

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Vidyavardhini's College of
Engineering and Technology

&

M/S CitiusCloud Services LLP



VIDYAVARDHINI'S COLLEGE OF ENGINEERING & TECHNOLOGY

Founder President Late Padmashri H. G. Vartak

(Approved by AICTE and Affiliated to the University of Mumbai)

Four Branches Permanently Affiliated by University of Mumbai

K. T. Marg, Vasai Road (W), Dist. Palghar - 401202, Maharashtra.

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Department of Information Technology

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 13th day of April – 2023.

BETWEEN

Vidyavardhini's College of Engineering and Technology, K.T. Marg, Vasai (West), the college established in year 1994 is affiliated to University of Mumbai and offers undergraduate (Bachelor) degree in Engineering, **the First Party** represented herein by **Ms. Anagha Patil** (hereinafter referred as 'First Party').

AND

M/s CitiusCloud Services LLP herein after called and referred to as the 'Second Party' (hereinafter referred to as "Second Party").

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

WHEREAS:

First Party is a Higher Educational Institution named:

Vidyavardhini's College of Engineering and Technology

Second Party is a venture whose aim is to enable the customers on their cloud journey using technologies that truly make that happen through software, simplicity, speed and scale, helping customers in their transformational journey offering services right from consulting, finding solutions to implementation named:

CitiusCloud services LLP

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

- A) They provide enterprises with best in class consulting, providing options and solutions that is best suited for them.
- B) The basic aim is to help customers to choose the technology stack that is the right fit for them and also progressive and in-line with trends.
- C) They also help in collaborating for Digital transformation, Dev-ops and Application Modernization,

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

CLAUSE 1 - CO-OPERATION

- 1.1 Sharing knowledge and capabilities in the concern areas for mutual benefits and become trusted partners in the area of knowledge enrichment.
- 1.2 Facilitate work from First party students/faculties and vice versa on projects identified for collaborative activities.
- 1.3 To collaborate, share information and technology to develop the required skills and intend to create a center of excellence to support this shared efforts.
- 1.4 To support and sharing the activities related to:
 - i. Capability development of the students.
 - ii. Sponsored projects
 - iii. Laboratory(ies) development
 - iv. Infrastructure development
 - v. Cooperate and support for Internship and Recruitment
 - vi. Publications, Products and Patents
 - vii. Workshops, Conclaves, Seminars, Events.
- 1.5 Any other activity(ies) with mutual consent.

CLAUSE 2 - INTELLECTUAL PROPERTY

- 2.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. Further
 - This agreement shall be binding to all representatives of parties.
 - In witness whereof, the parties to this agreement have signed this agreement after understanding fully the contents of the above agreement.

CLAUSE 3 - VALIDITY

- 3.1 Effective Date and Duration of MOU:
 - This MOU shall be effective from the date of signing by First Party and the Second Party
 - The MOU will be initiated from 28th day of November– 2022 to 28th day of –

28th day of November 2025 for a period of **Three (03) years** and can be continued/discontinued with mutual consent.

- Both the parties have signed this MOU for mutual cooperation and would be of great value for professional growth.
- 3.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 4 - RELATIONSHIP BETWEEN THE PARTIES

- 4.1 It is 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. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 4.2 Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Mumbai**.

CLAUSE 5 - CONFIDENTIALITY AND NON-USE OBLIGATIONS:

- 5.1 Any divergence or difference derived from the interpretation or application of the use the Confidential Information for no purpose other than the Permitted Purpose and specifically agrees not to use the Proprietary Information/ Confidential Information for his own commercial purpose or personal use or for the use of any third party.
- 5.2 Ensure that there is no unauthorized dissemination or publication of Confidential Information by both the parties.
- 5.3 Only use the Confidential Information for the educational purposes.
- 5.4 Not make or have made any copies, records or duplications of Confidential Information or reduce it to writing (in any medium) if disclosed orally, other than for the Permitted Purpose, and all such copies shall be regarded as Confidential Information.

AGREED:

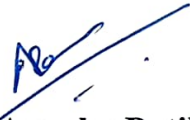
<p>For Vidyavardhini's College of Engineering and Technology, Vasai K.T. Marg, Vasai Road West 401202 Ph-0250-2338234 vcet_inbox@vcet.edu.in www.vcet.edu.in</p>	<p>For M/s CitiusCloud Services LLP 1001, Oriana Business Park Road No. 22, Nehru Nagar, Wagale Industrial Estate, Thane West, Maharashtra 400604 Ph-022-69239801 sales@citiuscloud.com</p>
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