



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

VIDYAVARDHINI'S COLLEGE OF
ENGINEERING AND TECHNOLOGY

&

M/S. CodeSphere Solutions.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 04th day of -March- 2020.

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.Sneha Mhatre(hereinafter referred as 'First Party').

AND

M/s. CodeSphere Solutions ,Ashok Kunj, 5/b,Bhoirwadi,Kalyan, 421301, Maharashtra,India represented by Mr.Ganesh Patil herein after 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')



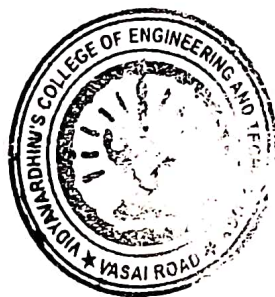
WHEREAS:

- A) First Party is a Higher Educational Institution named:
Vidyavardhini's College of Engineering and Technology
- B) **M/s. CodeSphere Solutions** is an IT company based in Mumbai, India. Our team members have more than 5+ years' experience in developing web Applications using technologies namely PHP, CodeIgniter, WordPress, Coldfusion, JavaScript, JQUERY, CSS3, HTML5, Bootstrap, Angular JS, MySQL and SQL Server.
Codesphere Solutions was founded in 2013 with a vision to provide quality and cost-effective web development services to our clients. We believe in developing robust, efficient and good-looking web applications within the committed deadlines and budget.
- 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 HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

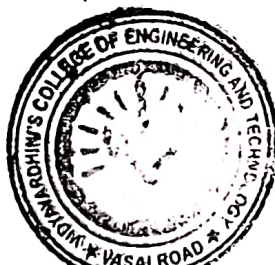
- 1.1 Sharing knowledge and capabilities in the concern areas for mutual benefits and Become trusted partners in the area of knowledge enrichment.



- 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 This MOU is executed between Department of Computer Engineering VCET and CodeSphere Solutions to foster relations and promoting and reinforcing cooperation between the academic institution and the industry.
- 2.2 The Memorandum signed will be the guiding document for both the parties for planning and execution of the initiatives and actions. Both the organizations will encourage its members to define the overall strategy and roadmap to carry out the action plans.
- 2.3 The Memorandum states that two organizations will honor and do the following with mutual cooperation:
 - 2.3.1 Sharing knowledge and capabilities in the concern areas for mutual benefits and become trusted partners in the area of knowledge enrichment.
 - 2.3.2 Facilitate work from VCET students/faculties and vice versa on projects and industrial visits/field trips identified for collaborative activities



2.3.3 Any other activity/ies with mutual consent

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

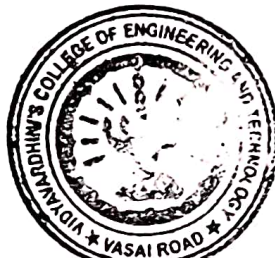
4.1 Effective Date and Duration of MOU:

- This MOU shall be effective from the date of signing by First Party and the Second Party
- The MOU will be initiated from 04/03/2020 to 04/03/2023 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

For CodeSphere Solutions, Kalyan



PRINCIPAL



Authorized Signatory

Vidyavardhini's College of Engineering
and Technology, Vasai

M/s. CodeSphere Solutions, Kalyan

K.T. Marg, Vasai Road West

Ashok Kunj Room no.5b,
Bhoirwadi, Kalyan, Maharashtra 421301

Ph-0250-2338234

Ph.8976406942

vcet_inbox@vcet.edu.in

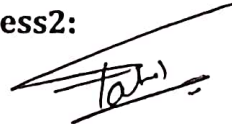
<http://www.codespheresolutions.com>

www.vcet.edu.in

Witness1:



Witness2:



Name: Mrs. Sneha Mhatre

Name: Sanket Pahl

