

20

# **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

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

**&**

**M/S. INNOVATIVE CREATORS.**



# 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 Computer Engineering

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 12th day of -July- 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 Prof. Anil Hingmire of Computer Engineering Department (hereinafter referred as 'First Party').

AND

**M/s. INNOVATIVE CREATORS, 201 K.T CHAMBERS OPP Mansarovar sweet mart, station road Vasai West- 401202**, represented by **Mr. Pranav Dave** herein after called and referred to as the 'Second Party' (hereinafter referred to as "Second Party").

  
HEAD  
Dept of Computer Engg.,  
Vidyavardhini's College of  
Engineering and Technology,  
Vasai Road 401202





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(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) M/s. **Innovatiive Creators**, the Second Party is promoted by **Mr. Pranav Dave** Group; 201, K.T Chambers, OPP Mansarovar sweet mart, Station Road, Vasai West 401202, They are engaged in the field Application development, research and Development of current technology. We have successfully implemented a wide range of live projects in the market with numerous colleges across Maharashtra. Actively, working with the students across various departments and we have helped many students get internships in the live working environment.
- 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 concern areas for mutual benefits and become trusted partners in the area of knowledge enrichment.





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- 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 SCOPE OF THE MoU

- 2.1 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of project development, performance enhancement and mentoring. This includes
- Brainstorm on product and design complete look of Product and development.
  - Make appropriate advancement in the field of project development.
  - Assign practical's with the intention of replacing current static assignment structure.
  - 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 project until it is found satisfactory by second party.

  
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- 2.3 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 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.
- The first party hereby agrees not to work for any company which deals in software, conceptual designing of all the products which is related to second party.
- 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 12/07/2019 to 11/07/2022 for a period of **Three (03) years** and can be continued/discontinued with mutual consent





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- 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**.

  
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### AGREED:

For Vidyavardhini's College of  
Engineering and Technology, Vasai

For INNOVATIVE CREATORS  
, vasai



Proprietor

PRINCIPAL

Vidyavardhini's College of Engineering  
and Technology, Vasai

M/s. INNOVATIVE CREATORS,  
Vasai

K.T. Marg, Vasai Road West

Station Road, Vasai West

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Witness1:

Witness2:

Name: Prof. Anil Hingmire

Name: GANESH SHINDE

HEAD

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