

MEMORANDUM OF UNDERSTANDING

Between

**Kalyani Charitable Trust's Sapkal Knowledge Hub, Late G. N. Sapkal College of Engineering, Nashik,
Department of Computer Engineering**

And

**Emerging Technologies Software & Automation solution, Flat-5 , Ashtvinayak Park C, near Croma
showroom, backside of Maharashtra bank college road, thattenagar Nashik.**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered
into by and between the Institution (hereinafter referred to as "College") and Emerging Technologies
Software & Automation solution, Nashik.**

Scope:

WHEREAS, the parties to this MOU desire to establish a Center of Excellence

**WHEREAS, both the parties to this MOU will provide necessary documents and information as needed
and agree that they shall keep the on-going negotiations as well as the related technology of the
products and services confidential.**

**WHEREAS, the parties to this MOU are targeted towards to form an interdisciplinary skill enhancement
center to create industry induction ready candidates to uplift their career in desired field of work by
conducting (but not limited to) various training and research programs for student and research
scholars.**

**WHEREAS, under this MOU, College and Emerging Technologies Software & Automation solution
agreed upon use of identity such as Logo and Name of Institute/Department/Group for publicity of the
said campaign/training which is mutually agreed.**



NOW, THEREFORE, the parties to this MOU mutually agree to the following:

Objective: To establish a Center of Excellence

- a) Establish a mutually agreed association between College and Heuristic Technopark that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
- b) Collaboration in planning, implementation, and continuous improvement of programs including the provision for faculty, staff, and administration, curriculum development; training and student services.
- c) Provision of Trainings and Student or Faculty development programs, Seminars, Expert talks, Research activity and expert technical training programs for research scholars and any other initiative which is mutually discussed and programmed.
- d) Creating and hosting capacity building programs. Identification and Induction of upcoming and career enhancement thrust areas to explore new career avenues.
- e) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
- f) Training programs designed and executed at the Centre of Excellence is mutually designed and planned in consideration of in-demand and industry required thrust areas.
- g) Training programs can be categorized as Beginner/Intermediate/Expert level assessing the latest trends in technology and techniques used in industry.
- h) Duration of said programs can be set as 1,2 or 5 Days or 10,20,30 or 40 hours which is mutually decided.
- i) Center can host long term and short-term programs (6 months or 3 months), which will lead to overall skill enhancement and implantation of new technological expertise at all levels of aspirant candidates.
- j) Center will host training program every month catering to a variety of trainings that shall take place as part of "Continuous Engagement." It will act as a support system for aspirant candidates to elevate their expertise and knowledge.
- k) All trainings hosted at the center will be available for in-house students as well as the adjacent College's students or the interested candidates.
- l) Heuristic Technopark is known for its quality and industry preparedness taking this forward, if College found any poor quality in delivery of the training the same training will be repeated without any charge.
- m) As a part of industry induction Center, Heuristic Technopark will provide Technical Sponsorship/internship to registered members and students of the College/ adjacent College/institution to develop their projects and initiate research work.
- n) As a Center of Excellence and to uplift research opportunities for students/faculties a step ahead, the center will create and host Research and Development (R & D) wing to float cutting edge advanced technology research thrust areas for both academic research as well as collaborative product or service development research.
- o) Working towards betterment of candidates and improving candidate induction in company placements, the Center Coordinator (Heuristic Technopark) and College training & placement officer will visit companies (registered with the College) to gather latest skills or knowledge requirements for their production, thus, enhancing the same in candidates by arranging training programs.
- p) Heuristic Technopark is always dedicated toward creating a skilled workforce which can be absorbed in an industry by giving candidates of Centre of Excellence placement assistance for securing their jobs in the industry which they trained for.



- q) Creating and Hosting College/State/National and International level events for training, upscaling and research publications.
- r) Creating affordable educational to enable professional upskilling.
- s) Hosting our Center as a nodal center for overall growth of candidate in their respective fields.
- t) All training programs will be jointly certified by Center (Heuristic Technopark) and the College.
- u) Under Industry academia venture as a part of social responsibility Heuristic Technopark and the College will take Cyber Saksharta – Digital Surakhsha. It is an initiative to improve overall cyber security awareness in society by training young students on Cyber Security.
- v) Center will completely be focused on overall growth of candidate, thus, creating a sustainable revenue generation for College and Heuristic Technopark.

Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:

A. Roles of College: College shall have the following roles:

- (1) Shall provide and make available infrastructure, academic amenities and all other facilities required to carry out the activity for the students and participants in accordance with the requirements set by Heuristic Technopark.
- (2) Shall assist Heuristic Technopark in conducting the joint promotional activities as well as training activities.
- (3) Shall provide classrooms, lecture halls, office space, electricity and internet, labs, examination rooms, demonstration rooms along with requisite equipment, furniture and other infrastructure as and when required.
- (4) Shall provide one Computer lab to reform it into a “Center of Excellence”.
- (5) Heuristic Technopark by virtue of this MOU is hereby appointed the sole and exclusive authority for the mentioned activities.

B. Roles of Emerging Technologies Software & Automation solution: Emerging Technologies Software & Automation solutions shall have the following duties:

- (1) Shall design the Campaign/Activity and Training but not limited to, and modify, evolve, upgrade or restructure and repackage the course as per the needs of the industry and based on any new development in the concerned discipline.
- (2) Creation of training material, deliverable appointing resource person. Supporting technical sponsorship and other joint activity (not limited to).
- (3) Driving Center of Excellence by conducting training programs but not limited to Campaign/Activity and Training.
- (4) Driving Research and Development (R & D) wing in association and support of College.
- (5) Shall utilize its strength to align with various skill development programs and initiatives to meet the objectives of The Center of Excellence. It shall accordingly design and deliver various programs within the overall scope of MoU.
- (6) The quality delivery is the responsibility of Heuristic Technopark and Heuristic Technopark would have to have in-house man-power or engage the required manpower and the faculty as per the requirement, in conjunction with the program.



C. Joint Responsibilities

- Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
- Promotion for the programs undertaken shall be advertised/ propagated through respective websites of the parties.
- Assessment of the courses shall be carried out jointly by both the parties.

D. Media and Public Relations

Media and public relations regarding the said MOU will be managed according to Heuristic Technopark and College protocols.

Financial Arrangement:

- Course/training/activity/workshop/program but not limited to, fee shall be decided in mutual agreement by both the parties for all the programs to be conducted at the Center.

Copyright:

The copyright of all learning material, testing material, educational tools and content and the embedded intellectual property in them shall belong solely to Heuristic Technopark. In Joint activity if material and other training aid is developed jointly copyright will be shared jointly.

Confidentiality:

Shall at all times maintain secrecy and shall keep confidential (and ensure that its respective employees, teaching staff, visiting or otherwise, agents etc. shall keep confidential) the course materials, programs, methodologies, research developed, mode of instructions and all other information and documents which it may acquire in connection with this Memorandum of Understanding and shall not use or disclose such information except with prior written consent of Heuristic Technopark except where such disclosure is ordered by a court of competent jurisdiction. This obligation shall be followed till and after the term of this Memorandum of Understanding is over.



Force Majeure: Under this clause:

(a) Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, strikes [of its own or other employees, insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority [known as an 'Event of Force Majeure']].

(b) Each of the parties agrees to give notice to the other upon becoming aware of an Event of Force Majeure. Such notice shall contain details of the circumstances leading/resulting to an Event of Force Majeure and subsequent impossibility to perform this Agreement.

(c) If a default due to an Event of Force Majeure shall continue for more than 3 months, then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

Notice:

This agreement can be terminated prior to its term of **Five** years by mutual consent. Either party to this agreement wanting termination before the expiration of this agreement, shall give a notice in writing to the other party of minimum of One months and the other party may give its consent in writing within fifteen days from the date of receipt of the notice. In the absence of mutual consent, the agreement will not be terminated. However, it shall be the responsibility of both the parties to complete all the scheduled trainings. Notwithstanding mutual consent, this agreement will subsist till the last scheduled training is completed.

Termination:

Termination of this agreement is possible under the following circumstances.

(i) **Automatic Termination:** After the agreement period is over, the agreement shall automatically stand terminated unless and until mutually renewed.

(ii) **By Law:** If the business of any party to this Memorandum of Understanding becomes illegal at any time by virtue any law of the State Government or the Government of India.

(iii) **By mutual consent,** subject to conditions laid down under the clause titled "Notice".



IN WITNESS WHEREOF the parties have set hands hereto on the date first mentioned hereinabove.

Agreed to:

For, Emerging Technologies For, Kalyani Charitable Trust'

Software & Automation Solution Sapkal Knowledge Hub

Ashtavinayak Park C, behind Maharashtra Late G. N. Sapkal College of Engineering, Nashik

Bank College Road, Nashik-422005. Department of Computer Engineering

By:

Mrs. Kanchan Ekhande
(Director,
Emerging Technologies)



Emerging Technologies
Software & Automation Solutions

By:

Prof. (Dr.) N.R. Wankhade



HOD

Computer Engineering Department,

LGNSCOE, Nashik

Professor & Head
Dept. of Computer Engineering
Late G. N. Sapkal College of Engineering
Anjaneri, Nashik-42212

By:

Prof. (Dr.) S.B. Bagai



Principal

LGNSCOE, Nashik

Prof. (Dr.) Sahebrao B. Bagai
Principal
Late G. N. Sapkal College of Engineering
Anjaneri, Nashik-422 213.

Date:

16/3/2023

Date:

16/3/2023

