



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 28<sup>th</sup> day of December, 2019

Between

Mechanical Engineering Department of Bharati Vidyapeeth's College of Engineering, Lavale, Pune, Maharashtra - 412115 (hereinafter referred to as "BVCOEL", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

And

IFS Academy, a registered partnership firm having its principal place of business at Flat No.11, Vishal Heights, 4<sup>th</sup> Floor, Chaphekar Chowk, Walhekarwadi Road, Chinchwadgaon, Pune - 411 033 (hereinafter referred to as "IFSA", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, BVCOEL is among the noteworthy academic institutes of Pune offering Under Graduate programs in Mechanical Engineering, Civil Engineering, Electronics and Telecommunication Engineering and Computer Engineering.

AND WHEREAS, IFSA is a registered Partnership Firm, founded in 2007 with a view to be in technology related to computers and engineering. The Firm has grown to encompass three major areas of business, viz. engineering services and CAD/CAE training.

AND WHERE both BVCOEL and IFSA are desirous of associating with each other in supplementing and integrating their expertise so as to offer a course on "FEA using ANSYS SOFTWARE".

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both BVCOEL and IFSA as under.

### 1.0 Definitions and Interpretation

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between BVCOEL and IFSA on 28<sup>th</sup> day of December, 2019.
- 1.2 "Party" or "Parties" shall mean BVCOEL and IFSA individually and collectively as the context may require;
- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.



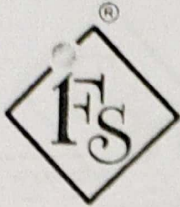
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

## 2.0 The Course

- 2.1. The courses shall be conducted on **Basic FEA course using ANSYS Workbench**. More courses shall be added and conducted with mutual understanding whenever necessary.
- 2.2. The course contents mutually agreed may be subject to change as and when necessary and mutually agreed.
- 2.3. The duration of the course shall be for 40 hours, which may be subject to change with mutual understanding.
- 2.4. The course shall be conducted in timings that do not clash with the teaching timings of the institute.
- 2.5. The course shall include lectures, practical, career guidance and placement assistance from IFSA.
- 2.6. With reference to point 2.5 above the first two activities i.e. lectures and practicals shall be under IFSA. The career guidance & placement assistance from IFSA shall be part of value added activities from IFSA. Placement assistance shall be offered to shortlisted students after completion of the course, considering their academic record and after conducting test and providing grades to the students.
- 2.7. The fee chargeable per student shall be as mentioned in Clause 5.0 below, which may be subject to change with mutual understanding.
- 2.8. The number of students per batch shall be from **25 or more**, which may be subject to change with mutual understanding.
- 2.9. The number of batches and the timings will be decided with mutual understanding.

## 3.0 Responsibility Structure

- 3.1 **BVCOEL** shall provide the infrastructure of systems, LCD projector and ANSYS licenses.
- 3.2 **IFSA** shall be responsible for supply of training faculty, administration of course, career guidance and placement assistance.
- 3.3 **BVCOEL** shall create awareness amongst its students for promotion of the course.



#### 4.0 Certification

- 4.1. IFSA certificate will be issued after successful completion of the course.
- 4.2. ANSYS Authorised Certificate shall be optional and students can request for the same by paying extra fees for the same.

#### 5.0 Fees Structure, Revenue Sharing & Payment Terms

##### 5.1 Fees Structure (Including G.S.T):

Minimum batch size of 25 students is mandatory

If the number of students is 25 or more:

For Basic FEA course using ANSYS Workbench:

Fees would be Rs. 2,500/- per student per course

- **ANSYS AUTHORISED CERTIFICATE (Optional)**

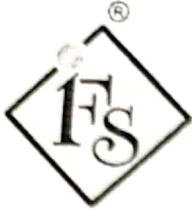
Fees would be Rs. 2,000/- per student per course

##### 5.2 Payment Terms:

BVCOEL shall be responsible for collection of the fees and shall pay the same to IFSA. 100% payment shall be made to IFSA by BVCOEL after successful completion of the training program.

#### 6.0 Relationship

This MOU relates solely to the intention of the parties, wherein BVCOEL and IFSA jointly offer courses on "FEA using ANSYS WORKBENCH SOFTWARE" and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.



**7.0 Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

**8.0 Confidential and Proprietary Information**

- 8.1. "Confidential Information" shall mean all information, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by IFSA, and disclosed by IFSA to BVCOEL or its faculty which is related to IFSA information such as course material, training data, guidance notes, procedures, methodology, etc.
- 8.2. BVCOEL shall hold in trust and confidence for IFSA all confidential information provided by IFSA, and BVCOEL shall not disclose to any person or use such information for any purpose other than defined in this MOU. BVCOEL shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from IFSA and shall return/destroy all such information at the termination of the contract. By disclosing this information to BVCOEL, IFSA does not grant any expressed, implied or other license or right to BVCOEL to propagate the information.
- 8.3. BVCOEL shall not disclose IFSA confidential information without first obtaining written consent from IFSA.
- 8.4. BVCOEL shall disclose IFSA confidential information only to BVCOEL employees having a legitimate business reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and BVCOEL's obligations hereunder.
- 8.5. BVCOEL shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. BVCOEL shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by IFSA. In the event of any loss, BVCOEL shall notify IFSA immediately.

**9.0 Termination**

1 (one) year from the date of signing of MOU, unless renewed for a further mutually agreed upon period.



#### 10.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

#### 11.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

#### 12.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

#### 13.0 Arbitration

13.1 All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

13.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of BVCOEL and Partner, IFSA or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

13.3 The place of arbitration shall be Pune. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

#### 14.0 Governing Law

The agreement shall be governed by Laws of India.



## 15.0 Notices

- 15.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

### In the case of notices to IFSA:

IFS Academy,  
Flat No. 11, Vishal Heights,  
4<sup>th</sup> Floor, Chaphekar Chowk,  
Opposite P.N. Gadgil Jewellers,  
Chinchwadgaon, Pune - 411 033  
Phone: +91-20-2543 0338  
E-mail Id: [vikram@ifsacademy.org](mailto:vikram@ifsacademy.org)

For attention of: Mr. Vikram Jadhav

### In the case of notices to BVCOEL:

Bharati Vidyapeeth's College of Engineering  
Raut wadi, Taluka Mulshi, Lavale,  
District Pune - 412 115.  
Phone: +91-20-2029 1357  
E-mail Id: [coelpune@bharatividyaapeeth.edu](mailto:coelpune@bharatividyaapeeth.edu)  
For attention of: The Principal

- 15.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

## 16.0 Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.



### 17.0 Waiver

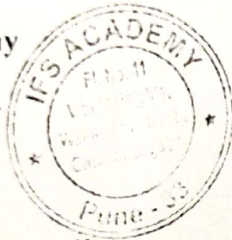
The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

### 18.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 28<sup>th</sup> day of December 2019.

For IFS Academy

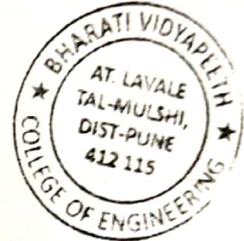


Name: Mr. Vikram Jadhav  
Title: Partner

For Bharati Vidyapeeth's College of Engineering, Lavale

Name: Dr. R.N. Patil  
Title: Principal

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



Witness: Prof. Sagar P. Dhamone  
MoU Coordinator &  
Assistant Professor  
Mechanical Engineering Department

Witness: Prof. Sunilkumar R. Patil  
Assistant Professor and Head  
Mechanical Engineering Department