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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

VIDYAVARDHINI'S COLLEGE OF
ENGINEERING AND TECHNOLOGY

&

M/S. Sinex Primemovers



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.

Tel.: 0250 - 2338234 (6 Lines) • Fax : 0250 - 2339486 • Email : vcet_inbox@vcet.edu.in • Website : www.vcet.edu.in

Department of Mechanical Engineering (NBA Accredited)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 1st day of August 2021

BETWEEN

Vidyavardhini's College of Engineering and Technology, K.T. Marg, Vasai west, the college is affiliated to University of Mumbai and offers undergraduate (Bachelor) degree in Engineering, the First Party represented herein by Dr. Harish Vankudre and Mr. Mukund Kavekar (hereinafter referred as 'First Party').

AND

M/s. Sinex Primemovers Pvt.Ltd., "Sinex House", Plot no 127, Navghar Village, Vasai (East) Pin 401210. Maharashtra, India represented by Mr. Gajanan D Takle, Director hereinafter 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:

A) First Party is a Higher Educational Institution named:

Vidyavardhini's College of Engineering and Technology, K.T.Marg, Vasai Road West, Palghar-401202 is a two decade old Engineering Institute relentlessly striving to give the society the best of engineers. Since its inception in 1994, VCET has been a catalyst in spreading technical education and meeting the current and future needs of the industry. We are affiliated to the University of Mumbai and also approved by the All India Council of Technical Education (AICTE), New Delhi. Majority of our departments have been accredited by the

NBA, New Delhi and recently all departments has been accredited by NAAC for 5 years.

- B) **M/s. Sinex Primemovers having address "Sinex House", Plot no 127, Navghar Village, VASAI East - 401210. Maharashtra, India** who are engaged in manufacturing of Electric Vibration Motor , Pneumatic Piston Vibrator and Pneumatic Ball Vibrator. M/s. Sinex Primemovers have well developed production plant with modern technology machinery.
- C) First Party & 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.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

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

A) CLAUSE – 1 : CO-OPERATION

- 1.1 Sharing knowledge & capabilities in the respective 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 live projects identified for collaborative activities.
- 1.3 To collaborate and share information & technology to develop the required skills and to create a center of excellence to support this shared effort.
- 1.4 To support and share the activities related to :
 - i. Capability development of the students.
 - ii. Sponsored projects

- iii. Laboratory/ies development
- iv. Infrastructure development
- v. Publications, Products and Patents
- vi. Workshops, Conclaves, Seminars, Events.

1.5 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

1.6 Placement of trained students: second party will actively engage to help delivery of training and placement of students of the first party on the technology trends and in-house requirements.

B) CLAUSE - 2 : SCOPE OF THE MoU

- 2.1 Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Automation of Existing Production Processes of The Industrial Plant. This includes
- Brainstorm on product and design complete look of Product and development.
 - Make appropriate visual material like 2D & 3D views that would help Second Party to visualize and approve the design.
 - Make working drawing of the product after approval by second party.
 - Inspect and approve the final prototype of the product.
- 2.2** It is hereby agreed that second party is at liberty to accept or ask for modification of conceptual design any number of times until design is found satisfactory by second party.
- 2.3** The First Party hereby agrees to give budget / estimated cost and list of items to be used along with conceptual design and final drawings.
- 2.4** Any concept or design or new product shall be sole property of second party. All copyrights pertaining to any design or product are solely owned by Second party. Second Party retains the sole and executive authority to use, sell, reproduce, or create derivatives in part or full. First Party hereby agrees not to share or copy or

reproduce the design, in part and full, without written consent of Second party.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 The first party hereby agrees not to work for any company deals with Automation of coil winding of electric motors
- In witness whereof, the parties to this agreement have signed this agreement after understanding fully the contents of the above agreement.

CLAUSE 4 VALIDITY

4.1 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 **01/08/2021** to **30/07/2024** for a period of **Three (03) years** and which 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.

- 4.2 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 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 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.

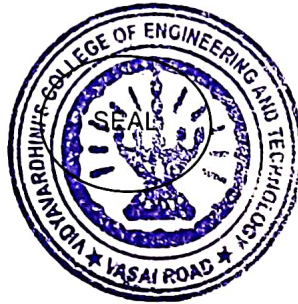
5.2 Any divergence or difference derived from the interpretation or application of the

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**.

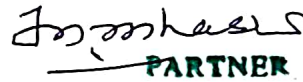
AGREED:

For Vidyavardhini's College of
Engineering and Technology, Vasai

For M/s. Sinex Primemovers,
Maharashtra.



For **SINEX PRIMEMOVERS**


PARTNER

Managing partner

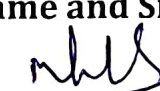
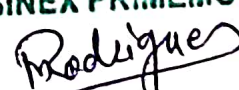
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VIDYAVARDHINI'S COLLEGE
Vidyavardhini's College of
Engineering and Technology, Vasai
VASAM ROAD, Vasai Road West
Ph-0250-2338234

M/s. Sinex Primemovers

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Ph. 98696 38671
sinexpm@gmail.com

vcet_inbox@vcet.edu.in
www.vcet.edu.in

Sinexvibratorsindia.com

Witness 1 :	Witness 2 :
Name and Sign :  Mukund Kavekar	Name and Sign : For SINEX PRIMEMOVERS  Authorised Signatory. Mrs. Magzina L. Rodrigues