



महाराष्ट्र MAHARASHTRA

2016

RF 346375

दस्तावा प्रकार/अनुच्छेद क्र. अनुच्छेद २२ दस्त नोंदणी करणार जातिले क्र. १०७
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टेक्नोलॉजि, तला, जि. रायगड
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मुद्राक शुल्क एककम रुपये १००/-
मुद्राक विक्री नोंद वही अनुक्रमाक १५८५८ दिनांक १४ MAR 2017
मुद्राक विक्री घेणान्याचा सही Miraj...



6 MAR 2017

सुरेश वाडकर
मुख्यांक वितेता

पत्ता - का. बावडा, काव्हापूर -
मु.वि.अ. १९९९-२०००/४४
कोड नं. २६०९०४९

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 1st day of February, 2017 ("Effective Date")

Between

SK Technical Solution, a company registered under the Companies Act, 1956 and having its registered office at 1037, near Veershaiv Bank, Gargoti - Kadgaon Road, Gargoti, Kolhapur-416209, Maharashtra, India (hereinafter called "**SK Technical Solution**" which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the FIRST PART

And

G M Vedak Institute of Technology, Tala, Raigad, 402111, Maharashtra, India (hereinafter called as "**G M Vedak Institute of Technology**" which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the SECOND PART.

(**SK Technical Solution** and **G M Vedak Institute of Technology** are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**")

Terms and Conditions:

1. Duration:

This MOU shall be valid for one (01) years from the effective date and thereafter it may be renewed on mutually agreed terms.

2. Purpose:

This MOU is for collaboration between the parties for mutual benefit for the purpose of providing CATIA/AUTOCAD/ANSYS training to the students of 'G M Vedak Institute of Technology' in order to enhance the quality of the educational experience for students of the College.

3. G M Vedak Institute of Technology's Standards of Performance:

'G M Vedak Institute of Technology shall expend reasonable efforts as follows:

- 'G M Vedak Institute of Technology' shall provide the basic infrastructure like Computers, Labs, Class rooms, Electricity, UPS, and Internet etc. as may be required for the purpose of attainment of objective purpose as stated above.
- 'G M Vedak Institute of Technology' is committed to introduce CATIA/AUTOCAD/ANSYS training module of 36 Hrs designed as per the suggestion from 'G M Vedak Institute of Technology' for 2nd, 3rd, 4th year separately. As an embedded part of the curriculum provided by the SK Technical Solution.
- 'G M Vedak Institute of Technology' shall provide 40 numbers of students from departments of Mechanical engineering for CATIA/AUTOCAD/ANSYS training module provided by SK Technical Solution.
- 'G M Vedak Institute of Technology' will have to make necessary arrangements for stay and other expenditure like food, traveling etc. will be borne by SK Technical Solution for any training module.
- 'G M Vedak Institute of Technology' will share the data base of the students with SK Technical Solution for the adequate promotion of the courses.

SK Technical Solution's Standard of Performance:

- SK Technical Solution shall provide competent faculties for the conduct of abovementioned training at 'G M Vedak Institute of Technology'.
- SK Technical Solution shall provide 'G M Vedak Institute of Technology' with the courseware / study material as may be agreed between the parties and the 'G M Vedak Institute of Technology' shall use these as per SK Technical Solution's guidelines and policies.
- SK Technical Solution will try and extend its support to conduct few sessions in the technical seminars arranged by 'G M Vedak Institute of Technology' it does not guarantee any monetary help for the seminar from SK Technical Solution.

5. Mutual Obligations:

- Both the parties shall appoint one person as one point of contact for smooth execution of the MOU.
- Each party shall respect the other's intellectual property and shall use any trade name, trade mark, logo, symbol or designation belonging to the other party in accordance with this MOU.

- Nothing contained in this MoU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between **SK Technical Solution** and **G M Vedak Institute of Technology**. **SK Technical Solution** and **G M Vedak Institute of Technology** are not authorized to make any representation, contract, or commitment on behalf of **G M Vedak Institute of Technology / SK Technical Solution** without the prior written consent of other party.
- Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations.
- **SK Technical Solution** will continue to support the students on the grounds of technical difficulties related to the course module he/she has undergone for a period of one month after the completion of the module.
- **SK Technical Solution** will also issue completion certificate to all participant at the end of each module.
- The schedule of course module will be decided by **G M Vedak Institute of Technology** with **SK Technical Solution** trainer as per availability of space and time of **G M Vedak Institute of Technology**
- The trainer of **SK Technical Solution** shall exclusively work for **G M Vedak Institute of Technology** Assignments & not for any other colleges across Tala for the period of this MOU.
- **SK Technical Solution** will also provide assistance for every department of **G M Vedak Institute of Technology** for arranging minimum 01 expert lecture for every semester.
- **SK Technical Solution** will confirm required infrastructure for the program which is available at GMVIT before commencement of course.
- **SK Technical Solution** shall provide legitimate software's, study materials/ courseware to the participants required for the purpose of training.

6. Revenue:

The CATIA/ AUTOCAD/ ANSYS training module priced at Rs. 3000 per students.

CATIA/ AUTOCAD/ ANSYS training module fee shall be as mention below:

Module name	Duration of course (hrs)	Course fee	No of students enrolled
CATIA	36	3000	
AUTO-CAD	30	1500	
ANSYS	60		

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80% of total student fee
20% of total student fee

G M Vedak Institute of Technology will make 50% payment out of the fee receipt to **SK Technical Solution** at the middle of module & balance 50% within 10 days after the satisfactory completion of the modules.

7. General:

- Both the parties may receive information proprietary to other party (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in

trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.

- Both the parties understand and agrees that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.
- Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
- The '**G M Vedak Institute of Technology**' will only have the right to accept and implement the syllabus/curriculum as per the advice of the statutory bodies of the **G M Vedak Institute of Technology**
- Both the parties agree that **SK Technical Solution** will Provide the placement assistance after the completion of the module for final year students of '**G M Vedak Institute of Technology**'
- Each party shall be at liberty to terminate this MOU with a written notice period of one (01) month to the other party without any compensation and seeking legal redress.
- **Arbitration:**
 - I. Any and all disputes or differences between parties shall always be resolved by mutual consultation only.
- **Modification:**

Any changes in implementation procedures which are not as per the present MOU, will be discussed and will be incorporated in agreement with two parties.
- **Copyrights and Ownerships:**
 - All the course material/ courseware/ books and such other training material provided by **SK Technical Solution** and allowed for distribution are its sole property (hereinafter referred as "Training Material").
 - '**G M Vedak Institute of Technology** and/ or its employees, consultants etc. shall not claim ownership of such course material/ courseware/ books etc. or its customization.
 - Intellectual Property Rights i.e. copyrights, trademarks, patents etc. of Training Material, any changes, enhancements, upgrades, customization etc. shall always remain with **SK Technical Solution**.

Any changes in implementation procedures which are not as per the present MOU, will be discussed and will be incorporated in agreement with both parties.
- **Jurisdiction :**

The parties agree that the exclusive remedy hereunder with regard to any claims, disputes, or other matters in question between the parties arising from this agreement shall cover only under Mumbai Jurisdiction.

It is further agreed that in case there is dispute, the parties will pursue Arbitration first and then if found necessary will opt for court proceedings.

In written whereof, both parties put their hard seal on the day, month and year herein mentioned.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the Agreement and set their seals as below:-

For SK Technical Solution
S.K. TECHNICAL SOLUTIONS

Authorized Signatory ^{30/11/17} 17/03/17
PROPRIETOR

For 'G M Vedak Institute of Technology'

Authorized Signatory (Principal)

Principal
G M Vedak Institute of Technology
Tala Dist. Raigad

Witness to both:

1. ^{17/03/2017}
Prof. M. M. Badadan
T & P officer
2. ^{17/03/2017}
Prof G.S. Makandae
Asst. Professor.
- 3.
4. P. M. Chyale

J. Shri. S. P. Kulkarni
Registrar