



# 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 Information Technology

77\_L & T (CTEA)



### Agreement between

Department of Information Technology

Vidyavardhini's College of Engineering and Technology

And

Larsen & Toubro (Corporate Technology & Engineering Academy - CTEA Madh)

This Agreement is entered into on 27<sup>th</sup> day of the month of August in the year 2019 by and between the Department of Information Technology, Vidyavardhini's College of Engineering and Technology, located at K.T. Marg, Vartak College Campus, Vasai Road (W), Dist-Palghar, Vasai, Maharashtra 401202 having its [hereinafter called the "First Party"], on the one part.

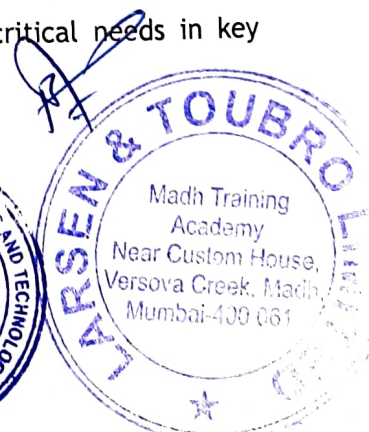
AND

Larsen & Toubro Limited through its L&T - Corporate Technology & Engineering Academy (CTEA), Near Custom House, Versova Creek, Madh, Mumbai 400061, India, [hereinafter called "Second Party" or "L&T" or "CTEA"]. who for the purpose of this Agreement are hereinafter collectively referred to as the parties.

The "First Party" is involved in research and education in the areas of Science, Engineering and Technology.

The "Second Party" is a major technology, engineering, construction, manufacturing and financial services conglomerate, with global operations. L&T addresses critical needs in key sectors -

  
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Hydrocarbon, Infrastructure, Power, Process Industries and Defense - for customers in over 30 countries around the world.

With an intention to foster Industry-Institution partnership and to effectively complement each other's efforts in serving the cause of industries and students, and to facilitate growth and development of industries, it is proposed to constitute a joint council with representatives from L&T - CTEA and IT Dept., VCET to oversee/co-ordinate in implementing the various activities as enumerated below:

#### Article 1. Scope

1.1 The First party will recognize the Second party as an organization for conducting research and development in the field of research and development and vice versa. The Second party will recognize First party as Scientists and academic partners of the IT Dept., VCET, as recommended by its Principal in accordance with the service rules and regulations for undertaking collaborative research projects and educational program.

1.2 Operational details of research education and collaboration will be made in common areas/ programs and/or projects restricted to specific mandated domain within the approved disciplines/divisions.

1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty, scientists, students and research scholars. However, the costs of specific consumables / operational costs of the equipment etc will be borne by the respective organizations.

1.4 The second party will provide the summer internships to Engineering Students as a part of "Anubhav" program and summer internships to Degree Students as a part of "Kaushalya" program of first party every year.

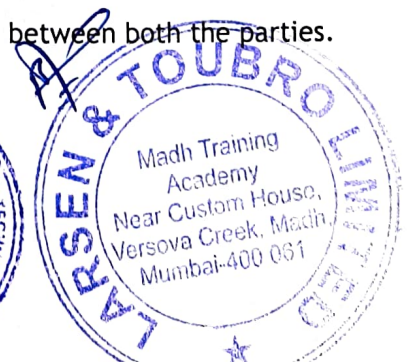
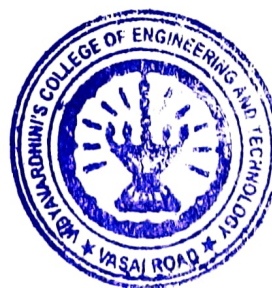
1.5 The cost for both the "Anubhav & Kaushalya" program will be discussed and agreed upon separately by both the parties and same will be on cost recovery model.

1.6 The second party as a part of program syllabus the Industry visit, Expert talk by L&T engineers, Training to 3 to 4 faculties every year and Industry projects (2 to 3 projects every year) would be provided free of cost.

1.7 Accommodation in the Guest House/ Hostel shall be arranged, wherever possible, as per existing rates. The respective institutes will bear the expenses of TA/DA of the Teachers/Scientists visiting Larsen & Toubro - CTEA or any other place will bear their own expenses. The duration of visits will be determined by mutual consent between both the parties.

  
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## Article 2. Management

2.1 Head of the Institution of the First party and the Head - CTEA Madh will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this Agreement.

## Article 3. Confidentiality

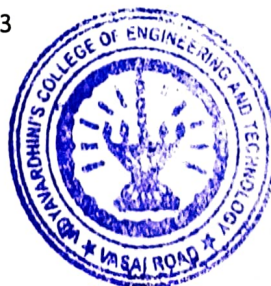
3.1 "Confidential Information" means all information disclosed/furnished by either of the Parties to another party in connection with this Agreement. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof. Receiving Party shall mean the party receiving the Confidential Information for or in connection with this Agreement and Disclosing Party shall mean the party disclosing the Confidential Information for or in connection with this Agreement. The Receiving Party may use the Confidential Information solely for and in connection with the its obligations under this Agreement.

3.2 Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show : (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party , (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality , (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3.3 Nondisclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the purpose of performing obligations set out under this Agreement. The Receiving Party may

  
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disclose Confidential Information to consultants only if the consultant has executed a Non- Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party may disclose Confidential Information to its employees and consultants on a need to know basis only. The Receiving Party shall ensure that such employees and consultants are subject to confidentiality obligations no less restrictive than those of this Agreement.

#### Article 5. Intellectual Property Rights

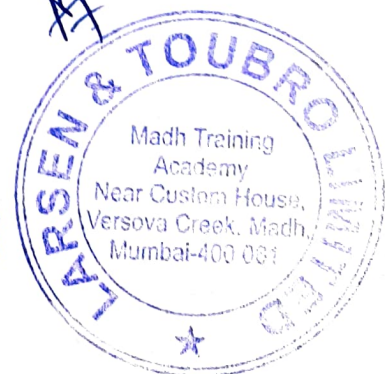
- 5.1 For purposes of this Agreement, the term "Intellectual Property" shall mean trademarks, service marks, registered and unregistered inventions, patents, copyrights and topography rights, database rights, rights in trade names, trade secrets, secret formulae and processes, rights protecting goodwill and reputation, know-how and proprietary information. It is understood and agreed that neither Party shall acquire, directly or by implication, any rights in any Intellectual Property of the other Party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to the date of this Agreement, except as expressly provided herein.
- 5.2 IT DEPT., VCET warrants that its services and products do not and shall not infringe any intellectual property rights of any third party. IT DEPT., VCET shall indemnify and keep indemnified L&T against any allegation by a third party that the use of the services or products under this Agreement infringes its intellectual property rights.
- 5.3 Both the parties will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work and vice versa. Both the parties shall be joint applicants for any of the IPRs likely to be generated as collaborative research work. The first or second applicant among the two parties shall be decided based on Principal Investigator/s of the research work. For exploitation of the generated intellectual property, management and benefits sharing shall be mutually decided in each case.

#### Article 6. Term & Termination

- 6.1 This Agreement shall commence from the Effective Date and shall be valid for a period of three (3) years from the Effective date. CTEA may, without assigning any reason whatsoever, terminate this Agreement by serving a thirty (30) days' notice upon IT DEPT., VCET . Notwithstanding the foregoing, if IT DEPT., VCET defaults in performance of its obligations hereunder or if CTEA at its sole discretion decides that it is not satisfied with the performance of IT DEPT., VCET under this Agreement, CTEA shall have the right to terminate this Agreement forthwith by serving notice upon IT DEPT., VCET .

  
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6.2 This Agreement may be terminated by IT DEPT., VCET upon written notice to CTEA if CTEA commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (60) days after receipt of notice of such breach.

6.3 Termination shall not relieve or affect the rights or remedies of either party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination.

6.4 Upon termination of this Agreement, IT Dept., VCET shall return or destroy all Confidential Information as directed by CTEA.

## Article 7. Representations & Warranties

7.1 IT Dept., VCET represents, warrants and covenants to L&T that:

- a) This Agreement has been validly executed and delivered by IT Dept., VCET and that this Agreement constitutes the legal, valid and binding obligation of IT Dept., VCET enforceable against IT Dept., VCET in accordance with its terms thereof;
- b) IT DEPT., VCET has all requisite power and authority to enter into this Agreement and to perform and fulfill its obligations under this Agreement, and that the execution, delivery and performance of this Agreement and providing of the services contemplated by this Agreement have been duly authorized by all requisite action on the part of IT DEPT., VCET ;
- c) IT DEPT., VCET 's execution and delivery of this Agreement and its performance or fulfillment of its obligations under this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any applicable laws, license, sublicense, lease, contract, or instrument to which IT DEPT., VCET is bound or to which IT DEPT., VCET 's properties are subject;
- d) All data and information provided by IT DEPT., VCET under this Agreement, is true, correct and updated and CTEA, in no event whatsoever, would be held liable for any deficiency in products or services provided hereunder arising out of any false information or data given by the IT DEPT., VCET ;

  
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fulfill or observe any of its obligations, covenants, representations or warranties or for any other reason including the following:

- a) any misrepresentations;
- b) bodily injury to or death of any personnel;
- c) loss of or damage to L&T's property;
- d) any claims made by IT DEPT., VCET 's employees in relation to the performance under this Agreement;
- e) infringement, violation or misappropriation of any patent rights, copyrights, trade mark, registered designs or other intellectual property rights under this Agreement; or
- f) penalty for breach of any applicable Laws and regulations.

## Article 9. Miscellaneous

9.1 No Third Party Beneficiary: Save as expressly provided herein, this Agreement is made and entered into for the sole protection and benefit of the Parties to this Agreement and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the Parties to this Agreement.

9.2 Non-Solicitation: Parties agree that during the term of this Agreement and for a period of 12 months after the expiry or termination of this Agreement, neither Party will induce or attempt to influence, directly or indirectly, any employee of the other Party or its contractors, who were directly involved in providing services under this Agreement, to terminate his/her employment and work for such Party or any other person. Nothing herein shall prevent either Party from hiring an employee of the other Party who responds to an advertisement (through mass media) for employment opportunities.

9.3 Commercial Terms: Both parties understand that all financial arrangements required for undertaking the proposed research/ training will have to be agreed upon separately. In the event Parties cannot reach an understanding regarding commercial terms within 30 (thirty) days from the Effective Date, L&T shall have the right to terminate this Agreement by serving written notice upon IT DEPT., VCET .

  
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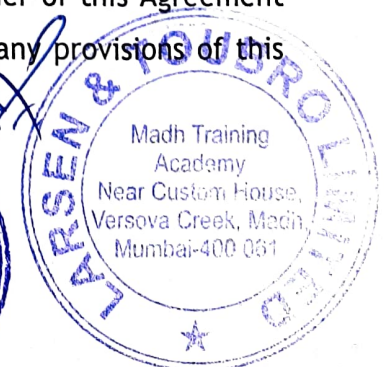
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- 9.4 Resource Exchange: Both parties acknowledge that exchange of students or personnel from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 9.5 Entire Agreement: This Agreement, (i) embodies the final, complete and exclusive understanding between the Parties with respect to its subject matter; (ii) replaces and supersedes all previous oral or written agreements, understandings or arrangements between the Parties; (iii) may be signed in counterparts, each of which will be an original and all of which will constitute one and the same document; and (iv) may only be amended in a writing signed by an authorized representative of each Party hereto.
- 9.6 Further Assurances: Each of the Parties will, from time to time, at the request of the other Party and without further consideration, execute and deliver other documents and take other actions as the other Party may reasonably request, to consummate more effectively the transactions contemplated by this Agreement.
- 9.7 Compliance with Laws: This Agreement and the performance of this Agreement is subject to all present and future applicable laws, rules, orders, statutes and regulations of governmental authorities having jurisdiction over the Parties, the deliverables or the Services. Both Parties will comply with all applicable laws, rules, orders, statutes, and regulations.
- 9.8 Force Majeure: Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including acts of God, acts of war, fire, insurrection, strikes, lock-outs riots, earthquakes, floods, explosions. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused Party's obligations continues for a period in excess of ten (10) calendar days, either Party shall have the right to terminate this Agreement upon seven (7) calendar days' prior written notice to the other Party.
- 9.9 Construction: Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. There shall be no deemed waiver of any provisions of this

  
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Agreement, for any waiver to be valid it must be in writing and signed by authorized representative of the Party giving such waiver. Waiver by either Party of the breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching Party. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. L&T & IT DEPT., VCET have both had the opportunity to have their advisors & advocates examine this Agreement and to incorporate terms to protect their interests and to propose changes to clarify any ambiguities. Accordingly, in any interpretation of this Agreement, an ambiguity shall not be resolved by interpreting the Agreement against the drafter. The language of this Agreement shall be interpreted according to the true interpretation of the relevant clause and fair meaning of such provisions and not for or against either party.

- 9.10 Limitation of Liability: Neither Party shall be liable to the other Party for any indirect or special damages. Nothing in this Agreement shall be taken to exclude or limit IT DEPT., VCET 's liability under or arising out of this Agreement whether based in contract, tort (including negligence and strict liability) or otherwise arising out of IT DEPT., VCET 's breach of confidentiality obligation, infringement of intellectual property rights or breach of representations and warranties.
- 9.11 No Assignment: Neither this Agreement nor any of the rights or obligations of either Party hereunder may be assigned or transferred without the other Party's prior written consent, which consent will not be unreasonably withheld. Nothing set forth in the preceding sentence shall restrict L&T from assigning this Agreement or its rights or obligations to its affiliate/subsidiary. This Agreement will be binding upon and inure to the benefit of L&T & IT DEPT., VCET and their respective successors and permitted assigns.
- 9.12 Independent Contractor: IT DEPT., VCET 's relationship with L&T will be that of an independent contractor and nothing in this Agreement will be construed to create a partnership, joint venture, principal-agent or employer-employee relationship. IT DEPT., VCET will (i) be solely responsible for payment of all compensation due to IT DEPT., VCET 's employees and contractors in connection with this Agreement, (ii) file on a timely basis all tax returns and payments required to be filed or made to any central, state or local tax authority with respect to IT DEPT., VCET 's performance under this Agreement and receipt of compensation by IT DEPT., VCET and its

  
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employees and contractors hereunder, as applicable and (iii) be responsible for providing, at its expense and in its name, disability, workers' compensation or other insurance as well as any and all licenses and permits necessary or usual for rendering the services under this Agreement.

9.13 Notices: All notices and other communications required or permitted under this Agreement will be in writing and will be deemed effectively delivered upon receipt by personal delivery, overnight courier service, or facsimile as confirmed by delivery and/ or transmission receipt or to a dedicated e-mail ID as set out herein. Provided that a notice invoking arbitration under this Agreement shall only be in writing and delivered by registered post on the address mentioned hereinabove. Any Party may change its particulars for such communications by giving a 15 business days' prior written notice to the other Party conforming to this Section.

If to L&T:

If to IT DEPT., VCET :

#### Article 10. Governing Law, Jurisdiction

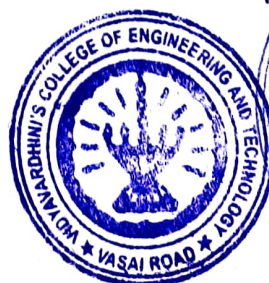
10.1 This Agreement will be governed by and construed in accordance with the laws of India. Subject to Clause 11 which mandates arbitration, each Party agrees to submit itself to the exclusive jurisdiction of the courts of Mumbai.

#### Article 11. Dispute Resolution

11.1 The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the services provided hereunder, or the breach hereof.

11.2 All disputes, differences and/or claims arising out of this Agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder and which cannot be settled by mutual conciliation within fifteen (15) days shall be referred to Arbitration to be held in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by L&T. The seat and venue of arbitration shall be Mumbai, India. The award of the Sole Arbitrator shall be final and binding on Parties.

  
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IN WITNESS WHEREOF, the parties have executed this Agreement and represent that they approve, accept and agree to terms contained herein.


Name and Address of the First Party: Dr. Ashish Vanmali, Associate Prof. & HOD  
And Mr. Yogesh P. Pingle, Assistant Prof.  
Department of Information Technology  
Vidyavardhini's College of Engineering &  
Technology  
K.T. Marg, Vartak College Campus,  
Vasai Road (W), Dist-Palghar,  
Vasai, Maharashtra 401202

Name and Address of the Second Party: Mr. Bhuvan A Damahe, Head  
L&T - Corporate Technology & Engineering  
Academy  
Near Custom House, Verosva Creek,  
Madh, Mumbai - 400 061

Date: 27/08/20



Signature with seal

  
Dr. Harish Vankudre  
(Principal, VCET)  
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OF  
ENGINEERING & TECHNOLOGY  
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Witness 1 -----


Name: Yogesh Pingle

Witness 2 -----

Name: Madhavi Waghware



Signature with seal

  
Mr. Bhuvan A Damahe  
(Head - L&T, CTEA)

Witness 1 -----

Name: FIRDOSH F. MISTRY

Witness 2 -----

Name: Anand M Kale