

Memorandum of Understanding (MoU)

2019-2020

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Institution: SVKM's Institute of Technology, Dhule
Institute Head: Dr. Nilesh P. Salunke

Lead PI: 1. Dr. Shrikant B. Randhavane, HOD, Civil Engineering

MEMORANDUM OF UNDERSTANDING

BETWEEN

PIYUSH LIFE SPACES PVT LTD, DHULE

SVKM'S INSTITUTE OF TECHNOLOGY, DHULE

This Memorandum of Understanding (MOU) is entered into as of 12/02/2019, by SVKM's Institute of Technology, Dhule and Piyush Life Spaces Pvt Ltd, Dhule.

The partners have entered into this MOU because they:

Recognize the mutual interest in the field of education research, training, placement and development of students and faculty and dissemination of knowledge and also recognize the importance of Govt of India's role in promoting technical institute collaboration and increased contribution to social development of the country

The MOU will enable the parties to:

Foster research collaboration between SVKM's Institute of Technology, Dhule and Piyush Life Spaces Pvt Ltd, Dhule. Strengthen the innovative capacities of engineering students and faculty. The parties hereby agree to establish collaboration according to terms and condition set out in the articles following hereunder.

ARTICLE I: BACKGROUND:

Industry-Institute research collaboration have a long tradition and have brought forward excellent result for both sides as well as for society at large. For companies in order to stay competitive and profitable access to research facilities, human resources and new ideas are important. By teaming up with institute these needs can be met. On the other hand, industries are gaining reputation by their ability to attract businesses interested in accessing their knowledge, talent, as well as their physical research infrastructure. Thus, cross-fertilizing research relationships between institutes and companies enable both entities to sustain growth in their areas.

ARTICLE II: SCOPE OF COLLABORATION:

The general purpose of this MOU to facilitate training and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

1. Joint training and research activities for engineering students and faculty
2. Exchange of visiting expert for the purpose of internship, training, seminar, workshop and research.
3. Discussion for the exchange of facilities and equipment's for collaborative of independent research based on the policies of the both entities.
4. Hands on training on latest technology
5. Extend invitations for attending scholarly and technical meetings as well as national and international conferences.

6. Assistance for the placement activities in the civil engineering

ARTICLE III: THE AGREEMENT:

1. At SVKM's Institute of Technology, Dhule this MOU will be administrated by Dr. Nilesh P. Salunke (Institution Head and Lead PI Representative) and Piyush Life Spaces Pvt Ltd, Dhule, this MOU will be administrated by Mr.Sanjay Desale (Director).
2. This MOU may also involve parties by mutual consent, which may be added later by written addendum to this MOU.
3. The parties may enter into specific writer agreement under authority of this MOU to clarify and define the nature, extend and terms of operation for the proposed collaboration, including intellectual properties ownership and funding issues

ARTICLE IV: GENARAL TERMS:

1. This MOU is not intended to, and does not create any rights, benefits, or trust responsibility substantive or procedural, enforceable at law or equity, by either party its officers, employees or agents against the other party.
2. The activities of this MOU must be carried out in accordance with appropriate laws and regulation extending in the India.

SVKM's Institute of Technology, Dhule

Piyush Life Spaces Pvt Ltd, Dhule

Dr. Nilesh P. Salunke (Principal)

Mr.Sanjay Desale (Director).

PIYUSH Lifespaces Pvt. Ltd.

Signature

Signature

SVKM's Institute of Technology, Dhule

Date: Feb 12, 2019

Managing Director

Date: Feb 12, 2019

Official Stamp

Official Stamp

Witnessed by:

1) Signature:

Name: Dr. Shrikant Bhausaheb Randhavane

Date:



SHREE VILE PARLE KELAVANI MANDAL'S
Institute of Technology, Dhule

Approved by AICTE | Affiliated to DBATU

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



SHRI VILE PARLE KELAVANI MANDAL'S
Institute of Technology, Dhule

Approved by AICTE | Affiliated to DBATU

**Shri Vile Parle Kelavani Mandal's
INSTITUTE OF TECHNOLOGY, DHULE**

&



**A. R. S. ENERGY AUDITORS,
Virar, Maharashtra, India.**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this day, **September 14th 2019** by and between

Shri Vile Parle Kelavani Mandal's Institute of Technology, represented herein by **Dr. Nilesh Salunke**, hereafter referred to as "**First Party**"

AND

A. R. S. Energy Auditors, Virar, Maharashtra, and represented herein by its **Mr. Sachin Deshpande**, hereafter referred to as "**Second Party**"

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party').

CLAUSE 1

COOPERATION AMONG BOTH THE PARTIES

WHEREAS:

A. First Party is a Higher Educational Institution named:

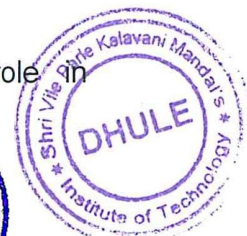
Shri Vile Parle Kelavani Mandal's Institute of Technology, Dhule.

B. **A. R. S. Energy Auditors**, the Second Party, are BEE Accredited Energy Auditors Firm, Class – A Energy Auditors empaneled with MEDA, GEDA and related fields.

C. First Party & Second Party believe that collaboration and co-operation between Industry and Academia will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

D. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Project Work, Knowledge Exchange and Research.

E. 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.

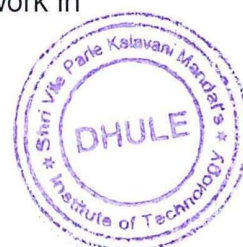
F. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

CLAUSE 2

SCOPE OF THE MOU

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

1. Both Parties shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings.
2. 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.
3. **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and help to suitably customize the curriculum and add-on courses, considering the DBATU syllabi and AICTE guidelines, so that the students fit into the industrial scenario meaningfully.
4. **Industrial Training/Visits/Projects:** The Second Party to permit the Faculty and Students of the First Party to involve in Industrial Projects. 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/ Other resources for the hands-on training of the learners enrolled with the First Party.
5. **Research and Development:** Both the parties agree to carry out research work in a collaborative manner in the field of **Energy Audit & Efficiency**.



6. Both the parties can explore the possibility of any other initiative to be taken for the mutual benefit, as and when time presents an opportunity.

CLAUSE 3

VALIDITY

- 3.1 This agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 3.2 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 4

RELATIONSHIP BETWEEN THE PARTIES

- 4.1 It is 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 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

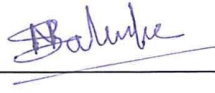

Second Party

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 **Dhule**.

AGREED:



For Shri Vile Parle Kelavani Mandal's
Institute of Technology



Authorized Signatory

For ARS Energy Auditors



Authorized Signatory

<p>Shri Vile Parle Kelavani Mandal's Institute of Technology (SVKM's IOT, Dhule)</p> <p>Survey No. 499, Plot No. 02, Behind Gurudwara, Mumbai Agra National Highway, Dhule – 424001. Office Phone: 02562-297801 / 297601 Mob: +91 Email: iotdhule@svkm.ac.in Website: https://www.svkm-iot.ac.in</p>	<p>ARS Energy Auditors, Virar, Mumbai</p> <p>B/303, Arjun Plaza CHS, Opposite To Dominos, Near Old Viva College, Virar (West)-401303, Maharashtra India. Phone: 75071 84478 Email: sachin@arsenergyauditors.com sachin.ameya@gmail.com Website: https://www.arsenergyauditors.com</p>
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Witness 1:
Dr. Hitesh Thakare.
Associate Professor,
Dept. of Mech. Engg.



Witness 2:
Mr. Mohammed. Fameduddin
Assistant Professor
Dept of Mechanical Engg.



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



**MAHARASHTRA CENTER FOR ENTREPRENEURSHIP
DEVELOPMENT, (MCED)**
(AN AUTONOMOUS SOCIETY WORKING UNDER
DIRECTORATE OF INDUSTRIES, GOVERNMENT OF MAHARASHTRA)
C/O DIC OFFICE, JAMANAGIRI ROAD FASHE PUL , DHULE

&



**SHRI VILE PARLE KELVANI MANDAL
INSTITUTE OF TECHNOLOGY, DHULE**

FOR

ENTREPRENEURSHIP CELL TRAININGS & RESEARCH

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 04th day of Oct 2019, for organizing the entrepreneurship development activities by and between

MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT, C/o.DIC, Jamnagiri Road, represented herein by its **Project Officer** (hereinafter referred as 'MCED', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

SVKM Institute of Technology the **Second Party**, and represented herein by its **Principal**, (hereinafter referred to as "Second Party", organization 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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
MAHARASHTRA CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT
- B) MCED & **SVKM** 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 Entrepreneurship Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **SVKM** the Second Party is an educational institution belonging to the people, working for the people and being administered by the people.
- F) **SVKM** the Second Party is promoted by **Shri Vile Parle Kelvani Mandal**
- G) **SVKM** head office is situated at **Dhule** Head office administers in all ----- branches from Dhule districts of Maharashtra. The Governing authorities function for all the branches from this office. The Management of the Sanstha has started _____ regional offices for speedy and smooth functioning.



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 entrepreneurial mindset which help student to decided entrepreneurship as a career choice keeping in mind the needs of the educational institute, 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 economic development of the country through establishing enterprises. 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:** First Party will give valuable inputs to the Second Party in designing teaching / training methodology and suitably customize the curriculum so that the students fit into the current entrepreneurial scenario meaningfully.
- 2.3 **Entrepreneurship Training & Visits:** Entrepreneurship training followed by



industry visits will give an insight in to the latest developments / requirements of startups / enterprise setup. The entrepreneurship 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 entrepreneurial career. The Second Party will provide its Labs & training halls 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 **Entrepreneurship** under society colleges/institute.
- 2.5 **Entrepreneurship Development Programs:** First Party to conduct training programme for the students of Second Party on entrepreneurship development in order to disseminate the information and make students attitude to go for entrepreneurship as a career choice.
- 2.6 **Entrepreneurship Awareness Programme:** First Party to extend the necessary support to conduct entrepreneurship awareness programme to the students of the Second Party on emerging trends in entrepreneurship.
- 2.7 **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting training on entrepreneurship development.
- 2.8 **Udyojak Magazine:** Udyojak magazine is one of the tools for cultivating entrepreneurial culture in the society. Second party will help first party for promoting **Udyojak** Magazine at large extent to serve the motto of magazine.
- 2.9 **Post Training support to Trained Students:** First Party will help actively for starting enterprise to the students of second party in terms of Business Plan Preparation, Marketing support, financial support from financial institutions, Design Support, Support for trial production, etc.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.11 There is no financial commitment on the part of the **MCED**, the 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


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 **MCED**, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **SVKM** 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 **MCED** and **SVKM Institute of Technology** 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.


MCED,
First Party
Project Officer
M.C.E.D.

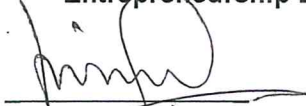

SVKM Institute of Technology
Second Party
Principal
SVKM's Institute of Technology, Dhule

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 **Dhule**.



AGREED:

For **Maharashtra Centre for
Entrepreneurship Development**


Authorized Signatory
**Project Officer
M.C.E.D.**

For **SVKM,Dhule**


Authorized Signatory
Principal
SVKM's Institute of Technology, Dhule



Maharashtra Centre for Entrepreneurship Development (MCED), Dhule	Principal, SVKM Institute of Technology
,C/o.DIC,Jamnagiri Road,Dhule Phone No. (02562) 245072	Survey No.499,Plot No.2, Behind Gurudwara Mumbai Agra Highway Road,Dhule
Contact Details: Mr.Vinod Tupe, Project Officer,MCED, 9049228888	Mr.Yogesh Salunke Principal.
E-mails: dhulepomced@gmail.com	
Web: www.mced.in	Web:www.svkm.ac.in

Witness1:

Witness2:

Memorandum of Understanding (MOU)

Between

SVKM's Institute of Technology, Dhule.

Rubicon Skill Development Pvt. Ltd.

For Training students on Rubicon's Campus to Corporate Program

This Memorandum of Understanding is made at Pune on 09th day of August 2019.

SVKM's Institute of Technology, Dhule. (India) here in after referred to as "THE COLLEGE" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

Rubicon Skill Development Private Limited a Company incorporated and registered under the Companies Act, 2013, having its Corporate office at 801, 8th Floor, Tower 1, World Trade Centre, Pune - 411014, Maharashtra, hereinafter referred to as "Rubicon" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.

1. **Introduction**

THE COLLEGE has decided to partner with RUBICON for the conduct of Tomorrow's Foundation **Connect with Work** Program (hereinafter referred to as "Training Program") at THE COLLEGE.

2. **THE COLLEGE Responsibilities:**

- 2.1. Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Programme.
- 2.2. Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct the Training Program.

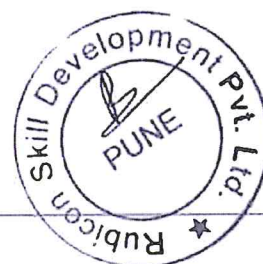


- 2.3. Shall provide all the support services and facilities to **RUBICON** during the conduct of the said Training Program. Adequate power backup through UPS and DG supplies during the training sessions
- 2.4. Shall coordinate with RUBICON and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by RUBICON, as per schedule communicated by RUBICON.
- 2.5. Provide lodging, wherever available, as per the standards of RUBICON for faculty conducting the Training Programme for the total duration of the Training Programme plus two days (one day prior and one day after closure). The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.
- 2.6. Shall share the details of students in a prescribed format to ensure that there is no duplication of beneficiaries
- 2.7. This is a multi-year program to create social impact. The college shall share few details to assess the impact of the program. For e.g. Placement, details of trained students will be required to assess the impact of the program from one year to another year.
- 3. Rubicon Responsibilities:**
- 3.1. Will provide necessary training as per Training Programme requirements and curriculum for delivery as per Annexure I to this MOU
- 3.2. Will provide suitable faculties for the training exclusive for classroom training
- 3.3. Will conduct assessment of its own and also arrange external assessment as required.

4. Other Terms & Conditions:

The following are other terms and conditions of engagement:

- 4.1. Batch Size: The batch size would need to be a min/ max of 35-40.



4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program

4.3. Pre-assessment & Selection: RUBICON may carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with RUBICON.

4.4. Programme schedule:

4.4.1. Training Program scheduled commencement date: 22/08/2019.

4.4.2. Scheduled Completion Date: and will be completed by not later than: 24/08/2019.

4.5. Commercial:

4.5.1. Training Fees: The training Fees is as follows,
Since this is a CSR funded Program there is no fee payable by THE COLLEGE for this Training Program

4.5.2. Payment Terms
Not Applicable

4.6. Certification:

Students who are successful in the assessment conducted by RUBICON shall be awarded a certificate post completion of the training program.

4.7. Term of engagement:

This MoU is valid from the date of sign off by both parties for a period of Two years, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Limitations and Warranties :

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

4.9. Termination:

4.9.1. Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.



- 4.9.2. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programmes, which would be without any hindrance and would be progressed for completion.

General Terms:

- 5.1. Both the parties may receive information proprietary to other party (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 the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies 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 parties for the benefit of others.
- 5.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, titles and interests therein.
- 5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other.
- 5.4. Each party shall be at liberty to terminate this MOU with a written notice period of three (3) month to the other party without any compensation and seeking legal redress.

6. Jurisdiction:

In the event of any litigation, the court of jurisdiction shall be Pune.

7. Indemnification

Both parties agree to indemnify each other and hold the other party 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, as related to the terms of this MoU.

Any claim, compensation, case initiated by any student against Aricent in relation to the Training Program due to any acts or omissions of COLLEGE and/or RUBICON shall be defended and contested by the COLLEGE and RUBICON at their sole expenses and cost keeping Aricent indemnified from the same.

8. Limitation of Liability:

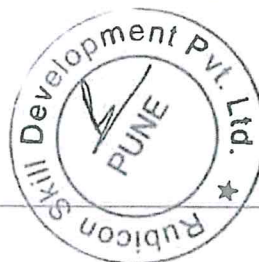
Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

9. Notices:

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

10. Intellectual Property Rights

- 10.1. RUBICON explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the THE COLLEGE has no rights to use the content and mode of delivery for any other purpose.
- 10.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
- 10.3. Upon expiration of this MoU, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.



11. **Force Majeure:**

- 11.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 11.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-

Party of the First Part

For SVKM's Institute of Technology, Dhule.

Stamp of the Party:



Signature of Authorized Signatory:

Name of Authorized Signatory

Dr. Nilesh P. Salunke

Designation :

Principal
Principal
SVKM's Institute of Technology, Dhule

Witness

Signature of Witness

Name of Witness

Dr. Vishal Moyal

Signatory :
Name of Authorised Signatory

:
Designation

Witness

Signature of Witness

Name of the Witness

Pravir Kumar
Chief Executive Officer

Patil
Dipika Patil



Annexure 1

New Hire Training/ Personality Development/ Employability Skills				
Sl. No.	Topic	Methodology	Learning Objective	Duration
1	Expectation setting	Role play	To learn Industry expectations from freshers	1
2	Ice breaking	Introduction	To know more about the trainer & candidates	1
3	Organizational Structure	Case study	To learn Organizational structure	2
4	SWOT Analysis	Free speech	To identify their Strength/Weakness/Opportunities/Threat	2
5	Corporate Jargons	Presentation	To learn most commonly used words in corporates	1
6	Public Speaking	Extempore	To eliminate stage fear	2
7	Presentation Skills	Power Point presentation	To articulate your thoughts through Power point presentation	2
8	E-mail Etiquette	Presentation/Mock E-mails	To learn E-mail writing skills	2
9	Grooming	Presentation/Do's & Don'ts/Role play	Dress to impress/ Proximity/ Personal hygiene/	2
10	Body language	Role play	To learn positive body language	1
11	Telephone Etiquette	Role play/Mock Calls	To handle telephonic round of interview/ To learn call mechanics	2
12	Group Discussion	Group activity	To assess candidates' public speaking skills	2
13	Personal Interview	Mock Interviews	To perform well during interviews	4
				24 hrs.

