

राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.), औरंगाबाद

National Institute of Electronics and Information Technology (NIELIT), Aurangabad

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार

Ministry of Electronics and Information Technology, Government of India

डा. बाबासाहेब अम्बेडकर मराठवाडा विश्वविद्यालय परिसर, औरंगाबाद-431004 (महाराष्ट्र), भारत.

Dr. Babasaheb Ambedkar Marathwada University Campus, AURANGABAD - 431 004 (MS), India.

दूरभाष Phone: 0240-2982021, 2982022. फैक्स Fax: 0240-2982950. वेबसाइट Website: www.nielit.gov.in/aurangabad @AUR_NIELIT @AUR_NIELIT

NIELIT/FSPRIME/RPA/2023/01

Date: 03/05/2023

MEMORANDUM OF AGREEMENT (MoA)

This Memorandum of Agreement (MoA) (hereinafter called the 'Agreement') is made at Aurangabad on this 03rd May 2023 (hereinafter called the 'Effective date')

BETWEEN

National Institute of Electronics & Information Technology (NIELIT) Aurangabad, an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, having its Office at Dr. Babasaheb Ambedkar Marathwada University Campus, Aurangabad - 431 004 and Headquarters at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 hereinafter referred as NIELIT, Aurangabad which expression shall, where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the FIRST PART.

AND

P. E. S. College of Engineering, Nagsenvava, Aurangabad (M.S.) - 431002, hereinafter referred as "P. E. S. College of Engineering" which expression shall where the context so admits or implies includes its heirs, executors, and successor and permitted assignees of the SECOND PART.

(NIELIT Aurangabad and P. E. S. College of Engineering shall herein after collectively be called as "Parties" and individually referred to as "Party").

WHEREAS:

NIELIT, Aurangabad has been imparting training to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT) apart from implementing different projects at the State/Centre Level. It is under the administrative control of MeitY, Govt of India.



P-1/6




भारत सरकार की एक स्वायत्त वैज्ञानिक संस्था

An Autonomous Society under Ministry of Electronics and Information Technology

मुख्यालय : नेशनल इंस्टीट्यूट ऑफ इलेक्ट्रॉनिक्स एंड इन्फॉर्मेशन टेक्नोलॉजी, सेक्टर-8, द्वारका, नई दिल्ली-110 077
HQ: NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area, Sector-8, Dwarka, New Delhi - 110 077

वेबसाइट / Website : www.nielit.gov.in

WHEREAS:

About P. E. S. College of Engineering, Aurangabad.

The People's Education Society, founded by Bharatratna Dr. Babasaheb Ambedkar at Mumbai in 1945, is having a network of numerous educational of higher learning. The PES College of Engineering is located in the historic city of Aurangabad and established in 1994. It is situated in NAGASENVAN, spread over a land of 22 acres. Its aim is to set up a standard in Technical Education so as to provide greater opportunities to aspiring engineers so as to have an overall development of individual as well as of the society.

The intake capacity of the college is 330 and offers Full Time Regular 4 years Undergraduate B. Tech. Courses in Mechanical & Automation Engineering, Civil Engineering, Electrical Engineering, Electronics & Computer Engineering, Computer Science and Engineering, Computer Science & Engineering (Data Science). We also offers Post Graduate M. Tech. Courses in Civil Engineering (Structures), Electrical Power Systems and Computer Science.

As per this MoA executed between NIELIT Aurangabad and P. E. S. College of Engineering will impart training to the beneficiaries in bridge course (80-120 hours) of Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud.

NIELIT Aurangabad will provide the requisite training of P.E.S. College of engineering faculties under Training of Trainers (ToT) in Robotics Process Automation and provide online infrastructure through LMS portal for conducting the bridge course in blended mode.

Term

This agreement shall be effective from 03 May, 2023 and shall remain in force initially for one year extendable up to one year from the effective date of this agreement depending on the status of the project. The term of this Agreement may be extended further on mutually agreed terms for such additional periods as may be mutually agreed upon amongst the Parties.

Objective of the MoA:

To create a re-skilling/ up-skilling ecosystem in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technologies to facilitate continuous skill as well as knowledge enhancement of the IT professionals in line with their aspirations and aptitude in a self-paced digital skill environment.

The Programme would offer a robust online platform hosted on cloud to encourage anytime, anywhere, self-paced learning. The Programme would also seek to tap the untapped potential that emerging technologies bring along by causing a transition from traditional classroom learning methodologies, to an online and blended skilling framework.

Roles and Responsibilities of Each Parties:

NIELIT Aurangabad

- 1) NIELIT Aurangabad is recognized as Knowledge Partner for imparting training in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technology Bridge Courses.
- 2) NIELIT Aurangabad will provide the LMS portal and content of the course for conduction of the training.
- 3) NIELIT Aurangabad will impart training in Robotics Process Automation to P.E.S. College of Engineering faculties under ToT scheme.



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1) **P.E.S. College of Engineering, Aurangabad**

- 2) It is responsibility of Spoke Institute (P.E.S. College of Engineering) to enroll the candidates on the FutureSkills PRIME platform in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technology Bridge Course.
- 3) Spoke Institute (P.E.S. College of Engineering) should make necessary arrangement for the candidates to carryout theory, lab and project work.
- 4) To create awareness about FutureSkills PRIME Programme, the Spoke Institute can use name and logo of MeitY, CDAC/NIELIT, NASSCOM & FutureSkills PRIME in their promotional content with due endorsement from NIELIT Aurangabad.
- 5) P. E. S. College of Engineering is responsible to extend all support to the participants towards entire lifecycle of their involvement in the bridge course program.
- 6) P.E.S. College of Engineering will arrange for all infrastructure requirements including Computer Lab and Faculty for running an institute and will be responsible for completing the training modules as provided by NIELIT Aurangabad.

The Blended Learning courses in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technology envisage that Bridge Courses would be conducted by P.E.S. College of Engineering as per syllabus provided by Lead Resource Centres (NIELIT/CDAC Centers). Any other Bridge Courses introduced in future will be communicated to the P.E.S. College of Engineering.

1. **Infrastructure required for Conducting the Training Program**

While Conducting the Training Program the Institute must assure the followings. This is an indicative list; it may vary with actual.

i. **Infrastructure –**

Hardware:

- a) Minimum 20 number of Computer (1:1) with following specifications, i5/i7, 8 GB RAM, 2TB SATA, Windows 8 and above
- b) Internet Connectivity: Good & stable internet connectivity
- c) Projector
- d) Webcam, Speaker
- e) Printer & Scanner

2. **Training fees (payable by the participants):**

The course fees of bridge course are Rs 4000/- (inclusive of GST) for RPA, IoT and 3D Printing/Additive Manufacturing. And Rs 1,000 for SMAC.

3. **Details of Incentives / Financial Assistance to the participants:**

Incentive for Bridge Course: Those candidates with internship who are placed or possess offer letter are eligible for 50% refund of the course fees through DBT after successful completion of the course & certification. Assessment will be done by NIELIT/CDAC after successfully completing the blended mode training being provided through LMS Portal. The maximum ceiling of incentive per course limited to Rs 3000/- or 50% of the course whichever is less. This is applicable till the scheme is valid.

4. **Amount Payable to P.E.S. College of Engineering by NIELIT Aurangabad:**

70% of the fees received by NIELIT Aurangabad from the students will be paid to P.E.S. College of Engineering.



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5. **Training Location:**

The training will be in online/offline/blended learning mode at respective colleges/residents. Students will be allowed to use the LMS portal created for the Bridge Course training after successful registration in the NASSCOM portal.

6. **The eligible beneficiaries for FutureSkills PRIME Programme:-**

- i) Fresh Recruits (who have been offered employment) but are yet to take up a job
- j) Students who are selected for Internship & Apprenticeship roles in IT/ ITeS are also expected to derive great value from the programme, incentives will only be paid on production of job offer letter.
- ii) IT employees in IT firms and non-IT firms (Non-IT employees aspiring to use new and emerging technologies in their respective domains).
- iii) Further, the programme would also aim to re-skill/ up-skill employees whose skills for a particular job have become outdated and may no longer be employed.
- iv) Central Govt. & State Govt. Employees including employees of PSUs & Autonomous bodies (Govt. Employees) would also benefit from the platform

7. **Assessment and Certification:**

After successful completion of the Bridge course, candidates are required to take the Bridge Course Assessment. Issuance of final certificate is subject to successfully passing the examination.

8. **Registration of Students:**

- a. Candidates can register / enroll for the bridge courses at www.futureskillsprime.in.
- b. Admission of a candidate will be confirmed only after successful registration is done through the www.futureskillsprime.in.
- c. Eligibility Criteria: Bachelor's Degree in Engineering / Technology / Statistics / Mathematics / Computer Science with 0-6 months of full-time experience OR Diploma (Computer Science / IT) with 2- 3 years of full-time experience. The full-time experience would include work, internship and apprenticeship undertaken post completion of regular graduation.
- d. The candidate should submit necessary required documents like Aadhar Card & PAN Card/ Voter ID/ Passport/ Driving License along with the application form.

9. At least five faculties of P.E.S. College of Engineering need to complete the ToT (Training of Trainers). ToT will be provided by NIELIT Aurangabad that includes assessment. No training charge will be taken by NIELIT Aurangabad.

10. **Termination**

10.1 This agreement shall be effective from the date of execution and shall remain in force initially for one year with the effective date 03 May, 2023, unless terminated in accordance with the relevant provisions of this agreement. The term of this agreement may be extended for such additional periods on mutually agreed terms between the parties

10.2 That the agreement shall stand immediately terminated if any of the party becomes insolvent, makes a general assignment to the benefit of creditors, suffers or permits the appointment of a receiver or is subject to any proceeding under any bankruptcy law, or has wound up or liquidated.

10.3 That any termination of this agreement, by whatsoever reason, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any



provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

10.4 Notwithstanding anything contained in contrary, this agreement can be terminated by either party by giving a six months' notice in writing in advance to the other party to this agreement.

11. Communication

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to their registered address and such a communication sent by e-mail, tele-fax, registered mail shall be deemed to be sufficient.

12. Confidentiality

12.1 The Parties hereto shall at all times maintain and keep all information secret and confidential and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of either Party in that behalf. However, NIELIT Aurangabad reserves the right to call for any information from P.E.S. College of Engineering in respect of this agreement.

12.2 Any matter relating to Right to Information act in respect of this training programme will be dealt with by P.E.S. College of Engineering /NIELIT Aurangabad depending on the information sought and the area of jurisdiction.

12.3 Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

13. Force Majeure:

Should either party be prevented from performing any of its obligations under this proposal for reasons of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, assumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligations for a continuous period of 30 days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

14. Intellectual Property and Ownership:

NIELIT Aurangabad will have exclusive intellectual property rights relating to any assignment under this proposal.

15. Arbitration:

All disputes arising out of this contract shall be settled amicably by NIELIT Aurangabad and the P.E.S. College of Engineering. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed as per the provisions of Arbitration and Conciliations Act, 1996 or any of its statutory modifications or enhancements thereof for the time being in force. The decision of the Arbitrator shall be final and binding.

16. Other Terms and Conditions:

The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations.



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16.1. The engagement is on a principal-to-principal basis and no party shall hold each other as agent and or principal of the other for any liability.


16.2. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.

16.3. In no event shall both the parties will be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

For the implementation & co-ordination of this project, Shri Dr. R. G. Pungle on behalf of P. E. S. College of Engineering and on behalf of NIELIT Aurangabad, Mr. Sasi Kumar Gera, Scientist-E and Dr. Lakshman Korra, Scientist - D will be will be resource persons..

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seals the day, month and year above written.

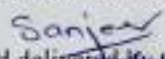
Signed, sealed and delivered by the Dr. A. P. Wadekar, Principal
for and on behalf of P.E.S. College of Engineering, Aurangabad (M.S.)- 431002
in the presence of:


Principal
P.E.S. College of Engineering
Aurangabad.

WITNESSES

1 Dr. R.G. Pungle, Head Dept. of Mech. & Automation Engineering, PES college of Engg.

2 Dr. S. K. Undirwade, Professor Dept. of Mech. & Automation Engineering, PES college of Engg.


Signed, sealed and delivered by the Executive Director
of National Institute of Electronics & Information Technology (NIELIT) Aurangabad Centre
For and on behalf of NIELIT, Aurangabad, in the presence of:

NIELIT, Aurangabad.

WITNESSES

1. SASI KUMAR GERA, Dean Academy

2. Dr. Lakshman Korra





PEOPLE'S EDUCATION SOCIETY'S (MUMBAI)
P. E. S. COLLEGE OF ENGINEERING
Panchakki Road, Nagsenvana, Aurangabad - 431 002 (M.S.)

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NAAC - ACCREDITED "B+" GRADE

FOUNDER : BODHISATVA BHARAT RATNA DR. BABASAHEB AMBEDKAR
M.A., Ph.D., D.Sc. (London), LL.D. (Columbia), D.Litt. (Osmania), Barrister-at-Law

CHAIRMAN
DR. S. P. GAIKWAD
G.C.A.M.

SECRETARY

PRINCIPAL
DR. ABHIJEET P. WADEKAR
Ph.D. (Civil Structure)

Ref.No. : PESCOE / office / 20 22-2023 / 1488

Date : 19/04/2023

AGREEMENT FOR MENTORING BRIDGE COURSES

This agreement entered into on 20/04/2023 between **NIELIT CALICUT** (a unit of **NIELIT New Delhi**, an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India), P.B. No.5, NIT Campus P.O., Calicut - 673 601, Kerala (hereinafter referred to as "**Lead Resource Centre (3D Printing/Additive Manufacturing)**") which term and expression shall mean and include its successors and assignees) represented by its **Director** on the **FIRST PART**:

AND

M/s. P. E. S. College of Engineering, Chhatrapati Smabhajinagar (M.S.) - 431002, (hereinafter referred to as "**Spoke (3D Printing/Additive Manufacturing)**") which expression shall include its successors and assignees) and represented by its Centre Head on the **SECOND PART**

WHEREAS the Ministry of Electronics and Information Technology ("MeitY") had approved the programme, FutureSkills PRIME(FSP) vide administrative approval File. No. 14011/21/2017-HRD (Vol. II) dated 24th December 2019 ("Administrative Approval") in Annexure as annexed -II to this Agreement. Further, the Administrative Approval was amended vide Letter No. L-14011/21/2017-HRD(Vol. II) dated 23rd March 2020 as annexed in Annexure-III to this Agreement wherein lead/co-lead resource centres in 10 identified emerging technologies were identified to the institutionalization of blended learning mechanism in hub and spoke mode.

WHEREAS the FutureSkills PRIME-Programme for Re-skilling/ Up-skilling of IT Manpower for Employability' (hereinafter referred to as the "Programme") has been approved as a Central Sector Scheme under the "Champion Services Sector Scheme (CSSS)" of the Department of Commerce, Ministry of Commerce and Industry, India, to be implemented jointly by the Key Implementing Agency, PMU and the Lead Resource Centre.

WHEREAS **NIELIT CALICUT**, a unit of **NIELIT New Delhi**, an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India for Education, Training, R&D and Consultancy in IT and Electronics and is interested in having an association with **SECOND PART**, for jointly implementing the Future Skills prime Programme in 3D Printing/Additive Manufacturing in hub and spoke mode.

Now it is hereby agreed by and between the two parties hereto as follows:

SCOPE: Spoke (3D Printing/Additive Manufacturing) will mentor the every single Student getting enrolled for the Bridge Course, he/she shall be assigned a mentor from the Lead Resource Centre (3D Printing/Additive Manufacturing). The mentor shall be responsible to hand-hold the candidate through doubt clearance channels like forums/chatbox/email IDs etc.





1. OBLIGATION OF Spoke (3D Printing/Additive Manufacturing):

1.1. Bridge course in Introduction to 3D printing and CAD Modeling

- 1.1.1. Spoke (3D Printing/Additive Manufacturing) shall nominate a "mentor". The contact details of the mentor shall be conveyed to Lead Resource Centre (3D Printing/Additive Manufacturing).
- 1.1.2. Spoke (3D Printing/Additive Manufacturing) shall conduct the Theoretical Learning i.e. the hand-holding may include doubt clearance, support sessions, reference material allocation, suggestion etc.
- 1.1.3. Spoke (3D Printing/Additive Manufacturing) shall conduct the Practical Learning i.e. the mentor is expected to guide, supervise and monitor the mentee towards successful completion of assigned project activities/Case studies etc.
- 1.1.4. Spoke (3D Printing/Additive Manufacturing) may manage the technical concerns raised by students from time to time in co-ordination with subject level experts, faculties, course co-coordinator etc. in order to achieve a holistic outcome as envisaged by the learners.
- 1.1.5. Spoke (3D Printing/Additive Manufacturing) shall conduct the Bedrock Session. Bedrock Session aims to act as a foundation learning session conducted for fresher students to brush-up their basic knowledge, skills, competencies for the specific modality/subject/module. Subjected to technology specific requirements, the component is required to be incorporated under course structuring and delivery. The session can provide an introductory insight on the following concerns:
Pre-required skills set for the Course/specific modules
 - ☐ Brief overview of basic concepts
 - ☐ Recommendations/references/links/redirections for strengthening the basic knowledge

The session may be undertaken for a group of courses with similar nature and requirements upon the prudence of course conducting bodies. Frequent scheduling of Bedrock session is critical owing to its relevance in module specific understanding for learners.
- 1.1.6. Spoke (3D Printing/Additive Manufacturing) shall conduct the Virtual Instructor Led Sessions. It is a virtualization of Physical face-to-face classroom sessions as defined in the course curriculum.
The pedagogy may be implemented by considering the following:
 - ☐ Definition of batches/no. of participants/learning stage analysis
 - ☐ Pre-scheduling with prior intimation to learners
 - ☐ Frequency may be considered to be bi-monthly/monthly
 - ☐ Mode of conduction may include LMS add-on features, VCs, live streaming etc.
- 1.1.7. Spoke (3D Printing/Additive Manufacturing) shall conduct Hands-on through Physical/Virtual laboratory
- 1.1.8. Spoke (3D Printing/Additive Manufacturing) shall intimate to Lead Resource Centre (3D Printing/Additive Manufacturing) on completion of individual candidate.

2. OBLIGATION OF Lead Resource Centre (3D Printing/Additive Manufacturing):

2.1. Bridge courses in FS Prime 3DPAM stream



- 2.1.1. Lead Resource Centre (3D Printing/Additive Manufacturing) shall be responsible for the Content creation (narration, audio, storyline) & course creation in LMS
- 2.1.2. Lead Resource Centre (3D Printing/Additive Manufacturing) shall be responsible for the content server configuration, Platform integration and Maintenance
- 2.1.3. Lead Resource Centre (3D Printing/Additive Manufacturing) shall be responsible for the co-lead/spoke on boarding in the LMS and creation of user credentials to the mentor details communicated by the Spoke (3D Printing/Additive Manufacturing) for accessing the LMS.
- 2.1.4. Lead Resource Centre (3D Printing/Additive Manufacturing) shall be responsible for the Intimation/regular communications to candidate/co leads/spoke on selection of a candidate for the bridge program.
- 2.1.5. Lead Resource Centre (3D Printing/Additive Manufacturing) shall be responsible for conducting the Orientation session.
Orientation session serves as the foundation for a Program success. The following topics can be covered during the session:
- ☐ Introduction to Blended Learning Ecosystem
 - ☐ Content Provider Introduction
 - ☐ Course overview and curriculum
 - ☐ Technology highlights and applications
 - ☐ Code of Conduct
 - ☐ General protocols/rules and regulations
 - ☐ Address by course coordinator(s), mentor(s), faculties etc.
 - ☐ Peer-interaction
 - ☐ Future prospects
- 2.1.6. Lead Resource Centre (3D Printing/Additive Manufacturing) shall be responsible for conducting the Expert talks. Expert Interaction session is the core essence of the Blended Component for the Bridge course. The Students may be herein provided an opportunity to listen to and interact with like-minded experts in the specific domain and perceive a sense of confidence and realization. The session may be also oriented towards job opportunities/entrepreneurships/start-ups etc
- 2.1.7. Lead Resource Centre (3D Printing/Additive Manufacturing) shall be responsible for conducting the Feedback sessions & Issue of completion certificate to the candidate.

3. PAYMENT TERMS

- 3.1. Spoke (3D Printing/Additive Manufacturing)'s share of Fee for the Course will be to the tune of 60% of the course fee received as reimbursement from NASSCOM (exclusive of GST)
- 3.2. Payment shall be made within 30 days of receipt of course fee share from NASSCOM to the Lead Resource Centre (3D Printing/Additive Manufacturing).

4. RENEWING THE AGREEMENT

This agreement shall come into force when duly signed by the representatives of both the parties and shall be valid for a period of **One Year**. On the expiry of **One year**, parties hereto shall be entitled to renew by mutual consent on such terms as may be then agreed upon. If not renewed, **Spoke (3D Printing/Additive Manufacturing)** shall be entitled to stop conducting **mentoring of candidates** in this scheme. Before such action, both the parties shall ensure that the candidates already started are fully completed, examination conducted and certificates issued. This agreement shall not be terminated until successful completion of any pending course.

BREACH OF TERMS OF THIS AGREEMENT

If either party commits any breach of the terms of this agreement, the other party may bring the fact of breach to the notice of the former and the former shall immediately take steps to rectify the breach and in case if he fails to do so and the breach continues for a period of **One Month**, the aggrieved party may treat this agreement as repudiated by the other party and forthwith serve a notice of termination the aggrieved party will have the right to claim from the other party the damages in respect of losses already sustained by him for the unexpired period of the agreement on account of such termination of the agreement. The agreement will automatically be terminated in **One month** after the receipt of such notice, subject to the liability and arbitration clause.

In case of any such termination of this agreement, in the middle of a course, which has already been started, both the parties should take sufficient steps so as to complete the course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the courses already started are fully completed, examination conducted and certificates issued.

5. JURISDICTION

This Agreement shall be governed by the Laws of Indian Union in force. Both the parties here in agree that all disputes between them shall be subject to the jurisdiction of courts in **Kozhikode** district of Kerala State.

6. ARBITRATION OR MEDIATION

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties mutually.

In case of termination of this agreement, in the middle of a course, which has already been started, both the parties should take sufficient steps so as to complete the course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, **Spoke (3D Printing/Additive Manufacturing)** shall stop the technical support without any further delay, but both the parties shall ensure that the courses already started are fully completed, examination conducted and certificates issued.

7. MODIFICATIONS

The modifications in the Agreement can be done with the mutual consent of both the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate on the day and the year first above written.

For Spoke
(3D Printing/Additive Manufacturing)

Authorized signatory :
Dr Abhijeet P. Wadekar
Principal

WITNESSED BY:

Dr. Ramesh C. Pungle
HEAD OF DEPARTMENT
Mechanical Engineering
PES College of Engineering
Karanataka

For Lead Resource Centre
(3D Printing/Additive Manufacturing)

Director :

WITNESSED BY:

(Sasidharan PT, S/E 'F')

MEMORANDUM OF UNDERSTANDING (MOU) between PES COLLEGE OF ENGINEERING

And

GIENET

This is an agreement between 'Party A', hereinafter called PES COLLEGE OF ENGINEERING AURANGABAD and 'Party B', hereinafter called GIENET (Global Innovators and Entrepreneurs Network).

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the operation of the Incubation Center at PES College of Engineering.

In particular, this MOU is intended to define the guiding principal for the operational responsibilities of each party mentioned in the MOU for success of the Incubation Center jointly established at PES College of Engineering by GIENET.

II. BACKGROUND

The People's Education Society (Mumbai), was founded by the great visionary Bodhisattva Bharatratna Dr. Babasaheb Ambedkar, in Mumbai in the year 1945, established its Engineering College at Aurangabad (M.S) in the year 1994, followed by Polytechnic College at Aurangabad. With the objective of "not merely to give education, but to give education in such manner as to promote intellectual, moral and social democracy. This is what modern India needs and this is what all well-wishers of India must promote". It owns the infrastructure and maintenance of the facility.

GIENET (Global Innovators & Entrepreneurs Network), a global program connecting Entrepreneurs and Innovators around the globe. GIENET is an excellent echo system for entrepreneurs around the World. GIENET is Not for Profit Platform. It all got started with

GIENET Incubation Facility
2nd Floor, I-Space IT Park
Mumbai-Bangalore Highway,
Bavdhan, Pune-411021, MH, India

✆ +91-20-65239111
✉ info@scoutgroup.co.in
🌐 www.scoutgroup.co.in

SCOUT GROUP OF COMPANIES

SCOUT EDUtech

mentoring aspiring Entrepreneurs; eventually we felt the need of digital platform to automate the processes and scale up the system around the world.

Both parties partnered together to establish a facility at PES College of Engineering Aurangabad to provide state of the art facility and services to strive for a common objective to create an self-sustaining entrepreneurship environment operating under GIENET umbrella.

Both parties under this Memorandum of Understanding recognize that eligible tenants (entrepreneurs) who have low on their business understanding and are unique in terms of their assets, motivation, goals, backgrounds, and needs. As such, the parties acknowledge the following:

- Eligible tenants shall be members of the GIENET community with all the rights, privileges, and opportunities afforded the greater community.
- Eligible tenants have a right to privacy and the right to determine for them matters affecting their initiatives.
- Eligible tenants need to have input in determining the supportive services that will help them function independently.

Both parties have overall responsibility for providing exemplary services, creating a corpus to provide financial assistance, maintaining and operating world class facility to fuel entrepreneurship. Specific tasks related to implementing the permanent supportive environment include, but are not limited to:

- Enter and maintains a Memorandum of Understanding with a various Agency/Partners such as Industrial Bodies, Individual mentors, Government Agencies, Financial agencies and more for the success of the tenants of the facility.
- Develop working relationships with the Lead Agency, Referring/Service Partner(s), and other members of the local services community.
- Initially create and operate corpus by working with government and private agencies to avail the financial assistance for tenants.
- Negotiate reasonable for extending the services and facilities to the tenants.
- Implement and maintain a communications plan between Management, Lead Agency and Referring/Service Partner(s) that will accommodate turnover and assure continuing linkages for the period of engagement.
- Maintain a commercial structure for Targeted and affordable for Tenants.
- Affirmatively market to eligible Tenants and maintain a record of those efforts.

III. [PARTY A] RESPONSIBILITIES UNDER THIS MOU

2. *GIENET Incubation Facility*

2nd Floor, I-Space IT Park
Mumbai-Bangalore Highway,
Bavdhan, Pune-411021, MH, India

☎ +91 20-65239111
✉ info@scoutgroup.co.in
🌐 www.scoutgroup.co.in

SCOUT GROUP OF COMPANIES

- Develop and Maintain Infrastructure – Physical Space, Furniture, Electrical and Electronic assets such as Printer/Scanner/Copier, routers, LCD Displays, Projectors, CCTV and RFID.
- Provide Basic Manpower – Receptionist, Office Co-Ordinator's
- Partnerships – Identify Government schemes/plans for funding opportunities
- Support – Daily Cleaning, Electricity, and Repairs (from time to time)
- Participate mentor program of GINET widening faculty exposure
- Promote the offerings at the incubation center at various forums or events conducted internally or externally
- Extend the facilities at the institute for a subsidized rate define by both parties for the tenants
- Dean/Principal to be part of Management Committee responsible for the success and review the outcomes during the quarterly meetings.
- Comply to the SOP's defined between the parties for the successful operations
- Maintain records
- Sponsor all the operations cost for a period of 24 months supporting the self-sustenance period of the facility.

IV. [PARTY B] RESPONSIBILITIES UNDER THIS MOU

- Develop standard operating procedures, success metrics and define commercial models for the facility, GINET to form Operation and Management Committee.
- Bring in the GINET expertise converting them into service offerings at various stages of an entrepreneurial/start-up journey.
- Share the knowledge as part of the training services, these may or may not be open for both external audiences and internal students and faculty of the institute.
- Support to market the facility and Promote the institute at various forums and events.
- Create more opportunities for academic collaboration with various agencies/entities.
- Review the operation on a continuous basis.
- Comply to the SOP's defined between the parties for the successful operations
- Maintain records for all the activities conducted by the
- Sponsor at various capacities the events conducted for the tenants

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification – The Memorandum of Understanding may be modified or amended by written agreement between the parties.
2. Termination – Each Party shall have right to terminate the Memorandum of Understanding by giving a minimum of 6 months (Six months) written notice in writing to the other Party at any time.

3. GINET Incubation Facility

2nd Floor, I-Space IT Park
Mumbai-Bangalore Highway
Baudhan, Pune-411021/ MH, India

☎ +91 20 65330111
✉ info@scoutgroup.co.in
🌐 www.scoutgroup.co.in

SCOUT GROUP OF COMPANIES

This MOU does include the commercial liabilities of each party.

To achieve attainment of operational self-sustenance of the Incubation Center Party A shall commercially support the operations (Electricity, Manpower and facility maintenance) for a period of 24 months.

Party B support the activities carried out at the facility by sponsoring on its own funds/bringing in the sponsorships in various capacities the events conducted at the facility.

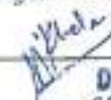
VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from 23rd September 2019 to 22 September 2024.

Parties A and B indicate agreement with this MOU by their signatures.

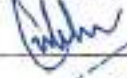
Signatures

SCOUT EDUTECH PVT. LTD.
Mr. Mangesh Wadhvani



DIRECTOR
28-09-2019

Dr. Ashwini Wadgaonkar



Principal
College of Engineering
Aurangabad



EduSkills

Nation Building Through Skills

An ISO 9001 : 2015 Certified Organisation

Certificate of Membership

This is to certify that

**P.E.S. College of Engineering
Aurangabad, Maharashtra**

is an institutional member
of EduSkills Foundation

Director, EduSkills



Valid Till : FEB 2024

Membership No :



052006210206924



www.eduskillsfoundation.org

MEMORANDUM OF UNDERSTANDING

BETWEEN



EduSkills Foundation ("EduSkills")

AND



P.E.S. College of Engineering, Aurangabad

FOR EDUSKILLS MEMBERSHIP PROGRAM

This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as "First party" and other party will be referred as "Second party".

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

A. NON-BINDING TERMS.

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

B. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

1. Confidentiality

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans. Information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction.

The obligations of confidentiality set forth herein shall not apply to information which;

- Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser,

- Prior written notice of such obligation; and
- The opportunity to oppose such disclosure or obtain a protective order.

The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

DocuSigned by:

EduSkills Confidential



All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or thirty six (36) months from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

DocuSigned by:



9. **Amendment**

This MOU may be amended at any time by the mutual written assent of the Parties.

10. **Severability.**

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

Signed for and on behalf of EduSkills Foundation	Signed for and on behalf of <u>P.E.S. College of Engineering, Aurangabad</u>
By: <u>Shubhajit Jagadev</u> Authorized Signatory	By: <u>Principal</u> College of Engineering Authorized Signatory
DocuSigned by: C548C96D21114D1...	
Shubhajit Jagadev Name	Dr. Abhijeet P. Wadekar Name
Executive Director Designation	Principal Designation
16th Feb 2021 Date	16th Feb 2021 Date
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar - 7510024, Odisha, India Email: info@eduskillsfoundation.org	Address for communication: P.E.S. College of Engineering, Aurangabad, Panchakki Rd. Nagservan, Aurangabad, Maharashtra 431002 Email: principal@pescoe.ac.in

Principal
P.E.S. College of Engineering, Aurangabad

EXHIBIT A

NON-BINDING TERMS

1. Scope and Intent

EduSkills and P.E.S. College of Engineering, Aurangabad have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

2. Proposed obligations of EduSkills:

- To offer digital content and courses of up to 8 global academy programs to its member institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

3. Proposed Obligations of P.E.S. College of Engineering, Aurangabad:

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. Agreement to be renewed after 3 years.
- GoDaddy Academy: Minimum 50 students commitment every year.
- VMware Academy: Yearly subscription fee needs to be paid to VMware directly.
- Institution need to bear the expense for the AWS, GoDaddy & Red Hat Global Certification fee of faculties as its mandatory.
- To ensure following pre-requisites to be followed by the participating colleges:
 - a. High speed broadband connectivity, computer labo for relevant courses and classroom IT set up for all participating institutions.
 - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000* + GST
- Year 3: INR 40,000* + GST

* Can be incremented annually on a very nominal basis.

Please Note: This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.



DocuSigned by:

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

EduKerron International

Registered: Plot No. 443, Avishkar Colony, N-6, CIDCO, Aurangabad (MH) India 431 001 | Email: reachus@edukerron.in | Web: www.edukerron.in

AND

**P E S College Of Engineering, Nagasenvana,
Aurangabad**

(Hereinafter referred to as PESCOE)

Nagsenvana, Aurangabad, Maharashtra, India

I. INTRODUCTION

THIS MEMORANDUM OF MOU ("Memorandum"), dated 08/11/2021, between EduKerron International, Aurangabad, Maharashtra, India established under the laws of Ministry of Micro, Small and Medium Enterprises (Reg no. MH04D0052770) of India, aiming Educational Support Services and consultancy; with its offices at P.no 443, Avishkar Colony, N-6, Cidco, Aurangabad, MH, India 431003. Represented by Mr. Kerron Vaishnav, Founder of EduKerron International; multipurpose MSME and P.E.S. College of Engineering, Aurangabad, Maharashtra India, collectively referred to as "the Partners". MOU is duly empowered and authorized by requisite Resolution of the Board of Directors/legal representatives of the organization to sign and execute this MOU on behalf of the organization and to perform the obligations contained hereunder.

EduKerron International and PESCOE shall individually be called as partners and collectively be called partners as the circumstances may require.

EduKerron International as partner 'A' and PESCOE as partner 'B' shall individually be called partners and collectively be called partners as the circumstances may require.

II. PREAMBLES

WHEREAS, EduKerron International is an organization, multipurpose *not-for-profit* established with the goal of sustainable development of the society, youth, and all it needed with any areas of on the humanitarian grounds with multipurpose goals and sustainable development of the society and vice a versa.

WHEREAS, P.E.S. College of Engineering established in 1994 in historic city of Aurangabad, approved by AICTE New Delhi and affiliated to Dr. BATU, Lonere. It is one of the leading Engineering Education Institutes in Aurangabad which provides academic excellence for aspiring students. Along with academics students as well as faculties must have industrial exposure & awareness to latest trends of technology. This is possible with the joint efforts by academic institutions & industries for welfare of society. WHEREAS, this MOU has as its objective the collaboration and participation of both organizations for many opportunities for the youth, society and environment; also could be described in future for other reasons, and for this reason this MOU facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical, and institutional collaboration in many areas of opportunities and projects.

WHEREAS, the missions of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

Job Scope, Responsibilities and Terms & Conditions

A. General

1. This MOU / offer is the final document and all prior communications are null and void.
2. This MOU shall remain in force from 08/11/2021 unless terminated earlier as provided herein. The amount of consideration payable for the due discharge of our obligations and deliverables hereunder are part of the project partnership.
3. Either Organization may terminate this MOU by giving written notice of such intention at least 30 days in advance.
4. Any communication or notice to a Organization shall be signed by the notifying Organization's representative stated below:
 - 4.1. For national and international level, the final approval/ sign off will be from:
 - 4.1.1. Mr. Kerron Vaishnav, Founder Director, EduKerron International, Aurangabad, MH, India
 - 4.1.2. Dr. Abhijeet P. Wadekar, Principal, P.E.S. College of Engineering, Aurangabad.
 - 4.2. All communication and/ or notices if signed and served to either Organization as above shall be final and treated as confirmed.
 - 4.4. All telephonic changes/ cancellations should be backed up by an email to this effect.

III. RESPONSIBILITIES OF PARTNER ORGANIZATION

DESCRIBE PARTNER'S RESPONSIBILITIES UNDER THIS MOU

"European Study Center" – The Concept by EduKerron International as a Knowledge Partner will work with PESCOE to create, implement, monitor and evaluate regular and annual work plans and project/s that identify specific objectives and activities of interest to both Partners locally and internationally and which are incorporated in this MOU by reference.

Within the context of specific projects, EduKerron International will work with Parul University to establish mutually amenable methods of coordination which will be included as part of the Work Plans and projects mentioned above.

A Dedicated Office of European Study Centre with all the necessary amenities will be established at PESCOE, Aurangabad..

- Partner 'A' will help and guide for Formal and non-formal Educational, Cultural, sports and other beneficial opportunities to students, faculties and organizational level.
- Partner 'A' will help and guide on mutual agreement by partner 'B' to develop summer school abroad, internship abroad, Research and Innovation funded, self-funded and non-funded projects, cultural and social events and exchanges, local and abroad.
- Submit the research-oriented projects available with European commission and /or any project/research project.
- Partner 'A' will register, promote and build networking for project related activities for partner 'B' in such projects.
- Partner 'B' will fully cooperate partner 'A' to register, promote and build networking for project related activities online/off-line.
- In every project there will be partnership and activity involvement of partner 'A' with mutual agreement.
- Submission of the project/s for validation, funding will be sole responsibility of partner 'A' and partner 'B' will support fully.
- All the projects submitted for funding is subject to approval of the project by the concern organization where the projects will be submitted and partner 'A' take no responsibility of guaranteed project approval or any funding.
- Partner 'A' takes grace period to setup the office, networking, activities, training project submission related activities will be approx one year from the date of signing this MoU and partner 'B' fully coordinate and support mutually.

IV. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

EduKerron International, Aurangabad, MH, India
 Mr. Kerron Vaishnav
 Founder Director
 P. NO. 443, Avishkar Colony, N-6 Cidco, Aurangabad - 431001
 Ph: +91 855400 7777
 Email: kerron@edukerron.in

PARTNER:

P.E.S. College of Engineering, Aurangabad
 Dr. Abhijeet P. Wadekar
 Principal, P.E.S. College of Engineering, Aurangabad
 Ph: +91
 Email: principal@pescoe.ac.in

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

V. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either organization for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the organization that provided it. This property can be used by either organization for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

VI. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect from that date it mutually agreed, signed unless earlier terminated. Neither organization may assign or transfer all or any portion of this MOU without the prior written consent of the other organization.

The provisions of this MOU may only be amended or waived by mutual written MOU by both Parties.

Any Organization may terminate this MOU and any related MOU , work plan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Organization; provided, however, that in the event fails to perform any of its obligations under this MOU PARTNER shall have the right to terminate this MOU and any related MOU , work plan and budget immediately upon written notice.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

VII. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either organization, and that such obligations shall arise only upon joint execution of a subsequent MOU or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent MOU s or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All PARTNER funds are further subject to PARTNER's obligation to expend PARTNER funds solely in accordance with the agreed upon budget and the line items contained therein. And that will be reserved by backing up emails initially or any best way of communications in written.

VIII. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this MOU , the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this MOU in a legal forum.

IX. No Poaching

- a) Neither Party to this MOU shall directly or indirectly approach partner institutes, organizations, associations not for profit or for profit or any individual if they are being introduced by either parties offer employment or any other monetary compensation or Partnership or Directorship to any person who is either presently on employment with the other Party or with any of its affiliated organizations or who had worked with the other party or with any of its affiliated organizations within a period of 5 years from the date of cessation of employment with the other Party or with any of its affiliated organizations – as the case may be. In the event of any non-compliance in this respect by either Party, then and in that event the Party not in the breach shall have the option to terminate this MOU. In few such circumstances one should seek prior permission in advance and mutually agreed for direct approaches.

X. Governing Law & Jurisdiction

This Contract shall be governed by and construed/ enforced in accordance with the Laws of India and for the purpose of enforcement of any of the rights under this MOU , the Courts in Aurangabad (Maharashtra) alone shall have jurisdiction.

XI. Force Majeure

The Parties hereto shall not be held responsible or liable for any noncompliance under this MOU if it is prevented from performing its obligation under the terms of this MOU by reason of any event beyond its control such as laws or regulations, action by any statutory authority – local or otherwise riots, insurgency, war, terrorist action, acts of God and any unforeseen circumstances. Null response of cooperation of staff members, incomplete work, technical not technical issues. The respective obligations hereunder of the Parties shall stand suspended during the period of subsistence of the said events. If the said events continue unabated beyond 3 months from the date of occurrence of the said event then notwithstanding anything contained herein, the affected Party may terminate this MOU .

We confirm that nothing in this MOU shall be construed as creating the relationship of employer and employee, master and servant, principal and agent, or partnership between EduKerron International and PESCOE, Aurangabad. EduKerron International and PESCOE, Aurangabad are and shall remain an independent organization at all times with respect to its performance hereunder and shall have no right or authority to assume or create any obligation – express or implied and vice versa.

ENTIRETY

This MOU, including all Annexes, embodies the entire and complete understanding and MOU between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by in person or e-mail.

FOR, EduKerron International

Kerron Vaishnav
(Founder Director)

Date: _____

Place: _____

Witness 1) Kavi Palaswadikar

Sign: _____

Witness 2) Rajashree Vishwakarma

Sign: _____

FOR, PESCOE, Aurangabad

Dr. Abhijeet P. Wadkar
Principal

Date: 08/11/2021

Place: Aurangabad, Maharashtra, India

Witness 1) V. V. Kulkarni

Sign: _____

Witness 2) D. R. M. R. Rajput

Sign: _____



Memorandum of Understanding

Between

**P.E.S. College of Engineering
&
Jas-Jai Professional Academy LLP**

For development of Students on "Skill Sets" required for 21st Century Jobs in India & Abroad

This Memorandum of Understanding (herein after called MoU) is entered into on 31st March 2020 by and between;

P.E.S. College of Engineering, represented herein by Dr. Abhijeet Wadekar - Principal (herein after called 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

Jas-Jai Professional Academy LLP, represented herein by Mr. Narendra G. Shendge - Partner (herein after called the 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 herein after jointly referred to as 'Parties' and individually as 'Party'

WHEREAS;

The main objective of this Memorandum of Understanding (MoU) is to facilitate the development of Engineering Students of P.E.S. College of Engineering, Aurangabad with reference to the necessary "Skill Sets" required for 21st Century Jobs in India & Abroad.

Accordingly, a collaborative approach is being proposed so as to enhance and uplift Intellectual, Educational & Cultural Images of both the Parties. Thus, P.E.S. College of Engineering & Jas-Jai Professional Academy LLP have agreed in support of their mutual interests in the field of Education and Training as under:

1. **Communication:** Both Parties are united by common interests and objectives, and they shall establish channels of communication so as to achieve the main objective of this MoU as stated above.
2. **Co-operation:** Both Parties believe that close co-operation between the two would be of major benefit to the student community to enhance their Skill Sets and Knowledge.
3. **Scope:** Second Party had already designed appropriate Program Modules which duly focus on Skill Sets & Knowledge required by different types of Industries and all such Program Modules are being offered to students belonging to First Party. At the same time, First Party could give their valuable suggestions to modify existing Program Modules of Second Party and even suggest to introduce New Program Modules of mutual interest of both Parties.



4. **Program Modules, Training Venue & Certificate:** Second Party to train the Students of First Party on following emerging Topics for which Second Party is already geared up with their specific Program Modules which are of short as well as Long duration as under;

- Image Building
- LEAN Manufacturing, Supply Chain Management, Logistics & Warehousing, Industry 4.0
- Strategic Purchase & Global Sourcing, International Trade & EXIM,
- Project Management, Infrastructure MEP
- Basics of Finance & Economics (for Engineers)
- Budgeting, Costing & Tendering (for Engineers)

This will help and support the endeavor of bridging the skill gap and thus, prepare students of First Party to get ready for 21st Century Jobs in India & Abroad. These Long-term Program Modules shall be conducted in the premises of Second Party and as per mutual convenience of both Parties. Second Party shall handover Certificate to students of First Party after their successful completion of above-mentioned Program Modules.

5. **Workshops, Seminars, Lectures & Venue:** Second Party also proposes to conduct necessary Workshops, Seminars, Lectures at the premises of First Party from time to time and as per mutual convenience of both the Parties.
6. **Mobilization & Registration of Students:** Second Party shall seek help and support of First Party and from time to time so as to mobilize and get their students registered for respective Program Modules.
7. **Terms of Co-operation:** The general terms of co-operation shall be governed by this MoU; however, Second Party shall submit its incidental Proposals with necessary commercial terms and which shall be mutually agreed upon by both the Parties as and when required in future.
8. **Intellectual Property:** Nothing contained in this MoU shall, by express grant, implication or otherwise, create in either Party any right, title, interest or license in or to be the intellectual property (including but not limited to know-how, copy rights) of the other Party.
9. **Validity:** This MoU shall remain valid until it is expressly terminated by either Party with a notice of 30 working days served in writing to the other Party.
10. **Relationship:** 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.

Agreed:

First Party

For P.E.S. College of Engineering

Authorized Signatory

Name: Dr. Abhijeet Wadekar

Designation: Principal

Witness:

(Dr. R. G. Pungle)

Second Party

Jas-Jai Professional Academy LLP

Digitally signed by Narendra G. Shendge

DN: cn=Narendra G. Shendge, o, ou,

email=narendra@jasjaigroup.com, c=IN

Date: 2020.03.31 16:38:22 +05'30'

Authorized Signatory

Name: Narendra G. Shendge

Designation: Partner

Witness:

V.A. Vaswani



One Smarter,

Memorandum of Understanding (MoU)
between
P.E.S. College of Engineering, Aurangabad
AND
One Smarter Inc USA

INTRODUCTION

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between P.E.S. College of Engineering, located at Nagsenvana, beside Panchakki, University Road, Aurangabad. 431002. (herein after referred to as PESCOE) and One Smarter Inc USA, 4031, Colonel Glenn Hwy Ste 100, Beavercreek, OH 45431 (here in after referred to as One Smarter).

PREAMBLE

P.E.S. College of Engineering established in 1994 in historic city of Aurangabad, approved by AICTE New Delhi and affiliated to Dr. BATU, Lonere. It is one of the leading Engineering Education Institutes in Aurangabad which provides academic excellence for aspiring students. Along with academics, students as well as faculties must have industrial exposure & awareness to latest trends of technology. This is possible with the joint efforts by academic institutions & industries for welfare of society. One Smarter takes a unique and innovative approach to trainings that helps students connect with the subject matter they need to master. Through personalized and focused training processes. A collaborative effort can strengthen technical skills & awareness. This Memorandum of Understanding between PESCOE & One Smarter is made for enhancing the technical skills of students with mentioned commercials.



+ 1 937 344 6241
45431



one@onesmarter.com



4031 Colonel Glenn Hwy Ste 100 Beavercreek, OH

www.onesmarter.com

SHANER PIRAJI GAIKWAD

28.04.2023 12:21

PURPOSE

The purpose of this Memorandum of Understanding between PESCOE and One Smarter is to strengthen the Industry Academia Engagement with mutual understanding under which both the institutes will work together for better outcomes

PESCOE is committed to service in the community and applied learning experiences for its students. This is accomplished through a Center of Excellence, Practice, Service Learning and Campus Placement. Field education and service learning involve the completion of internship assignments in the local community that tie meaningful learning experiences directly to course content. Through these activities students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

PESCOE and One Smarter recognize the opportunity for meaningful learning experiences for students of PES College of Engineering, Aurangabad and agree upon the following:

Responsibilities of One Smarter:

1. One Smarter will establish Software Development Centre which provides complete and meaningful learning and hands on training platform
2. Provides paid internships to the students
3. Provides live projects to the students
4. Placements to enrolled students

Responsibilities of PESCOE:

1. P.E.S. College of Engineering will provide civil infrastructure along with electrification and furniture.
2. PESCOE will appoint/nominate faculties for supervision and mentorship of the activities.

Duration / Term of the MoU:

This MoU shall be valid for five (5) years from the date of its entering into and may be mutually extended from time to time in writing by both parties.



+ 937344 6241
45431



care@onesmarter.com



4031 Colonel Glenn Hwy Ste 100 Beaver Creek, OH

www.onesmarter.com


SHANER PIRAJI GAIKWAD

28.04.2023 12:21

Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by both parties. Additions, deletions and/or alterations to this MoU may be affected with the written agreement of both parties to this MoU concerning the changes.

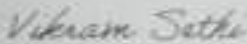
This MoU is prepared in two identical copies. Each organisation holds one original copy duly signed by the competent authority.

Signed 
Date: 10 of July 2020
For and on behalf of:

P.E.S. College of Engineering, Aurangabad

One Smarter Inc. USA


Dr. Abhijeet Wadekar
Principal, PESCOE


Vikram Sethi
One Smarter Inc. USA



+1 937 344 6241
45431



one@onesmarter.com



4031 Colonel Glenn Hwy Ste 100 Beaver Creek, OH

www.thesmarter.com

SHANER PIRAJI GAIKWAD

28.04.2023 12:21



☎: (0240) 2403001, 2403018, 2403017,
Fax : (0240) 2400331

PEOPLE'S EDUCATION SOCIETY'S (MUMBAI)
P.E.S. COLLEGE OF ENGINEERING

Panchakki Road, Nagsenvana, Aurangabad - 431 002 (M.S.)

E-mail : principal@pescoe.ac.in Web : www.pescoe.ac.in
NAAC - ACCREDITED "B1" GRADE

FOUNDER : BODHISATVA BHARAT RATNA DR. BABASAHEB AMBEDKAR

M.A., Ph.D., D.Sc. (London), LL.D.(Columbia), D.Litt. (Omanic), Barrister-at-Law

CHAIRMAN

Dr. S. P. Gaikwad
C.C.A.M.

SECRETARY

PRINCIPAL

DR. ABHIJEET P. WADEKAR
Ph.D. (Civil Structure)

Ref.No. : PESCOE/ACC/2021-2022/150A

Date : 26/08/2021

MEMORENDUM OF UNDERSTANDING

This Memorandum of Understanding is signed between P.E.S. College of Engineering, beside Panchakki, Nagsenvana, Aurangabad

AND NEWTEK ELECTRICALS

And whereas it is the objective of the P.E.S. College of Engineering

- To provide state-of-art technical infrastructure and motivate students to realize their own potential.
- To provide an embellished academic and congenial environment to students for a complete learning experience.
- To promote intellectual, moral and social democracy to ensure all round development of the students.
- To create a sound Technical manpower with global competitiveness, morality and social sense.

Now therefore, P.E.S. College of Engineering, Aurangabad AND NEWTEK ELECTRICALS

Have intended, agreed, consented to the following terms and deeds in pursuance of a common intent to promote and develop the study in field of engineering and technology

OR

Make provisions for research and for the advancement and dissemination of knowledge

OR

1. Field of cooperation

- a) Both the institutions shall evolve a mutually acceptable schedule to develop program, hold seminars and exchange visits.

b) The Said academic interaction may include:

- i) Faculty/staff development
- ii) Seminars, research projects, conferences and workshop
- iii) Advice placements and execute trainings.
- iv) Internships and live projects

2. Miscellaneous :

- a) The details for implementation of MoU shall be jointly worked out on mutual acceptable terms within the parameters of policies, rules and regulations of both the institutes.
- b) The parties of this memorandum may, by mutual consent, add, modify, amend, delete, review or revise any term(s) and condition(s) of this agreement.
- c) The intent and implementation of this memorandum is subject to the policies of the respective states (in case of international agreement) and the laws of the land.
- d) The MoU shall remain in force for a period of 05 years from the date of its signature and seal and may be terminated by either side by giving six months notice to that effect in writing. However, notwithstanding the notice to this intent to terminate the MoU, all rights, obligations and corresponding duties therein shall be respected and mandated till finalization and accomplishment thereof.
- e) The parties to this MoU undertake a treat as CONFIDENTIAL AND PRIVILEGED information of the other institution, which so classified in advance. The term of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- f) The MoU shall require the rectification only by the competent authority of the institution.

Signed at Aurangabad on the 26 day of Aug 2021

(.....)

Authorized signatory on behalf of P.E.S. College of Engineering, Aurangabad

Seal:

Date:



(.....)

Authorized signatory on behalf of NEWTEK ELECTRICALS

Seal:

Date:

Witnesses:



1. V.V. Kulkarni

2. R.M. Sawant

[Signature]
[Signature]

Note:- This agreement is signed by Mr. Newtek Electricals subject to No bounding!

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") made and entered into at Aurangabad, on this 27 Sept. 2018 (the "Effective Date") between:

1. P.E.S. College Of Engineering Aurangabad, having its campus at University Marg, Aurangabad-431002 (hereinafter called "P.E.S. COLLEGE OF ENGINEERING AURANGABAD" such expression shall mean and include its heirs, executors, administrators, legal representatives and assigns) of the FIRST PART and
2. M/s GAURAV ENGINEERING, (Add.: MIDC, WALUJ, Aurangabad - 431005) (hereinafter called "GE" such expression shall mean and include its heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

(Both P.E.S. COLLEGE OF ENGINEERING AURANGABAD and "GE" individually referenced as a "Party" and collectively called as "Parties").

WHEREAS P.E.S. COLLEGE OF ENGINEERING AURANGABAD, is engaged in providing educational services in the field of engineering & technology in India & thus has a pool of quality technical resources, capability & expertise in the field of Mechanical Engineering, Production Engineering, Modern Management Techniques, Optimization, Quality Engineering, Operations Management and other similar technological subject matters. P.E.S. COLLEGE OF ENGINEERING AURANGABAD desires to provide specialized training programmes for students and teachers of various engineering colleges, polytechnics, etc and provide consultancy services to various government, semi-government & corporate customers in the areas of Energy Management and Lean Manufacturing / Enterprises.

AND WHEREAS "GE", is in the business Manufacturing & Services to the companies from Automotive, Engineering and Process sectors with a wide customer base. "GE" desires to offer the same to Indian as well as international customers in association with P.E.S. COLLEGE OF ENGINEERING AURANGABAD on the terms and subject to the conditions set forth in this MoU.

NOW THEREFORE, in consideration of their mutual promises, covenants, and agreements, the Parties hereto do hereby promise, covenant and agree as follows:

1. The business association established between the Parties by virtue of this MoU shall be for a period of 5 years from the Effective Date.
2. "GE" will conduct industry oriented expert lectures, industrial visits and training work shops for P.E.S. COLLEGE OF ENGINEERING AURANGABAD students. Topics will be identified jointly by P.E.S. COLLEGE OF ENGINEERING AURANGABAD & "GE".

The remuneration to "GE" will be decided as per mutual understanding based on activity to be executed.

d) The technical resources required for offering consultancy services shall be shared by the Parties on a case-to-case basis based on the individual project requirement. The resource requirement, individual Party's contribution in investing resources for project execution and profit (or loss; as the case may be) share in the case of any project secured by the Parties under "PES "GE" Management Consultancy" shall be agreed to by the Parties on a case-to-case basis; the same shall be recorded & described in the form of a Statement of Work agreed between the Parties in a signed writing that refers to this MoU. The Parties agree that they shall estimate all the expenses required for the execution of any contract before the commencement of the contract & shall record all the terms and conditions for the completion pertaining to that contract in the Statement of Work.

4) No Party shall be required to pay any kind of fees or honorarium to the other Party by virtue of this MoU except for the payments or contribution a Party is required to make to the other Party as per the individual arrangement agreed between them & recorded in the respective Statement of Work.

5) PES COLLEGE OF ENGINEERING AURANGABAD shall ensure involvement of senior, knowledgeable personnel for participation in technical and design consultation on a timely basis, as may be required for securing as well as executing the contracts, as reasonably requested by "GE" from time to time, based on individual project requirement.

6) Termination: This MoU may be terminated by either Party in the event of a material breach by the other Party of any of its obligations under this MoU which material breach has not been cured within thirty days of the date of receipt of written notice of such breach given by the non-breaching Party to the other Party. However, the MoU shall not terminate if the breaching Party has cured the breach within the 30-days notice period.

7) Confidentiality: The Parties acknowledge that the business concept, individual proprietary material, management practices, strategic business analytics, knowledge base, survey data, training materials and all other future products, their programming, application, development, technical specifications and use are highly confidential and constitute trade secrets/confidential information of the respective Party. In recognition of the importance and sensitivity of this, the Parties agree that it shall hold the trade secrets in trust solely for the benefit and use of PES GE Management Consultancy; shall not directly or indirectly sell, alienate, transfer, assign, disclose or divulge the trade secrets in any person or entity without the other Party's prior, written permission; shall not directly or indirectly use the such confidential information in or for the benefit of any individual, business or profession; and shall not directly or indirectly disclose any terms of this MoU.

8) Indemnification: Each Party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third Party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying Party's representations and warranties made under this MoU, provided that the indemnifying Party is promptly notified of any such claims. The indemnifying Party shall have the sole right to defend such claims at its own expense. This indemnity shall survive the termination of this MoU.

9) Force Majeure: The Parties shall not be in breach of any of its respective obligations under this MoU to the extent that its performance is prevented, hindered or delayed by an act, event or circumstance (whether of the kind described herein or otherwise), which is not reasonably within the control of such Parties (Force Majeure). Force Majeure shall include but not be limited to the following:

- a. strikes, lock-outs, or other industrial disturbances or labour disputes;
- b. war, riot, blockade, insurrection, acts of public enemies, civil disturbances, terrorism and sabotage and threats of such actions;
- c. fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, washout, epidemic, or other acts of God;

The effected Party shall inform about the occurrence of such event within 15 days to the other Party. The Parties shall resume the contract after the disappearance of such event.

10) Notices: All notices which are required to be given hereunder shall be in English and in writing and shall be delivered by courier, email or facsimile transmission, requiring a proof of delivery, to the Party concerned at its address or facsimile number given in this MoU or such other address or facsimile number as the Party concerned shall have notified in accordance with hereunder to the other Party. Such notice shall be deemed to be served:

- a. For PES COLLEGE OF ENGINEERING AURANGABAD: The Director, PES COLLEGE OF ENGINEERING AURANGABAD, Aurangabad-431002; email:- Principal@pescoe.ac.in
- b. For Gaurav Engineering: Mr. Vijay Aghav: Gaurav Engineering, MIDC WALLU, Aurangabad; email: vijayaghav@gauravengineers.com

11] Arbitration: The Parties shall first attempt in good faith to resolve amicably any dispute, controversy or claim, which may arise between them in relation to this MoU. In case, if the Parties will not be able to reach on solution, the matter is to be submitted for settlement in accordance with the Arbitration and Conciliation Act, 1996. The arbitrary tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with the mutual consent. The award of the arbitration shall be final and binding on the Parties. The venue of arbitration will be Aurangabad (M.S.), India. The law of India will be the governing law.

IN WITNESS WHEREOF, the Parties hereto under set and subscribed their hands this day, month and year mentioned here in above.

Signed and delivered by the within named

FOR P.E.S. COLLEGE OF ENGINEERING AURANGABAD

Dr. A.P. Wadekar

Principal,
PES College of Engineering,
Aurangabad

Dr. Dhobe M.M.

Dean R & D





FOR GAURAV ENGINEERING:-

Mr. Vijay Aghav,
(Name)

Director & owner
(Designation)

For Gaurav Engineering

(Signature) Authorised Signatory



☎: (0240) 2403001, 2403010, 2403017,
Fax: (0240) 2403001

PEOPLE'S EDUCATION SOCIETY'S (MUMBAI)

P.E.S. COLLEGE OF ENGINEERING

Panchakki Road, Nagsenvana, Aurangabad - 431 002 (M.S.)

E-mail: principal@pescoe.ac.in Web: www.pescoe.ac.in

NAAC - ACCREDITED "B+" GRADE

FOUNDER : BODHISATVA BHARAT RATNA DR. BABASAHEB AMBEDKAR

M.A., Ph.D., D.Sc. (London), LL.D. (Columbia), D.Litt. (Oman), Barrister-at-Law

CHAIRMAN

Dr. S. P. Galkwad
G.C.A.M.

SECRETARY

PRINCIPAL

DR. ABHIJEET P. WADEKAR
Ph.D. (Civil Structure)

Ref.No. : PESCOE / MCE / 2018 - 2019 / 1145A

Date : 02/05/2019

MEMORENDUM OF UNDERSTANDING

This Memorandum of Understanding is signed between P.E.S. College of Engineering, beside Panchakki, Nagsenvana, Aurangabad

AND

KALAVATI TECHNOLOGIES PVT. LTD.

And whereas it is the objective of the P.E.S. College of Engineering

- To provide state-of-art technical infrastructure and motivate students to realize their own potential,
- To provide an embellished academic and congenial environment to students for a complete learning experience.
- To promote intellectual, moral and social democracy to ensure all round development of the students.
- To create a sound Technical manpower with global competitiveness, morality and social consc.

Now therefore, P.E.S. College of Engineering, Aurangabad AND KALAVATI TECHNOLOGIES PVT. LTD.

Have intended, agreed, consented to the following terms and deeds in pursuance of a common intent to promote and develop the study in field of engineering and technology.

OR

Make provisions for research and for the advancement and dissemination of knowledge

OR

1. Field of cooperation

- a) Both the institutions shall evolve a mutually acceptable schedule to develop program, hold seminars and exchange visits.



☎: (0240) 2403001, 2403019, 2403017,
Fax : (0240) 2400031

PEOPLE'S EDUCATION SOCIETY'S (MUMBAI)

P.E.S. COLLEGE OF ENGINEERING

Panchakki Road, Nagsenvana, Aurangabad - 431 002 (M.S.)

E-mail : principal@pescoe.ac.in Web : www.pescoe.ac.in

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FOUNDER : BODHISATVA BHARAT RATNA DR. BABASAHEB AMBEDKAR

M.A., Ph.D., D.Sc. (London), LL.D.(Columbia), D.Litt. (Osmania), Barrister-at-Law

CHAIRMAN

Dr. S. P. Gaikwad
G.C.A.M.

SECRETARY

PRINCIPAL

DR. ABHIJEET P. WADEKAR
Ph.D. (Civil Structure)

Ref.No. : PESCOE office/2021 -2022/156

Date : 28-08-2021

MEMORENDUM OF UNDERSTANDING

This Memorandum of Understanding is signed between P.E.S. College of Engineering, beside Panchakki, Nagsen vana, Aurangabad

AND

SOM AUTOTECH PVT. LTD.

And whereas it is the objective of the P.E.S. College of Engineering

- To provide state-of-art technical infrastructure and motivate students to realize their own potential.
- To provide an embellished academic and congenial environment to students for a complete learning experience.
- To promote intellectual, moral and social democracy to ensure all round development of the students.
- To create a sound Technical manpower with global competitiveness, morality and social sense.

Now therefore, P.E.S. College of Engineering, Aurangabad AND SOM AUTOTECH PVT. LTD.

Have intended, agreed, consented to the following terms and deeds in pursuance of a common intent to promote and develop the study in field of engineering and technology.

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Make provisions for research and for the advancement and dissemination of knowledge

OR

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b) The Said academic interaction may include:

- i) Faculty/staff development
- ii) Seminars, research projects, conferences and workshop
- iii) Advice placements and execute trainings.
- iv) Internships and live projects

2. Miscellaneous :

- a) The details for implementation of MoU shall be jointly worked out on mutual acceptable terms within the parameters of policies, rules and regulations of both the institutes.
- b) The parties of this memorandum may, by mutual consent, add, modify, amend, delete, review or revise any term(s) and condition(s) of this agreement.
- c) The intent and implementation of this memorandum is subject to the policies of the respective states (in case of international agreement) and the laws of the land.
- d) The MoU shall remain in force for a period of 10 years from the date of its signature and seal and may be terminated by either side by giving six months notice to that effect in writing. However, notwithstanding the notice to this intent to terminate the MoU, all rights, obligations and corresponding duties therein shall be respected and mandated till finalization and accomplishment thereof.
- e) The parties to this MoU undertake a treat as CONFIDENTIAL AND PRIVILEGED information of the other institution, which so classified in advance. The term of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- f) The MoU shall require the rectification only by the competent authority of the institution.

Signed at Aurangabad on the 28 day of Aug 2021

([Signature])

Authorized signatory on behalf of P.E.S. College of Engineering, Aurangabad

Seal:

Date :



([Signature])

Authorized signatory on behalf of SOM AUTOTECH PVT. LTD.

Seal:

Date :



Witnesses:

- 1. V.V. Kulkarni [Signature]
- 2. A.R. Shinde [Signature]



PEOPLE'S EDUCATION SOCIETY'S (MUMBAI)
P.E.S. COLLEGE OF ENGINEERING

Panchakki Road, Nagsenvana, Aurangabad - 431 002 (M.S.)

E-mail : principal@pescoe.ac.in Web : www.pescoe.ac.in
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CHAIRMAN
Dr. S. P. Gaikwad
G.C.A.M.

SECRETARY

PRINCIPAL
DR. ABHIJEET P. WADEKAR
Ph.D. (Civil Structure)

Ref.No. : PESGOE 1116/2021-2022/154A

Date : 27/08/2021

MEMORENDUM OF UNDERSTANDING

This Memorandum of Understanding is signed between P.E.S. College of Engineering, beside Panchakki, Nagsen vana, Aurangabad

AND
TECHINVENTO IT SERVICES PVT. LTD.

And whereas it is the objective of the P.E.S. College of Engineering

- To provide state-of-art technical infrastructure and motivate students to realize their own potential.
- To provide an embellished academic and congenial environment to students for a complete learning experience.
- To promote Intellectual, moral and social democracy to ensure all round development of the students.
- To create a sound Technical manpower with global competitiveness, morality and social sense

Now therefore, P.E.S. College of Engineering, Aurangabad AND TECHINVENTO IT SERVICES PVT. LTD.

Have intended, agreed, consented to the following terms and deeds in pursuance of a common intent to promote and develop the study in field of engineering and technology.

OR

Make provisions for research and for the advancement and dissemination of knowledge

OR

1. Field of cooperation

- a) Both the institutions shall evolve a mutually acceptable schedule to develop program, hold seminars and exchange visits.

b) The Said academic interaction may include:

- i) Faculty/staff development
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- d) The MoU shall remain in force for a period of 05 years from the date of its signature and seal and may be terminated by either side by giving six months notice to that effect in writing. However, notwithstanding the notice to this intent to terminate the MoU, all rights, obligations and corresponding duties therein shall be respected and mandated till finalization and accomplishment thereof.
- e) The parties to this MoU undertake a treat as CONFIDENTIAL AND PRIVILEGED information of the other institution, which so classified in advance. The term of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- f) The MoU shall require the ratification only by the competent authority of the institution.

Signed at Aurangabad on the 27 day of August 2021

(.....)

Authorized signatory on behalf of P.E.S. College of Engineering, Aurangabad

Seal:

Date:

(.....)

Authorized signatory on behalf of TECHINVENTO IT SERVICES PVT. LTD.

Seal:

For TECHINVENTO IT SERVICES PVT. LTD.

Date: 27/8/2021

DIRECTOR

Witnesses:

1. V.V. Kulkarni

2. Shankar Langote