

MEMORANDUM OF UNDERSTANDING (MOU)

Between

L & D Infotech Pvt.ltd

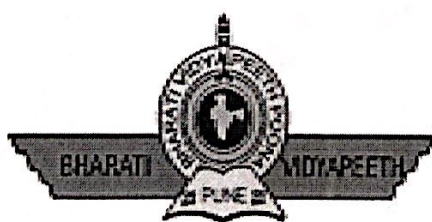
And

DEPARTMENT OF COMPUTER ENGINEERING

Of

Bharati Vidyapeeth's College Of Engineering

Lavale, Pune



**Website: <http://bvcoe.bharativedyapeeth.edu>
020-20291357**

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L & D Infotech Pvt.ltd

And

Department of Computer Engineering

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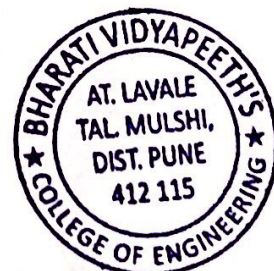
Bharati Vidyapeeth's College of Engineering Lavale, Pune

This Memorandum of Understanding (MOU) is made and entered into on 4th September 2019, at Pune, BY AND BETWEEN, **Lomte & Darade Infotech**, a company having its registered office at Shrustri Apartment, Vetel Buwa chowk, Narhe, Pune, Maharashtra 411041, (here in after referred to as **L & D Infotech**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns); **Bharati Vidyapeeth's College of Engineering Lavale** (referred to as **B.V.C.O.E.Lavale**), Raut Wadi, Dist Pune, Tal. Mulshi, Lavale, Maharashtra 412115 (hereinafter, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

L & D Infotech and the **B.V.C.O.E.Lavale** are hereinafter referred collectively as "Parties" and individually as "Party".

About: L & D Infotech

L & D Infotech Pvt. Ltd, registered under the Government of India Ministry of Corporate Affairs stands out to be one of the fastest growing platforms in Training and Development in India. It has a stack of 10 employee's expert in both development and delivering trainings on technologies like Python; Machine learning, Data science, Web development, Java, Android, Software Defined Network, Computer Network etc. L&D Infotech is a leader in Software Development and empowers IT individuals with competitive advantage. **L & D Infotech Pvt. Ltd** is a leading software company which has collaborations with many software industries/firms in Pune. L&D Infotech is a high end full service IT solution Company based in India



About: BHARATI VIDYAPEETH'S COLLEGE OF ENGINEERING LAVALE, PUNE

B.V.C.O.E. Lavale has its registered office at Raut Wadi, Dist Pune, Tal. Mulshi, Lavale, Maharashtra 412115 represented by Dr. R.N.Patil, Principal which expression shall unless repugnant to the context, be to include its administrators successors and assignees is a premier educational institution located in the Lavale Pune in India. The Institute is committed to grow on the path of delivering distinctive high quality education fostering research, creativity and discovery. The Institute is approved by AICTE, New Delhi, recognized by D.T.E., Govt. of Maharashtra and affiliated to Savitribai Phule Pune University (SPPU). Currently Institute offers Bachelor of Engineering (B.E) courses in Computer Engineering , Electronics and Telecommunication Engineering, Civil Engineering and Mechanical Engineering.

Objective of this MOU

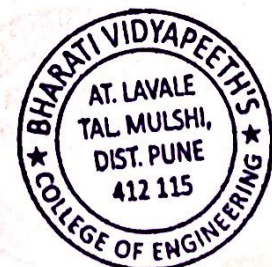
1. MOU is for the purpose of enriching the technical education in new subject areas, teaching- learning process and to jointly work for enhancing the quality of education being imparted to Computer Science, and Engineering students.
2. MOU is to enhance the quality of the technical education for students to enable them to meet the industry needs and to be recognized globally.

Scope of Work - L & D Infotech Pvt. Lmt

1. Faculty/Student Development program.
2. Sponsor UG projects.
3. Internship/Industrial Training of Students & Staff.
4. Technical Guidance for Lab Developments & Setups.
5. Provide a platform for academicians for research and consultancy work at their premises.
6. Sharing Industry oriented-courseware and Technology to create an industrial awareness among students / teaching faculties

Scope of Work – B.V.C.O.E.Lavale

B.V.C.O.E.Lavale agrees to provide **L & D Infotech** facilities such as classrooms & other required infrastructure, including but not limited to, projector, screen, Internet, Audio/visual facility, flip charts and markers to give training to the students.



B.V.C.O.E.Lavale shall provide sufficient advance notice to **L & D Infotech** regarding any examination dates, vacation or other holidays when classes will not happen. B.V.C.O.E.Lavale or any other person is not allowed to carry out any sort of video recordings of the training conducted by the **L & D Infotech** at the B.V.C.O.E.Lavale premises.

1. All payments shall be made by NEFT/DD/Cheque(s) in favour of "**Lomte & Darade Infotech Pvt. Ltd**".
2. All invoices shall be raised in favour of B.V.C.O.E.Lavale.

Obligation of Work – L & D Infotech

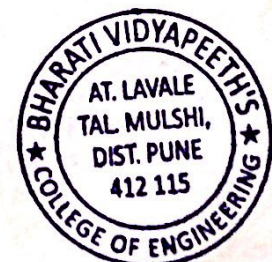
Either Party shall not use logos, trademarks, trade names or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party.

1. Either Party shall ensure that nothing is done or omitted to be done by them which may affect the reputation of other Party or its intellectual property.
2. The Parties hereto agree that they are independent contractors. Nothing contained herein shall construe either Party as an agent, legal representative, partner, subsidiary or employee of the other.
3. Each party shall be at liberty to terminate this MOU with a written notice period of 60 (sixty) days / (2) months to the other party without any compensation and seeking legal redress.
4. In case of termination of this MOU, L & D Infotech agrees to fulfil their commitments towards the enrolled students and to complete the remaining training for the particular semester.
5. All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this MOU whether during its term or after expiry there of or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to the sole arbitration of a mutually agreed person, whose decision and award shall be final and binding between the Parties. The venue of arbitration shall be Pune, Maharashtra.

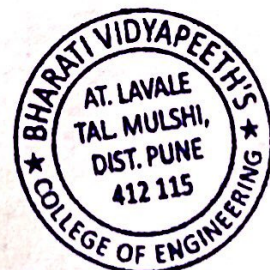


Obligation of Work – B.V.C.O.E.Lavale



1. **B.V.C.O.E.Lavale** may receive information proprietary to 'L & D Infotech' and vice versa (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 B.V.C.O.E.Lavale /L & D Infotech from third Parties without accompanying secrecy obligations; (c) is already in B.V.C.O.E. Lavale / L & D Infotech possession and was lawfully received from sources other than L & D Infotech and Institute or (d) is independently developed by Institute/Wisdom Sprouts.
2. The two Parties 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 B.V.C.O.E. Lavale /L & D Infotech for the benefit of others.
3. All information or correspondence including information shared with or exchanged by L & D Infotech the or any of its employees, agents, officers, directors and contractors in connection with this MOU including all training materials, training content & methodologies, classroom & trainer notes, assessment tests etc. will be the sole and absolute property of L & D Infotech including intellectual property and proprietary rights.
4. Either Party shall not use logos, trademarks, trade name or intellectual property of other Party for any other purpose as enshrined under this MOU without prior written approval from other Party. B.V.C.O.E. Lavale agrees and confirms that during the term of this engagement and for a minimum period of twenty four (24) months after termination or expiration for any reason of this agreement, shall not engage, directly or indirectly, or assist any other party in hiring any person employed or hired as an employee by L & D Infotech, who is directly or indirectly associated with the project.



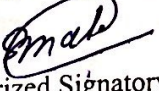


6. Courts in Pune shall have exclusive jurisdiction to settle all disputes and differences arising out of this MOU, whether during its term or after expiry / earlier termination thereof.
7. Both the Parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.
8. Any notice/letter/correspondence either through registered post/courier/fax shall be delivered /served at the business address of the Parties.
9. Each Party shall bear its own legal, and other costs, charges and expenses connected with the negotiation, preparation and execution of this MOU or any other agreement incidental to or referred to in this MOU.
10. This MOU may not be amended or modified except by an instrument in writing signed only by the authorised signatories on behalf of both the Parties. In witness whereof, both Parties put their hard seal on the day, month and year herein mentioned.
11. Profiles of the concerned faculty in terms of their qualifications and experience shall be provided by L & D Infotech and shall be agreed upon by B.V.C.O.E.Lavale prior to start of training for a particular semester.
12. L & D Infotech should not depute faculty other than the ones approved by B.V.C.O.E.Lavale.
13. Professional ethics, code of conduct and disciplinary approach shall be maintained by L & D Infotech faculty towards students at all the times. Any misbehaviour by L & D Infotech faculty shall attract immediate replacement of the concerned trainer.
14. Faculty from L & D Infotech may be evaluated by senior faculty from B.V.C.O.E.Lavale in terms of delivery and contents of the sessions. Appropriate written feedback will be provided to L & D Infotech in case of improvement required. L & D Infotech will take necessary steps to ensure that corrective actions are taken.
15. L & D Infotech faculty will also be evaluated by students by way of "online" feedback mechanism and minimum expected feedback is 7 (on a scale of 10).
16. Both the Parties may address the issue of providing joint participation / completion certificates to the enrolled students after successful completion of the program.





Contact Persons:

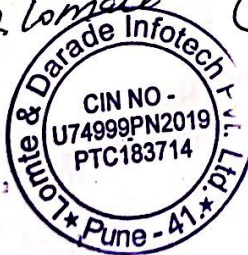
For L & D Infotech Pvt. Ltd.	For Department of Computer Engineering Bharati Vidyapeeth's College of Engineering Lavale
Name: Zinneerah Mirza  (info@lndinfotech.co.in)	Name : Mrs.Kumkum Bala  Dept. of Computer Engineering Bharati Vidyapeeth's College of Engineering, Lavale, Pune - 412 115. (Bala.Kumkum@bharatividyaapeeth.edu)
Designation :- HR Manager	Designation:- Assistant Professor

Authorized Signatory:

For L & D Infotech Pvt. Ltd.	For Department of Computer Engineering Bharati Vidyapeeth's College of Engineering Lavale
Name: Mr. Santosh A. Darade & Mr. Somnath Lomte Lomte & Darade-Infotech Pvt. Ltd.   (Authorized Signatory) Director	Name : Dr.R.N.Patil  (Authorized Signatory) VC PRINCIPAL BHARATI VIDYAPEETH COLLEGE OF ENGINEERING, LAVALE
Designation :- Directors	Designation: Tal. Mulshi, Dist. Pune, Bharati Vidyapeeth's College of Engineering Lavale Pune

Witness:

1. S. A. Darade - 
2. S. P. Lomte - 



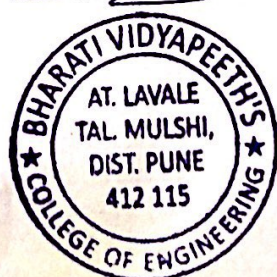
Witness:

1. Prof.U.C.Patkar(H.O.D. Computer)



2. Prof.K.Bala





Validity of MoU

For good value, this MoU Validity is made by and between **L & D Infotech Pvt. Ltd. and Department of Computer Engineering Bharati Vidyapeeth's College of Engineering Lavale**

Whereas a MoU between the parties dated 4th September 2019, and the parties want to continue said MoU; it is agreed that said MoU is valid till Date 3th September 2021. This validity shall be on all other terms and conditions as stated in the original MoU.

This validity of MoU shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives.

Signed under seal this Date: 04th September 2019

First Party: **L & D Infotech Pvt. Ltd.** Shrustri Apartment, Vetel Buwa chowk, Narhe, Pune, Maharashtra 411041

By

Second Party: **Department of Computer Engineering Bharati Vidyapeeth's College of Engineering Lavale** Raut Wadi, Tal. Mulshi, Dist Pune, Maharashtra 412115

By