

# **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**BHARATI VIDYAPEETH COLLEGE OF  
ENGINEERING LAVALE PUNE**

**&**

**SHREESAMARTH TECH PROCESS  
ENGINEERING PVT.LTD PUNE**

## **MEMORANDUM OF UNDERSTANDING**

**This MOU is signed on the 28<sup>th</sup> day of February, 2019**

### **BETWEEN**

**SHREESAMARTH TECH PROCESS ENGINEERING PVT LTD a Company registered under the Company's Act, 1956, having its registered office & works at Gat No. 53,Chimbali, Tal:Khed,Pune,INDIA-412105,Tel.Phone:91-7276070998,Website: [www.shreesamarthtech.com](http://www.shreesamarthtech.com) (Hereinafter referred to as "SSTECH" or the first party).**

### **AND**

**Bharati Vidyapeeth's College of Engineering, Lavale, Tal-Mulshi, Dist- Pune 412115, having its registered office at Bharati Vidyapeeth Head Office, LBS Road, Near Alka Talkies, Pune-411030 (Hereinafter referred to as "Bharati Vidyapeeth's College of Engineering Lavale" or the second party)**

## **PREAMBLE**

### **About your company**

"Shreesamarth Tech Process Engineering Pvt Ltd" is established in 2011, serving in the field of Design and fabrication components & process equipments. Our Directors were unequivocal about the role of business in quality, safety, minimum customer complaint and conserving the natural resources we need to thrive. At SSTECH, An ISO 9001:2015; ISO 14001:2015; OHSAS 18001:2007 and ASME "U", "U2", "S", "R" Certified Company, we are harnessing the quality and timely delivery of finished equipments to build a more sustainable business – 'one that will endure for the long term. The world of SSTECH encompasses the fabrication of a wide range of good quality of SS & CS equipments and skids. Our aim is to be recognized as a leading company by maintaining Quality, Safety and environmental standards.

SSTECH is committed to provide product & services at highest quality standard that meet or exceed customer requirements through continual improvement and by protecting the Employee's Occupational Health & Safety and with an Environment friendly approach. We are committed to applying imagination and strength to growing our business in a way that respects our society and environment.

### **About Bharati Vidyapeeth**

Bharati Vidyapeeth is an organization established in the year 1964 by Dr. Patangraoji Kadam. Eminent in the field of education, Bharati Vidyapeeth is one of the largest networks of educational institutions in India and overseas. Comprising of 190 units of schools and colleges in the field of Engineering, Medicine, Management and Architecture, it has spread its wings for all round development parallel with its objective i.e. "Social transformation through dynamic education." More than 10,000 employees are serving from pre-primary level to higher education to all the strata's including women, tribal and rural people from all the corners of Maharashtra, in Capital Delhi and in foreign lands of Dubai and Emirates. Our commitment has been towards blooming Corporate India by providing quality education.

Our Engineering campus at Lavale, BVCOEL (DTE CODE: 6796, NAAC Accredited) is spread over about 300 acres and has a very lovely background of a small picturesque hill. The campus enjoys immense beauty of nature and clean and healthy environment. The campus is very serene and peaceful. Lavale is a small place, now being developed as a suburb of the city of Pune. It is very close to the hub of IT industries located in Hinjewadi. It is well connected to the city of Pune. The College has a very well designed and impressive, spacious building. All the academic and other amenities needed for academic pursuits are made available here.

Bharati Vidyapeeth has been very careful while selecting the faculty for this College. Besides the regular faculty appointed for the College, a number of adjunct faculty members are also invited from industry and research institutions. This arrangement provides a different perspective to the students on their curricular subjects.



## **Terms and Conditions:**

### **1. Relationship**

- 1.1 MOU is the collaboration between two parties for mutual benefit and many purposes.
- 1.2 MOU stands valid for \_\_\_\_ years from the date of agreement. The collaboration can be terminated from either side with a notice period of 1 month.
- 1.3 Both parties shall work in synchronism to ensure the successful completion of collaboration.
- 1.4 Both the parties shall provide adequate facilities, to the students undergoing training, with mutual understanding.

### **2. Obligations:**

- 2.1 There shall be no obligation on any party to compensate the other in any manner or to make any claim
- 2.2. Each party shall meet the expenses as mutually agreed.
- 2.3 Each party shall respect the other's intellectual property (IP).
- 2.4 Both parties shall maintain confidentiality about any information.
- 2.5 BVCOEL and SSTECH will together/jointly file patent by mutual understanding. Filing charge of patent will be decided at the time of submission of patent application.
- 2.6 BVCOEL and SSTECH together will be owner of the patent.
- 2.7 Revenue generated by consultancy, guidance for lab development, research guidance will be deposited in Ac. \_\_\_\_\_ together with mutual understanding.

### **3. Limitations:**

- 3.1 Each party represents that they have full power and authority to enter into this MOU.
- 3.2 Each party shall ensure to work together with maturity.

### **4. Conditions:**

- 4.1 Both parties will designate a representative who will be the primary point of contact.  
From BVCOEL following will be primary point of contact.  
**Prof.Hasarmani.T.S (Engineering. Science Dept, BVCOEL)**  
From SSTECH following will be primary point of contact.  
**Mr.Nilkanth. Ganer (Director, SSTECH, Pune)**
- 4.2 Unless and until both the parties agree there shall be no public announcement. Agreement has to be in the form of written approval.
- 4.3. Any dispute under this MOU will be settled at Pune through arbitration, if necessary.

## **CLAUSE 1 CO-OPERATION**

- 1.1 Common interests and objectives unite both Parties, 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.

1.4

## **CLAUSE 2 SCOPE OF THE MoU**

- 1.5 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.
- 2.1 **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.
- 2.2 **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.

- 2.3 **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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of – Renewable Energy.
- 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 lecturers 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 industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on the part of the Bharati Vidyapeeth College of

Engineering Lavale Pune, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

- 2.10 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels 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**

- 2.11 This Agreement will be valid until either Party expressly terminates it on mutually agreed terms, during which period SSTECH, 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 Sensycon Controls, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 2.12 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



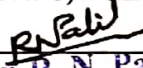
First Party

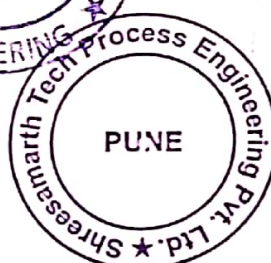
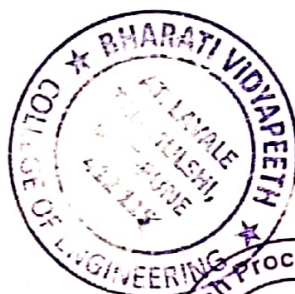
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune, India.

**AGREED:**

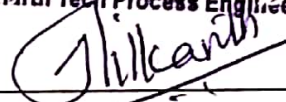
For Bharati Vidyapeeth  
College of Engineering  
Lavale, Pune-412 115

  
Dr. R. N. Patil  
V/C PRINCIPAL  
BHARATI VIDYAPEETH  
COLLEGE OF ENGINEERING, LAVALE  
Tal-Mulshi, Dist. Pune



For SSTECH,

Pune-412 105  
For Shreesamarth Tech Process Engineering Pvt. Ltd.



Director

Mr. Nilkanth Ganer  
Director, SSTECH

<b>Name of Institution:</b> Bharati Vidyapeeth College of Engineering Lavale, Pune	<b>Name of Industry:</b> SHREESAMARTH TECH PROCESS ENGINEERING PVT LTD
<b>Address-Post-Lavale, Tal-Mulshi, Dist-Pune-412 115</b>	<b>Address:</b> Gat No. 53, Chimbali, Tal: Khed, Pune, INDIA-412105
<b>Contact Details- 020 2029 1357. Mob-98224 31072</b>	<b>Contact Details:</b> Tel. Phone: 91-7276070998 Mob: 917744908129
<b>E-mails: coelpune@bharatividyaapeeth.edu</b>	<b>Emails: nilkanthg@shreesamarthtech.com</b>
<b>Web: <a href="http://bvcoe.bharatividyaapeeth.edu">http://bvcoe.bharatividyaapeeth.edu</a></b>	<b>Web: <a href="http://www.shreesamarthtech.com">www.shreesamarthtech.com</a></b>

Witness1:

Witness2:

Witness3:

Witness4: