



Kalyani Charitable Trust's

LATE G. N. SAPKAL COLLEGE OF ENGINEERING

(Accredited with Grade 'B' by NAAC)

Affiliated to > Savitribai Phule Pune University (ID. No.PU/NA/Engg./152/2009 Ref.No.-CA/6501 Dated- 18/11/2009)

Approved by > A.I.C.T.E., New Delhi (F.N: 06/07/MS-Engg/2008/O-17, Dated- 11th June 2009)

> Govt. of Maharashtra (No. GEC-2009/(67/09)/T.E.- 4, Dated- 15th June 2009)

> D.T.E., M.S., Mumbai (No.2/NGC/Engg/Approval/2009/535, Dated - 23rd July 2009)

> AISHE CODE : C-42196

Dr. Sahebrao B. Bagal
M.E. (E & TC), Ph.D. (E & TC)
Principal



Dr. Ravindra G. Sapkal
Chairman & Managing Director
Kalyani Charitable Trust

Ret. No. - KCT'S/LGNSCOE/ESTT/2023 24/385(C) **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MoU") is made on 01 April, 2024.

Between

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

and

Matoshri College of Engineering and Research Centre (MCOERC), Eklahare Dist. Nashik, a
College of Engineering registered under AICTE and Affiliated to PUNE University, situated at
Eklahare, near Odhagaon, Sambhaji Nagar Highway, Nashik, Maharashtra.

(LGNSCOE and MCOERC are here in after 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 01 April 2024 and thereafter it may be renewed
on mutually agreed terms.

2. Purpose

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

1. Available softwares for faculties and students.
2. Institute would be providing facilities for Electronics and Telecommunication
Engineering related training at the MCOERC 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.

- **CAMPUS** : Sapkal Knowledge Hub, Kalyani Hills, Anjaneri-Wadholi, Trimbakeshwar Road, Nashik - 422 213. (India)
Tel.: + 91- 2594 - 220168/69/70 | Mob.: +91 9922252699 | Toll Free No.: 1800 233 2999 | **E-mail** : gns_engineering@sapkalknowledgehub.org
- **CORPORATE OFFICE** : Sapkal Knowledge Hub, 'Parag' 46, Ashwin Sector, Opp. Hotel Sai Palace, Mumbai-Agra Highway, Nashik - 422 009.
Tel.: +91 - 253 - 2392450 / 51 | **E-mail** : head.marketing@sapkalknowledgehub.org | **Website** : www.sapkalknowledgehub.org
- **MUMBAI OFFICE** : Sapkal Knowledge Hub, Unit No. 22, 1st Floor, Shubhada Tower Shopping Centre, Sir Pochkhanwala Road, Near R.T.O.
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- LGNSCOE shall provide experts for the conduct of training at the LGNSCOE campus and or at the MCOERC premises.
- LGNSCOE shall provide College/students with the study material as agreed between the parties and the MCOERC 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 MCOERC premises.

4. MCOERC's Standards of Performance:

MCOERC shall expend reasonable efforts as follows:

- MCOERC 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.
- MCOERC shall share the data base of the students with LGNSCOE for the adequate promotion of the training and or recruitments.
- MCOERC shall provide all such marketing and publication support as may be required to ensure sufficient number of students for the training, recruitment to be conducted at the LGNSCOE premises or MCOERC premises.
- MCOERC 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 MCOERC. LGNSCOE and MCOERC are not authorized to make any representation, contract, or commitment on behalf of MCOERC 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.

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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 & MCOERC 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 shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
- 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 MCOERC 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.

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 Chairman & Managing Director
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- **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").
 - MCOERC 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

Matoshri College of Engineering and
 Centre, Eklahare, Nashik

Prof.(Dr.) Gajanan K. Kharate
 Principal

PRINCIPAL
 Matoshri College of Engineering
 Witing Research Center, Eklahare,
 Nashik - 422 105.

1] Prof. (Dr.) D.D. Dighe

Matoshri College of Engineering and Research Centre, Eklahare Nashik

2] Prof. S. B. Borse

Late Gambhirrao Natuba Sapkal College of Engineering, Anjaneri, Nashik

Signed for and on behalf of for

Late Gambhirrao Natuba Sapkal College of Research
 Engineering, Anjaneri, Nashik

Prof (Dr.) Sahebrao B. Bagal
 Principal

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

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