MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Bharati Vidyapeeth's College of Engineering, Lavale, Pune

&

eMaestro Technologies Pvt. Ltd. , Pune

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **25th -February - 2019**

BETWEEN

Bharati Vidyapeeth's College of Engineering, Lavale, Near Pirangut, Pune, PIN - 412 115 the First Party represented herein by its **Prof. Dr. R.N. Patil** (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

eMaestro Technologies Pvt.Ltd., Pune, 203/Rsquare, Warje, Pune 411058 and represented herein by its Zonal / Divisional Head, **Mrs.Sumedha Kedar Sahasrabudhe**, (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) Bharati Vidyapeeth's College of Engineering, Lavale, Pune

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 interest;.

E) **eMaestro Technologies Pvt.Ltd., Pune,** the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **IT Skills, Embedded Systems, IOT, Analytics, Industrial Automation & MES** and related fields.

F) **eMaestro Technologies Pvt. Ltd., Pune,** the Second Party is promoted by **Mrs. Sumedha Kedar Sahasrabudhe**; Address: 203, R-Square, Warje Highway, Pune 411058. eMaestro Technologies is a startup working on innovative and cost-effective solutions to digitally enable manufacturing and agriculture assets to maximize returns on the investments. The company is working with leading OEM manufacturers for Industry 4 solutions.

G) eMaestro Technologies is a startup founded in 2018, working in manufacturing and agricultural sectors. It is working with leading OEM manufacturers like CNHi, MESTech etc. to build solutions on Internet of Things (IOT) technologies, Manufacturing analytics. In agriculture sector, the company is working on improving visibility to water reserves. The company intends to provide industry experience to students in order to bridge skill gap and make students employable.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, 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.

CLAUSE 2 SCOPE OF THE MoU

2.1 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.

2.2 **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.

2.3 **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.

2.4 **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.

2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **IT Skills, Embedded Systems, IOT, Industrial Automation, Analytics & Manufacturing Execution system (MES)**

2.6 **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.

2.7 **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.

2.8 **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.

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

2.10 There is no financial commitment on the part of the **Bharati Vidyapeeth's 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

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 **eMaestro Technologies Pvt.Ltd., Pune,** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **eMaestro Technologies Pvt.Ltd., Pune.** 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.

Bharati Vidyapeeth's College of Engineering, Lavale, Pune	**eMaestro Technologies Pvt. Ltd., Pune**

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.**

AGREED:

For
Bharati Vidyapeeth's
College of Engineering, Lavale, Pune

Authorized Signatory
Dr. R. N. Patil
I/C PRINCIPAL
BHARATI VIDYAPEETH'S
COLLEGE OF ENGINEERING, LAVALE

For
eMaestro Technologies
Pvt.Ltd., Pune

Authorized Signatory
e-Maestro Technologies
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Witness1: Prof.U.C.Patkar

Witness2: Prof.P.M.Kadam

Witness3: Kedar Sahasrabudhe

Witness4: Kushal Upadhyay