second Part (the Interns) and the Recipients provides prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure.

5. ARBITRATION

- 5.1. Any disputes between Parties shall in the first place be settled by mutual negotiations between the heads of the organizations on their appointed representatives and their decision shall be final and binding on ALL the parties. If the same fails, they will try to re-negotiate with the heads of the organization failing of which or in alternative the Arbitration clause shall come in operation either automatically or by selection of parties without prejudice to other remedies in Law. The Arbitration shall be Pune and the proceeding of arbitration shall be in English language. The Arbitrator's award shall be substantiated in writing. The award shall be binding on the both parties subject to the applicable laws in force and award shall be enforceable in any competent court.

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- 5.2. In the event of any dispute or differences arising out of this Memorandum of Understanding or its interpretation (including this clause), the same shall be referred for the sole arbitration by a mutually acceptable arbitrator. The arbitration proceedings in this regard shall be held at Pune and the decision of the sole arbitrator shall be final and binding on both the parties. The Arbitration proceedings shall be held and conducted by FAST TRACK mode only and the same under any circumstances shall be concluded within period of six months.

6. VALIDITY

This Memorandum of Understanding shall remain valid for a period of (1)

One year from the date mentioned herein viz.Feb, 2020 to.....Feb, 2021. This MOU will be valid until it is expressly terminated by either Party on mutual agreed terms. This is subject to internship completion and duration. This MOU may be renewed or extended for a further period by mutual consent of both the parties in writing.

Both the Parties may terminate this MOU upon 30 (Thirty) days notice in writing. In the event of termination, both parties have to discharge their obligations.

7. TERMINATION AND POST TERMINATION

- 7.1. Notwithstanding any other provision herein, if the party of second part fails or refuses to perform the work and associated duties pursuant to the terms and conditions of this Memorandum of Understanding, the affected party may terminate this Memorandum of Understanding by a one (1) month notice in writing or forthwith. Such sent by any mode of communication mentioned in Notice and other official communication clause.

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- 7.2. Any deviation by the party of Second part from the provisions and the conditions of this Memorandum of Understanding with need a prior written permission of the party of First part, failing which such deviation will be considered as a breach of the Memorandum of Understanding. Such a breach will in the first place be amicably sorted out by both the parties as mentioned in this Memorandum of Understanding, failing which the matter shall be referred for Arbitration or other remedies as per Law.
- 7.3. In case of termination of the Memorandum of Understanding for any reason, the party of second part and the Intern shall stop forthwith using the name, trade name, and trademark of its collaborator from its advertisements, correspondence or any other publicity material and settle financial obligations, if any.

8. NOTICE AND OTHER COMMUNICATIONS:

Notice and for other modes of official communication Email, WhatsApp, Addresses and person.

Notices. All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Memorandum of Understanding shall be in writing and shall be deemed delivered (i) on the date of delivery when delivered by hand; (ii) on the date of transmission when sent by E-MAIL during normal business hours with telephone confirmation of receipt; (iii) three (3) days after dispatch when sent by a reputable courier service that maintains records of receipt/R.P.A.D.; or (iv) seven (7) days after dispatch when sent by first class or airmail letter, provided, however, that in any such case, such communication is addressed provided in Memorandum of Understanding. To complete the process of communication acknowledgement of receipt and further the response of the receiver is absolutely important and hence, the communication from the receivers end about receipt of the said communication and ASAP reply of it. In case of person of

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point of communication is unavailable then the alternative communication from the team shall be provided. All notices, requests, demands and other communications, which are required or may be given pursuant to the terms of this Memorandum of Understanding shall be addressed as follows:

a. **If to Party of the First Part:**

- (i) Name : Venu Amare Sable
- (ii) Designation : Managing Director
- (iii) E-mail ID : director@padhegabhawat.com
- (iv) Whats App : 9588675580
- (v) Contact No :
- (vi) Alternative Contact no.:
- (vii) Address:

b. **If to Party of the Second Part:**

- (i) Name : Vivek Deshpande
- (ii) Designation : Director
- (iii) E-mail ID : director@vrit.ac.in
- (iv) Whats App : 9552520322
- (v) Contact No.: 9422519849
- (vi) Alternative Contact no. :
- (vii) Address: VIT, Kondhwa, Pune

9. **WAIVER**

Failure or neglect by Any party to enforce at any time any of the provisions of this Memorandum of Understanding shall not be construed as, or deemed to be, a waiver of the party's rights hereunder, nor shall such

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failure or neglect affect the validity of the whole or any part hereof of the party's right to take subsequent legal action.

10. AMENDMENT

Except as otherwise provided under this Memorandum of Understanding, no amendment hereof, whether by addition or deletion or otherwise, shall be effective unless it is in writing and signed by the parties hereto.

This Memorandum of Understanding supersedes any arrangements, understandings, promises or Memorandum of Understandings made or existing between the parties hereto prior to or simultaneously with this Memorandum of Understanding, whether written, oral or implied, and constitutes the entire understanding between them.

11. REVIEW

Notwithstanding what has been stated under this Memorandum of Understanding, a review of the Memorandum of Understanding will be undertaken once after every completed academic cycle during the tenure of this Memorandum of Understanding to evaluate the progress made and modifications will be incorporated, if required, through mutual consent of both the parties.

12. SEVERABILITY

In the event that any term, condition, or provision contained herein, is determined to be invalid, unlawful, or unenforceable to any extent, the same shall be severed from the body of this Memorandum of Understanding and the remainder hereof shall continue to be valid and enforceable to the fullest extent permitted by law.

13. LAW AND JURISDICTION

This Memorandum of Understanding shall be interpreted and enforced according to the laws of the State in force from time to time. The

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jurisdiction for any matter shall be with PUNE court ONLY. THE NCLT bench will be Mumbai ONLY. The Seat of Arbitration Shall be PUNE ONLY.

14. INDEMNITY:

Both parties (an "Indemnifying Party") agrees to indemnify each other and keep indemnified and hold harmless the other Party (the "Indemnified Party") from and against any and all losses, penalties, judgments, suits, costs, claims, liabilities, assessments, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by, imposed upon arising from or asserted against the other Party as a result of relating to or arising out of any breach, default or non-compliance under this Memorandum of Understanding subject to defense in law and facts, circumstances, intention and situation of the said acts.

Procedure for Indemnification:

a. The Indemnified Party shall give notice to the Indemnifying Party of any claim, specifying in reasonable detail the factual basis for the claim, the amount thereof, estimated in good faith, all with reasonable particularity and containing a reference to the provisions of this Memorandum of Understanding in respect of which such claim shall have occurred.

b. The Indemnified Party and the Indemnifying Party shall consult with each other and in good faith endeavor to resolve any claims under this Section in a mutually acceptable manner.

Other Rights and Remedies Not Affected. The indemnification rights of the parties are independent of, and in addition to, such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentations, breach of warranty or failure to fulfill any Memorandum of Understanding or covenant hereunder on the part of any party hereto, including the right to seek specific performance, rescission, or

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other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

Claims between Parties.

- a. With respect to claim solely between the parties hereto, following receipt of written notice from the Indemnified Party of a claim, the Indemnifying Party shall have fifteen (15) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable, and the Indemnified Party agrees to make available to the Indemnifying Party reasonable access to documents and information to substantiate the claim.
- b. If the Indemnified Party disputes the claim, the Indemnified Party, without prejudice to its rights to seek recovery of the claim against the Indemnifying Party, shall be entitled to apply to a Court or an arbitral constituted under for set-off, deduction and/or suspension of payment of any part of the Memorandum of Understanding as is ordered by the Court or arbitral proceedings (on an interim or final basis).

Third-Party Claims. The obligations and liabilities of each party to this Memorandum of Understanding hereof related to third party claims shall be subject to the following terms and conditions:

- a. At any time after receipt of notice/communication (official) of any third party claim asserted against, imposed upon or incurred by an Indemnified Party, the Indemnified Party shall notify the Indemnifying Party of such claim in writing. The Indemnified Party hereby appoints the Indemnifying Party and the Indemnifying Party shall be entitled, at its own expenses, to participate in and shall undertake the defense thereof in good faith for and on behalf of the Indemnified Party by counsel of the Indemnifying Party's own choosing, which counsel shall be satisfactory to the Indemnified Party;

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provided, however, that in addition, the Indemnified Party shall at all times have the option, at its own expense, to participate fully therein (without controlling such action).

b. If within thirty (30) days after written notice to the Indemnified Party of the Indemnifying Party's intention to undertake the defense of any third party claim the Indemnifying Party shall fail to defend the Indemnified Party against such third party claim, the Indemnified Party will have the right (but not the obligation) to undertake the defense and/or enter into a compromise or settlement of such third party claim on behalf of, and for the account and at the risk of, the Indemnifying Party.

c. If the Indemnifying Party disputes the claim, the Indemnified Party, without prejudice to its rights to seek recovery of the claim against the Indemnifying Party, shall be entitled to set-off against the out of pocket and misc. expenses such amount of the claim as is payable by the Indemnified Party pursuant to an order, decree or judgment (interim or final) of a Court or Governmental Authority or Arbitrator or others and if no stay of such order has been obtained by party within 30 days thereafter, provided that payment of the any amount as per this Memorandum of Understanding shall be suspended during such 30 day period.

Any dispute be it negotiations both the parties shall strive that the dispute be settled in time defined herein under 1 week minimum to 1 month maximum, which means 30 days inclusive of holidays etc.

15. FORCE MAJEURE/ACTS BEYOND CONTROL/ANTICIPATION:

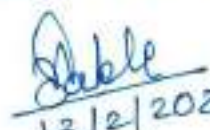

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Memorandum of Understanding due to the exigency of one or more of the force majeure events such as but not limited to ACTS OF GOD, WAR, Flood, earthquakes, strikes not confined to the

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premises of the parties but affecting them, lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such events/acts the party affected thereby shall give a notice in writing to the other party within 15 days/ASAP of such occurrence or cessation. If the force majeure continues beyond 15 Days decided time limit, the parties shall mutually decide about the future course of action.

IN WITNESS WHEREOF the parties hereto have executed the Memorandum of Understanding on the day and year first above written.

PHOTO	LHTI	NAME/SIGNATURE
		<u>Venu Amaze Sable</u>  13/2/2020
(FIRST PART)		
		 (SECOND PART) Virek D. Shinde

WITNESSES:

1. Signature 
13/2/2020

Name Dr. Atul P. Kulkarni

Address

2. Signature

AW Ingle

Name

Anup W. Ingle

Address

VISIT, Pune

Shable
13/2/2020

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**VISHWAKARMA INSTITUTE OF
INFORMATION TECHNOLOGY, PUNE**

&

**Dhanaji Nana Chaudhari Vidya Prabhodini's
Loksevak Madhukarrao Chaudhari College of
Social Work, Jalgaon**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 6th day of - March - Two Thousand Twenty (06-03-2020),

BETWEEN

Vishwakarma Institute of Information Technology, Survey No 2/3/4 Laxmi Nagar, Kondhwa (Bk), Pune-411048 hereinafter referred as 'First Party'.

AND

Dhanaji Nana Chaudhari Vidya Prabhodini's Loksevak Madhukarrao Chaudhari College of Social Work, Jalgaon, the Second Party, Old Khedi Road, Jalgaon-425001 hereinafter referred to as "Second Party".

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Vishwakarma Institute of Information Technology**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Project Development and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Dhanaji Nana Chaudhari Vidya Prabhodini's Loksevak Madhukarrao**

Chaudhari College of Social Work, Jalgaon the Second Party is engaged in Education, Social activities and Field Work.

- F) **Dhanaji Nana Chaudhari Vidya Prabhodini's Loksevak Madhukarrao Chaudhari College of Social Work, Jalgaon** ,the Second Party is promoted by **Dr. Yashawant Mahajan, Dr. Sunita Chaudhari**; 78/5, Shankarrao Nagar, Old Khedi Road, Jalgaon 425001

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the Intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Web development, Machine Learning, Natural Language Processing, Product Development.**
- 2.3 **Skill Development Programs:** First Party to train the students of Second Party on the emerging technologies in order to bridge the skill gap.
- 2.4 **Guest Lectures:** First Party to extend the necessary support to deliver guest lectures to the students of the Second Party on the technology trends and product development requirements.
- 2.5 **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting training on recent technology and tools requirement.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.7 There is no financial commitment on the part of the **Vishwakarma Institute of Information Technology, Pune**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Vishwakarma Institute of Information Technology, Pune**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Dhanaji Nana Chaudhari Vidya Prabhodini's Loksevak Madhukarrao Chaudhari College of Social Work, Jalgaon** the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 6 JURISDICTION:

In case of any dispute arises between the parties, the Courts in Pune shall have exclusive jurisdiction for the same.

AGREED:

For Vishwakarma Institute of
Information Technology, Pune

For Dhanaji Nana Chaudhari Vidya
Prabhodini's Loksevak Madhukarrao
Chaudhari College of Social Work,
Jalgaon



Authorized Signatory

21/7/23
Dr. Y. G. Mahajan
Authorized Signatory
ACTING PRINCIPAL
Loksevak Madhukarrao Chaudhari
College of Social Work, Jalgaon



Vishwakarma Institute of Information Technology, Pune	Dhanaji Nana Chaudhari Vidya Prabhodini's Loksevak Madhukarrao Chaudhari College of Social Work, Jalgaon
Survey No 2/3/4 Laxmi Nagar, Kondhwa (Bk), Pune-411048	78/5, Shankarrao Nagar, Old Khedi Road, Jalgaon 425001
020-26950200/400	(0257) - 2234928, 2222714
director@vilit.ac.in	dncvp@rediffmail.com
www.vilit.ac.in	www.dncvp.org


Witness1:


Dr. Sachin Sakhole
Head, Computer Engg.

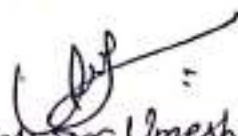
Witness3:


Subhash Tete

Witness2:


Dr. Rakosh Chaudhari
IGAC Co-ordinator.

Witness4:


Dr. Umesh Wane
Co-ordinator
Research & Development Cell
Loksevak Madhukarrao Chaudhari
College of Social Work, Jalgaon



Industry Academia Partnership Program

Memorandum of Understanding

Between

B.R.A.C. T's Vishwakarma Institute of Information Technology

&

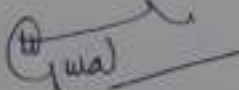
Indian Concrete Institute, Pune

For Vishwakarma Institute of Information Technology

For Indian Concrete Institute, Pune


Authorized Signatory

Bhurat Agarwal
Managing Trustee


Authorized Signatory

Er. Vijay Kant
Chairman, ICI Pune

Day and Date of signing: Thursday, 12th March 2020

Venue: VIIT, Kondhwa, Pune



MEMORANDUM OF UNDERSTANDING

BETWEEN

B.R.A.C. T's Vishwakarma Institute of Information Technology

and

Indian Concrete Institute, Pune

Day and Date of signing: Thursday, 12th March 2020

Venue: VIIT, Kondhwa, Pune

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the 1st day of March Two Thousand Twenty (1st 03/2020)

BETWEEN

R.R.A.P.T. Vidyalakshmi Institute of Information Technology, Pune 411048 the First Party (hereinafter referred to as VITI, the Institution which expression unless excluded by or cognizant to the subject or context shall include its successors - in effect, administrators and assigns)

AND

Indian Concrete Institute, Pune and Chasen Building, Vimal 24/1-1 Prabhat Road Opposite Vimalto, Bhamburda, Pune, Maharashtra 411004, the Second Party (hereinafter referred to as 'ICI Pune'), company which expression unless excluded by or cognizant to the subject or context shall include its successors - in effect, administrators and assigns)

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as Party.)

WHEREAS

- A) First Party is a Higher Educational Institution named
 - a. Vidyalakshmi Institute of Information Technology (VITI)
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) Indian Concrete Institute Pune (ICI, Pune), the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Civil Engineering.
- F) ICI is leading professional body in India established in 1962 at Chennai. It is National body of concrete and Construction Technology of India. Being Non - profit Organisation, it is dedicated to cause of disseminating knowledge on concrete to promote concrete Technology and Construction and to address the Research needs of concrete. ICI is having 341 organizational Members. More than 257 student chapters, 15000 enrolled

member from 42 regional centers in all major cities from East, west, North and South Zone of India. ICI Works with close coordination with CPWD, PWDs, Municipal Corporation, BIS, Other concrete Institute like ACI etc. ICI is committed to society towards sustainability in construction practices by research and development. ICI brings out several publications of all-important research in field.

ICI Pune office is oldest office from West Zone Which conducts verities of programs like seminars, Workshops, Guest lectures, Site Visits, Conferences, and Exhibitions etc. throughout the year for all stockholders.

Now, In Consideration of the association, It is agreed by both VIIT and ICI Pune as a part of Industry Academia Initiative.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in

technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Civil Engineering wherever deemed fit during the course of association.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and

licenses of whatsoever nature required for offering the Programs on the terms specified herein

- 2.10 There is no financial commitment on the part of the VIIT, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that VIIT, Pune and ICI pune are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Vishwakarma Institute of
Information Technology, Pune

Indian Concrete Institute, Pune

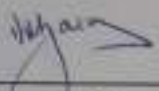
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head


Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune (Maharashtra).

AGREED:

For Vishwakarma Institute of
Information Technology, Pune

For Indian Concrete Institute, Pune


Authorized Signatory
Bhaskar Agarwal
Managing Trustee


Authorized Signatory
Er. Ujjwal Kunte
Chairman, ICI Pune


Name of Institution: Vishwakarma Institute of Information Technology, Pune, India
Name of Industry: Indian Concrete Institute, Pune, India

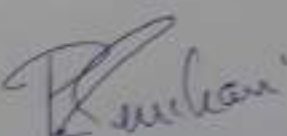
Address: VIIT, Survey No. 3/4,
Kondhwa (Bk),
Pune 411048

Address: Pune and Classic Building, Vimal,
84/1/1 Prabhat Road, Opposite Ghodke,
Erandwane, Pune, Maharashtra 411004

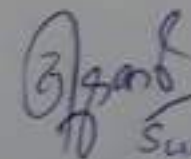
Contact Details : 9822903263
E-mails : shrikant.shinde@viit.ac.in
Web: www.viit.ac.in


Contact Details: 9822304334
E-mails : icipunecentre@gmail.com
Web: www.icipunecentre.org

Witness 1: 
Director, VIIT Pune

Witness 1: 
Er. Prasad Serekekar

Witness 2: 
Dr. Shrikant T. Shinde

Witness 2: 
Suneel Kulkarni

Witness 3: 
Dr. Archana Tanawade

Witness 3: 
Jayant Khode

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**BRAC's Vishwakarma Institute of
Information Technology**

&

Dynalec Controls Pvt Ltd

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 03rd Day of - July - Two Thousand Twenty (03/07/2020),

BETWEEN

BRAC's Vishwakarma Institute Of Information Technology (VIIT) Survey No. 3/4, Kondhwa (Budruk) Pune - 411048, Maharashtra (India),

The **First Party** represented herein by its **Prof. Vivek Deshpande, Director, VIIT** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Dynalec Controls Pvt. Ltd, Shivane,

The **Second Party**, and represented herein by its Zonal / Divisional Head, **Mr Shrikant Kulkarni, Director Dynalec Controls Pvt Ltd**, Regd. Office : Shed No. 6, 7 & 8, Survey No. 77/4, Vishnu-Malati Industrial Estate, Shivane, Pune - 411 023, India

(Hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

WHEREAS:


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- A) First Party is a Higher Educational Institution named:
BRACTs Vishwakarma Institute of Information Technology (VIIT), Survey No.
3/4, Kondhwa (Bk) Pune - 411048, Maharashtra (India)

Institute is established vide AICTEs Letter of intent issued in year 2002.
Permanent affiliated to Savitribai Phule Pune University (SPPU) vide its letter
CA/236 dated 30th Jan 2012 and granted autonomy from academic year 2017-
18. Institute has recognized research center of SPPU for doctoral studies in
Engineering. Accredited by NBA and NAAC

- B) First Party & Second Party believe that collaboration and co-operation
between themselves for this **Center of Excellence for Electric Vehicles** as
outlined in this MoU will promote more effective use of each of their
resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation
within area of Skill Based Training, Education and Research including joint
projects and funding applications for Govt. research funding agencies,
Corporates or International entities including Venture Capitalists.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for
advancing their mutual interest;
- E) **Dynalec Controls Pvt Ltd** - , the Second Party is engaged in the Business,
of Design, Manufacturing, Deployment of Products and Services in the
fields of - **Prime-mover Test Beds and Electric Vehicle Tests and Kits** and
related fields.
- F) **Dynalec Controls Pvt Ltd** - ,the Second Party is led by the five directors
Shrikant Kulkarni, Ravindra Bendre, Arvind Zope, Shirish Kulkarni, Ram
Parthasarathy and is located @ Regd. Office : Shed No. 6, 7 & 8, Survey No.
77/4, Vishnu-Malati Industrial Estate, Shivane, Pune - 411 023, India and
following gives the overview it's business





NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives for this Center of Excellence for Electric Vehicles, and they shall establish

[Signature]

[Signature]

channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings or through its associated entities. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the mutual (engineering, intellectual, infrastructure, facilities etc) capabilities. Faculty of First Party shall be provided with appropriate inputs of the business side for developing suitable products / solutions / research projects/ teaching / training systems, keeping in mind the needs of the industry, as provided by the Second Party. Whereas, faculties of the first party shall provide technical inputs, technology updates and possible solutions to manufacture products by the party on second part time to time on mutually agreed terms.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 There is huge amount of thrust on the Electric Vehicle as a future for the mobility industry across the world and India is not spared due to huge dependence of the movement of the mankind and good on road as means of transport. Envisaging the same Second Party is already having a business focus to build that business line and required offerings / solutions /

 Page 2

services for the same in the coming few years. This is an happening space and there is a potential in the form of new business and new research opportunities for both First and Second Party – which is the impetus behind the formation of the for this **Center of Excellence for Electric Vehicles** outlined under this MoU.

- 2.2 The budding students (graduates, doctorates, post doctorates), from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge and give the industry required raw material prepared in the form of trained manpower and the business backed up by research work necessary for building the scientific side for the actual business issues.
- 2.3 **Various Projects Under the Subject Matter of Electric Vehicle :** During the first discussions, various areas of research and concrete projects for the mutual benefits have been identified. The scope, execution plan and deliverables will be defined and mutually agreed to make this as a value addition to both the sides. The scope will be mutually agreed and signed off upfront to ensure that both the parties are absolutely aligned. A review mechanism for project status review and reporting will be setup for both the parties to have continuous updates on the various projects.
- 2.4 **Curriculum Design:** Second Party will provide valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully. The Second party may also propose for any additional subject / course to be taken up based on the market situation, which will be mutually discussed and agreed upon for the further execution.
- 2.5 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries;



the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party - this will be carried out at mutually convenience and prior approvals. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party, where-ever possible. First party will provide technology training, add-on courses/ modules as well allow usage of labs and test facilities available with it to the employees of Second Party.

- 2.6 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy - this will based on the needs and appropriateness of the students to fit the requirements. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them, as appropriate.
- 2.7 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - Design & Development of Electric Vehicle Development including its sub-systems and test tools and research on certain technological aspects for doctoral studies and joint publications and intellectual property out of it, testing of sub-systems or the complete systems. This can be effected upon signing Definitive Documents for the same.
- 2.8 **Skill Development Programs:** Second Party to train the students (who are engaged on the relevant assignments) of First Party on the appropriate emerging technologies in order to impart them necessary skills for their industry readiness on the specific areas.



- 2.9 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements, as appropriate.
- 2.10 **Faculty Development Programs:** Second Party will be willing to train the Faculties involved in the engagement under the EV CoE of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available, as and when deemed necessary by mutual agreement.
- 2.11 Both Parties will obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.12 Both Parties will enable connects with the EV space to each other for mutual benefits to ensure the win-win and growth on both the side, so that more such industry specific projects could be undertaken.
- 2.13 There is no upfront financial commitment on the part of the **VILT or Dynalec Controls Pvt Ltd**, apart from the specifically agreed investments or expenses as per the need of the project under consideration, the First Party and Second part to take up the mutually agreed responsibilities in the program mentioned in this MoU. If there is any financial consideration, it will be dealt separately in a mutually agreed manner.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.



CLAUSE 4 VALIDITY



- 4.1 This Agreement will be valid for **THREE years**, unless it's expressly terminated by either Party on mutually agreed terms, during which period both VIIT, the First Party and **Dynalec Controls Pvt Ltd**, the Second Party, as the case may be, will jointly take effective steps for implementation of this MoU. Any act on the part of VIIT, the First Party and **Dynalec Controls Pvt Ltd**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU
- 4.2 Both Parties may terminate this MOU upon 90 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


First Party	Second Party
 Prof. Vivek Deshpande Director, VIIT	 Mr. Shrikant Kulkarni Director, Dynalec Controls

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune City.

AGREED:

For VIIT

For Name Dynalec Controls Pvt Ltd


Authorized Signatory


Authorized Signatory

Name of Institution : Vishwakarma Institute Of Information Technology	Name of Industry : Dynalec Controls Pvt Ltd, Shivane,
Address : Survey No. 3/4, Kondhwa (Budruk) Pune - 411048, Maharashtra, India	Address Regd. Office : Shed No. 6, 7 & 8, Survey No. 77/4, Vishnu-Malati Industrial Estate, Shivane, Pune - 411 023, India
Contact Details : 020 - 26950200 / 400	Contact Details : 020 25290491 / 0957
E-mails : director@viit.ac.in	E-mails : management@dynaleccontrols.com
Web : http://www.viit.ac.in/	Web : www.dynaleccontrols.com

Witness1:



Witness2:



Witness3:



Witness4:

