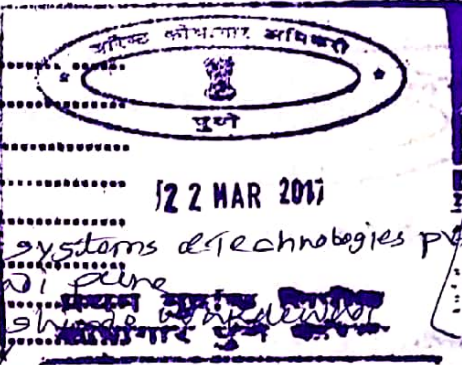


महाराष्ट्र MAHARASHTRA

2017

RR 292864

दस्तावेज प्रकार/अनुच्छेद क्रमांक : MOU  
 दस्तावेज मॉडेली करणार आहेत का ? :  
 मॉडेली होणार असल्यास दुसऱ्या विभागात कार्यालयचे नाव :  
 मिळकतीचे वर्णन :  
 मोबदला रक्कम :  
 मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : Prolific Systems & Technologies Pvt. Ltd.  
 दुसऱ्या पक्षाकाराचे नाव : WAKDEWADI PUNE  
 हस्ते असल्यास नाव व पत्ता : NUTAN SHARDE  
 मुद्रांक शुल्क रक्कम : 100  
 मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : 00294, 28/3/2017



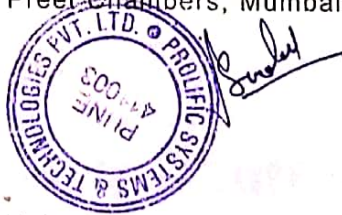
**MEMORANDUM OF UNDERSTANDING (MOU)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS DATED 01st DAY OF April, 2017 IN THE YEAR 2017

**BETWEEN**

M/S. PROLIFIC SYSTEMS & TECHNOLOGIES PVT.LTD.  
 Through it's Regional Manager MR.VIVEK SARDAL  
 Having its Pune branch office: at 36 Preet Chambers, Mumbai-Pune highway, Wakdewadi, Pune-411003A

And  
 G M Vedak Institute of Technology,  
 Through it's Honorable Principal Dr. Suhas Patil  
 Located in At. Tala, Dist. Raigad, Maharashtra Pin - 402111





ISO 9001-2008  
ISO 14001-2004



## Memorandum of Understanding (MOU)



**NSDC Authorized Trainer**



**Prolific Systems & Technologies Pvt. Ltd. Pune**

36, Preet chamber, Mumbai-Pune Highway, Wakdewadi,  
Shiyajinagar Pune- 411003

&



**G.M. Vedak Institute**

At-Post-Tal-Tala, Dist-Raigad, 402111, Tala- Indapur Street, Maharashtra 402111



ISO 9001-2008  
ISO 14001-2004



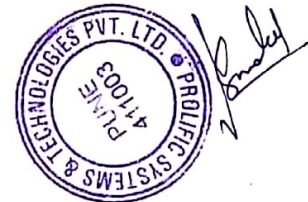
## Memorandum of Understanding (MOU)



### NSDC Authorized Trainer

**Prolific Systems & Technologies Pvt. Ltd. Pune**

36, Preet chamber, Mumbai-Pune Highway, Wakdewadi,  
Shivajinagar Pune- 411003



&



## **G.M. Vedak Institute**

At-Post-Tal-Tala, Dist-Raigad, 402111, Tala- Indapur Street, Maharashtra 402111.

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S  
HOD-EXTC

## Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MoU") is made on 1<sup>st</sup> day of April, 2017

Between

**PROLIFIC Systems & Technologies Pvt. Ltd. Pune**, Prolific is a part of Kuwait's base company "Al Tanmiya Holding" Prolific is the only ISO 9001-2008 & 14001-2004 Certified Company in automation training. PROLIFIC is having International Accredited Organization (IAO). Prolific is conducting many training programs under National Skill development Certification (NSDC) approved by Govt. of India. its registered office at 36, Preet Chember, Mumbai- pune Highway, Opp. Yamaha Showroom, Wakdewadi- ShivajiNagar, Pune-411003.

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.

(Prolific and G M Vedak Institute of Technology are hereinafter individually referred to as "Party" and collectively referred to as "Parties")

### Terms and Conditions:

#### 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 high end IT training and soft skill 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 the soft skills training module of four days full time Hrs designed as per the suggestion from 'G M Vedak Institute of Technology' for 3<sup>rd</sup> year and 4<sup>th</sup> year. As an embedded & automation part of the curriculum provided by the PROLIFIC.
- 'G M Vedak Institute of Technology' shall provide 34.number of students from departments of EXTC ~~year~~ engineering for Training Program module provided by PROLIFIC.
- 'G M Vedak Institute of Technology' will have to make necessary arrangements for stay.
- Other expenditure like food, traveling etc. will be borne by PROLIFIC for any training module.
- 'G M Vedak Institute of Technology' will share the data base of the students with PROLIFIC for the adequate promotion of the courses.

X  
HOD-EXTC

#### 4. PROLIFIC's Standard of Performance:

- PROLIFIC shall provide competent faculties for the conduct of abovementioned training on chargeable basis at 'G M Vedak Institute of Technology'.
- PROLIFIC 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 PROLIFIC's guidelines and policies.
- PROLIFIC 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 PROLIFIC.

#### 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 PROLIFIC and 'G M Vedak Institute of Technology'. PROLIFIC 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 / PROLIFIC 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.
- PROLIFIC 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.
- PROLIFIC 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 PROLIFIC trainer as per availability of space and time of 'G M Vedak Institute of Technology'.
- The trainer of PROLIFIC shall exclusively work for G M Vedak Institute of Technology Assignments & not for any other colleges across Tala for the period of this MOU.
- PROLIFIC will also provide assistance for every department of 'G M Vedak Institute of Technology' for arranging minimum 01 expert lecture for every semester.
- PROLIFIC will confirm required infrastructure for the program which is available at GMVIT before commencement of course.
- PROLIFIC shall provide legitimate software's, study materials/ courseware to the participants required for the purpose of training.

#### 6. Revenue:

The Training Program (SCADA) module priced at Rs. 850/- per students.

Soft skill module fee shall be as mention below:

Class	semester	Duration of course (hrs)	Module name	Course fee	No of students enrolled
TE & BE	VI & VIII	4 days Full Time	SCADA, Allen Bradley (SLC 5 /03)PLC	Rs. 850/- (Rs. Eight Hundred Fifty Only)	Minimum 40 students.

PROLIFIC 80% of total student fee (or Rs 700/-)

G M Vedak Institute of Technology 20% of total student fee (Or Rs. 150/-)

**G M Vedak Institute of Technology** will make 100% payment out of the fee receipt to PROLIFIC 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.

- **Prolific** will register students name in NSDC for placement assistance. NSDC may provide the placement assistance to the register students

- Prolific shall allocate certain seats for **G M Vedak Institute of Technology** for three month placement assisted "Post Graduate Diploma Training Program" conducted by Prolific in their institutes in India. Prolific shall pass on a special 10 % Discount to recommended student by G. M. Vedak HOD/Principal.

- Before two days of training program **G. M. Vedak institute** will provide computer lab for installation the software & duration of training program i.e. 4 days training (Total 6 days). During this software installation as well as training program **G. M. Vedak institute** will provide food, Professional accommodation & local conveyance for two Engineers & IT engineer (Total six Days).

- **G. M. Vedak institute** will register name of our company "**Prolific Systems & Technologies Pvt. Ltd.**" In vendor list for procurement of technical material & Lab Setup.

- 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**

- 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 PROLIFIC 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 PROLIFIC.
- 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 Pune 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 PROLIFIC Systems & Tech. Pvt. Ltd. Pune For 'G M Vedak Institute of Technology'



*[Signature]*

Authorized Signatory

Nivek V. Sardal  
Regional manager Pune



Authorized Signatory (Principal)

G M Vedak Institute of Technology  
Tala Dist. Raigad

*[Signature]*  
Dr. S.V. Patil

Witness to both:

Vanita. J. Pawar

1. *[Signature]*

2. Marathe Swamand N.

*[Signature]*  
S.N. Marathe

*[Signature]*  
i) Mansing Baidam  
T & P Officer

*[Signature]*  
ii) Prof. S.E. Gawali.  
HOD - EXT C

*[Signature]*  
iii) Shri S.P. Kulkarni.  
Registrar.