

**MEMORANDUM OF
UNDERSTANDING (MOU)**

BETWEEN

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

&

M/S. Allied Electricals.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 2th day of -Sept- 2019.

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 Mrs. Kanchan Sarmalkar, Mrs. Mugdha Salvi & Mrs. Dcepti Patne (hereinafter referred as 'First Party').

AND

M/s. Allied Electricals, Gala No.21, Lucy Indl. Estate, Near Blue chip Indl Estate, Sativali Rd, Maharashtra 401208, represented by Mr. Vagish Nishad 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.

M/s. Allied Electricals, the Second Party; Gala No.21, Lucy Indl. Estate, Near Blue chip Indl Estate, Sativali Rd, Maharashtra 401208. They are working in the industries from last 20 years. Allied is industrial automation solution provider. Provides solution for control panel designing & Manufacturing, PLC/SCADA, Servo application, Commissioning and field support. Allied has expertise in an entire range of SIEMENS process automation products from Logo to PCS7 systems, Allen-Bradley CompactLogix & ControlLogix Controllers, GE products from Nano micro to Rx3i system, Panel View HMI, Schneider Electric, Omron & Mitsubishi. Allied offers after sales services and AMC (Annual maintenance contract) for automation System and Electrical Panels. They are successfully catering to diverse industries such as Water & Waste water, Pharmaceutical, Chemical, F & B and many more.

- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) 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 To support and sharing the activities related to:
 - i. Capability development of the students in the field of industrial automation with the help of internship/industrial visit/placement assistance.
- 1.2 Any other activity/ies with mutual consent.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 Research and Development:

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 02/09/2019 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.


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


PRINCIPAL
PRINCIPAL
VIDYAVARDHINI'S COLLEGE
OF
ENGINEERING & TECHNOLOGY
VASAI ROAD 401 202

For Allied Electricals, Vasai
For ALLIED ELECTRICALS


 Proprietor

Vidyavardhini's College of Engineering
and Technology, Vasai

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M/s. Allied Electricals, Vasai

Sativali, Vasai East

Ph. 9029901703

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<https://www.alliedelectricals.org>

Witness 1:

Deepthi

Witness 2:

Pawas

Name: Deepthi Patne.

Name:

Pawas Swagnil Shankarrao

M

Mugdha S.

Kanchan

Mrs. Kanchan N. Sarmalkar