# MEMORANDUM OF UNDERSTANDING (MOU)

### **BETWEEN**

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology (VPKBIET), Baramati

&

Baramati Hi-Tech Textile Park Ltd. (BHTPL), Baramati

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the  $8^{th}$ day of October – Two Thousand Nineteen ( 08/10/2019),

#### **BETWEEN**

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology(VPKBIET), Vidyanagari, Bhigwan Road, Baramati-413133, the First Party represented herein by its Dr. R. S. Bichkar (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**

Baramati Hi-Tech Textile Park Ltd., Baramati (BHTPL), Plot No. E-1/2, Bhigwan Road, MIDC, Baramati - 413133, the Second Party, and represented herein by CEO Mr. M. B. Sankeshwarkar (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) Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology(VPKBIET)

- 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) BHTPL, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **Textile**Grommeting and related fields
- F) BHTPL, the Second Party is promoted by Baramati Hi-Tech Textile Park Ltd., Baramati (BHTPL), Plot No. E-1/2, Bhigwan Road, MIDC, Baramati 413133;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

#### **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology(VPKBIET) 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 Textile Grommeting and related field's 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 Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology (VPKBIET), 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 **BHTPL**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **BHTPL**, 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.

(3238v

FirstParty Principal

Vidya Pratishthan's

Kamalnayan Bajaj Institute of

Engineering & Technology, Baramati

Second Party

Se

Vidyanagany 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 Baramati.

#### AGREED:

For

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology (VPKBIET)

For

Baramati Hi-Tech Textile Park Ltd.

Engineering & Technology, Baraman Vidyanagari, Baramati-413133



Authorized Signatory



VPKBIET, Baramati	BHTPL, Baramati
Bhigwan Road, MIDC, Baramati - 413133	Plot No. E-1/2, Bhigwan Road, MIDC, Baramati - 413133
Contact: 02112 239500	Contact: 9595550666
E-mails: principal@vpkbiet.org	E-mails: bhtplbaramati@gmail.com
Web: www.vpkbiet.org	Web: www.bhtpl.com

Witness1:

Dr. Dinesh Bhagwan Hanchate Coordinator, IIIC, VPKBIET, Baramati

Witness2: Dr. Rajveer K. Shastri

DoA, VPKBIET, Baramati

Witness3: Mr. Anil G. Wagh

BHTPL, Baramati

Vrushale V. Sawanit

#### MEMORANDUM OF UNDERSTANDING (MoU)

#### **BETWEEN**

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party

#### AND

#### Baramati Municipal Council, Baramati

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the ......day of Month2021...... by and between.

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), Dist. Pune, MH., India 413133, the First Party represented herein by its Dr. R. S. Bichkar, Principal, Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party, And Baramati Municipal Council, Baramati, the second party and represented herein by its Chief Officer, MR. Mahesh Sahebrao Rokade WHEREAS:

- A) First Party is a Higher Educational Institution named: Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party,
- 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, Placement, Industrial Visit, Expert Lecture.
  - D) Baramati Municipal Council, Baramati,- the Second Party is engaged in Urban planning including town planning, Regulation of land-use and construction of buildings, Planning for economic and social development, Water supply for domestic, industrial and commercial purposes, Public health, sanitation conservancy, and solid waste management, Fire services, Urban forestry, protection of the environment and promotion of ecological aspects, Safeguarding the interests of weaker sections of society, including the handicapped and mentally retarded, Slum improvement and up-gradation, Urban poverty alleviation.

DTE, Government of Maharashtra, Mumbai, India. जावकक्र.: तंशीविकंपू/विवि/विद्यापीठपत्र//२०२१/३७०९दिनांक२४/०८/२०२१

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 cooperation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the

intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

#### **CLAUSE 2**

#### SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), Dist. Pune, MH. India 413133, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

DTE, Government of Maharashtra, Mumbai, India. जावकक्र.: तंशीविकंपू//विवि//विद्यापीठपत्र//२०२१/३७०९दिनांक२४/०८/२०२१

#### **CLAUSE 3VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

#### **CLAUSE 4**

#### RELATIONSHIP BETWEEN THE PARTIES

11/2/2021

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.

Dr. R. S. Bichkar

Principal,

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), Dist. Pune, MH. India 413133

Wittness: Dr. D.B. Hanchate, Dean, Industry Institute Interaction Cell,

VPKBIET, Baramati, India 413133

dean.iiic@vpkbiet.org, dinesh.hanchate@vpkbiet.org

09922254371, 08459827575 (w)

Wittness: Dr. Giridhar Narule, Head Consultancy

Dr. Parashurano. R. Chi tragar

MR. Mahesh Sahebrao Rokade,

Chief Officer, Baramati Municipal Council, Baramati

Wittness

DTE, Government of Maharashtra, Mumbai, India.

जावकक्र.: तंशीविकंपू//विवि//विद्यापीठपत्र//२०२१/३७०९दिनांक२४/०८/२०२१

Ashbur (Adrtya Basken)

### MEMORANDUM OF UNDERSTANDING



Vidya Pratisthan's Kamalnayan Bajaj Institute of Engineering and Technology, Baramati.

And

BHARAT FORGE LTD. (Center For Advance Manufacturing) E-1/1, MIDC, Baramati - 413133(Pune)

#### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 07<sup>th</sup> day of February 2020.

#### BETWEEN

Vidya Pratishthans Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party represented herein by its Dr. R. S. Bichkar, Principal (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

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) Name of Institution: Vidya Pratishthans Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati)
- 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) the Second Party is engaged in Business/Manufacturing/Development/Education and R&D Services in the fields of and related fields.

Second Party is promoted by .....(Promoter

	and
name Group), Address	background of the Company). and dimensional information about the
G) Related information, its branches,	and dimension
industry:	
NOW THEREFORE, IN CONSIDERAT	TION OF THE MUTUAL PROMISES
SET FORTH IN THIS MOU, THE PART	IES 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.

- 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.
- Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of
- 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 **VPKBIET**, **Baramati**, 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

Alling to Sold to the Constitution of the Cons

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 Agreen	nent will be val	id until it is e	expressly term	minated by	either Party or
	mutually	agreed	terms,	during	which	period
	••••••			the	Second Par	rty, as the case
	may be, will	l take effective	steps for imp	olementation	of this MC	U. Any act on
	the part of					the Second
	Party after	termination of	of this Agre	eement by	way of co	ommunication,
	corresponde	nce etc., shall n	ot be constru	ed as an exte	ension of thi	s 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.

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 Baramati City.

#### **AGREED:**

For VPKBIET, Baramati

Dr. R.S. Bichkar, Principal Authorized Signatory

Principal

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Baramati For Name of Industry

S: R: Pax

uthorized Signatory

Page 4 of 5

Scanned by CamScanner

MJS8SIZE

Name of Institution: Vidya Pratishthan's	Name of Industry: BHARAT FORGE LTD.
Kamalnayan Bajaj Institute of Engineering &	E-1/1, MIDC
Technology, Baramati	BARAMATI
Address: Vidyanagari, Bhigwan Road, MIDC,	Address: As above
Baramati, Dist-Pune-413133	
Contact Details:  Landline: 02112-239503/504  Principal's Mobile: 9637300101  IIIS Coordinator Mobile: 9922254371  IIIS Coordinator Whatsapp No. 9922254371	
E-mails: principal.vpkbiet@vidyapratishthan.com	E-mails: sadashiv. pahil@ bhasatforge. (on
Web: www.vpkbiet.org	Web: MMM. BharettongeCam.

Witness1: .

Dr. D. B. Hanchate, VPKBIET, Baramati IIIS Coordinator

Witness 3: Dr. P.R. Chi tragar

Prof. & Head,

Dept. q. Mechanical Enge

VPKBIET, Baramati

Witness2: :

Amol R. Phalle

.Barrert.Jarrele.L.)

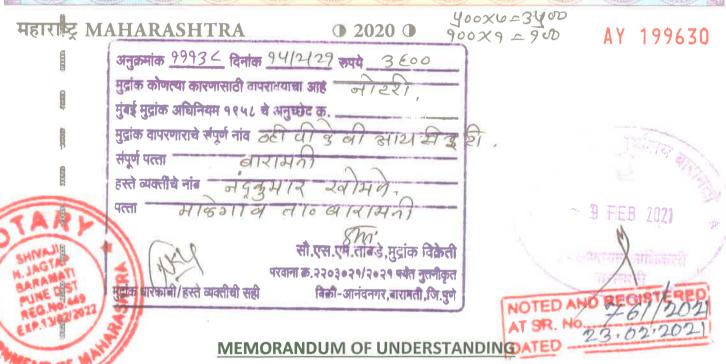
Witness4:.

S.S. Dolhe

BFL Baronati







THIS MEMORANDUM OF UNDERSTANDING (THE AGREEMENT) IS MADE THIS 22 DAY
OF FEB, 2021 (THE "EFFECTIVE DATE")

#### **BY AND BETWEEN**

CURIOSITY AUTOMATION OPC PRIVATE LIMITED, represented by its Managing Director Mr. Shrikant Sanjay Ghadage hereinafter called "CAOPL" (which term shall, unless excluded by or repugnant to the context, include its heirs, successors interest, administrators, legal representatives and assignees).

Page 1 of 4

PUNE (N

TRAINING PARTNER Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology, Baramati having its address at Vidyanagari, Tal-Baramati, Dist-Pune hereinafter referred to as the "TRAINING CENTER" (which term shall, unless excluded by or repugnant to the context, include its heirs, successors-in-interest, administrators, legal representatives and assignees) represented by its Principal Prof. Dr. Rajankumar S. Bichkar authorized signatory of ONE PART;

#### Whereas -

- a. In this endeavour, the First Party has started indulge in the business of promoting "Digital India, Skill India & Start Up India" a Scheme under Government of India.
- **b.** The Training Center is an ITI / School / College / Training Institute located at Vidyanagari, Tal-Baramati, Dist-Pune having track record of Education for the past 20 Years and approached the First Party to explore the opportunities to become a Training Center.

#### NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

- The Project Shall be for 10 years from the date of installation and commissioning of project.
- The Training Center shall operate the project at their institute located at Vidyanagari, Tal-Baramati, Dist-Pune.
- The Training Center agrees to maintain confidentiality of this agreement and shall not, directly or indirectly make communications, in any manner till the end of this agreement.
- The Project involves for setting up of Computer Lab having the ratio of registration of student to Computer (Ratio = 20:1).
- Computer Lab will be with Hardware, Software, Furniture & other things required for labs.

\* CAOPL shall provide full time instructor and shall be available for the entire duration of Training Center hours.

- ❖ CAOPL shall provide British Council Spoken English course to the registered Candidates free of Cost (training component). However, the participants will have to pay of British Council's Certification examination fees of Rs. 1200.
- CAOPL will provide free as well as paid Certified Courses for the Registered Candidates.
- Once a candidate registers and pays fees, no refund will be made by CAOPL.
- ❖ CAOPL has right to change the fees for new courses at any time during the project duration.
- \* CAOPL will collect the examination/course fees at time of admission process.
- Candidate should have completed 13 years of age.
- ❖ Maintenance, Electricity and Other charges will be Paid by the Training Center.
- Training Center shall agree to provide candidates to the CAOPL as per given number of Computer ratio.
- ❖ If Training Center fails to abide by the terms and conditions of the agreement, CAOPL shall have the right to terminate the agreement as a whole or in part at any time and also to seize the Computer Lab under such circumstances.
- The parties may assign its rights and obligation under this agreement to an affiliate at any time.
- This Agreement sets forth the entire Agreement and understanding between the parties as to the subject-matter of this agreement and amalgamates all prior discussion between them and neither of the parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this agreement as duly set forth.
- The parties shall not be liable to the other party for any loss caused by the failure on its parts to be observed and performed where such failure is occasioned by any cause beyond the Party's reasonable control whether on account of war, insurrection, fire, flood, earthquake, strikes, lock-outs, the unavailability of raw materials/personnel or force majeure circumstances beyond the control of the parties hereto.

age 3 of 4

All disputes between the parties shall be subject to jurisdiction of the Hon'ble seession Court of Judicature at Baramati Only.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST WRITTEN

ABOVE.

For: CAOPL

(Mr. Shrikant Sanjay Ghadage)

Bezele

For: Training Center

(Dr. Rajankumar S. Bichkar)

Series and the series of the s

Mob: +91 777 600 6929 Mob: +91 963 730 0101

(Authorised Signatory)

Witness: 1

(Dr. Rajveer K. Shastri)

STEENS TO THE PARTY OF THE PART

(Authorised Signatory)

Witness: 2 Howardkan

(Dr. Anil P. Hiwarekar)









#### MEMORANDUM OF UNDERSTANDING (MoU)

#### **BETWEEN**

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party

#### **AND**

Shri Chhatrapati Co – Operative Sugar Factory Ltd. (SCSSKL,Bhavaninagar)

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 11 Dec. 2021(Monday) day of Month 2021.

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), Dist. Pune, MH., India 413133, the First Party represented herein by its Dr. R. S. Bichkar, Principal, Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party, And Shri Chhatrapati Co – Operative Sugar Factory Ltd. Bhavaninagar, Baramati Indapur Road, Bhavaninagar, Pune, Maharashtra 413104, The second party and represented herein by its Shri. Amol H. Patil, Voice Chairman, Shri Chhatrapati Co – Operative Sugar Factory Ltd. (SCSSKL, Bhavaninagar)

#### WHEREAS:

- A) First Party is a Higher Educational Institution named: Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party,
- 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, Placement, Industrial Visit, Expert Lecture.
- D) Shri Chhatrapati Co Operative Sugar Factory Ltd. Bhavaninagar, Baramati Indapur Road, Bhavaninagar, Pune, Maharashtra 413104, the Second Party is engaged in A sugar cane mill is a factory that processes sugar cane to produce raw or white sugar.

DTE, Government of Maharashtra, Mumbai, India. जावकक्र.: तंशीविकंपू/विवि/विद्यापीठपत्र//२०२१/३७०९दिनांक२४/०८/२०२१

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 cooperation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

#### **CLAUSE 2**

#### SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), Dist. Pune, MH. India 413133, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

DTE, Government of Maharashtra, Mumbai, India. जावकक्र.: तंशीविकंपू/विवि/विद्यापीठपत्र//२०२१/३७०९दिनांक२४/०८/२०२१

#### **CLAUSE 3VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

#### **CLAUSE 4**

#### 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.

#### Dr. R. S. Bichkar

Principal,

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), Dist. Pune, MH. India 413133

Wittness – 01: Dr. D.B. Hanchate,

Dean, Industry Institute Interaction Cell,

VPKBIET, Baramati, India 413133

Mail Id: - Dean.iiic@vpkbiet.org, dinesh.hanchate@vpkbiet.org

Contact Number: - 9922254371, 08459827575 (w).

Wittness – 02: Mr. S.D. Shelar,

Assistant Professor, Electrical Department,

VPKBIET, Baramati, India 413133.

Mail Id: - sandeep.shelar@vpkbiet.org,

Contact Number: -9975045823, 9960872919.

Shri. Amol H. Patil,

Voice Chairman,

Shri Chhatrapati Co – Operative Sugar Factory Ltd. Bhavaninagar, Baramati Indapur Road, Bhavaninagar, Pune, Maharashtra 413104,

Mail Id: -scssklb@gmail.com

Wittness 01:- Shri. Ashok B.Jadhav

Karykari Sanchalak

Shri Chhatrapati Co – Operative Sugar Factory Ltd.

(SCSSKL,Bhavaninagar) (413104).

Mail Id: - jadhav.ab123@gmail.com

Contact Number: -9403944633, 9604924944.

## MEMORANDUM OF UNDERSTÄNDING (MOU)

### **BETWEEN**

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology

&

**Bhosale Consultants** 

### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the  $6^{th}$  day of – February – Two Thousand Nineteen (06/02/2019),

#### **BETWEEN**

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology, Vidyanagari, Bhigwan Road, Baramati, the First Party represented herein by Hon. Principal Dr. R. S. Bichkar (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

**Bhosale Consultants, Baramati, the Second Party**, and represented herein by its Proprietor Hon. Mr. Ganesh Ramdas Bhosale, (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) Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and 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) **Bhosale Consultants**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *Infrastructure Developments and Consultant, Sales and Services and* related fields.
- F) Bhosale Consultants, the Second Party is promoted by Bhosale Consultants. Group; Address: Building No W34, Near RTO Office, MIDC, Baramati-413102, Maharashtra.
- Bhosale Consultants is established in 2004 at Baramati. Bhosale Consultants is primarily working in Real Estate / Builders / Contractors of office building construction services, office building construction service & college building construction services in Baramati, Maharashtra. More than 50 employees are working in Bhosale Consultants, They are having constructions sites at Baramati, Indapur, Phaltan, Saswad and Morgaon.

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 Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology 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 *Infrastructure Development and Consultants (Civil Engineering)* and related fields.
- 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 **Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and 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 **Bhosale Consultants**, 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 **Bhosale Consultants**. 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.

Kamalnayan Bajaj Institute of

Second Party

Engineering & Technology, Baramati

Uldyana 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 Baramati.

#### AGREED:

For

Vidya Pratishthan's Kamalnayan Bajaj

Institute of Engineering and

**Technology** 

Authorized Signatory

Kamalnayan Bajaj Institute of

Ingineering & Technology, Dazamati Vidyanagan, Baramati-413123

**Bhosale Consultants** 

Enginee

For

Authorized Signatory

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering and Technology	Bhosale Consultants
Address:- Vidya Nagari, bhigwan Road, Baramati, Taluka- Baramati, District- Pune, Pincode- 413133.	Address: - Building No W34, Near RTO Office, MIDC, Baramati-413102, Maharashtra.
Contact Details:- 02112 239500	Contact Details:- 7709097878
E-mails:- principal@vpkbiet.org	E-mails:- bhosaleconsultant@gmail.com
Web:- www.vpkbiet.org	Web:

Witness1:

Mr. Vishal S. Kore

Training and Placement Officer

VPKBIET, Baramati.

Witness3:

Mr. Prasad Sanjay Gaikwad Civil Engineer, Bhosale Consultants Witness2:

Dr. Chittaranjan Nayak Civil Department VPKBIET, Baramati.

Witness4:

Mr. Suryakant Nandkumar Chavan Civil Engineer, Bhosale Consultants

### (Industry Institute Collaboration)

# MEMORANDUM OF UNDERSTANDING (MOU)

**BETWEEN** 

MACCIA

&

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Baramati Dist-Pune

MOU UID: MoUNIn21000032

Execution Partner SCIENTIFIC JUGAAD FUNDA

#### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the  $5^{th}$  day of – April – Two Thousand Twenty-One (05/04/2021),

#### **BETWEEN**

**MACCIA First party** represented herein by their president Shri Santosh Mandlecha (hereinafter referred as **'First Party'**, Or **MACCIA** the chamber which expression, unless excluded by or repugnant to the subject or context shall include its successors Mr. Sagar Nagre (Secretary General) – in-office, administrators and assigns).

#### **AND**

Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology, Baramati, and represented herein by its Principal Dr. Rajankumar S. Bichkar, (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')

#### **Preamble:**

Founded in 1927, Maharashtra Chamber of Commerce, Industry & Agriculture is Apex Chamber of the State. Currently over 5 lakh business establishments of state are affiliated with Maharashtra Chamber of Commerce, making it the apex body of state which does advocacy for trade and industrial development of the state & country. Maharashtra Chamber of Commerce (MACCIA) has affiliations of Maharashtra's most regional industry bodies and individual business establishments representing credible industry views.

Business Solutions Polyclinic Program (BSPP) is a concept developed by MACCIA. JugaadFunda Innovations LLP empower the program as an execution partner through their CREAT-JOB Innovation Ecosystem platform. This program is aimed at connecting different stakeholders of the innovation ecosystem. It enables every stakeholder to contribute and fetch benefits equally. BSPP program is looking forward to empowering 5 Lakhs plus industries and more than 3000+ academic institutions and 1000+ Mentors from Maharashtra in next 3 years.

The Vidya Pratishthan's Kamalnayan Bajaj Institute of Engineering & Technology,

Baramati is an engineering educational institute and offers several UG & PG courses affiliated to Savitribai Phule Pune University, Pune.

With reference to the structure of BSPP program, and its benefits to the society at large, First Party & Second Party believe that memorandum of understanding between themselves shall enable them in achieving their organizational objectives in an effective manner.

The Parties intend to cooperate and focus their efforts on cooperation within areas of Skill Based Training, Technical Education, Innovation, Entrepreneurship, Research, and problem solving for industries.

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

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS THE PARTIES HERETO AGREE AS FOLLOWS:

#### CLAUSE 1: AREA OF COLLABORATION AND SCOPE OF MOU

- 1.1 The aim of this MOU is primarily to establish non-commercial terms of collaboration and cooperation, under which both the parties seeking the MOU- may perform collaborative interests & organizational goals.
- 1.2 Broadly, the areas of collaboration in this MOU are focusing on improvement in following areas for the benefit of both industry as well as academia.
  - A) Holistic Interdisciplinary Environment Creation
  - B) Training & Skill Development (staff, students, industry)
  - C) Focus on Academic activities (performance skill based)
  - D) Recruitment related activities (employable product)
- 1.3 Organizing Industry institute joint summit, "On-Line + Off-Line (Hybrid Mode)", enabling both stakeholders to express their views / expectations / challenges and discuss possible solutions to overcome them.
- 1.4 Engage Industry leaders in 2 days "On-Line + Off-Line (Hybrid Mode)" faculty development program per semester to bridge the gap between industry and academia.

- 1.5 Engage best performing students in 1 day "On-Line + Off-Line (Hybrid Mode)" Industry Orientation program.
- 1.6 Organize project competition "On-Line + Off-Line (Hybrid Mode)", enabling best projects from institutes to get presented in front of industries.
- 1.7 Any other activity outside the scope mentioned above can be discussed separately and can be included by agreeing its terms of association in writing. If required separate MOU also can be signed if additional activity demands.

#### **CLAUSE 2: CO-OPERATION AND KEY RESPONSIBILITIES**

- 2.1 Both Parties are willing to unite by common interests and objectives mentioned under clause 1 and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the territory/ campus / affiliated institutes & departments of VPKBIET 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 value addition opportunities for one another.
- 2.2 Both parties shall nominate 3-member teams from each side as point of contact team for effective communication, promotion, and operation supervision.
- 2.3 Understanding the fact that execution is an important task for success of the purpose of this MOU, "MACCIA execution partner" shall be responsible for execution of the tasks under this MOU. Three-member teams from parties shall extend their support to provide required information to enable the execution partner for communication, promotion, operation, and execution of the program. Sole responsibility of execution and deriving measurable outcome from the activity is with the "execution partner".

#### **CLAUSE 3: INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel (the principle which precludes a person from asserting something contrary to what is implied by a previous action or statement of that person or by a previous pertinent judicial determination) 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: IMPLEMENTATION METHODOLOGY**

4.1 All process for registration under this MOU will be guided through information and registration link developed by execution partner on <a href="www.maccia.org.in/bspp.php">www.maccia.org.in/bspp.php</a> and <a href="www.jugaadfunda.com">www.jugaadfunda.com</a>

#### **CLAUSE 5: LOGO USAGE**

5.1 At all functions/literature related to these MOU activities, both party and execution partner logos will be displayed with equal prominence. Logos usage will be permitted for such designs for promotion of BSPP Program and other mutually agreed programs in writing.

#### **CLAUSE 6: VALIDITY**

6.1. This MOU is valid, until it is expressly terminated by either party on mutually agreed terms. Review reports shall get prepared after every year to evaluate the performance and progress under the MOU. Based on these reports, a detailed outcome focused review will be taken about continuance and further terms of operation based on experience. As a part of this MOU, second party can subscribe separately to get benefited with other services. All such services and their scope of operation shall get defined separately. Both parties shall fulfil their deliverables under committed program/activity if any at the time of termination.

#### **CLAUSE 7: RELATIONSHIP AND GOVERNING LAWS**

- 7.1 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.
- 7.2 Governing laws and arbitration: The MOU shall be construed and governed by the laws

of India. Any controversy or claim arising out of or divergence or difference derived from the interpretation or application of the MOU or breach thereof shall be resolved/settled by arbitration, to be held in Mumbai as in accordance with the rules of the arbitration and conciliation Act 1996.

#### **AGREED:**

For MACCIA (First Party)	For VPKBIET, Baramati (Second Party)
Signed digitally with "UID MOU Number" (Can be verified online through Execution Partner website). Once COVID Pandemic crises are over and it's safe, MOU signing events shall happen in presence of eminent government officials / ministers, chamber president and Institute representative at Chamber head office or regional office.  Authorized Signatory	Authorized Signatory
MACCIA	VPKBIET, Baramati (Second Party)
Address: Oricon House, 6Th Floor, Building, 12, K Dubash Marg, Fort, Mumbai, Maharashtra 400001	Address: Vidyanagari, Bhigwan Road, MIDC, Baramati, Dist-Pune-413133
Contact Details: 9130066595	Contact Details: 9637300101
E-mail: training@maccia.org.in	E-mail: principal.vpkbiet@vidyapratishthan.com
Website: www.maccia.org.in/bspp.php	Website: www.vpkbiet.org
Stamp:	Stamp:

#### ANNEXURE-I

As an extension of MOU signed between Party 1 and Party 2, this annexure is to define scope of additional program / activities to be executed professionally to ensure MOU is taken ahead for bringing out measurable outcome, fulfilling the purpose of MOU.

#### COMPLEMENTARY INDUCTION PROGRAM AND PILOT ICIP (Industry Connect Internship Program for 50 Students and 2 Faculty)

**XXXXX (Second Party)** has expressed interest to participate in complementary induction program for first year students and Industry Connect internship for 50 Students along with faculty development program for 2 faculties offered by "Execution Partner", Scientific Jugaadfunda of MACCIA (First Party)

**Scope and Deliverables:** Complementary, 2 hours of induction program for first year students and 8 Week "Industry Connect Internship Program for 50 students, Training for 2 faculty members, participation for final year students in project challenge competition and one student orientation program on "Industry Readiness."

Responsibilities of first party (Execution Partner): Complete execution and operation of scope and deliverables till issue of certificates.

Responsibility of second party: Timely response on mail and whatsapp, Allocation of single point of contact, required registration process on the portal through provided link, required coordination on the campus.

**Commercial Terms IF Any:** This is complementary program only, with no costs to any party. Execution Partner "Scientific Jugaad Funda" shall manage the expenses from their CSR or other Funds.

Witness (Party One) Execution Partner

Witness (Party Two)

Sign here ► (IN)

Name: Ms. Repuka M Patil, ordinator

BSPP Faccation

Sign here

Name: Dr. Dinesh B. Hanchate Dean, Industry Institute Interaction

ets circles

### **MEMORANDUM OF UNDERSTANDING**



### Vidya Pratisthan's Kamalnayan Bajaj Institute of Engineering and Technology, Baramati.

### And



Primus Techsystemes Pvt Ltd. Pune

#### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 5th day of August 2020.

#### **BETWEEN**

Vidya Pratishthans Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati), the First Party represented herein by its Dr. R. S. Bichkar, Principal (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

Primus Techsystemes Pvt Ltd. Pune, the Second Party, and represented herein by its CEO, Mr. Sambhaji Chawale (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: Vidya Pratishthans Kamalnayan Bajaj Institute of Engineering & Technology, Vidyanagari, Baramati (VPKBIET, Baramati)
- 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) **Primus Techsystemes Pvt Ltd. Pune**, the Second Party is engaged in Business/Manufacturing/Development/Education and R&D Services in the fields of SAP and related fields
- F) **Primus Techsystemes Pvt Ltd. Pune**, the Second Party is promoted by Mr. Sambhaji Chawale (CEO), Address: 301, Level 3, Tower S-4, Cybercity, Magarpatta, Hadapsar, Pune-411013 and background of the Company is SAP.
- G) Related information, its branches, and dimensional information about the industry:

  Primus is 10+ years old SAP partner company focused is SAP consulting in different industry verticals likes Auto components, Pharma, Chemical etc having head office at Pune and branch offices at Mumbai, Kochi, Vadodara & Aurangabad.

## 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.
- 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 upgradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 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 SAP training.

- 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 **VPKBIET**, **Baramati**, 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

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. **Primus Techsystemes Pvt Ltd. Pune** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Primus Techsystemes Pvt Ltd. 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

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.

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 Baramati City.

#### **AGREED:**

For VPKBIET, Baramati

Dr. R.S. Bichkar, Principal Authorized Signatory For Primus Techsystemes Pvt Ltd. Pune

Mr. Sambhaji Chawale Authorized Signatory

Name of Institution: Vidya Pratishthan's	Name of Industry:
Kamalnayan Bajaj Institute of Engineering &	Primus Techsystemes Pvt Ltd. Pune
Technology, Baramati	
Address: Vidyanagari, Bhigwan Road, MIDC,	Address: 301, Level 3, Tower S-4, Cyber city,
Baramati, Dist-Pune-413133	Magarpatta, Hadapsar, Pune-411013
Contact Details: Landline: 02112-239503/504  Mobile: 9637300101 (Principal), 9922254371 (Dean, IIIC)	Contact Details: Landline: +91 20 26898358 Mobile:+91 9545055566.
E-mails: principal.vpkbiet@vidyapratishthan.com	E-mails: sam.c@primustechsys.com
Web: www.vpkbiet.org	Web: www.primustechsys.com

Witness1:

Dr. D. B. Hanchate,

Dean ,IIIC

VPKBIET, Baramati

Witness2:

Mr. Chinmay Nanoty.

Business Head.

Primus Techsystemes Pvt Ltd. Pune

Witness3: Mr. Dinesh Zende

Witness4.

Page 4 of 4