

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

VIDYAVARDHINI'S COLLEGE OF
ENGINEERING AND TECHNOLOGY

&

Doctor Brijesh Yadav
Consultant Joint Replacement and Trauma Surgeon
MBBS(Mum) DNB(Mum)MNAMS
Fellowship in Joint Replacement Surgery
Reg No. 2009/04/1612

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 16th day of -February 2021.

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 **Prof. Madhumita Dutta** (hereinafter referred as 'First Party').

AND

Doctor Brijesh Yadav 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) **Doctor Brijesh Yadav is a reputed Joint Replacement and Trauma Surgeon.**

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 Medical Equipment and Accessories 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 concern areas for mutual benefits and become trusted partners in knowledge enrichment.
- 1.2 Facilitate work from First party students/faculties and vice versa on projects identified for collaborative activities.
- 1.3 To support and sharing the activities related to:
 - i. Capability development of the students.
 - ii. Sponsored or Charitable projects
- 1.4 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 Medical equipment. This includes.
 - Brainstorm on product and design complete look of Product and development.
 - Make appropriate Prototypes and simulated analysis of new equipment 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.

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 **16/02/2021** to **16/02/2024** 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

Doctor Brijesh Yadav

DR. BRIJESH M. YADAV
Consultant Orthopaedic Surgeon
M.B.B.S. (Mum.); D.N.B.(Mum)
Reg. No. 2009/04/1612

Asol
f. **PRINCIPAL HEAD**
Dept. of Mechanical Engg.,
Vidyavardhini's College of
**Vidyavardhini's College of Engineering
and Technology, Vasai**
K.T. Marg, Vasai Road West

**Consultant Joint Replacement and
Trauma Surgeon**

Mathura Chhaya, Navghar Road,

Bhayandar East. 401105

Ph. 9867212655

brijeshmyadav@gmail.com

Ph-0250-2338234

vcet_inbox@vcet.edu.in

www.vcet.edu.in

Witness1: <i>K. Bhatia</i>	Witness2: <i>P. Bhatia</i>
Name: KAUSHAL BHATIA	Name: KHUSHBOO BHATIA