



महाराष्ट्र MAHARASHTRA

2018

TS 807427



28 MAR 2019

[Signature]

एच कोवागार अधिकारी
रायगड = रायगड

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

G. M. VEDAK INSTITUTE OF TECHNOLOGY, TALA, RAIGAD

&

FUTURE INFRA INDIA PVT. LTD

FOR
SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D
SERVICES AND RELATED SERVICES

ANNEXURE - II

1. Serial No./Date 082 / 05.04.19

2. Nature of document Agreement RG-4001 -

3. Whether it is to be registered? Yes / No

4. Property Description in brief

5. Stamp Purchaser's Name & Address

6. If through other person then Name, Address.....

Signature

Shri. M. K. Patil

7. Name of the other party

M. K. Patil

8. Shah Harshad Mangaldas
Stamp Vendor - Roha
Lic No.- 3/1996-97



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 28th day of March 2019 by and between

G. M. VEDAK INSTITUTE OF TECHNOLOGY, AT POST AND TALUKA TALA, DIST: RAIGAD 402111, the first party, the First Party represented herein by DR. DILIP N. JAISWAL, 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

FUTURE INFRA INDIA PVT. LTD, H No-489, Road no 12, Banjara Hills, Hyderabad-400034, the second party represented herein by SHRI. UNMESH VEDAK (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) **G. M. VEDAK INSTITUTE OF TECHNOLOGY, AT POST AND TALUKA TALA, DIST: RAIGAD 402111**

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 interests.

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 Research and Development:

Both Parties have agreed to carry out the joint research activities in the fields of **Construction and Management.**

2.5 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.

2.6 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.

2.7 Faculty Development Programs:

Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.8 Placement of Trained Students:

Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for the students.

2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

2.10 There is no financial commitment on the part of the Name of institution First Party to take up any programme 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 Name of Industry, 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 Name of Industry, 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.

JURISDICTION

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 **Tala- Raigad**.

In written whereof, both parties put their seal on 28th March, 2019.

In witness whereof, to show their assent, the authorized representatives of the parties have signed the agreement and set their seals as below.

AGREED:

**For
FUTURE INFRA INDIA PVT. LTD**

**For
G. M. Vedak Institute of Technology, Tala**







Authorized Signatory

Authorized Signatory

Witness to both

- 1.
- 2.