

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 31 Oct. 2023.

Between

**Kalyani Charitable Trust's, Late Gambhirrao Natuba Sapkal College of Engineering,
(LGNSCOE) Anjaneri, Trimbakeshwar Road, Nashik.**

and

**JMCT Polytechnic, Nashik, Wadala Rd, Khode Nagar, Mamta Nagar, Kalpataru
Nagar, Nashik, Maharashtra 422214**

(LGNSCOE and JMCT Polytechnic are hereinafter individually referred to as "Party" and collectively referred to as "Parties")

Terms and Conditions:

1. Duration

This MoU shall be valid for Five (5) years from 31 Oct. 2023 and thereafter it may be renewed on mutually agreed terms.

2. Purpose

This MOU is for collaboration between the parties for mutual benefit where JMCT Polytechnic to provide

1. Available facilities for faculties and students for the academic development.
2. Institute would be providing facilities for Mechanical Engineering related training at the JMCT Polytechnic to the students, Faculty of the LGNSCOE, in order to enhance the quality of the educational experience of the students and Faculty, exchange of experts for seminars, workshops, Projects for the students, field visits to the labs for faculties and students, and any research and development activity related to the above.

3. Late Gambhirrao Natuba Sapkal College of Engineering Standard of Performance:

LGNSCOE shall expend reasonable efforts as follows:

- LGNSCOE shall provide training, lab visit permissions in such areas as may be mutually agreed between the parties, more particularly described in this agreement.
- LGNSCOE shall provide experts for the conduct of training at the LGNSCOE campus and or at the JMCT Polytechnic premises.
- LGNSCOE shall provide College/students with the study material as agreed between the parties and the JMCT Polytechnic shall use these as per LGNSCOE guidelines and policies.



- LGNSCOE shall provide certificates/completion letter to all students who have successfully completed the training, projects conducted at LGNSCOE or at the JMCT Polytechnic premises.

4. JMCT Polytechnic's Standards of Performance:

JMCT Polytechnic shall expend reasonable efforts as follows:

- JMCT Polytechnic shall provide necessary infrastructure like Computers with necessary legal software & hardware configuration, Labs, Class rooms, Electricity, UPS, and Internet etc. as may be required for carrying out technical training, Project work and such other agreed training at College premises.
- JMCT Polytechnic and LGNSCOE shall extend all such necessary co-operation for smooth conduct of above mentioned activities and training.

5. Mutual Obligations:

- Both the parties shall appoint one person as one point of contact for smooth execution of the MOU.
- This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
- Each party shall respect the other's intellectual property.
- Nothing contained in this MoU shall be construed as resulting in the creation of a relationship of both the Principal's between LGNSCOE and JMCT POLYTECHNIC. LGNSCOE and JMCT POLYTECHNIC are not authorized to make any representation, contract, or commitment on behalf of JMCT POLYTECHNIC / LGNSCOE without the prior written consent of other party.
- The decision regarding introduction of new course, revision in fees etc. shall be mutually taken by both the parties.

6. Limitation and Warranties:

- Each party shall ensure that the other is not put to any liability for any act of the respective party under this MoU.
- Each party represents that they have full power and authority to enter into this MOU in general.

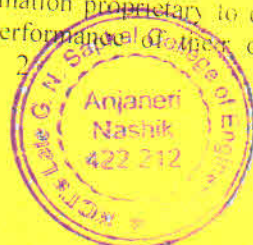
7. Commercial:

- LGNSCOE & JMCT POLYTECHNIC will design programs on mutual understanding and decide fees if any to be charged to the students.

The training, Lab visit shall be conducted at the LGNSCOE facility in a time bound manner as per availability and schedule of both parties.

8. General:

- Both the parties may receive information proprietary to other party (the "Confidential Information") in the course of performance of their obligations under this MoU.



Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MoU and that it will only be used by the parties for the benefit of others.

- Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MoU, whether in printed or electronic form, belongs to other party.
- Both parties have the right to accept and implement the syllabus/curriculum as per the advice of the statutory bodies.
- Each party shall be at liberty to terminate this MoU with a written notice period of one (1) month to the other party without any compensation.
- Any and all disputes or differences between LGNSCOE and JMCT POLYTECHNIC arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation & understanding.

• **Indemnification :**

Both the parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs.

• **Copyrights and Ownerships:**

- All the course material/ courseware/ books and such other training material provided by LGNSCOE and allowed for distribution are its sole property (hereinafter referred as "Training Material").
- JMCT POLYTECHNIC and/ or its faculty's, students etc. shall not claim ownership of such course material/ courseware/ books etc. or its customization.
- Intellectual Property Rights i.e. copyrights, trademarks, patents etc. of Training Material, any changes, enhancements, upgrades, customization etc. shall always remain with LGNSCOE.
- Any changes in implementation procedures which are not as per the present MoU will be discussed and will be incorporated in agreement with two parties.

In witness whereof, both parties put their hard seal on the day, month and year herein mentioned.

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



Signed for and on behalf of for

JMCT Polytechnic, Nashik

[Handwritten Signature]
16/11/2023

Principal
JMCT Polytechnic
Nashik - 06.



Witness :

1] JMCT Polytechnic, Nashik

2] Late Gambhirrao Natuba Sapkal College of Engineering,
Anjaneri, Nasik.

Signed for and on behalf of for

KCT's Late Gambhirrao Natuba Sapkal
College of Engineering, Anjaneri, Nasik

[Handwritten Signature]

Prof. S. B. Bagal
Principal

Principal
KCT's, Late G. N. Sapkal
College of Engineering
Anjaneri, Nashik-422 212.



Sign

Mrs. Zeeshan A. Shastri
(HOD-ME) *[Handwritten Signature]*

[Handwritten Signature]
Prof. (Dr.) Tushar Y. Badgujan

