

# **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**



**VISHWAKARMA INSTITUTE OF INFORMATION  
TECHNOLOGY, PUNE**

**&**



**TECHTRAIL TECHNOLOGIES PVT. LTD.**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this **13<sup>th</sup> day of January – 2021,**

BETWEEN

**VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY**, Survey No. 3/4, Kondhwa (Budruk) Pune – 411048, Maharashtra (India), the First Party represented herein by its Director, **Dr. Vivek S. Deshpande** (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

**TechTrail Technologies Pvt Ltd**, 204, Rajvilas Heights, Near Aditya Shagun Mall, Bavdhan, Pune - 411021 the **Second Party**, and represented herein by its Director, **Pankaj Shinde**, (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:

(i) Name of Institution: **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) **TechTrail Technologies Pvt. Ltd.** – The Second Party is engaged in Business, Software Development, Skill Development, Education and R&D Services in the fields of – healthcare, hospitality, pharma, real-estate, auto care and manufacturing domains.

F) 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 may choose to 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.

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 its Policy. The Second Party may 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 – software development, data analysis, new age product and service development

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, if possible, of the First Party on the technology trends and in house requirements.

2.8 Faculty Development Programs: Second Party may 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 Pune, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

2.11 The Party of the Second Part shall help the Party of the First part in students' projects, mentorship/sponsored projects. The Party of the Second Part shall issue necessary Certificates to the students after successful completion of the projects. The Party of the First Part shall not be responsible for the same.

### **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.

3.2 The Second Party owns all the Intellectual Property Rights related to the any work, assignment so performed during internship tenure and infringement of the same shall be taken ahead for judicial proceedings and further consequences.

### **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 TechTrail Technologies, 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 TechTrail Technologies, 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.

5.2 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, by appointing sole Arbitrator mutually by both the parties. 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 VIIT Pune

  
Authorized Signatory

For TechTrail Technologies Pvt Ltd


  
Authorized Signatory

<b>VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY</b>	<b>TechTrail Technologies Pvt. Ltd.</b>
Survey No. 3/4, Kondhwa (Budruk) PUNE 411048	204, Rajvilas Heights, Near Aditya Shagun Mall, Bavdhan, PUNE 411021
Ph:	Ph: 9766910448
E-mail:	E-mail: <a href="mailto:pankaj.shinde@tech-trail.com">pankaj.shinde@tech-trail.com</a>
Web: <a href="http://www.viit.ac.in/">http://www.viit.ac.in/</a>	Web: <a href="https://www.tech-trail.com">https://www.tech-trail.com</a>

Witness1:

  
Dr. Atul P Kulkarni

Witness2:

  
P.S. Wadgaonkar

# **MEMORANDUM OF UNDERSTANDING(MOU)**

**BETWEEN**



**VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY, PUNE**

**&**

**SURYALOGIX PRIVATE LIMITED**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 18<sup>th</sup> day of - January - Two Thousand Twenty-One (18/01/2021),

### BETWEEN

Vishwakarma Institute of Information Technology, Pune, the First Party represented herein by its Name of Competent Authority / Representative (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

Suryalogix Private Limited, Pune, the Second Party, and represented herein by its Head, Mr. Nitin Gutte, (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:





**(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) **Suryalogix Private Limited** -, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **electronic, renewable energy sector** and related fields
- F) **Suryalogix Private Limited**, the Second Party is promoted by **Mr. Nitin Gutte**; Address: S No. 56/12 BLDG-3S Walhekar Properties, Second floor Mumbai Bengaluru, National Highway, Narhe, Pune, Maharashtra 411041 and is a product development company in the field of electronic and renewable energy sector
- G) **Suryalogix Pvt Ltd** is homegrown product development company in the field of electronic and renewable energy sector. Our team has wide experience and expertise in the field of power electronics, embedded systems, machine learning, artificial intelligence and related technologies. Team has developed and made innovations in the field of PV to optimize the solar generation.

**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 **electronic and renewable energy sector.**
- 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 **Suryalogix Private Limited**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Suryalogix Private Limited**, 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.

First Party

Second 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 **Pune**.

## **CLAUSE 6 OTHER TERMS AND CONDITIONS**

- 6.1 The first party agrees that during internship its student will maintain strict confidentiality. On no grounds the students will disclose information obtained over the course of the program which is deemed classified by the second party.
- 6.2 The first party undertakes that the students will abide by any employment rules set out by the second party to facilitate the Program. It also agrees that the



students will follow instruction and accept supervision from the second party throughout the internship period.

- 6.3 The first party agrees that during internship period the students will work on multiple departments as directed by staff of the second party.
- 6.4 The first party agrees that the students will follow the administrative policies of the second party, including confidentiality policies, personnel practices, and business protocols.
- 6.5 The first party agrees that the students will be responsible for his/her own personal transportation and living arrangements.
- 6.6 The first party agrees that if any student gets absent for more than 3 days without any prior intimation, his/her internship will get cancelled on spot.
- 6.7 The first party agrees that the students will get the certificate only after completing 6 months internship.
- 6.8 The first party agrees that it will be solely responsible for the educational and curricular components of the Student's academic program and of the Course.
- 6.9 The first party agrees that it will be solely responsible for, and have full discretion, in assessing and grading Student in the Course.
- 6.10 The first party agrees that it will take the permission and schedule for arranging the interview and visits from the second party.
- 6.11 First party and second party, shall exchange no money, assess no costs, and charge no fees in connection with this MOU.
- 6.12 Student is not an employee of second party and not entitled to any benefits from second party, including but not limited to Worker's Compensation, sick or vacation leave, or health insurance.






6.13 Nothing in this MOU shall create an employment relationship, agency relationship, joint venture, partnership agreement between the first party and second party.

**AGREED:**

For Vishwakarma Institute of  
Information Technology

For Suryalogix Private Limited

  
Authorized Signatory

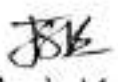
Dr. Vivek Deshpande

  
Authorized Signatory

Mr. Nitin Gutte

Vishwakarma Institute of Information Technology	Suryalogix Private Limited
Address: Survey No. 3/4, Kondhwa (Budruk), Pune - 411048, Maharashtra (India)	Address: SN-56/12, 202,204, 2nd floor, Walhekar Properties, above HDFC Bank, Pune-Bengaluru Highway, Narhe, Pune-411041
Contact Details: Dr. Jayshri Kulkarni	Contact Details: Neha Joshi
E-mails: jayashri.kulkarni@viit.ac.in	E-mails: hr@suryalogix.com
Web: www.viit.ac.in	Web: www.suryalogix.com


Witness1:

  
Dr. Jayshri Kulkarni

Witness2:

  
Dr. Shailesh Kulkarni

Witness3:

  
Dr. Atul Kulkarni

Witness4:

  
Mr. Shrawan Nalgiokar

**MEMORANDUM OF  
UNDERSTANDING (MoU)**

**BETWEEN**

**VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY**

**&**

**Siddharth Auto Engineers Pvt. Ltd.**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the <sup>nth</sup> day of - Name of Month - Two Thousand Nineteen (Date in Numerals),

### BETWEEN

**Vishwakarma Institute of Information Technology, Kondhwa(Bk),Pune** the **First Party** represented herein by its **Mrs. K. H. Wanjale, Representative** (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

**Siddharth Auto Engineers Pvt. Ltd.**, 202, Kamal Kirti Apartment, Near Navsha Maruti Chowk, Above TVS Shelar Showroom. Sinhgad Road, Pune - 411030, and represented herein by its Zonal / Divisional Head, **Mr. Siddhesh Bhatewara**, (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:  
**Vishwakarma Institute of Information Technology, Kondhwa (Bk), 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) **Siddharth Auto Engineers Pvt. Ltd.**, the Second Party is engaged in Business, in the fields of - *ITI, Diploma and Bachelor of Mechanical Engineering of Automobile Sector.*
- F) **Siddharth Auto Engineers Pvt. Ltd.** - ,the Second Party is promoted by Mr.Dileep Pandit, 202, Kamal Kirti Apartment, Near Navsha Maruti



Chowk,Above TVS Shelar Showroom. Sinhagad Road, Pune - 411030,  
Tel. No. : 020 - 24250205

The Story of Siddharth Auto Engineers Pvt Ltd started with one Sales Executive and Service Engineer taken from the existing tractor business.

After selling 5 machines in 1985, making a mark of 1000 machines annually today along with a staff of 45 Sales Executives, 250 Engineers and a Supporting Staff of more than 80 has been an achievement all together.

The success story of SAE has a strong foundation of teamwork. The Sales, Service, Spares, Accounts and the Office Staff work hand in hand. All victories and failures are celebrated and shouldered jointly. Today, the SAE team consists of 410 dedicated members to work hard at all the levels of the JCB franchise.

Landmarks:

SAE was the first dealer in India to complete the sales of 100th, 200th 400th 500th and 1000th JCB 3DX machines.

SAE has a reputation of innovating new ideas of marketing. The "Bring Customers in Fold", a new concept which SAE started in 2005 is now a standard Practice in JCB dealers all over India.

As on today the company has 15 offices all over the 9 districts being:

Baramati, Chakan, Chiplun, Karad, Kolhapur, Latur, Pandharpur, Sangli, Solapur, Wagholi, Pune, Kelawade, Kudal, Ravet.

**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 **Vishwakarma Institute of Information Technology, Kondhwa(Bk), Pune** 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 - - **Siddharth Auto Engineers Pvt. Ltd. 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 **Siddharth Auto Engineers Pvt. Ltd.**, 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** 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.

First Party

Second 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 Pune

**AGREED:**

For Vishwakarma Institute of Information Technology

  
Authorized Signatory  
Dr. Vivek Deshpande


For Siddharth Auto Engineers Pvt. Ltd.

  
Siddhesh Bhatewara  
Manager - Sales Admin & HR

Vishwakarma Institute of Information Technology	Siddharth Auto Engineers Pvt. Ltd.
Address : Kondhwa(Bk), Pune	202, Kamal Kirti Apartment, Near Navsha Maruti Chowk, Above TVS Shelar Showroom, Sinhagad Road, Pune - 411030
Contact Details :	Tel. No: 020 - 24250205
E-mails : <a href="mailto:director@viit.ac.in">director@viit.ac.in</a>	Email: <a href="mailto:siddhesh.bhatewara@saep1.net">siddhesh.bhatewara@saep1.net</a>
Web: <a href="https://viit.ac.in">https://viit.ac.in</a>	<a href="http://siddharthautoengineers.jcbindia.co.in">siddharthautoengineers.jcbindia.co.in</a>

Witness1:

Witness2:




  
Dr. Atul P. Kulkarni

Witness3:

Witness4:



  
Wagalekar



## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding herein referred to as "MOU" is entered on **27th Day of January, 2021**

**BETWEEN:** 3DGuru Innovations Pvt. Ltd. M/s. Akshay Tijore, bearing CIN : U29100PN2020PTC197301, having its registered office at B-1, Sadanand Residency, Near Dnyandeep School, Manajinagar, Narhe, Pune, MH - 411041 hereinafter referred as "First Party";

**AND:** Vishwakarma Institute Of Information Technology (VIIT), Director Dr. V. Deshpande, having its office at Survey No. 3/4, Kondhwa Budruk, Pune, Maharashtra 411048 hereinafter referred as "Second Party".

Now the above parties hereby agree to the following:

**1) Preamble & Background for the MOU:**

The first party is 3DGuru Innovations Pvt. Ltd. engaged in the field of Safety Systems and Product Development.

The second party is Vishwakarma Institute Of Information Technology (VIIT) engaged in the field of Technical & Engineering Education.

**2) Purpose of the MOU:**

The Purpose of this MOU is to share responsibilities for, "Innovative Product Design Hackathon (IPDH) SURAKSHA" from 28th Jan, 2021 to 17th Feb, 2021.

Enlist the Purpose of this MOU in detail

1. Planning and execution of the event
2. Arranging resources required for training
3. Sharing participants data

**3) Roles and Responsibilities:**

I) First Party Agrees to carry out the following roles and responsibilities:

- a) Formalizing Event execution plans
- b) Documentations
- c) Graphic Designing
- d) Marketing
- e) Shortlisting Applications

II) Second Party Agrees to carry out the following roles and responsibilities:

- a) Arranging Volunteers
- b) Providing Access to Infrastructure
- c) Online marketing of the event
- d) Assistance in Corporate Sponsorship



**4) Effective Date:**

This MOU will come into effect on the date of signature and will remain in force until either side delivers written notification to the other of its intention to terminate the Memorandum, in which case the parties will terminate on 17th Feb 2021.

**5) Consideration/Valuation:**

The parties agree for no. consideration in terms of monetary benefits..

**6) Modification**


The MOU may be amended by mutual consent through an exchange of correspondences between the two Partners and by entering into Supplementary MOU.

**7) Applicable Laws**

If any clause of this MOU overrides or is contrary to any other prevailing law which is applicable to the parties for the time being in India, then the existing and relevant Act, Rule or Regulation shall prevail over such clause of this MOU.

**For First Party,**

3DGuru Innovations Pvt. Ltd.

  
Akshay Tigar  
27-01-2021

Director/CEO

Witness:-

1) 

S/o Mr. V. D. Badhe

Age:              Occ:

Add:

Place: Pune

Date: 27/01/2021



**For Second Party,**

Vishwakarma Institute Of Information Technology (VIIT)


  
Director/CEO

2) Dr. Vikas Deshpande

S/o Mr. ....

Age:              Occ:

Add:

Dr. Ash P Kulkarni  
  
27/01/2021



## MEMORANDUM OF UNDERSTANDING

BETWEEN

B.R.A.C. T's Vishwakarma Institute of Information Technology &  
J Kumar, Mumbai

Day and Date of signing: **Saturday, 6<sup>th</sup> Feb 2021**  
Venue: Pune

*Signature*

*Signature*



## Industry Academia Partnership Program



### Memorandum of Understanding

Between

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

&

J Kumar, Mumbai

For Vishwakarma Institute of Information  
Technology, Pune

J Kumar, Mumbai



Authorized Signatory

Authorized Signatory

Day and Date of signing: Saturday, 6<sup>th</sup> Feb 2021  
Venue: Pune





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on Saturday of sixth February Two Thousand Twenty one (06/02/2021).

### BETWEEN

**B.R.A.C. T's Vishwakarma Institute of Information Technology, Pune 411048,** the First Party (hereinafter referred as "VIIT", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

**J kumar, 16-A, Andheri Industrial Estate, Veera Desai Road, Andheri (West), Mumbai Maharashtra 400053** the Second Party, (hereinafter referred to as **J Kumar, Mumbai**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

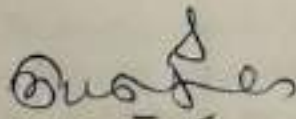
(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - Vishwakarma Institute of Information Technology (VIIT)
- 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
- E) **J Kumar, Mumbai** the Second Party is engaged in Skill Development, Education and R&D Services in the fields of Construction Industry and related fields.
- F) **J Kumar Infraprojects Ltd (JKIL)** is one of the leading urban infrastructure Company. As a pure play EPC Company, they have developed a niche in construction of Urban Infra Projects including Metros (Underground & Elevated), Flyover, bridges, skywalk etc. and roads, irrigation and piling work  
They remain true to their Mantra for superlative infrastructure i.e., Dream Big & Work Harder. Over the years they are earning the respect and admiration of clients, peers and public and which motivates the team time and again. They have dedicated themselves to creating an infrastructure ecosystem, where quality and excellence is not an exception, but a norm. Their work streams include Transport, Civil Construction, Irrigation, Piling, Ready Mix Concrete and Concrete Products. They are actively involved in disseminating Knowledge to Industry and always ahead in CSR activities.
- 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 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 try to inform each other of potential opportunities and shall share 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 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 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. Hence Second Party BAI to be part of 'Industry Advisory Board' of the institution.
- 2.3 **Industrial Training & Site Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to facilitate the Faculty and Students of the First Party to visit its group companies and also facilitate 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 also try to 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 facilitate to help the delivery of the Internship and placement of for UG and PG students of the First Party into internships/jobs.
- 2.5 **Research and Development:** Both Parties will identify the joint research activities through projects of the students and provide guidance, mentoring, resources in the Construction Industry and related sectors.
- 2.6 **Skill Development Programs:** Second Party will provide inputs 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 facilitate support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.



- 2.8 **Knowledge Partner:** Second Party to facilitate support in technical/ subject related programs and to invite UG and PG students to participate in your companies Activities.
- 2.9 **Faculty Development Programs:** Second Party will provide inputs 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.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein on case to case basis as agreed mutually
- 2.11 There is no financial commitment on the part of the **VIIT, 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, **J Kumar, Mumbai** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **J Kumar, Mumbai**, 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 **VIIT, Pune** and **Second J Kumar, Mumbai** are acting under this MOU as independent entities, 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.



*[Signature]*  
Vishwakarma Institute of  
Information Technology, Pune

*[Signature]*

J Kumar, Mumbai



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).

*[Signature]*

*[Signature]*

For Vishwakarma Institute of  
Information Technology,  
Pune

003



Authorized Signatory

Name of Institution: Name of Institution: Vishwakarma Institute of Information Technology, Pune, India	Name of Industry: J kumar, Mumbai
Address: VIIT, Survey No. 3/4, kondhwa (Bk), Pune 411048	Address: 16-A, Andheri Industrial Estate, Veera Desai Road, Andheri (West), Mumbai Maharashtra 400053
Contact Details - 9822512123	Contact Details - 9689937277
T: 020 - 26950200	T: -
E-mails: hodcivil@viit.ac.in	E-mails: yusufinamdar78@gmail.com
Web: www.viit.ac.in	Web: www.jkumar.com

Witness

Dr. A. P. Kulkarni  
Dear Industry Relations

Witness

Dr. S.V. Patil  
HOD - Civil Engg

Witness

Dr. A. U. Tancwade  
Assistant Professor  
Civil Dept

Witness \_\_\_\_\_

Witness

**Witness**



## Industry Academia Partnership Program



### Memorandum of Understanding

Between

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

&

Y S Tech Solutions, Pune

For Vishwakarma Institute of Information  
Technology, Pune



Authorized Signatory

Y S Tech Solutions, Pune

Authorized Signatory

Day and Date of signing: Saturday, 6<sup>th</sup> Feb 2021

Venue: Pune





## MEMORANDUM OF UNDERSTANDING

BETWEEN

B.R.A.C. T's Vishwakarma Institute of Information Technology &  
Y S Tech Solutions, Pune

Day and Date of signing: Saturday, 6<sup>th</sup> Feb 2021

Venue: Pune

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on Saturday of sixth February Two Thousand Twenty one (06/02/2021).

### BETWEEN

**B.R.A.C. T's Vishwakarma Institute of Information Technology, Pune 411048, the First Party** (hereinafter referred as 'VIIT', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

**Y S Tech Solutions, Flat no 20, Shanti heights E1, Near Eklavya College, Kothrud, Pune 411038 the Second Party,** (hereinafter referred to as **Y S Tech Solutions, Pune** 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:
  - **Vishwakarma Institute of Information Technology (VIIT)**
- 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
- E) **Y S Tech Solutions, Pune** the Second Party is engaged in Skill Development, Education and R&D Services in the fields of Construction Industry and related fields.
- F) **Y S Tech Solutions, Pune** is an Organization in the field of Consulting, Training and also provider of Building Materials. Y S tech Solutions is formed by a team of enthusiastic and experienced civil engineers with a vision to provide the expert services and best in class engineered products to the construction Industry. They have done extensive R& D for all their products range to ensure that high performing durable products are delivered to customers as per their needs. Their Consultancy and Training division is actively involved in providing services to Construction Industry and aims to improve the skills and competency of Workforce, Engineers and other people in the construction Industry.
- 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 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 try to inform each other of potential opportunities and shall share 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

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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 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 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. Hence Second Party BAI to be part of 'Industry Advisory Board' of the institution.
- 2.3 **Industrial Training & Site Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to facilitate the Faculty and Students of the First Party to visit its group companies and also facilitate 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

*Sudhakar*

*Chakraborty*

students to have a smooth transition from academic to working career. The Second Party will also try to 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 facilitate to help the delivery of the Internship and placement of for UG and PG students of the First Party into internships/jobs.
- 2.5 **Research and Development:** Both Parties will identify the joint research activities through projects of the students and provide guidance, mentoring, resources in the Construction Industry and related sectors.
- 2.6 **Skill Development Programs:** Second Party will provide inputs 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 facilitate support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.8 **Knowledge Partner:** Second Party to facilitate support in technical / subject related programs and to invite UG and PG students to participate in your companies Activities.
- 2.9 **Faculty Development Programs:** Second Party will provide inputs 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.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein on case to case basis as agreed mutually



- 2.11 There is no financial commitment on the part of the VIIT, 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, Y S Tech Solutions, Pune the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Y S Tech Solutions, Pune, 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 **VIIT, Pune** and **Second Y S Tech Solutions, Pune** are acting under this MOU as independent entities, 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.



Vastuwaridha Institute of  
Information Technology, Pune

*[Signature]*

Y S Tech Solutions, 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 Y S Tech Solutions, Pune



Authorized Signatory



Authorized Signatory

Name of Institution: Name of Institution: Vishwakarma Institute of Information Technology, Pune, India	Name of Industry: Y. S. Tech Solutions, Pune
Address: VIIT, Survey No. 3/4, kondhwa (Bk), Pune 411048	Address: Y S Tech Solutions, Flat no 20, Shanti heights E1, Near Eklavya College, Kothrud, Pune 411038
Contact Details - 9822512123	Contact Details - 9561001503
T: 020 - 26950200	T: -
E-mails: hodcivil@viit.ac.in	E-mails: sucheta.kalawar@gmail.com
Web: www.viit.ac.in	Web:

Witness

Dr. A. P. Kulkarni  
Dean Industry Relations

Witness

Dr. A. Upadhyay  
06/02/2021

Witness

Dr. S.V. Patil  
HOD - Civil Engg.

Witness

Kejesh S. Chakrapani

Witness

Dr. A. G. Tanawade  
Assistant Professor  
Civil Dept

Witness

# **MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN



**VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY, PUNE**

&

**ADA Consultech, Pune**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 4<sup>th</sup> day of March Two Thousand Twenty One (04/03/2021)

### BETWEEN

**Vishwakarma Institute of Information Technology**, Survey No. 3/4, Kondhwa (Budruk), Pune – 411048, the First Party represented herein by its Name of Competent Authority / Representative (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

**ADA Consultech**, located at Flat 21, Akashdarshan Society, Plot 76 Rambag Colony, Paud Road, Pune 411038, India, the **Second Party**, represented herein by its proprietor Atul Dixit, (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:

**Vishwakarma Institute of Information Technology**

- B) The Second Party is engaged in Business of providing technical and management consulting services to various clients in manufacturing and services sector since 2011.
- C) 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.

- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- E) Both Parties, desire to sign this MOU for advancing their mutual interest.

**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.

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## 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 facilitate the Faculty and Students of the First Party to visit companies from its professional network 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 facilitate for access to Labs / Workshops / Industrial Sites of the companies from its professional network who are desirous to offer these for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Projects, Internships and Placement of Students:** Second Party will provide references from its professional network wherever possible for the semester long projects, Internship and placement of students of the First Party into projects/internships/jobs. VIIT students may use institute infrastructure while working on projects

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- 2.5 **Research and Development:** Both Parties have agreed to jointly explore the possibility of collaboration in case any mutually beneficial research project is identified by either party. In case the parties decide to jointly work on a research project, the terms and conditions of such a collaboration shall be decided in separate agreements between the parties on case to case basis
- 2.6 **Skill Development Programs:** Second Party will provide references from its professional network wherever possible for available skill development programs for the staff and students of Second 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 will provide references from its professional network wherever possible for the available 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 This MOU does not imply any financial commitment on the part of any of the parties. If there is any financial commitment identified for any of the activities covered under MOU then both parties shall mutually discuss and agree the terms of sharing such financial commitment in a separate agreement before undertaking such activity.

### 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 MOU will be valid for a period of One year. Both parties can further extend the period of MOU after discussions and mutual agreement by signing an amendment any time before the expiry of the validity period.
- 4.2 Either of the Parties may terminate this MOU by 30 calendar days' notice in writing to the other party. Both parties agree that in the event of termination, they will discharge their obligations in relation to any pending activity that is ongoing at the time of giving notice

#### **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.
- 5.2 Any divergence or difference derived from the interpretation or application

Handwritten signature and initials in blue ink, located at the bottom right of the page.

of the MoU shall be resolved by arbitration 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.

 A.D.



**AGREED:**

For  
Vishwakarma Institute of Information Technology,  
**Prof. V.S. Deshpande**  
Director

  
Authorized Signatory

For  
ADA Consultech  
**Mr. Atul Dixit**  
CEO

  
Authorized Signatory


Vishwakarma Institute of Information Technology,	<b>ADA Consultech</b>
Survey No. 3/4, Kondhwa (Budruk), Pune - 411048	Flat 21, Akashdarshan Society, Plot 76 Rambag Colony, Paud Road, Pune 411038
020 - 26950200 / 400	Contact Details
director@viit.ac.in	atuldixit@adaconsultech.com
http://www.viit.ac.in	http://www.adaconsultech.com

Witness1:


Witness2:



**Dr. R.G. Purandare**  
Associate Professor  
E & TC Dept., VIIT, Pune

  
**Dr. A.K. Ratnaparkhi**  
Assistant Professor  
E & TC Dept., VIIT, Pune

Witness3:

  
**Prof. S.V. Kulkarni**  
HoD (E & TC Dept.)  
E & TC Dept, VIIT, Pune

# MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN



VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY, PUNE

&



THINGTRONICS INNOVATIONS PRIVATE  
LIMITED, BENGALURU

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 30th day of April, 2021,

### BETWEEN

**Vishwakarma Institute of Information Technology**, Survey No. 3/4, Kondhwa (Budruk), Pune – 411048, the First Party represented herein by its Name of Competent Authority / Representative (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

**Thingtronics Innovations Pvt. Ltd.**, located at Flat number 15, 3<sup>rd</sup> Cross, Shirdi Sai Nagar, K. Narayanpura Main Road, Bengaluru, 560077, India, **the Second Party**, and represented herein by its Director, **Lovelesh Patel**, (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:

(i) **Vishwakarma Institute of Information Technology**

- B) **Thingtronics Innovations Pvt. Ltd.**, the Second Party is engaged in Business, Manufacturing, Education and R&D Services in the fields of ***IoT and Smart City solutions*** and related fields
- C) **Thingtronics Innovations Pvt. Ltd.**, the Second Party is promoted by **Lovelesh Patel**; #15, 3rd Cross, Shirdi Sai Nagar, K. Narayanpura Main Road, Bengaluru, 560077 and is involved in developing scalable solutions in IoT and Smart City applications;
- D) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.
- E) 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.
- F) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education and Research.
- G) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED 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 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 **Internet of Things, Networking and Communication Technologies**.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies 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 the 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 **Thingtronics Innovations Pvt. Ltd.**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt with 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, copyrights 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 **Thingtronics Innovations Pvt. Ltd.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Thingtronics Innovations Pvt. Ltd.**, the Second Party after the 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 the **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.

- 5.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration by appointing sole arbitrator appointed by both parties mutually 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 under Indian Law with exclusive jurisdiction in the Courts of Pune.

**AGREED:**

**For Vishwakarma Institute of  
Information Technology**

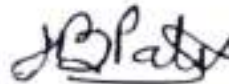
**Prof. V.S. Deshpande**  
Director



Authorized Signatory

**For Thingtronics Innovation  
Pvt. Ltd.**

**Mr. Lovelesh Patel**  
Director



Authorized Signatory



<b>Vishwakarma Institute of Information Technology</b>	<b>Thingtronics Innovations Pvt. Ltd.</b>
Address: Survey No. 3/4, Kondhwa (Budruk), Pune – 411048	Address: #15, 3rd Cross, Shirdi Sai Nagar, K. Narayanpura main road, RK Hegde Nagar, Bengaluru, Karnataka 560077
Contact Details:	Contact Details: Lovelesh Patel
E-mail:	E-mail: lovelesh.patel@thingtronics.com
Web:	Web: www.thingtronics.com

Witness1:

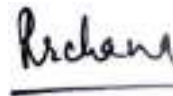


**Dr. R.G. Purandare**  
Associate Professor  
E & TC Dept., VIIT, Pune



Witness3:  
**Dr. A. P Kulkarni**  
Dean- Industry Institute Interaction Cell  
E & TC Dept, VIIT, Pune

Witness2:



**Dr. A.K. Ratnaparkhi**  
Assistant Professor  
E & TC Dept., VIIT, Pune



Witness4:  
**Prof. S.V. Kulkarni**  
HoD (E & TC Dept.)  
E & TC Dept, VIIT, Pune

# **MEMORANDUM OF UNDERSTANDING(MOU)**

BETWEEN



**VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY, PUNE**

&

**SARVAA RESEARCH AND INNOVATION  
PRIVATE LIMITED, BENGALURU**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 30<sup>th</sup> day of April 2021,

### BETWEEN

**Vishwakarma Institute of Information Technology**, Survey No. 3/4, Kondhwa (Budruk), Pune – 411048, the **First Party**, and represented herein by its Name of Competent Authority / Representative (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

**Sarvaa Research and Innovation Pvt. Ltd.**, located at No.6/1, 7<sup>th</sup> Cross Hanumagiri Layout, Chikkalsandra Main Road, Padmanabhanagar, BENGALURU-560 061, India, the **Second Party**, and represented herein by its Director, **Shwetha R**, (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:
  - (i) **Vishwakarma Institute of Information Technology**
- B) **Sarvaa Research and Innovation Pvt. Ltd.**, the Second Party is engaged in the Research & development, innovations and services in the areas of AgriTech and Healthcare sector.
- C) **Sarvaa Research and Innovation Pvt. Ltd.**, the Second Party is promoted by **Shwetha R**; No.6/1, 7<sup>th</sup> Cross Hanumagiri Layout, Chikkalsandra Main Road,

Padmanabhanagar, BENGALURU-560 061 and is involved in developing scalable solutions in AgriTech and Healthcare applications.

- D) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.
- E) 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.
- F) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education and Research.
- G) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED 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 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 AgriTech and Healthcare Technologies.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies 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 the 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 **Sarvaa Research and Innovation Pvt. Ltd.**, the second Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt with separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

- 3.1 The innovations and research carried out in the areas of AgriTech and Healthcare Technologies or the technology focused by the Second Party, if considered to be filed as patent then the rights of the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) will be held by the Party of the First Part and Second Part jointly. However the faculty and students who worked in this research will be named as innovators while filing the IP.

#### **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 **Sarvaa Research and Innovation Pvt. Ltd.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Sarvaa Research and Innovation Pvt. Ltd.**, the Second Party after the 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 the **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.
- 5.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration by appointing sole arbitrator appointed by both parties mutually 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 under Indian Law with exclusive jurisdiction in the Courts of Pune.

**AGREED:**

**For Vishwakarma Institute of  
Information Technology**

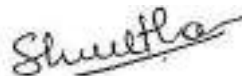
**Prof. V.S. Deshpande**  
Director



Authorized Signatory

**For Sarvaa Research and  
Innovation Pvt. Ltd.**

**Ms Shwetha R**  
Director



Authorized Signatory

<b>Vishwakarma Institute of Information Technology</b>	<b>Sarvaa Research and Innovation Pvt. Ltd.</b>
Address: Survey No. 3/4, Kondhwa (Budruk), Pune - 411048	Address: No.6/1, 7 <sup>th</sup> Cross Hanumagiri Layout, Chikkalsandra Main Road, Padmanabhanagar, BENGALURU-560 061
Contact Details:	Contact Details: Shwetha R
E-mails: director@viit.ac.in	E-mails : shwetha133@gmail.com
Web: www.viit.ac.in	Web

Witness1:



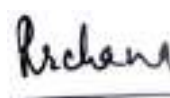
**Dr. R.G. Purandare**  
Associate Professor  
E & TC Dept., VIIT, Pune



Witness3:

**Dr. A. P Kulkarni**  
Dean- Industry Institute Interaction Cell  
E & TC Dept, VIIT, Pune

Witness2:



**Dr. A.K. Ratnaparkhi**  
Assistant Professor  
E & TC Dept., VIIT, Pune



Witness4:

**Prof. S.V. Kulkarni**  
HoD (E & TC Dept.)  
E & TC Dept, VIIT, Pune



# **MEMORANDUM OF UNDERSTANDING(MOU)**

BETWEEN



**VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY, PUNE**

&

**VIDHYA SANGHA TECHNOLOGIES PRIVATE  
LIMITED, BENGALURU**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 1<sup>st</sup> day of June 2021,

### BETWEEN

**Vishwakarma Institute of Information Technology**, Survey No. 3/4, Kondhwa (Budruk), Pune – 411048, the **First Party**, and represented herein by its Name of Competent Authority / Representative (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

**Vidhya Sangha Technologies Pvt. Ltd.**, located at C/0 Vinyas - Startup Hub ITI LIMITED, Dooravaninagar, Bangalore - 560016, India, **the Second Party**, and represented herein by its Director, **A. T. Kishore**, (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:
  - (i) **Vishwakarma Institute of Information Technology**
- B) **Vidhya Sangha Technologies Pvt. Ltd.**, the Second Party is engaged in Business, Manufacturing, Education and R&D Services in the fields of **5G, UAS[Unmanned Autonomous Systems]**, AI,ML, Agri-Tech, and Health Care

with presence in G.E.M.

- C) **Vidhya Sangha Technologies Pvt. Ltd.**, the Second Party is promoted by **A. T. Kishore**; C/O Vinyas - Startup Hub ITI LIMITED, Dooravaninagar, Bangalore-560016 and is involved in developing UAV, Wireless applications;
- D) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.
- E) 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.
- F) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education and Research.
- G) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED 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

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- 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.
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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 Quantum Computing, UAS, 5G, 6G and Green Technologies
- 2.6 Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies 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 the 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** This MOU does not imply any financial commitment on the part of any of the parties. If there is any financial commitment identified for any of the activities covered under MOU then both parties shall mutually discuss and agree the terms of sharing such financial commitment in a separate agreement before undertaking such activity

### **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, copyrights 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 **Vidhya Sangha Technologies Pvt. Ltd.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Vidhya Sangha Technologies Pvt. Ltd.**, the Second Party after the 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 the **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.
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undertaking is to be construed under Indian Law with exclusive jurisdiction in the Courts of Pune.

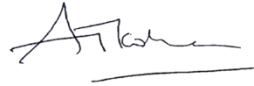
**AGREED:**

For **Vishwakarma Institute of Information Technology**



Authorized Signatory

For **Vidhya Sangha Technologies Pvt. Ltd.**



Authorized Signatory

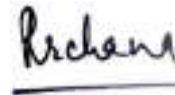
<b>Vishwakarma Institute of Information Technology</b>	<b>Vidhya Sangha Technologies Pvt. Ltd.</b>
Address: Survey No. 3/4, Kondhwa (Budruk), Pune – 411048	Address: C/0 Vinyas - Startup Hub ITI LIMITED, Dooravaninagar, Bangalore-560016
Contact Details: (020) 26950200/400	Contact Details:
E-mails <a href="mailto:director@viit.ac.in">director@viit.ac.in</a>	E-mails
Web <a href="https://www.viit.ac.in/">https://www.viit.ac.in/</a>	Web

Witness1:



**Dr. R.G. Purandare**  
Associate Professor  
E & TC Dept., VIIT, Pune

Witness2:



**Dr. A.K. Ratnaparkhi**  
Assistant Professor  
E & TC Dept., VIIT, Pune



Witness3:  
**Dr. A. P Kulkarni**  
Dean- Industry Institute Interaction Cell  
E & TC Dept, VIIT, Pune



Witness4:  
**Prof. S.V. Kulkarni**  
HoD (E & TC Dept.)  
E & TC Dept, VIIT, Pune

## MEMORANDUM OF UNDERSTANDING

BETWEEN



**EduSkills**

Nation Building Through Skills

**EduSkills Foundation ("EduSkills")**

AND



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

**FOR EDUSKILLS MEMBERSHIP PROGRAM**

DocuSigned by:

EduSkills Confidential





This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as "First party" and other party will be referred as "Second party".

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

#### A. NON-BINDING TERMS.

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

#### B. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

##### 1. Confidentiality

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction.

The obligations of confidentiality set forth herein shall not apply to information which;

- Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- Prior written notice of such obligation; and
- The opportunity to oppose such disclosure or obtain a protective order.

EduSkills Confidential

DocuSigned by:



The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

## 2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

## 3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

## 4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or thirty six (36) months from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

## 5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

## 6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

## 7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

## 8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

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DocuSigned by:



# 9. Amendment

This MOU may be amended at any time by the mutual written assent of the Parties.

# 10. Severability.

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <u>EduSkills Foundation</u>	Signed for and on behalf of <u>BRACT's Vishwakarma Institute of Information Technology</u>
By: <u>DocuSigned by: [Signature]</u> Authorized Signatory <u>C548C96D21114D1...</u>	By: <u>[Signature]</u> Authorized Signatory
Mr. Shubhajit Jagadev Name	Dr. Vivek Deshpande Name
Chief Executive Officer Designation	Director Designation
11th Oct 2021 Date	06/10/2021 Date
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India.  Email: info@eduskillsfoundation.org	Address for communication: BRACT's Vishwakarma Institute of Information Technology, 666, Kapil Nagar, Kondhwa Budruk, Pune, Maharashtra -411048.  Email: director@vit.ac.in

DocuSigned by:



EduSkills Confidential





## EXHIBIT A

## NON-BINDING TERMS

## 1. Scope and Intent

EduSkills and BRAC's Vishwakarma Institute of Information Technology have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to their students.

## 2. Proposed obligations of EduSkills:

- To offer digital content and courses of up to 8 global academy programs to the institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.
- EduSkills Talent Connect Program for students
- EduSkills & AICTE Internship Program for students.

## 3. Proposed Obligations of BRAC's Vishwakarma Institute of Information Technology :

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. Agreement to be renewed after 3 years.
- Institution need to bear the expense for the AWS & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

## 4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000\* + GST
- Year 3: INR 40,000\* + GST

\* Can be incremented annually on a very nominal basis.

**Please Note:** This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.

DocuSigned by:

EduSkills Confidential



# MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN



VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY, PUNE

&

VeeraDutta Engineering Pvt Ltd,  
Pune.



## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **27<sup>th</sup> day of October, 2021**.

### **BETWEEN**

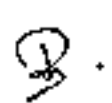
**Vishwakarma Institute of Information Technology, Pune, the First Party** represented herein by its **Prof. Dr. Vivek. S. Deshpande** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

### **AND**

**VeeraDutta Engineering Pvt Ltd, Pune, the Second Party**, and represented herein by its Zonal / Divisional Head, **Mr. Prasad Pujari, Director**. (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:
- (i) **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) **VeeraDutta Engineering Pvt Ltd, Pune.** the Second Party is engaged in Design Services, Manufacturing, Skill Development, Education and R&D Services in the fields of Piping, Mechanical Engineering, having over 30 years of experience in the Design Engineering Service industry. We and our business partners strive for excellence in all our areas of operations. Knowledge is strength - VeeraDutta has an enormous data bank of knowledge and experience available with its team.
- F) **VeeraDutta Engineering Pvt Ltd, Pune,** the Second Party is promoted by **Mr. Prasad Pujari (Director)**

**Regd. Office:** A-2, Lotus Court, Modern Colony, Pl No. 15, S No. 120, Off Paud Road, Kothrud, Pune - 411 038

**Works:** 204, Victory Landmark, S.No-111/10/7,111/9/3,111/9/4A, OPP D MART, Baner, Pune - 411045, Maharashtra, India. Tel: +91 9421924332.

*Signature*

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

**CLAUSE 1 CO-OPERATION**

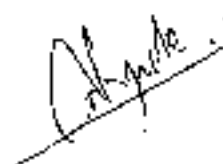
- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities 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 design, manufacturing and providing customized valve solutions.
- 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 for three (03) years and becomes effective on the day of signatures.** It is expressly terminated by either Party on mutually agreed terms, during which period **VeeraDutta Engineering Pvt Ltd**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **VeeraDutta Engineering 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.

  
First Party  
**DIRECTOR**  
Vishwa Gyan Vigyan Pratishthan  
Information Technology  
Pune 411048.



  
Second Party  
VeeraDutta Engineering Pvt. Ltd.

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, Pune

For VeeraDutta Engineering Pvt Ltd, Pune.

  
**DIRECTOR**  
Vishwakarma Institute of  
Information Technology  
Pune 411048.



  
Authorized Signatory

<b>Vishwakarma Institute of Information Technology, Pune.</b>	<b>VeeraDutta Engineering Pvt Ltd, Pune.</b>
Survey No. 3/4, Kondhwa (Bucruk) Pune - 411048, Maharashtra (India)	Reg. Office : A-2, Lotus Court, Modern Colony, 1 <sup>st</sup> No. 15, S No. 120, Off Paud Road, Kothrud, Pune - 411 038
Tel. No. : (020) 26950200/400	Tel: +91 9421924332
E-mails: <a href="mailto:director@vilit.ac.in">director@vilit.ac.in</a>	E-mails: <a href="mailto:prasad.pujari@veeradutta.com">prasad.pujari@veeradutta.com</a>
Web: <a href="http://www.vilit.ac.in/">http://www.vilit.ac.in/</a>	Web: <a href="http://veeradutta.com">http://veeradutta.com</a>

Witness1:

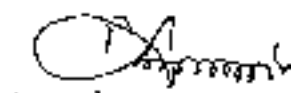


G-B Narkhede  
V.I.I.T., Pune.

Witness2:



Witness3:

  
Dr. Dinesh N. Kharbale  
Professor & Head, V.I.I.T. Pune

Witness4:





## NON DISCLOSURE AGREEMENT

The company "Veera Dutta Engineering Pvt.Ltd. Pvt. Ltd." established and having it's register office at A-2, Lotus Court, Modern Colony, Pl. No. 15, S No.120, Off Paud Road, Kothrud, Pune- 411038

Hereinafter referred to as "COMPANY" of the part one

The institute "Vishwakarma Institute of Information Technology" established and having it's registered office at Survey No. 3/4, Kondhwa (Budruk), Pune - 411048

Represented for the signature of this agreement by it's duly authorized officer.

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Hereinafter referred to as "INSTITUTE" of the second part

### WHEREAS

- 1) The COMPANY is a Pvt. Ltd. Is providing Detail Engineering and Trouble Shooting Solutions in the field of Piping, Process, Equipment, Mechanical, Electrical and Instrumentation Engineering. Additionally company will be provide technical training to experienced professionals and fresh graduates on API-570 certification training, ASME Codes, Piping Design, Valves, Pipe Flexibility Analysis etc.
- 2) The INSTITUTE has activities in the field of education.
- 3) The INSTITUTE Intends to undertake engineering projects in the company for their students as part of engineering course curriculum.
- 4) For the purpose specified here above, the parties recognize that there is a need for the COMPANY to disclose to the INSTITUTE certain CONFIDENTIAL INFORMATION to be used for the project purpose. To protect such CONFIDENTIAL INFORMATION from unauthorized use and disclosure pursuant to the terms and conditions set forth herein-

### ARTICLE 1- DEFINITIONS

- 1) "PARTIES" means the signatories of this Agreement as listed on page 1 thereof. Without prejudices to the forgoing, other natural persons and/or legal entities may subsequently become a party to this agreement.
- 2) "THIRD PARTIES" means any natural persons and/or legal entities other than the PARTIES including any group and/or parent company / institute.
- 3) "CONFIDENTIAL INFORMATION" means all written or verbal information of any type (drawing, document, data, experimentation, samples, know-how, facts, formulas, trade

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secrets etc. without being exhaustive} in any field (scientific, technical, operational, commercial, economic etc. without being exhaustive) which the company has acquired and/or through its professional activity and which is directly or indirectly related to the design, engineering, manufacture, assembly, testing, maintenance and sales of its product

## ARTICLE 2- INSTITUTE'S OBLIGATIONS


The Institute agrees-

- 1) To observe strict secrecy and confidentiality of all and any CONFIDENTIAL INFORMATION received or disclosed to the INSTITUTE, either directly or indirectly from/by the COMPANY.
- 2) To take all measures necessary to prevent disclosure or publication to THIRD PARTIES of all and any CONFIDENTIAL INFORMATION received or disclosed to the INSTITUTE, either directly or indirectly from/by the COMPANY.
- 3) Not to communicate in any way to THIRD PARTIES, without prior written authorization from the COMPANY, all and any CONFIDENTIAL INFORMATION received or disclosed to the INSTITUTE, either directly or indirectly from/by the COMPANY.
- 4) To strictly limit access to all and any CONFIDENTIAL INFORMATION received or disclosed to the INSTITUTE, either directly or indirectly from/by the COMPANY to those of the INSTITUTE's employees and experts who will need said CONFIDENTIAL INFORMATION to carry out work / project.
- 5) Not to use all and any CONFIDENTIAL INFORMATION received or disclosed to the INSTITUTE, either directly or indirectly from/by the COMPANY for purposes other than agreed projects / dealing with the COMPANY. The INSTITUTE especially agrees and guarantees not to use said CONFIDENTIAL INFORMATION for providing services, designing, manufacturing, assembling, and testing of products to/for THIRD PARTIES.
- 6) The INSTITUTE has the right to disclose and communicate the CONFIDENTIAL INFORMATION when-
  - a) this CONFIDENTIAL INFORMATION was already in the public domain before it was received or disclosed to him, either directly or indirectly, from the COMPANY
  - b) this CONFIDENTIAL INFORMATION entered the public domain after it was provided by the COMPANY, without direct or indirect action from the INSTITUTE, and/or without the breach of this Agreement by the INSTITUTE.
  - c) The Institute has the right to disclose and communicate the confidential information if called by any Judicial or Quasi-Judicial Authority including Police Department.

### ARTICLE 3- DURATION

This agreement is established for a period of three (3) years and becomes effective on the day of signatures.

In case of any dispute between the parties, the Jurisdiction for the said Agreement shall be exclusively of Pune Courts only.



COMPANY

  
**DIRECTOR**  
Vishwakarma Institute of  
Information Technology  
Pune 411048.





# Memorandum of Understanding

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Between

COEP's Bhau Institute of Innovation, Entrepreneurship & Leadership

And

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

**Day & Date of Signing: Thursday, 28<sup>th</sup> October 2021**

Venue: COEP's Bhau Institute of Innovation,  
Entrepreneurship & Leadership

## MEMORANDUM OF UNDERSTANDING

### **Preamble:**

The role of entrepreneurship as the driving force of economic growth is well respected world over. Entrepreneurs shape economic destiny of nations by creating wealth and employment, offering products and services and generating taxes for governments. Most of the studies on the role of entrepreneurship in economic growth suggest that there is a strong relationship between the level of entrepreneurial activities in a region and its rate of economic growth (Carree and Thurik, 1998 and 2002). 'The Global Entrepreneurship Monitor' has also showed in their report of 2002, that the national level of entrepreneurial activity has a statistically significant association with subsequent level of economic growth. The role of entrepreneurship is not limited only to creation of enterprises, but also results in augmenting wealth, jobs and income, which are the most direct indicators of economic development.

While there always is an autonomous supply of entrepreneurs in all parts of the world, however, in India, it falls short of the quantity that is necessary to adequately exploit resources to generate wealth and employment. A business friendly environment and easy entry encourage potential entrepreneurs to take firm steps towards setting up their enterprises. One survey done in year 2019 revealed that, India ranks 77<sup>th</sup> in terms of 'ease of doing businesses in the world. Though, several initiatives are in place to promote entrepreneurship, the efforts are disjointed.

Many researches were done by different scholars to identify the mechanism to develop entrepreneurs systematically. Dr. David McClelland has proved in his famous 'Kakinada Experiment' that the suitable training can provide the necessary motivation, exposure & skills to the potential entrepreneurs to get succeed in the business activity (McClelland and Winter, 1969).

It is found that lack of co-ordination between various stake holders responsible for sustainable enterprise creation like Government, Entrepreneurship Development Institutes & Financial Institutions etc. is a major hurdle in the smooth entrepreneur's development process.

### **COEP's Bhau Institute of Innovation, Entrepreneurship & Leadership:**

Founded by Mr. Sanjay Inamdar, Founder of Flucon, (Co-founder, Bhau), Dr. Anil Sahasrabudhe – Chairman, All India Council for Technical Education (AICTE), Mr. Narendra Kale, Founder Chairman, Kale Consultants Limited, (Co-founder Bhau) is a not for profit company registered under Section 8 (1) of the Companies Act, 2013.

COEP's Bhau Institute's vision is to create a successful model to change India for better through young entrepreneurs who are the hope of tomorrow's rural and urban India.

COEP's Bhau Institute's mission is to promote entrepreneurship in a self-supported, sustainable and scalable manner by creating a world-class institute. This institute model will be replicable and scalable across the country at 1000+ places each capable of inspiring 1000+ entrepreneurs

COEP's Bhau Institute is supported by Department of Science and Technology, Govt. of India under Technology Business Incubator (TBI) scheme. Being an inclusive institute for start-ups, COEP's Bhau Institute seeks to provide infrastructure, programs, and services (Enabling start-up formation, incubation, acceleration, and funding), to students, entrepreneurs, intra-preneurs, and industry. To provide maximum value to the community, the institute proactively seeks to support and promote start-up companies. Bhau's focus is to develop successful entrepreneurs in



grassroots innovations including Renewable Energy, Agritech, EV& Smart Mobility, Healthcare technologies, Cyber Security and IoT.

**Vishwakarma Institute of Information Technology:**

Vishwakarma Institute of Information Technology (VIIT) was established in 2002 by Bansilal Ramnath Agarwal Charitable Trust (BRAC). It embodies the vision of the BRAC to create social wealth through creation of quality human capital and have a sharp focus on value creation for all its stakeholders through its academic endeavors. VIIT is an autonomous institute affiliated to the Savitribai Phule Pune University and are recognized by the All-India Council of Technical Education (A.I.C.T.E.), Government of India. The institute has become landmarks for excellence in technical education which is evident from the ranking obtained by the institute at national level during the survey conducted by NIRF of MHRD, Government of India. It is also accredited by NAAC and NBA. The student-centric teaching learning environment, state of the art infrastructure, and well-equipped laboratories. Library stacked with good number of books, experienced and dedicated team of faculty members are the key features of these Institutes. VIIT offers UG, PG and PhD programmes of in Civil, Mechanical, Computer, Information Technology, E&TC, and Artificial Intelligence and Data Science.

On this background to get associated for this endeavor by signing this Memorandum of Understanding ("MOU"),

**BETWEEN**

**COEP's Bhau Institute of Innovation, Entrepreneurship & Leadership** having its registered office at College of Engineering Pune, Wellesley Road, Shivaji Nagar, Pune, Maharashtra, 411005 represented by its CEO Mr. Vijay Talele hereinafter referred to as "**Bhau Institute**" (which expression shall unless repugnant, include its assigns, and authorized representatives..... Party of the first part

**AND**

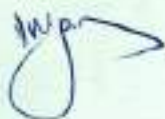
**Vishwakarma Institute of Information Technology**, having its registered office at 2/3/4 Kondhwa (Bk). Pune 411048 represented by its Dr. Vivek S Deshpande hereinafter referred to as **VIIT** (which expression shall unless repugnant, include its assigns and authorized representatives). ....Party of the second part

Both the parties shall be collectively called as "Parties".

Objectives: In accordance with the mutual desire to promote cooperation between **Bhau Institute** and **VIIT**, Parties are entering into a formal agreement in the form of MOU with the objective of promoting entrepreneurship.

The main objectives of the association are,

1. Building entrepreneurial culture at institutional level
2. Promoting entrepreneurship amongst students at institutional level
3. Identifying and selecting those who can be developed into entrepreneurs
4. Developing their entrepreneurial capabilities, domain & business skills
5. Providing infrastructure and lab facility support to the identified startups subjected to further separate evaluation



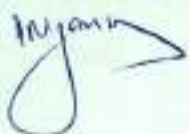


**Following are the responsibilities of VIIT:**

- VIIT to promote entrepreneurship among students, faculties, staff who are aspiring entrepreneurs, to set up their own businesses with the support of Bhau Institute.
- VIIT can direct students, faculties, and staff after primary evaluation to Bhau Institute for further incubation guidance.
- VIIT can run event/ seminar/ workshop on entrepreneurship jointly either at VIIT or at Bhau Institute as per mutual discussion and agreement before such event.
- VIIT shall share their entrepreneurship related event details and activities with Bhau Institute community.
- VIIT shall provide facility & lab support, if required by Bhau startups and will have separate effort and cost estimations, to be discussed and agreed between both the parties to the same.
- VIIT shall display Bhau Institute's Posters/Standees at their various entrepreneurship related joint events which will have both Bhau Institute and VIIT logos.
- VIIT shall promote Bhau Institute by displaying Bhau Institute's name and logo on the VIIT's website.

**Following are the responsibilities of Bhau Institute, Pune:**

- Bhau Institute shall provide incubation and entrepreneurship development related support to VIIT as a remote incubation center at their campus.
- Bhau Institute shall provide the basic mentoring with available internal resources to the students, faculty and staff from VIIT subject to the idea evaluation under the suitable incubation module suggested by Bhau Institute.
- Bhau Institute shall provide physical incubation support at its facility in COEP, in Pune to the student/ faculty/ staff entrepreneurs who would be looking for physical incubation facilities at its facility in COEP, Pune, will be subjected to further evaluation at Bhau Institute separately.
- Bhau Institute will also display VIIT's Posters/Standees at their various entrepreneurship related joint events which will have both Bhau Institute and VIIT logos.
- Bhau Institute's events will be shared with VIIT community.
- Bhau Institute shall promote VIIT by VIIT name and logo on the Bhau Institute's website, as per usage policy communicated by Bhau institute from time to time.





**Following are the terms and conditions of the agreement:**

1. Each Party would bear its own expenses and cost incurred in connection with all the activities relating to the MOU. Any exception to this clause would be based on prior written consent and mutual agreement of both the Parties.
2. Confidentiality: In terms of this MOU, either Party will acquire or develop confidential and proprietary information concerning the other's customer and its dealings and methods of dealings with its existing and prospective customers and will develop relationships of special trust and confidence with existing and prospective customers and employees of the other (collectively "Confidential Matter"). Parties agree that such Confidential Matter is for the other Party's exclusive benefit and that, either Party will not directly or indirectly use or disclose any Confidential Matter, except for specified purpose. The receiving party shall use the Confidential Matter of the other Party only to its employees, directors and advisors on a "need to know" basis. The disclosing party does not give any warranty for accuracy or completeness of Confidential Matter. Upon the termination of this MOU, receiving party will promptly return all the Confidential Matter to the disclosing party. The confidentiality obligations stated herein shall survive for two (2) years after termination of this MOU. The obligations contained in this Clause shall not apply to information in public domain or to information received from a third party without restrictions or to information developed independently or is in possession of the receiving party.
3. Relationship of Parties: Relationship between the Parties to this MOU is that of an independent contractor, and nothing in this MOU will be construed to create a joint partnership, agency, or employer-employee relationship. Parties have the sole obligation to (i) comply with applicable laws and (ii) supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this MOU, except as otherwise agreed upon by the Parties. Neither Party has an authority to make any commitment or representation for and on behalf of the other Party under this MOU.
4. Subcontract/Assignment: Neither Party shall assign, subcontract or otherwise transfer its rights or obligations under this MOU without prior written consent of the other Party, which will not be unreasonably withheld.
5. Limitation Of Liability: Neither party shall be liable to the other for any indirect, special, consequential or incidental damages however caused, even if advised of the possibility of such damages. The total liability of either party arising under this MOU shall not exceed rupees one thousand equivalent.



6. **Governing Laws and Arbitration:** This MOU shall be construed and governed by the laws of India. Any controversy or claim arising out of or related to this MOU, or breach thereof, shall be settled by arbitration, to be held in Pune, India in accordance with the rules of the Arbitration and Conciliation Act, 1996 and the decision of the arbitrator shall be binding on the parties.
7. **The term of this MOU shall commence on the Effective Date and shall continue until the expiry of 2 years from the Effective Date.** This agreement will have to be mutually renewed by both the Parties as per need basis. Either Party may terminate this MOU by giving thirty (30) days written notice to the other Party.
8. Parties agree that the relationship contemplated herein shall be non-exclusive. This MOU may not be extended, amended, or superseded except in writing between the Parties. This MOU may be executed in one or more counterparts (including scanned copies), which taken together shall constitute single MOU

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be duly executed as of the day and year first written above.

Accepted

For Bhau Institute

  
**Mr. Vijay Talele**  
CEO


Place: Pune

Date: 28th oct 2024




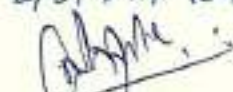
Accepted

For VIIT

  
**Mr Bharat Agarwal**  
Managing Trustee




**Witnesses:**

1. Name : Girish Degaonkar  
Address : Pune [CoEP's Bhau Institute]  
Signature : 
2. Name : Dr. V. V. S. Deshpande  
Address : 2/3/117, Kondhwa, Pune  
Signature : 

For Bhau Institute

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For VIIT

# MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN



BRAC's VISHWAKARMA INSTITUTE OF  
INFORMATION TECHNOLOGY, PUNE

&



PARENTHESSES SYSTEMS PRIVATE LIMITED



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 15<sup>th</sup> day of May Two Thousand Twenty One (15/05/2021),

### BETWEEN

**BRACT's VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY, Kondhawa Pune, 411048, the First Party** represented herein by its Director Dr. Vivek Deshpande (hereinafter referred as '**First Party**', 'VIIT', the Institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

**PARENTHESSES SYSTEMS PRIVATE LIMITED**, having its registered address as Building no 2N, Flat no 9, Aditya Garden City, Warje, Pune- 58, registered in ROC with CIN - U72900PN2019PTC188376 and recognised Start up by DIPP (Govt of India) with the Certificate no. DIPP60090, **the Second Party**, and represented herein by its Founder & CEO, **Mr. Sarang Kamalakar**, (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:
- (i) **BRACT's Vishwakarma institute of Information Technology (VIIT)**



- 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 as well as through the student internship program run by VIIT.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **PARENTHESSES SYSTEMS PVT LTD-** , the Second Party is engaged in Business of developing and selling its AI Based Hard-tech platform in the Manufacturing Industry as a SMART MANUFACTURING Platform of - **HuMaC (Human Machine Convergence)** and related fields
- F) **PARENTHESSES SYSTEMS PVT LTD** - the Second Party is promoted by **MR. SARANG KAMALAKAR**; residing at Pune and having the relevant techno-functional experience of around 17+ years in the related field, Parentheses being the second venture of Mr. Sarang Kamalakar.
- G) Parentheses has its HQ in Pune, Maharashtra while the presence of the company through its associates and sales channel partner network present in middle eastern countries like - UAE, BAHRAIN, etc.

**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 **Context of the engagement:** Parentheses Systems desires to have collaboration with the institute and wishes to engage with the institute and its students for the development of one of the modules of its platform, whereas the Institute also wishes to have the engagement so as to enhance





the skill and practical exposure to its students and benefit them through such industry- academia relationship.

- 1.2 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 **scope of this MOU**. 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, both the parties have signed a NDA, which is a primary requisite for Parentheses System to share its platform related details and information with the concerned stakeholders of this MOU.
- 1.3 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.
- 1.4 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 **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.
- 2.3 **Research and Development:** Both Parties have agreed to carry out the joint application development as well as required respective research activities in the fields of – **Mixed Reality based project module which is a submodule of the Hard-tech platform of Parentheses Systems catering to the manufacturing industry predominantly through its SMART Manufacturing service offerings by means of the product platform HuMaC**
- 2.4 **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.
- 2.5 **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.
- 2.6 **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.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 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 The Defined Hard-tech AI based product platform – Human. Machine Convergence (HuMaC) is a patented platform and is an intellectual property of Parentheses Systems including and all its associated work (including the one which is explained and being considered in this MOU as well) and sub-work including the modules and future development. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in 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.
- 3.2 By means of this MOU Parentheses does not intent to transfer any of the intellectual property rights to VIIT and upon signing of the MOU, it will be binding on VIIT to share all the related work material, source code, material and information including the research documentation, to be handed over to Parentheses System in its entirety.
- 3.3 With the Signing of this MOU the Second Party / VIIT also affirms that there shall not be any intellectual property infringement and they shall not be entitled to develop similar application (neither internally nor with any other collaboration with any other legal entity) or share the knowhow and information to any other legal entity apart from parentheses systems, which has been generated during the course of the development for HuMaC Module.
- 3.4 For the purpose of the student training and skill development and internal reference purposes only, the second party / VIIT shall be able to retain the information which will be helpful for the current as well as future students skill enhancement, Parentheses Systems agrees that this is one of the primary objective and basis for VIIT to enter in this MOU and with this cognizance Parentheses Systems with the signing of this MOU provides its consent to VIIT to carry out the training and skill development using the information and learnings gathered during the course of the development of this product module.





#### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms or on the completion of the module development and submission of the intellectual property along with the working source code to Parentheses Systems, during which period **PARENTHESIS SYSTEMS**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **PARENTHESIS SYSTEMS**, 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.

BRAC's Vishwakarma Institute of Information Technology.

**Address:** Survey No. 3/4, Kondhwa (Budruk), Pune - 411048.



PARENTHESSES SYSTEMS PRIVATE LIMITED

**Registered Add:** Build no 2N, Flat no 9, Aditya Garden city, Warje Pune -58

**Corporate Add:** #402, Prestige Point, 4<sup>th</sup> Floor, Off Mumbai- Bangalore Highway, Besides New Poon Bakery, Warje- 58

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**. The language for any such arbitration shall be English only.





**AGREED:**

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


  
Authorized Signatory

For **PARENTHESSES SYSTEMS PVT LTD**  
For **PARENTHESSES SYSTEMS PVT LTD**

  
Authorized Signatory  
Director

BRAC's Vishwakarma Institute of Information Technology	PARENTHESSES SYSTEMS PRIVATE LIMITED
Address: Survey No. 3/4, Kondhwa (Budruk) Pune - 411048.	Corporate Add: #402, Prestige Point, 4 <sup>th</sup> Floor, Off Mumbai- Bangalore Highway, Besides New Poon Bakery, Warje- 58
Dr. Vivek Deshpande (Director, VIIT)	MR. Sarang Kamalakar (Founder & CEO)
E-mails: director@viit.ac.in	E-mails - sarang@parentheses.systems
Web- www.viit.ac.in	Web- <a href="http://www.parentheses.systems">www.parentheses.systems</a>

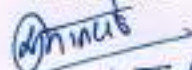
Witness1:

  
Dr. Jayashri Bagade


Witness2:

Dr. A. P. Kulcarani  


Witness3:

  
Subhesh Tatale

Witness4:

  
(Dr. D. N. Kamble)

