

**MEMORANDUM OF  
UNDERSTANDING (MOU)**

**BETWEEN**

**VIDYAVARDHINI'S COLLEGE OF  
ENGINEERING AND TECHNOLOGY**

**&**

**M/S. Best Geotechnics Pvt. Ltd, Santacruz  
East, MUMBAI**



# 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 Civil Engineering**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 14<sup>th</sup> day of -April - 2022.

### 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 **Mr. Viren Chandanshive and Mr. Arbaz Kazi** (hereinafter referred as 'First Party').

### AND

**Best Geotechnics Pvt. Ltd, Industrial Estate Magnum Opus 4th Floor, Shanti Nagar, Vakola, Santacruz East, Mumbai, Maharashtra 400055**, represented by **Mr. Satish Naik** 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
- B) Second party is named as BEST GEOTECHNICS PVT LTD (BGPL) which is a specialized Geotechnical, Geosynthetic & Foundation Engineering firm which provides various Geotechnical Solutions to EPC Entities/ Project Owners and Private and Public Sector Owners.
- 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 AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

- 1.1 Sharing knowledge and capabilities in the areas for mutually agreed between the parties and become trusted partners in the area of knowledge enrichment.
- 1.2 Engage with 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 centre of excellence to support this shared efforts.
- 1.4 To support and sharing the activities on an best effort basis:
  - 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 SCOPE OF THE MoU**

- 2.1 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Geo-technical investigation and Soil Exploration activities related to Civil Engineering on an best effort basis. This includes:
- Efforts to provide guidance to final year students to carry out research related to Geotechnical Investigation.
  - Usage of VCET Geotechnical Laboratories for Consultancy related work.
  - Offer Internship and placements to civil engineering students on merit
  - Involve our civil engineering students of first party in real-time project works wherever possible.
  - Expert Lecture, Seminars and Workshops for our students based on mutual agreement.

## **CLAUSE 3 INTELLECTUAL PROPERTY**

- 3.1 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 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 **14/04/2022** to **14/04/2027** for a period of **Five (05) 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.

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 Best Geotechnics Pvt. Ltd

  
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**PRINCIPAL**





  
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Vidyavardhini's College of Engineering  
and Technology, Vasai  
K.T. Marg, Vasai Road West

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Witness1: 	Witness2: 
Name: Virem B. Chandanshik	Name: Shubham Khade