

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

VIDYAVARDHINI'S COLLEGE OF
ENGINEERING AND TECHNOLOGY

&

M/S. IMPERIAL LIFESTYLE.



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 Accredited by National Board of Accreditation (NBA), New Delhi

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Department of Civil Engineering

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 22th 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 **Mr. Vikrant Kothari and Mr. Viren Chandanshive** (hereinafter referred as '**First Party**').

AND

M/s. **IMPERIAL LIFESTYLE**, 1st Floor, Shiv Shrushti Complex, Near Mother Mary School, Vasai-Nallasopara, Mumbai, Maharashtra 401209, represented by **Mr. Ramesh Mukund** 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) **M/s. IMPERIAL LIFESTYLE**, the Second Party is promoted by **Mr. Ramesh Mukund**; 1st Floor, Shiv Shrushti Complex, Near Mother Mary School, Vasai-Nallasopara, Mumbai. Established in 1980, Imperial Lifestyle has been catering to the housing needs of Mumbai, Pune, Kalyan and Thane. IMPERIAL LIFESTYLE have developed various township projects over the years, and have completed projects covering over 59 lakh sq.ft At present, IMPERIAL LIFESTYLE, have on-going developments of an additional 31 lakh sq.ft. IMPERIAL LIFESTYLE has passion for creating elegant homes and our commitment to excellence has allowed us to bring a lifetime of happiness to our valued customers, and we enjoy tremendous respect and goodwill among our consumers and peers alike.
- 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.
- 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 centre 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 fields of design, planning, Scheduling and Construction Management. This includes
- Brainstorm on execution and scheduling process for various civil structures and its development.
 - Make appropriate visual of civil engineering structures in 2D & 3D views that would help Second Party to visualize and approve the design.
 - Make working on planning, drawing, and Scheduling & Budgeting for the various civil structures after approval by second party.
- 2.2 It is hereby agreed that second party is at liberty to accept or ask for modification of planning, drawing and Scheduling & Budgeting for the various civil structures any number of times until it 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.
- 2.4 Any concept or design 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 drawing and estimation 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.
 - 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 **22/07/2019** to **22/07/2024** for a period of **Five (05) 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 IMPERIAL LIFESTYLE, Vasai.



Authorized Signatory

PRINCIPAL

Asol

Vidyavardhini's College of Engineering
and Technology, Vasai

M/s. IMPERIAL LIFESTYLE

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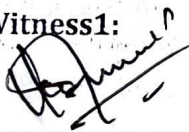
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Witness1:



Witness2:



Name: VIKRANT KOTHARI

Name:

KAUSHIK MANKAR



Viren Chandanshive